

RFP C000729- SPECIALIZED STAFFING TO PROVIDE APPLICATION DEVELOPMENT SUPPORT				
Attachment 3 - Vendor Questions and Extraneous Terms Form				
Company, Contact Name & Phone Number				
List your inquiries about this RFP using the format below. All inquiries will be answered and posted at the URL listed on the Cover Page of this RFP. Please be clear with your inquiry(s) and list the applicable RFP document name and section number which your inquiry refers to. If your inquiry does not refer to a particular RFP Section then list it as "General". Submit as Excel Document -- DO NOT PDF. Submit to: its.sm.bestvalue@its.ny.gov and reference RFP Number and name indicated above in subject line of e-mail.				
Q#	RFP Section Name	Section Number	Inquiry	ITS Responses
1			Is this a new initiative? If not, please provide the names of the current vendor(s) providing the services.	The contracts that will result from this solicitation will be new contracts. There are no existing contracts that relate to this solicitation.
2			Can you please let us know the previous spending of this contract?	There are no current/previous contracts, so the requested data is not available.
3			Please confirm if we can get the proposals or pricing of the incumbent(s).	There are no current/previous contracts, so the requested data is not available.
4			Are there any pain points or issues with the current vendor(s)?	There are no current/previous contracts, so the requested data is not available.
5			Please confirm the anticipated number of awards.	There is no fixed number of awards associated with the Tier 1 process. As per RFP Section 2.1, entitled "Purpose of Request For Proposals," which states the following: 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.
6			<p>I saw the posting for RFP # C000729 SPECIALIZED STAFFING on the New York State Contract Reporter website and would like to take this opportunity to inquire as to your need for single employee IT consulting and services for the central NY area.</p> <p>I am a former IT specialist for NYSDOT before my group was reassigned to ITS and have been running a small IT company specializing in IT consulting and services, mostly network, software, and hardware issues.</p> <p>Thanks for any info you may be able to provide.</p>	ITS welcomes all responsive bidders to respond to this solicitation. Most positions are not location specific and be completed remotely. Potential vendors who do not meet the solicitation requirements may be eligible subcontractors for awarded vendors
7			What would be the number of awards you intend to give(approximate number)?	See response to question 5.
8			Please provide us with an estimated or NTE budget allocated for this contract	ITS will not provide this information as it is not relevant to this procurement.
9			Is this an old contract or new contract?	The contracts that will result from this solicitation will be new contracts. There are no existing contracts that relate to this solicitation.

10			What is the tentative start date of this engagement?	Per RFP Section 2.4 entitled "MSA/Contract Formation (Tier 1), shown here in part: <i>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.</i> The new MSA/Contract will start upon final approval by OSC.
11			What is the work location of the proposed candidates?	Per RFP Section 2.1 entitled "Purpose of Request For Proposals," shown here in part: <i>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).</i>
12			Is this a new contract or are there any incumbents? If there is an incumbent, could you please let us know the incumbent name and pricing and are the incumbents eligible to submit the proposal again?	The contracts that will result from this solicitation will be new contracts. There are no existing contracts that relate to this solicitation.
13			Are there any pain points or issues with the current vendor(s)?	There are no current/previous contracts, so the requested data is not available.
14			Could you please share the previous spending on this contract, if any?	There are no current/previous contracts, so the requested data is not available.
15			Is there any mandatory subcontracting requirement for this contract? If yes, Is there any specific goal for the subcontracting?	As noted in ITS Appendix C, Section 27 and RFP C000729, Section 4.12: Subcontracting Utilization Goals for this procurement are: NYS-certified minority-and women-owned business enterprises (MWBE) MBE 15% and WBE 15%; and NYS-certified Service-Disabled Veteran-Owned Business (SDVOB) is: 6%.
16			How many requisitions were filled in the previous contract?	There are no current/previous contracts, so the requested data is not available.
17			How many requisitions will be required per year or throughout the contract?	The numbers provided in Appendix L are the anticipated numbers of each title needed for the life of the contract. These anticipated numbers do not represent a guarantee of a certain level of work or utilization but are for evaluation purposes.
18			If the proposed candidates are not available at the time of award, will the agency allow us to provide replacement personnel with similar or more skill sets?	During the Tier 2 process, in the event the proposed candidate is not available at the time of award, another candidate cannot be substituted.

19			Can we provide hourly rate ranges for the given positions?	No, hourly rate ranges will not be accepted. See RFP Section 5.6 entitled "Financial Proposal Requirements (Tier 1).
20			Is it entirely onsite work or can it be done remotely to some extent / Does the services need to be delivered onsite or is there a possibility for remote operations and performance?	Per RFP Section 2.1 entitled "Purpose of Request For Proposals," shown here in part: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).
21			Are resumes required at the time of proposal submission? If yes, Do we need to submit the actual resumes for proposed candidates or can we submit the sample resumes?	There is no requirement to submit resumes with the Tier 1 proposal. See Section 5.5 entitled "Technical Proposal Requirements."
22			Could you please provide the list of holidays?	Here is the link https://www.cs.ny.gov/attend_leave_manual/030Appendices/B-CalendarofLegalHolidays/2023calendar.html
23			Are there any mandated Paid Time Off, Vacation, etc.?	No, there are not any state mandated paid time off, vacation, ect.. However, the vendor may allow paid time off, vacation, etc..
24		2.2	Please describe the roles / labor categories anticipated under specialized consultant category as defined for the Phase II of the project?	All of the titles needed during tier 2 of this procurement can be found in Appendix L. The individual consultants chosen under the tier 2 process will have diverse rolls dependent on the needs of ITS at that time.
25		Appendix L	Please describe any specific certifications or licenses required for the labor categories described?	All experience and qualifications needed are shown in Appendix L.
26		2.1	Will the staffing services be required for a single location or multiple locations?	Staffing services will be required for multiple locations. Per RFP Section 2.1 entitled "Purpose of Request For Proposals," shown here in part: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).

27		3.1	Could NYS please provide information about any existing contracts or partnerships that the organization has with staffing agencies?	The contracts that will result from this solicitation will be new contracts. There are no existing contracts that relate to this solicitation.
28		4	Are there any specific terms and conditions that potential vendors should be aware of?	See Appendix C - ITS Terms and Conditions.
29		3	What is the process for onboarding and managing the selected candidates?	See Appendix C - ITS Terms and Conditions.
30		4	Are there any specific reporting requirements or key performance indicators that the staffing services provider needs to adhere to?	See Appendix C - ITS Terms and Conditions.
31		3	Is this a new / fresh staffing requirement or augmentation of an existing staffing contract?	The contracts that will result from this solicitation will be new contracts. There are no existing contracts that relate to this solicitation.
32		3	If augmentation of existing staffing contract, could NYS please elaborate on the present staffing vendor? Is the present staffing vendor eligible to participate in this RFP?	There are no current/previous contracts, so the requested data is not available.
33		2	Could NYS please elaborate on the list of applications used by various departments?	The requested information is not available.
34		2	Is it mandatory for vendors to provide their own W2 resources?	Vendors must be able to provide candidates as needed throughout the contract period.
35		2.2	Please advise if NYS will accept proposals from suppliers establishing Joint Venture (Joint Team relationship) with another supplier? OR Would NYS prefer proposals from suppliers with a subcon onboarded in the nature of prime-subcon relationship?	Joint Ventures may be submitted.
36			Is this a new requirement? If not, please provide a list of the current vendor(s) providing the service?	The contracts that will result from this solicitation will be new contracts. There are no existing contracts that relate to this solicitation.
37			Will this contract result in Single or multiple award?	See response to question 5.
38			Apart from end of tenure, is there any other reason to release this solicitation? Are there any pain points?	The contracts resulting from this solicitation will be new contracts. There are no current/previous contracts, so the requested data is not available.
39			Could you please provide confirmation regarding the allocated budget for the current contract?	There are no current/previous contracts, so the requested data is not available.
40			Please provide a copy of the proposal of all current vendors providing temporary staffing, including rate/cost sheets.	There are no current/previous contracts, so the requested data is not available.
41			Could you please provide us with Attachment 7, which is required for the Administrative proposal? We were unable to locate it on the portal?	The Attachment 7 is now posted to the ITS Website.
42			Please confirm, if the vendor has to prepare the response as per the "attachment-1-proposal-submission-requirements-checklist-5-24-23-final"?	Please follow the guidance in the Amended Attachment 1.
43			How many vendors does the agency intend to award in the Tier 1 and Tier 2	For Tier 1, see response to question 5.
44		General	The Proposal Due Date is three days after a national holiday and during one of the heaviest vacation weeks of the year. Will ITS please consider extending the due date by two weeks in consideration of the fact that many firms have reduced staffs in the week prior to, and during July 4th?	The due date for proposal submission has been extended. See announcement on the ITS procurement website. https://its.ny.gov/competitive-procurement-opportunities

45		3.5	The Transition Plan specifies that "the Contractor shall submit to the State for approval a detailed written plan for Transition...". Could ITS please clarify if such detailed transition plans will be required for every single Tier 2 placement, and if so, is ITS expecting that the individual consultants would provide documentation for transition, or is ITS expecting that the employer (Contractor holding the contract with ITS) would build a transition plan with the details for each individual's transition out?	The transition plan is required "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 details of the transition plan must include "...the tasks, milestones, and deliverables associated with the smooth transition of Services to the State, a third party or a successor Contractor.." which includes details and tasks at the Tier 2 consultant level. Specific needs for transition plans will be determined on a case-by-case basis as needed. See RFP Section 3.5 Transition (Tier 1 & Tier 2) for more information.
46		Appendix C	Can they provide RFP C000671 as referenced in the contract?	Bullet 44, within Appendix C mistakenly references RFP C000671 and should have referenced RFP C000729.
47		General	Is there an SLA that needs or will need to be signed? Can you provide that?	There are no SLA's at the Tier 1 level. In the event there are any SLA's associated with a particular Tier 2 PRD, they would be specified within that Tier 2 PRD.
48	Procurement Overview	2.3	Please confirm that the proposed bidder must have fulfilled an average of 50 customer placements each year over the last 5 years.	Yes, RFP Section 2.3 entitled "Minimum Bidder Qualifications (Tier 1)," bullet "c" states "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."
49		2.2	To eliminate any ambiguity, can you please confirm that 'Not to exceed prices' in attachment-22 are evaluated on a pass/fail basis.	For the Tier 1 submission the Financial Proposal will be evaluated on a pass/fail basis. See RFP Section 6.1.2 entitled "Mandatory Minimum Qualifications and Technical/Financial Proposal Requirements Evaluation" for more information.
50		3.1	Could you provide the experience requirements for Level III job titles	There are no Level III job titles associated with this solicitation. See Appendix L or listing of Job Titles and experience Levels.
51		General	Appendix L is referenced numerous times in the RFP but was not included in the list of document attachments on the NYS procurement site. Could this document be provided?	Appendix L can be found on the ITS website within the PDF entitled "C000729 Combined Appendix A-C-C1-H-J-L-M"
52		2.3	In letter (e) of the Minimum Bidder Qualification (Tier 1) in the RFP, it is stated that "Bidder must have placed, a total of fifteen (15) Level II placements, among four (4) substantially similar titles ..." But in Attachment 20, Qualification #4 states that the bidder must have placed a total of fifteen (15) Level III consultants meeting the minimum requirements." Can you clarify?	Within RFP Attachment 20 entitled "Minimum Bidder Qualifications" within Qualification #5 it specifies "Level II" placements.
53		2.3	Could you clarify whether bidders need to have placed 50 consultants per year for the last five years, base on (C) in "Minimum Bidder Qualifications (Tier 1); or if a total of 50 must have been placed over the last 5 years?	The bidder must have placed an average of 50 consultants per year. See Attachment 20 entitled "Minimum Bidder Qualifications", Qualification #3.

54	Procurement Overview	2.1	Is there a limit to the number of vendors that will be awarded?	There is no fixed number of awards associated with the Tier 1 process. As per RFP Section 2.1, entitled "Purpose of Request For Proposals," which states the following: 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.
55	Consultant Responsibilities	3.3	Will ITS provide remote working consultants with laptops?	Remote working consultants will be provided access to ITS' network through a VDI. Laptop computers will not be provided to consultants who are working 100% remotely.
56	Consultant Responsibilities	3.3	Is a VDI or VPN provided for accessing State data and systems?	Yes.
57	Financial Proposal Requirements (Tier 1)	5.6	Will awarded vendor pricing be published and made publicly available?	Vendor pricing may be posted or made available through the FOIL process. ITS cannot guarantee pricing will remain confidential.
58	Evaluation/Selection Process (Tier 1)	6.1	Will ITS consider awarding extra points in the evaluation criteria for prime vendors who are NYS Certified MWBE/SDVOB firms?	ITS will not change the evaluation criteria as stated in the RFP.
59	Packaging of RFP Response	5.2	Do we need to schedule in advance if we are hand delivering proposal packages?	If the bidder is hand delivering their proposal, scheduling in advance is preferred. Send scheduling requests to its.sm.bestvalue@its.ny.gov and include the RFP number and title in the subject line.
60	Attachment 1	Administrative Proposal	Attachment 7 is not included on the Website, can ITS please provide this required Administrative document?	The Attachment 7 is now posted to the ITS Website.
61	Attachment 1	Administrative Proposal	EO 177 is not called out in the RFP and there is not a Section 4.1.2 - can ITS please clarify what they are seeking in regard to this administrative requirement?	The Section referenced should have been RFP Section 4.12.
62	Attachment 1	Administrative Proposal	Attachment 1 references RFP Section 4.1.2 however the RFP does not seem to have this Section, instead there is Section 4.12 - can ITS confirm that this is correct and will a corrected Attachment 1 be provided?	The Section referenced should have been RFP Section 4.12. Yes, an amended Attachment 1 is posted to the ITS website.
63	Attachment 1	Signature	Are original signatures required or can electronic signatures be used?	Original signatures are required on the hard copies.
64		RFP Document - Section 5.5.2	Attachment 7 is missing from the documents, can you please upload?	The Attachment 7 is now posted to the ITS Website.
65		Attachment 20: Qualification 2	For 8 years of experience, do you want references where we've done 8 years of experience for or can it be multiple references that total 8 years of experience?	Either would be acceptable as long as the bidder provides evidence of a total of 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).

66	SUPPLIER DIVERSITY: MWBE AND SDVOB REQUIREMENTS	4.12	We are both a Minority and Women owned business. Do we qualify for the overall MWBE goal of 30% on our own?	Designation of NYS MWBE certified suppliers to be utilized during the term of the award is included on the MWBE Utilization Plan. Submit the MWBE Utilization Plan as required in Appendix C Section 27. A dual certified supplier, having both NYS MBE and WBE certification, cannot be designated to meet both an MBE and a WBE goal.
67	MINIMUM BIDDER QUALIFICATIONS (TIER 1)	2.3	Can the bidder identify a total of 15 level II placements over more than 4 substantially similar titles meeting the minimum reqs?	See amended RFP Section 2.3 Minimum Bidder Qualifications, bullet "e".
68		2	What is the anticipated yealy spend on the C000729 contract	ITS will not release this information.
69		2	Has ITS established the factors/situations when work can be done offshore?	Offshore work may be allowable when no regulated State data is accessed or sent outside of the Continental United States. At this time, ITS expects that most work will potentially involve access to regulated State data, and offshore work options will be limited.
70		2	Will the Tier 2 Personnel Request Document (PRD) state if work can be done offshore?	Yes, if offshore work was allowed, the Tier 2 PRD will specify this. Also see answer to question 69.
71		2	From a vendor perspective, there is a liability concern using offshore resources. Does NYS ITS have procedures in place to ensure data security?	Non-CONUS work will be on an exception basis only. In the event an exception is needed, to allow non-CONUS work, the parameters of the exception will be based upon the underlying ITS need at that time. In such a situation, the Tier 2 PRD would specify that non-CONUS work is allowed and would further specify other relevant details. ITS does not anticipate a significant amount of non-CONUS work will be needed. Non-CONUS work will not be allowed if access to regulated data is needed.
72		2	How does the worker's compensation requirement work for offshore resources?	Vendors should review the relevant laws for insurance based on where employees may be located.
73		2	Does ITS have any restrictions on what countries the offshore resources can reside in?	Non-CONUS work will be on an exception basis only. In the event an exception is needed, to allow non-CONUS work, the parameters of the exception will be based upon the underlying ITS need at that time. In such a situation, the Tier 2 PRD would specify that non-CONUS work is allowed and would further specify other relevant details. ITS does not anticipate a significant amount of non-CONUS work will be needed. Non-CONUS work will not be allowed if access to regulated data is needed.
74		3	If a consultant gives a two week notice and the contractor has a replacement candidate, will a transition plan be required?	Transition plans may be required on a case-by-case basis.

75		5	Is there a process ITS will use to determine reasonableness of a bidder's rates?	Cost reasonableness will not be evaluated at the Tier One level. At the Tier Two level, cost will be evaluated in relation to other bidders. The relevant bid documents at that level will provide additional information.
76		Attachment 22	For the 16 titles listed, does ITS have a projected total number of positions needed for each title in year 1?	The numbers provided in Appendix L are the anticipated numbers of each title needed for the life of the contract. These anticipated numbers do not represent a guarantee of a certain level of work or utilization but are for evaluation purposes.
77		Attachment 20	You ask for total Number of Consultant Placements with <u>Government Agencies in New York</u> from 5/1/2018 thru 4/30/32. HBITS has been the contract utilized since 2012, could the "HBITS staff" be submitted for Contact, phone and email for government placements?	Yes, providing the contact information for HBITS staff would be acceptable.
78	Financial Evaluation	6.2.3	Since the term is 5 years with an ability to extend another 5 years, will ITS consider adding an annual COLA index to the terms?	The optional five year extension is at ITS' discretion. The rates for the optional five year contract extension will be negotiated at that time. See questions 107 and 108.
79	Appendix C - ITS Terms and Conditions: Warranties and Guarantees	14.B	Contractor cannot warranty products acquired by ITS unless Contractor is the manufacturer of the product. Since this RFP is for staff augmentation, will ITS delete this provision or make an exception for staff augmentation services?	ITS declines to make the requested change. Vendors must still warrant that services provided by staff meet the relevant requirements.
80	Appendix C - ITS Terms and Conditions: Breaches of NYS Confidential Information	48(a)	Comment: Contractor requests confirmation that this section 48(a) is subject to the limitation of liability set forth in Section 15.C.	The Limitation of Liability does not apply to this section
81	Appendix C-1 - Contractor's Insurance Requirements: Indemnification	15.A	Contractor requests that indemnification be limited to third parties.	ITS declines to make the requested change.
82	Appendix C-1 - Contractor's Insurance Requirements: Certificate of Insurance/Notices	A.3	"Disclose any deductible, self-insured retention, aggregate limits or exclusion to the policy that materially changes the coverage required by this Contract;" Comment: Contractor requests that the requirement to disclose insurance deductibles and self-insured retention be stricken. Contractor can evidence insurance with certificates but cannot disclose deductibles as they are highly sensitive and proprietary to Contractor. Release of these amounts could result in substantial competitive harm.	Deductibles and self-insured retention are only disclosable when those items materially change the coverage required by the Contract. For those that do not materially change the coverage, they do not need to be reported.

83	Appendix C-1 - Contractor's Insurance Requirements: Certificate of Insurance/Notices	A.3	<p>Except for (i) Data Breach and Privacy/Cyber Liability coverage, (ii) Technology Errors and Omissions, and (iii) Crime insurance coverages, ITS generally requires Contractors to submit only certificates of insurance and additional insured endorsements, although ITS reserves the right to request other proof of insurance. Contractors are requested to refrain from submitting entire insurance policies, unless specifically requested by ITS. If an entire insurance policy is submitted but not requested, ITS shall not be obligated to review and shall not be chargeable with knowledge of its contents. In addition, submission of an entire insurance policy not requested by ITS does not constitute proof of compliance with the insurance requirements and does not discharge Contractors from submitting the requested insurance documentation.</p> <p>Comment: Contractor requests that the requirement to provide other proof of insurance or disclose insurance policies be stricken. Contractor only provides insurance certification forms as proof of insurance and policies are proprietary. Further, while Contractor can evidence insurance with certificates or other documentation of insurance, it cannot share full insurance policies as they are proprietary business documents and contain information companies such as Contractor do not share with clients. Contractor's liability is defined by the contract and law. The specific terms and conditions of the coverage do not change that liability and Contractor has the financial ability to meet its obligations absent insurance. Further, release of such information could result in substantial competitive harm.</p>	ITS declines to make the requested change. ITS notes that in most instances, certificates and endorsements are sufficient.
84	Appendix C-1 - Contractor's Insurance Requirements: Forms and Endorsements	A.4	<p>Forms and Endorsements. For Data Breach and Privacy/Cyber Liability, Technology – Errors and Omissions, and certain Crime Insurance coverages (those containing Cyber-theft coverage), Contractor shall provide ITS, after renewal or upon request, with a Schedule of Forms and Endorsements and, upon request, all Forms and Endorsements, unless otherwise agreed to in the Contract. The Forms and Endorsements shall provide evidence of compliance with the requirements of this Contract. Only original documents – or electronic versions of the same that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted.</p> <p>Comment: Contractor requests that this paragraph be stricken because the requested information is proprietary. While Contractor can evidence insurance with certificates or other documentation of insurance, it cannot share such policy excerpts such as forms and endorsements, as such are proprietary business documents and contain information companies such as Contractor do not share with clients. Further, release of such information could result in substantial competitive harm.</p>	ITS declines to make the requested change.
85	Appendix C-1 - Contractor's Insurance Requirements: Primary Coverage	A.5	<p>Primary Coverage. All The Comprehensive General Liability and Comprehensive Business Automobile Liability insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the State, ITS, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. Any other insurance maintained by the State, ITS, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees shall be excess of and shall not contribute with the Contractor's insurance.</p> <p>Comment: This should not extend to "all" insurance policies but only those policies applicable to this RFP. Contractor requests that only Comprehensive Liability and Comprehensive Automobile Liability be primary since these are the only ones that pay third-party claims.</p>	ITS declines to make the requested change.

86	Appendix C-1 - Contractor's Insurance Requirements: Breach for Lack of Proof of Coverage	A.6	<p>Breach for Lack of Proof of Coverage. The failure to comply with the requirements of this section at any time during the term of the Contract shall be considered a breach of the terms of the Contract and shall allow the State, ITS, any entity authorized by law or regulation, after providing written notice, to use the Contract and their officers, agents, and employees to avail themselves of all remedies available under the Contract or at law or in equity.</p> <p>Comment: Contractor requests that this clause can only be executed after providing Contractor written notice. Notice of any alleged breach and opportunity to cure should still be required.</p>	ITS declines to make the requested change.
87	Appendix C-1 - Contractor's Insurance Requirements: Self-Insured Retention/Deductibles	A.7	<p>Self-Insured Retention/Deductibles. Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above \$100,000.00 are subject to approval from ITS. Such approval shall not be unreasonably withheld, conditioned or delayed. The Contractor shall be solely responsible for all claim expenses and loss payments with the deductibles or self-insured retentions. If the Contractor is providing the required insurance through self-insurance, evidence of the financial capacity to support the self-insurance program along with a description of that program, including, but not limited to, information regarding the use of a third-party administrator shall be provided upon request.</p> <p>Comment: Contractor requests that the first three sentences be stricken. Contractor does not share its deductibles or self-insured retentions and does not allow clients to exercise discretion over Contractor's choice of deductibles or self-insured retentions or set maximum allowable deductibles.</p>	ITS declines to make the requested change.
88	Appendix C-1 - Contractor's Insurance Requirements: Subcontractors	A.8	<p>Subcontractors. Prior to the commencement of any work by a subcontractor, the Contractor shall require such subcontractor to procure policies of insurance as required by this section and maintain the same in force during the term of any work performed by that subcontractor.</p> <p>Comment: Contractor requests that this section be stricken since Subcontractors cannot always meet the same levels of insurance as the primary contractors since they will be small M/WBE or SDVOB businesses. Contractor is capable of managing subcontractor risk.</p>	ITS declines to make the requested change.
89	Appendix C-1 - Contractor's Insurance Requirements: Notice of Cancellation or Non-Renewal	A.12	<p>Notice of Cancellation or Non-Renewal. Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or nonrenewal of insurance, the Contractor shall provide ITS with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of this Contract.</p> <p>Comment: Contractor requests the 5 day requirement be changed to 30 days since this is an unlikely scenario that would affect all Contractor's contracts globally.</p>	ITS declines to make the requested change.
90	Appendix C-1 - Contractor's Insurance Requirements: Deadlines for Providing Insurance Documents after Renewal or Upon Request.	A.14	<p>For schedules of forms and endorsements (as required by #11 above) and all forms and endorsements: 60 calendar days</p> <p>Comment: The phrase "all forms and endorsements" should be limited to just those required to be provided under this agreement.</p>	ITS declines to make the requested change.

91	Appendix C-1 - Contractor's Insurance Requirements: Commercial General Liability Insurance	B.1	<p>Aggregate limits shall apply on a per location basis, or as otherwise agreed to in the Contract. This aggregate limit applies separately to each location at which the insured works.</p> <p>Comment: Contractor requests that the sentences addressing aggregate limits by location be stricken since Contractor aggregate limits apply per policy.</p>	ITS declines to make the requested change.
92	Appendix C-1 - Contractor's Insurance Requirements: Data Breach and Privacy/Cyber Liability	B.3	<p>If the policy is written on a claims made basis, Contractor must submit to ITS an an Endorsement broker letter providing proof that the policy provides the option to purchase an Extended Reporting Period ("tail coverage") providing coverage for no less than one (1) year after work is completed in the event that coverage is cancelled or not renewed. This requirement applies to both primary and excess liability policies, as applicable.</p> <p>Comment: Contractor requests that "Endorsement" be changed to "broker letter" since that is the method we would use to submit proof of tail coverage. While Contractor can evidence insurance with certificates or other documentation of insurance, it cannot share such policy excerpts such as forms and endorsements, as such are proprietary business documents and contain information companies such as Contractor do not share with clients. Further, release of such information could result in substantial competitive harm.</p>	ITS declines to make the requested change.
93	Appendix C-1 - Contractor's Insurance Requirements: Technology Errors and Omissions	B.4	<p>The policy shall include coverage for third party fidelity including cyber theft.</p> <p>Comment: Contractor requests that the requirement for third party fidelity coverage be stricken since that is included in Crime Insurance.</p>	ITS declines to make the requested change.
94	Appendix C-1 - Contractor's Insurance Requirements: Crime Insurance	B.5	<p>The policy shall include coverage for third party fidelity, including cyber computer fraud theft if not provided as part of Cyber Liability, and name the State of New York, the New York State Office of Information Technology Services, any entity authorized by law or regulation to use this Contract and their officers, agents, and employees as "Joint Loss Payees" for all Third Party coverage secured. An Endorsement naming as Joint Loss Payees "The State of New York, the New York State Office of Information Technology Services, any entity authorized by law or regulation to use this Contract and their officers, agents and employees" shall be provided upon request. A blanket Joint Loss Payee Endorsement evidencing such coverage is also acceptable. This requirement applies to both primary and excess liability policies, as applicable.</p> <p>Comment: Contractor requests that "cyber theft" be replaced with "computer fraud" since "cyber theft" is too broad a term. Also please replace "Loss Payee" with "Joint Loss Payee".</p>	ITS declines to make the requested change.
95	attachment-20-minimum-bidder-qualifications-final-5-24_2023	Question 3	Does the Vendor need to have fulfilled placements across all of their clients? Can the state provide an amount of clients needed to satisfy the qualification criteria?	To meet the Minimum Qualification #3 the bidder must have fulfilled an average of fifty (50) customer placements across all customers over the last five (5) years.
96	/rfp-c000729-cto-staff-augmentation-final-5-24-2023.pdf	2.1	Can you confirm that Tier 1 projects will be 100% remote?	There are no projects associated with Tier 1. See RFP Section 2.2 entitled "BEST VALUE PROCUREMENT – TIERED EVALUATION/SELECTION" for an explanation of the Tier 1 and Tier 2 process.

97	/rfp-c000729-cto-staff-augmentation-final-5-24-2023.pdf	3.2	What are the Contract Manager requirements for remote/onsite work? Are the requirements independent of Tier1 or Tier2?	The contract manager can work 100% remotely. The contract manager's requirements are established in Tier 1. See RFP Section 3.2 for information regarding the contract manager's duties.
98	/rfp-c000729-cto-staff-augmentation-final-5-24-2023.pdf	3.4	What are the payment terms for Tier 1?	There are no payments associated with Tier 1. See RFP Section 2.2 entitled "BEST VALUE PROCUREMENT – TIERED EVALUATION/SELECTION" for an explanation of the Tier 1 and Tier 2 process.
99	Annexure C – ITS Terms and Conditions	14. WARRANTIES AND GUARANTEES.d. Workmanship Warranty.	<p>We suggest that the Deliverables shall conform to be specifications, as "fitness of use" is not suitable for bespoke services. Our suggested deviations are marked in red.</p> <p>In addition, if a transactional document identifies a fixed price Deliverable, Contractor will warrant that the Deliverable is fit for use by ITS will confirm to the specifications provided ("fitness for use warranty") for a thirty (30) day period from Deliverable acceptance by ITS, as "Deliverable Acceptance" is defined below in this Contract. The remedies available to ITS in the event that Contractor breaches this additional fitness for use- warranty shall be specified in the applicable transactional document. If no remedy for the breach of the fitness for use-remedy warranty is specified, ITS' remedies will be: (1) ITS will be entitled to return the non conforming portion of the fixed price Deliverable at no charge, including shipping, to Contractor; and (2) ITS will be entitled to a refund of all amounts paid to Contractor for the non conforming portion of the fixed price Deliverable.</p>	ITS declines to make the requested change. This contract will be a time and materials basis. Fixed price deliverables are not included.
100	Annexure C – ITS Terms and Conditions	14. WARRANTIES AND GUARANTEES.v. Additional Warranties	<p>Given we provide bespoke services, the applicable terms may vary for different engagements and the same are accordingly priced for those services. Our suggested changes are marked in red.</p> <p>Where Contractor generally offers additional or more advantageous warranties for same scope of work than those set forth herein, Contractor shall offer or pass through any such warranties to the State.</p>	ITS declines to make the requested change.
101	Annexure C – ITS Terms and Conditions	30. MOST FAVORABLE TERMS	<p>We suggest that since the commercials are already negotiated, this clause will not be applicable. Therefore, we recommend removing this clause.</p> <p>Contractor agrees that all fees, pricing, terms, and warranties provided by the Contractor under the Contract are substantially similar to the best equivalent terms being offered by the Contractor to any entity similarly situated. If during the term of the Contract, the Contractor enters into an arrangement with any similarly situated entity, Contractor hereby agrees to amend the Contract to provide the same to ITS.</p>	ITS declines to make the requested change.

102	Annexure C – ITS Terms and Conditions	32. SUBCONTRACTORS	<p>We suggest that the redacted copies of all subcontracts and third-party contracts related to the provision of services to ITS shall be provided upon request.</p> <p>The Contractor shall provide to ITS a written copy of all subcontracts and third-party contracts related to the provision of services to ITS (redacted for commercial details) under the Contract upon request, and include a certification that it has fully disclosed all terms and conditions of such contracts and will disclose any amendments which occur subsequent to the original submission.</p>	ITS declines to make the requested change.
103	Annexure C – ITS Terms and Conditions	New clause suggested	<p>We suggest including a rate increase clause to account for annual rate adjustments.</p> <p>"The parties agree that on each anniversary of the date of signing this Agreement, the prevailing rates shall be subject to potential increases, to be determined by mutual agreement."</p>	ITS declines to make the requested change. See answers to questions 107 and 108.
104	Appendix C1	B. Insurance Requirements	<p>We understand that we are not providing cloud services nor Hardware and we have the requisite coverage for software and implementation as defined under Data Breach and Privacy/Cyber Liability, Technology Errors and Omissions, Crime. We do not have Environmental Liability as it does not apply to our services. Also, we suggest our change marked in red.</p> <p>Contain the following language in the Description of Operations / Locations / Vehicles section: The State of New York, the New York State Office of Information Technology Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees are included as an additional insured on endorsement CG 20 10 11 85 (or endorsements that provide equivalent coverage, such as the combination of CG 20 10 04 13 (covering ongoing operations) and CG 20 37 04 13 (covering completed operations)), and General liability coverage is provided on the current edition of Commercial General Liability Coverage Form CG 00 01 (or a form that provides equivalent coverage). Additional insured protection afforded is on a primary and non-contributory basis except for Technology Errors and Omissions Insurance. A waiver of subrogation is granted in favor of the additional insureds.</p>	ITS declines to make the requested change.
105	rfp-c000729-cto-staff-augmentation-final-5-24-2023-	2.2 BEST VALUE PROCUREMENT – TIERED EVALUATION/SELECTION	<p>The RFP states that "This Tier 1 process will result in multi-awards for an MSA/Contracts issued to Bidders who successfully meet the RFP requirements"</p> <p>Question: Is there an upper limit on the number of vendors who would be awarded the contract</p>	There is no fixed number of awards associated with the Tier 1 process. As per RFP Section 2.1, entitled "Purpose of Request For Proposals," which states the following: 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.
106	BEST VALUE PROCUREMENT – TIERED EVALUATION/SELECTION:	2.2	Can vendors bid on both Tier 1 and Tier 2 services?	Bidders can only bid on Tier 1. See RFP Section 2.2 entitled "BEST VALUE PROCUREMENT – TIERED EVALUATION/SELECTION" for an explanation of the Tier 1 and Tier 2 process.
107		Attachment 22	Does the rate card need to include the five optional year rates in the initial five year rate card period as well ?	The rates for the optional five year contract extension will be negotiated at that time.

108		2.1	What is the expected start date of the 5 year term ? Is the optional 5 year term automatically granted to vendors have option of negotiating the rate card ?	The optional five year extension is at ITS' discretion. The rates for the optional five year contract extension will be negotiated at that time.
109	Consultant (s) Responsibilities; Background Checks/Onboarding	RFP, Section 3.3 ; Appendix C, Section 7	Would ITS agree to modify the "duration of the engagement" to "duration of assignment " in the last sentence of Section 3.3? Regarding background checks, if a contractor's employees will not be receiving CJIS info but may otherwise be assisting with this project, can they be excluded from the Background check requirements?	ITS declines to make the requested change to Section 3.3. All contractor employees who are assisting with the contract deliverables must have background checks per Section 7 of Appendix C.
110	Transition (TIER 1&TIER 2);Transition	RFP, Section 3.5; Appendix C, Section 19	Would ITS allow clarifying modifications to the transition services in terms of a mutually agreed transition plan, payment arrangement and also when performance metrics will be transitioned?	ITS declines to make the requested change.
111	Suspension of Work for Non-Responsibility; Suspension of Work	Appendix C, Section 4e; Appendix C, Section 17	A suspension is a change and as such we request that it be subject to the change process. For example, a suspension can impact the project schedule or flow and/or render key personnel unavailable upon resumption. Would ITS agree to such modification?	ITS declines to make the requested change.
112	Warranties and Guarantees	Appendix C, Section 14	Would ITS be open to removal of "highest applicable industry standards", "fitness for use warranty" and "survival of warranties" from the warranty section, as these are vague and not commercially standard warranties? Further, would ITS be willing to discuss clarifications to the warranty upon award, such as the length of the warranty?	ITS declines to make the requested change.
113	Insurance; Contractor's Insurance Requirements ; Worker's Compensation and Disability Insurance Requirements	Appendix C,Section 24; Appendix C-1; Attachment 17	In order to be consistent with the insurance coverages we maintain and which are in line with insurance coverages maintained by other large professional services firms, will we be allowed to request some clarifying modifications to the insurance requirements?	ITS declines to make the requested change. Questions regarding coverage requirements for vendors engaged in business may be directed to the Worker's Compensation Board.
114	Most Favorable Terms	Appendix C, Section 30	Would ITS be open to remove this section as such a broad clause pertaining to favored customer pricing would not be applicable to the customized services being requested in the RFP, and most organizations do not have a central price tracking system for clients?	ITS declines to make the requested change. ITS does agree that a case-by-case analysis may be needed regarding the applicability of this provision.
115	Accessibility	Appendix C, Section 34	We would like to further discuss the accessibility requirements for this engagement. Would ITS be willing to engage in such discussion upon contract award?	Specific project requirements that may be worked on by contracted staff will be discussed in the Tier 2 bidding documentation.
116	Ownership/Title to Deliverables	Appendix C, Section 45	Section 45 states : "Please see RFP C000671 and accompanying Appendices and Attachments" . We assume this section is not applicable to us as this is not related to this RFP # C000729. Is that assumption correct? If so, will ITS be willing to agree that we retain ownership of all intellectual property created prior to or separate from the resultant contract, including updates to an derivatives of the same?	The reference to RFP C000671 was in error. Section 45 of Appendix C should have referenced RFP C000729. Agreed, the vendor owns its intellectual property created prior to or separate from the resultant contract, including updates.

117	<p>Non Disclosure and Confidentiality</p> <p>Breaches of NYS Confidential Information</p> <p>Data Transparency, Accessibility, Migration, And Destruction At End Of Contract</p> <p>Audits Of Contractor's Security Controls</p>	<p>Appendix C, Section 46</p> <p>Appendix C, Section 48</p> <p>Appendix C, Section 49</p> <p>Appendix C, Section 50</p>	<p>We would like to request that the data security standards, laws, requirements and related terms (including obligations in the event of data breach) be subject to further discussion and clarification by the parties during the contract negotiations, would that be acceptable to ITS?</p> <p>For instance, terms around breach of data should be tied to the specific scope of an SOW/MSA related to handling of data and State confidential information. Additionally, any requirement to provide company policies related to Confidential Information should be modified to allow for limiting the information so as not to expose sensitive contractor information via a FOIL request. Further, any terms regarding remedies and security breaches should be either separated from any terms related to breach and further clarified as to the expectations of the State. Regarding independent audits or our security controls, we would like to discuss the need for such an audit and the ability to provide alternate assurances regarding the Contractor's security controls and the process around such requirements.</p>	<p>ITS is unable to waive any specific security requirements at this time, but is open to discussion with vendors as to how best to meet those requirements. Specific security requirements may also be discussed in the Tier 2 PRDs.</p>
118	Service Level Agreement	Appendix C, Section 52	<p>Section 52 states : "Please see RFP C000671 and accompanying Appendices and Attachments". We assume this section is not applicable to us as this is not related to this RFP # C000729. Is that assumption correct? If so, would ITS agree that all SLA terms and conditions are subject to mutual agreement by the parties during contract negotiation?</p>	<p>Appendix C mistakenly referenced RFP C000671. There are no SLA's at the Tier 1 level of RFP C000729. At the Tier 2 level, if there are any SLA's associated with a particular Tier 2 PRD, they would be specified within that Tier 2 PRD.</p>
119	Financial Proposal	Attachment 22 Financial Proposal	<p>Since the duration of the base contract is 5 years, with the possibility of a five year extension, is a mechanism contemplated to apply increases in NTE pricing to cover inflation over that time period?</p>	<p>The optional five year extension is at ITS' discretion. The rates for the optional five year contract extension will be negotiated at that time. See questions 107 and 108.</p>
120	Section 2	General	<p>How many placements could result from this RFP in the first year? How many over the course of 5 years?</p>	<p>The numbers provided in Appendix L are the anticipated numbers of each title needed for the life of the contract. These anticipated numbers do not represent a guarantee of a certain level of work or utilization but are for evaluation purposes.</p>
121	Minimum Bidder Qualifications	2.3	<p>Would ITS consider offices within NY as a benefit to the state in accomplishing their projects efficiently and with NYS residents where possible?</p>	<p>The RFP does not evaluate this criteria.</p>
122	Minimum Bidder Qualifications	2.3	<p>Would the state consider revising the qualification that proposed vendors must have placed 50 consultants direct with the state government in the last 5 years?</p>	<p>ITS declines revising the criteria.</p>
123	Minimum Bidder Qualifications	2.3	<p>Since the state is asking that proposed vendor meets expertise required in RFP - would ITS consider mandating that proposed vendors have placed 50 resources directly with one government entity?</p>	<p>ITS declines revising the criteria.</p>
124	Minimum Bidder Qualifications	2.3	<p>Will ITS confirm that these placements need to have been direct with the government entity and not acting as a subcontractor to another prime vendor?</p>	<p>Placements while acting as a subcontractor may be counted, as long as those placements were for government entities.</p>

125	Section 2	General	Is the expectation that vendors will know whether the role will be onsite, hybrid, travel, remote prior to recruiting for the role?	That information will be provided during the Tier 2 phase of the procurement within the Personnel Request Document Form. ITS anticipates that most placements may be completed remotely.
126	Section 2	General	What does the interview process look like from ITS' standpoint for a new placement?	See RFP Section 6.2.2 for information about the tier 2 consultant interviews.
127	Section 2	General	What does the interview process look like from ITS' standpoint for a replacement candidate?	See RFP Section 6.2.2 for information about the tier 2 consultant interviews.
128	Section 2	General	Currently, ITS is working on a 50% basis - the RFP says "up to 100% remote" - what is the likelihood that consultants will be working 100% remote?	Project requirements will guide the percentage. "The PRD will specify the percentage of remote work. See RFP Section 2.1 for more information."
129	Section 2	General	What are the SLA's that potential vendors will be held to during the duration of the RFP?	There are no SLAs associated with the Tier 1 process. Bidders should be aware of the various dates in the RFP Calendar of Events.
130	Minimum Bidder Qualifications	2.3	Per this section, NYS is requesting experienced technical support personnel. How will the State rank a firm with extensive experience placing personnel with government experience versus a firm with broad experience placing technical professionals but little government experience?	The Tier 1 bids are not ranked but are evaluated on a pass/fail basis. See RFP Section 6.1.2 entitled "Mandatory Minimum Qualifications and Technical/Financial Proposal Requirements Evaluation"
131	Section 2	General	How many vendors is ITS considering awarding?	There is no fixed number of awards associated with the Tier 1 process. As per RFP Section 2.1, entitled "Purpose of Request For Proposals," which states the following: 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
132	Section 2	General	How many people do you plan on hiring each year?	The numbers provided in Appendix L are the anticipated numbers of each title needed for the life of the contract. These anticipated numbers do not represent a guarantee of a certain level of work or utilization but are for evaluation purposes.
133	Packaging of RFP Response	5.2	Are digital signatures acceptable?	Digital signatures and notarizations are valid. Should hard copy signatures be needed, ITS will contact the vendor as necessary.
134	Minimum Bidder Qualifications	2.3	Would the state consider revising the qualification 2.3.b so that the bidder must possess at least 8 years of experience providing technical support placements direct with a government entity?	ITS declines revising the criteria.
135	Minimum Bidder Qualifications	2.3	Would the state consider revising the qualification that proposed vendors must have placed 100 consultants direct with the state government in the last 5 years?	ITS declines revising the criteria.
136	Minimum Bidder Qualifications	2.3	Would the state consider revising the qualification that proposed vendors must have placed 15 Level 2 placements direct to the state over the last 5 years?	ITS declines revising the criteria.
137	Consultant Responsibilities	3.3	It is stated that consultants will utilize LATS for timekeeping purposes - how often are timecards approved by the state?	Timecards are approved on a bi-weekly basis. Vendors may also require consultants to use vendor time keeping systems for tracking purposes.

138	Section 2	General	Would the state allow awarded vendors the ability to further qualify the PRDs with the managers who are overseeing them? To ensure ITS is receiving the best quality candidates.	There is not enough information provided within the question for ITS to provide a response.
139	Section 2	General	What is the anticipated award date?	ITS does not have an anticipated award date.
140	Section 2	General	What is the anticipated date that awarded vendors might begin to see PRDs?	PRDs can be expected to be released once all awarded vendors have complete the Contract How to Use Training and have the necessary access to Sharepoint Sites etc. needed to submit PRD responses.
141	Evaluation/Selection Process (Tier 2)	6.2	How long is the process for the pass/fail screening? How quickly will vendors be notified of whether or not their candidates passed the screening?	It is estimated that vendors will be notified of award, non-award, or non-responsive status roughly 4 weeks after a PRD is released to the vendors for bidding. This can vary some depending on how quickly interviews with candidates can be completed. Notification is not sent out to vendors until the entire evaluation for all candidates is complete.
142	Evaluation/Selection Process (Tier 2)	6.2	How long is the process for the technical evaluation? How quickly will vendors be notified of whether or not their candidates passed the technical evaluation?	It is estimated that vendors will be notified of award, non-award, or non-responsive status roughly 4 weeks after a PRD is released to the vendors for bidding. This can vary some depending on how quickly interviews with candidates can be completed. Notification is not sent out to vendors until the entire evaluation for all candidates is complete.
143	Evaluation/Selection Process (Tier 2)	6.2	How long is the process from initial submittal to ITS to the final ranking/award? How quickly will vendors be notified of whether or not their candidate was chosen?	Per answers to questions 141 and 142, Vendors will be aware of tentative award, non-award, or non-responsiveness approximately 4 weeks from release of the PRD to vendors. However, it is estimated that it will take an additional 2 weeks for the tentative awardee to have an OSC approved Task Order and Onboarding Date for the consultant. This can vary depending on how long OSC approval takes as this out of ITS control. If a vendor or their subcontractor does not have the required vendor responsibility documentation and/or an SFS Vendor ID number then this will extend the time frame needed for approval of award.
144	Attachment 20	Qualification 5	Can the state clarify if they are looking for the bidder to include a total of 60 placements, 15 for each of the similar job titles?	No, sixty placements is not required to meet Qualification 5. Qualification 5 is looking for a <u>total</u> of 15 placements. The total of 15 placements should be across four (4) substantially similar titles, meeting the minimum requirements set forth in Section 3.1 of this RFP, and as specified in Appendix L.
145	Appendix L	Postion 5-10	With a high volume of PeopleSoft resources needed, would state consider adding minimum qualifications that participating vendors must have supported PeopleSoft placements within state government?	ITS declines revising the criteria.

146	Minimum Bidder Qualifications	2.3	With peoplesoft being a third of the requested placements, would the state consider adding a requirement that bidders must have placed 15 Peoplesoft resources at a direct New York State agency?	ITS declines revising the criteria.
147	Packaging of RFP Response	5.2	Can the state please clarify what they mean when asking for 1 original hard copy? What does the hard copy consist of?	One original hard copy means one (1) complete paper copy of of your Technical, Administrative and Financial proposals with original signatures where applicable.
148	Packaging of RFP Response	5.2	Does the state mean that they want 3 separate hardcopies of the administrative, technical and financial proposal?	RFP Section 5.2 "Packaging of RFP Response" requires one (1) original hard copy and one (1) electronic copy on each of two (2) PC Compatible Windows USB Thumb-Drives. One original hard copy means one (1) complete paper copy of your Technical, Administrative and Financial proposals with original signatures where applicable. One (1) electronic copy means a complete electronic version of your Technical, Administrative and Financial proposals, saved as a searchable Microsoft Word, Excel and/or Adobe Acrobat formats. This one complete electronic copy should be saved on each of two flash drives.
149	Packaging of RFP Response	5.2	Will the state please elaborate on what they mean by separate, sealed packaging?	The Technical, Administrative and financial proposals should be individually placed within separate sealed envelopes. These sealed envelopes containing the Technical, Administrative and financial proposals should be placed one (1) larger envelope or box which should conform to the requirements in RFP Section 5.2 Packaging of RFP Response.
150	Packaging of RFP Response	5.2	Would a binder containing the response in its own separate envelope be acceptable?	See answer to question #149.
151	Packaging of RFP Response	5.2	Is the states expectation to have 6 separate thumbdrives? 2 copies of each thumbdrive containing separate documents of the administrative, technical and financial proposal.	No, only two flash drives. One (1) electronic copy means a complete electronic version of your Technical, Administrative and Financial proposals, saved as a searchable Microsoft Word, Excel and/or Adobe Acrobat formats. This one complete electronic copy should be saved on each of two flash drives.
152	Packaging of RFP Response	5.2	Do the separate thumbdrives need to be in separate, sealed packaging as well?	The proposal should be packed according to RFP Section 5.2 entitled "PACKAGING OF RFP RESPONSE"
153	Packaging of RFP Response	5.2	Is it acceptable to submit a box correctly labeled, containing the 2 thumbdrives, and 1 original hard copy?	The proposal should be packed according to RFP Section 5.2 entitled "PACKAGING OF RFP RESPONSE"
154	Section 2	General	What is the expected method of conducting feedback on the vendors/consultants for the duration of the contract?	The ITS project manager or ITS contract manager will provide feedback to the vendor's contract manager as needed.

155	Section 2	General	Will the state consider adding right to represents as needed for Tier 2? To avoid consultants being submitted by multiple Tier 1 vendors.	ITS declines adding the requested criteria. Also see RFP Section 2.2, sub-heading entitled "Tier 2 – MSA-Request for Quotes for Technical Support Personnel," bullet "1" which states the following, shown here in part: <i>When responding to the PRD, Contractors are encouraged to not submit the same candidate for several PRD's simultaneously.....</i>
156	Minimum Bidder Qualifications	2.3 (d)	Our company easily exceeds the requirement to have placed 100 consultants with government agencies over the last five years; however, our placements with such agencies in New York may fall a little short of 50. If we fall short of the target 50 New York placements by 5 or 6 placements will this be an absolute disqualifier or should we still submit a proposal?	The Minimum Bidder Qualifications (Tier 1) in RFP Section 2.3 are mandatory and failure to meet all of the minimum requirements will result in the proposal being deemed non-responsive and eliminated from consideration.
157	General		Will the NYS Office of Information Technology Services permit vendors to submit a team bid (i.e., one proposal from two or more vendors)?	No, ITS does not allow joint ventures/multi party bids. ITS will only contract with one vendor per contract, said vendor will be the prime contractor. While only one vendor may hold the contract, vendors are encouraged to partner with MWBEs, SDVOBS, and SBEs when possible.
158	Minimum Bidder Qualifications	2.3 (d)	If team bidding is permitted, will NYS Office of Information Technology Services count the placements from the combined team to meet the minimum placement requirements or will one team member need to be designated as the "prime" and meet the minimum requirements on its own?	See response to question 157.
159			I have a question regarding the RFP C000279. The Request for Proposal (RFP) indicates a requirement for a staff complement of 100 for this venture. Is this staff count requirement intended to be fulfilled solely by the Prime Contractor, or is it a cumulative figure across the Prime Contractor and its subcontractors partners, specifically those identified as Minority and Women-Owned Business Enterprises (MWBE) and Service-Disabled Veteran-Owned Businesses (SDVOB)?	The prime contractor must all requirements for this RFP.
160	rfp-c000729-cto-staff-augmentation-final-5-24-2023-	2.2	Is Tier 2 - MSA - RFQ like a task order request, in which only Tier 1 selected contractors can bid? Please confirm.	Only Bidders awarded an MSA/Contract under Tier 1 can bid on Tier 2 RFQs. See RFP Section 2.2 entitled "BEST VALUE PROCUREMENT – TIERED EVALUATION/SELECTION."
161	rfp-c000729-cto-staff-augmentation-final-5-24-2023-	2.3	To be responsive, is it mandatory to have placed at least 100 consultants with Government agencies, over the last 5 years with at least 50 of which must have been in New York? Please confirm	Yes, the minimum bidder qualifications are mandatory. RFP Section 2.3 Minimum Bidder Qualifications (Tier 1), Bullet "d" states: 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).
162	rfp-c000729-cto-staff-augmentation-final-5-24-2023-	2.3	Can we provide 50 consultants for one commercial client only?	There is not enough information provided to answer the question.
163	rfp-c000729-cto-staff-augmentation-final-5-24-2023-	5.5.4, 2	Do we have to provide resume of Contract Manager with our response?	No, the resume of the Contract Manager does not need to be provided in your proposal response.

164	rfp-c000729-cto-staff-augmentation-final-5-24-2023-	4.12	Can you please share the list/directory of qualified NYS certified MBE/WMBE?	NYS Certified Suppliers can be found at: NYS MWBE Certified suppliers are found at: https://esd.ny.gov/doing-business-ny/mwbe NYS SDVOB Certified suppliers are found at: https://sdves.ogs.ny.gov/
165	Contractor Certification to Covered Agency	-	Do we have to complete the Contractor Certification to Covered Agency document?	Yes, a completed Attachment 15 should be submitted with your proposal.
166	attachment-22-financial-proposal-workbook-final-5-24-23	Attachment 22 – PRICING SCHEDULE	How many positions are required under this contract?	The numbers provided in Appendix L are the anticipated numbers of each title needed for the life of the contract. These anticipated numbers do not represent a guarantee of a certain level of work or utilization but are for evaluation purposes.
167	attachment-22-financial-proposal-workbook-final-5-24-23	Attachment 22 – PRICING SCHEDULE	How many positions are currently open?	There are no current/previous contracts, so the requested data is not available.
168	attachment-22-financial-proposal-workbook-final-5-24-23	Attachment 22 – PRICING SCHEDULE	How many positions are currently used in a single day? Please give rough estimate	There are no current/previous contracts, so the requested data is not available.
169	attachment-22-financial-proposal-workbook-final-5-24-23	-	Out of mentioned staffing positions, what are the most filled positions? Please share.	There are no current/previous contracts, so the requested data is not available.
170	attachment-22-financial-proposal-workbook-final-5-24-23	-	To be responsive, is it mandatory to bid for all the positions? Please confirm.	Yes, the bidder must bid on all job titles. RFP Section 5.6 entitled "Financial Proposal Requirements (Tier 1) states the following, shown here in part: 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.
171	attachment-22-financial-proposal-workbook-final-5-24-23	-	Please confirm minimum guaranteed hours per week for these positions.	ITS does not guarantee any specific number of hours and the Contractor may bill only for actual hours worked by a Consultant(s). See RFP Section 3.3, bullet e for more information.
172	attachment-22-financial-proposal-workbook-final-5-24-23	-	What would be the estimated hours for given positions?	See RFP Section 3.3, bullet d and bullet e.
173	combined-appendix-a-c-c1-h-j-l-m	Appendix C-1	Do we have to provide Sample Insurance Certificate with the proposal response? Please confirm.	No. In tier 1, the vendor will need to provide the insurance certificates upon notice of tentative award.
174	attachment-20-minimum-bidder-qualifications-final-5-24_2023	-	Is it mandatory to provide references of public agencies? Please confirm.	The Attachment 20 needs to be filled out in its entirety including point of contact and contact phone number and email where indicated.

175	attachment-20-minimum-bidder-qualifications-final-5-24_2023	-	Would you be accepting references from large commercial entities?	The Attachment 20 needs to be filled out in its entirety including point of contact and contact phone number and email where indicated.
176	attachment-23-vend-rep-attestation-5-24-2023-final	-	https://portal.osc.state.ny.us is not opening? Please share different address.	https://www.osc.state.ny.us/state-vendors/vendrep/vendrep-system
177	General	-	<p>1.Is this a re-compete RFP? If yes,</p> <p>a.Could you please share the name of Current Suppliers (who are currently providing services to Agency)?</p> <p>b.Could you please share current Supplier's pricing and Proposals?</p> <p>c.How many awards were made in the Past?</p> <p>d.When was the existing contract started, and what is the annual monetary spent value of the current contract since inception?</p> <p>e.How many resources are currently engaged in the current contract?</p> <p>f.Can you please share the no. of positions served in previous years under this contract?</p> <p>g.Can you please share the amount of business each vendor did under this contract in previous years?</p> <p>h.Is there any issue that the agency is currently facing with the incumbents?</p> <p>i.Are incumbents allowed to bid on this RFP? Please confirm.</p> <p>j.Please share the historical spending for the year 2021 and 2022?</p> <p>k.How many positions were used in year 2021 and 2022?</p>	The contracts that will result from this solicitation will be new contracts. There are no current/previous contracts and no previous RFP, so the requested data is not available.
178	General	-	What will be the estimated annual budget for this project?	ITS will not disclose this information.
179	General	-	Can you share details from where we can get old RFP details?	There is no previous RFP, so the requested data is not available.
180	General	-	Can you please tell us where we can see the records for the old contract?	There are no current/previous contracts, so the requested data is not available.
181	General	-	Can you please share the email id/details where we can raise the public record request for old RFP?	There is no previous RFP, so the requested data is not available.
182	General	-	Will the agency be giving any preference to local vendors? Please confirm.	No preference is given to local vendors.
183	General	-	To be responsive, is it mandatory to have physical office in New York? Please confirm.	No, it is not mandatory for the bidder to have a physical office in NYS.
184	General	-	To be responsive, is it mandatory to provide Business Registration Certificate (BRC) with the proposal response? Please confirm.	Yes. As per RFP Section 2.3 entitled "Minimum Bidder Requirements," Bullet "a" which states: 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. .
185	General	-	Can we provide BRC certificate after the award? Please confirm.	No. See answer to question #184
186	General	-	Will bidder be responsible for providing qualified staff and managing payroll of professionals or the Department will manage the projects? Please confirm.	The contractor will need to manage the payroll of the consultants provided to ITS under the tier 2 process. See RFP Section 3.3, bullets "e" and "f" for more information.
187	Firm Offer Letter & Conflict of Interest	5.5.2	The requirement states "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." We were unable to locate "Attachment 7". Please provide location.	The Attachment 7 is now posted to the ITS Website.

Number	RFP Section Name	Section Number	Inquiry	ITS Responses
1	Cooperation With Investigations, Audits, And Legal Proceedings	10	Please add the additional language as follows: Upon the request of ITS, the Contractor shall cooperate with the State in any investigation, audit, or other inquiry, with notice, related to any invoice submitted under this the Procurement or the Contract or any litigation relating thereto, at no cost to ITS or the State. This provision shall survive the termination of the Contract.	Please revise language to allow compliance and ensure the investigation is contained within appropriate confines. ITS declines to make the requested change.
2	Warranties And Guarantees	14a	Contract Deliverables. Contractor's warrants and represents that the services required by the Contract shall be performed or provided in compliance with the description of applicable SOW and in accordance with all the terms and conditions, covenants, statements, and representations contained in the Contract. Contractor's failure to meet pre-defined service levels may result in a credit or chargeback in an amount pre-determined by the Parties.	Please revise as noted. There is no authoritative standard against which risk management, business consulting, and technology consulting practices can be directly compared. In practice, methodologies and approaches vary considerably. New and refined practices continue to evolve and the characterization of policies, procedures or models as sound, "industry standard" or "best" practices is judgmental and subjective. ITS declines to make the requested change.
3	Workmanship Warranty.	14d	Contractor's warrants and represents that all services and Deliverables shall meet the completion criteria set forth in the Contract or any relevant transactional document, and that each of Contractor's services shall be performed in a professional and workmanlike manner in accordance with the highest applicable industry standards and according to its current description (including any completion criteria) contained in this Contract, an attachment, or a transactional document. A claim that specific services provided by Contractor did not meet the "highest applicable professional standards" must be made by ITS within ninety (90) days after the date on which the breach occurred. In the event that there has been a breach of the foregoing warranty completion criteria and the transactional document does not provide a specific remedy for the breach of that warranty, ITS' remedies under this warranty will be: (1) cure by Contractor within a reasonable time, not to exceed thirty (30) days, at no charge to ITS; and (2) if Contractor does not cure within the thirty (30) day period, ITS will be entitled to a refund of the amounts paid to Contractor for the service or part thereof that gave rise to the claim. This warranty is in addition to, and not in lieu of, any other warranty under this Contract or other remedies that may be provided in a transactional document under this Contract	Please revise as follows because there is no authoritative standard against which risk management, business consulting, and technology consulting practices can be directly compared. In practice, methodologies and approaches vary considerably. New and refined practices continue to evolve and the characterization of policies, procedures or models as sound, "industry standard" or "best" practices is judgmental and subjective. ITS declines to make the requested change. ITS does not anticipate any Deliverables under this contract.
4	Additional Warranties	14d.v	Where Contractor generally offers additional or more advantageous warranties than those set forth herein, Contractor shall offer or pass through any such warranties to the State.	Contractor is unable to agree to this because this Agreement, as with each of Contractor's consulting agreements, is specific to the location, work, market assessment, and personnel. ITS declines to make this change.
5	Indemnification	22a	Neither Party shall be liable for any delay or failure in performance resulting from a force majeure event. The Parties shall use all reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the Contract. Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors, if any, and shall fully defend, indemnify and hold harmless the State and ITS from suits, actions, damages, and costs of every name and description relating to personal injury and damage to real or personal property caused by the negligence or willful misconduct of the Contractor, its agents, employees, partners, or subcontractors, if any, without limitation; provided however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the negligent act or negligent failure to act of the State. This section is not subject to the limitation of liability provisions of the Contract.	Please add the additional language to better define the parties' risks and allocate responsibility where each party can best take measures to prevent such risks from occurring. ITS declines to make the requested change.
6	Additional Remedies	23	In addition to any other remedies available to the State under the Contract and state and federal law for Contractor's default, the State may choose to exercise some or all of the following: •After Parties' inability to reconcile dispute or remedy default, Suspend, in whole or in part, payments due to Contractor under the Contract; •Pursuant to a court order, Pursue equitable remedies to compel Contractor to perform; •Apply Service Credits against amounts due and owing by ITS under the Contract; •Require Contractor to cure deficient performance or failure to meet any requirements of the Contract at no charge to the State.	Please add the additional language •to allow for an amicable resolution prior to taking extreme measures. •Equitable relief may be appropriate, but the courts need to determine the remedies permitted for the particular under this contract. ITS declines to make the requested change. See RFP Appendix C, Section 11, entitled "Dispute Resolution."
7	Most Favorable Terms	30	Please delete in its entirety: Contractor agrees that all fees, pricing, terms, and warranties provided by the Contractor under the Contract are substantially similar to the best equivalent terms being offered by the Contractor to any entity similarly situated. If during the term of the Contract, the Contractor enters into an arrangement with any similarly situated entity, Contractor hereby agrees to amend the Contract to provide the same to ITS.	Contractor is unable to agree to most favored pricing provision because the rates for this Agreement are specific to the location, work, market assessment, and personnel. If the client insists upon this, we must put appropriate limitations (e.g., geography, type of client, etc.) around it and seek executive approval. ITS declines to make the requested change.
8	Nondisclosure & Confidentiality	46	Please revise the first sentence as follows: Contractor shall maintain the security, nondisclosure and confidentiality of all confidential information in accordance with the following clauses in the performance of its activities under the Contract. Contractor shall ensure that its personnel, agents, employees, officers, partners, and Subcontractors, if any, are fully aware of the obligations arising under this Contract and shall take all commercially reasonable steps to ensure their compliance to prevent unauthorized use, access, or disclosure of NYS Confidential Information	Please revise, as Contractor will be able to comply with maintaining the security of confidential information. ITS declines to make the requested change.
9	Breaches of NYS Confidential Information	48a	Please revise the last sentence as follows: In the event of a confirmed breach of the security of the System (as defined by ISBNA) Contractor shall immediately promptly commence an investigation, in cooperation with the State, to determine the scope of the breach and restore the security of the System to prevent any further breaches.	Please revise to allow for Contractor to investigate and confer internally to determine there has been a confirmed breach before it becomes an 'event', this allows for the conservation of false alerts and notifications when a short time allowed for confirmation would avoid. ITS declines to make the requested change.
10		48a	Please delete the first bullet point as follows: •Shall supply the State with a copy of its breach notification policy, which shall be modified to be in compliance with this provision.	Contractor cannot modify its policy to conform to NYITS, although it can provide Contractor provide a copy of a SOC 2 Type 2 Report and/or an ISO 27001 Certificate based on an assessment of Contractor's policies and standards ITS declines to make the requested change.
11	Primary Security and Privacy mandates	1 st bullet point	Please revise the last sentence as follows: Contractor agrees that it shall promptly immediately report to ITS the discovery of any confirmed unauthorized use or unauthorized disclosure of such NYS Confidential Information. Contractor shall also report the discovery of any unauthorized use or unauthorized disclosure of such NYS Confidential Information of any New York State agency information directly to that New York State agency.	Please revise to allow for Contractor to investigate and confer internally to determine there has been a confirmed breach before it becomes an 'event', this allows for the conservation of false alerts and notifications when a short time allowed for confirmation would avoid. ITS declines to make the requested change.
12	PLEASE ADD THE FOLLOWING PROVISIONS TO CONTROL AS FOLLOWS:			
13	Use of Affiliates		Notwithstanding the foregoing, Contractor may utilize employees of its parent corporation and affiliates as necessary for the performance of the Services and such utilization shall not be considered a subcontractor relationship.	Due to the Contractor's corporate structure, Personnel are frequently used among and between the Parent Corporation, subsidiaries or affiliates and are not, and should not be treated the same as subcontractors. ITS declines to make the requested change.

14	Remote Work		<p>Contractor may provide Services to State remotely (i.e., from a location other than State's offices) using State laptops. State acknowledges and agrees that Contractor shall have no control over (i) Network accessibility and availability, software, services, tools and e-mail accounts (collectively, "Computer Systems") used by the Contractor staff, or (ii) the security or integrity of, nor be responsible for backing up, the data and other information stored therein or transmitted thereby. State shall not permit a Personnel to save or store any State files or other State data on Contractor's laptops nor on any software, services or tools provided by Contractor (including, but not limited to, any virtual desktop infrastructure or Microsoft Office 365 solution). State agrees that Contractor shall not be liable for any loss, damage, expense, harm, business interruption or inconvenience resulting from the use of such Computer Systems.</p>	<p>Please add this provision to clearly define roles and responsibilities when remote work takes place so that each party who is in the best position to do so, can best allocate cost and resources to reduce risks and protect the data.</p>	<p>ITS declines to make the requested change. The Tier 2 PRD will define the rolls and responsibilities.</p>	
15	Supervision		<p>Contractor shall provide to State personnel ("Personnel") and State shall provide day-to-day supervision, oversight and direction of the Personnel. The parties may increase, reduce or change Personnel and/or Services by mutual written agreement.</p> <p>Personnel shall report directly and exclusively to State, and State shall be solely responsible for reviewing and approving any and all work performed by Personnel. Personnel shall observe State's reasonable policies regarding working conditions and business hours, to the extent such policies are made known to Personnel; provided that Contractor's sole responsibility for the refusal of any Personnel to observe such policies shall be to furnish State with replacement Personnel who agree to observe such policies.</p> <p>If, for any reason, any Personnel is unable to complete the service period, or if his (her) performance does not meet State's expectations, Contractor will endeavor to provide a suitable replacement, subject to State's approval. If Contractor is unable to identify a replacement acceptable to State, this Agreement will be deemed to have automatically ended with respect to that individual, except that State shall remain liable to Contractor for Services of such Personnel prior to his/her termination.</p>	<p>Please add this provision to hourly work to elaborate on the State's supervision role and to define roles and responsibilities with Personnel, State and Contractor.</p>	<p>ITS declines to make the requested change. The Tier 2 PRD will define the rolls and responsibilities.</p>	
16	Job Limitations		<p>State shall not permit or require Personnel (i) to sign contracts or statements, (ii) to make any final decisions regarding system design, software development or the acquisition of hardware or software, (iii) to make any management decisions, (iv) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables, (v) to perform Services remotely (e.g., on premises other than State's or State's customer's premises), or to use computers, software or network equipment owned or licensed by the Personnel, or (vi) to operate machinery (other than office machines) or automotive equipment.</p> <p>Since Contractor is not a professional accounting firm, State agrees that it will not permit or require Personnel (a) to render an opinion on behalf of Contractor or on State's behalf regarding financial statements, (b) to sign the name of Contractor on any document or (c) to sign their own names on financial statements or tax returns. State agrees that it will provide safe working conditions.</p>	<p>Please add this provision to elaborate on the State's supervision and to define roles and responsibilities with Personnel to ensure they do not overstep authority or act outside of their scope of employment.</p>	<p>ITS declines to make the requested change.</p>	