



DIVISION OF FINANCIAL ADMINISTRATION

**Addendum No. 1
To
RFP No. 1853**

Date: March 6, 2014

Subject:

1. RFP 1853 Replacement Language, Section 5.2.3 Service Management, Table 3, Service Management Requirements, subsection 5.2.3.2
2. List of Registered *Intent To Submit* Proposers
3. OGS Response to Written Questions
4. Exhibit 1-Proposers Submission Checklist - Addition

Title: Information Technology Governance Transformation Support Services

Group: 73012 - Class Code: 82, 83, 80, 81, 84, 86, 43

Proposal Due Date: April 10, 2014 at 2:00 PM

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1. RFP 1853 Replacement Language

Remove Language from Section 5.2.3 Service Management, Table 3, Service Management Requirements, subsection 5.2.3.2:

~~Prepare Visio diagrams and RACI charts for 18 undocumented ITIL processes (Release & Deployment Management, Service Portfolio Management, Demand Management, Capacity Management, Service Validation and Testing, Access Management, Transition Planning and Support, IT Service Continuity, Supplier Management, Knowledge Management, Strategy Management, Financial Management, Availability Management, Service Level Management, Information Security Management, Service Measurement, Service Reporting, and Service Improvement) through an interactive development effort with the ITSM Project team.~~

Replacement Language for Section 5.2.3 Service Management, Table 3, Service Management Requirements, subsection 5.2.3.2:

Prepare process documentation of ITS Service Management. This includes developing Visio Diagrams and other graphics as well as Responsible Accountable Informed Contributor (RACI) charts, and interviews with Subject Matter Experts to produce complete documentation that describes, step-by-step, the handling of 18 undocumented ITIL processes (Release & Deployment Management, Service Portfolio Management, Demand Management, Capacity Management, Service Validation and Testing, Access Management, Transition Planning and Support, IT Service Continuity, Supplier Management, Knowledge Management, Strategy Management, Financial Management, Availability Management, Service Level Reporting, and Service Improvement) through an interactive development effort with the ITSM Project Team.

2. List of Registered Intent to Submit Proposers

Please note that the following companies files a timely Intent to Submit A Proposal and are eligible to propose on this solicitation.

- 1 Image Process Design (IPD)
- 2 nrastructure
- 3 International Projects Consultancy Services, Inc.
- 4 Vinoleo Solution & Services Corporation
- 5 Greater Brain Government Solutions
- 6 Computer Aid, Inc.
- 7 EMC Corporation
- 8 A1 Technology Inc.
- 9 "BMC Software

- 10 RADgov, Inc.
- 11 VMware, Inc.
- 12 NTT DATA Inc.
- 13 Garnet River
- 14 Dell
- 15 GCOM Software, Inc.
- 16 PricewaterhouseCoopers
- 17 IBM Corporation
- 18 Genesys Consulting Services
- 19 First Data

3. OGS Response to Written Questions

Question #	Page #	Section	Question	Response
1			How many users of Service Now are there?	ITS envisions deploying up to 4,500 licenses of Service Now.
2	26, 27	5.2.2.4; 5.2.2.5 and 5.2.2.15	These tasks appear to be duplicative. Please clarify the deliverable of 5.2.2.15?	Section 5.2.2.4 relates to the Project Management Guidebook. Section 5.2.2.5 specifies supplemental or companion publications deemed necessary to implement statewide formal project management. Section 5.2.2.15 suggests that a full time project manager will be needed to support the quantity and nature of this work.
3	28	5.2.3.4	Does ITS anticipate implementing all 18 ITIL processes?	Yes, for bidding purposes vendors should assume ITS will implement as listed.
4	28, 24	5.2.3.2 and 5.2.1.2	Portfolio Management. Does the portfolio management solution need to be compliant with ITIL framework?	Section 5.2.3.2 is not about portfolio management. The RFP does not request the proposer to deliver a portfolio management solution.
5			Will ITS provide a vehicle for online delivery of training content, or will the Vendor be responsible for this?	Yes, the NYS Learning Management System will be the delivery vehicle for all online training developed in support of this RFP.

Question #	Page #	Section	Question	Response
6			The RFP stipulates training in a variety of areas. Does ITS anticipate leveraging a Learning Management System. If so, will the Vendor be responsible for maintaining some portion of the LMS related to the scope of work?	Yes, the NYS Learning Management System will be the delivery vehicle for all online training developed in support of this RFP.
7	30, 31	5.2.4.3 - 5.2.4.8	Roughly how many data sources exist today for these tasks? Are these data sources known to ITS, or will the vendor be required to conduct a search of data sources?	Five (5) data sources exist and they are known to ITS.
8	31	5.2.4.9	Approximately how many dashboards, reports and drill downs does ITS envision?	15 strategic goal themes defined by 80-100 KPIs comprised of 150-200 underlying measures. A single enterprise dashboard with filter capability is envisioned. It is possible that 3-4 focus area "dashboards" will be developed that relate to the enterprise dashboard.
9	25	5.2.1.7	Per requirement 5.2.1.7, (Utilizing the refined PPM Training Program, conduct the training across Enterprise ITS and across ITS agency Clusters, and collect measures of training effectiveness) is this training expected to be delivered to non-ITS staff? If so how many non-ITS staff are expected to be trained?	Online training will be available to ITS and non-ITS staff. There are fewer than 90 non-ITS project managers assigned to manage projects in the ITS portfolio.

Question #	Page #	Section	Question	Response
10	8	1.3.1.1	Can you be more specific as to the minimum requirements to be met in this section? Must a firm have evidence of a Division or Offering dedicated to PPM and PMO services? Have you established the minimum qualifications necessary to meet this requirement in more detail than is described in the RFP, and if so, can you share them now?	It is not necessary for a firm to have evidence of a division or unit dedicated to portfolio or project management. Offer must be able to demonstrate past experience in the areas described.
11	8	1.3.1.4. a-d	Can you confirm that the requirement in this section calls for the provider to be the sole firm ("the contractor") responsible for the items listed below? Ie: with no other firms responsible for providing any of the items listed in a-e?	Yes, OGS/ITS intends to enter into a contract with a single vendor. That vendor may subcontract with others to complete the required deliverables. The requirements identified in 1.3 Minimum Bidder Qualifications apply to the offeror.
12	24	5.2	Will ITS modify individual deliverable elements, in the event that circumstances change either before or during a specific initiative? How will that impact the price bid by the contractor, if these changes result in scope reductions?	The bid price should be based upon the completion of all requirements detailed in Section 5 - Detailed Scope of Work/Services Required.
13			Are there any incumbent vendors currently performing the scope of work detailed in the RFP?	No.
14	25	5.2.8	For the section 5.2.8, Office 365 Support, are there any expected timelines for the migration to the Office 365 platform?	Migration to 0365 should be complete by the start of work.

Question #	Page #	Section	Question	Response
15	28	5.2.3	How many agencies are currently executing the following processes? In your new organization how many do you expect will be executing the following processes?	ITS services over 40 agency partners. ITS Service delivery will be standardized for all agency partners.
Q16	Process Name	# of agencies CURRENTLY executing the process	# of agencies EXPECTED to be executing the process going forward	
<i>Existing processes (Source: 5.2.3.1)</i>	Event Management	Vendors should assume there is a low level of ITIL maturity across ITS. ITS is one agency and one agency will be executing standard ITIL practice moving forward.		
	Incident Management			
	Problem Management			
	Change Management			
	Service Asset and Configuration Management			
	Request Fulfillment / Service Request Management			
<i>Existing processes (Source: 5.2.3.2)</i>	Release & Deployment Management			
	Service Portfolio Management			
	Demand Management			
	Capacity Management			

	Service Validation & Testing	<p>Vendors should assume there is a low level of ITIL maturity across ITS. ITS is one agency and one agency will be executing standard ITIL practice moving forward.</p>	
Access Management			
Transition Planning & Support			
IT Service Continuity			
Supplier Management			
Knowledge Management			
Strategy Management			
Financial Management			
Availability Management			
Service Level Management			
Information Security Management			
Service Measurement			
Service Reporting			
Service Improvement			

Question #	Page #	Section	Question	Response
17	28	5.2.3	Based on the urgency to improve, what is the priority sequence you would give the documented processes?	ITS envisions implementing all ITIL practices identified in the RFP. The ITIL practices identified in 5.2.3.1 are being handled as the initial group. The sequence and priority of the implementation of the remaining ITIL practices identified in 5.2.3.2 (for which ITS has yet to commence any activities) will be informed by the ITIL expertise provided by the selected vendor. The planning deliverable in 5.2.6.18 will detail the priority and sequence as approved by ITS.
<i>Q17</i>	Process Name	Indicate the priority for process improvement (Please use a scale of 1 – 6 where 1 = Highest Priority, 6 = Lowest priority)		
<i>Existing processes (Source: 5.2.3.1)</i>	Event Management	Bid cost should be based on all listed ITIL practices being implemented. Please see RFP 1853 section 5.2 Table 6.		
	Incident Management			
	Problem Management			
	Change Management			
	Service Asset and Configuration Management			
	Request Fulfillment / Service Request Management			

Question #	Page #	Section	Question	Response
18	28	5.2.3	Based on the urgency to improve, what is the priority sequence you would give the documented processes?	See Question 17 response.
Q18	Process Name	Indicate the priority for process improvement (Please use a scale of 1 – 18 where 1 = Highest Priority, 18 = Lowest priority)		
Existing processes (Source: 5.2.3.2)	Release & Deployment Management	Bid cost should be based on all listed ITIL practices being implemented. 5.2.6.18 deliverable will determine sequence. Please see RFP 1853 section 5.2 Table 6.		
	Service Portfolio Management			
	Demand Management			
	Capacity Management			
	Service Validation & Testing			
	Access Management			
	Transition Planning & Support			
	IT Service Continuity			
	Supplier Management			
	Knowledge Management			
	Strategy Management			
	Financial Management			
	Availability Management			
	Service Level Management			

	Information Security Management			
	Service Measurement			
	Service Reporting			
	Service Improvement			
Question #	Page #	Section	Question	Response
19	28	5.2.3	What boards/committees/forums are currently in place that provide governance over IT processes and services?	The ITS Planning Board provides statewide oversight. Ten (10) Executive Boards provide portfolio governance for ITS Clusters and enterprise organization.
20	28	5.2.3	What are the functional and non-functional requirements for an on-line training program and its materials that are to be delivered through the NY State Learning Management System. (Source: 5.2.3.12)	Vendor should assume a low maturity level with respect to ITIL practices. The online training experience reflected in deliverable 5.2.3.12 includes the vendor's approach to training staff in the roles identified in 5.2.3.8, 5.2.3.9, and 5.2.3.10. A self-contained online training experience with graphical elements, streaming video and interactive Q&A that support achieving the learning objectives is expected.

Question #	Page #	Section	Question	Response
21	28	5.2.3	Section 5.2.3.13 indicates the initial training load for the ITSM Program (100 non-technical request initiators, 25 call support agents, 75 ITS service delivery staff, and 25 managers), do these numbers apply to each process? If no, please indicate the anticipated training numbers for each process.	ITS is not seeking to procure “ITIL Training” by practice area. The experience gap identified in section 5.2.3.11 will inform the development of a training program as described in section 5.2.3.12. For proposal development purposes, vendors should assume the deployment of an ITIL-based service management framework will bring substantially new business practice (a new way of “doing business”) to the staff who intake, monitor and escalate requests, the staff who deliver services, and the staff who supervise and manage these groups.
<i>Q21</i>	Process Name	# expected to be trained if not the number provided in section 5.2.3.13		
<i>Existing processes (Source: 5.2.3.1)</i>	Event Management			
	Incident Management			
	Problem Management			
	Change Management			
	Service Asset and Configuration Management			

	Request Fulfillment / Service Request Management		
<i>Existing processes (Source: 5.2.3.2)</i>	Release & Deployment Management	The numbers provided in section 5.2.3.13 are the numbers of trainees whose training will assist in the completion of the training program. Thereafter, the online training program can be given to any number of attendees without vendor support.	
	Service Portfolio Management		
	Demand Management		
	Capacity Management		
	Service Validation & Testing		
	Access Management		
	Transition Planning & Support		
	IT Service Continuity		
	Supplier Management		
	Knowledge Management		
	Strategy Management		
	Financial Management		
	Availability Management		
	Service Level Management		
	Information Security Management		
Service Measurement			

	Service Reporting			
	Service Improvement			
Question #	Page	Section	Question	Response
22	28	5.2.3.1	A) Would NYS please provide description and/or sample of the standards and/or format templates for process documentation that are to be adhered to in this project?	A) The deliverable is to prepare process documentation. ITS expects the vendor to provide guidance on how best to document process in support of an ITIL implementation.
			B) Is such documentation expected to reflect process descriptions that are independent of any particular tool or organizational entity? Or is it expected that documentation will be produced that reflects tool navigation, screenshots, key stroke directions and other work instructions for completing any given process task?	B) It is not expected that this documentation will be tool specific and will not include screen shots, key stroke directions or similar tool specific guidance.
			C) Will there be one version of this documentation or will there be multiple versions to reflect different agency approaches? If multiple, how many variants?	C) There will be one production version of this documentation.
			D) Will NYS SMEs be available to provide authorship of documentation where appropriate?	D) ITS internal subject matter experts will not be assigned as content creators and will not provide "authorship" of documentation.
			E) Has NYS adopted any additional IT process frameworks, models or standards to supplement ITIL?	E) None that would impact the ITIL related deliverables in this RFP.

Question #	Page	Section	Question	Response
23	28	5.2.3.2	<p>A) Our understanding is that this deliverable includes only Visio flows and RACI charts for the currently implemented approach to perform the 18 processes listed, and not the complete documentation (e.g. step-by-step description) as is described for the processes in 5.2.3.1. Is this a correct understanding?</p>	<p>A) Deliverable in section 5.2.3.1 and Deliverable in section 5.2.3.2 intended to convey the need to deliver complete process documentation for the identified ITIL practices. Some elements of the require process documentation for the ITIL practices identified in section 5.2.3.1 have already been completed by ITS. None of the required process documentation for the ITIL practices identified in section 5.2.3.2 should be considered to have been completed. Please see in Addendum 1 - RFP 1853 Replacement Language, Section 5.2.3 Service Management, Table 3, Service Management Requirements, subsection 5.2.3.2 for clarification of the scope and nature of deliverable ID 5.2.3.2</p>
			<p>B) Will there be only one version of this documentation of the current processes or will there be multiple versions to reflect different agency approaches? If multiple, how many variants?</p>	<p>B) One production version.</p>

Question #	Page	Section	Question	Response
24	28	5.2.3.3	Have the as-is and envisioned services been defined? Would you please provide a list of the as-is and envisioned services that would be reflected in the Service Catalog?	5.2.3.3 Deliverable provides the business analysis necessary to evaluate the as-is Service Catalog and help elicit and document that requirements of the envisioned Service Catalog. For bid price purposes, vendor should assume a low maturity level of Service Catalog development in ITS.
25	28	5.2.3.4	Is it NYS' expectation that the current process Visios and RACI charts from 5.2.3.2 can form the basis against which to evaluate alternative 'best practices' approaches and provide recommendations for a target environment?	5.2.3.2 Deliverable is the preparation of Vision diagrams and RACI charts for the target environment for the 18 ITIL process areas ITS has not yet begun to work on. The best practices evaluation delivered in support of 5.2.3.4 will inform the completion of 5.2.3.2 as well as the development of 5.2.3.5 "Roadmap".
26	29	5.2.3.9	Have the service request workflows been identified by NYS? How many unique types of service request workflows are envisioned to be managed?	As indicated in Deliverable Number 5.2.6.5, bid response should be based on the development of 12 workflow driven solutions in ServiceNow. The "Roadmap" identified as the deliverable in Deliverable Number 5.2.3.5 will identify the Service Request workflows to be implemented.
27	30	5.2.3.14	Describe NYS' expectation of what the 'three major phases of the Service Management Project' are, as referenced in this ID number.	7 ITIL practices deployed and documented in Phase 1. The remaining 19 ITIL practices will be deployed and documented in 2 phases based on the deliverable provided in completion of 5.2.3.5 "Roadmap."

Question #	Page #	Section	Question	Response
28	6, 23	1.1 and 5.1	A) On page 6 of the RFP there are “titles/roles” listed in section 1.1, “including but not limited to”: Project Portfolio Manager, Project Manager, Business Analyst, Technologists, Technical Writer, Specialists, and on page 23 of the RFP, in section 5.1, those same titles/roles, along with additional titles/roles of Engagement Manager, IT Project Portfolio Strategic Planner, ITIL Implementation Specialist, ServiceNow Technologist, Microsoft Office365 Business Intelligence Technologist, Data Warehouse ETI Technologist, Microsoft SharePoint Architect/Technologist, and Specialists I, II and III are added.	A) The page 6 narrative overview is illustrative. The roles detailed in Section 5. Detailed Scope of Work/Service Requirements are requirements ‘during the course of the contract.’ (Section 5.1 p23).

			<p>B) Can OGS/ITS please clarify that this contract will be designed to be limited in scope to a specifically identified set of initiatives that will be known to prospective bidders before proposals are due?</p>	<p>This is a deliverables-based procurement. Vendor’s proposals should include a description of the intended approach and the types of resources required to produce each deliverable. The contract will be limited in scope to the deliverables identified as required to support the ITS Transformation program.</p> <p>As a result of the planning deliverables identified in the RFP, “ITS also recognizes that additional areas of needed work may become evident during the course of the contract (Section 5.1 p23).</p>
			<p>C) Has OGS/ITS independently determined that all of these titles/roles are necessary for the delivery of the work in the deliverables requested?</p>	<p>C) OGS/ITS has independently determined that these roles are necessary for the delivery of the work needed to produce the deliverables requested.</p>
			<p>D) Did any outside firm provide input to OGS/ITS in deciding on the list of job titles? For example, did OGS/ITS engage a consulting firm to help write the RFP, or did OGS/ITS meet with vendors to discuss appropriate titles? If so, can OGS/ITS please name the firms so engaged?</p>	<p>D) No outside firm provided input to OGS/ITS in deciding on the list of job titles, or in writing the RFP.</p>
			<p>E) Can OGS/ITS please advise prospective bidders how this contract will not become a replacement for the HBITS contract, which includes job titles that either duplicate or are flexible enough for the acquisition of the majority of these skill</p>	<p>E) This RFP seeks a business process reengineering partner to help complete the ITS transformation. This RFP is not intended to replace HBITS.</p>

			sets?	
Question #	Page	Section	Question	Response
29	17	5.3	On page 17 of the RFP, in section 3.7, the first sentence of the second paragraph says “Additional Services (see Section 5.3) may be established as project deliverables, or as hourly rate services.”, and further, on page 40 of the RFP, in section 5.3.2 Additional Services, the RFP states “ITS shall determine if the additional work will be performed as project deliverables or as hourly rate services.”	
			A) Will OGS/ITS, through inclusion of such language in the RFP, allow the contract awarded as a result of the RFP, to be used for hourly / time & materials based services? If so, is there anything to prevent this contract from becoming a ‘single vendor’ replacement for all PM/BA/Specialist work presently procured via the HBITS contract?	A) This RFP seeks a business process reengineering partner to help complete the ITS transformation. This RFP is not intended to replace HBITS. See RFP Sections 3.3 and 5. While hourly rates are part of the cost proposal, the contract resulting from this RFP is largely deliverable based. Hourly rates will only come into play if and when additional services become evident.

			B) Would OGS/ITS consider raising the weighting of the value of cost in the evaluation of proposals for this RFP? The current 30% cost weighting appears to create an opportunity for a firm to secure a contract with many of the same or very similar job titles to HBITS, with the ability to do hourly/time & materials work, but with a potentially much higher rate structure.	B) The weighting will remain unchanged.
Question #	Page	Section	Question	Response
30	8	1.3	On page 8 of the RFP, in section 1.3, item 3 in the “Minimum Bidder Qualifications” says “Proposer must have a minimum of three (3) years’ experience, within the past seven (7) years, managing and measuring projects using the New York State Project Management Guidebook as the exclusive project management framework.”	
			A) Does OGS/ITS have a concern that limiting prospective bidders to only those that have used the NYS PM Guidebook might be unnecessarily limiting the number of truly viable bidders to only a few firms?	A) New York State Project Management Guidebook experience is critical to the IT Transformation in New York State.
Question #	Page	Section	Question	Response
31	21	4.2	On page 21 of the RFP, in section 4.2.a, OGS/ITS indicates that 50% of the evaluation of proposals will be based on the “Proposed Personnel”.	

			A) Will the vendors be held accountable to deliver all personnel included in the proposal?	A) Yes. See RFP 1853 sections 2.2.5, 5.3.2 and 5.4
			B) Since it can be assumed that many of the personnel might not be required for many months in to the contract, if ever, how can OGS/ITS actually hold the vendor accountable to deliver the same resources over such an extended timeline?	B) Consultant Replacement is detailed in Section 3.17 Consultant Replacement.
			C) With such heavy weighting on NYS PM Guidebook experience and “Proposed Personnel”, is OGS/ITS concerned that there is high risk that unless OGS/ITS puts a restriction on the candidates proposed / engaged on this contract, vendor proposals are likely to include primarily consultants who are already engaged on Task Orders with NY State under (likely) lower rates via the HBITS contract?	C) New York State Project Management Guidebook experience is critical to the IT Transformation in New York State.
			D) Will HBITS contract vendors be relieved of responsibility for Task Orders terminated early if their consultants engaged on HBITS Task Orders are proposed by other firms on this RFP?	D) OGS/ITS does not control the ability of individuals to seek alternate employment and cannot relieve any HBITS task order obligations that any HBITS contract vendors may have.
			E) Would OGS/ITS please add a requirement that vendors are not allowed to propose individuals who are presently engaged on HBITS Task Orders.	E) See response to question 31(D)
			F) Is OGS/ITS going to allow vendors to propose individuals who they presently have engaged with NY State via a HBITS Task	F) See response to question 31(D)

<i>Question #</i>	<i>Page</i>	<i>Section</i>	<i>Question</i>	<i>Response</i>
32	38	5.3.1	<p>On page 38 of the RFP, in section 5.3.1, the following statement is made: “As described below, the Specialist title will be used for any work effort where the contractor feels that one of the other listed titles is not sufficient.” Then on page 39 of the RFP in the same section, the Specialist titles are all defined as “Any additional resource types bringing specialized skills with between XX – XX months experience...”</p> <p>A) Is this an opening in the RFP and ensuing contract for the contractor firm, based on how they ‘feel’, to be in the position to decide which job title applies to any roles on work under this contract?</p>	<p>A) This is a deliverables-based procurement. Vendor’s proposals should include a description of the intended approach and the types of resources required to produce each deliverable.</p> <p>As a result of the planning deliverables identified in the RFP, “ITS also recognizes that additional areas of needed work may become evident ‘during the course of the contract’ (Section 5.1 p23).</p> <p>Section 5.3.2 Additional Services details the process by which additional areas of needed work will be planned and approved.</p>

			<p>B) Is there any limitation whatsoever on the skillsets that can be engaged under this project under the Specialist titles?</p>	<p>B) This is a deliverables-based procurement. Vendor's proposals should include a description of the intended approach and the types of resources required to produce each deliverable. The contract will be limited in scope to the deliverables identified as required to support the ITS Transformation program. Section 5.3.2 Additional Services details the process by which additional areas of needed work will be planned and approved.</p>
			<p>C) Will the contractor firm be allowed to engage programmers, dba's, testers, and other types of consultants under the Specialist titles?</p>	<p>C) The only hands-on technologists defined in the RFP are in support of the ITS ServiceNow deployment and the deployment of Microsoft Office365/SQL Server 2012 R2 business intelligence. Vendors are encouraged to identify any and all resources necessary to complete these deliverables.</p> <p>Section 5.3.2 Additional Services details the process by which additional areas of needed work will be planned and approved.</p>
			<p>D) If the answer to the above question is yes, how is this contract vehicle not at risk of becoming effectively a replacement of HBITS?</p>	<p>D) This RFP seeks a business process reengineering partner to help complete the ITS transformation. This RFP is not intended to replace HBITS. Also refer to answer to question 29B.</p>

Question #	Page #	Section	Question	Response
33	10	2.2.1	This section requires a statement in the cover letter confirming that the Bidder will comply with all provisions of this RFP. If there are terms and conditions in the RFP that we would like to negotiate with the State, may we confirm that we will comply, subject to an opportunity to negotiate terms and conditions with the State?	All proposals must comply with the requirements of 2.2.1. The State of New York also reserves all rights under 6.13.
Question #	Page	Section	Question	Response
34	15	3.2	Upon determination of the best value proposal, will the selected Offeror have an opportunity to negotiate the terms and conditions of the contract resulting from this RFP?	All proposals must comply with the requirements of 6.11. A sample contract is included in the RFP as Appendix "C" as notice to the proposer of specific contract requirements. The State of New York also reserves all rights under 6.13, and specifically the rights under subdivision 6 of 6.13.
35	15		Will the State clarify the available budget for this project?	No
36	23	5.1	This section indicates that Contractor staff is expected to be on-site no less than four (4) days per week. Can the State provide more details about the facilities, IT support and/or equipment, if any, to be provided by the State? In particular will the State provide access to its IT systems for the contractor to	NYS will provide a cubicle, desktop PC, network account and Office365 account to every contractor deployed onsite for more than 30 days.

			perform the work? Will the State provide computer equipment?	
37	8	1.3.1.3	Will the State clarify its intent with respect to "... exclusive project management framework"?	Proposer must demonstrate managing and measuring projects using the New York State Guidebook as the substantial and primary project management framework.
38	n/a		Must all subcontractors, including MWBE firms, complete and submit the entire "Administrative Proposal" defined in Appendix B?	No. See RFP 1853 section 6.12
Question #	Page	Section	Question	Response
39	36		What is the current state organizational construct for the ITS department? Does a future state organizational construct already exist or does this RFP imply that the vendor will be responsible for assisting ITS in defining one?	The current organizational structure of ITS is detailed in the New York State IT Transformation Website. http://www.ittransformation.ny.gov/ A future state organization construct for ITS does not already exist.

40	36		<p>The NYS ITS website states several milestones have been completed that are also deliverables in the RFP. Can we confirm if these are current or if there is an expectation to revise each?</p> <p>Milestone 1: November 2012 – COMPLETED!</p> <ul style="list-style-type: none"> * Complete design of new ITS organizational structure * Complete definition of services to be provided by ITS Enterprise and Cluster groups * Communicate IT Transformation and ITS organization vision and goals to all New York State staff * Transfer IT staff to new ITS organization <p>Milestone 2: January 2013</p> <ul style="list-style-type: none"> * Define complete service catalog for ITS organization 	All deliverables included in the RFP are required.
41	36		<p>What individual career development programs and continuous improvement programs are currently being used within ITS?</p>	<p>Only ad hoc career development programs were deployed in some legacy IT organizations. No formal continuous improvement organization exists within ITS.</p>
Question #	Page	Section	Question	Response
42	36		<p>We request a copy of the Organizational Health Index (OHI) Initiative report that was completed last year?</p>	<p>As a newly formed organization, Offerors may assume a low level of process maturity and organization health in assessing the likely scope of any deliverables related to organizational health.</p>

43	36		How will the ITS Communications Workgroup support communications needs of the RFP? Specifically, will the vendor be provided participatory or advisory support from this workgroup?	The ITS Communications Workgroup serves as the editorial board for any agency-wide or public communication about the ITS Transformation.
44	36		Is the Service Catalog Document in 5.2.7.7 the same as that referenced in 5.2.3.6 and 5.2.6.7?	No, these are not the same deliverable. 5.2.7.7 Refers specially to a Service Catalog that details the services provided by the ITS Chief Portfolio Office. These are services primarily rendered internally within ITS.
45	36		Who are the intended internal and external stakeholders for the ITS Governance Process deliverable?	Internal and external stakeholders include anyone interested in understanding how IT investment governance is conducted in New York State.
46	52		We wish to clarify the meaning of “subcontractor” as used throughout this RFP. We sometimes contract with individuals or small consulting firms to provide services to us in a staff augmentation role. We might want to use one or more of these non-employee, independent consultants to perform a portion of the proposed Scope of Work. Does the State consider such non-employee, staff augmentation resources to be subcontractors?	Yes, all non-employees hired by the contractor are considered subcontractors and subject to all applicable provisions of the RFP and subsequent contract.

4. Exhibit 1-Proposers Submission Checklist:

Please include the following with your submission

Contents	RFP Section	Proposer's Proposal Section	Proposer's Proposal Page
4 - exact write once data storage Compact Disk (CD-R) copies of the Technical Proposal including Attachments 2 to 5 and Exhibits 1, 2, and 4			§ 2.4

If submitting a proposal, this Addendum #1 for RFP #1853 must contain an original signature, be dated, attached to, and made a part of your proposal.

Company Name _____

Address (include City, State, Zip) _____

Bidders Name (please print) _____

Title _____

Signature _____

Date _____

REQUEST FOR PROPOSAL (RFP) # 1853

**SOLICITED BY THE
NEW YORK STATE OFFICE OF GENERAL SERVICES**

**ON BEHALF OF THE
OFFICE OF INFORMATION TECHNOLOGY SERVICES**

**FOR
INFORMATION TECHNOLOGY GOVERNANCE TRANSFORMATION SUPPORT SERVICES**

BID DUE DATE: April 10, 2014 @ 2:00 PM EST

ISSUE DATE: January 23, 2014

Designated Contact:

Nancy Dougherty
518-474-5981
Nancy.Dougherty@ogs.ny.gov

Alternate Contacts:

Warren Joscelyn
518-474-5981
Warren.Joscelyn@ogs.ny.gov

Diane Robinson
Diane.Roberson@ogs.ny.gov

William Macey
William.Macey@ogs.ny.gov

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NYS Office of General Services

Office of Information Technology Services

Group 73012

RFP # 1853

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1. Introduction

1.1 OVERVIEW

In the fall of 2012, the NYS Office of Information Technology Services (ITS) was created by Governor Andrew M. Cuomo to consolidate IT service delivery to New York State agencies. Historically, information technology systems and applications have been developed primarily in a highly decentralized fashion, with solutions developed and deployed within individual state agencies for specific programs or regions. Over 50 New York State agencies were supported by discrete teams of IT leadership, technologists and support staff working with disparate IT tools and methods delivering varied technical platforms. Each agency would appear to the IT vendor community as an individual customer with solutions sized and priced accordingly.

The vision for ITS is consistent with the recommendations of the Spending and Government Efficiency Commission (SAGE) report. ITS was created to increase the value of every dollar spent on information technology while creating an agency where world-class skills and experience provide technologists with opportunity and professional growth. The realization of the many benefits of centralized information technology service delivery would require activities in financial management, human capital development, and program management in addition to information technology. An ITS Transformation Program was created to manage and coordinate the work needed to realize this vision.

The ITS Transformation created and filled the position of New York State Chief Portfolio Officer, reporting to the New York State Chief Information Officer (CIO). The Chief Portfolio Officer is responsible for creating and sustaining IT Investment Project Portfolio Management, establishing and sustaining IT strategic planning, providing Program and Project Management for large-scale statewide IT initiatives, maintaining and enhancing the New York State Project Management standards and practices, and developing a formal and comprehensive Performance Management program for the agency. The Chief Portfolio Officer directs the work required to execute these core responsibilities, which include:

- Create the framework within which the ITS Transformation Program would coordinate activities.
- Provide program and project management for the ITS Transformation Program.
- Implement statewide IT Investment Project Portfolio Management.
- Provide program and project management for the ITS Strategic Initiatives identified as foundational to the ITS Transformation.
- Implement a statewide IT Strategic Planning initiative.
- Deliver a statewide IT Performance Management Program.
- Provide the organizational change management required to successfully deploy the organizational components required by a large-scale central IT service delivery agency.
- Provide subject matter expertise in program and project management and the maintenance of New York State standards, the New York State Project Management Guidebook, and the New York State Project Management Mentoring Program.

Research shows that nearly 70% of large scale organizational transformation initiatives fail to achieve the stated objectives. Under the ITS Transformation, the Chief Portfolio Office is coordinating the

necessary change management activities that must occur across the organization during each phase of the agency's development in order to ensure a successful transformation. Statewide consolidation of IT service delivery brings an unprecedented opportunity to engage in statewide IT strategic planning, statewide IT investment governance, statewide standardization of policy and practice, and statewide IT performance management. The Chief Portfolio Office will build on internal and external best practices to maximize the potential of this historic transformation.

The New York State Office of General Services (OGS) is soliciting proposals on behalf of the New York State Office of Information Technology Services (ITS). ITS intends to contract with a firm that can provide Information Technology portfolio, project and performance management support services. The firm must also be able to provide and support the organizational change management activities attendant to the successful implementation of these disciplines. The changes underway at ITS extend well beyond the changes that will be brought about by the Portfolio, Project and Performance Management programs. To this end the contracted firm will provide support for a broad spectrum of organizational change management activities that will ensure the successful transformation of IT service delivery and partner with ITS in planning, scoping, directing and executing a wide range of activities in support of this transformation.

The awarded contractor shall provide personnel in various IT governance titles / categories, including but not limited to the following titles/roles:

- Project Portfolio Manager
- Project Manager
- Business Analyst
- Technologists
- Technical Writer
- Specialists

Refer to "Section 5 – Detailed Scope of Work/Service Requirements" for the detailed service requirements to be included under this solicitation.

1.2 DESIGNATED CONTACT

In compliance with the Procurement Lobbying Law, Nancy L. Dougherty, Contract Management Specialist, NYS Office of General Services, Division of Financial Administration has been designated as the PRIMARY contact for this procurement solicitation and may be reached by email or voice for all inquiries regarding this solicitation.

Nancy Dougherty, Contract Management Specialist I
NYS Office of General Services
Financial Administration
Corning Tower, 32nd Floor, ESP
Albany, New York 12242
Voice: 1 518 474 5981
Email: Nancy.Dougherty@ogs.ny.gov

In the event the designated contact is not available, the alternate designated contacts are:

Warren Joscelyn, Contract Management Specialist I
NYS Office of General Services
Financial Administration
Corning Tower, 32nd Floor, ESP
Albany, New York 12242
Voice: 1 518 474 5981
Email: Warren.Joscelyn@ogs.ny.gov

Diane Robinson, Contract Management Specialist II
NYS Office of General Services
Financial Administration
Corning Tower, 32nd Floor, ESP
Albany, New York 12242
Voice: 1-518-474-5981
Email: Diane.Robinson@ogs.ny.gov

William Macey, Contract Management Specialist III
NYS Office of General Services
Financial Administration
Corning Tower, 32nd Floor, ESP
Albany, New York 12242
Voice: 1-518-474-5981
Email: William.Macey@ogs.ny.gov

For inquires related specifically to Minority Women-Owned Business Enterprises (MWBE) provisions of this procurement solicitation, the designated contact is:

Anuola Surgick, Compliance Specialist
NYS Office of General Services
Minority and Women-Owned Business Enterprises
Corning Tower, 29th Floor, ESP
Albany, NY 12242
Voice: 1-518-473-7083
Email: Anuola.Surgick@ogs.ny.gov

1.3 MINIMUM BIDDER QUALIFICATIONS

Proposers are advised that the State's intent is to ensure that only responsive, responsible, qualified and reliable contractors enter into a contract to perform the work as defined in this document.

The State considers the following qualifications to be a pre-requisite in order to be considered as qualified bidder for purposes of the solicitation.

The following minimum requirements **must** be met by each bidder:

1. Proposer must submit evidence of the following:
 1. The proposer must be a firm that specializes in assisting organizations create and sustain project portfolio management and project management services. OGS will not accept a Proposal from a temporary service company that has provided portfolio and project management services as part of a Scope of Work for a project.
 2. Proposer must have a minimum of five (5) years' experience, within the past seven (7) years, as a Project Portfolio or Project Management Company within their current business structure.
 3. Proposer must have a minimum of three (3) years' experience, within the past seven (7) years, managing and measuring projects using the New York State Project Management Guidebook as the exclusive project management framework.
 4. Proposer must have experience including three (3) Government projects (National, State or Local level) wherein the Proposer was the Contractor responsible for:
 - a. Development or delivery of formal project portfolio management or project management training and/or mentoring programs. The work experience of the Proposer must include development of curriculum used in formal training or mentoring forums or,
 - b. Providing broad assistance before, during, and after a transformational business process reengineering project. Activities required to assure the success of an organizational transformation project include, but are not limited to, leadership and management development, communication, organizational change management, training, organizational planning, succession planning, and documented standards and procedures or,
 - c. Serving as transformation partner to the client organization (via executive leadership or steering committee structure) helping the organization identify, scope, plan and sequence the best activities required to successfully complete a transformational business process reengineering effort or,
 - d. Provided detailed assistance in establishing and documenting formal strategic planning processes.

1.4 KEY EVENTS

The Table below outlines the tentative schedule for important action dates.

Action	Date
OGS issues Request for Proposal (RFP) #1853	January 23, 2014
Mandatory Intent to Submit a Proposal Deadline	February 20, 2014 @ 2:00 PM EST
Proposer Questions to OGS Deadline	February 20, 2014 @ 2:00 PM EST
OGS Issues a Response to Written Questions (Estimated)	March 06, 2014
Bid Due Date to OGS	April 10, 2014 @ 2:00 PM EST
Contract Start Date	Upon OSC Approval

1.5 MANDATORY INTENT TO SUBMIT A PROPOSAL

Vendors who wish to submit a proposal must register their Intent to Submit a Proposal by sending written notice to Nancy Dougherty, via e-mail at nancy.dougherty@ogs.ny.gov. Vendors shall include their company name, address, phone, contact name, title, and email address.

Only vendors who have submitted the mandatory Intent to Submit a Proposal will be allowed to submit proposals and receive updates and responses to questions regarding this RFP. Please note, by submitting the Intent to Submit a Proposal, the Contractor is not obligated to submit a proposal.

Deadline for submission of Intent to Submit a Proposal will be as stated in Section 1.4 – Key Events. Vendors assume sole responsibility for timely receipt of the intent notification.

End Introduction Section

2. Proposal Submission

2.1 RFP QUESTIONS AND CLARIFICATIONS

Questions and requests for clarification regarding this RFP shall only be directed to:

Nancy Dougherty
OGS Division of Financial Administration
ESP, Corning Tower, 32nd Floor
Albany, NY 12242
Phone: 1-518-474-5981
Fax: 1-518-473-2844
e-mail: nancy.dougherty@ogs.ny.gov

Questions and requests for clarification are only accepted via e-mail or in writing. Official answers to questions will be provided via addendum.

Deadline for submission of questions will be as stated in Section 1.4 - Key Events.

2.2 PROPOSAL FORMAT AND CONTENT

ITS requires substantial experience and expertise, and Offeror must demonstrate that experience through verifiable references. The experience must be relevant, and must be for services comparable in scale and scope to the ITS environment. ITS understands that there may be a need for a potential Contractor to use one or more Subcontractors to satisfy certain requirements. If subcontracting is required, all provisions contained within Section 6.12 Subcontractors of this RFP must be met. ITS reserves the right to approve all Subcontractors as part of this contract.

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

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

In order for the State to evaluate bids fairly and completely, bidders must follow the format set forth herein and must provide all of the information requested. All items identified in the following list must be addressed as concisely as possible in order for a bid to be considered complete. Failure to conform to the stated requirements may necessitate rejection of the bid.

2.2.1 COVER LETTER

The cover 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 as indicated in Section 1.4 – Key Events. The cover letter must include the full contact information of the person(s) OGS shall contact regarding the bid and must also include the name(s) of principal(s) of the company responsible for this contract, their function, title and number of years of service with company. A Bidder Representative authorized to make contractual obligations must sign the cover letter. The letter must also state whether or not

subcontractors will be used, and the name and address of each proposed subcontractor. The Bidder shall acknowledge that if they are awarded the IT Enterprise Governance Transformation Support Services contract as a Contractor; ITS approval is required on all subcontractors before any contractual agreements are made.

2.2.2 MINIMUM REQUIREMENTS

Bidders must submit one (1) Attachment 2 - Minimum Qualification Verification Form for each unique contact that will be used to qualify each minimum qualification. Attachment 2 will be used to confirm, your firms' ability to meet the minimum qualifications to provide the services requested in this RFP as set forth in Section 1.3 – Minimum Bidder Qualifications. Proposer may submit as many Attachment 2 forms as necessary. Failure to meet the minimum bidder qualifications as per Section 1.3 will result in bidder disqualification.

2.2.3 PROJECT APPROACH

The proposer must submit a project approach that specifies how the proposer will achieve the required deliverables using the titles/roles identified in Section 5 –Detailed Scope Of Work/Service Requirements.

- Methodologies - Provide a detailed outline of plans and approach for providing all services required by the Scope of Work section of this RFP. This detail should include specific information containing the following:
 - Specify the methods, technologies and equipment being utilized by your company that you propose to utilize within this RFP.
 - Your plan of approach to establishing formal strategic planning services described in this RFP.
 - Your plan of approach to establishing a formal project portfolio management process.
 - Your plan of approach to the implementation of a project management mentoring program.
 - Your plan of approach to the development of a highly integrated performance management program.
 - Identify or specify work that will be performed by specialized teams.
 - Step by step approach and timeline for achieving all the tasks associated with the established deliverables described in Section 5.
- Describe your firm's proposed staffing plan(s) using the titles / roles described in Exhibit 3 - Preferred Qualifications of Candidates. The staffing plan will also identify the timeframe the role will be involved, level at which they will participate over that timeframe, and the timeframe that the role will be onsite at ITS (see section 5.1) versus located remotely. (See Exhibit 3 – Preferred Qualifications of Candidates for staffing expectations.)
- Describe your firms proposed use of subcontractors listed within your firm's cover letter.
- Describe any data and support you may require of ITS.

2.2.4 COMPANY EXPERIENCE AND QUALIFICATIONS

Describe your firm's experience as a Project Portfolio and Project Management company. Please include how long your company has been providing this service within your current business structure.

Describe your firm's experience as a company that helps lead and support Organizational Change Management. Please include how long your company has been providing this service within your current business structure.

Proposers must provide two (2) References to support the companies experience (Attachment 3 - Company Reference Check Form).

2.2.5 PROPOSED PERSONNEL EXPERIENCE AND QUALIFICATIONS

Identify and describe, in detail, the professional experience of the Engagement Manager (see section 5.3.1) proposed by your firm to lead the project team.

Identify and describe, in detail, the professional experience of all individual staff being proposed. Include information showing their experience producing specific deliverables similar to those detailed in "Section 5 Detailed Scope of Work."

The Technical Evaluation Team will use a candidate's demonstrated experience producing or supporting the production of specified deliverables in the evaluation of appropriate professional expertise.

Proposers must provide resumes and certifications as well as three (3) References (Attachment 4 - Candidate Reference Check Form) for the individual Engagement Manager and all other proposed staff. Proposers must only submit resumes of individuals who are available and will actually be assigned to the Project if their Proposal is successful. ITS reserves the right to withdraw acceptance of a Proposal or cancel a tentative award if a proposed Engagement Manager becomes unavailable. Please note that all Candidate(s) must available for an English language telephone interview between 8:00am and 6:00pm (EST) to discuss and detail experience, skills and work history.

2.2.6 ADMINISTRATIVE PROPOSAL

Complete and submit all other required forms from Appendix B.

2.2.7 COST PROPOSAL

Complete and submit Attachment 1 – Cost Proposal

2.3 PROPOSAL PREPARATION

All proposals must be completed in ink or machine produced. Proposals submitted handwritten in pencil will be disqualified.

2.4 PACKAGING OF RFP RESPONSE

Please submit:

Cost Proposal

- Four (4) originals of Attachment 1 – Cost Proposal Form clearly marked "Cost Proposal" in a separate sealed envelope from the Technical Proposal.

Please note: No overt statements about costs shall be included in the Technical Proposal.

Technical Proposal

- Four (4) originals of the Technical Proposal including Attachments 2 to 5 and Exhibits 1,2, and 4.
- Four (4) exact copies of the Technical Proposal including Attachments 2 to 5 and Exhibits 1, 2, and 4, in separate binders.
Four (4) exact write once data storage Compact Disk (CD-R) copies of the Technical Proposal including Attachments 2 to 5 and Exhibits 1, 2, and 4. Should there be a discrepancy between the CD-R and the original hard copy, the hard copy takes precedent. Please note: No overt statements about costs shall be included in the Technical Proposal.

Appendix B Administrative Proposal

- Four (4) originals of all required forms from Appendix B Administrative Proposal in a separate sealed envelope.

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

- Bidder's complete name and address
- Solicitation Number – 1853 (this document)
- Bid Due Date and Time (as indicated in Section 1.4 - Key Events)
- Bid for IT Governance Transformation Support Services.

Failure to complete all information on the bid envelope and / or packages may necessitate the premature opening of the bid and may compromise confidentiality.

2.5 INSTRUCTIONS FOR BID SUBMISSION

Note that these instructions supersede the generic instructions posted on the OGS website bid calendar.

Only those Bidders who furnish all required information and meet the mandatory requirements will be considered.

Submit all required proposal documents including signed RFP addenda if any, to the NYS Office of General Services - Division of Financial Administration at the following address:

**OGS Financial Administration, Contract Unit
Empire State Plaza, Corning Tower, 32nd Floor
Albany, NY 12242
Attn: Nancy Dougherty
Bid # 1853**

E-MAIL OR FAX PROPOSAL SUBMISSIONS ARE NOT ACCEPTABLE AND WILL NOT BE CONSIDERED.

The State of New York will not be held liable for any cost incurred by the Bidder for work performed in the preparation and production of a bid or for any work performed prior to the formal execution and approval of a contract.

Proposals must be received in the above office on or before 2:00 PM on the date indicated in Section 1.4 - Key Events. Bidders assume all risks for timely, properly submitted deliveries. The received time of bids will be determined by the clock at the above noted location.

NO CONSIDERATION WILL BE GIVEN TO PROPOSALS RECEIVED AFTER THE STATED DATE AND TIME.

Bidders mailing their bid must allow sufficient mail delivery time to ensure receipt of their bid at the specified location no later than the specified date and time. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the bidding entity shall not excuse late Bid submissions. Similar types of delays, including but not limited to, bad weather or security procedures for parking and building admittance shall not excuse late Bid submissions. Bidders are cautioned that receipt of bids in the OGS Mailroom is NOT sufficient, and that at least historically, one overnight carrier has been known to deliver its packages to the OGS Mailroom. OGS cannot be responsible for the actions of your chosen carrier.

Proposals must remain open and valid for 120 days from the due date, unless the time for awarding the contract is extended by mutual consent of NYS OGS and the Bidder. A bid shall continue to remain an effective offer, firm and irrevocable, subsequent to such 120 day period until either tentative award of the contract(s) by issuing Office is made or withdrawal of the proposal in writing by Bidder. Tentative award of the contract(s) shall consist of written notice to that effect by the issuing Office to the successful Bidder. This RFP remains the property of the State at all times, and all responses to this RFP, once delivered, become the property of the State.

Important Building Access Procedures for Delivered Proposals:

Building Access procedures are in effect at the Corning Tower. Photo identification is required. All visitors must register for building access, for delivering proposals. Vendors are encouraged to pre-register by contacting the OGS Finance Office at 518-474-5981 at least 24 hours prior to the proposal due date. Pre-registered visitors are to report to the visitor desk located at the Concourse level of the Corning Tower. Upon presentation of appropriate photo identification, the visitor will be allowed access to the building.

Upon arrival at the visitor desk, visitors that have not pre-registered will be directed to a designated phone to call the OGS Finance Office. The Finance Office will then enter the visitor's information into the building access system. Access will not be allowed until the system has been updated. Visitors are encouraged to pre-register to ensure timely access to the building. Vendors who intend to deliver bids or conduct business with OGS should allow extra time to comply with these procedures. These procedures may change or be modified at any time.

Visitor parking information can be viewed at the following OGS web site:

<http://ogs.ny.gov/BU/BA/Parking/Visitor/>

End Proposal Submission Section

3. Administrative Information

3.1 ISSUING OFFICE

This RFP is being released by the New York State Office of General Services, Financial Administration on behalf of the Office of Information Technology Services.

3.2 METHOD OF AWARD

This RFP is a single award solicitation which is intended to be awarded on a “best value” basis. A “best value” award is one that optimizes quality, cost, and efficiency. ITS and OGS will evaluate responsive and responsible Offerors’ proposal for all of the requirements specified in this RFP, in accordance with the evaluation criteria set forth in “Section 4 Evaluation and Selection Process.”

OGS will only contract with a single Offeror. If the Offeror’s proposal calls for the performance of work by subcontractors, the Offeror shall be the Contractor and shall retain full responsibility for all aspects of the work performed. ITS reserves the right to approve (or disapprove) any or all subcontractors and the work performed by them as part of its contract with the Offeror, as set forth in “Section 6.12 Subcontractors.”

Upon determination of the best value proposal, a contract, between ITS and the selected Offeror, will be delivered for signature and shall be returned to the issuing office for all necessary State approvals. Upon final approval, a completely executed contract will be delivered to the selected Offeror.

The Grand Total cost amount of the Selected Proposer’s cost proposal, shall be used to establish the contract value. The established contract value shall not be exceeded.

3.3 PRICE

The Offeror’s Cost Proposal instructions and forms (Attachment 1) require that the Offeror state a proposed price that must represent its fee for the ITS Transformation Support initiative.

The cost proposal form includes two sections: Section One for the known/established deliverables; and Section Two for rates that will be used in the development of work plans for deliverables that may be requested during the course of the project. Incomplete cost proposals, or cost proposals containing modifications/qualifiers/ranges/exceptions will be rejected.

- In the first section, price shall be represented as the Offeror’s fixed price for each of the established deliverables and services described in “Section 5.2 Established Deliverables.”
- In the second section, price shall be represented as the Offeror’s proposed hourly rates for the 14 labor categories/titles/roles defined in “Section 5.3 Contractor Key Personnel.” An estimated number of annual hours will be used on the Cost Proposal Form for evaluation purposes. Hourly rates will be fixed for the first year and may be adjusted according to Section 3.5 Price Adjustment thereafter. Bidders must provide an hourly rate for each title/work category listed on the Bid Proposal Form. These titles/categories will be the only titles/categories that will be used throughout the term of the contract.

- Prices submitted shall be inclusive of all labor, licenses, insurance, travel*, administrative, overhead and profit.

* ITS staff are primarily located in and around Albany, New York (the Capital District) and the expectation is that onsite work will be completed within ITS offices in the Capital District. Time spent working at ITS main office in Albany will not be considered travel eligible and will not be reimbursed. If it is determined that travel is required outside the Capital District in support of specific deliverables it must be pre-approved by ITS in writing. Pre-approved travel, meals or lodging expenses shall be reimbursed in accordance with the not-to-exceed rates authorized by the NYS Office of the State Comptroller (OSC).

Please refer to the provided link to the OSC web site regarding approved NYS travel rates.
<http://www.osc.state.ny.us/agencies/travel/manual.pdf>

Please refer to "Section 5.5 Travel" for additional details regarding travel expectations applicability.

The State of New York will not be held liable for any cost incurred by bidders for work performed in the preparation and production of a bid or for any work performed prior to the formal execution and approval of a contract.

3.4 TERM OF CONTRACT

This contract will commence upon OSC approval and will be in effect for three (3) years with the option of an additional one (1) year extension.

It is anticipated that the majority of the work performed under this contract will be completed within the first 24 months.

The State of New York retains the right to cancel this contract for convenience, provided that the Contractor is given at least thirty (30) days written notice of ITS' intent to cancel. Any cancellation by ITS under this section shall in no event constitute or be deemed a breach of any contract resulting from this RFP and no liability shall be incurred by or arise against ITS, its agents and employees therefore for lost profits or any other damages resulting there from. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. See Section 6.16 – Termination.

3.5 PRICE ADJUSTMENT (ESCALATION / DE-ESCALATION)

Section one prices submitted on the Cost Proposal form shall be firm. Section two prices submitted shall be eligible for annual price adjustments as follows:

The Contractor is to submit a bid for the contractor key personnel that will be fixed for one (1) year only. On each anniversary date of the contract, the Contractor will be granted an increase or decrease in their bid (each hourly rate), dependent upon fluctuations in the Consumer Price Index for All Items, Northeast Region, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. Visit their website at www.bls.gov/ro2/home.htm. The adjustment will apply to each hourly rate for each title.

The 'base' month for determining adjustments will be the third month prior to the start date of the contract. The base month is fixed and will not be adjusted year to year. The adjustments will be based on the difference in the base month CPI for each applicable year and will become effective in the anniversary month. For example, if the contract is awarded in September 2006, the 'base' month will be June. If the contract allows for an adjustment after the first year, it would be based on the difference between the June 2006 CPI and the June 2007 CPI and become effective in September 2007. The consumer price index is published around the middle of each month for the prior month (i.e. the January figure is not published until mid-February). The Contractor has the sole responsibility to request, in letter form, an adjusted rate and shall provide a copy of the index and other supporting documentation necessary to support the increase or decrease with the request. This request and documentation must be received at the below address within three months of the base month. To ensure timely delivery, certified mail is recommended. As long as the request is submitted and received within the required time frame, the adjustment will be processed using the base month Consumer Price Index. Once approved, the contractor will be notified in writing. **Request and documentation must be sent to the OGS Purchasing Unit, Corning Tower, 32nd Floor, Empire State Plaza, and Albany, New York 12242.**

Should a contractor fail to submit the request and supporting documentation to the proper location within three months of the applicable base month date, contractor shall be deemed to have waived its right to any increase in price, but the State shall not be barred from making the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

3.6 ACCEPTANCE OF DELIVERABLES

Each deliverable must be reviewed and accepted in writing by ITS. A signed letter from an authorized ITS representative(s) will serve as the sole methodology utilized in acceptance. No other form(s) of acceptance or approval shall be deemed proof of a deliverable. What is proposed shall be exactly the same as what is delivered unless ITS pre-approves a substitution or modification. A timeframe for deliverables will be agreed upon at/or subsequent to the on-site (to be scheduled) project kick-off meeting. The face to face Project Kickoff Meeting shall be held within 15 business days of notice of award unless expressly extended in writing by the ITS.

3.7 METHOD OF PAYMENT

For established project deliverables, progress payments may be made at the discretion of ITS. In such case, the contractor may submit invoices for agreed upon percentages based on completion percentage of the deliverable – up to eighty percent (80%) of the deliverable price. The final twenty percent (20%) shall not be billable until final acceptance as described in Section 3.6 herein.

Additional Services (see Section 5.3) may be established as project deliverables, or as hourly rate services. If established as a project deliverable, the process above shall be used. If established as hourly rate services, invoices for payment shall be submitted at the end of each month for services satisfactorily completed during that month.

Invoices will be processed in accordance with established procedures of the Office of General Services and the Office of the State Comptroller (OSC) and payments will be subject to the prompt payment provisions of Article XI-A of the New York State Finance Law.

Each Company invoice **must** be itemized and include the following information: Contract ID number (i.e.: C00XXXX); Company FEIN; Vendor ID number; a unique invoice number; Date(s) of Service(s); Location where services were performed; actual number of hours worked for each title / category and/or

the specific deliverable(s) worked on; and a detailed description of services performed. The Contractor shall separately itemize pre- authorized travel, meals and lodging expenses. (Also see Reporting Requirements in Section 5.7).

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

All Invoices are to be submitted for payment to:

The Claims Unit
Office of General Services
Division of Financial Administration -or- claimsunit@ogs.ny.gov
Empire State Plaza Station
P. O. Box 2117
Albany, New York 12220-0117

3.8 ELECTRONIC PAYMENTS

Contractor shall provide complete and accurate billing invoices in order to receive payment. Billing invoices submitted must contain all information and supporting documentation required by the contract, the agency, and the State Comptroller. Payment for invoices submitted by the contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm , by e-mail at epunit@osc.state.ny.us , or by phone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Please note that in conjunction with New York State's implementation of a new Statewide Financial System (SFS), the Office of the State Comptroller requires all vendors doing business with New York State agencies to complete a substitute W-9 form. Vendors registering for electronic payment can complete the W-9 form when they register. Vendors already registered for electronic payment are requested to go to the above website and complete the Substitute W-9 form and submit following the instructions provided.

If your company is not currently registered with the New York State Vendor File administered by the Office of the State Comptroller (OSC), please visit: (http://www.osc.state.ny.us/vendor_management/) for instructions on how to register. This site provides documents and links that will assist vendors in doing business with the State of New York through the Statewide Financial System (SFS).

3.9 PAST PRACTICE

The failure to exercise any right hereunder in the past shall not operate as a waiver of such right. No breach of this Agreement shall be deemed waived unless such waiver shall be in writing and signed by the party claimed to have waived. No waiver of any breach of the Agreement at any time in the past shall constitute a waiver of subsequent breach.

3.10 PROPOSAL EXCEPTIONS

The Issuing Office will consider all requests to waive any bid requirement. However, Bidders should be aware that failure to obtain a waiver of any bid requirement in advance of bid submission could result in rejection of Bidder's bid and disqualification from the bidding process. Bidders wishing to obtain an exemption or waiver for any part of this solicitation must contact the Issuing Office in writing by the 'Questions Due Date' as identified in Section 1.4 – Key Events. The request must cite the specific section and requirement in question, and clearly identify any proposed alternative. Requests will be considered and responded to in writing, either via addendum (if the response results in a change to the RFP), or directly to the requesting vendor.

3.11 DISPUTE RESOLUTION

It is the policy of the Office of General Services' Financial Administration to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to bid solicitations or contract awards. OGS Financial Administration encourages vendors to seek resolution of disputes through consultation with OGS Financial Administration staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of the OGS Financial Administration Dispute Resolution Procedures for Vendors may be obtained by contacting the designated contact person identified on the front of the solicitation document.

3.12 EXAMINATION OF CONTRACT DOCUMENTS

- Each Bidder is under an affirmative duty to inform itself by personal examination of the specifications of the proposed work and by such other means as it may select, of the character, quality and extent of the work to be performed and the conditions under which the contract is to be executed.
- Each Bidder shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the contract will be accepted by the state as an excuse for any failure or omission on the part of the Bidder to fulfill every detail of all the requirements of the documents governing the work. The Bidder, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed itself prior to bidding.
- Any addendum issued prior to the bid due date must be acknowledged by signature, dated and be submitted on or before the bid due date. In awarding a contract any written addenda will become a part thereof.
- Any verbal information obtained from, or statements made by, representatives of the Commissioner of General Services shall not be construed as in any way amending contract documents. Only such corrections or addenda as are issued, in writing, shall become a part of the contract.

3.13 CONTRACTOR RESPONSIBILITIES

The State will contract only with the successful Bidder who is the Contractor. The Issuing Office considers the Contractor, the sole Contractor with regard to all provisions of the RFP, and the contract resulting from the RFP.

No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this RFP or the resultant contract. The Contractor accepts full responsibility for the actions of any employee or subcontractor who carry out any of the provisions of any contract resulting from this RFP.

3.14 INSPECTION OF BOOKS

It is expressly understood and agreed that the Office of General Services, the New York State Comptroller and the NYS ITS shall have the right to inspect and audit the Contractor's records covered under this Agreement, in accordance with his statutory responsibility to examine the books and accounts of every Agency. The New York State Comptroller and ITS require, and the Contractor agrees to, the retention of all material that is pertinent to an audit of the operations under any contract resulting from this RFP for a full six-year period.

3.15 GLOSSARY OF TERMS

"Issuing Office" shall mean the Office of General Services Division of Financial Administration.

"Contractor" shall mean a successful company(s) awarded a contract pursuant to this RFP.

"Request for Proposal" or "RFP" shall mean this document.

The "State" shall mean The People of the State of New York, which shall also mean the New York State Office of General Services and the Office of Information Technology Services.

"Commissioner" shall mean the Commissioner of General Services or the NYS Chief Information Officer or duly authorized representative.

"Offeror", "Proposer" or "Bidder" shall mean any person, partnership, firm, corporation or other authorized entity submitting a bid to the State pursuant to this RFP.

"Consultant", any staff provided by the contractor or subcontractors performing work under any contract resulting from this RFP.

3.16 RULES OF CONSTRUCTION

Words of the masculine and feminine genders shall be deemed and construed to include the neuter gender. Unless the context otherwise indicates, the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons. The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms, as used in this RFP, refer to this RFP.

3.17 CONSULTANT REPLACEMENT

Contractor shall maintain the availability of the selected Consultant throughout the term of this Contract and any extensions. Contractor shall obtain ITS approval prior to making any changes in staff assigned to this Project. Proposed replacement staff(s) shall have equal or more advanced skills and experience and shall be provided by the Contractor at the same or lower hourly rates. *ITS may, in its sole discretion, remove the staff from the position for any reason and Contractor shall replace the staff within 15 business days.* In the event the staff is replaced, the Contractor shall, at its own expense, provide an orientation to the Project for the replacement Consultant.

3.18 CONSULTANT REPLACEMENT BETWEEN TENTATIVE AWARD AND CONTRACT APPROVAL OR COMMENCEMENT OF WORK:

If for any reason a Contractor provides notice to ITS that the Contractor will be unable to provide proposed staff after a tentative award has been made, but prior to approval of the Contract or prior to the scheduled commencement of work by the Consultant, then ITS may choose to withdraw the award or terminate the Contract and make a subsequent award to the Contractor with the next highest ranking Consultant. The selected contractor shall be required to provide such notice if such a situation arises. (Also see "inspection" in Section 6.10)

End Administration Section

4. Evaluation and Selection Process

4.1 PROPOSAL EVALUATION

Proposals will be evaluated and scored for best value based upon the criteria set forth in this Section. A committee of employees from OGS and ITS will evaluate the proposals to determine the best value to the state.

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

4.2 PROPOSAL SCORING

a. PROPOSER EXPERIENCE AND QUALIFICATIONS (55%)

Each Proposal will be evaluated as to the quality of its relevant experience and qualifications (including that of its proposed personnel) and length of service in both the industry and with the Proposer, demonstrating its ability to perform the required services.

- A1 Proposer (Company) (5%)
- A2 Proposed Personnel (50%) (see Exhibit 3 Preferred Qualifications of Candidates)

b. PROJECT APPROACH (10%)

Each Proposal will be evaluated as to the completeness of and the extent to which the operational information meets the goals and requirements of the Solicitation.

c. QUALITY AND COMPLETENESS OF PROPOSAL (5%)

Each Proposal will be evaluated as to the extent to which the proposal satisfies and addresses each requirement of the Solicitation. Consideration will also be given to the overall organization of, and ease of navigation of the submitted proposal.

d. CONTRACT FEE (30%)

The cost to the State will be evaluated in relation to all cost proposals submitted by responsive Proposers.

4.3 EVALUATION PROCESS

4.3.1 SUBMISSION REVIEW

A committee of OGS and ITS employees will evaluate each proposal and initially determine whether a proposal is responsive to the requirements of the Solicitation. Proposals that are nonresponsive, in the sole opinion of OGS and ITS, may be rejected. All bids passing the submission review requirements for responsiveness will be evaluated.

4.3.2 TECHNICAL EVALUATION (70%)

The technical evaluation committee will subsequently evaluate and score each responsive proposal for items a–c listed above. ITS intends to contact company references and reference check information will be considered in the technical evaluation. It is the responsibility of the Proposer to ensure availability of the provided references. The inability to contact a given reference will be reflected in the technical scoring and/or may result in rejection of the proposal.

The evaluation team will grade each proposal criteria (a, b, and c) using a 0 – 10 scale. That grade will be applied to the category weight to determine the category points. Example: a perfect grade of 10 in each category (a, b, and c) would receive 700 points (70%).

4.3.3 COST PROPOSAL EVALUATION (30%)

OGS Division of Financial Administration will evaluate all cost proposals from responsive Proposers. The cost proposal with the lowest total fee will be awarded the maximum possible points, (refer to item d listed above). Each subsequent proposal will receive a proportionate number of points using the following formula: low bid / bid being evaluated X category weight.

4.3.4 PRELIMINARY SCORE AND DOWN SELECTION

Each of the cost proposal scores (item d) will be added to the score from the technical evaluation committee for items a-c to develop the total preliminary scores. The firms with the three highest total preliminary scores, and any additional firms within or equal to 50 points of the highest preliminary score, will be the finalists.

4.3.5 REFERENCE CHECKS AND INTERVIEWS

The evaluation committee will check references of proposed personnel of the finalist proposers. Additionally, finalist proposers will provide proposed personnel for telephone interviews. Dates and times will be scheduled by the evaluation team. The purpose is to provide an overview of the proposed candidates' capabilities and experience. It is a mandatory requirement that each proposed candidate be available to ITS during its regular hours of operation to participate in a telephone interview. The inability to contact a proposed candidate will be reflected in the technical scoring and/or may result in rejection of the proposal.

4.3.6 RECALCULATION

Cost proposals (item d) will be recalculated using only the cost proposals from the finalist firms, and the formula described in section 4.3.3

Following the individual staff references and interviews, the evaluation team may adjust their technical scores for item A2.

4.3.7 FINAL COMPOSITE SCORE

The recalculated scores for items A2 and d will be combined with the previous scores (A1,b, and c) to develop the final score (100%) and the bidder having the highest score will be ranked number one; the bidder with the second highest total score will be ranked number two and so on.

4.4 NOTIFICATION OF AWARD

After the evaluation, all Proposers will be notified of the name of the Selected Proposer. The Selected Proposer will be notified that their submitted proposal has been selected and that a contract will be forthcoming for execution. The original proposal, and any additions or deletions to the proposal become part of the contract.

Public announcements or news releases pertaining to any contract resulting from this Solicitation shall not be made without prior approval from the Issuing Office.

End Evaluation and Selection Section

5. Detailed Scope of Work/Service Requirements

5.1 SCOPE OF CONTRACT

The purpose of any contract resulting from this Request for Proposal is to provide ITS with the expertise required to fully “stand up” a 4,000 employee consolidated IT service delivery organization. The awarded contractor shall provide organizational change management, portfolio management, project management and performance management expertise in various titles including:

- Engagement Manager
- Project Manager
- Project Portfolio Manager
- IT Project Portfolio Strategic Planner
- ITIL Implementation Specialist
- ServiceNow Technologist
- Business Analyst
- Microsoft Office365 Business Intelligence Technologist
- Data Warehouse ETL Technologist
- Microsoft SharePoint Architect/Technologist
- Technical Writer
- Specialists I, II, & III

ITS has identified eight (8) known areas of work that are laid out as deliverables, including specific tasks, in Section 5.2 below (5.2.1 thru 5.2.8). ITS also recognizes that additional areas of needed work may become evident during the course of the contract. In those cases, the contractor will be required to develop a proposed plan for accomplishing the work using ONLY the titles /categories listed in Section 5.3 below, and associated rates. The proposed plan is subject to revision and ultimate approval by ITS. These approved work plans will become additional deliverables under the contract. (Also see section 3.3, 3.6, and 3.7 herein).

The Contractor shall be experienced and knowledgeable in establishing formal strategic planning programs, and the broad spectrum of activities needed to successfully bring about organizational transformation in an IT service delivery agency including formal portfolio management and performance management.

The specific contents of each deliverable that will be produced under this contract will be determined jointly by ITS and the Contractor, typically but not always, during the planning phase of each major phase of the program.

The Contractor must provide necessary staff to conduct the phases of the project defined in the RFP, to perform all of the required tasks, and produce all required deliverables. The contractor staff is expected to be on-site no less than four (4) days per week.

5.2 ESTABLISHED DELIVERABLES

Each of the following subsections provides a narrative on the deliverable, followed by a table defining the specific requirements to be fulfilled by the Contractor. In each table, the first column denotes the unique requirement identifier (which should not be modified in any response), and the second column state the requirement to be met by the Contractor.

All deliverables listed in this section must be addressed but ITS reserves the right to cancel completion of any individual deliverable. Whether or not the project ultimately delivers any or every deliverable listed is entirely at the discretion of ITS.

5.2.1 PROJECT PORTFOLIO MANAGEMENT

IT Project Portfolio Management (PPM) is a tool-supported process that enables the gathering, reporting and analysis of data about information technology investments being delivered by project teams across an organization. PPM enables organization’s leadership to conduct periodic, data informed evaluations of in-flight projects and new proposals. Project priority, objectives, cost, cost/benefit, resources required and risk are some characteristics necessary to fully inform project selection and on-going governance. ITS has deployed ServiceNow as its web based (SaaS) support Project Portfolio Management (and ITIL-based Service Management).

Table 1, Project Portfolio Management Requirements

ID Number	Requirement Description
5.2.1.1	Conduct and deliver an evaluation of existing project portfolio management process including the current data gathering and portfolio reporting capabilities and document specific recommendations for a refined statewide IT Project Portfolio reporting and management framework to be deployed across the entire ITS organization. This “as is” evaluation must include the mandatory project data points for high value initiatives and optional project data points for non-critical projects, available analytics and reporting, the project data reporting cycles and the portfolio content review process.
5.2.1.2	Conduct and deliver an industry “best practices” evaluation of IT project portfolio management process including data requirements, common resource pools, roles and responsibilities, training, reporting and analytics and other aspects of the IT portfolio management process considered critical to achieving effective portfolio governance. This evaluation must include a detailed description of the recommended target environment for all aspects of portfolio management.
5.2.1.3	Prepare a fit/gap assessment of the organization’s current project portfolio management process against the recommended target environment. This assessment must include specific recommendations for making changes to the existing portfolio management system, roles and responsibilities, reports, the underlying business processes, data and the requisite training.
5.2.1.4	Utilizing the prepared deliverables including but not limited to the as-is evaluation, the best practices study, and the fit/gap analysis and data mapping, prepare a “Roadmap” to PPM.” The “Roadmap” will reflect the accepted recommendations and present the suggested implementation sequence. The “Roadmap” must detail specific deliverables for each phase, demonstrate the interim value and portfolio management capability delivered in each phase, and detail how the incremental approach will

	ultimately produce a complete solution.
5.2.1.5	Utilizing the approved “Roadmap,” prepare a training program to support the implementation of the Project Portfolio Management target environment. The program must address each of the major roles of the portfolio management process including but not limited to governance evaluators, consumers of portfolio data, contributors of portfolio data and administrators of the process and system. The training program must include a specific method of measuring program effectiveness as well as gathering input from attendees.
5.2.1.6	Utilizing the approved training program, conduct pilot group training in Project Portfolio Management drawing participation broadly from within Enterprise ITS and across ITS agency Clusters. The pilot must include an evaluation of the results, and an incorporation of feedback into a refined PPM Training Program.
5.2.1.7	Utilizing the refined PPM Training Program, conduct the training across Enterprise ITS and across ITS agency Clusters, and collect measures of training effectiveness.
5.2.1.8	Design and propose a communication plan to inform New York State Agency leadership and management about the emerging Project Portfolio Management process. This plan must include the design and delivery of the communication vehicles necessary to elicit agency expectations of the formal Project Portfolio Management process early in the process, announcements and solicitations about the training program, and delivering frequent on-going communication throughout the development and deployment of PPM including but not limited to, updates for ITS executive leadership, ITS management and staff.
5.2.1.9	Conduct an evaluation of the “as is” Portfolio Reporting components and the “Roadmap” to Portfolio Management and produce a “fit/gap” analysis of the Portfolio reporting capabilities.
5.2.1.10	Based on the “Fit/Gap” analysis of the portfolio reporting capabilities, assess the reporting capabilities within ServiceNow. Prepare formal recommendations for how to design, deliver and sustain comprehensive Portfolio Reporting.
5.2.1.11	Provide full-time hands-on project management to bring about a statewide deployment of Project Portfolio Management that includes all of the requisite project management deliverables including but not limited to the Business Case/Project Proposal, Project Charter, Scope Statement, Work Breakdown Structure, Schedule With Resources and Task Dependencies, Communication Plan, Risk Management Plan, Close Out Report.
5.2.1.12	At the outset of the Project Portfolio Management Phase, engage in a planning exercise with ITS and prepare a detailed description of each selected deliverable as well as a detailed description of the selected approach to be used to produce the deliverable.

5.2.2 PROJECT MANAGEMENT STANDARDS DEVELOPMENT

The New York State Project Management Guidebook was developed to document a common methodology for managing projects in New York State government organizations. The Guidebook has received worldwide acclaim and has over 600 registered users in 45 countries. The last major release (“Release 2”) was published in 2003. Since that time, formal project management has evolved and the Project Management Institute has released an updated Project Management Body of Knowledge. One of the compelling objectives of the ITS Transformation is the realization of the significant and industry-proven advantages of formal project management. Updating the NYS Project Management Guidebook and other supporting activities are required to advance the utilization of formal project management in IT initiatives throughout ITS.

Table 2, Project Management Requirements

ID Number	Requirement Description
5.2.2.1	Review Project Management artifacts used in recent successful New York State government projects to identify internal “best practices” in project management. Review Project Management artifacts, journal publications and professional research to identify external “best practices” in project management. Prepare a Gap Analysis to identify the scope of required changes to the New York State Project Management Guidebook Release 2.
5.2.2.2	Elicit contribution and participation from across ITS for the writing, vetting and editing of the components of “Release 3” of the Project Management Guidebook. Design and propose an editorial process for the writing, vetting and editing of component submissions for “Release 3.”
5.2.2.3	Evaluate and recommend publication formats and media for “Release 3” of the Project Management Guidebook.
5.2.2.4	Review and revise the New York State Project Management Guidebook Release 2, to produce Release 3 compiling the efforts of contributors and editors across ITS. The contractor will be responsible for styling the submissions and preparing the “Release 3” in a single narrative voice. “Release 3” will reflect current best practices for project management including revisions to existing Release 2 templates and the development of new templates as needed. Provide the necessary desktop publishing and publication delivery expertise to deliver publication quality material for consumption in a variety of media including paper, online, and computer tablet.
5.2.2.5	Evaluate and recommend companion publications that support delivering the key components of the Project Management Guidebook appropriate for project manager and non-project manager audiences. An update to the NYS Office for Technology “Management’s Guide to Project Success” will be required.
5.2.2.6	Based upon the approved “Release 3” of the Project Management Guidebook, prepare a companion text on Project Performance Management. Drawing from Earned Value Management and other formal methods of measuring project performance and progress, this companion product should detail, specific to ITS, the various recommended project data, progress review cycles, project reporting and other tools and artifacts required by

	the Execution and Control phase of the project including detailing the integration of progress reporting with the ITS Portfolio Management Process.
5.2.2.7	Review the Project Management Mentoring Program (PMMP) materials and prepare a Gap Analysis that compares the “as is” PMMP with the newly developed statewide standards for Portfolio Management and “Release 3” of the Project Management Guidebook.
5.2.2.8	Review and revise the New York State Project Management Mentoring Program to be consistent with newly developed statewide standards for portfolio management and “Release 3” of the Project Management Guidebook. In addition to student and trainer materials, the program deliverable must identify the required technologies, resources, participant prerequisites and cost estimates for delivering the mentoring program.
5.2.2.9	Prepare communication and marketing materials in support of re-introducing the PMMP throughout ITS and NYS agencies.
5.2.2.10	Conduct a complete but compressed walk through of the program materials for ITS leadership (anticipated audience of 6-12). Gather input from this audience and modify program accordingly.
5.2.2.11	Deliver the initial PMMP for up to 15 participant project managers, and provide the mentoring of New York State staff who will co-deliver the PMMP. The facilitator of the PMMP must have significant subject matter expertise and hands-on practitioner experience as a project manager, facilitator, and mentor.
5.2.2.12	Gather input from initial 15 PMMP participants, document the lessons learned from the initial delivery of the program and modify the program structure, sequence, schedule or content where appropriate, based on this input.
5.2.2.13	Provide a facilitator to co-lead the second PMMP program with New York State Staff taking the lead on facilitating the program.
5.2.2.14	Design and prepare a formal proposal for additional project management training options to co-exist with the formal mentoring program. The proposal must include identifying the required technologies, materials, communication and cost estimates for developing and delivering the recommended program(s).
5.2.2.15	Provide a full-time hands-on Project Manager to complete the necessary work to update the Project Management Guidebook and companion products utilizing an editorial board of ITS staff from across the state as well as the formal Mentoring program. Project management activities will include all of the requisite project management deliverables including but limited to the Business Case/Project Proposal, Project Charter, Scope Statement, Work Breakdown Structure, Schedule With Resources and Task Dependencies, Communication Plan, Risk Management Plan, Close Out Report).
5.2.2.16	At the outset of the Project Management Guidebook Phase, engage in a planning exercise with ITS and prepare a detailed description of each selected deliverable as well as a detailed description of the selected approach to be used to produce the deliverable.

5.2.2.17	At the outset of the Project Management Mentoring Program Phase, engage in a planning exercise with ITS and prepare a detailed description of each selected deliverable as well as a detailed description of the selected approach to be used to produce the deliverable.
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5.2.3 SERVICE MANAGEMENT

The area of service management that utilizes an ITIL based “IT Service Management” framework to respond, measure and communicate about core IT service delivery. Based upon an online interactive Service Catalog, and the requisite Service Catalog Management, this framework includes the deployment of customer touch points, internal work flow, communication, escalation plan and operational metrics required to deliver Event Management, Incident Management, Problem Management, Change Management, Asset Management, and Service Request Management. ITS has deployed Service Now, a leading SaaS solution for Service Management. ITS has deployed Service Now for Service Management and Portfolio Management.

Table 3, Service Management Requirements

ID Number	Requirement Description
5.2.3.1	Prepare process documentation of ITS Service Management. This includes reviewing the existing Visio diagrams and other graphics as well as Responsible Accountable Informed Contributor (RACI) charts, and interviews with Subject Matter Experts to produce complete documentation that describes, step-by-step, the handling of Event Management, Incident Management, Problem Management, Change Management, Service Asset and Configuration Management, and Request Fulfillment/Service Request Management as envisioned by the ITSM Project Team. Many of these requirements will have been outlined by the ITS transformation teams responsible for ITSM and team members will be available to provide internal Subject Matter Expertise. The target audience for this documentation are technical professionals
5.2.3.2	Prepare Visio diagrams and RACI charts for 18 undocumented ITIL processes (Release & Deployment Management, Service Portfolio Management, Demand Management, Capacity Management, Service Validation and Testing, Access Management, Transition Planning and Support, IT Service Continuity, Supplier Management, Knowledge Management, Strategy Management, Financial Management, Availability Management, Service Level Management, Information Security Management, Service Measurement, Service Reporting, and Service Improvement) through an interactive development effort with the ITSM Project team.
5.2.3.3	Elicit requirements and prepare a gap analysis of the content and functionality required but not yet deployed in Service Now to support the as-is and the envisioned Service Catalog.
5.2.3.4	Conduct and deliver an industry “best practices” evaluation of the 18 ITIL processes not yet covered by the ITSM Project Team (see 5.2.3.2) including the data requirements, process flows, roles and responsibilities, training, reporting and analytics and other aspects of the Service Management process considered critical to achieving service

	excellence. This evaluation must include a detailed description of the recommended target environment for all aspects of service management.
5.2.3.5	Utilizing the prepared deliverables including but not limited to the process documentation, the best practices study, and the requirements documents, prepare a "Roadmap" to Service Management. The "Roadmap" will reflect the accepted recommendations and present the suggested implementation sequence, resource requirements and high level schedule. The "Roadmap" must detail specific deliverables for each phase, demonstrate the interim value and service management capability delivered in each phase, and detail how the incremental approach will ultimately produce a complete solution.
5.2.3.6	Utilizing the "Roadmap" to Service Management, provide the hands-on ITIL technical support to assist ITS with the implementation of the full range of ITIL services including a complete Service Catalog.
5.2.3.7	<p>Prepare bi-weekly project communication updates and keep all ITS process documentation of ITS Service Management current. This includes reviewing the existing Visio diagrams and other graphics as well as RACI charts, through interviews with Subject Matter Experts, to produce complete documentation that describes, step-by-step, the handling of Event Management, Incident Management, Problem Management, Change Management, Service Asset and Configuration Management, and Request Fulfillment/Service Request Management as envisioned by the ITSM Project Team.</p> <p>Prepare bi-weekly project communication updates and keep all ITS process documentation of ITS Service Management current. This includes reviewing the existing Visio diagrams and other graphics as well as RACI charts, through interviews with Subject Matter Experts, to produce complete documentation that describes, step-by-step, the handling of the 18 ITIL process areas listed in 5.2.3.2 as envisioned by the ITSM Project Team.</p> <p>The target audience for this documentation is technical professionals.</p>
5.2.3.8	Document the Customer interface and evaluate the experience gap for the customers of ITS who will interact with Service Management software. Prepare a Gap Analysis that can inform the development of a training program proposal.
5.2.3.9	Document the Service Management interface and evaluate the experience gap for ITS Technical staff that will have workflow managed through the Service Management software. Prepare a Gap Analysis that can inform the development of a training program proposal.
5.2.3.10	Document the Service Desk interface and evaluate the experience gap for ITS Call Center staff who will create and own service "tickets" within ServiceNow. Prepare a Gap Analysis that can inform the development of a training program proposal.
5.2.3.11	Evaluate and document the overall experience gap for utilizing ServiceNow to initiate, track, assign, manage and complete IT Service Requests and prepare a training proposal to effectively eliminate the gap.

5.2.3.12	Create the necessary training program materials and job aides necessary to address the significant share of the identified skill and experience gaps. The training program materials will be completed through two iterative pilots whereby input from initial students is gathered, evaluated and incorporated, where appropriate, into the final training program and job aide releases. An online training program, delivered through the New York State Learning Management System, is contemplated with supporting student materials and trainer materials if applicable.
5.2.3.13	Deliver (or oversee the online delivery of) the IT Service Management Program training for the initial 100 non-technical request initiators, 25 call support agents, 75 ITS service delivery staff and 25 ITS managers. Compile feedback from the initial audiences and modify the training program contents where appropriate.
5.2.3.14	At the outset of each of three major phases of the Service Management Project, engage in a planning exercise with ITS and prepare a detailed description of each selected deliverable as well as a detailed description of the selected approach to be used to produce the deliverable.

5.2.4 PERFORMANCE MANAGEMENT

ITS defines “Performance Management” as the area of business intelligence involved with monitoring and managing an organization’s performance according to Key Performance Indicators. This is a broad measurement initiative sometimes called “Corporate Performance Management” (CPM), or “Enterprise Performance Management” (EPM). It will incorporate a variety of perspectives on performance including, but not limited to, financial efficiency, customer satisfaction, timeliness of service, quality of service, availability and accessibility of services, security of data and services, information management maturity, employee satisfaction, staff development, and the overall effectiveness of IT investments.

Table 4, Performance Management Requirements

ID Number	Requirement Description
5.2.4.1	Elicit and document the performance measurement components (themes, measures, metrics, weights, targets, etc.) necessary to address formal performance management at leadership, management, supervisory and staff levels of the ITS organization.
5.2.4.2	Elicit and document the performance measurement components (themes, measures, metrics, weights, targets, etc.) necessary to address formal performance management across the spectrum of the ITS organization and the services provided.
5.2.4.3	Measuring service delivery is a reflection of a core competency of ITS. Prepare a gap analysis and data mapping that identifies issues attendant to addressing those requirements where the data is derived from ITSM practice and supporting software systems (e.g. ServiceNow).
5.2.4.4	Measuring how ITS is deploying project resources is a critical component of the emergent performance management program. Prepare a gap analysis and data mapping that identifies issues attendant to addressing those requirements where the data is

	derived from IT Project Portfolio practice and supporting software systems (e.g. ServiceNow).
5.2.4.5	Measuring how ITS is managing, supporting and professionally growing our staff is a critical component of the emergent performance management program. Provide human capital management expertise to evolve the analysis of key performance indicators related to HRM. Prepare a gap analysis and data mapping that identifies issues attendant to addressing those performance measurement requirements where the data is derived from Human Resource Management systems and Learning Management Systems.
5.2.4.6	Increasing IT value while spending less is a critical success factor of the Transformation Project. Measuring how efficiently ITS is delivering the full scope of information technology services is a critical component of the emergent performance management program. Provide financial management expertise to evolve the analysis of key performance indicators related to ITS financials. Prepare a gap analysis and data mapping that identifies issues attendant to addressing those requirements where the data is derived from Financial Management Systems.
5.2.4.7	Prepare a gap analysis and data mapping that identifies issues attendant to addressing those requirements where the data is derived from ad hoc sources including electronic survey data.
5.2.4.8	Prepare a gap analysis and data mapping that identifies performance measures recommended by ITS Cluster Leadership and Operations that may not roll up into ITS Enterprise Performance Measures.
5.2.4.9	Design a cascading series of performance dashboards, reports and drill-downs that address the informational requirements of Executives, Management, Supervisors and Staff. This must include the design of the reports required to support ITS submissions to the NYPerforms statewide performance management program.
5.2.4.10	Design the information architecture necessary to acquire, repurpose and store the performance data identified in the data mappings.
5.2.4.11	Design the report delivery and information self-service technologies necessary to make performance management available at the appropriate level of detail for the type of consumer (leadership, management, supervisors, staff, and citizen).
5.2.4.12	Produce six (6) white papers on various performance management topics. These white papers will be released quarterly to help evolve the performance management awareness agency-wide.
5.2.4.13	Prepare two (2) training programs one for leadership and one for line management that describes performance management and facilitates the integration of performance reports into the daily management paradigm. Each training program will evolve from a focus group delivery
5.2.4.14	Provide a facilitator to co-lead the delivery of two (2) training sessions for leadership and five (5) training sessions for line management.

5.2.4.15	Prepare necessary materials and provide in-house knowledge transfer of sufficient duration and depth to enable ITS self-sufficiency with the components of performance management and reporting.
5.2.4.16	Evaluate up to a dozen internal ITS Service Level Agreements and prepare an “as is” distillation of a template SLA.
5.2.4.17	Interview up to 24 ITS leaders and solicit their input on the template SLA. Gather requested or suggested modifications and loop back changes to the leadership team. Input must be about specific measurement themes, metrics, and target service levels.
5.2.4.18	Conduct a data assessment of the proposed SLA and produce a fit/gap assessment of the availability of data to support the proposed measures. Modify the SLA based on “best available” data and metrics.
5.2.4.19	Prepare communication materials for partner agency executive leadership in support of re-introducing SLAs.
5.2.4.20	Prepare educational materials and an information session for partner agency executive leadership to shape awareness of SLA.
5.2.4.21	Conduct 12 information sessions on SLA awareness for ITS Clusters and Enterprise ITS leadership.
5.2.4.22	Prepare facilitation materials necessary to support concluding an SLA with an individual partner agency.
5.2.4.23	Facilitate hands on and on site, the conclusion of 6 SLAs with individual partner agencies.
5.2.4.24	Co-facilitate, with ITS staff, the conclusion of 2 SLAs with individual partner agencies. Provide detailed and specific feedback to ITS staff regarding their facilitation style, substance and effectiveness.
5.2.4.25	At the outset of each of three major phases of the Performance Management Project, engage in a planning exercise with ITS and prepare a detailed description of each selected deliverable as well as a detailed description of the selected approach to be used to produce the deliverable.

5.2.5 STRATEGIC PLANNING

ITS defines “Strategic Planning” as the process, tools and techniques to manage the envisioning of future investment in technology to support government in New York State. ITS has over 50 partner agencies that deliver front line services to citizens and/or support agencies that do. ITS must bring technical leadership to the envisioning process; able to anticipate future technologies that will become necessary for mission fulfillment while identifying cost effective solutions to meet those needs.

Table 5, Strategic Planning Requirements

ID Number	Requirement Description
5.2.5.1	Conduct and deliver an evaluation of existing strategic planning process including the supporting materials, timelines, roles and responsibilities, processes and outputs. This “as is” evaluation must include the existing IT investment governance process and IT portfolio management practice.
5.2.5.2	Conduct and deliver an industry “best practices” evaluation of IT strategic planning process including specific examples of industry leading plans. This evaluation must include a detailed description of the recommended target environment for all aspects of IT strategic planning, the necessary artifacts, role and responsibilities, timelines and process.
5.2.5.3	Prepare a fit/gap assessment of the organization’s current strategic planning process against the recommended target environment. This assessment must include specific recommendations for making changes to the existing materials, timelines, roles and responsibilities, processes and outputs.
5.2.5.4	Design and develop the materials necessary to facilitate a strategic planning cycle based on the accepted recommendations from the fit/gap assessment.
5.2.5.5	Facilitate with ITS leadership the development of a strategic plan including onsite leading and co-leading of the various meetings necessary to develop a 3 year forward looking strategic plan.
5.2.5.6	Based on the facilitated meeting outcomes and accepted recommendations for best practices, prepare a strategic plan document for consumption in a variety of media including paper, online and tablet computers.
5.2.5.7	Provide a hands-on on-site transfer of knowledge to ITS staff with the goal of providing self-sufficient capabilities for future planning exercises.
5.2.5.8	At the outset of the Strategic Planning Project, engage in a planning exercise with ITS and prepare a detailed description of each selected deliverable as well as a detailed description of the selected approach to be used to produce the deliverable.

5.2.6 SERVICE NOW SUPPORT

ServiceNow is a leading provider of cloud-based services that automate enterprise IT operations. The product offers a highly customizable platform built on a proprietary platform that automates workflow and provides integration between related business processes. ITS has limited in-house ServiceNow expertise and anticipates developing a number of customizations within the ServiceNow environment as it delivers service management and portfolio management.

Table 6, ServiceNow Support Requirements

Deliverable Number	Deliverable Description
5.2.6.1	Craft a suite of interactive drill-down reports using ServiceNow for project portfolio management. There will be the need to develop 4 dashboards each for a different audience and each supported by a collection of 6-8 reports including graphs, charts and tables. ITS currently has limited experience with developing and delivering cascading dashboards, interactive reports and drill-down capabilities in a ServiceNow platform.
5.2.6.2	Deliver customizations to ServiceNow consistent with the approved implementation "Roadmap" and provide technical skills cross-training with ITS ServiceNow administrators. ITS currently has limited experience with administering and customizing ServiceNow and has only recently deployed rudimentary portfolio management using ServiceNow.
5.2.6.3	Architect and document a ServiceNow platform that supports the full range of services as designed by the ITSM Project Team (and detailed in Section 5.2.3 Service Management).
5.2.6.4	Implement a solution in ServiceNow supporting the various roles necessary to ensure appropriate access and information security. Produce detailed documentation about the underlying architecture and the constructs around roles and user access in a ServiceNow deployment.
5.2.6.5	Implement 12 workflow driven solutions in ServiceNow supporting the various work packages initiated by non-IT consumers, tracked by service desk staff, handled by IT staff, escalated by IT supervisors and monitored by IT management. Fully document the workflow solutions and provide a step-by-step recap of how workflow is implemented.
5.2.6.6	Develop and deploy a package of service level agreement reports within ServiceNow that can be used to demonstrate service delivery performance against pre-determined and integrated performance targets.
5.2.6.7	Develop and deploy a full featured Service Catalog using a highly customized ServiceNow interactive service catalog.
5.2.6.8	Develop a prototype application demonstrating the capabilities of ServiceNow App Creator and demonstrate the integration points with service management or portfolio management.
5.2.6.9	Develop a prototype Java application demonstrating the extensibility of ServiceNow specifically in the development of data entry interface.
5.2.6.10	Create users, groups, roles and necessary identification management steps to deliver

	ServiceNow to a disparate population of technical and non-technical consumers and contributors.
5.2.6.11	Develop an automated feed from Microsoft Project files to update milestone, resource, actuals consumed and schedule data in ServiceNow.
5.2.6.12	Develop an automated feed from Microsoft Excel Spreadsheet files to update milestone, resource, actuals consumed and schedule data in ServiceNow.
5.2.6.13	Develop a prototype application based on the Mirror42 enterprise analytics engine that will present an integrated view of portfolio and service management key performance indicators.
5.2.6.14	Prepare necessary materials and provide in-house knowledge transfer of sufficient duration and depth to enable ITS self-sufficiency with the core components of ServiceNow, the reporting and analytics components of ServiceNow as well as the underlying architecture.
5.2.6.15	Develop in-house expertise pertaining to integration capabilities in ServiceNow, including but not limited to Simple Object Access Protocol (SOAP), Open Database Connectivity (ODBC) and Web Services Description Language (WSDL).
5.2.6.16	Develop and deploy a full integration with a discovery tool to provide real-time data to the Configuration Management Database (CMDB) in ServiceNow.
5.2.6.17	Provide a training plan to train in-house ITS staff in the basic scripting languages of the ServiceNow platform including JavaScript, Jelly, XML and Glide.
5.2.6.18	At the outset of each of three major phases of the Service Management Project, engage in a planning exercise with ITS and prepare a detailed description of each selected deliverable as well as a detailed description of the selected approach to be used to produce the deliverable.

5.2.7 ORGANIZATIONAL CHANGE MANAGEMENT SUPPORT

ITS defines “Organizational Change Management” as the process, tools and techniques to manage the “people-side” of change to achieve the goals of the Transformation Project. Change management incorporates the organizational tools that can be utilized to help individuals make successful personal transitions resulting in the adoption and realization of change. These tools include, but are not limited to, communication programs, training and individual career development programs, formalized policies, formalized procedures, feed-back loops, and continuous improvement programs. ITS believes Organizational Change Management “starts at the top” and includes formal IT investment strategic planning through individual career development.

Table 7, Organizational Change Management Support Requirements

ID Number	Requirement Description
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5.2.7.1	Review the collection of organizational tools (within Enterprise ITS and as distributed throughout ITS Clusters) and evaluate their applicability for a statewide consolidated ITS organization. Prepare an assessment of required change and a gap analysis of mission materials including but not limited to policies, procedures and forms.
5.2.7.2	Based on the assessment and gap analysis, implement a process by which policies, forms and other organizational tools will be identified, prioritized, drafted, revised, reviewed, approved and published.
5.2.7.3	Facilitate with ITS leadership the implementation of the designed process.
5.2.7.4	Facilitate with ITS leadership the development and deployment of a continuous improvement process whereby innovation is encouraged, communication is continuous, frequent and succinct, and employee feedback loops are readily accessible and available. These deliverables will support the IT Transformation Project Communication Team and the ITS Organizational Health Initiative.
5.2.7.5	Design and develop the materials necessary to document the continuous improvement process and to communicate to leadership, management and staff about ITS commitment to continuous improvement and the processes put into place to support and encourage innovation and improvement.
5.2.7.6	Conduct a 12 month program of change management that reaches all levels of ITS staff providing information about the evolution of ITS including portfolio management, project management, performance management, human capital management and continuous improvement. The program should include all writing, analytic and content approval activities to complete periodic (monthly) communication about one aspect of ITS transformation and six (6) web-based learning experiences for bi-monthly rollout.
5.2.7.7	Draft, and edit a Service Catalog Document for the Chief Portfolio Office (CPO) that details all of the services provided. Shepherd the refinement of the CPO Service Catalog through interactions with executive sponsors including the Chief Portfolio Office.
5.2.7.8	Evaluate the contents of the CPO Service Catalog relative to the ITS Service Catalog delivered in Service Now and formalize a recommendation for CPO Service Catalog publication strategy. Assist with the execution of the publication strategy.
5.2.7.9	Based on the approved CPO Service Catalog, document all business processes conducted by the CPO in support of each Service in the catalog. Process documentation should include process maps or workflow diagrams, narrative descriptions at the overview, objective, and step levels.
5.2.7.10	Based on published work rules and internal business practice, prepare orientation materials that would serve as further documentation of the activities conducted by the CPO for uninitiated staff. This material should include links to standard ITS resources (e.g. Intranet) as well as internal file stores and Share Point sites that support the work of the CPO.
5.2.7.11	Based on the approved Portfolio Management Process, the Strategic Planning process

	and related investment governance materials, create a single volume that describes and details the ITS Governance Process suitable for publication and consumption by internal and external stakeholders.
5.2.7.12	At the outset of the change management initiative, engage in a planning exercise with ITS and prepare a detailed description of each selected deliverable as well as a detailed description of the selected approach to be used to produce the deliverable.

5.2.8 OFFICE365 SUPPORT

Office 365 is the latest offering from Microsoft which delivers its suite of office automation products through a cloud-based subscription. ITS will be moving to Office365 to support integrated office automation, collaboration and communication. The delivery of a highly graphical, easy to access, interactive consumer experience is a critical deliverable for the ITS Performance Management Program. ITS lacks current experience with the business intelligence components of Office365 and the tools necessary to extract, transform and load performance data for internal and external information self-service.

Table 8, Office365 Support Requirements

ID Number	Requirement Description
5.2.8.1	Review the interim performance reports, deliverables and conceptual designs to understand the size and scope of the ITS performance management program.
5.2.8.2	Prepare a conceptual design of the consumer experience in accessing performance management information in a self-service environment. This conceptual design must include full depth and breadth of performance data for internal consumption as well as more aggregated performance data made available outside ITS.
5.2.8.3	Based on the envisioned scope of the performance management program and the conceptual design of the consumer experience, create a proposed data architecture using ITS standard technologies.
5.2.8.4	Using the conceptual design, and proposed data architecture, prepare a fit/gap assessment that details required or requested functionality that cannot easily be delivered in the current environment.
5.2.8.5	Create a “Roadmap” to Performance Management Self Service that describes the recommended target environment and highlights limitations encountered and work-arounds proposed. Prepare executive summary materials suitable for ITS Leadership consumption.
5.2.8.6	Based on the accepted “Roadmap” prepare a project plan that identifies the 40 work packages (or smaller), required tools, and resources necessary to build the performance management self-service environment. If the capabilities of the available platform (O365 and SQL-Server 2012 R2) are deemed insufficient an interim system may be proposed

	to minimize manual data gathering and provide an incremental step toward performance management self-service. A project plan with work packages at 40 hours or smaller will be required for either option selected by ITS Leadership.
5.2.8.7	Prepare a detailed design document of the underlying information architecture that supports acquiring transactional and summary data from multiple disparate systems. Prepare a detailed design document for the process by which the inbound transactional and summary data will be extracted, cleansed, transformed and loaded into the performance management self-service system.
5.2.8.8	Prepare a star schema data model of the target performance data structures that will support high performing online analytic activities.
5.2.8.9	Create, test, and verify an end-to-end solution to deliver Key Performance Indicators and the Management Dashboard through the Microsoft Office suite including but not limited to MS-Excel, Power Pivot, Reporting Services Power View, and SharePoint as required by the NYPerforms statewide performance management program.
5.2.8.10	Create, test, and verify an end-to-end solution to deliver performance management information self-service for ITS staff and every level using SharePoint, MS-Excel, Power Pivot, and Reporting Services Power View. Information self-service must be accessible in the cloud from a variety of platforms including Windows Desktop PCs, Apple Desktop PCs, tablets and smartphones. Information self-service with drill-downs into transactional data must be supported on premise.
5.2.8.11	Prepare necessary materials and provide in-house knowledge transfer of sufficient duration and depth to enable ITS self-sufficiency with the core components of Office 365 and any supplemental tools acquired at the recommendation of the vendor to deliver information self-service including, but not limited to, tools to support the data ETL, reporting and visualization.
5.2.8.12	At the outset of the Office 365 support initiative, engage in a planning exercise with ITS and prepare a detailed description of each selected deliverable as well as a detailed description of the selected approach to be used to produce the deliverable.

5.3 CONTRACTOR KEY PERSONNEL / ADDITIONAL SERVICES

5.3.1 CONTRACTOR KEY PERSONNEL

Listed below are the fourteen titles / categories that will be used for all work efforts under this contract. Each title is followed by a brief description of the tasks generally associated with that title. As described below, the Specialist title will be used for any work effort where the contractor feels that one of the other listed titles is not sufficient.

Engagement Manager – A senior project manager will be deployed in the role of Engagement Manager. The Engagement Manager, expected to be a full time assignment for the duration of the engagement, will assist the ITS Transformation initiative with a variety of project management activities including, but not limited to, mentoring enterprise project managers, assisting with business case and scope statement development, conducting project performance health checks, assisting with project communication, and risk management.

The engagement manager will also be responsible for assisting ITS coordinate the activities of all personnel deployed by the Offeror on the project.

Project Manager – Responsible for execution and coordination of certain aspects of the Offeror's project plan and schedule requiring substantial experience in project management.

Project Portfolio Manager – Responsible for execution and coordination of certain aspects of the Contractor's project plan and schedule including but not limited to the requirements detailed in section "5.2.1 Project Portfolio Management" of this RFP.

IT Project Portfolio Strategic Planner – Responsible for execution and coordination of certain aspects of the Contractor's project plan and schedule including but not limited to the requirements detailed in section "5.2.5 Strategic Planning" of this RFP.

ITIL Implementation Specialist – Lead analyst responsible for the execution and coordination of certain aspects of the Contractor's project plan and schedule including but not limited to the requirements detailed in section "5.2.3 Service Management" of this RFP.

ServiceNow Technologist – Architect and Hands-on technologist responsible for the execution and coordination of certain aspects of the Contractor's project plan and schedule including but not limited to the requirements detailed in section "5.2.6 Service Now Support" of this RFP.

Business Analyst – Lead analyst responsible for the execution and coordination of all analytical and writing deliverables contained in this RFP.

Microsoft Office365 Business Intelligence Technologist – Architect and Hands-on technologist responsible for the execution and coordination of certain aspects of the Contractor's project plan and schedule including but not limited to the requirements detailed in section "5.2.7 Office365Support" of this RFP.

Data Warehouse ETL Technologist – Architect and Hands-on technologist responsible for the execution and coordination of certain aspects of the Contractor's project plan and schedule including but not limited to the requirements detailed in section "5.2.7 Office365Support" of this RFP.

Microsoft SharePoint Architect \ Technologist – Architect and Hands-on technologist responsible for the execution and coordination of certain aspects of the Contractor's project plan and schedule including but not limited to the requirements detailed in section "5.2.7 Office365Support" of this RFP.

Technical Writer – The technical writer is responsible for the execution and coordination of all phases of document including but not limited to drafting, editing, integrating graphics and data as well as shepherding content through a formal editorial review process.

Specialist I - Any additional resource types bringing specialized skills with between 36-60 months experience, needed by the proposer's approach not described by the eleven (11) identified resource types.

Specialist II - Any additional resource types bringing specialized skills with between 61-84 months experience, needed by the proposer's approach not described by the eleven (11) identified resource types.

Specialist III - Any additional resource types bringing specialized skills with 84+months experience, needed by the proposer's approach not described by the eleven (11) identified resource types.

Persons identified for the positions described above are considered key personnel for the project, and ITS requires the Contractor to provide for the continuity of key personnel for the duration of the project. Substitutions for such key personnel cannot be made without ITS approval. Should it become necessary to replace the key staff, the Contractor must provide replacement staff with equal or superior skills and qualifications. ITS shall have the discretion to request that the Contractor remove a staff member from service, if needed. All services shall be performed under the direction of ITS.

5.3.2 ADDITIONAL SERVICES

As stated above, these titles will also be used to develop work plans for additional services or deliverables that become evident during the contract term. Any such additional services shall only be performed when requested and approved in writing by ITS.

When requested, the contractor shall develop a detailed proposed work plan for the accomplishment of the additional service. Work efforts used in the development of such plans shall not be billable. The proposal shall include:

- Step by step process and rationale
- Titles to be used and hours for each
- Cost
- Any anticipated obstacles and proposed solution for them
- Timeline
- Expected outcome

The proposal will be submitted to ITS for review. ITS reserves the right to accept, reject, or request revisions. Work will only commence once a proposal is approved in writing. ITS shall determine if the additional work will be performed as project deliverables or as hourly rate services.

Note: Supplemental equipment and/or software if deemed necessary by ITS, will not be covered under this RFP.

5.4 SCHEDULING

The Offeror is responsible for proposing a schedule for completing the activities necessary to produce the deliverables described in "Section 5.2 Established Deliverables" and the staffing model required to support the proposed schedule.

ITS reserves the right to adjust the mix and duration of the type of resource secured during the project, the sequence of activities and the schedule of deliverable completion dependent upon the needs of the Transformation Program. In addition, ITS reserves the right to adjust the staffing model dependent upon the needs of the Transformation Program. It is expected, however, that the staffing model will typically deploy 5-7 individual staff concurrently.

In the event that the needs of the Transformation Program indicate a continuation of the engagement but a modification to the roster of staff deployed, ITS will prepare a written notification in the form of a Work Order. A Work Order will reference specific deliverables contained in this RFP, the Resource Type and Title to be applied to producing those deliverables. The Work Order will include the estimated initial start and end date for the staff deployment. ITS will provide the Offeror with 15 days' notice to provide resumes of candidates proposed to complete the Work Order with the expectation that the start date of the Work Order will be within 30 days of the Offeror's notification.

If a candidate proposed to fulfill a Work Order is not a candidate included in the Offeror's original bid, the replacement candidate must demonstrate the same skills and experience as those of the candidate originally bid. ITS reserves the right to deem the Offeror's inability to timely fulfill a Work Order as a failure to comply with the proposal's requirements.

Under no circumstances will the maximum Total Cost of the Offeror's proposal be exceeded during the initial 24 month contract period.

5.5 TRAVEL

ITS staff are primarily located in and around Albany, New York (the Capital District) and the expectation is that onsite work will be completed within ITS offices in the Capital District. Time spent working at ITS main office in Albany will not be considered travel eligible and will not be reimbursed.

The Offeror is responsible for all costs associated with the travel, lodging and maintenance of the staff included in their response for their working onsite at ITS in the Capital District of New York. Only travel from the Capital District of New York (and back) that is identified by ITS as necessary for the successful completion of a specific deliverable or Project Change Request will be reimbursed by New York State. All travel potentially eligible for reimbursement must be pre-approved by ITS in writing.

Pre-approved travel, meals or lodging expenses shall be reimbursed in accordance with the not-to-exceed rates authorized by the NYS Office of the State Comptroller (OSC).

Please refer to the provided link to the OSC web site regarding approved NYS travel rates.

<http://www.osc.state.ny.us/agencies/travel/manual.pdf>

5.6 SECURITY PROCEDURES

The Awarded Contractor's staff must carry appropriate ID credentials to make them identifiable as a Contractor employee. This procedure is required for all in-house and field staff.

Additionally, some locations may have specific agency security policies which must be followed. All In-house staff, working in a state facility, will be required to have photo identification (passport, driver's license, or DMV issued identification). The State may also require in-house staff to submit to additional background checks. In the event that the State deems an employee not acceptable, that employee may be denied access. In such circumstance, the contractor is required to provide an acceptable substitute staff.

5.8 ADMINISTRATIVE AND REPORTING REQUIREMENTS

1. Contract Meetings:

- a. The Contractor will be responsible for the completion of a variety of administrative and reporting requirements, and the cost of it shall be included in the base bid price.
- b. Upon award of the contract and prior to the start of any work, the Contractor shall be available for an initial job meeting with the ITS.
- c. Unless otherwise directed, there shall be periodic job meetings for the following purposes:
 - i. Review job progress, quality of work, and approval
 - ii. Identify and resolve problems, which impede planned progress.

- iii. Coordinate the efforts of all concerned so that the contract progresses on schedule to on-time completion.
- iv. Maintain a sound working relationship between the Contractor and the Agency Representative, and a mutual understanding of the contract.
- v. Maintain sound working procedures.

2. Reporting Requirements:

- a. Unless otherwise directed, the Contractor shall provide an updated monthly report, which shall be attached to each invoice. This report shall detail all work completed during the invoice period and shall detail actual work completed. The format and content of all reports shall be subject to the approval of ITS.
- b. The above monthly work schedule report shall include:
 - i. Schedule of when work is performed - date, time, etc.
 - ii. Specific information of what work was performed.
 - iii. The number of titles utilized and hours worked.
 - iv. The State reserves the right to request payroll records for review or audits. The contractor shall be obligated to provide such records within 72 hours from request.
- c. All reports must be available in electronic format within five (5) days following the reporting period unless otherwise directed by ITS.
- d. The Contractor is required to submit to ITS a semi-annual summary of disaster activities for work progress.

End Detailed Scope of Work/Service Requirements Section

6. Contract Clauses and Requirements

6.1 APPENDIX A / ORDER OF PRECEDENCE

Appendix A — Standard Clauses for New York State Contracts, dated November 2013, attached hereto, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein. The agreement resulting from a successful award will include the following documents. Conflicts between these documents will be resolved in the following descending order of precedence:

1. Appendix A
2. Contract Agreement
3. OGS RFP Number 1853 (This Document) Including any addenda
4. Selected Contractor's Bid

6.2 PROCUREMENT LOBBYING REQUIREMENT

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between OGS and an Offerer/Bidder during the procurement process. An Offerer/Bidder is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period; the Offerer/Bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website:

<http://ogs.ny.gov/Aboutogs/regulations/defaultAdvisoryCouncil.html>

6.3 INFORMATION SECURITY BREACH

In accordance with the Information and Security Breach Notification Act (ISBNA) (Chapter 442 of the Laws of 2005, as amended by Chapter 491 of the Laws of 2005), a Contractor with ITS/OGS shall be responsible for all applicable provisions of the ISBNA and the following terms herein with respect to any private information (as defined in the ISBNA) received by or on behalf of ITS under this Contract.

Contractor shall supply ITS with a copy of its notification policy, which shall be modified to be in compliance with this provision, as well as ITS's notification policy.

Contractor must encrypt any database fields and backup tapes that contain private data elements, as set forth in the ISBNA.

Contractor must ensure that private data elements are encrypted in transit to / from their systems.

In general, contractor must ensure that private data elements are not displayed to users on computer screens or in printed reports; however, specific users who are authorized to view the private data elements and who have been properly authenticated may view/receive such data.

Contractor must monitor for breaches of security to any of its systems that store or process private data owned by ITS.

Contractor shall take all steps as set forth in ISBNA to ensure private information shall not be released without authorization from ITS.

In the event a security breach occurs as defined by ISBNA Contractor shall immediately notify ITS and commence an investigation in cooperation with ITS to determine the scope of the breach.

Contractor shall also take immediate and necessary steps needed to restore the information security system to prevent further breaches.

Contractor shall immediately notify ITS following the discovery that ITS's system security has been breached. Unless the Contractor is otherwise instructed, Contractor is to first seek consultation and receive authorization from ITS prior to notifying the individuals whose personal identity information was compromised by the breach of security, the State Office of Cyber Security and Critical Infrastructure Coordination, the State Consumer Protection Board, the Attorney General's Office or any consuming reporting agencies of a breach of the information security system or concerning any determination to delay notification for law enforcement investigations.

Contractor shall be responsible for providing all notices required by the ISBNA and for all costs associated with providing said notices.

This policy and procedure shall not impair the ability of the Attorney General to bring an action against the Contractor to enforce all provisions of the ISBNA or limit the Contractor's liability for any violations of the ISBNA.

6.4 CONFIDENTIALITY

Contractor agrees to keep confidential and not to disclose to third parties any information provided by ITS or learned by the Contractor during the performance of the Contract unless Contractor has received the prior written consent of the ITS to make such disclosure. This provision shall survive the expiration and termination of this Contract. The Contractor warrants that all of its operations are compliant with all federal, state and local laws, rules and regulations pertain to the privacy and/or security of personal and confidential information.

6.5 ETHICS COMPLIANCE

All proposers/contractors and their employees must comply with the requirements of §§73 and 74 of the Public Officers Law, other state codes, rules, regulations, and executive orders establishing ethical standards for the conduct of business with New York State. In signing any contract resulting from this RFP, the Contractor certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relations, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

6.6 CONTRACTOR INSURANCE REQUIREMENTS

Prior to the commencement of the work to be performed by the Contractor hereunder, the Contractor shall file with The People of the State of New York, Office of General Services (hereinafter referred to as "OGS"), Certificates of Insurance (hereinafter referred to as "Certificates"), evidencing compliance with all requirements contained in this Contract. Such Certificates shall be of a form and substance acceptable to OGS.

Certificate acceptance and/or approval by OGS does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Contract.

All insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers acceptable to OGS; shall be primary and non-contributing to any insurance or self insurance maintained by OGS; shall be endorsed to provide written notice be given to OGS, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail; shall be sent to Office of General Services, Purchasing Unit, Corning Tower, 32nd Floor, Empire State Plaza, Albany, New York 12242 and shall name ***The People of the State of New York, its officers, agents, and employees as additional insureds there under*** (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number CG 20 10 11 85). The additional insured requirement does not apply to Workers Compensation, Disability or Professional Liability coverage.

The Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject. Deductibles and self-insured retentions must be approved by OGS. Such approval shall not be unreasonably withheld. The Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions provided herein.

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to OGS and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

The Contractor shall cause all insurance to be in full force and effect as of the commencement date of this Contract and to remain in full force and effect throughout the term of this Contract and as further required by this Contract. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply to OGS updated replacement Certificates of Insurance, and amendatory endorsements.

The Contractor, throughout the term of this Contract, or as otherwise required by this Contract, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this Contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

a) Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.

If such insurance contains an aggregate limit, it shall apply separately on a per job or per project basis.

b) The Contractor shall maintain, or if subcontracting professional services, shall certify that Subcontractor maintain, Errors and Omissions Liability Insurance with a limit of not less than \$1,000,000 per loss.

1. Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services covered by this Contract.

2. If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of this Contract; and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two years from the time work under this Contract is completed.

c) Comprehensive Business Automobile Liability Insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.

d) Waiver of Subrogation. Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against OGS, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against OGS or (ii) any other form of permission for the release of OGS.

Contractor acknowledges that failure to obtain any or all required insurance on behalf of OGS constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to OGS.

e) **WORKERS' COMPENSATION / DISABILITY INSURANCE:**

Workers' Compensation, Employer's Liability, and Disability Benefits meeting all New York State statutory requirements are required. If coverage is obtained from an insurance company through an insurance policy, the policy shall provide coverage for all states of operation that apply to the performance of the contract. In addition, if employees will be working on, near or over navigable waters, coverage provided under the US Longshore and Harbor Workers' Compensation Act must be included. Also, if the contract is for temporary services, or involves renting equipment with operators, the Alternate Employer Endorsement, WC 00 03 01A, must be included on the policy naming the People of the State of New York as the alternate employer.

PROOF of COMPLIANCE WITH WORKERS' COMPENSATION COVERAGE REQUIREMENTS:
ACORD forms are NOT acceptable proof of workers' compensation coverage.

In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to workers' compensation coverage, contractors shall:

A) Be legally exempt from obtaining workers' compensation insurance coverage;

or

B) Obtain such coverage from insurance carriers;

or

C) Be a Board-approved self-insured employer or participate in an authorized self-insurance plan.

Contractors seeking to enter into contracts with the State of New York shall provide one of the following forms to the Office of General Services at the time of bid submission or shortly after the opening of bids:

Form CE-200, Certificate of Attestation for New York Entities with No Employees and Certain out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required which is available on the Workers' Compensation Board's website (www.wcb.state.ny.us);

or

B) Certificate of Workers' Compensation Insurance:

- 1) Form C-105.2 (9/07) if coverage is provided by the contractor's insurance carrier, contractor must request its carrier to send this form to the New York State Office of General Services;

or

2) Form U-26.3 if coverage is provided by the State Insurance Fund, contractor must request that the State Insurance Fund send this form to the New York State Office of General Services;

or

C) Certificate of Workers' Compensation Self-Insurance - Form SI-12, available from the New York State Workers' Compensation Board's Self-Insurance Office;

or

D) Certificate of Participation in Workers' Compensation Group Self-Insurance Form GSI-105.2, available from the contractor's Group Self-Insurance Administrator.

PROOF of COMPLIANCE WITH DISABILITY BENEFITS COVERAGE REQUIREMENTS:

In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to disability benefits, contractors shall:

A) Be legally exempt from obtaining disability benefits coverage;

or

B) Obtain such coverage from insurance carriers;

or

C) Be a Board-approved self-insured employer.

Contractors seeking to enter into contracts with the State of New York shall provide one of the following forms to the Office of General Services at the time of bid submission or shortly after the opening of bids:

A) Form CE-200, Certificate of Attestation for New York Entities with No Employees and Certain out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required which is available on the Workers' Compensation Board's website (www.wcb.state.ny.us);

or

B) Form DB-120.1, Certificate of Disability Benefits Insurance. Contractor must request its business insurance carrier to send this form to the New York State Office of General Services;

or

C) Form DB-155, Certificate of Disability Benefits Self-Insurance. The Contractor must call the Board's Self-Insurance Office at 518-402-0247 to obtain this form.

All forms must name the **Office of General Services – Financial Administration, 32nd Floor, Mayor Erastus Corning 2nd Tower, Empire State Plaza, Albany NY 12242**, as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

6.7 TAX AND FINANCE CLAUSE

TAX LAW § 5-A:

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded state contracts for commodities, services and technology valued at more than \$100,000 to certify to the Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax and contractors must certify to DTF that each affiliate and subcontractor exceeding such sales

threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agency, from approving a contract awarded to a contractor meeting the registration requirements but who is not so registered in accordance with the law.

Contractor certification forms and instructions for completing the forms are attached to this RFP. Form ST-220-TD must be filed with and returned directly to DTF. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s) a new Form ST-220-TD must be filed with DTF.

Form ST-220-CA must be filed with the bid and submitted to the procuring covered agency certifying that the contractor filed the ST-220-TD with DTF. Proposed contractors should complete and return the certification forms within two business days of request (if the forms are not completed and returned with bid submission). Failure to make either of these filings may render a Bidder non-responsive and non-responsible. Bidders shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Vendors may call DTF at **1-800-698--2909** for any and all questions relating to Section 5-a of the Tax Law and relating to a company's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF web site: <http://www.nystax.gov>

6.8 M/WBE & EEO REQUIREMENTS

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR EQUAL EMPLOYMENT AND BUSINESS PARTICIPATION OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES

POLICY STATEMENT

The New York State Office of General Services (OGS), as part of its responsibility, recognizes the need to promote the employment of minority group members and women and to ensure that certified minority and women-owned business enterprises have opportunities for maximum feasible participation in the performance of OGS contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("the Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority and women-owned business enterprises in state procurement contracting verses the number of minority and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority and women-owned business enterprises program.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination

because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to this contract; or (ii) employment outside New York State.

Bidder further agrees to submit with the bid a staffing plan (Form EEO 100) identifying the anticipated work force to be utilized on the Contract and if awarded a contract, will, upon request, submit to the Authorized User, a workforce utilization report on Form EEO 101, identifying the workforce actually utilized on the Contract if known.

Further, pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Business Participation Opportunities for New York State Certified Minority- and Women-Owned Business Enterprises (MWBE)

For purposes of this procurement, OGS hereby establishes a goal of **10% for Minority-owned Business Enterprises (MBE)** participation and **10% for Women-owned Business Enterprises (WBE)** participation (collectively referred to as MWBE) for a total contract MWBE goal of 20%. A Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this contract and Contractor agrees that OGS may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at: <http://www.esd.ny.gov/MWBE.html>

For guidance on how OGS will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, Bidder/Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and OGS may withhold payment from the Contractor as liquidated damages. Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, Bidder/Contractor agrees to submit the following documents and information as evidence of compliance with the foregoing:

- A. Bidders are required to submit a Utilization Plan on Form MWBE 100 with their bid or proposal. The Utilization Plan shall list the MWBEs the Contractor intends to use to perform the State contract and a description of the Contract scope of work that the Contractor intends to structure to meet the goals on the State contract, and the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State Contract that the Contractor intends to be performed by a NYS Certified minority- or woman-owned business. Any modifications or changes to the agreed participation by NYS Certified M/WBEs after the

Contract Award and during the term of the Contract must be reported on a revised M/WBE Utilization Plan and submitted to OGS.

- B. OGS will review the submitted MWBE Utilization Plan and advise the Bidder of OGS acceptance or issue a notice of deficiency within 20 days of receipt.
- C. If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to OGS, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on Form BDC 333. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- D. OGS may disqualify a Bidder as being non-responsive under the following circumstances:
 - a) If a Bidder fails to submit a MWBE Utilization Plan;
 - b) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - c) If a Bidder fails to submit a request for waiver; or
 - d) If OGS determines that the Bidder has failed to document good faith efforts.

A Bidder who documents good faith efforts to meet the goal requirements may submit a request for a partial or total waiver on Form BDC 333, at the same time it submits its MWBE Utilization Plan. If a request for waiver is submitted with the MWBE Utilization Plan and is not accepted by OGS at that time, the provisions of clauses B-D above, will apply.

Contractors shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to OGS, but must be made no later than prior to the submission of a request for final payment on the Contract.

Contractors are required to submit a Contractor's Monthly Compliance & Payment Report on Form MWBE 102 to OGS, by the 10th day of each month during the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the contract or such other actions or enforcement proceedings as allowed by the Contract.

ALL FORMS ARE AVAILABLE AT: <http://www.ogs.ny.gov/MWBE/Forms.asp>

6.9 FREEDOM OF INFORMATION LAW / TRADE SECRETS

During the evaluation process, the content of each bid will be held in confidence and details of any bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. Should you feel your firm's bid contains any such trade secrets or other confidential or proprietary information, **you must submit a request to except such information from disclosure.** Such request must be in writing, must state the reasons why the information should be excepted from disclosure and must be

provided at the time of submission of the subject information. Requests for exemption of the entire contents of a bid from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

6.10 GENERAL REQUIREMENTS

- The Bidder agrees to adhere to all State and Federal laws and regulations in connection with the contract.
- The Bidder agrees to notify ITS / OGS of any changes in the legal status or principal ownership of the firm, forty five (45) days in advance of said change.
- The Bidder agrees that in any contract resulting from this RFP it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action.
- The Bidder agrees that any contract resulting from this RFP may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of ITS / OGS.
- For reasons of safety and public policy, in any contract resulting from this RFP, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.
- For purposes of any contract resulting from this RFP, the State will not be liable for any expense incurred by the Contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
- ITS interpretation of specifications shall be final and binding upon the Contractor.
- Neither the Commissioner of OGS nor the ITS Chief Technology Officer will make any allowance or concession to the Bidder for any alleged misunderstanding because of quantity, quality, character, location or other conditions.
- Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality or extent of work to be furnished, it shall be assumed that the Bidder has based its bid on the more expensive option. Final decision will rest with ITS.
- INSPECTION – For purposes of any contract resulting from this RFP the quality of service is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that quality of services being performed is not satisfactory and that the requirements of the specifications are not being met, ITS may terminate the contract and employ another contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to the State of New York for costs incurred on account thereof.
- STOP WORK ORDER – ITS reserves the right to stop the work covered by this RFP and any contract(s) resulting there from at any time that it is deemed the successful Bidder is unable or incapable of performing the work to the state's satisfaction. In the event of such stopping, ITS shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the successful Bidder shall be liable to the State of New York for any such costs on account thereof. In the event that ITS issues a stop work order for the work as provided herein, the Contractor shall have ten (10) working days to respond thereto before any such stop work order shall become effective. Provided, however, that if an emergency situation exists, as reasonably determined by ITS, then the stop work order shall be effective immediately.
- It is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.
- ITS reserves the right to reject and bar from the facility any employee hired by the Contractor.

6.11 CONTRACT TERMS

All provisions and requirements of Appendix A Standard Clauses for New York State Contracts, which is attached hereto and forms a part hereof, will be incorporated into any contract resulting from this RFP, and will be binding upon the parties to such contract.

All provisions and requirements, which are attached hereto and form a part hereof, will be incorporated into any contract resulting from this RFP, and will be binding upon the parties to such contract.

It is stipulated and agreed by the parties that the law of the State of New York shall solely and in all respects govern with relation to any dispute, litigation, or interpretation arising out of or connected with any contract resulting from this RFP.

Any contract resulting from this RFP shall not be deemed executed, valid or binding unless and until approved in writing by the Attorney General and the Comptroller of the State of New York.

6.12 SUBCONTRACTORS

The State will contract only with the successful Bidder who is the Contractor. The Issuing Office considers the Contractor, the sole Contractor with regard to all provisions of the solicitation and the contract 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 RFP or the resultant contract. 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 RFP.

The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the work in accordance with the contract. 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 Contract, before any part of the contract shall be sublet, the Contractor shall submit to the NYS Chief Portfolio Officer, NYS Office of Information Technology Services, State Capital, Empire State Plaza, P.O. Box 2062, Albany, NY 12220, 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 this contract. The Contractor shall promptly furnish such information as the Chief Portfolio Officer may require concerning the proposed subcontractor's ability and qualifications.

6.13 PROCUREMENT RIGHTS

The State of New York reserves the right to:

1. Reject any and all proposals received in response to this Solicitation.
2. Disqualify a Proposer from receiving the award if the Proposer, or anyone in the Proposer's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
3. Correct Proposers' mathematical errors and waive or modify other minor irregularities in proposals received, after prior notification to the Proposer.

4. Adjust any Proposer's expected costs of the bid price based on a determination of the evaluation committee that the selection of the said Proposer will cause the State to incur additional costs.
5. Utilize any and all ideas submitted in the proposals received.
6. Negotiate with Proposers responding to this Solicitation within the Solicitation requirements to serve the best interests of the State.
7. Begin contract negotiations with another bidding Contractor(s) in order to serve the best interests of the State of New York should the State of New York be unsuccessful in negotiating a contract with the selected Contractor within 21 days of selection notification.
8. Waive any non-material requirement not met by all Proposers.
9. Not make an award from this Solicitation.
10. Make an award under this Solicitation in whole or in part.
11. Make multiple contract awards pursuant to the Solicitation.
12. Have any service completed via separate competitive bid or other means, as determined to be in the best interest of the State.
13. Seek clarifications of proposals.
14. If two or more offers are found to be substantially equivalent, ITS / OGS, will determine award using established criteria.

Note: The State is not liable for any cost incurred by a Proposer in the preparation and production of a proposal or for any work performed prior to the issuance of a contract.

6.14 EXTENT OF SERVICES

ITS reserves the right to re-negotiate at its discretion, to reduce the amount of services provided under any contract resulting from this solicitation. This reduction in services shall be effectuated by written amendment to the contract and subject to approval by the Office of the State Comptroller.

6.15 DEBRIEFINGS

Bidders will be accorded fair and equal treatment with respect to their opportunity for debriefing. Prior to contract award, OGS shall, upon request, provide a debriefing which would be limited to review of that bidder's bid or bid. After contract award, OGS shall, upon request, provide a debriefing to any bidder that responded to the RFP, regarding the reason that the bid or bid submitted by the unsuccessful bidder was not selected for a contract award. The post award debriefing should be requested by the bidder within thirty days of contract approval as posted on the OSC website (web address below).

<http://www1.osc.state.ny.us/transparency/contracts/contractsearch.cfm>

6.16 TERMINATION

Termination

ITS may, upon thirty (30) days notice, terminate the contract resulting from this RFP in the event of the awarded Bidder's failure to comply with any of the proposal's requirements unless the awarded Bidder obtained a waiver of the requirement.

In addition, ITS may also terminate any contract resulting from this RFP upon ten (10) days written notice if the Contractor makes any arrangement or assignment for the benefit of the creditors.

Furthermore, ITS shall have the right, in its sole discretion, at any time to terminate a contract resulting from this RFP, or any unit portion thereof, with or without cause, by giving thirty (30) days written notice of termination to the Contractor.

Any termination by ITS under this Section shall in no event constitute or be deemed a breach of any contract resulting from this RFP and no liability shall be incurred by or arise against the Office of General Services, its agents and employees therefore for lost profits or any other damages.

Procurement Lobbying Termination

ITS reserves the right to terminate this Agreement in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, ITS may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this Agreement.

6.17 NYS VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT BUSINESS ENTITY

(Hereinafter the “questionnaire”)

OGS conducts a review of prospective contractors (“Bidders”) to provide reasonable assurances that the Bidder is responsive and responsible. A Questionnaire is used for non-construction contracts and is designed to provide information to assess a Bidder’s responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a bid, Bidder agrees to fully and accurately complete the “Questionnaire.” The Bidder acknowledges that the State’s execution of the Contract will be contingent upon the State’s determination that the Bidder is responsible, and that the State will be relying upon the Bidder’s responses to the Questionnaire when making its responsibility determination.

OGS recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller’s (OSC) website, http://www.osc.state.ny.us/vendrep/vendor_index.htm or to enroll, go directly to the VendRep System online at <https://portal.osc.state.ny.us> .

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at <http://www.osc.state.ny.us/portal/contactbuss.htm> . Bidders opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at: http://www.osc.state.ny.us/vendrep/forms_vendor.htm .

In order to assist the State in determining the responsibility of the Bidder, the Bidder should complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the bid due date. A Bidder’s Questionnaire cannot be viewed by OGS until the Bidder has certified the Questionnaire. It is recommended that all Bidders become familiar with all of the requirements of the

Questionnaire in advance of the bid opening to provide sufficient time to complete the Questionnaire.

The Bidder agrees that if it is found by the State that the Bidder’s responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, OGS may terminate the Contract. In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

6.18 EXTENSION OF USE

Any contract resulting from the solicitation may be extended to additional State Agencies upon mutual agreement between the requesting agency, OGS, and the contractor, and subject to applicable

approvals. OGS reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

6.19 INDEMNIFICATION

The Contractor shall assume all risks of liability for its performance, or that of any of its officers, employees, subcontractors or agents, of any contract resulting from this solicitation and shall be solely responsible and liable for all liabilities, losses, damages, costs or expenses, including attorney's fees, arising from any claim, action or proceeding relating to or in any way connected with the performance of this Agreement and covenants and agrees to indemnify and hold harmless the State of New York, its agents, officers and employees, from any and all claims, suits, causes of action and losses of whatever kind and nature, arising out of or in connection with its performance of any contract resulting from this solicitation, including negligence, active or passive or improper conduct of the Contractor, its officers, agents, subcontractors or employees, or the failure by the Contractor, its officers, agents, subcontractors or employees to perform any obligations or commitments to the State or third parties arising out of or resulting from any contract resulting from this solicitation. Such indemnity shall not be limited to the insurance coverage herein prescribed.

6.20 FORCE MAJEURE

Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

6.21 IRAN DIVESTMENT ACT

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should OGS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, OGS will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then OGS shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

OGS reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

6.22 ENCOURAGING USE OF NEW STATE BUSINESS IN CONTRACT PERFORMANCE

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, Proposers/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

vendors/proposers need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, vendors/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects vendors/proposers to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

End Contract Clauses and Requirements Section

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded

the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

Appendix B

Administrative Proposal

Request for Proposal No. 1853

**Request for Proposals (RFP) for the New York State
Office of General Services
On Behalf Of
The Office Of Information Technology Services
For
Information Technology Governance Transformation
Support Services**

Administrative Proposal

The following required forms are to be submitted with the proposer's proposal. The forms include:

- Contractor Information Page
- Corporate Acknowledgement (must be notarized)
- Offerer's Affirmation of Understanding of and Agreement pursuant to New York State Finance Law
- Offerer Disclosure of Prior Non-Responsibility Determinations;
- Offerer's Certification of Compliance with State Finance Law §139-k(5)
- ST-220 -TD Taxation & finance Contractor Certification (**Submit directly to Taxation & Finance**)
- ST-220 -CA Taxation and Finance Covered Agency Certification
- MacBride Principles
- Non/Collusive Bidding Certification
- Consultant Contractor Forms A & B

Contractor Information

SOLICITATION NUMBER 1853

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible contacts as required by New York State Finance Law §139-j (3) and §139-j (6) (b).

(Authorized Signature)

(Date)

(Print Name)

(Title)

(Company Name)

(Federal I.D. Number)

(NYS Vendor I.D. Number)

(Address)

(City, State, Zip)

(County)

_____ Ext. _____
(Telephone Number)

_____ Ext. _____
(Toll Free Phone)

(Fax Number)

(Toll Free Fax Number)

(E-mail)

Questions:

- 1. New York State Small Business Circle One: Yes No
- 2. New York State Certified Minority Owned Business Circle One: Yes No
- 3. New York State Certified Woman Owned Business Circle One: Yes No
- 4. Do you understand and is your firm capable of meeting the insurance requirements to enter into a contract with New York State? Circle One: Yes No
- 5. Will New York State Businesses be used in the performance of this contract? Circle One: Yes No
- 6. If yes, identify New York State Business(es) that will be used; (Attach identifying information).
- 7. Does your proposal meet all the requirements of this solicitation? Circle One: Yes No

BIDDER/OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Pursuant to Procurement Lobbying Law (SFL §139-j)

A. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?
If yes, please answer the following question:

_____ YES _____ NO

B. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?

_____ YES _____ NO

C. If yes, was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a governmental entity?
If yes, please provide details regarding the finding of non-responsibility:

_____ YES _____ NO

Governmental Entity:

Date of Finding of Non-responsibility:

Basis of Finding of Non-Responsibility:
(add additional pages if necessary)

D. Has any governmental agency terminated or withheld a procurement contract with the above-named individual or entity due to the intentional provision of false or incomplete information?
If yes, please provide details:

_____ YES _____ NO

Governmental Entity:

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding:
(add additional pages if necessary)

Offerer's Affirmation of Understanding of and Agreement pursuant to New York State Finance Law §139-j (3) and §139-j (6) (b)

New York State Finance Law §139-j(6)(b) provides that:

Every Governmental Entity shall seek written affirmations from all Offerers as to the Offerer's understanding of and agreement to comply with the Governmental Entity's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three of this section.

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible contacts as required by New York State Finance Law §139-j (3) and §139-j (6) (b).

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

Offerer Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Instructions:

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Governmental Entity conducting the Governmental Procurement.

Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____

Date: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No ___ Yes ___

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No ___ Yes ___

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No ___ Yes ___

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No ___ Yes ___

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____
Signature

**Offerer's Certification of Compliance
with State Finance Law §139-k(5)**

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Offerer that all information provided to the Office of General Services with respect to State Finance Law §139-k is complete, true and accurate.

Offerer Certification:

I certify that all information provided to the Office of General Services with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

Procurement Lobbying Termination

The Office of General Services reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Office of General Services may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

New York State Department of Taxation and Finance

Contractor Certification (ST-220-TD)
(Please submit directly to Taxation & Finance)

Contractor Certification to Covered Agency (ST-220-CA)



New York State Department of Taxation and Finance

Contractor Certification

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

For information, consult Publication 223, *Question and Answers Concerning Tax Law Section 5-a (see Need help? below)*.

Contractor name		
Contractor's principal place of business	City	State ZIP code
Contractor's mailing address (if different than above)		
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)	Contractor's telephone number ()
Covered agency name	Contract number or description	Estimated contract value over the full term of the contract (but not including renewals) \$
Covered agency address		Covered agency telephone number

General information

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than \$100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file a Form ST-220-CA, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006)*, available at www.nystax.gov. Information is also available by calling the Tax Department's Contractor Information Center at 1 800 698-2931.

Note: Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

**NYS TAX DEPARTMENT
DATA ENTRY SECTION
W A HARRIMAN CAMPUS
ALBANY NY 12227**

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

Need Help?



Internet access: www.nystax.gov
(for information, forms, and publications)



Fax-on-demand forms: 1 800 748-3676



Telephone assistance is available from
8:00 A.M. to 5:00 P.M. (eastern time),
Monday through Friday.

1 800 698-2931
1 800 462-8100

To order forms and publications:

Sales Tax Information Center:

1 800 462-8100

From areas outside the U.S. and outside Canada:

(518) 485-6800

Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only):

1 800 634-2110



Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

I, _____, hereby affirm, under penalty of perjury, that I am _____
(name) (title)
of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

Make only one entry in each section below.

Section 1 - Contractor registration status

- The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law, and is listed on Schedule A of this certification.
- The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 2 - Affiliate registration status

- The contractor does not have any affiliates.
- To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 3 - Subcontractor registration status

- The contractor does not have any subcontractors.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this _____ day of _____, 20 _____

(sign before a notary public)

(title)



ST-220-CA

(6/06)

New York State Department of Taxation and Finance

Contractor Certification to Covered Agency

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

For information, consult Publication 223, *Question and Answers Concerning Tax Law Section 5-a (see Need Help? on back)*.

Contractor name		For covered agency use only Contract number or description
Contractor's principal place of business	City State ZIP code	
Contractor's mailing address (if different than above)		Estimated contract value over the full term of contract (but not including renewals)
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)	
Contractor's telephone number ()	Covered agency name	\$
Covered agency address		Covered agency telephone number

I, _____, hereby affirm, under penalty of perjury, that I am _____
 (name) (title)
 of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:
 (Mark an X in only one box)

- The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.
- The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____
 (insert contract number or description)
 and, to the best of the contractor's knowledge, the information provided on that previously filed Form T-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this _____ day of _____, 20 ____

(sign before a notary public)

(title)

Instructions

General Information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. This publication is available on our Web site, by fax, or by mail. (See *Need help?* for more information on how to obtain this publication.) In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

If you have questions, please call our information center at 1 800 698-2931.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

- i. The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- ii. The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- iii. The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for *commodities or services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned on or after April 26, 2006 (the effective date of the section 5-a amendments).

Bidder is required to sign both sections on this page

MACBRIDE FAIR EMPLOYMENT PRINCIPLES

**NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES**

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable:

1. Have business operations in Northern Ireland,

Yes No

If yes:

2. Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes No

(Contractor's Signature)

(Name of Business)

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; an) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(Contractor's Signature)

(Name of Business)

EMPLOYEE INFORMATION TO BE REPORTED BY CERTAIN CONSULTANT CONTRACTORS

Instructions for Completing Form A and B

Form A and Form B should be completed for contracts for consulting services in accordance with the following

Form A - Contractor's Planned Employment (to be completed and submitted with bid/quote)

- **Employment Category:** enter the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the planned employees to provide services under the contract.

(Note: Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at online.onetcenter.org to find a list of occupations.)

- **Number of Employees:** enter the total number of employees in the employment category to be employed to provide services under the contract including part time employees and employees of subcontractors.
- **Number of hours:** enter the total number of hours to be worked by the employees in the employment category.
- **Amount Payable under the Contract:** enter the total amount payable by the State to the State contractor under the contract, for work by the employees in the employment category.

Form B – Contractor's Annual Employment Report. (to be completed by May 1st of each year for each consultant contract in effect at any time between the preceding April 1st through March 31st fiscal year and submitted to the Department of Civil Service, Office of the State Comptroller and Office of General Services)

- **Scope of Contract:** choose a general classification of the single category that best fits the predominate nature of the services provided under the contract.
- **Employment Category:** enter the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees providing services under the contract.

(Note: Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at online.onetcenter.org to find a list of occupations.)

- **Number of Employees:** enter the total number of employees in the employment category employed to provide services under the contract during the report period, including part time employees and employees of subcontractors.
- **Number of hours:** enter the total number of hours worked during the report period by the employees in the employment category.
- **Amount Payable under the Contract:** enter the total amount paid by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the report period.

OSC Use Only: Reporting Code: Category Code:

State Consultant Services Contractor's Annual Employment Report Report Period: April 1, to March 31,
--

Contracting State Agency Name:	Agency Code:
Contract Number:	
Contract Term: / / to / /	
Contractor Name:	
Contractor Address:	
Description of Services Being Provided:	

Scope of Contract (Choose one that best fits):

Analysis Evaluation Research Training
 Data Processing Computer Programming Other IT consulting
 Engineering Architect Services Surveying Environmental Services
 Health Services Mental Health Services
 Accounting Auditing Paralegal Legal Other Consulting

O*Net Employment Category <small>(see O*Net on-line at online.onetcenter.org)</small>	Number of Employees	Number of Hours Worked	Amount Payable Under the Contract
Total this page	0	0	\$ 0.00
Grand Total			

Name of person who prepared this report:	
Preparer's Signature: _____	Phone #: _____
Title: _____	
Date Prepared: / /	

Use additional pages if necessary) Page of

Appendix C

Sample Contract

Solicitation No. 1853

SAMPLE

STATE OF NEW YORK
OFFICE OF GENERAL SERVICES
AGREEMENT FOR
(SERVICE PROVIDED)
AT THE XXX XXXX XXXX STATE OFFICE BLDG.
IN NEW YORK, NY
WITH
(CONTRACTOR)
CONTRACT # C00XXXX

THIS AGREEMENT, made this ____ day of _____, 2014 by and between the People of the State of New York, acting by and through the Commissioner of General Services, whose office is on the 41st Floor, Corning Tower Building, the Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242 (hereinafter "Commissioner", "OGS" or "State"), and (Company Name), (hereinafter "Contractor"), with an office at _____.

WITNESSETH:

WHEREAS, the OGS is responsible for the Information Technology Governance Transformation Support Services at the New York State Office of Information Technology Services (ITS) located at Empire State Plaza, Core 4, Albany, NY (hereinafter the "State Office Building") and in fulfilling its responsibility deems it necessary to obtain Information Technology Governance Transformation Support Services therefore, and

WHEREAS, OGS has determined after having solicited proposals from proposers willing to supply these services, that the Contractor submitted the proposal affording the State the best value for such services and that the Contractor possesses the necessary capacity, experience and expertise for provision of Information Technology Governance Transformation Support Services, and that Contractor is ready, willing and able to perform such services on the terms hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties do hereby agree as follows:

1. CONSIDERATION

OGS shall pay the Contractor for all Information Technology Governance Transformation Support Services fees and other fees and expenses in accordance with the amounts and rates

put forth in the Contractor's proposal attached hereto as Appendix "C", which Appendix C is hereby incorporated by reference and made a part hereof as fully as if set forth as length herein. This contract will be established with a not to exceed value of \$0,000,000.00. Services performed beyond this amount will not be compensated.

2. TERM

This contract will commence upon OSC approval and will be in effect for three (3) years with the option of an additional one (1) year extension.

It is anticipated that the majority of the work performed under this contract will be completed within the first 24 months.

3. SERVICES

The Contractor agrees to perform this Agreement and to furnish the services, labor and materials required in connection therewith in accordance with all the specifications, conditions, covenants and representations contained in the Request for Proposals No. 1853, which is annexed as Appendix "B" hereto, and the Contractor's proposal, annexed as Appendix "C" hereto, except as such Appendices B and C have been revised by the terms hereof. Appendix B is hereby incorporated by reference and made a part hereof with the same force and effect as if set forth at length herein.

4. TERMINATION

This Agreement may be terminated in accordance with the termination provisions set forth in the solicitation attached hereto as Appendix B hereof.

A) Termination

The Office of General Services may, upon thirty (30) days notice, terminate the contract resulting from this solicitation in the event of the awarded Bidder's failure to comply with any of the proposal's requirements unless the awarded Bidder obtained a waiver of the requirement. In addition, OGS may also terminate any contract resulting from this solicitation upon ten (10) days written notice if the Contractor makes any arrangement or assignment for the benefit of the creditors.

Furthermore, OGS shall have the right, in its sole discretion, at any time to terminate a contract resulting from this solicitation, or any unit portion thereof, with or without cause, by giving thirty (30) days written notice of termination to the Contractor.

Any termination by OGS under this Section shall in no event constitute or be deemed a breach of any contract resulting from this solicitation and no liability shall be incurred by or arise against the Office of General Services, its agents and employees therefore for lost profits or any other damages.

B.) Procurement Lobbying Termination

The Office of General Services reserves the right to terminate this Agreement in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Office of General Services may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this Agreement.

5. RECORDS

The Contractor will maintain accurate records and accounts of services performed and monies expended under this Agreement. Such records will be maintained for six (6) years following the close of the State fiscal year to which they pertain and will be made available to representatives of OGS or the New York State Comptroller, as may be necessary for auditing purposes, upon request.

6. TAXES

The Contractor will be responsible for all applicable Federal, State and Local taxes and all FICA contributions.

7. INDEPENDENT CONTRACTOR

It is understood and agreed that the legal status of the Contractor, its subcontractors, agents, officers and employees is that of an independent contractor and in no manner shall they be deemed employees or agents of the State of New York and, therefore, are not entitled to any of the benefits associated with such employment or designation.

8. APPENDIX A

Appendix A, Standard Clauses for New York State Contracts, attached hereto, is hereby expressly made a part of this Agreement as fully as if set forth at length herein.

9. ASSIGNMENT

Contractor agrees that it will not assign this Agreement, or any interest therein without the prior written consent of the Commissioner of General Services.

10. LAW

This Agreement shall be governed by the laws of the State of New York.

11. CONDITIONS PRECEDENT

This Agreement shall not be deemed executed, valid or binding unless and until approved in writing by the Attorney General and the State Comptroller.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and this Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties hereto.

13. EXECUTORY CLAUSE

This Agreement shall be deemed executory only to the extent of money available to the State for performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for purposes thereof.

14. INCONSISTENCIES

In the event of any discrepancy, disagreement or ambiguity between this contract agreement and Appendix B "Solicitation" and/or Appendix C "Proposal", or between any Appendices, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity:

- (i) Appendix A
- (ii) This contract agreement
- (iii) Appendix B – Solicitation #1853 including Addenda
- (iv) Appendix C – Contractor's Proposal

The parties understand and agree that any and all deviations or exceptions taken by Contractor to the State's Request for Proposal are hereby withdrawn except only to the extent that such exceptions or deviations have been explicitly incorporated into this contract agreement.

15. FORCE MAJEURE

Neither party hereto will be liable for losses, defaults, or damages under this Agreement which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Agreement, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such

cause.

16. ASSIGNMENT BY STATE

The State agrees not to assign this Agreement without prior notice to and reasonable consent of the Contractor provided, however, that this Agreement may be assigned without such consent to another agency or subdivision of the State pursuant to a governmental reorganization or assignment of functions under which the pertinent functions of OGS as an agency are transferred to a successor agency or subdivision of the State.

17. NOTICES

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Agreement shall be in writing and shall be validly given when mailed by registered or certified mail, overnight carrier or hand delivered, (i) if to the State, addressed to the State at its address set forth above, and (ii) if to Contractor, addressed to Contractor at its address set forth above. The parties may from time to time, specify any address in the United States as its address for purpose of notices under this Agreement by giving fifteen (15) days written notice to the other party. The parties agree to mutually designate individuals as their respective representatives for the purposes of this Agreement.

18. CAPTIONS

The captions contained in this Agreement are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

19. SEVERABILITY

In the event that any one or more of the provisions of this Agreement shall for any reason be declared unenforceable under the laws or regulations in force, such provision will not have any effect on the validity of the remainder of this Agreement, which shall then be construed as if such unenforceable provision had never been written or was never contained in this Agreement.

20. IRAN DIVESTMENT ACT

By entering into this Contract, Contractor certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the Prohibited Entities List before OGS may approve a request for Assignment of Contract.

During the term of the Contract, should OGS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, OGS will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then OGS shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

OGS reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the Contract, and to pursue a responsibility review with Contractor should it appear on the Prohibited Entities List hereafter.

21. INFORMATION SECURITY BREACH

In accordance with the Information and Security Breach Notification Act (ISBNA) (Chapter 442 of the Laws of 2005, as amended by Chapter 491 of the Laws of 2005), a Contractor with OGS shall be responsible for all applicable provisions of the ISBNA and the following terms herein with respect to any private information (as defined in the ISBNA) received by or on behalf of OGS under this Agreement.

- Contractor shall supply OGS with a copy of its notification policy, which shall be modified to be in compliance with this provision, as well as OGS's notification policy.
- Contractor must encrypt any database fields and backup tapes that contain private data elements, as set forth in the ISBNA.
- Contractor must ensure that private data elements are encrypted in transit to / from their systems.
- In general, contractor must ensure that private data elements are not displayed to users on computer screens or in printed reports; however, specific users who are authorized to view the private data elements and who have been properly authenticated may view/receive such data.
- Contractor must monitor for breaches of security to any of its systems that store or process private data owned by OGS.
- Contractor shall take all steps as set forth in ISBNA to ensure private information shall not be released without authorization from OGS.
- In the event a security breach occurs as defined by ISBNA Contractor shall immediately notify OGS and commence an investigation in cooperation with OGS to determine the scope of the breach.

- Contractor shall also take immediate and necessary steps needed to restore the information security system to prevent further breaches.
- Contractor shall immediately notify OGS following the discovery that OGS's system security has been breached.
- Unless the Contractor is otherwise instructed, Contractor is to first seek consultation and receive authorization from OGS prior to notifying the individuals whose personal identity information was compromised by the breach of security, the State Office of Cyber Security and Critical Infrastructure Coordination, the State Consumer Protection Board, the Attorney General's Office or any consuming reporting agencies of a breach of the information security system or concerning any determination to delay notification for law enforcement investigations.
- Contractor shall be responsible for providing all notices required by the ISBNA and for all costs associated with providing said notices.
- This policy and procedure shall not impair the ability of the Attorney General to bring an action against the Contractor to enforce all provisions of the ISBNA or limit the Contractor's liability for any violations of the ISBNA.

22. MWBE/EEO

I. General Provisions

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State Certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

II. Contract Goals

- A. OGS hereby establishes an overall goal of 20% for MWBE participation, 10% for Minority-Owned Business Enterprises (“MBE”) participation and 10% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <http://www.esd.ny.gov/mwbe.html>. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.
- C. Pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to OGS for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
 - 1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job

assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

2. The Contractor shall certify and affirm that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof is Contractor's equal employment opportunity policy.
3. The Contractor's EEO policy statement shall include the following language:
 - a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 3 and Paragraph "E" of this Section II, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

- C. To ensure compliance with this Section, the Contractor shall submit Form EEO 100-Staffing Plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic

background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their contract.

- D. Form EEO 102 - Workforce Employment Utilization Report ("Workforce Report")
Contractor agrees it is responsible for updating and providing notice to the OGS of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
- E. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

23. CONTRACTOR RESPONSIBILITY

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS or her designee issues a written notice authorizing a resumption of performance under the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of OGS or her designee to be non-responsible. In such event, the Commissioner of OGS or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

SAMPLE

CONTRACT NO. C00XXXX

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Agency Certification

"In addition to the acceptance of this Contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

(Company Name)

THE PEOPLE OF THE STATE OF NEW YORK

By: _____ By: _____
Name: Name:
Title: Title:
Federal I.D. No.: Date:
Date:

APPROVED AS TO FORM
Eric Schneiderman
Attorney General

APPROVED
Thomas P. DiNapoli
State Comptroller

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF _____ }

: SS.:

COUNTY OF _____ }

On the ____ day of _____ in the year 20 __ , before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he resides at _____, Town of _____, County of _____, State of _____; and further that:

[Check One]

If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

If a corporation): _he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

If a partnership): _he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

If a limited liability company): _he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No. _____

State of: _____

Appendix A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

[Text not included at this time because it is included elsewhere in the solicitation. Will be added when contract is finalized]

Appendix B

Request for Proposal

Appendix C

Contractor's Proposal

END SAMPLE CONTRACT

RFP 1853 - Information Technology Governance Transformation Support Services

Attachment 1- COST PROPOSAL

Instructions and Cost proposal

RFP 1853 - Information Technology Governance Transformation Support Services
Attachment 1- COST PROPOSAL INSTRUCTIONS

Section 1 -Fixed Cost Deliverables price shall be represented as the Offeror's fixed price for each of the established deliverables and services described in "Section 5.2 Scope of Contract for the Three (3) year term of the contract.

Section 2 - Additional Services Key Personnel price shall be represented as the Offeror's proposed hourly rates for the 14 labor categories / titles /roles defined in "Section 5.3 Contractor Key Personnel." An estimated number of annual hours will be used on the Cost Proposal Form for evaluation purposes.

Section 3 - Contract Term price shall be represented as Section 2- Additional Services Key Personnel multiplied by the three (3) year term of the contract.

Section 4-Grand Total Contract Cost price shall be represented as Section 3-Contract Term price plus Section 1-Fixed Cost Deliverables price.

RFP 1853 Information Technology Governance Transformation Support Services				
Attachment 1 - COST PROPOSAL				
<i>Vendor:</i> _____				
Section 1		<i>Based on 3 years</i>		
Fixed Cost Deliverables		Amount		
Project Portfolio Management	\$	-		
Project Management Standards Development	\$	-		
Service Management	\$	-		
Performance Management	\$	-		
Strategic Planning	\$	-		
ServiceNow Support	\$	-		
Organizational Change Management Support	\$	-		
Office365 Support	\$	-		
1. Fixed Cost Deliverables Total =		\$	-	
Section 2		<i>Based on 1 year</i>		
Additional Services /Key Personnel		Hourly Rate Each Title	Hours	Total
Engagement Manager	\$	-	980	\$ -
Project Manager	\$	-	2080	\$ -
Project Portfolio Manager	\$	-	980	\$ -
IT Project Portfolio Strategic Planner	\$	-	160	\$ -
ITIL Implementation Specialist	\$	-	1040	\$ -
ServiceNow Technologist	\$	-	1040	\$ -
Business Analyst	\$	-	160	\$ -
Microsoft Office365 Business Intelligence Technology	\$	-	160	\$ -
Data Warehouse ETL Technologist	\$	-	160	\$ -
Microsoft SharePoint Architect \ Technologist	\$	-	980	\$ -
Technical Writer	\$	-	160	\$ -
Specialist I	\$	-	50	\$ -
Specialist II	\$	-	50	\$ -
Specialist III	\$	-	60	\$ -
2. Additional Services/ Key Personnel Total =		\$	-	
Section 3				
Contract Term - 3 years (Section 2 Total x 3 years)		3. Contract Term Total =		\$ -
Section 4				
GRAND TOTAL CONTRACT COST		4. Grand Total Contract Cost =		\$ -

RFP 1853 Information Technology Governance Transformation Support Services
Attachment 3 - COMPANY REFERENCE CHECK FORM

(Proposers must provide two (2) References to support the company's experience. Please submit one form per reference.)

<u>YOUR COMPANY'S INFORMATION</u>	
Company Name:	_____
Signature:	_____
Company Address	_____

Year Business Began	_____ / _____ / _____
	No. of Years in Business _____

<u>REFERENCE CUSTOMER'S INFORMATION</u>	
Customer Name	_____
Customer Signature	_____
Customer Address	_____

Contact Person	_____
Telephone Number	_____
Facsimile Number	_____
E-Mail Address (if applicable)	_____
Date Range of Service	_____ / _____ / _____ To _____ / _____ / _____
Dollar Value of Contract	_____
Description of services provided, including monthly billable hours:	

RFP 1853 Information Technology Governance Transformation Support Services	
Attachment 5 – <u>CONTRACTOR KEY PERSONNEL IDENTIFIED</u>	
Role/Title	Name of Proposed Key Personnel
Engagement Manager	
Project Manager	
Project Portfolio Manager	
IT Project Portfolio Strategic Planner	
ITIL Implementation Specialist	
ServiceNow Technologist	
Business Analyst	
Microsoft Office365 Business Intelligence Technology	
Data Warehouse ETL Technologist	
Microsoft SharePoint Architect \ Technologist	
Technical Writer	
Specialist I	
Specialist II	
Specialist III	

RFP 1853, ITS Information Technology Governance Transformation Support Services				
Exhibit 1- Proposer Submission Checklist				
Contents		RFP Section	Proposer's Proposal Section	Proposer's Proposal Page
1	Technical Proposal – Please submit four (4) signed originals, Attachments 2 to 5 and Exhibits 1, 2, & 4	§ 2 & § 5		
	4- Copies Technical Proposal, Attachments 2 to 5 and Exhibits 1, 2, & 4			
	<u>Cover Letter</u>	§ 2.2.1		
	Minimum Requirements	§ 2.2.2		
	<i>Minimum Qualification Verification Form</i>	Attachment 2		
	<u>Project Approach</u>	§ 2.2.3		
	Company Experience and Qualifications	§ 2.2.4		
	<i>Company Reference Check Form</i>	Attachment 3		
	<u>Proposed Personnel Experience and Qualifications</u>	§ 2.2.5		
	Candidate Reference Check Form	Attachment 4		
	<u>Other Attachments, Exhibits</u>			
	<i>Proposers Requirments Form</i>	Attachment 5		
	<i>Proposers Submission Checklist</i>	Exhibit 1		
	<i>Bidder Qualifiaction Check List</i>	Exhibit 2		
	<i>Confidentiality Statement</i>	Exhibit 4		
2	Administrative Proposal – four (4) fully executed originals (all forms <i>must</i> be completed and submitted)	Appendix B		
	<i>Contractor Information Page</i>			
	<i>Corporate Acknowledgement (must be notarized)</i>			
	<i>Offerer’s Affirmation of Understanding of and Agreement pursuant to New York State Finance Law</i>			
	<i>Offerer Disclosure of Prior Non Responsibility Determinations</i>			

Contents	RFP Section	Proposer's Proposal Section	Proposer's Proposal Page
<i>Offerer's Certification of Compliance with State Finance Law §139 k(5)</i>			
<i>ST 220 -CA Taxation and Finance Covered Agency Certification</i>			
<i>MacBride Principles</i>			
<i>Non/Collusive Bidding Certification</i>			
<i>Consultant Contractor Forms A & B</i>			
<u>RFP Section 6 Items to be included with Administrative Proposal</u>			
<i>EEO 100 Staffing Plan (can be found at http://www.ogs.ny.gov/MWBE/Forms.asp)</i>	§ 6.8		
<i>MWBE 100 (can be found at: http://www.ogs.ny.gov/MWBE/Forms.asp)</i>	§ 6.8		
<i>Vendor Responsibility Questionnaire (can be found at http://portal.osc.state.ny.us)To be completed and certified on-line. A paper copy need not be submitted)</i>	§ 6.17		
3 Cost Proposal – Please submit four (4) signed originals	Attachment 1		
4 Four (4) Signed originals of all addenda released with this solicitation			
<i>I certify, with my signature below, that all required information listed above is complete and included in this bid submission.</i>			
<i>Signature</i>		<i>Date</i>	

RFP 1853, ITS Information Technology Governance Transformation Support Services				
Exhibit 2- Bidder Minimum Qualification Checklist				
<i>Please indicate and certify whether you firm meets the following minimum Bidder Qualifications. Any omission will be reflected as a No reply.</i>			<u>Yes</u>	<u>No</u>
1	1. The proposer must be a firm that specializes in assisting organizations create and sustain project portfolio management and project management services. OGS will not accept a Proposal from a temporary service company that has provided portfolio and project management services as part of a Scope of Work for a project.			
2	Proposer must have a minimum of five (5) years' experience, within the past seven (7) years, as a Project Portfolio or Project Management Company within their current business structure.			
3	Proposer must have a minimum of three (3) years' experience, within the past seven (7) years, managing and measuring projects using the New York State Project Management Guidebook as the exclusive project management framework.			
4	Proposer must have experience including three (3) Government projects (National, State or Local level) wherein the Proposer was the Contractor responsible for:			
4	a. Development or delivery of formal project portfolio management or project management training and/or mentoring programs. The work experience of the Proposer must include development of curriculum used in formal training or mentoring forums or,			
4	b. Providing broad assistance before, during, and after a transformational business process reengineering project. Activities required to assure the success of an organizational transformation project include, but are not limited to, leadership and management development, communication, organizational change management, training, organizational planning, succession planning, and documented standards and procedures or,			
4	c. Serving as transformation partner to the client organization (via executive leadership or steering committee structure) helping the organization identify, scope, plan and sequence the best activities required to successfully complete a transformational business process reengineering effort or,			
4	d. Provided detailed assistance in establishing and documenting formal strategic planning processes.			
Certified By: _____ Date: _____				

RFP 1853, ITS Information Technology Governance
Transformation Support Services

Exhibit 3 - Preferred Qualification of Candidates

Please use this as a reference for candidate qualifications.
Do not return with proposal.

Table 1, Engagement Manager

Requirement Description
84 Months Hands-on Project Manager of large scale (20+ active team member) projects using the Project Management Institute PMBOK methodology.
60 months Hands-on Project Manager of large scale (500+ employee) organizational change projects that delivered the envisioning processes and communication programs to drive fundamental change and continuous improvement in the client organization using the Project Management Institute PMBOK methodology or other internationally recognized formal project management approach.
36 months Hands-on Engagement Manager of large scale (500+ employee) organizational change projects that required multiple concurrent initiatives. Demonstrated experience must include serving as a program manager responsible for overseeing the efforts of a team of project managers. Substantial experience with executive leadership communication and demonstrated experience serving as a partner with the performing (client) organization helping to select, plan, scope, and sequence the optimal activities to complete transformational business process reengineering.
60 Months Certified Project Management Professional (PMP) or Certified Program Management Professional (PgMP) by the Project Management Institute (PMI).
24 months Microsoft Office 2010 experience including MS-Word, MS-Excel, MS-PowerPoint, MS-Visio and MS-Project
12 months Hands-on Project Manager of projects that utilized the formal project management approach detailed in the New York State Project Management Guidebook, Release 2 including all the major project management phase deliverables.
12 months Hands-on Project Manager of, or Subject Matter Expert participation in, projects that assisted a New York State government agency complete transformational business process reengineering.
Bachelor's Degree from an institution accredited by one of six regional agencies that accredit U.S. colleges and universities as recognized by both the U.S. Department of Education and the Council for Higher Education Accreditation.
English speaking reference available for telephone interview between 8:00am and 6:0pm (EST) willing to verify and validate Contractor Key Personnel experience as submitted in support of this RFP.

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Candidate(s) is/are available for an English language telephone interview between 8:00am and 6:00pm (EST) to discuss and detail experience, skills and work history.

Table 2, Project Manager

Requirement Description
84 Months Hands-on Project Manager of large scale (20+ active team member) projects using the Project Management Institute PMBOK methodology.
60 months Hands-on Project Manager of large scale (500+ employee) organizational change projects that delivered the envisioning processes and communication programs to drive fundamental change and continuous improvement in the client organization using the Project Management Institute PMBOK methodology or other internationally recognized formal project management approach.
48 months Hands-on Project Manager of large scale (500+ employee) organizational change projects that required a detailed assessment of the historical “as is” operational environment and the development of an assessment, gap analysis and roadmap for implementing new process, procedures, policies and forms in the client organization using the Project Management Institute PMBOK methodology or other internationally recognized formal project management approach.
60 Months Certified Project Management Professional (PMP) or Certified Program Management Professional (PgMP) by the Project Management Institute (PMI).
24 months Microsoft Office 2010 experience including MS-Word, MS-Excel, MS-PowerPoint, MS-Visio and MS-Project
12 months Hands-on Project Manager of projects that utilized the formal project management approach detailed in the New York State Project Management Guidebook, Release 2 including all the major project management phase deliverables.
12 months Hands-on Project Manager of, or Subject Matter Expert participation in, projects that assisted a New York State government agency establish a formal Project Management Office or a formal project portfolio management practice.
Bachelor’s Degree from an institution accredited by one of six regional agencies that accredit U.S. colleges and universities as recognized by both the U.S. Department of Education and the Council for Higher Education Accreditation.
English speaking reference available for telephone interview between 8:00am and 6:0pm (EST) willing to verify and validate Contractor Key Personnel experience as submitted in support of this RFP.
Candidate(s) is/are available for an English language telephone interview between 8:00am and 6:0pm (EST) to discuss and detail experience, skills and work history.

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Table 3, Project Portfolio Manager

Requirement Description
84 Months Hands-on Project Manager of large scale (20+ active team member) projects using the Project Management Institute PMBOK methodology.
60 months Hands-on Project Manager of large scale (500+ employee) organizational change projects that delivered the envisioning processes and communication programs to drive fundamental change and continuous improvement in the client organization using the Project Management Institute PMBOK methodology or other internationally recognized formal project management approach.
48 months Hands-on Project Manager of large scale (500+ employee) organizational change projects that required a detailed assessment of the historical “as is” operational environment and the development of an assessment, gap analysis and roadmap for implementing new process, procedures, policies and forms in the client organization using the Project Management Institute PMBOK methodology or other internationally recognized formal project management approach.
36 months hands-on Project Manager of, or subject matter expert participation in, a large scale (100+ Project / \$10,000,000 annual IT spending budget or greater) information technology project portfolio management system implementation including the identification of the mandatory project data points for high value initiatives and optional project data points for non-critical projects, the project data reporting cycles, portfolio content reporting and analytics, and the portfolio performance review roles, responsibilities and processes.
60 Months Certified Project Management Professional (PMP) or Certified Program Management Professional (PgMP) by the Project Management Institute (PMI).
24 months Microsoft Office 2010 experience including MS-Word, MS-Excel, MS-PowerPoint, MS-Visio and MS-Project
12 months Hands-on Project Manager of projects that utilized the formal project management approach detailed in the New York State Project Management Guidebook, Release 2 including the major project management phase deliverables.
Bachelor’s Degree from an institution accredited by one of six regional agencies that accredit U.S. colleges and universities as recognized by both the U.S. Department of Education and the Council for Higher Education Accreditation.
English speaking reference available for telephone interview between 8:00am and 6:0pm (EST) willing to verify and validate Contractor Key Personnel experience as submitted in support of this RFP.

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Table 4, Strategic Planner

Requirement Description
60 Months Hands-on Strategic Planning experience in large scale (200+ employee / \$25 million annual operating budget) organizations using the Association for Strategic Planning “Think Plan Act” approach or other internationally recognized strategic planning methods.
36 Months Hands-on Strategic Planning Leadership experience in large scale (200+ employee / \$25 million annual operating budget) organizations using the Association for Strategic Planning “Think Plan Act” approach or other internationally recognized strategic planning methods.
24 Months Hands-on Strategic Planning experience supporting the integration of organizational strategic goals with Information Technology vision using the Association for Strategic Planning “Think Plan Act” approach or other internationally recognized strategic planning methods.
24 Months Hands-on Strategic Planning research and analysis experience supporting formal strategic planning using the Association for Strategic Planning “Think Plan Act” approach or other internationally recognized strategic planning methods.
36 Months Certified Strategic Planning Professional (SPP) or Strategic Management Professional (SPA) by the Association for Strategic Planning or similar internationally recognized certification.
24 months Microsoft Office 2010 experience including MS-Word, MS-Excel, MS-PowerPoint, MS-Visio and MS-Project
Master’s Degree from an institution accredited by one of six regional agencies that accredit U.S. colleges and universities as recognized by both the U.S. Department of Education and the Council for Higher Education Accreditation or global equivalent.
Bachelor’s Degree from an institution accredited by one of six regional agencies that accredit U.S. colleges and universities as recognized by both the U.S. Department of Education and the Council for Higher Education Accreditation.
English speaking reference available for telephone interview between 8:00am and 6:0pm (EST) willing to verify and validate Contractor Key Personnel experience as submitted in support of this RFP.
Candidate(s) is/are available for an English language telephone interview between 8:00am and 6:0pm (EST) to discuss and detail experience, skills and work history.

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Table 5, ITIL Implementation Specialist

Requirement Description
60 Months Hands-on experience in large scale (200+ employee) IT organizations working to design, document and implement ITIL-based service management across the IT service delivery spectrum.
48 Months Hands-on experience in large scale (200+ employee) IT organizations working to design, document and implement ITIL v3-based service management. Experience must include deploying Event, Incident, Problem, Change, Service Asset and Configuration, Service Request, and Service Catalog management.
36 Months Hands-on experience in large scale (200+ employee) IT organizations working to design, document and implement ITIL v3-based service management. Experience must include deploying Release & Deployment, Demand, Service Portfolio, Service Validation, Capacity, Access, Transition Planning, Service Continuity, Supplier and Knowledge management.
36 Months Hands-on experience in large scale (200+ employee) IT organizations working to design, document and implement ITIL v3-based service management. Experience must include deploying Strategy, Financial, Availability, Service Level, Information Security, Service Measurement, Service Reporting and Service Improvement management.
24 Months Hands-on Leadership experience in large scale (200+ employee) IT organizations bringing ITIL-based IT service management to the delivery of information technology services. Experience must include directing technical teams through all phases of ITIL-v3 service management practice.
24 months experience preparing detailed English language end user requirement documents and technical documentation for technical and non-technical consumers.
24 Months Certified ITIL Expert level as defined by the APM Group, Ltd.
36 Months Certified ITIL Managing Across the Lifecycle (MALC) level as defined by the APM Group, Ltd.
24 months Microsoft Office 2010 experience including MS-Word, MS-Excel, MS-PowerPoint, MS-Visio and MS-Project
Bachelor's Degree from an institution accredited by one of six regional agencies that accredit U.S. colleges and universities as recognized by both the U.S. Department of Education and the Council for Higher Education Accreditation.

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English speaking reference available for telephone interview between 8:00am and 6:0pm (EST) willing to verify and validate Contractor Key Personnel experience as submitted in support of this RFP.
Candidate(s) is/are available for an English language telephone interview between 8:00am and 6:0pm (EST) to discuss and detail experience, skills and work history.

Table 6, ServiceNow Technologist

Requirement Description
72 months Hands-on technical experience with business information systems integration or custom business application design and development in a professional technology consulting, corporate or public sector IT or software development environment.
48 Months Hands-on experience developing, customizing, and deploying Software as a Service in support of large scale (1000+ consumer) systems.
48 Months Hands-on experience developing, customizing, and deploying IT service management (ITSM) systems (e.g. HP Service Manager, BMC Remedy, CA Service Desk etc.) in support of large scale (1000+ consumer) systems.
36 Months Hands-on experience developing, customizing, and deploying the ServiceNow ITSM SaaS solution. The experience must have included designing, building and deploying solutions in 3 or more of the following: On Line Service Catalog and Request Management, Asset Management, Configuration Management, and Incident and Problem Management.
12 Months Hands-on experience developing, customizing, and deploying the ServiceNow ITSM SaaS solution. The experience must have included designing, building and deploying solutions in IT cost management, IT Governance, Project and Portfolio management or Performance Analytics.
24 months thought leadership on best practices for the architectural design of an IT Service Management software as a service deployment for a large size (200+ employee) IT organization.
24 months experience mentoring junior developers in various components of ITIL, Service Management, Software as a Service, or various aspects of the ServiceNow platform.
60 Months Hands-on experience in JavaScript or similar scripting language used to perform HTML manipulations in a browser and interact with a Java built back-end system.
18 Months ServiceNow Certified System Administrator as defined by the ServiceNow

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Certification process.
12 Months ServiceNow Certified Implementation Specialist as defined by the ServiceNow Certification process.
24 months Microsoft Office 2010 experience including MS-Word, MS-Excel, MS-PowerPoint, MS-Visio and MS-Project
24 months experience preparing detailed English language end user requirement documents and technical documentation for technical and non-technical consumers.
Bachelor’s Degree from an institution accredited by one of six regional agencies that accredit U.S. colleges and universities as recognized by both the U.S. Department of Education and the Council for Higher Education Accreditation.
English speaking reference available for telephone interview between 8:00am and 6:0pm (EST) willing to verify and validate Contractor Key Personnel experience as submitted in support of this RFP.
Candidate(s) is/are available for an English language telephone interview between 8:00am and 6:0pm (EST) to discuss and detail experience, skills and work history.

Table 7, Business Analyst

Requirement Description
60 months Hands-on Business Analysis experience reviewing and assessing organization change readiness including but not limited to the organizational forms, procedures, policies and graphical depictions of workflow with supporting narrative detail.
60 months Hands-on Business Analysis experience drafting, modifying and shepherding forms, procedures, policies and graphical depictions of workflow with supporting narrative detail through to final, leadership approved publication.
48 months Hands-on Business Analysis experience identifying and documenting the data requirements to support both functional and informational requirements of a proposed system including data mapping of existing systems, modeling proposed systems, and preparing gap analysis materials.
36 Months Hands-on experience working with technical writers to produce publication ready documents for technical and non-technical audiences including but not limited to organizational strategic plans, Target Environment Reports, end-user training manuals, posters, brochures, and service catalogs.
24 months experience developing the materials to support conducting group activities such as focus groups, training programs, advance team (Champion) meetings, user groups etc.

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24 months experience facilitating group activities such as focus groups, training programs, advance team (Champion) meetings, user groups etc.
12 months Certification of Competency in Business Analysis (CCBA) or Certified Business Analysis Professional (CBAP) from the International Institute of Business Analysis.
24 months Microsoft Office 2010 experience including MS-Word, MS-Excel, MS-PowerPoint, MS-Visio and MS-Project
24 months experience preparing detailed English language end user requirement documents and technical documentation for technical and non-technical consumers.
Bachelor’s Degree from an institution accredited by one of six regional agencies that accredit U.S. colleges and universities as recognized by both the U.S. Department of Education and the Council for Higher Education Accreditation.
English speaking reference available for telephone interview between 8:00am and 6:0pm (EST) willing to verify and validate Contractor Key Personnel experience as submitted in support of this RFP.
Candidate(s) is/are available for an English language telephone interview between 8:00am and 6:0pm (EST) to discuss and detail experience, skills and work history.

Table 8, Office365 Business Intelligence Technologist

Requirement Description
60 months Hands-on data warehouse development experience including but not limited to dimensional modeling, source-to-target mappings, software development to extract, transform, and load data from operational systems into an enterprise data warehouse. .
60 months Hands-on experience deploying Business Intelligence systems on the Microsoft SQL-Server platform including SQL-Server Reporting Services.
24 months Hands-on experience deploying Business Intelligence systems on the Microsoft SQL-Server 2008 R2 or higher platform including SQL-Server Reporting Services, Analysis Services, and Integration Services.
24 months Hands-on experience deploying Business Intelligence systems on the Microsoft SQL-Server 2008 R2 or higher platform including SQL-Server Reporting Services building and deploying drill through, linked and cascading reports.
24 months Hands-on experience deploying Business Intelligence systems on the Microsoft SQL-Server 2008 R2 or higher platform including SQL-Server Reporting Services building and

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deploying drill through, linked and cascading reports.
60 months Hands-on experience crafting complex queries in Transact-SQL with demonstrated understanding of advanced SQL coding techniques.
48 months Certification in Microsoft Certified Technology Specialist (MCTS): SQL Server 2008, Business Intelligence Development and Maintenance (or SQL Server 2012).
24 months Microsoft Office 2010 experience including MS-Word, MS-Excel, MS-PowerPoint, and MS-Visio.
12 months Microsoft Office 365 experience including MS-Word, MS-Excel, MS-PowerPoint, MS-Visio and
24 months experience preparing detailed English language end user requirement documents and technical documentation for technical and non-technical consumers.
Bachelor’s Degree from an institution accredited by one of six regional agencies that accredit U.S. colleges and universities as recognized by both the U.S. Department of Education and the Council for Higher Education Accreditation.
English speaking reference available for telephone interview between 8:00am and 6:0pm (EST) willing to verify and validate Contractor Key Personnel experience as submitted in support of this RFP.
Candidate(s) is/are available for an English language telephone interview between 8:00am and 6:0pm (EST) to discuss and detail experience, skills and work history.

Table 9, ETL Data Warehouse Technologist

Requirement Description
60 months Hands-on data warehouse development experience including but not limited to dimensional modeling, source-to-target mappings, software development to extract, transform, and load data from operational systems into an enterprise data warehouse. .
60 months Hands-on experience deploying Business Intelligence systems on the Microsoft SQL-Server platform including SQL-Server Integration Services.
24 months Hands-on experience deploying Business Intelligence systems on the Microsoft SQL-Server 2008 R2 or higher platform including SQL-Server Reporting Services, Analysis Services, and Integration Services.
24 months Hands-on experience deploying Business Intelligence systems on the Microsoft SQL-Server 2008 R2 or higher platform demonstrating end-to-end utilization of the SQL Server

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Integration Services (SSIS) to design, develop, implement and support, the information architecture necessary to extract data from multiple disparate data sources, transform the data with dynamic table-driven business rules, and load the data into star schema (dimensional model) structures to support on line analysis.
60 months Hands-on experience crafting complex queries in Transact-SQL with demonstrated understanding of advanced SQL coding techniques.
48 months Certification in Microsoft Certified Technology Specialist (MCTS): SQL Server 2008, Business Intelligence Development and Maintenance (or SQL Server 2012).
24 months Microsoft Office 2010 experience including MS-Word, MS-Excel, MS-PowerPoint, MS-Visio and MS-Project
24 months experience preparing detailed English language end user requirement documents and technical documentation for technical and non-technical consumers.
Bachelor’s Degree from an institution accredited by one of six regional agencies that accredit U.S. colleges and universities as recognized by both the U.S. Department of Education and the Council for Higher Education Accreditation.
English speaking reference available for telephone interview between 8:00am and 6:0pm (EST) willing to verify and validate Contractor Key Personnel experience as submitted in support of this RFP.
Candidate(s) is/are available for an English language telephone interview between 8:00am and 6:0pm (EST) to discuss and detail experience, skills and work history.

Table 10, Microsoft SharePoint Architect \ Technologist

Requirement Description
60 months Hands-on data warehouse development experience including but not limited to dimensional modeling, source-to-target mappings, software development to extract, transform, and load data from operational systems into an enterprise data warehouse. .
48 months Hands-on experience deploying Microsoft SharePoint based solutions for file sharing, dashboards and business intelligence. Demonstrated in-depth technical experience with Microsoft Office SharePoint and its technologies: Web Parts, Event Receivers, Master Pages, MMS, SharePoint Designer, and SharePoint security.
24 months Hands-on thought leadership and best practices for the architectural design of a SharePoint based enterprise information portal serving a large size (1000+ employee)

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organization.
24 months Hands-on experience deploying Business Intelligence systems on the Microsoft SharePoint platform including workflow, performance point services and business intelligence. Experience to include architecting the enterprise portal solution from conceptual design to physical deployment.
24 months Hands-on experience integrating SharePoint with MS-Office tools, especially Microsoft Excel. Experience designing and deploying dashboards and scorecards using SharePoint Services 2010 including Chart Report and Grid Report and developing components using Dashboard Designer Tool and using SQL Server Analysis Services (SSAS) for data sourcing.
60 months Hands-on experience crafting complex queries in Transact-SQL with demonstrated understanding of advanced SQL coding techniques.
24 months Certification in Microsoft Office SharePoint Server, Business Intelligence.
24 months Microsoft Office 2010 experience including MS-Word, MS-Excel, MS-PowerPoint, MS-Visio and MS-Project
24 months experience preparing detailed English language end user requirement documents and technical documentation for technical and non-technical consumers.
Bachelor's Degree from an institution accredited by one of six regional agencies that accredit U.S. colleges and universities as recognized by both the U.S. Department of Education and the Council for Higher Education Accreditation.
English speaking reference available for telephone interview between 8:00am and 6:0pm (EST) willing to verify and validate Contractor Key Personnel experience as submitted in support of this RFP.
Candidate(s) is/are available for an English language telephone interview between 8:00am and 6:0pm (EST) to discuss and detail experience, skills and work history.

Table 11, Technical Writer

Requirement Description
60 months Hands-on experience with understanding business information systems or custom business application design and clearly describing systems, system components, procedures and organizational rules in written English language documents.

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48 months Technical Team leadership and editing for the delivery of a wide range of English language communication materials including organizational newsletters, HR policy, IT policy, organizational change management, technical documentation and user guides.
36 months Hands-on technical writing experience working independently in a deliverable oriented project environment producing cover-to-cover English language written materials.
24 months Hands-on in-depth technical writing experience preparing organizational change management materials including English language policy, procedure and workflow documentation.
24 months Hands-on demonstrated detail oriented, persistent copy editing experience with a wide range of English language communication materials.
24 months Microsoft Office 2010 experience including MS-Word, MS-Excel, MS-PowerPoint, MS-Visio.
Master's Degree from an institution accredited by one of six regional agencies that accredit U.S. colleges and universities as recognized by both the U.S. Department of Education and the Council for Higher Education Accreditation.
Bachelor's Degree from an institution accredited by one of six regional agencies that accredit U.S. colleges and universities as recognized by both the U.S. Department of Education and the Council for Higher Education Accreditation or global equivalent.
English speaking reference available for telephone interview between 8:00am and 6:0pm (EST) willing to verify and validate Contractor Key Personnel experience as submitted in support of this RFP.
Candidate(s) is/are available for an English language telephone interview between 8:00am and 6:0pm (EST) to discuss and detail experience, skills and work history.

Table 12, Specialist

Requirement Description
Candidates may have varied experience
Specialist I - Any additional resource types bringing specialized skills with between 36-60 months experience, needed by the proposer's approach not described by the twelve (12) identified resource types.
Specialist II -- Any additional resource types bringing specialized skills with between 61-84

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months experience, needed by the proposer’s approach not described by the twelve (12) identified resource types.
Specialist III - Any additional resource types bringing specialized skills with 84+ months experience, needed by the proposer’s approach not described by the twelve (12) identified resource types.

Table 13, Additional Resources and Staffing Plan

Requirement Description
The Contractor shall provide any additional staff necessary to conduct the phases of the project defined in the RFP, to perform all of the required tasks, and produce all required deliverables.
English speaking reference for additional staff available for telephone interview between 8:00am and 6:0pm (EST) willing to verify and validate Contractor Key Personnel experience as submitted in support of this RFP.
Additional staff candidate(s) is/are available for an English language telephone interview between 8:00am and 6:0pm (EST) to discuss and detail experience, skills and work history.
The Contractor shall provide a project plan that provides a description of how the contractor proposes to utilize the proposed key personnel and additional staffing to meet the obligations of this engagement as described in Section 5 Detailed Scope of Work. The Contractor should include in that description the planned interaction with ITS staff and describe in terms of number of FTEs and functional background areas all of the resources to be provided for each deliverable section.

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Exhibit 4- Confidentiality Agreement

SECURITY/CONFIDENTIALITY

Contractor warrants, covenants and represents that it will fully comply with all security procedures of the State in performance of the Contract.

Contractor further warrants, covenants and represents that any confidential information obtained by Contractor, its agents, subcontractors, officers, or employees in the course of performing its obligations, including without limitation, security procedures, passwords, business operations information, or other third party commercial proprietary information, records or data which is accessed or made accessible to Contractor as necessary for Contractor to complete work under the Contract ("confidential information"), will not be divulged in any manner to any party by Contractor, its agents, subcontractors, officers, or employees. Contractor further warrants and represents that all confidential information obtained by Contractor, its agents, subcontractors, officers, or employees during the engagement, wherever located, will be immediately destroyed, deleted or otherwise erased or removed, as applicable, upon completion or termination of the work so that Contractor, its agents, subcontractors, officers, or employees will no longer have any ability to access such information. This warranty shall survive termination of this Contract. Contractor further agrees to take appropriate steps to instruct its personnel, agents, officers and any subcontractors regarding the obligations arising under this clause to insure such confidentiality.

Prior to performing any work on, or having access to the Information Technology Governance Transformation Support Services project as described in RFP No.1853, each employee of the contractor or subcontractor(s) shall certify by signature below their acknowledgement and acceptance of the above Security/ Confidentiality requirements.

Additionally, by signature and submission of this document by an authorized company official, the contractor certifies compliance with these clauses.

Employee

Printed Name: _____
Job Title assigned for this Project: _____
Signature _____
Date: _____

Authorized Company Official

Printed Name: _____
Title: _____
Signature _____
Date: _____

Completed form must be submitted to:
Division of Financial Administration
New York State Office of General Services
Corning Tower, 40th Floor
Empire State Plaza
Albany, NY 12242
Attention: Nancy Dougherty