



**AMENDED – JULY 12, 2023**

**COMPETITIVE PROCUREMENT FOR:**

**RFP # C000729 SPECIALIZED STAFFING TO PROVIDE APPLICATION  
DEVELOPMENT SUPPORT SERVICES**

**Procurement Website:** <https://its.ny.gov/competitive-procurement-opportunities>

**Robert Kennedy DESIGNATED CONTACT FOR INQUIRIES AND SUBMISSIONS**

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

**See RFP Calendar of Events for deadline to submit vendor questions.**

**No other method of inquiries will be accepted. Administrative issues pertaining to sending/receiving email through the designated mailbox may be reported at (518) 473-9341.**

**ITS ADDRESS FOR PROPOSAL DELIVERIES**

**Address to:**

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<b>RFP Calendar of Events (AMENDED)</b>	
<b>Event</b>	<b>Date</b>
1. RFP Release Date	May 25, 2023
2. Deadline for Submission of Vendor Questions and Extraneous Terms and Conditions	June 8, 2023, at 2:00 PM ET
3. Issuance of ITS' Official Responses to Bidders' Questions (Estimated)	June 22, 2023
4. <b>PROPOSAL DUE DATE AND TIME</b>	<del>July 7, 2023</del> , <b>July 21, 2023, at 2:00 PM EST</b>

# TABLE OF CONTENTS

## CONTENTS

<b>SECTION 1 - AGENCY OVERVIEW</b> .....	<b>6</b>
1.1 THE OFFICE OF INFORMATION TECHNOLOGY SERVICES .....	6
Mission, Vision, and Values Statement.....	6
Formation of ITS.....	6
<b>SECTION 2 - PROCUREMENT OVERVIEW</b> .....	<b>7</b>
2.1 PURPOSE OF REQUEST FOR PROPOSALS .....	7
2.2 BEST VALUE PROCUREMENT – TIERED EVALUATION/SELECTION .....	7
2.3 MINIMUM BIDDER QUALIFICATIONS (TIER 1) (AMENDED) .....	9
Qualifications: .....	9
2.4 MSA/CONTRACT FORMATION (TIER 1) .....	9
2.5 DEFINITIONS.....	9
<b>SECTION 3 - PROJECT SERVICES (TIER 1 AND TIER 2)</b> .....	<b>10</b>
3.1 SCOPE OF WORK .....	10
3.2 CONTRACTOR’S CONTRACT MANAGER .....	10
3.3 CONSULTANT(S) RESPONSIBILITIES.....	10
3.4 PAYMENT TERMS (TIER 2).....	13
3.5 TRANSITION (TIER 1 & TIER 2).....	13
<b>SECTION 4 - ADMINISTRATIVE REQUIREMENTS AND INFORMATION (TIER 1 AND TIER 2)</b> .....	<b>15</b>
4.1 INQUIRIES FROM BIDDERS.....	15
4.2 EXTRANEOUS TERMS .....	15
4.3 COMMUNICATIONS FROM NYS TO VENDORS.....	15
4.4 BUILDING ACCESS PROCEDURES FOR VISITORS AND HAND DELIVERIES .....	15
4.5 LATE SUBMISSIONS.....	15
4.6 PROPOSAL PREPARATION COSTS.....	16
4.7 DISCLOSURE OF PROPOSAL CONTENTS – FREEDOM OF INFORMATION LAW (“FOIL”) .....	16
4.8 NOTIFICATION OF AWARD AND OPPORTUNITY FOR DEBRIEFING .....	16
4.9 ITS BID PROTEST POLICY .....	17
4.10 ITS RESERVATION OF RIGHTS.....	17
4.11 NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT BUSINESS ENTITY .	18
4.12 SUPPLIER DIVERSITY: MWBE AND SDVOB REQUIREMENTS .....	18
<b>SECTION 5 - PROPOSAL REQUIREMENTS (TIER 1)</b> .....	<b>20</b>
5.1 PROPOSAL PREPARATION .....	20
5.2 PACKAGING OF RFP RESPONSE.....	20
5.3 GENERAL REQUIREMENTS FOR PROPOSALS.....	20
5.4 PROPOSAL FORMAT AND CONTENT .....	20
5.5 TECHNICAL PROPOSAL REQUIREMENTS.....	21
5.5.1 Proposal Submission Requirements Checklist.....	21
5.6 FINANCIAL PROPOSAL REQUIREMENTS (TIER 1) (AMENDED) .....	22
5.7 ADMINISTRATIVE PROPOSAL REQUIREMENTS (TIER 1).....	22
<b>SECTION 6 - EVALUATION METHODOLOGY</b> .....	<b>23</b>
6.1 EVALUATION/SELECTION PROCESS (TIER 1) .....	23
6.2 EVALUATION/SELECTION PROCESS (TIER 2).....	23

6.2.1 Pass/Fail Screening.....	24
6.2.2 Technical Evaluation .....	24
6.2.3 Financial Evaluation .....	24
6.2.4 Final Ranking.....	24

**Appendices (require no action from Bidders prior to or at time of Proposal submission)**

**Appendix A – Standard Clauses for New York State Contracts (New - June 2023)**

**Appendix B – Reserved**

**Appendix C – ITS Terms and Conditions (AMENDED)**

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

**Appendix D – Reserved**

**Appendix E – Reserved**

**Appendix F – Reserved**

**Appendix G – Reserved**

**Appendix H – Consultant Disclosure Reporting Requirements Forms A/B**

**Appendix I - RESERVED**

**Appendix J – Glossary of Terms**

**Appendix K – Reserved**

**Appendix L – Job Titles/Positions**

**Appendix M – Sample Personnel Request Document (PRD)**

**Attachments (must be completed by Bidder and submitted prior to or as components of the Bidder's Proposal)**

**Attachment 1 – Proposal Submission Requirements Checklist (AMENDED)**

**Attachment 2 – Reserved**

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

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

**Attachment 5 – NYS Required Certification**

**Attachment 6 – Reserved**

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

**Attachment 8 – Procurement Lobbying Forms**

**Attachment 9 – Reserved**

**Attachment 10 – Reserved**

**Attachment 11 – Reserved**

**Attachment 12 – Reserved**

**Attachment 13 – Reserved**

**Attachment 14 – Encouraging Use of NYS Business in Contract Performance**

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

**Attachment 16- Bidder Information Form**

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

**Attachment 18 - Reserved**

**Attachment 19 - FOIL & Litigation Disclosure**

**Attachment 20 – Minimum Bidder Qualifications**

**Attachment 21 – Technical Proposal Narrative**

**Attachment 22 – Financial Proposal Workbook**

**Attachment 23 – Vendor Responsibility Attestation**

**Attachment 24 – Vendor Assurance No Conflict of Interest**

**Attachment 25 – Reserved**

## SECTION 1 - AGENCY OVERVIEW

### 1.1 THE OFFICE OF INFORMATION TECHNOLOGY SERVICES

#### Mission, Vision, and Values Statement

<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

#### 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 IT 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 - PROCUREMENT OVERVIEW

### 2.1 PURPOSE OF REQUEST FOR PROPOSALS

The New York State Office of Information Technology Services (ITS) is issuing this Request for Proposals (RFP) to seek qualified responsive and responsible vendors for a Master Service Agreement (MSA or Contract) to provide specialized consultants, on a as needed basis, 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. Examples of this include the post-pandemic Digitization of state services. This will require fulltime staff augmentation utilizing the specialized titles and quantities described herein. Appendix L of this RFP sets forth the job titles/descriptions for the Consultants that may be sought to provide Project Services under the MSA/Contracts. ITS anticipates issuing an MSA/Contract to all responsive and responsible vendors who satisfy the RFP's Minimum Bidder Qualifications as described in Section 2.3.

The term of the MSA/Contracts that result from this RFP shall be for five (5) years with an optional, additional 5-year renewal. The optional five (5) year renewal is at ITS discretion and contingent upon approval by the New York State Office of the State Comptroller (OSC).

A periodic recruitment will occur at the beginning of the optional, additional 5-year renewal, in an effort to maintain an up-to-date vendor pool for Phase 2 of the procurement process under the Master Service Agreement.

It is anticipated, the various assignments to which the consultants will be working on could be between six (6) months to as much as three (3) years in duration. Further, it is anticipated for most projects, the work will be performed one hundred percent (100%) remotely, but consultants must be located within the Continental United States unless authorized in writing by ITS. NOTE: Some projects may require Consultants to be onsite. Such onsite projects could be located anywhere within New York State (statewide). The percentage of remote work will be specified in the Tier 2 Personnel Request Document (PRD).

This Procurement is a two-tiered process as more fully described in Section 2.2 below.

### 2.2 BEST VALUE PROCUREMENT – TIERED EVALUATION/SELECTION:

**The release of this RFP is a two-tiered effort for NYS ITS to fulfill its ongoing needs for qualified vendors to provide technical support personnel, on an as needed basis.**

#### Tier 1- RFP for a Master Service Agreement (MSA)

1. This initial Tier 1 RFP will be used to prequalify Vendors in an effort to expeditiously fulfill the State's ongoing needs for qualified vendors to provide technical support personnel, on an as needed basis. This Tier 1 process will result in multi-awards for an MSA/Contracts issued to Bidders who successfully meet the RFP requirements.

2. During this Tier 1 of the procurement process, Vendors must submit Proposals that reflect they meet all of the Minimum Vendor Qualifications outlined in Section 2.3 and agree to all of the Service Requirements as outlined in Section 3.
3. Administrative, financial, and technical evaluations will be completed for each Vendor Proposal submitted. If the Vendor's Proposal meets all of the qualifications as outlined, the Vendor will be awarded a contract under the MSA.
4. ITS may conduct additional periodic recruitments under the same terms and conditions throughout the term of any resultant MSA/Contract to allow for additional vendors to be included in the Tier 2 process. ITS may also conduct additional periodic recruitments among current or potential vendors to add additional Consultant titles. ITS may conduct such periodic recruitments at its sole discretion.
5. Bidders awarded an MSA/Contract under Tier 1 (prime contractors) are prohibited from bidding during the Personnel Request Document (PRD) process (Tier 2) while utilizing another prime contractor as a subcontractor OR acting as a subcontractor to any other prime contractor, under this MSA/Contract.

In the event a prime contractor bids or acts as a subcontractor to another prime contractor during the PRD process (Tier 2), the responses from both prime contractors will be deemed non-responsive.

#### **Tier 2 – MSA- Request for Quotes for Technical Support Personnel**

Tier 2 is the level at which specialized Consultants will be selected after NYS ITS identifies a need.

1. The Tier 2 phase of the procurement will be a Request for Quotes (RFQ) process, where ITS will issue a PRD to solicit and obtain quotes for technical support personnel, from the Contractors awarded an MSA from the Tier 1 procurement process. When responding to the PRD, Contractors are encouraged to not submit the same candidate for several PRD's simultaneously. The PRD will specify how candidates can be submitted and the number of candidates requested.
2. NYS ITS will identify the need for technical support personnel and will solicit an PRD to all the MSA-awarded Contractors.
3. Contractors will be provided with pertinent information within the PRD that is needed to provide a quote for technical support personnel. The PRD will request: 1) the resumes of up to three (3) candidates per specified position. The candidates must be available for the anticipated duration specified and the candidates must meet the minimum qualifications for the position(s) being sought; and 2) associated pricing, as defined herein, for said candidates. The PRD will establish a deadline for response and the deadline will be dependent upon the urgency to fill the position(s) but, in no instance will the deadline be less than forty-eight (48) hours from the time the e-mail is sent. It is ITS' expectation that generally the response deadline will be five (5) business days from the issuance date of the PRD. ITS will then select the individual candidate(s) who best meet ITS' needs, based on an evaluation of Contractors' proposed candidates as described in RFP, Section 6. A sample RFQ, PRD can be found in Exhibit E – Sample Personnel Request Document Form. Once the candidate is selected the vendor will receive a tentative award and a Task Order for signature. The task order will be sent to OSC for review and approval / denial. The vendor will receive an onboarding letter with start date, once OSC approval is received. Candidates may not begin working, nor will ITS pay for any invoices or bills, prior to receipt of OSC approval.
4. Any quote submitted by a Contractor in response to a PRD must not exceed the rates submitted and agreed upon during the Tier 1 phase. However, additional discounts may be applied to the not to



exceed rates on quote submission. The additional discounts will only apply to the specific quote submitted unless specified by the Contractor in subsequent RFQs.

### 2.3 MINIMUM BIDDER QUALIFICATIONS (TIER 1) (AMENDED)

Bidders must meet the minimum qualifications set forth herein below and in Attachment 20 to be deemed qualified to respond to this RFP. Failure to meet all requirements in Attachment 20 **will** result in the Proposal being deemed non-responsive and eliminated from consideration.

#### Qualifications:

- (a) 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. .
- (b) The 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”).
- (c) The 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.
- (d) Bidder must have placed at least 100 consultants with Government agencies, over the last five (5) years with at least fifty (50) of which must have been in New York (Federal, State, and/or local government).
- (e) Bidder must have placed, a total of fifteen (15) Level II placements, among four (4) **or more**, substantially similar titles, meeting the minimum requirements set forth in Section 3.1 of this RFP, and as specified in Appendix L, over the last five (5) years.

### 2.4 MSA/CONTRACT FORMATION (TIER 1)

The MSA/Contracts that result from this RFP shall contain the terms and conditions set forth in this RFP, Appendix A, and Appendix C. The MSA/Contract shall be subject to the approval of the NYS Attorney General’s Office (“AG”) and the NYS Office of the State Comptroller (“OSC”). Upon final approval by OSC, a fully executed contract will be delivered to the Contractor.

### 2.5 DEFINITIONS

Definitions for certain terms and a list of Acronyms used in this RFP, including its appendices and attachments, can be found in Appendix J– Glossary of Terms.

## SECTION 3 - PROJECT SERVICES (TIER 1 AND TIER 2)

### 3.1 SCOPE OF WORK

RFP, Appendix L sets forth job titles and job descriptions. As noted in RFP, Appendix L, there are two (2) levels (i.e., levels I and II) for each of the titles listed.

- Level I – must have between three (3) and seven (7) years of experience.
- Level II – must have more than seven (7) years of experience working on complex projects with 2 or more years in a leadership role.

Contractors are advised that when the need to fill a specific position in Tier 2 is identified, the actual job descriptions for that position may deviate somewhat from what is set forth in the RFP's Appendix L.

Contractors 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.

Contractors must have a process to identify and propose qualified candidates in response to the State's issuance of a PRD. The process utilized must be able to:

- Identify potential candidates and validate that the potential candidate's experience/expertise meets the requirements of the position for which services are being sought via the PRD;
- Supplement the Contractor's resumé pool if desired candidates are not available for a current PRD;
- Rapidly replace Consultant(s) when the State finds that the Consultant is unacceptable or is otherwise unable to perform the tasks set forth in a PRD based on the replacement timeframes stipulated in the PRD (Note, ITS may bid out a new RFQ or seek a replacement consultant at its sole discretion).; and
- Monitor the work performance of Contractor supplied Consultant(s).

### 3.2 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 proposed Contract Manager must have five (5) years' experience managing governmental (state and/or federal) contracts of similar size and scope of the contract resulting from this RFP. The designated Contract Manager shall serve as the Contractor's representative and the State's prime contact with regard to 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 listed. Contractor may change or update the Contract Manager or backup 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.

### 3.3 CONSULTANT(S) RESPONSIBILITIES

During the term of the Contract, once ITS selects a Contractor proposed Candidate to serve as a Consultant, the Consultant will be expected to be available to perform the services as requested. Changes in Consultants after selection will require the written consent of ITS. Once a Candidate has been approved and assigned to provide Services under a PRD, 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. Replacement Consultants with equivalent skills will be provided by the Contractors at the same or a lower hourly rate as that of the replaced Consultant. 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 a PRD and such personnel will be identified in the PRD. Contractor acknowledges that the skill and experience of personnel proposed to be assigned to the scope of work set forth in the PRD are material elements in executing the PRD. Therefore, in order to ensure timely and cohesive completion of the Services, both Parties intend that the personnel initially assigned to provide the Services will continue through the duration of the engagement as set forth in the PRD.
- b. In the event a project requires Consultants to be on site, the Consultants will not be separately reimbursed for expenses incurred to travel to and from their designated onsite work location. Travel and any other vendor costs are included in the all-inclusive, not to exceed hourly rate paid to the vendor.
- c. Projects requiring Consultants to be onsite, ITS will provide Consultants with office equipment, personal computers, and other tools (ITS Issued Equipment) necessary for the successful completion of the Services. In the event the Consultant does not return ITS Issued Equipment, at the end of the engagement or upon ITS' request, the Contractor may be expected to reimburse ITS for the value of any unreturned equipment. Such reimbursement may include credits on future or pending invoices.
- d. The Consultant 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
  - Non-standard hours will be based on program needs as communicated in writing
  - **Up to one hundred percent (100%) remote work (telecommuting) at the discretion of ITS and based upon project requirements.** All consultants must be located in and access State data or systems from the Continental United States, ITS may at its sole discretion waive this requirement. In no instance may a Consultant access State data or systems from outside the Continental United States without the express written permission of ITS. **NOTE:** Some projects may require Consultants to be onsite. Such onsite projects could be located anywhere within New York State (statewide). The percentage of remote work will be specified in the PRD.
  - 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 time period to be determined by ITS
- 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 their designee. All billings will be on the basis of actual hours worked times the appropriate hourly rate including any hours worked over 40 hours per week. ITS will not pay overtime rates for hours worked over 40 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 PRD 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 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. (Note, ITS may bid out a new RFQ or seek a replacement consultant at its sole discretion)

**Voluntary Resignation**

The Contractor must provide written notice at least ten (10) business days prior to a departure of any Consultant before the conclusion of their term of service. If less than ten (10) business days’ prior written notice is given in such a situation, that Consultant’s time may be credited back to the State for each day less than the required notification period.

**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 their designee will exercise reasonable and exclusive judgment in these matters.

The selected candidates 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. If the State elects to refill the position, such notification shall act as the State’s issuance of a PRD, as required herein. Therefore, all requirements under the RFP must be met.

The State reserves the right to immediately suspend or reduce Consultant services during the term of the Contract or during a period as defined in a PRD 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.

### **3.3.1 Background Check**

The Contractor's Contract Manager and all consultants placed by the Contractor shall undergo a background check as described in Appendix C, Section 7, prior to beginning any work pursuant to this Contract. Such background check fees shall be paid by the Contractor and shall not be reimbursable by the State under any circumstances. Failure to complete a background check or any required onboarding tasks may result in the termination of an award at the sole discretion of the State.

See Section 4 for more information on administrative processes regarding non-award letters, debriefings and protest procedures. The administrative processes so outlined in Section 4 are applicable for both Tier 1 and Tier 2.

## **3.4 PAYMENT TERMS (TIER 2)**

Contractor shall remit invoices to ITS in accordance with invoicing instructions published by the NYS OGS Business Services Center on their website online via: <https://bsc.ogs.ny.gov/nys-vendors>

Submit a complete and accurate invoice via email to: [AccountsPayable@ogs.ny.gov](mailto:AccountsPayable@ogs.ny.gov). The subject field should include: agency name (ITS), invoice number, and Routing ID (if any) being billed.

Invoices must be submitted in a non-editable file format, preferably a PDF. Excel and Word files should be converted to PDF to ensure data presentation/integrity, and expedite processing time.

For any Services rendered during the State's prior fiscal year (April 1 through March 31), any invoices for such Services must be submitted by May 15 of the State's current fiscal year. Failure to submit such invoices by May 15 will result in forfeiture of payment due to Contractor unless ITS provided written notification detailing otherwise.

See Section 3.3(e) for information regarding hourly rate billing.

## **3.5 TRANSITION (TIER 1 & TIER 2)**

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.

## **SECTION 4 - ADMINISTRATIVE REQUIREMENTS AND INFORMATION (TIER 1 AND TIER 2)**

### **4.1 INQUIRIES FROM BIDDERS**

NYS Finance Law §§139-j and 139-k imposes certain restrictions on communication between NYS and Proposers during a procurement. Proposers should submit all RFP inquiries, questions, or comments to [its.sm.bestvalue@its.ny.gov](mailto:its.sm.bestvalue@its.ny.gov) using the Proposer Questions and Extraneous Terms Form (Attachment 4) by the due date indicated on the Calendar of Events. **No other method of inquiries will be accepted.**

Additional information is available from the Advisory Council on Procurement Lobbying.

Administrative issues pertaining to sending/receiving email through the designated mailbox may be reported at (518) 473-9341.

### **4.2 EXTRANEOUS TERMS**

Proposals must conform to the terms set forth in the RFP. Extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the Proposal non-responsive and may result in rejection of the Proposal. Extraneous terms submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) that are attached or referenced with submissions shall not be considered part of the Proposal or resulting Contract but shall be deemed included for informational or promotional purposes only.

Each proposed extraneous term must be specifically enumerated in writing and specify the particular RFP section that Vendor proposes to modify and the reasons why. Any extraneous terms must be submitted during the Question and Answer period as identified in this RFP's Calendar of Events. Extraneous terms submitted after this time will not be considered.

No extraneous term shall be incorporated into the Contract unless expressly accepted by NYS ITS in writing. Acceptance and/or processing of a Proposal shall not constitute acceptance of extraneous terms.

ITS will not entertain any exceptions to Appendix A - Standard Clauses for New York State Contracts.

### **4.3 COMMUNICATIONS FROM NYS TO VENDORS**

NYS ITS has established a procurement website for the purpose of disseminating information relating to this procurement at <https://its.ny.gov/competitive-procurement-opportunities>. Vendors are encouraged to monitor the site.

### **4.4 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. Building Access procedures may change or be modified at any time. Bidders assume all risks for timely, properly submitted hand deliveries.

### **4.5 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 may be rejected.**

**Faxed and electronic submissions will not be accepted.** If Proposal packaging labels are not sufficient to identify the contents, NYS ITS reserves the right to open packages for the purpose of identifying the source and contents of the package. All materials submitted by the Vendor become the property of the



State of New York Office of Information Technology Services and may be returned only at the sole discretion of NYS ITS.

#### **4.6 PROPOSAL PREPARATION COSTS**

The State is not liable for any cost incurred by a Bidder in the preparation and production of a Proposal or for any work performed prior to the issuance of and OSC approval of the Contract. Additionally, no cost will be incurred by the State for any prospective Bidder or Bidder's participation in any procurement related activities. Further, Contractors shall not be reimbursed for the preparation of any PRD response(s), invoice or billing statements, or for the correction of any error in previously submitted invoices or billing statements.

#### **4.7 DISCLOSURE OF PROPOSAL CONTENTS – FREEDOM OF INFORMATION LAW (“FOIL”)**

##### **NOTICE TO BIDDER'S LEGAL COUNSEL**

All materials submitted by a Bidder in response to the RFP shall become the property of ITS and may be returned to the Bidder at the sole discretion of ITS.

Disclosure by ITS of items related to this Procurement shall be permitted consistent with the laws of the State of New York and specifically the NYS Freedom of Information Law (FOIL) contained in Section 87 of the NYS Public Officers Law. ITS shall take reasonable steps to protect from public disclosure any records or portions thereof relating to this Contract that are otherwise exempt from disclosure under that statute. Information constituting trade secrets or critical infrastructure information, for purposes of FOIL, must be clearly marked and identified as such by the Contractor upon submission to ITS.

If the Contractor intends to request an exemption from disclosure under FOIL for trade secret materials or critical infrastructure information, the Contractor shall, at the time of submission, request the exemption in writing and provide an explanation of: (i) why the disclosure of the identified information would cause substantial injury to the competitive position of the Contractor; or (ii) why the information constitutes critical infrastructure information which should be exempted from disclosure pursuant to §87(2) of FOIL. Acceptance of the identified information by ITS does not constitute a determination that the information is exempt from disclosure under FOIL. Determinations as to whether the materials or information may be withheld from disclosure will be made in accordance with FOIL at the time a request for such information is received by ITS. Contractor represents and warrants that it understands that requests to exempt the entirety of Contractor's materials from disclosure under FOIL has generally not been found to be meritorious.

#### **4.8 NOTIFICATION OF AWARD AND OPPORTUNITY FOR DEBRIEFING**

The tentative awardee will be advised of selection by ITS through the issuance of a formal written correspondence indicating a proposed award. All Bidders will be notified of the selection, non-selection or rejection of their Bids. Should ITS and a tentative awardee be unable to reach agreement as to the terms of the Contract within a reasonable time, as determined by ITS, ITS may withdraw the award and proceed to the next highest ranked Bidder.

Once an award has been made, Bidders may submit a written request for a debriefing as to why their Bid did not result in an award. The written request must be received by the ITS Sole Designated Contact identified on the cover page of this RFP no later than fifteen (15) calendar days from the date of the award announcement. The purpose of the debriefing is to provide information to each Bidder about the scoring and evaluation of the requesting Bidder's Bid. ITS will not provide Bidders with information about another Bidder's Bid. This is also an opportunity for a Bidder to learn how to improve future bids.

This Section 4.8 is applicable to both the Tier One and Tier Two levels.



#### 4.9 ITS BID PROTEST POLICY

The State of New York strives to assure a fair, open and competitive procurement process. To file a Bid Protest, vendors must timely follow the procedures for filing a bid protest set forth in the ITS Bid Protest Policy which can be found at: <https://its.ny.gov/system/files/documents/2023/01/its-p23-003-bid-protest.pdf>. This Section 4.9 is applicable to both the Tier One and Tier Two levels.

#### 4.10 ITS RESERVATION OF RIGHTS

In addition to State's rights as reserved in RFP, Appendix C and any other rights articulated elsewhere in the RFP, ITS reserves the right to:

- a. Disqualify a Bidder from receiving the award if the Bidder has previously failed to perform satisfactorily in connection with public bidding or contracts.
- b. Correct Bidders' mathematical errors and waive or modify other minor irregularities in Proposals received, after prior notification to the Bidder.
- c. During the evaluation process, seek clarification information from a Bidder(s) for the purpose of assuring State's full understanding of the Bidder's responsiveness to the RFP requirements. This clarification information, if required in writing by ITS, must be submitted in writing in accordance with formats as prescribed by ITS at the time said information is requested and, if received by the due date set forth in the ITS request for clarification, shall be included as a formal part of the Bidder's Proposal. Failure to provide required information by its associated due date may result in rejection of the Bidder's Proposal. Bidder(s) may be required to participate in individual presentations to clarify its (their) Proposal(s) (e.g., Oral Presentation and Interview). Both oral and written clarifications, if any, will be considered in the proposal evaluation process. Nothing in the foregoing shall mean or imply that it is obligatory upon the State to seek or allow clarifications as provided for herein.
- d. Waive any non-material requirement not met by all Bidders.
- e. Not make an award from this RFP.
- f. Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available.
- g. Waive any requirements that are not, as deemed by the State, material.
- h. If two or more Proposals are found to be substantially equivalent, an award will be made pursuant to State Finance Law Section 163 (10)(a).
- i. Modify, correct, and/or clarify stipulated requirements at any time during the Procurement, provided that any such modification/correction and/or clarification does not materially benefit or disadvantage any particular Bidder or materially disadvantage any non-Bidder;
- j. Eliminate requirements unmet by all Bidders;
- k. Set aside the original selected Bidder if it is subsequently determined by the State that the Bidder is non-responsible or non-responsive. ITS may then award the next highest ranked Bidder
- l. At any time prior to award, withdraw a PRD request.
- m. Waive minor irregularities and/or omissions in Contractor responses to a PRD if the State determines the best interests of the State will be served.
- o. During the Tier 2 evaluation process, to seek clarification information from a Contractor for the purpose of assuring ITS' full understanding of the Contractor's responsiveness to the PRD requirements. This clarification information must be submitted in writing in accordance with formats as prescribed by ITS at the time said information is requested and, if received by the due date set forth in ITS' request for clarification, shall be included as a formal part of the Bidder's response to the PRD. Failure to provide required information by its associated due date may result in rejection

of the Bidder's offer. Nothing in the foregoing shall mean or imply that it is obligatory upon ITS to seek or allow clarifications as provided for herein.

- p. Disqualify any Contractor whose conduct and/or response fails to conform to the requirements of the Contract or PRD.
- q. At both the Tier One and Tier Two levels, request best and final offer pricing for any or all pricing included in a Bidder's, or Contractor's, financial proposals.
- r. At the Tier 2 level, to extend task orders by an additional two (2) year period at ITS' sole discretion.

#### **4.11 NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT BUSINESS ENTITY**

The State conducts a review of prospective contractors and subcontractors with anticipated expenditures at \$100K or more to provide reasonable assurances that the Contractor is responsive and responsible. A For-Profit Business Entity Vendor Responsibility Questionnaire (hereinafter "Questionnaire") is used for non-construction contracts and is designed to provide information to assess a Bidder's responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a Proposal, Bidder agrees to fully and accurately complete the Questionnaire. The Bidder acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Bidder is responsible and that the State will be relying upon the Bidder's responses to the Questionnaire, in addition to all other information the State may obtain from other sources, when making its responsibility determination.

The ITS recommends that vendors file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions available at <http://www.osc.state.ny.us/vendrep/enroll.htm> or go directly to the VendRep System online at <https://onlineservices.osc.state.ny.us>.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's IT Service Desk at 866-370-4672 or 518-408-4672, or by e-mail at [ITServiceDesk@osc.state.ny.us](mailto:ITServiceDesk@osc.state.ny.us). Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact the ITS or the Office of the State Comptroller's Help Desk for a copy of the paper form.

#### **4.12 SUPPLIER DIVERSITY: MWBE AND SDVOB REQUIREMENTS**

Under various New York State laws (including NYS Executive Law Article 15-A and Veterans' Services Law Article 3; 5 NYCRR 140-145 and 9 NYCRR Part 252; and NYS Executive Order 162), ITS is obligated to promote opportunities for maximum feasible participation in the performance of its contracts for NYS-certified minority- and women-owned business enterprises (MWBEs), NYS-certified Service-Disabled Veteran-Owned Businesses (SDVOBs), and the employment of minority group members and women.

In 2006, New York State commissioned a disparity study to evaluate whether minority- and women-owned business enterprises had a full and fair opportunity to participate in State contracting. Published on April 29, 2010, the study, "*The State of Minority and Women-Owned Business Enterprises: Evidence from New York*" and a follow-up report entitled "*2016 MWBE Disparity Study*" published on June 30, 2017 ("Disparity Studies") found evidence of statistically significant disparities between the participation levels of MWBEs in State procurement and contracting versus the number of MWBEs ready, willing, and able to participate in such

procurements. Accordingly, the Disparity Studies made recommendations concerning implementation and operation of the statewide certified minority- and women-owned business enterprises program. These recommendations led to enactment and implementation of New York State Executive Law Article 15-A, which requires, among other things, that ITS establishes, in the performance of NYS contracts: goals for maximum feasible participation of NYS-certified MWBEs; and, equal employment opportunity (EEO) of minority groups members and women.

Under Chapter 22 of the Laws of 2014, the NYS Service-Disabled Veteran-Owned Business Act was directed towards assisting service-disabled veterans in playing a greater role in the economy of NYS in order to promote and encourage the continuing economic development of service-disabled veteran-owned businesses. In accordance with § 2 of Part PP of Chapter 56 of the Laws of 2022, the SDVOB provisions in Executive Law Article 17B became Veterans' Service Law Article 3, and in accordance with § 113 of Part PP, the act became effective April 1, 2023.

As such, under NYS law Contractors must continue to utilize small, minority and women owned businesses, provide opportunities for service-disabled veterans, and provide for the employment of minority group members and women in the performance of their contracts with NYS, consistent with current New York State law.

The January 9, 2017 NYS Executive Order No. 162 was created "to ensure that workers are being provided equal opportunities to work on State contracts and are being paid similarly for performing the same work."

The EEO and EO 162 Workforce Utilization forms are located at:

<https://its.ny.gov/procurement#eeo-and-mwbe-supplier-diversity-program>

The MWBE forms are located at:

<https://its.ny.gov/procurement#eeo-and-mwbe-supplier-diversity-program>

The SDVOB forms are located at:

<https://its.ny.gov/procurement#sdvob-supplier-diversity-program>

### **Business Participation Opportunities for MWBEs**

For purposes of this solicitation, ITS hereby establishes an overall goal of **30%** for MWBE participation, **15%** for New York State-certified Minority-owned Business Enterprise ("MBE") participation and **15%** for New York State-certified Women-owned Business Enterprise ("WBE") participation (based on the current availability of MBEs and WBEs).

### **SDVOB Participation Goals**

For purposes of this solicitation, ITS has established an overall goal of **6%** for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, Contractor should reference the directory of New York State Certified SDVOBs found at: <https://ogs.ny.gov/veterans>.

## **SECTION 5 - PROPOSAL REQUIREMENTS (TIER 1)**

### **5.1 PROPOSAL PREPARATION**

All bids must be machine produced. Bids submitted handwritten in pencil or ink will be disqualified.

### **5.2 PACKAGING OF RFP RESPONSE**

Bidder must submit one (1) original hard copy and one (1) electronic copy on each of two (2) PC Compatible Windows USB Thumb-Drives, saved as searchable Microsoft Word, Excel and/or Adobe Acrobat formats of each of the Administrative Proposal, Financial Proposal, and Technical Proposal. Each proposal must be submitted in separate, sealed packaging and appropriately labeled. The Administrative and Technical Proposals must contain no information regarding Bidder's Financial Proposal. In the event of any discrepancies between the originals, additional hard copies, and the electronic versions, the originals shall govern.

The proposal documents must be submitted by mail, hand delivery, overnight carrier or certified mail in a package showing the following information on the outside:

- Proposer 's complete name and address
- RFP Number – C000729, Specialized Staffing to Provide Application Development Support Services
- Proposal Due Date and Time: (as indicated on page ii- RFP Calendar of Events)
- NOT TO BE OPENED EXCEPT BY AUTHORIZED PERSONNEL

**Failure to complete all information on the proposal envelope and / or packages may necessitate the premature opening of the proposal.**

### **5.3 GENERAL REQUIREMENTS FOR PROPOSALS**

Vendors must submit a complete response to this RFP that satisfies the requirements set forth below and in in Attachment 1- Proposal Submission Requirements Checklist. Failure to do so may render the Vendor's Proposal non-responsive.

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) rounded to the nearest penny, as applicable.

### **5.4 PROPOSAL FORMAT AND CONTENT**

In order for the State to evaluate bids fairly and completely, proposers must follow the format set forth herein and must provide all of the information requested. Failure to conform to the stated requirements may necessitate rejection of the bid.

Proposers are encouraged to include all information that may be deemed pertinent to their proposal. Proposers may be requested to provide clarification based on the State's evaluation procedure. Any clarification will be considered a formal part of the Proposer's original proposal. If further clarification is needed during the evaluation period, ITS will contact the Proposer.

Note: ITS reserves the right to request any additional information deemed necessary to ensure that the Proposer is able to fulfill the requirements of the contract.

## 5.5 TECHNICAL PROPOSAL REQUIREMENTS

**\*\*DO NOT INCLUDE ANY COST DATA IN THE TECHNICAL PROPOSAL\*\***

The Bidder's Technical Proposal should contain responses to all of the following sections as set forth below (i.e., Section 5.5.1 through 5.5.4) in the formats as specified and, as applicable, using the forms set forth in RFP, Attachments 1, 7, 20 and 21. The Bidder's Technical Proposal must be furnished in hard copy, with electronic version in a searchable Microsoft Word, Microsoft Excel, or Adobe Acrobat, as applicable. In the event of a discrepancy, the hard copy shall govern.

The Technical Proposal should contain the following information, in the order enumerated below:

### 5.5.1 Proposal Submission Requirements Checklist

The Proposal Submission Requirements Checklist (Attachment 1) shall be completed and signed and submitted with the technical proposal.

### 5.5.2 Firm Offer Letter & Conflict of Interest

The firm offer letter (Attachment 7) must confirm that the proposer understands all the terms and conditions contained in this RFP and will comply with all the provisions of this RFP. Further, should the contract be awarded to your company, you would be prepared to begin services upon OSC approval. The firm offer letter must include the full contact information of the person(s) ITS shall contact regarding the bid and must also include the name(s) of principal(s) of the company responsible for this contract, their function, and title. A Proposer Representative authorized to make contractual obligations must sign the cover letter.

### 5.5.3 Bidder Qualifications

Bidders must meet the minimum qualifications as set forth in RFP Section 2.3. To evidence that the Bidder meets said qualifications, the Bidder must complete and submit Attachment 20 entitled "Minimum Bidder Qualifications" and the information requested in RFP Section 5.5.4. The Bidder must provide a Client Point of Contact where indicated in Attachment 20. This information shall be used, at the sole discretion of the State, to validate experience as indicated in Attachment 20. The Bidder shall be solely responsible for providing Point of Contact names and phone numbers where indicated who is willing to serve as a reference for the Bidder and who are readily available to be contacted by the State.

### 5.5.4 Technical Proposal Narrative (Pass/Fail)

Each bidder's Technical Proposal must include the Technical Proposal Narrative (Attachment 21) which includes separate responses to the following requirements outlined in bullets one (1) through three (3) below:

#### 1. Organizational Background and Experience

a) The Bidder should provide a description of the Bidder's organization, including the number of years the organization has been providing services similar to this RFP. Describe the organization's ability to meet the performance requirements of this RFP including special techniques, skills or abilities of the organization.

b) Describe the Bidder's experience in providing professional staffing to governmental agencies or large organizations.

#### 2. Contract Manager

The Bidder must submit the following components:

- a) An organizational chart delineating the Contract Manager and the lines of communications.
- b) The name of and description of the work experience and other relevant background of the proposed Contract Manager (Section 3.2) and backup (optional) staff assigned to manage this contract.
- c) Provide a narrative describing how the proposed Contract Manager meets the requirement of having five (5) years' experience managing governmental (state and/or federal) contracts of similar size and scope of the contract resulting from this RFP.

### 3. Project Description

The Bidder must provide a Project Description identifying how they plan to accomplish all tasks as identified in Section 3.1 and Section 3.3 of the RFP. Specifically, the bidder must address all of the following:

- a) Describe the Bidder's process to identify and propose qualified candidates in response to the State's issuance of a PRD.
- b) Describe the Bidder's general approach for recruiting qualified staff, including all recruitment methods to be utilized.
- c) Describe the Bidder's process for interviewing potential candidates for screening purposes and specify how the bidder will address criteria in Section 3.3.1.

## 5.6 FINANCIAL PROPOSAL REQUIREMENTS (TIER 1) (AMENDED)

ATTACHMENT 22 SUBMISSION INSTRUCTIONS:

### Pricing Schedule:

For the Financial Proposal, the Bidder must submit its proposed, all inclusive "Not to Exceed" hourly rates in the format specified in RFP, Attachment 22 – Financial Proposal Workbook, based upon the instructions and assumptions below and contained in the attachment.

The Financial Proposal will be evaluated for completeness ~~for reasonableness of rates~~. The Bidder must propose "Not to Exceed" hourly rates for ALL the Job Titles and Job levels Statewide. FAILURE TO PROPOSE "NOT-TO-EXCEED" HOURLY RATES FOR ALL OF THE JOB TITLES FOR Statewide WILL RESULT IN THE BIDDER'S PROPOSAL BEING DEEMED NON-RESPONSIVE. Not to Exceed hourly rates must be all inclusive and cover any and all contractor expenses, including, but not limited to, all training, travel costs, parking fees, and other ancillary fees and costs including permits, licenses, and insurance. The not to exceed hourly rate will be the sole compensation paid to the contractor by the State.

## 5.7 ADMINISTRATIVE PROPOSAL REQUIREMENTS (TIER 1)

**\*\*DO NOT INCLUDE ANY COST DATA IN THE ADMINISTRATIVE PROPOSAL\*\***

The Bidder's Administrative Proposal must contain responses to all documents described in RFP, Attachment 1. The Bidder's Administrative Proposal must be furnished in hard copy, with electronic versions in searchable Microsoft Word, Microsoft Excel, or Adobe Acrobat, as applicable. In the event of a discrepancy, the hard copy shall govern. Failure to use the documents provided will result in the Bidder's Proposal being deemed non-responsive.



## SECTION 6 - EVALUATION METHODOLOGY

### 6.1 EVALUATION/SELECTION PROCESS (TIER 1)

Initially, Contractors will be selected as a result of the Tier One evaluation/selection processes described below. All Proposals will be evaluated based on the criteria listed in this Section 6.1.

ITS may conduct additional periodic recruitments under the same terms and conditions throughout the term of any resultant Contract to allow for additional vendors to be included in the Tier Two process. ITS may also conduct additional periodic recruitments among current or potential vendors to add additional Consultant titles. ITS may conduct or not conduct such periodic recruitments at its sole discretion.

#### 6.1.1 Proposal Completeness Review

After the Proposal opening, each Proposal will be screened for completeness and conformance with the RFP's requirements. Proposals that do not meet the RFP's requirements may be deemed non-responsive, removed from further consideration, and the Bidder notified accordingly. NYS ITS reserves the right to request clarifications.

#### 6.1.2 Mandatory Minimum Qualifications and Technical/Financial Proposal Requirements Evaluation

Proposals submitted by Bidders will be evaluated on a Pass/Fail basis to determine whether they satisfy the RFP's Minimum Bidder Qualifications (see Section 2.3, Section 5.5.3 and Attachment 20) and the Technical Proposal Requirements in Section 5.5.4 and Attachment 21, and the Financial Proposal Requirements in Section 5.6 and Attachment 22. Proposals that fail to meet these Minimum requirements will be deemed non-responsive, will not be further evaluated, and the Bidder will be notified accordingly. Passing proposals will be awarded a Contract under Tier One (1) of the RFP.

#### 6.1.3 Administrative Proposal Evaluation

No points awarded to the Administrative Proposal.

### 6.2 EVALUATION/SELECTION PROCESS (TIER 2)

The process described herein this Section 6.2 of the RFP will be used by ITS after Bidders receive awards through the Tier One evaluation process (Contractors), and ITS determines that Services are required. Pursuant to Article XI of the State Finance Law, the basis for award for Tier Two, shall be on a Best Value basis. "Best Value" means the basis for awarding PRDs to a responsible and responsive Bidder(s)/Contractor(s) whose offer optimizes quality, cost and efficiency, and which is consistent with the best interests of NYS. Award shall be based on an objective and quantifiable analysis with **seventy (70%)** of the overall award based on the qualifications of candidates proposed in response to a Personnel Request Document (PRD) and **thirty percent (30%)** of the overall award based on the Contractor's Pricing.

Through the mini-bid process ITS will send a PRD to all of the Tier One Contractors requesting: 1) the resumes of up to, but not more than, three (3) Candidates per position, available at that time for the anticipated duration and who meet the minimum qualifications for the job title(s) being sought; and 2) Pricing for said proposed Candidate(s). Contractor(s) must notify ITS in writing by the requested PRD response deadline date whether or not the appropriate resources can be provided. If the Contractor(s) decides appropriate resources can be provided as requested, a response with the individual resume(s) of the Candidate(s) offered and associated pricing must be provided by the response deadline date indicated in the PRD request. Rates proposed cannot exceed the Not to Exceed Hourly Rates as set forth in the Contract for the job title(s) being sought via the PRD request. Any Contractor submitting rates that exceed its Not to Exceed Hourly Rates will be considered non-responsive in respect to said Candidate(s).

ITS will evaluate Candidate Profiles and resumes and conduct Candidate Interviews and the Pricing as described below:

### **6.2.1 Pass/Fail Screening**

Contractor's responses will be screened on a pass/fail basis for timeliness, completeness, and responsiveness to the requirements stated in the PRD. Responses that do not pass this Level Pass/Fail screening may be deemed non-responsive and removed from further consideration.

### **6.2.2 Technical Evaluation**

The candidate(s) offered by those Contractors whose responses pass the Pass/Fail screening will be evaluated based on an evaluation of the qualifications, experience, and ability of the proposed candidate(s), as ascertained from a review of Candidate Profiles, resume(s), and Candidate Interviews, and scored based on a weighted scoring system. The Candidates technical score will be weighted at 70% of the overall total award.

Interviews will be conducted with at least the top five (5) scoring Candidates, or all Candidates if less than five (5) are received, determined to be susceptible to award. Susceptibility to award will be established on a PRD-by-PRD basis and provided to all Contractors upon release. The scoring of interviews will also be established at the time of PRD release, e.g., scored separately or used to clarify a Candidate's technical score. Depending upon the established scoring criteria, additional Candidates may be selected for interviews based upon susceptibility to award or a determination by ITS that all proposed Candidates be interviewed.

### **6.2.3 Financial Evaluation**

Contractors shall provide a Financial Proposal with applicable rates for each proposed Consultant with each PRD submission. Such proposal shall not exceed the Not-to-Exceed pricing as proposed by the Contractor in Tier One. The State reserves the right to request Best and Final pricing from any and all Contractors.

The rates quoted by the Contractor in response to a PRD shall be the sole and exclusive rates chargeable to and payable by the State for the Consultant(s) which are the subject of the associated PRD. Invoicing for Contractor provided Consultant(s) shall be based on the pricing rates quoted by the Contractor in response to a specific PRD for actual hours worked. Said invoicing will include at a minimum the name(s) of Consultant(s) being billed along with total hours worked for the given billing period, for each Consultant, signed by the Contractor. Such information will be supported by copies of the time sheets, which will include the daily hours worked by the respective Consultant(s) attached to invoices as backup for the invoice submitted.

The pricing quotes of those Contractors whose responses pass the Pass/Fail screening will be evaluated and scored on a weighted scoring system.

The Financial Score(s) for each Candidate will be calculated using Microsoft Excel based on the formula set forth below, with the lowest Pricing amount receiving the maximum points.

$$\text{Financial Proposal points awarded} = 30 \text{ Total Cost points} \times (\text{Lowest Pricing} / \text{Pricing of Candidate being Scored})$$

### **6.2.4 Final Ranking**

The results of the Technical and Financial Evaluations will be combined to calculate a Candidates Total Combined Score. Candidates will be ranked based on the Candidates Total Combined Scores. Award of the PRD will be made to the highest ranked Candidate. Should two (2) or more Candidates achieve the highest Total Combined Score, the determining factor for purpose of selection will be the Candidates' Financial Scores with award made to the Candidate with the highest Financial Score. In the event that two (2) or more Candidates achieve the highest Total Combined Score and two (2) or more of those Candidates also achieve the highest Financial Score, then said Candidates will be deemed to be substantially equivalent and the decision to award the PRD to one Candidate over the other(s) shall be made by the ITS, in its sole discretion.