COMPETITIVE PROCUREMENT FOR:

RFP C000979 – Salesforce Implementation Enterprise Agreement

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

Designated Contacts for Inquiries and Submissions

Michael O'Keefe, Contract Management Specialist
Justin Gecewicz, Contract Management Specialist
Dave Burmaster, Director of Procurement Services

Request for Proposals (RFP) related questions must be submitted via email using the Vendor Questions Form (Attachment 2) to the designated contact for this RFP at EA@its.ny.gov.

The attached No Bid form should be completed and returned by those Bidders who choose not to bid on this RFP. Please email questions to EA@its.ny.gov.

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

Bidders are strongly advised to view the Solicitation C000979 – Salesforce Implementation EA Video Overview at the ITS Procurement Website to facilitate their understanding of this RFP.

"NO BID" FORM

RFP: C000979

DESCRIPTION: Salesforce Implementation EA RFP

CONTRACT PERIOD: Three (3) Years

BIDS DUE

DATE:	**11/03/2026**	**SUBMIT 'NO BIDS' TO:** Email: EA@ITS.ny.gov Subject Line: **No Bid Form – Bid #C000979**
TIME:	**4 pm (EST)**	

Bidders choosing not to bid are requested to complete and return only this page.

☐ 1. We do not provide the requested services.
☐ 2. We are unable to bid at this time because:

_____
_____
_____
_____

☐ 3. Please remove our firm from your mailing list.

FAILURE TO RESPOND TO THIS BID SOLICITATION MAY RESULT IN YOUR FIRM BEING REMOVED FROM OUR MAILING LIST. A "NO BID" IS CONSIDERED A RESPONSE.

TABLE OF CONTENTS

DESIGNATED CONTACTS FOR INQUIRIES AND SUBMISSIONS 1

"NO BID" FORM 2

SECTION 1 - PROCUREMENT OVERVIEW 6

1.1 OVERVIEW OF NEW YORK STATE INFORMATION TECHNOLOGY SERVICES 6
1.2 PURPOSE OF REQUEST FOR PROPOSALS 6
1.3 PROJECT BACKGROUND (CURRENT STATE) 6
1.4 BUSINESS GOALS (FUTURE STATE) 7
1.5 CALENDAR OF EVENTS 7
1.6 DEFINITIONS 8
1.7 DOWNSTREAM PROHIBITION 8

SECTION 2 - SCOPE OF WORK 8

2.1 MINIMUM BIDDER QUALIFICATIONS 8
2.2 FUNCTIONAL REQUIREMENTS 9
2.3 STATEMENT OF WORK 9
2.3.1 REQUIRED SOW ARTIFACTS 10
2.4 SERVICE DELIVERY LOCATION 11
2.5 KEY PERSONNEL REQUIREMENTS 11
2.6 PORTFOLIO MANAGEMENT REQUIREMENTS 12
2.6.1 ENTERPRISE SALESFORCE PORTFOLIO MANAGER 12
2.7 KNOWLEDGE TRANSFER AND DOCUMENTATION 13
2.7.1 PROJECT CLOSEOUT REQUIRED DOCUMENTATION 13
2.7.2 ENTERPRISE REUSE AND ACCELERATOR RIGHTS 14
2.7.3 CHANGE REQUEST SUBMISSION REQUIREMENTS 15
2.7.4 UNANTICIPATED ENHANCEMENTS 16
2.8 RESOURCE AVAILABILITY AND READINESS 16
2.8.1. PURPOSE 16
2.8.2. CAPACITY REQUIREMENTS 16
2.8.3 RESOURCE ASSIGNMENT AND PROJECT INITIATION 17
2.8.3.1 RESOURCE ASSIGNMENT 17
2.8.3.2 PROJECT INITIATION 17
2.8.3.3 READINESS REQUIREMENTS 17
2.8.4 BACKGROUND CHECK COMPLIANCE 17
2.8.4.1 REQUIREMENT 17
2.8.4.2 CONTRACTOR RESPONSIBILITY 17
2.8.4.4 PRE-CLEARED RESOURCES 17
2.8.4.5 STATUS REPORTING 18
2.8 5 REPORTING REQUIREMENTS 18
2.8.6 KEY PERSONNEL REPLACEMENT 18
2.9 WORKFLOW DIAGRAM 18

SECTION 3 - ADMINISTRATIVE INFORMATION 18

3.1 ISSUING OFFICE 18
3.2 METHOD OF AWARD 18
3.3 PRICING, BILLING, AND PAYMENT FOR SERVICES 19
3.4 CONTRACT TERM 19
3.5 METHOD OF PAYMENT 19
3.6 GENERAL PAYMENT TERMS 19
3.7 COMMUNICATIONS FROM NYS TO VENDORS 20
3.8 PROCUREMENT RECORD 20

SECTION 4 - PROPOSAL REQUIREMENTS & SUBMISSION 20

4.1 INQUIRIES FROM BIDDERS 20
4.2 SUBMISSIONS AND PACKAGING OF RFP RESPONSE 21
4.3 GENERAL REQUIREMENTS FOR PROPOSALS 21
4.3.1 PROPOSAL FORMAT AND CONTENT 21
4.3.2 ADMINISTRATIVE PROPOSAL 22
4.3.3 FINANCIAL PROPOSAL 22
4.3.4 TECHNICAL PROPOSAL 23
4.4 BID OPENING 23

SECTION 5 - EVALUATION METHODOLOGY 23

5.1 PROPOSAL COMPLETENESS REVIEW 24
5.2 MINIMUM QUALIFICATIONS EVALUATION 24
5.3 TECHNICAL PROPOSAL EVALUATION 24
5.3.1 MWBE QUANTITATIVE FACTOR CREDIT 24
5.4 FINANCIAL PROPOSAL EVALUATION 24
5.5 FINAL COMPOSITE SCORE 25

SECTION 6 CONTRACT CLAUSES 25

6.1 INTEGRATION, MERGER, AND ORDER OF PRECEDENCE 25
6.2 REMEDIES 25
6.3 RESERVED PROCUREMENT RIGHTS 26
6.4 CONTRACTOR/SUBCONTRACTOR REQUIREMENTS 27
6.5 INSURANCE REQUIREMENTS 28
6.6 SUPPLIER DIVERSITY: MWBE AND SDVOB REQUIREMENTS 28

APPENDICES - (require no action from Bidders at time of proposal submission)

Appendix A – Standard Clauses for New York State Contracts

Appendix C – ITS Standard Contract Clauses

Appendix C-1- Contractor's Insurance Requirement

Appendix C-2 – Equal Opportunity and Supplier Diversity Requirements for NYS Office of Information Technology Services

Appendix C-AI – Standard Terms for AI Purchases for NYS Office of Information Technology Services

Appendix D – Primary Security and Privacy Mandates

Appendix E – RFP Glossary of Terms

ATTACHMENTS - (must be completed by Bidders and submitted with proposals)

Attachment 1- Minimum Bidder Qualifications

Attachment 2- Vendor Questions and Response Form

Attachment 3 – Firm Offer Letter and Conflict of Interest Disclosure

Attachment 4 – Financial Bid Workbook

Attachment 5 – Consultant Confidentiality and Non-Disclosure Agreement

Attachment 6 – FOIL & Litigation Disclosure

Attachment 7 – NYS Required Forms

Attachment 8 – ST-220CA and ST-220TD Certification

Attachment 9 – Bidder Checklist

Attachment 10 – Technical Proposal Form

Additional Attachments

Attachment 11 – Statement of Work Template

Attachment 12 – Deliverable Acceptance Form

Attachment 13 – Change Request Form

Attachment 14 – Workflow Diagram

Addendum 1 - Description of Revisions

Section 1 - Procurement Overview

1.1 Overview of New York State Information Technology Services

The NYS Office of Information Technology Services (ITS) was established in 2012 and is the largest consolidated IT organization in America. At ITS, we deliver modern technology solutions that connect NYS agencies, entities, commissions, and local governments with millions of New Yorkers. Our talented ITS employees are leaders, innovators, and drivers of positive change who have won countless state and national awards. We believe technology is transformational, and we will never stop striving to do better, be better, and improve the way we operate. Visit **https://its.ny.gov/**.

1.2 Purpose of Request for Proposals

The New York State (NYS) Office of Information Technology Services (ITS) is issuing this Request for Proposal (RFP) to solicit bids from Service Providers who are certified Salesforce Consulting Partners for a **three (3) year** Enterprise Agreement Contract (EAC) to procure Implementation Services using the roles described in **Attachment 4 - Financial Bid Workbook.** This procurement is limited to the engagement of a Salesforce-certified consulting partner to provide professional services in support of our Salesforce environment. All required Salesforce licenses, products, and cloud services have been procured separately and are not in scope for this effort. The selected partner will be expected to supply qualified personnel aligned to the specified roles and job titles outlined in this bid. No additional Salesforce software, subscriptions, or platform components are requested as part of this engagement.

The State of New York has identified Salesforce-related projects/engagements across multiple State agencies that are looking to modernize their current applications and offerings. Bidders are advised ITS has previously invested in Salesforce Licensing via executed contract C000898. To appropriately leverage the existing investment and to address this project demand efficiently, the NYS ITS seeks to establish an Enterprise agreement with a qualified Salesforce Consulting Partner. This procurement structure will enable agencies to rapidly deploy Salesforce projects through pre-qualified and Salesforce-certified resources while ensuring adherence to platform best practices, minimizing technical debt, and maximizing return on investment. The framework outlined below will eliminate repetitive procurement cycles while remaining compliant with the definition of “best value” per Section 163 of State Finance Law, provide agencies with flexible access to specialized expertise, and maintain governance standards that support the State's long-term digital transformation goals. All potential bidders are advised this is not a standard staff augmentation contracting opportunity.

1.3 Project Background (Current State)

NYS ITS and its client agencies must procure Salesforce product implementations on an ad hoc basis. In the prior year, ITS attempted to utilize other State contracting vehicles to facilitate Salesforce-specific projects. However, these vehicles can take at least 6-12 months before a potential partner can begin providing services for NYS.

The current methodology of individual implementation procurements restricts NYS ITS's ability to provide timely solution sets to NYS client entities. As such, NYS ITS cannot develop a common base of implementation that would allow for quicker project implementation. This derivative also requires all new projects to develop a unique project core at the expense of NYS. ITS has determined these other contract vehicles do not meet our form, function, and utility. ITS requires a contract in which Salesforce projects/services can begin within one (1) month of funding availability.

1.4 Business Goals (Future State)

The business goals for this procurement include, but are not limited to:

NYS ITS intends to incorporate Salesforce Technology into its Enterprise IT ecosystem for use by its customer entities. As the service provider, NYS ITS will manage this technology implementation through a chosen partner. This contract will ensure a standardized deployment of Salesforce across the ITS Enterprise IT ecosystem. The procurement process will identify a single partner through best-value determination, evaluating technical requirements and hourly rates by Salesforce job title. This Prime Contractor has the responsibility to assemble, govern, scale resources to meet NYS ITS needs and will remain accountable for multiple concurrent Salesforce implementations, including work performed by subcontractors. Use of subcontractors will allow the Prime Contractor to meet the Supplier Diversity goals outlined in Appendix C-2. NYS ITS will serve as the contract holder, exercising oversight via its Center of Excellence (COE) and managing the provisioning of associated services to its client entities.

ITS will own the work product of the implementation team (configurations and documentation created). This will be housed in a reusable asset library overseen by the COE. Use of this asset library will reduce implementation time and, therefore, provide cost savings for the State. This will allow for a faster deployment of Salesforce solutions using proven methods for configuration and integration with the NYS Enterprise IT environment.

By maintaining ownership, NYS ITS guarantees a cohesive design strategy for all Salesforce implementations. This consistency will translate into a streamlined user experience for NYS employees and a more positive experience throughout our client agencies.

The bidder will provide an Enterprise Salesforce Portfolio Manager at no charge to NYS to manage overall project status reports and collaborate with the COE to manage capacity needs and upcoming project forecasts for needed resources. The Portfolio Manager will also monitor project “burn rate” and provide recommendations to mitigate project delays and/or roadblocks preventing successful and timely project completion.

1.5 Calendar of Events

RFP Calendar of Events		
Event	**Date**	**Comments**
1. RFP Release	**August 03, 2026**	
2. Deadline for Submission of Vendor Questions ***Attachment 2 Vendor Questions Form***	**August 17, 2026**	Written inquiries only, using “Attachment 2 Vendor Questions Form” by 4 p.m. to: Email: **EA@its.ny.gov**
3. Issuance of Response to Submitted Questions (Estimated)	**October 13, 2026**	Written responses will be posted on NYS ITS website: **https://its.ny.gov/competitive-procurement-opportunities**

RFP Calendar of Events		
Event	**Date**	**Comments**
4. PROPOSAL DUE	**November 3, 2026**	All sealed bids MUST be emailed by 4 p.m. to: EA@its.ny.gov Subject: **Formal Proposal – Bid #C000979**

1.6 Definitions

Definitions for certain terms in this document, its appendices, and attachments can be found in **Appendix E**– Glossary of Terms.

1.7 Downstream Prohibition

If a Vendor/Manufacturer participates in the development of a solicitation (e.g., specifications, etc.), they are precluded from participating as a potential bidder. See State Finance Law § 163(2); and for technology procurements, see State Finance Law § 163-a, for guidance and exceptions.

Salesforce, Inc is downstream prohibited and is precluded from participating in this solicitation as a bidder or a subcontractor.

Section 2 - Scope of Work

2.1 Minimum Bidder Qualifications

Bidders must meet the minimum qualifications set forth below and certify that the requirements have been met by completing and submitting **Attachment 1 - Minimum Bidder Qualifications** with their bid package. Failure to meet and certify that the requirements have been met in Attachment 1 may result in the Bid being deemed disqualified, nonresponsive, and eliminated from consideration.

By submitting a bid, Bidders are certifying they are qualified to perform the proposed work. Bidders shall have the necessary staff, equipment, permits, licensing, and compliance.

The bidder must possess and provide proof of the following qualifications. Documentation must be provided with your bid for all items listed on **Attachment 1 – Minimum Bidder Qualifications**. The Minimum Bidder Qualifications for this solicitation are:

- All eligible bidders must be a certified Salesforce Inc. Consulting Partner and shall provide a direct link to their official Salesforce partner profile at Salesforce Consultants on AppExchange | Salesforce AppExchange as part of their proposal submission.

- Bidder is registered with the NYS Department of State as an entity authorized to conduct business in New York State or agrees to register before the award of any resulting Contract.

- Bidder will have submitted the NYS Vendor Responsibility Form via the NYS VendRep system operated by the NYS Comptroller's Office before bid submission via the OSC VendRep site at https://www.osc.ny.gov/state-vendors/vendrep/vendrep-system.

- The service and data are classified as "**High Risk**". The bidder attests that, if awarded, they will provide copies of verification. Refer to **Appendix C-1 - Contractor's Insurance Requirements** for NYS Office of Information Technology Services for "**High Risk**".

- Bidder expressly accepts all NYS/ITS Terms and Conditions as outlined in the accompanying appendices and attachments and their inclusion in any contract resulting from this RFP. No extraneous terms are being submitted with the bid.

- Pricing supplied on Attachment 4 (Bidder's Financial workbook) is firm, remains valid for the life of this contract, and will serve as the sole mechanism for billing. Bidder expressly accepts pricing will not be renegotiated.

The State reserves the right to require the submission of any documentation it considers essential for verifying a Bidder's fulfillment of the minimum qualifications

2.2 Functional Requirements

The Contractor will work under the governance of the NYS ITS Salesforce Center of Excellence (COE) to provide the necessary Implementation-Related Professional Services for its end-user clients. These implementations will be used to establish new deployments of Salesforce Platform solutions, as well as to support subsequent change requests for the installed systems.

NYS ITS shall establish and maintain a Salesforce COE to provide enterprise governance, architectural oversight, cost control, security review, and strategic coordination for all Salesforce deployments across participating entities. In addition, the COE provides Salesforce license management and subscription oversight for all participating agencies. The Contractor is responsible for the design, configuration, development, and deployment of solutions. All work must adhere to New York State and ITS policies and COE Standards. Relevant policies can be found at https://its.ny.gov/policies. Additionally, the Contractor must follow COE standards and guidelines specifically for Salesforce implementations, including those related to customized data models, reference architectures, integration patterns, security baselines, and development lifecycle requirements.

The COE shall serve as the enterprise authority for:

- Salesforce architecture standards and alignment
- Security and compliance review
- License management and subscription oversight
- Cost reasonableness review of staffing plans
- Reuse of enterprise assets and shared components
- Performance monitoring of Contractor delivery

2.3 Statement of Work

All work done under this agreement will require the Contractor to create a **Statement of Work** (SOW) and related quote that details the SKUS, quantities, and associated pricing as defined in **Attachment 4** for the Salesforce implementation. All

discovery work performed by the Contractor to create the SOW and associated level of effort will be considered pre-sale activity and therefore not billable under this Contract. Any milestone payment requirements will be defined in the SOW.

SOWs require approval from both the **End-User Client Agency** and the **ITS DCT**. **ITS COE** review is required for defined enterprise-impact scenarios. Examples include:

- New Salesforce org or major license expansion
- Cross-agency solutions
- Complex integrations
- AI / advanced data use

No SOW with enterprise-impact scenarios shall be executed without required COE approval as outlined below.

- Scope of work contents
- Staffing plan and labor category mix
- Level of Effort (LOE) estimates
- Alignment with New York State, ITS, and COE standards
- Security and Compliance implications, including preliminary data classification and compliance areas
- Use of Artificial Intelligence review (see Appendix C-AI)
- Licensing impacts
- Integration approach
- Estimated total cost

The COE may require SOW revisions prior to approval. For complex implementations, the COE may require the **Deliverable Expectation Documents (DED)** to be submitted along with the SOW. The End-User Client Agency will also review and approve the proposed SOW. Any proposed professional service resource may be required to complete a background check and the onboarding process described in **Appendix C**. ITS reserves the sole right to request fixed-price engagements via execution of a SOW.

2.3.1 Required SOW Artifacts

Each SOW (*see attachment 11 - Sample SOW*) submission shall include the following documentation:

Business and Scope Documentation

- Business objectives
- Defined scope (in-scope and out-of-scope)
    - Conceptual Context Diagram
    - High-Level process flows in BPMN format or Journey Maps

- Assumptions and dependencies
- Target timeline (all projects initiated during the established contract term may survive the expiration of contract C000979 for a period not to exceed 36 Months)
- Timeline will include agreed-upon Resource Assignment and Project Initiation timeframes per Section 2.8.3

Staffing and Cost Documentation

- Labor category mapping with job title and description per Attachment 4
- Named Key Personnel and required certifications (if applicable)
- Narrative justification of staffing model. Each SOW must identify and clearly define roles, staffing mix, and associated rates.

Technical Documentation (as applicable)

- Solution architecture diagram
- Integration design overview
- Data model impacts
- Security and access model summary
- Environment strategy (sandbox, release approach)

Licensing Impact Statement

- Existing license inventory
- Proposed new licenses (if any)
- Justification for license expansion
- Utilization analysis: propose license quantities needed for:
  - Initial build of environment
  - Testing requirements
  - Production Use

Deliverables and Acceptance Criteria

- Defined deliverables
- Milestones
- Definition of Completion
- Acceptance process (see sample Deliverable Acceptance document Attachment 12)

SOWs lacking required documentation shall be returned for completion.

2.4 Service Delivery Location

The Statement of Work (SOW) will clearly indicate whether the professional services will be performed virtually or on-site. All remote work must be performed in the Contiguous United States (CONUS) meaning the 48 contiguous States and the District of Columbia.

All data related to projects supported by this contract and deliverables described in the Statement of Work must be stored in the Contiguous United States (CONUS) meaning the 48 contiguous States and the District of Columbia.

2.5 Key Personnel Requirements

NYS ITS may designate certain roles as key personnel. For these roles, the following should also be submitted:

- Detailed resumes for each proposed Key Personnel.
  Resumes shall include:

- Total years of professional experience.
- Total years of Salesforce-specific experience.
- Certifications (type and current status).
- Role performed on referenced projects.
- Experience with government or regulated entities.

- Documentation of required certifications.
- Description of at least two (2) comparable Salesforce implementations performed within the past five (5) years.
- Description of public sector experience, if applicable.
- Confirmation of availability for contract award.
- The State reserves the right to interview proposed Key Personnel prior to award.
- Substitution of Key Personnel
    - The Contractor shall not remove or replace Key Personnel without prior written approval from the State.
    - Proposed replacement personnel must meet or exceed the qualifications of the originally proposed individual.
    - The Contractor shall provide advance notice of any anticipated departure and shall ensure knowledge transfer prior to transition.

2.6 Portfolio Management Requirements

As consideration for the State's issuance of a single-award statewide contract, the Contractor shall provide enterprise-level portfolio management support to the State at no additional cost.

2.6.1 Enterprise Salesforce Portfolio Manager

The Contractor shall provide a qualified Enterprise Salesforce Portfolio Manager to support the NYS ITS Salesforce Center of Excellence and participating agencies. This position shall be designated as a key personnel resource.

Scope of Services

The Enterprise Salesforce Portfolio Manager shall support the State by:

- Tracking all Salesforce-related Projects and related SOW's issued under this Master Contract
- Maintaining an enterprise project portfolio dashboard
- Monitoring schedule, scope, and cost performance across projects
- Providing consolidated status reporting to the State and the COE
- Identifying risks, dependencies, and cross-agency coordination issues
- Coordinating enterprise-level Contractor reporting requirements
- Supporting quarterly performance reviews
- Assisting in identifying opportunities for reuse of shared components or enterprise solutions
- Escalating issues affecting multiple agencies or enterprise architecture alignment
- Capacity planning and forecasting use of resources to ensure adherence to the Resource Availability and Readiness Requirements

Deliverables

The Enterprise Salesforce Portfolio Manager shall provide:

- Monthly enterprise portfolio status report
- Consolidated project dashboard
- Risk and issue log across Purchase Orders
- Quarterly enterprise performance review report
- Annual enterprise Salesforce activity summary

Level of Effort

The Contractor shall provide this Enterprise Portfolio Management support at no cost to the State.

Qualifications

The Enterprise Salesforce Portfolio Manager shall:

- Have a minimum of 7 years of IT program and portfolio management experience
- Have experience overseeing multiple concurrent enterprise Salesforce implementations
- Hold PMP certification or equivalent

Governance

The Enterprise Salesforce Portfolio Manager shall report operationally to the State's Salesforce COE. The State reserves the right to request replacement of the assigned individual if performance is unsatisfactory.

Training for State Personnel

Contractor shall provide a minimum of four (4) training sessions per year for State personnel covering Salesforce administration, configuration best practices, and platform updates.

2.7 Knowledge Transfer and Documentation

2.7.1 Project Closeout Required Documentation

Prior to Final Acceptance and project closure, the Contractor shall provide:

- Configuration documentation
- Reuse documentation
- Integration documentation
- Security model documentation
- Administrative runbooks
- Knowledge transfer sessions for State personnel
- Training Materials

The Contractor and NYS ITS will complete and sign off on all Deliverables through the use of the **Deliverable Acceptance Form,** see Attachment 12. Final payment may be withheld pending completion and acceptance of required documentation.

2.7.2 Enterprise Reuse and Accelerator Rights

The State recognizes that the Contractor may possess pre-existing methodologies, software components, frameworks, templates, accelerators, tools, and other intellectual property developed independently of this Contract ("Contractor Background IP"). Nothing in this requirement is intended to require the Contractor to transfer ownership of Contractor Background IP solely as a condition of Contract award.

However, the State's objective is to establish an enterprise Salesforce environment in which solutions, components, configurations, and other assets developed or implemented with State funds can be maintained and reused across Participating Agencies without unnecessary duplication of cost or vendor dependency.

Accordingly:

1. **State-Funded Deliverables.** Deliverables, configurations, documentation, custom code, workflows, integrations, templates, and other materials developed specifically for the State under a SOW shall be subject to the ownership and reuse provisions of the Contract and shall be available for reuse across the State enterprise.

2. **Contractor Background IP.** The Contractor shall retain ownership of pre-existing Contractor Background IP.

3. **Background IP Incorporated into State Solutions.** If the Contractor elects to incorporate Contractor Background IP into a deliverable or solution provided under this Contract, the Contractor shall identify such Background IP in writing prior to its incorporation.

4. **Enterprise Reuse Rights.** Unless otherwise expressly approved by the State in writing prior to incorporation, Contractor Background IP incorporated into a State deliverable or required for the operation, maintenance, modification, or reuse of that deliverable shall be provided with a perpetual, irrevocable, non-exclusive, royalty-free license permitting the State and its authorized Participating Agencies and service providers to use, execute, reproduce, maintain, modify, support, and reuse the applicable asset for State governmental purposes.

5. **No Duplicate Accelerator Charges.** The Contractor shall not charge a Participating Agency an additional license, accelerator, access, or reuse fee for Contractor Background IP for which enterprise reuse rights have already been granted under this Contract.

6. **Contractor Delivery Tools.** Contractor proprietary tools, methodologies, or accelerators used solely to perform the services and which are not incorporated into, required to operate, or delivered as part of a State solution shall remain the property of the Contractor and are not subject to the enterprise reuse requirement.

7. **Disclosure.** Each SOW shall identify any Contractor Background IP proposed for incorporation into the solution, any restrictions applicable to such IP, and any current or future fees associated with its use. No undisclosed proprietary dependency may be introduced into a State solution.

8. **CoE Review.** The Salesforce Center of Excellence (CoE) shall review proposed proprietary components and may require use of an alternative approach where the proposed component would create unreasonable licensing costs, restrictions on enterprise reuse, or ven**dor** dependency.

The Contractor shall maintain a library of reusable Salesforce implementation assets developed by the Contractor. These assets may include, but are not limited to:

- Configuration templates
- Data model accelerators
- Integration frameworks
- Deployment and DevOps automation scripts
- Reusable Lightning components
- Reusable solutions such as grant management and licensing management
- Flow automation templates
- Public sector solution accelerators
- Testing frameworks and automated test scripts

Deliverables

The Contractor shall:

- Identify and make available relevant accelerators during SOW development
- Identify reusable assets applicable to each SOW. All SOW's must leverage existing enterprise assets and reusable components where applicable. Exceptions must be justified in the SOW.
- Provide documentation and usage guidance.
- Update the asset library periodically with newly available accelerators.
- NYS COE shall be allowed access to the contactor's asset library.

2.7.3 Change Request Submission Requirements

Any request to modify scope, schedule, staffing mix, or deliverables must be submitted in writing and shall include:

- Description of the proposed change
- Justification for the change
- Impact to scope and deliverables
- Revised staffing plan and labor category breakdown
- Incremental and cumulative cost impact
- Impact to schedule and milestones
- Identification of any architectural, security, or licensing implications

NYS ITS COE and the End-User Agency must approve any Change Request. See Attachment 13 - Sample Change Request.

2.7.4 Unanticipated Enhancements

Unanticipated Enhancements refer to additional functionality and deliverables unknown to the Client Agency at the time of initial SOW and purchase order that the contractor and NYS ITS mutually agree on submission of a change request as described in section 2.7.3.

Under this contract, each engagement will be locked to a 20% Cap on unanticipated enhancements to the services provided. This provision must be included in the Cost Evaluation for each engagement sought under contract C000979. The usage of such unanticipated enhancements will require a formal SOW Change Request to be submitted and approved, which will result in an amended Purchase Order.

2.8 Resource Availability and Readiness

2.8.1. Purpose

This contract establishes requirements for Contractor staffing capacity, resource readiness, and timely initiation of Purchase Orders to ensure consistent, enterprise-wide service delivery. NYS ITS anticipates that multiple Salesforce implementation projects may be initiated and performed concurrently throughout the term of the Contract. Projects may vary significantly in size, complexity, duration, Salesforce products utilized, required skill sets, and implementation schedules.

The Bidder, as Prime Contractor, will be responsible for maintaining sufficient qualified resources and delivery capacity to support these concurrent requirements. The Prime Contractor may utilize qualified subcontractors as necessary; however, use of subcontractors shall not diminish or transfer the Prime Contractor's responsibility for successful performance.

2.8.2. Capacity Requirements

The Contractor shall:

- Maintain sufficient staffing capacity across all required labor categories
- Maintain a pool of qualified personnel available for assignment (“bench”)
- Demonstrate the ability to support multiple concurrent Purchase Orders
- Scale staffing levels to meet increases in demand
- Not accept Purchase Orders that cannot be staffed within the required timelines

2.8.3 Resource Assignment and Project Initiation

2.8.3.1 Resource Assignment

The Contractor shall assign qualified personnel within ten (10) business days of Purchase Order execution or as agreed upon in the SOW project timeline.

2.8.3.2 Project Initiation

The Contractor shall:

- Conduct project kickoff within thirty (30) calendar days of SOW execution and purchase order issuance or as agreed upon in the SOW project timeline
- Be fully prepared to initiate work at kickoff

2.8.3.3 Readiness Requirements

At kickoff, the Contractor shall:

- Assign all required Key Personnel
- Provide a finalized project schedule
- Provide a confirmed staffing plan
- Be ready to begin delivery activities

2.8.4 Background Check Compliance

2.8.4.1 Requirement

All personnel must meet applicable background check requirements prior to accessing State systems, data, or facilities. See Appendix C, section 8.

2.8.4.2 Contractor Responsibility

The Contractor shall:

- Initiate background checks in a timely manner
- Manage clearance processes to meet staffing timelines

2.8.4.4 Pre-Cleared Resources

The Contractor shall maintain a pool of personnel who:

- Have completed required background checks; or

- Can obtain clearance within required timeframes

2.8.4.5 Status Reporting

The Contractor shall report background check status and identify any risks to staffing timelines.

2.8 5 Reporting Requirements

The Contractor's Enterprise Portfolio Manager shall provide reporting, including:

- current staffing levels
- available capacity by labor category
- resource assignment status
- background check status
- anticipated capacity constraints

2.8.6 Key Personnel Replacement

The Contractor shall provide replacement personnel within ten (10) business days, subject to background check requirements and approval by ITS of the replacement.

Failure to comply with these requirements may result in:

- corrective action requirements
- consideration in performance evaluations and contract continuation; see Section 6.2 Remedies

2.9 Workflow Diagram

Please refer to Attachment 14, which contains a diagram of the workflow for procurements under this contract. :

Section 3 - Administrative Information

3.1 Issuing Office

This RFP is being released by the New York State Office of Information Technology Services, Vendor and Sourcing Management Organization.

3.2 Method of Award

ITS will make an award for the services described in this RFP to a responsive and responsible Bidder on a "Best Value" basis. Best Value means that the proposal that optimizes quality, cost, and efficiency among responsive and responsible Bidders shall be selected for award (State Finance Law, Article 11, Section 163).

3.3 Pricing, Billing, and Payment for Services

Bidders must submit their cost proposal for the required services necessary to provide the State with the required deliverables using Attachment 4 marked "Financial Bid Workbook." Any deviations, alterations, qualifiers, ranges, etc. included with the cost proposal will result in rejection of the proposal. Bid prices shall include all proposed labor, equipment, materials, supplies, etc., to provide a "turnkey" solution. All prices quoted shall be inclusive of all customs, duties, and charges, and shall include, but not be limited to, insurance, administrative, profit, and ancillary costs.

Prices will be held firm for the three (3) year contract period. If the optional extension year(s) are utilized, a one-time price increase of five (5) percent will be allowed only for the first extension period.

Payments for Services rendered shall be in accordance with the Contract. All rates must be inclusive of all direct and indirect costs, including contract administrator, clerical personnel, travel, computer charges, postage, and all other expenses related to the engagement.

Contractor shall invoice ITS monthly, in arrears, for all Services rendered with appropriate detailed invoices in a form agreed to and as directed by ITS. The Comptroller shall render payment for invoices under this Contract in accordance with ordinary State procedures and practices.

3.4 Contract Term

The term of the Contract shall be three (3) years. The Contract shall take effect and commence upon the approval of the Contract by the Office of the State Comptroller of the State of New York ("OSC" or "Comptroller"), as applicable. This Contract will have two (2) optional one (1) year renewal periods.

3.5 Method of Payment

Payments will be processed by the State when all services have been satisfactorily performed. All invoices will be processed in accordance with established procedures of the New York State Office of Information Technology Services and the Office of the State Comptroller. *See Appendix C, section 14.*

Note: This contract may be terminated at any time by ITS for convenience upon sixty (60) days' written notice or other specified period without penalty or other early termination charges due. Such termination of the contract shall not affect any project or Purchase Order that has been issued under the contract before the date of such termination. If the contract is terminated pursuant to this subdivision, ITS shall remain liable for all accrued but unpaid charges incurred through the date of the termination. Contractor shall use due diligence and provide any outstanding deliverables.

3.6 General Payment Terms

Each invoice must be itemized and include the following information: Contract ID number (C000979); Company FEIN; Vendor ID number; Date(s) of Service; a unique invoice number; SOW Project Identifier and a detailed description of services performed. *See Appendix C, section 14.*

Invoices without the above-stated information will be returned to the Contractor to be completed as required in the paragraph above. **Payment will not be issued, will not be due, and will not be owing until a corrected invoice is received and approved by ITS**.

All Invoices are to be submitted for payment to:

AccountsPayable@ogs.ny.gov

The OGS Business Service Center
Accounts Payable
Empire State Plaza Station
P. O. Box 2117
Albany, New York 12220 -0117

Each project and its associated Statement of Work (SOW) requires an individual invoice for tracking purposes.

3.7 Communications from NYS to Vendors

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

3.8 Procurement Record

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

Section 4 - Proposal Requirements & Submission

4.1 Inquiries from Bidders

New York State Finance Law §§139-j and 139-k impose certain restrictions on communication between NYS and Bidders during procurement. Bidders should submit all RFP inquiries, questions, comments, or extraneous terms using Attachment 2 – Vendor Questions Form during the Bidder Inquiry period. Solicitation deviations and Extraneous Terms shall be sent to EA@its.ny.gov by the deadline stated in Page ii., Key Events and Dates. Bidder is advised that ITS will not entertain any exceptions to Appendix A (*Standard Clauses for New York State Contracts*). All extraneous terms and conditions must be resolved before the submission of a bid, and answers to all questions, comments, bid deviations, and Extraneous Terms of a substantive nature will be provided to all prospective Vendors in the form of a question-and-answer document, which will be posted on the ITS website. **No other method of inquiry will be accepted.**

For inquiries related specifically to Minority and Woman-Owned Business Enterprises (MWBE) and Service-Disabled Veteran-Owned Business (SDVOB) provisions of this procurement solicitation, the designated contact is:

MWBE/SDVOB Email: its.sm.SupplierDiversity@its.ny.gov

All questions related to this RFP or the contract process must be submitted in writing using "Attachment 2 - Vendor Questions Form" to **EA@its.ny.gov** by the date and time indicated in the RFP Calendar, citing the particular bid section and paragraph number. **No telephone questions will be answered.**

Only questions received during the Question-and-Answer period (as outlined in the RFP Calendar) will be addressed. **Official answers to the questions will be posted on the ITS website on the date indicated in the RFP Calendar.**

Prospective Bidders should note that all clarifications and exceptions must be resolved before submitting a bid. Answers may be included in a bid addendum. All amendments, clarifications, and any announcements related to this procurement will be posted on the **ITS website**. It is the sole responsibility of the bidders to check the website for any amendments, clarifications, or updates. All applicable amendment information must be incorporated into the firm's proposal. Failure to

include this information in your proposal may result in the proposal being deemed non-responsive.

Bidders are strongly encouraged to review the video prepared for this bid, which can be found at the ITS website.

4.2 Submissions and Packaging of RFP Response

ITS encourages the Bidder to submit all documents to ITS in an electronic format, including electronic copies of documents with original signatures. Documents requested by ITS should be submitted in the format specified by ITS and be completed in accordance with the instructions for the individual document, which may include an original signature or an original notarized signature. At this time, ITS cannot accept an eSignature that has been generated by software. Bidder is responsible for retaining the original documents with original signatures that have been scanned and submitted electronically until a determination of award is made. If an award is made to the Bidder, the documents with original signatures shall be retained for a period of six (6) years after the term of the contract has ended, and the documents with original signatures shall be submitted to ITS upon request.

The Bidder must submit an electronic copy of the Bid documents. Electronic documents must be saved as searchable Microsoft Word, Excel, and/or Adobe Acrobat formats, with the Administrative Proposal, Technical Proposal, and Financial Proposal clearly separated from each other (the Administrative Proposal and Technical Proposal must contain no information regarding Bidder's Financial Proposal) within the submission. Electronic copies of documents provided in PDF format should be saved as an Adobe Acrobat PDF and then converted to allow for Optical Character Recognition (OCR) (see https://www.adobe.com/acrobat/how-to/ocr-software-convert-pdf-to-text.html).

Electronic Bids are to be submitted to EA@its.ny.gov. When submitting an electronic bid, include the Bidder's company name and the RFP solicitation number and name in the subject line of the email. In the event of any discrepancies between original (if applicable) and electronic versions, the electronic version shall govern.

4.3 General Requirements for Proposals

Bidders must submit a complete response to this RFP that satisfies the requirements set forth below. Failure to do so may render the Bidder's proposal non-responsive. A proposal checklist is included in this RFP as Attachment 9.

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

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

4.3.1 Proposal Format and Content

The Bid must be organized in three (3) separate files labeled: (1) Administrative Bid (2) Financial Bid, and (3) Technical Proposal (collectively referred to herein as "Submissions"). A **Table of Contents** should clearly identify the location of all material within the Submissions by section and page number. Each of the sections of the Bid must contain the official name of the Bidder, its FEIN, and NYS Vendor ID number, if applicable. Failure to submit all of the following information may render the Bidder's Bid non-responsive. Minor omissions deemed not critical may be corrected at the sole discretion of the State.

For the State to evaluate bids fairly and completely, the Bidder 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.

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

Note: ITS reserves the right to request any additional information deemed necessary to ensure that the Bidder can fulfill the requirements of the Contract.

4.3.2 Administrative Proposal

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

The Bidder's Administrative Bid must contain responses to all documents described in this RFP. The Bidder's Administrative Bid must be submitted in an electronic format saved as searchable Microsoft Word, Excel, and/or Adobe Acrobat formats. Failure to use the documents provided may result in the Bidder's Bid being deemed non-responsive.

Firm Offer Letter & Conflict of Interest

The firm offer letter must confirm that the Bidder 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 cover 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 the principal(s) of the company responsible for this contract, their function, and title. A Bidder Representative authorized to make contractual obligations must sign the cover letter.

Administrative Bids must include the complete attachments below:

1. **Attachment 1 – Minimum Bidder Qualifications**
2. **Attachment 3 – Firm Offer Letter & Conflict of Interest Disclosure**
3. **Attachment 5 – Consultant Confidentiality & Non-Disclosure Agreement**
4. **Attachment 6 – FOIL and Litigation Disclosure**
5. **Attachment 7 – ITS Required Forms**
6. **Attachment 8 – ST-220CA and ST-220TD Certification, signed/notarized**
7. **Attachment 9 –Bidder Checklist**

Appendices A, C, C1, C2, and C-AI should be retained by the Bidder for future reference. Do not return to ITS as part of the bid submission.

Any other appendices referenced in this RFP but not indicated above as being required at the time of submission are included for informational purposes only. The awarded contractor(s) will be required to complete these forms prior to contract execution.

4.3.3 Financial Proposal

Bidder must submit **Attachment 4 - Financial Bid Workbook**. Any deviations, alterations, qualifiers, ranges, etc. included with the Bid may result in rejection of the Bid.

The Bidder's Financial Bid must be submitted electronically and saved in Excel format. All prices must be represented in

U.S. dollars. Incomplete Financial Bids, or Financial Bids containing modifications, alterations, qualifiers, ranges, or exceptions, may be rejected. The bidder's Financial Bid should consist of:

- **Attachment 4 - Financial Bid Workbook**

4.3.4 Technical Proposal

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

Bidder must submit **Attachment 10 – Technical Proposal**

The Technical Proposal should describe how the bidder will meet New York State ITS's business goals.

Technical Proposal contents:

- **Executive Summary**
  - *Description of Firm*
- **Bidder's Experience**
  - *Demonstration of Experience providing similar services to reference customers*
  - *Demonstration of $10,000,000 in Verifiable Sales to Public Sector customers*
- **Bidder Staffing Approach**
  - *Description of overall staffing approach for Implementation Projects and PMO*
  - *Description of approach for delivery of multiple concurrent projects*
  - *Description of approach to meeting Resource Availability and Resource Requirements*
- **Bidder Centralized Governance Model Approach**
  - *Experience working with a COE and enterprise standards, reusable assets, and shared architectural patterns*
- **Bidder's Practice in the Use of Reusable Assets**
  - *Description of the library of reusable Salesforce assets, accelerators, or frameworks, and example solutions*

4.4 Bid Opening

All bids received by the due date and time established on the RFP calendar will be opened in accordance with ITS's procurement procedures and evaluation process defined in advance of bid submission as required by State Finance Law.

Section 5 - Evaluation Methodology

The evaluation process will be conducted as outlined below.

The State will utilize a sequential multi-level evaluation process. A bidder must successfully pass each evaluation level before the submission will advance to the next level. **Failure to pass any required evaluation level will result in the**

submission being deemed nonresponsive and will NOT be considered for subsequent evaluation levels.

Only bidders that successfully pass all pass/fail evaluation levels will be eligible to advance through the evaluation process to receive a completed composite score.

NYS reserves the right to request clarification on proposals submitted throughout the evaluation process.

5.1 Proposal Completeness Review

After the Proposal opening, each proposal will be screened for completeness and conformance with the RFP requirements. Proposals that fail to meet the completeness review will be deemed non-responsive, will not be further evaluated, and the Bidder will be notified accordingly. Proposals that pass will proceed to the Minimum Qualifications Evaluation.

5.2 Minimum Qualifications Evaluation

Proposals submitted by Bidders will be evaluated on a Pass/Fail basis to determine whether they satisfy the RFP's minimum qualifications. Proposals that fail to meet the minimum qualifications will be deemed non-responsive, will not be further evaluated, and the Bidder will be notified accordingly. Passing proposals will proceed to the Technical Evaluation Bidders may still be disqualified if it is later determined that the Bidder did not meet all of the RFP minimum qualifications and should not have qualified to move on to the Technical stage.

5.3 Technical Proposal Evaluation

Technical: 70% (or 70 points) **-** The Technical Evaluation will be based upon the Bidder's ability to meet all Mandatory Minimum Qualifications identified in the solicitation and on the Contractor's response to Attachment 10 - Technical Proposal. Any proposal not meeting the Mandatory Minimum Qualifications or deemed to be materially incomplete may be denied further consideration. The Technical Proposal will evaluate questions 2a and 2b on Bidder's Experience using Pass/Fail methodology. Both questions must Pass to proceed with the rest of the scoring.

There is a minimum Technical Proposal Score of 40 points to qualify to proceed to the Financial Score evaluation. All bidders who meet the minimum Technical Proposal score will advance to the Financial Proposal Evaluation.

5.3.1 MWBE Quantitative Factor Credit

Please note that ITS will award two points of the Technical evaluation scale to Bidders that qualify as a certified Minority- or Women-Owned Business Enterprise (MWBE) as defined in subdivisions one, seven, fifteen and twenty of section three hundred ten of the Executive Law.

5.4 Financial Proposal Evaluation

The bidder shall ensure that all prices proposed in response to this solicitation are fair, reasonable, and reflective of the firm's best available pricing. NYS reserves the right at any time during the procurement process or resulting contract to request documentation or other information necessary to verify the reasonableness and accuracy of the proposed contract pricing. Such documentation may include, but not be limited to commercial price lists, published pricing, invoices, pricing offered to similarly situated governmental customers, and other appropriate supporting documentation.

By submitting a proposal, the bidder acknowledges that the State may verify pricing through reasonable means and agrees that pricing submitted is accurate, complete, and not knowingly misleading or materially inconsistent with the bidder's applicable pricing practices. Bids found to be inconsistent, or misleading may be found nonresponsive.

Financial: 30% (or 30 points) - The Financial Proposal evaluation will award 30 points as follows:

Cost scores will be scored on a relative basis. The lowest price Responsive proposal will receive a cost score of thirty points. All other proposals will receive a proportionate cost score calculated based on the relationship between the Offeror's Financial Proposal and the Lowest Price Financial Proposal, using this formula:

Offeror's Cost Score = 30 points x (Lowest Price Responsive Financial Proposal/Price of Proposal Being Evaluated).

5.5 Final Composite Score

A final composite score will be calculated by adding the Technical Proposal score to the Financial Proposal score. The Proposals will be ranked based on the combined scores. The Bidder with the highest composite score may receive a tentative award, subject to successful contract negotiations and approval by the Attorney General and Office of the State Comptroller.

Should more than one Bidder get the same total score, the tie will be broken using the Financial Proposal score. When price and other factors are found to be substantially equivalent, ITS will select the winning Bidder at its sole discretion.

Section 6 Contract Clauses

6.1 Integration, Merger, and Order of Precedence

The Contract shall be comprised solely of the following documents. In the event of an inconsistency or conflict in terms, precedence shall be given in the order indicated:

1. Appendix A -Standard Clauses for New York State Contracts (June 2023);
2. The Contract setting forth the final agreement between the Parties;
3. Appendix C – Standard Clauses for New York State Office of Information Technology Services Contracts (April 2025), including Appendix C-1 – Contractor's Insurance Requirements for NYS Office of Information Technology Services (January 2024); Appendix C-2 – Equal Opportunity and Supplier Diversity Requirements for NYS Office of Information Technology Services (August 2025); Appendix C-AI – Standard Terms for AI Purchases for NYS Office of Information Technology Services (April 2025);
4. ITS RFP #C000979 and ITS's published responses to Vendor Questions and all appendices and attachments; and Contractor's Bid Response.

Only those documents expressly indicated above shall be deemed a part of the Contract, and references contained in those documents to additional Contractor documents not referenced above shall be of no force and effect. All prior agreements, representations, statements, negotiations, and undertakings are superseded. The terms, provisions, representations, and warranties contained in the Contract shall survive performance hereunder.

6.2 Remedies

Notwithstanding any other provisions, ITS reserves the right to pursue all legal remedies, as detailed in Appendix C §3 and

§22, against the successful bidder. Pursuant to Appendix C §22, ITS reserves the right to withhold payment, in whole or in part, at ITS's discretion, in any case where a question of non-performance arises.

6.3 Reserved Procurement Rights

In addition to any other rights articulated elsewhere in the RFP, ITS reserves the right to:

- Disqualify a Bidder from receiving the award if the Bidder has previously failed to perform satisfactorily in connection with public bidding or contracts.
- Correct Bidder's mathematical errors and waive or modify other minor irregularities in bids received, after prior notification to the Bidder.
- During the evaluation process, seek clarification information from a Bidder(s) for the purpose of assuring the State's full understanding of the Bidder's responsiveness to the RFP requirements. This clarification information, if required, must be submitted in writing in accordance with formats as prescribed by ITS at the time said information is requested. If the information is received by the due date outlined in the ITS request for clarification, it shall be included as a formal part of the Bidder's Bid. Failure to provide required information by its associated due date may result in rejection of the Bidder's Bid. Written clarifications, if any, will be considered in the Bid 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.
- Waive any non-material requirement not met by all Bidders.
- Reject any or all bids received in response to this RFP.
- Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available.
- Disqualify any Bidder whose conduct and/or Bid fails to conform to the requirements of the RFP.
- Withdraw the RFP at any time, at ITS' sole discretion.
- Use the following in the course of evaluation and selection under the RFP: (i) bids; (ii) information obtained through the State's investigation of Bidder(s), including the Bidder's qualifications, experience and ability; (iii) Bidder's financial standing; (iv) any information pertinent to the evaluation of bids which may be obtained or received by the State; (vi) any material or information submitted by the Bidder(s) in response to any State requests for clarifying information, if any; and may include (vii) Management Interviews (viii) interviews of any or all of an Bidder's Lead Staff; and (ix) Site Visits (Note: Any Site Visits conducted will be used to confirm information provided by the Bidder).
- Modify, correct, and/or clarify stipulated requirements at any time prior to Bid opening and direct Bidder to submit Bid modifications addressing subsequent RFP amendments.
- Eliminate requirements unmet by all bidders.
- For the purpose of ensuring the completeness and comparability of bids, analyze submissions and make adjustments or normalize submissions in the Bid(s), including underlying calculations, to make level comparisons across bids and/or require correction of arithmetic or other apparent errors for the purpose of assuring a complete understanding of a Bidder's Bid and/or to determine a Bidder's compliance with the requirements of the RFP.
- 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 invite the next highest-ranked Bidder to enter into negotiations for purposes of executing a Contract, respectively.
- Make an award under the RFP in whole or in part.

- Change any of the scheduled dates.
- Utilize all ideas submitted in the RFP bids received.
- Reject illegible, incomplete, or vague bids in ITS' sole discretion.
- The State, at its sole discretion, may request Best and Final Offers (BAFO) during the evaluation process.
- Waive minor irregularities and/or omissions in Bidder's Bid if the State determines the best interests of the State will be served.
- New York State reserves the right to extend this agreement in accordance with this RFP.

6.4 Contractor/Subcontractor Requirements

- The relationship of the Contractor to ITS shall be that of an independent contractor. In accordance with such status as an independent contractor, the Contractor covenants and agrees to act consistent with such status: to neither hold itself out as, nor claim to be, an officer or employee of ITS or the State by reason hereof; and not to, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of ITS or the State, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership credit.
- The Contractor specifically represents, agrees, and warrants that its members, officers, employees, agents, servants, consultants, shareholders, and subcontractors have and shall possess the experience, knowledge, and character necessary to qualify them individually for the particular duties and services performed hereunder.
- This Solicitation is intended to secure the professional services of the Contractor because of its ability and shall not be assigned, conveyed, transferred, or disposed of by the Contractor.
- ITS has an absolute right and discretion to approve or disapprove any proposed staff and changes in staff. The Contractor shall notify ITS of any proposed changes in staff immediately. ITS, in each instance, will be provided with a summary of experience of the proposed substitute and an opportunity to interview that person, prior to giving its approval or disapproval. Any substitute staff provided by Contractor shall have equal or better qualifications than the staff being replaced. Approval of proposed staff or changes shall not be unreasonably withheld.
- The Contractor shall be fully responsible for performance of work by its staff and by its subcontractor's staff, and ITS reserves the right to request removal of any Contractor staff or subcontractor staff if, in ITS's discretion, such staff is not performing in accordance with this Solicitation.
- The Contractor agrees not to subcontract any of its services without the prior written approval of ITS. Approval shall not be unreasonably withheld upon receipt of written request to subcontract.
- ITS considers the Contractor the sole contractor with regard to all provisions of the solicitation and the agreement resulting from the solicitation. When bidding, any known/planned use of subcontractors must be disclosed in detail with bid submission. If subcontractors are to be used, it shall be understood that the bid price includes the cost of the subcontractor, and no additional markups will be allowed.
- No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this Solicitation or the resultant agreement. The Contractor accepts full responsibility for the actions of any employee or subcontractor/subcontractor's employee(s) who carry out any of the provisions of any contract resulting from this Solicitation.
- The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the work in accordance with the Agreement. The Contractor shall coordinate and control the work of the subcontractors.

- The Contractor shall be responsible for informing the subcontractors of all terms, conditions, and requirements of the contract documents.
- During the term of the Agreement, before any part of the Agreement shall be sublet, the Contractor shall submit to the NYS ITS VSMO , Empire State Plaza, PO Box 2062, Albany, NY 12220-0062 in writing, the name of each proposed subcontractor and obtain written consent to such subcontractor. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor without causing delay in the work of the Agreement. The Contractor shall promptly furnish such information as the State may require concerning the proposed subcontractor's ability and qualifications.
- ITS, upon award, shall designate program staff as its representatives and/or designee(s). Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an Agreement action is to be taken or approval for services given by ITS, such action or approval may be given only by the representatives designated pursuant to this Section. All Notices under this Solicitation shall be directed to the representatives identified, or their designees. ITS may on written notice designate other individuals as its representatives.
- The Contractor hereby covenants and represents that there is and shall be no actual or potential conflict of interest that could prevent the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Agreement, the State's Public Officers Law, and 45 CFR parts 75.112 and 75.327(b)&(c). The Contractor shall have a duty to notify ITS immediately of any such actual or potential conflicts of interest. ITS and the Contractor recognize that conflicts may occur in the future because the Contractor may have existing, or establish new, relationships. ITS will review the nature of any relationships and reserves the right to terminate this Agreement for any reason, or for cause, if, in the judgment of ITS, a real or potential conflict of interest cannot be cured.
- Contractor and its employees must comply with the requirements of §73 and §74 of the Public Officers Law, other State codes, rules, regulations, and any executive orders establishing ethical standards for the conduct of business with New York State. In signing the Agreement, the Contractor certifies and warrants full compliance with those provisions for any present or future dealings, transactions, contracts, services, offers, relations, etc., involving New York State and/or its employees. Failure to comply may result in disqualification from bidding processes, termination of the Agreement, and/or other civil or criminal proceedings as required by law.

6.5 Insurance Requirements

Please reference **Appendix C-1** – Contractor's Insurance Requirements for a detailed list of all insurance requirements.

6.6 Supplier Diversity: MWBE and SDVOB Requirements

Participation of NYS Business Enterprises (MWBE)

It is the policy of ITS to encourage the maximum participation of **Minority and Women-Owned Business Enterprises (MWBE)** as Bidders, subcontractors, and suppliers on its procurement contracts, consistent with New York State laws. For purposes of this procurement, ITS conducted a comprehensive review of the services required under this procurement and determined that the Contract does offer sufficient opportunities to set specific goals for participation by MWBEs as subcontractors, service providers, and suppliers to the Contractor. **Appendix C-2 – Supplier Diversity** contains the outlined MWBE percentage.

Participation of Service-Disabled Veteran-Owned Businesses (SDVOB)

Article 3 of the New York State Veterans' Services Law provides for more meaningful participation in public procurement by certified **Service-Disabled Veteran-Owned Businesses ("SDVOBs"),** thereby further integrating such businesses into New York State's economy. ITS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of ITS contracts.

In recognition of the service and sacrifices made by service-disabled veterans, and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, ITS conducted a comprehensive search and determined that the Contract does offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to the Contractor. **Appendix C-2 - Supplier Diversity** contains the outlined SDVOB percentage.

The Bidder/Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veterans' Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

Please see **Appendix C - 2 – Supplier Diversity** for information on Supplier Diversity requirements.