

#	RFP Document Name (specified by Bidder)	Document Section (specified by Bidder)	Page # (specified by Bidder)	Question (specified by Bidder)	Response (provided by NYS)
1	TERMS AND CONDITIONS - Section 41	SCOPE CHANGES	Delete in its entirety and insert the language provided in the next section	The State may, at any time, request changes within the general scope of an open Task Order. If the parties agree to such changes and such changes cause an increase or decrease in the cost or time required to provide a Deliverable under any Task Order (regardless of whether the Deliverable itself is changed), an equitable adjustment in the price or schedule, or both, shall be made, and this Agreement shall be modified accordingly in writing and signed by both parties.	OGS declines the requested change.
2	RFP_Main	2.1.1	9	It states that Equipment Maintenance, which used to be on the IT Services backstop contract, is now available on an "alternate OGS Contract". Can you confirm that the contract you are referring to is GROUP: 75525 – Office Imaging Equipment? If not, what is the contract you are referring to?	There are several contracts that authorize equipment maintenance, dependent on the type of equipment. See Groups 75050, 76200, 75702, 75525 and 75350 on hardware. Full listing is available at http://www.ogs.ny.gov/purchase/snt/lists/infotech.asp . Additionally, maintenance services are available through the Equipment Maintenance Program (Remi contracts). Full listing of EMP is at http://www.ogs.ny.gov/purchase/snt/awardnotes/7900021988can.HTM .
3	RFP_Main	1.5	6	We are an SBE. If we are interested only in becoming a sub contractor to one or all of the 25 finalists, do we need to submit anything with this bid or attend any pre-bid meetings?	No.
4	RFP_Main	4.2.1.1		Can I show the placements of the Joint venture firm with govt entities in last 2 years as part of my proposal to fulfill mandatory 5 placements in each category	Yes, the references submitted in the Technical Proposal can and should be based on the combined experience of the members of the Joint Venture.
5	RFP_Main	4.2.1.1		If I submit with a Joint venture will the contract be awarded to both myself and the Joint Venture firm as one entity or will the contract be awarded only to me. If it is awarded only to me then no one will do Joint venture with me.	As stated in RFP section 4.2.1.1, joint ventures are permitted, but a single company must be designated as the primary Bidder and only the primary Bidder will be awarded a contract.
6	RFP_Main	4.2.2		previous two years from date of RFP submission date or RFP release date	The previous two year period should be measured from the Release date of the HBITS RFP (December 2, 2011).
7	RFP_Main	4.2.2		will you consider placements to Govt entity through another prime vendor for the mandatory 5 placements. We can prove those placements	No. We will only consider direct sales, i.e. those that were directly invoiced, to the governmental entity.
8	RFP_Main	3.1	11	We are a MBE firm. As such, are we still required to subcontract 11% to other MBE firms, or would this requirement be waived owing to the fact that we are a NYS certified MBE?	The MBE requirement can be met by your company performing the work.
9	RFP_Main	3.1	11	Can a company submit a proposal as a potential prime vendor AND be included in another company's proposal as a potential subcontracting partner?	Yes. Subcontractors will not be included as part of a Bidder's proposal unless the subcontractor is an MBE or WBE that is specified in the Utilization Plan. In either case, a potential subcontractor to another vendor may submit their own proposal as a primary Bidder.
10	RFP_Main	3.1	11	Can a MBE or WBE or other subcontracting partner be submitted by multiple primes or must they be a part of only one vendor's proposal response?	This procurement does not regulate the number of subcontracting relationships that any subcontractor can develop with prime vendors. A given MBE or WBE can be identified on multiple Bidders' Utilization Plan submissions.
11	RFP_Main	3.1	11	If an MBE or WBE is not included in a proposal, can an Active Awardee use an MBE/WBE subcontractor that was not named in their original proposal when they are engaged on an actual assignment	There will be a process in place by which Awardees can add MBE or WBE subcontractors to the list provided in their original proposal.
12	RFP_Main	4.2.5 No. 3	21	Please clarify what is meant by "business presence throughout New York State?" Does this mean the proposer must have multiple offices in different regions within the State of New York or have consultants placed in various regions throughout the state?	This means that the proposer must have the ability to place hourly based IT services in all three regions of NYS.
13	RFP_Main	4.2.5 No. 3	21	Can Statewide presence be satisfied through the use of subcontractors that are located in different regions, or does it mean only that the prime proposer must have regional offices?	You can meet this requirement either directly or through subcontractors
14	RFP_Main	2.2	10	The RFP has indicated a concern that different agencies using the expiring OGS contract were paying a vast difference in hourly rates. Would the same situation arise under the new contract in light of the fact that every company has a different compensation structure and a different overhead structure?	While we cannot predict the outcome of the competitive pricing exercise, under the new contract, all agencies will pay the same rate to the same vendor.
15	RFP_Main	2.1	9	Has the State mandated that any contractors awarded under the HBITS contract be given to S/W/MBE firms?	New York State Finance Law does not permit OGS to give preference to any Bidder, regardless of MWBE status. In addition, New York State law does not permit the setting of goals regarding engagement of small business enterprises.

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16	RFP_Main	1.5	6	We would like some clarification regarding the Meet and Greet session. DIVERSANT is an MBE certified with the City of New York, and in the process of being certified with the State of New York. We are a \$100 million enterprise with over 500 consultants on billing. We would like to bid on this contract, and are confused as to whether or not we need a table at the Meet and Greet Session. We are willing to sub-contract to smaller S/M/WBE's but as a certified MBE all billing through us will be considered diverse. Please clarify what our role should be in this Meet and Greet. Please get back to us prior to the event so we can be prepared with the proper materials.	As stated in the RFP, all Bidders are expected to develop sub-contractor networks and all Bidders, regardless of MBE or WBE status, are required to attend both Mandatory events.
17	RFP_Main	3.2.1	13	Can a candidate be submitted by a different contractor for a different position before candidate has been released?	The detailed requisition process, related forms and technology are under consideration, but our intention is to create a consistent and reasonable process. Duplicate candidates will be addressed at the initial resume screening process by the MSP.
18	RFP_Main	3.2.1	13	What determines minimum position requirements used for rejection and where will they be defined?	Minimum position requirements are those that are included in the Job Title, Level and Skill Demand definitions of Attachment 6 of the RFP. In addition, an Authorized User will provide additional desired skill sets or qualifications via a standard Requisition Form.
19	RFP_Main	3.2.2	14	Does the state expect the same rates for a 2 month engagement as for a 24 month engagement? If answer is yes; has State considered one time costs associated with recruitment, background checks, Visa Sponsorship etc will be hard to amortize over shorter duration projects.	Yes, the State expects the same rate regardless of engagement duration.
20	RFP_Main	3.2.1	13	Will the state provide the data elements the Requisition Form will contain before RFP submission?	The detailed requisition process and related forms are in development, but our intention is to create a consistent and reasonable process.
21	RFP_Main	4.3	23	Markup Definition: Would state consider revising hourly wage definition to harmonize multiple models under which IT staffing companies operate? Rationale: Companies work different models: Full Time Benefited Employees: Consultant gets paid vacation, State Holidays, bench pay, training and career development allowance, Health Insurance, 401K etc, Visa sponsorship. Benefits adds significantly to direct cost of employment. W2 Hourly - No benefits are offered and consultant gets paid only for the hours worked; entire markup is gross profit barring statutory requirements 1099 - Under this entire markup is gross profit. One of the way to compare Markup figure equally across all models of compensation is to define CTC or Cost to Company for an employee; all benefits are added to harmonize hourly salary. Award criteria as defined in the RFP will yield to change in the operating models of the companies (offer no benefits); this frequently leads to inability to attract quality candidates.	NYS intends to pay a consistent Markup from Wage Rate paid to Contractors. The prime Contractors are responsible for managing the costs incurred for each placement regardless of the candidate employment designation or source.
22	RFP_Main	2.1.1	10	"It is important to note that, in addition to the services listed in the table above, the HBITS Contract shall not be used for deliverable-based consulting services. This kind of work must be procured/bid individually by Authorized Users on a case by case basis, adhering to NYS Finance Law/procurement guidelines." Please clarify what is meant by "deliverable-based consulting services." Would these include RFPs such as NYSD's NYS CR Rebuild (10-6032) and I Love NY Rebuild (11-6048), and NYSERDA's Enterprise Database Integration Project (ERDA2011-1)?	Deliverable-based consulting services are defined as project based work that is managed by the vendor rather than the state and has finite deliverables. OGS is not familiar with the referenced solicitations.
23	RFP_Main	1.3	5	If we are not bidding as a prime do we still have to attend the Pre-Bid Conference?	No.
24	RFP_Main	4.2.5.3 Capacity	21	same question as above If we do not have at least 5 placements in NY are we ineligible to be on this vendor list?	A Bidder must have provided at least five (5) IT resources to governmental entities for one of the Service Groups (as listed in Section 4.3 and Attachment 6) within the last two years (do not count the same resources placed multiple times).
25	RFP_Main	N/A	N/A	1) After award, where can get the list awarded vendors?	Awarded Contractors will be posted to the OGS website after contracts have received the control agency approvals.
26	RFP_Main	General	11	Will the MSP be utilizing an web based system?	The detailed requisition process, related forms and technology are under consideration, but our intention is to create a consistent and reasonable process.
27	RFP_Main	Cover Page	1	The HBITS RFP specifies a contract term of 5 years, with a 1 year renewal. What mechanism will be put in place to insure that firms who aren't currently active in New York State have an opportunity to bid their services without being forced to subcontract with one of the approved vendors?	Bidders that meet the mandatory minimum qualifications of the HBITS RFP will be able to bid to be prime Contractors. Vendors who cannot bid on this RFP but want to provide services to NYS should work with the awarded Contractors to form subcontractor relationships.

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28	RFP_Main	3.1	11	The HBITS model emphasizes a significant decrease in the number of primary contractors(20-25). The "Current Contract" has 700+ approved contractors. Clearly there will be a large emphasis on subcontracting arrangements. Because subcontractors will most certainly now be required to pay a fee to the approved prime contractors, would the Procurement Services Group consider adding a section on the proposal that would require all bidders to publish(at submission) their pre-approved markup when dealing with subcontractors?	All Markups with awarded Contractors will be public information in the final HBITS contracts. The contracts will be housed on the OGS PSG website.
29	RFP_Main	3.1	11	Will firms that are owned by a female minority be counted as both an MBE and a WBE?	In accordance with the NYS MWBE regulations, while a firm may be certified as both a MBE and a WBE, their participation may apply towards either a minority-owned business enterprise goal or a women-owned business enterprise goal, but such participation may not be counted towards both such goals and may not be divided between the minority-owned business enterprise goal and the women-owned business enterprise goal by a State agency.
30	RFP_Main	3.1	11	Will the 20-25 approved prime contractors be required to pay the hourly wage rate specified in the HBITS proposal when a candidate is placed through their firm?	The Hourly Bill Rate will be fixed in the contract and it will be up to the Contractors to manage costs and quality of candidates. The initial Hourly Bill Rates will be set based on a Wage Rate and Markup percentage. Actual placements of candidates could have slight deviations in Wage Rate as long as quality is maintained, but Hourly Bill Rates will not adjust.
31	RFP_Main	3.1	11	Will the Procurement Services Group require documentation that demonstrates prime contractors are actually paying the hourly wage rate specified in their proposals?	The Hourly Bill Rate will be fixed in the contract and it will be up to the Contractors to manage costs and quality of candidates. The initial Hourly Bill Rates will be set based on a Wage Rate and Markup percentage. Actual placements of candidates could have slight deviations in Wage Rate as long as quality is maintained, but Hourly Bill Rates will not adjust. Additionally, in accordance with Appendix A the State has the right to audit the payments made to ascertain contract compliance.
32	RFP_Main	3.1	11	Can subcontractors assume that they will receive an hourly wage rate that is, at a minimum, equal to the hourly wage rate in the primary contractors proposals?	The Hourly Bill Rate will be fixed in the contract and it will be up to the Contractors to manage costs and quality of candidates with subcontractors. Actual placements of candidates could have slight deviations in Wage Rate as long as quality is maintained, but Hourly Bill Rates will not adjust. NYS will not manage the relationship between Contractors and subcontractors.
33	RFP_Main	3.1	11	Will a standard title markup that is lower than competitors be scored higher?	Contracts awards will be made in accordance with the evaluation criteria set forth in RFP section 7.
34	RFP_Main	Cover Page	1	Has the Procurement Services Group solicited feedback from The Office of Children and Family Services or the Office of Temporary and Disability Assistance related to their cost savings attributed to their Personal Services Solicitation contract?	The HBITS RFP strategy is based on broad input from Executive Agencies gathered by the Strategic Sourcing Team.
35	RFP_Main	Cover Page	1	We have been told the the Personal Services Solicitation contract used by The Office of Children and Family Services and The Office of Temporary and Disability Assistance will no longer be used after July 2012. Has the Procurement Services Group discussed the reason for this decision with these contract groups?	NYS has not mandated cancellation of any existing State contracts at this time.
36	RFP_Main	Cover Page	1	Has the Procurement Services Group conducted an analysis of the number of New York based firms currently providing hourly consulting services under the "Current Contract"?	No. NYS has not conducted an analysis of the NY based firms providing services under the current contract.
37	RFP_Main	Cover Page	1	There are hard goals related to MBE and WBE enterprises. Are there any hard goals relative to selecting New York State based firms?	New York State Finance Law does not permit the setting of goals relative to selecting New York State based firms.
38	RFP_Main	2.1.1	9	The services categorized as "Out of Scope Work" mention an alternative OGS contract. We have been involved in "Out of Scope Work" in the past and the contract vehicle we used was the current IT Services Back-Drop Contract(RFPS960275-E.1) Could you please expand on the use of "Alternative OGS Contracts"? Is the "Current Contract" still valid for non HBITS requirements?	The current IT Services Back Drop contract is expiring on December 31, 2011 and will not be renewed. Services labeled as "Available on alternate OGS contract" can be procured off of an alternate, existing OGS contract. A contract directory is available at http://www.ogs.ny.gov/BU/PC/Directories.asp .

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39	RFP_Main	2.1.1	9	the RFP lists several services that are "Available on alternate OGS Contract". Have those contracts been released? Specific Services of interest are: <ul style="list-style-type: none"> • Acquisition/sale of Hardware and /or Software Consulting or other installation work which is considered Public Works • Maintenance of an Authorized User's local area networks (LANs) • Maintenance of telecommunications equipment and telecommunication services • Maintenance of Information Security systems • Equipment Maintenance Services 	OGS offers several series of contracts for hardware and software. See Groups 75050, 76200, 75702, 75525 and 75350 on hardware and Groups 76000 and 79518 regarding software. Full listing is available at http://www.ogs.ny.gov/purchase/snt/lists/infotech.asp . LAN Maintenance can be found on the Comprehensive Telecommunications Services (CTS) contracts (Group 77017). Full listing is available at http://www.ogs.ny.gov/purchase/snt/awardnotes/7701720268can.HTM . Telecommunications equipment maintenance and services can be found on CTS and Comprehensive Telecommunications Equipment and Solutions (CTES) contracts (Group 77017 and 77018). Full listing of CTS at above link. Full listing of CTES is at http://www.ogs.ny.gov/purchase/snt/awardnotes/7701720268can.HTM . IS maintenance can be found on the Security Systems and Solutions contract (Group 77201). Full listing available at http://www.ogs.ny.gov/purchase/snt/awardnotes/7720120191can.HTM . See above for listing of Hardware and printer references. Additionally, equipment maintenance services are available through the Equipment Maintenance Program (Remi contracts). Full listing to EMP at http://www.ogs.ny.gov/purchase/snt/awardnotes/7900021988can.HTM .
40	RFP_Main	8.10.	35	The RFP identifies public schools as being authorized to participate in this contract. Are contracted "On-Site" technicians for public schools covered under this contract?	Any Authorized User that utilizes the HBITS contract will need to determine if their needs can be met using the Job Titles available on the contract.
41	RFP_Main	4.2.2 & 4.2.5	20 & 21	Sales of \$500,00 with government entities of the past two (2) years, is this a cumulative total of \$500,000 with several governmental entities or is it with a single entity?	This is a cumulative total.
42	RFP_Main	Introduction	9	This is our most important question as it affects the livelihood of our company - How can we continue to provide the services to the State that we have been providing on the IT Services Backdrop Contract? How will schools, agencies and authorities continue to work with us?	All entities that have historically procured Hourly-Based IT Services from the current contract will be able to procure those services from the new HBITS contract, provided that their needs can be met using the Job Titles available on the contract. Needs that fall outside the scope of the HBITS contract will need to be procured via other means (e.g. another contract or a new procurement).
43	RFP_Main	Introduction	9	Will school districts be utilizing this contract?	School districts are authorized to use this contract.
44	RFP_Main	Introduction	9	How will SBE's be provided an opportunity through this contract? How do we retain our current state customers?	As it pertains to this specific procurement, all bidders are provided an opportunity to do HBITS business with the state in the following ways: (1) win an award as a prime Contractor; (2) enter into a joint venture; or (3) subcontract with prime Contractors.
45	RFP_Main	Introduction	9	What size projects will this contract cover?	Project size will vary and is irrelevant to the use of this contract. Authorized Users of this contract will utilize it to procure Hourly-Based IT Services.
46	RFP_Main	4.2.5	20	We are a local IT company and only provide services in a 45 mile radius of the City of Albany. This bid seems to require that we be able to provide services statewide – would we be able to sub-contract to handle outside of our service area? Would that disqualify us from bidding?	You can use subcontractors to handle service outside of the area where you currently serve. This would not disqualify you from bidding.
47	RFP_Main			Are separate narratives required or just completion of the attachments?	Separate narratives are not required for any part of the Administrative, Technical, or Financial Proposals. All Proposals can and should be submitted using the Attachments provided. Exceptions that require separate documentation will be called out specifically within the Attachments.
48	RFP_Main	8.12 & 8.13 & Attachment 4B	36	In Section 8.12 of the proposal, it states that by submitting a bid as well as a OSC Substitute W-9 form, we, the vendor, is agreeing to be registered with the New York State Vendor File administered by the OSC, which will be initiated by the OGS, including the issuance of a ten-digit vendor number. Yet, the following section, 8.13 as well as Attachment 4B-"Administrative Form," Question 6, states that Bidder certification or recertification of the Vendor Responsibility Questionnaire should occur one (1) month before the opening bid date. In order to file the questionnaire to be certified by the New York State Vendor File, aren't we supposed to register with the Vender File, first? But in section 8.12 it states that the registration process is initiated by the OGS, including the issuance by the OGS of a ten-digit vendor number? So how can we register one (1) month before the opening date of the bid, if the initiation process is done by the OGS, who then issues a ten-digit vendor number required to register with the New York State Vendor File for us to certify the questionnaire? And then, why does it state in section 8.12 that we can submit a OSC Substitute W-9 form along with our bid, if we haven't yet registered with the New York State Vendor File?	To request assignment of a Vendor ID, please contact the Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us . Once notification of your assigned Vendor ID is received, please allow an additional 24-48 hours for all systems to be updated and for the Vendor ID to become valid. This only applies to those Bidders who are attempting to enroll to use the VendRep System but do not have a Vendor ID. This will allow a Vendor to certify their questionnaire.
49	RFP_Main	3.1	11	Is the MSP made up of OGS internal staff, or is it an independent agency outside of OGS?	The MSP will be housed within OGS and comprised of State staff.

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50	RFP_Main	3.2.1	13	Can resumes be submitted prior to the 10th day deadline? If so, will they be reviewed and forwarded, or will all resumes be reviewed on the 10th day?	Yes, resumes can be submitted prior to the 10th day deadline. However, the MSP will wait to forward resumes to Authorized Users until between the 10th and 12th business day, after conducting its review.
51	RFP_Main	3.2.1	13	If a candidate submitted prior to the 10th day deadline becomes unavailable, can the vendor submit a replacement candidate for consideration?	Yes. Contractors have until 5PM on the 10th business day to submit a final Candidate to the MSP.
52	RFP_Main	3.3	16	Are the "67" contractors referred to in the first paragraph the current number of active vendors? Are you at liberty to indicate the number of bidders after the Intent to Bids are received?	The 67 Contractors mentioned in the RFP were active, high spend vendors during the time period that fell within the SST detailed spend analysis (SFY10-11). The Intents to Bid received will be posted publicly in the coming days.
53	RFP_Main	4.2.5.5	22	What is OGS's position on a bidder having MWBE's on their proposal who are also bidding directly on the RFP?	Bidders will not be penalized for including MWBEs as subcontractors on their Utilization Plans that are also bidding directly on the HBITS RFP. However, if both parties are awarded contracts, neither prime Contractor can sub through any other prime Contractor.
54	RFP_Main	4.3	22	Once financial scores are evaluated, is the intent to establish a rate card, and/or standardize/average the markups and rates across the selected bidders for purposes of the awarded contract, or will rates vary across the selected bidders based on their proposed pay rates and markups?	Hourly Bill Rates will vary across the Bidders. Hourly Bill Rates established in the resulting contracts will be a factor considered by the HBITS MSP when selecting resumes for agency consideration.
55	RFP_Main	1.3	5	We would like to respectfully request that the scheduled date (12/21) for the mandatory pre-Bid Conference and SBE and M/WBE Meet and Greet be delayed until after the holidays. It seems that this bid has already been delayed in coming out earlier due to the long NYS process in putting it together (given that the current contract expires on 12/31). It is now putting an unfair burden (and timing) on the vendors to have both these meetings (and subsequent questions due on 12/28) right in the middle of the holiday season, when schedules are extremely tight and many people have already scheduled time off to celebrate the holidays with their families. The State has already refused once to make accommodations for those of us who could not get to Albany for the Roundtable that was scheduled right after Irene hit. To now schedule the pre-bid and secondary question period straddling Christmas simply seems insensitive to all the vendors who will participate in this process. I would also think that it would negatively affect the number of SBE and M/WBE vendors who could attend on that date. I realize this is a huge contract that is important to the winning companies and vital to NYS, but given that is already late in coming out and will start well after the existing contract expires, we can't see the harm in delaying the mandatory pre-bid activities a couple of more weeks until after the holiday season is over. It is the fair and right thing to do for the vendors.....and in the holiday spirit!! Thanks in advance for your consideration on this matter.	The date for the conference is final and was held this week.
56	RFP_Main	4.1.4.1 MWBE Utilization Plan	18	Can the Bidder list several MWBE's as subcontractors in which they will work with if awarded a contract?	Yes. It is expected that Bidders will have several M/WBE relationships that will help them achieve the State's MWBE goals as set forth in this RFP.
57	RFP_Main	4.1.4.1 MWBE Utilization Plan	18	Can a MWBE be listed as a subcontractor on multiple Bidders proposals?	Yes.
58	RFP_Main	Subcontractor Management	22	Can the Bidder list several subcontractors in which they will work with if awarded a contract?	Yes.
59	RFP_Main	Subcontractor Management	22	Can a subcontractor be bid on multiple Bidders proposals?	A company can be listed as a subcontractor on multiple proposals.
60	RFP_Main	3.1 HBITS Model for New York State	11	With the assumption that a subcontractor can be subcontracted by many "Active Contractors" how will the MSP handle duplicate consultant resume submissions for the same job title?	The detailed requisition process, related forms and technology are under consideration, but our intention is to create a consistent and reasonable process. Duplicate candidates will be addressed at the initial resume screening process by the MSP. See amendment to this RFP.
61	RFP_Main	4.2.2	19	Am I correct that the bidder can partner with one or more companies to meet the requirements of 4.21 and 4.2.2, as long as the entity is identified? In 4.2.1.1, it talks about joint venture which seems to indicate this is so. However, in 4.2.2, item 2, a distinction is made about "If Bidder has merged with another business". Is "merged with another business" different from "joint venture"?	Yes, merging with another company is different from a joint venture. In general terms, when companies merge a singular entity exists at the conclusion of the merger process. In a joint venture, each company retains its independent existence and enter into a contractual agreement joining together two or more business enterprises, for the purpose of performing on a State Contract.
62	RFP_Main	4	18	The third bullet in section 4.1.4.1 states:"Under Certified M/WBE Subcontractors/Suppliers, enter a minimum of 1 MBE and 1 WBE Subcontractor which you will work with if awarded a contract." Do bidders that are certified MBE and/or WBE still have to include one of each in the MWBE Utilization Plan?	Either the MBE or WBE requirement can be met by a certified MBE or WBE performing the work and you would not have to identify a separate MBE or WBE (depending on your company's designation) on the Utilization plan. For example, if a certified WBE submits a proposal as a Bidder, such certified WBE would indicate its name in the utilization plan for the work such company is performing. It would also need to list a MBE on its plan.

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63	RFP_Main	6	27	Section 6.3 states: "Each page of the Proposal, including Attachments, should be labeled on the upper right with the Section title and Section reference, page number, and date. Pages within each Section and Appendix should be numbered consecutively." Because this will require reformatting OGS-provided documents, can this requirement be waived?	See Amendment to the RFP.
64	RFP_Main	9	48	Item 2 in Section 9.3 requires bidders to perform "industry standard criminal history background check...prior to presenting a Candidate." The meaning of "presenting" is not clear. Does this mean that such a background check must be performed prior to submitting candidates to the MSP (or directly to non-MSP Authorized Users), prior to candidates being presented for interviews, or something else?	See Amendment to the RFP.
65	RFP_Main	9	48	Item 6 in Section 9.3 requires bidders to "identify if the proposed Candidate will be provided by a New York State certified M/WBE and/or a business that meets the definition of a New York State small business." If there are multiple sub-contractors involved in providing a candidate, is the sub-contractor that provides the candidate to the bidder the one to be so identified, is it the actual employer of the candidate, or should any S/M/WBE in the chain be so identified?	The intent of the requirement is to collect the information about the actual employer of the candidate.
66	RFP_Main	1	7	Section 1.5 makes reference to an Attachment 2B. Should this actually be Attachment 2?	Yes, this is a typo.
67	RFP_Main	1	6	Section 1.5 refers to staff at the Meet & Greet having director knowledge of the bidder's subcontracting business model. Can OGS provide more information on what the staff is expected to know regarding this business model, and are bidders expected to come with copies of a subcontracting agreement or any other paperwork?	The date of the M/WBE Meet and Greet session has passed.
68	RFP_Main	4.2.5 Part 5	22	We are a minority state certified vendor proposing as a prime contractor. Are we still expected to meet 11% MBE component through subcontract?	The MBE requirement can be met by your company performing the work.
69	RFP_Main	4.1.4.1 MWBE plan	18	If we are a NYS certified MBE, can we count our company as the 11% MBE requirement and then subcontract with a WBE for at least 9%?	The MBE requirement can be met by your company performing the work.
70	RFP_Main	4.1.4.1 MWBE plan	18	It mentions we must submit 1 MBE and 1 WBE subcontractor. Can we count our company and one if we are certified MBE?	The MBE requirement can be met by your company performing the work and you would not have to identify a separate MBE on the Utilization plan.
71	RFP_Main	3.2.1 Requisition	13	Here it mentions that candidates will not be released until the end of the process. Which means we can't submit the same candidate for any other positions thru OGS until they release the candidate. Why will you not release the candidates that do not make it to the interview process? Why wait till the end to release all the candidate? If the candidate does not even make it to the interview process, then you will not be using that candidate and thus should be released so that the vendors can apply use the candidate on other positions.	Please refer to Section 3.2.1 of the RFP. Candidates will be released once an Authorized User determines that they do not want to pursue an interview.
72	RFP_Main	4.2 and 4.2.2 madatory requirement	19	You have listed a set of MANDATORY requirements. This would mean that these require MUST be met in order to be evaluated as per your RFP. However under sections 4.2.1, 2nd sentence states" OGS recognizes that there may be equally qualified and reliable bidders who do not meet all the below requirement (specifically) but may in fact meet the objectives and criteria in some other manner." 1. What other manner would you be referring to? 2. If the requirements are truly mandatory, then they must be met in order to be qualified, so are the requirements truly mandatory?. No deviation? So if OGS is willing to accept something else as proof even though the vendor does not meet the mandatory requirement, that would contradict and go against what the RFP states and what mandatory means. Please give specifics as to what you are referring to when you state meet the "objectives."	Please see Amendment for the revision to this section.
73	RFP_Main	4.2.2 #1	19	Under mandatory requirements it lists that you must be in continuous operation for the past 3 years. Will more points be awarded to companies that have been in business much longer? For example if you have been in business for 10, 15, 20 years. Will you receive a higher rating?	Contract awards will be made in accordance with the evaluation criteria set forth in RFP Section 7.
74	RFP_Main	4.2.2 # 2	19	It states a bidder must have 3 years of experience delivering hourly based IT services. 1. Does your experience have to be with NYS specifically or will any governmental agency/private sector client experience count toward your experience? 2. Will more points be awarded for having more than 3 years of experience? 3. Will more points be awarded for the NYS experience?	No, experience does not have to be with NYS specifically to meet this Mandatory Qualification. Contract awards will be made in accordance with the evaluation criteria set forth in RFP Section 7.

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75	RFP_Main	4.2.2 #3	20	It states you must have provided at least 5 IT resources to governmental agencies. Are you wanting only NYS agencies or will ANY governmental agency work? 2. Will you award more points if more than 5 IT resources?	The RFP defines "Governmental Entity" to mean an entity at the federal, state, county, city or provincial level. Contract awards will be made in accordance with the evaluation criteria set forth in RFP Section 7.
76	RFP_Main	4.2.2 #4	20	Minimum of \$500,000 with governmental entities. Will OGS award more points for those that are specific to NYS? 2. Will OGS award more points for higher contract amounts?	Contract awards will be made in accordance with the evaluation criteria set forth in RFP Section 7.
77	RFP_Main	4.2.5 #1	20	Under Company Background, 4th bullet point down it mentions that the bidder must show experience in deployment of LARGE numbers of staff to multiple locations. 1. What do you consider large? 2. Why do you specify LARGE? Would that not give undue restriction to small companies?	See Amendment to the RFP.
78	RFP_Main	4.2.5 #3	21	Under Capacity, you mention you want us to demonstrate or possess a business presence throughout NYS to support the recruitment of staff in all 3 regions. If we already have an office in NYS that already supports our recruitment and placement, are you wanting us to confirm that if awarded we will open even more offices across the 3 regions? Will OGS give preference or award more points to the vendors that have a higher presence in the State (meaning more offices)? If so, would that not be EXCLUDING small companies from becoming approved vendors?	We do not require Bidders to open additional offices. We will evaluate presence across the State by the Bidder's ability to place candidates in the three Regions (this can be done through subcontracting).
79	RFP_Main	4.2.5 #6	22	Under Client Management, 4th bullet point down, it mentions how we plan on monitoring the work that is provided for consultants engaged. In the past, we are not allowed to contact the manager to solicit feedback. The only way we could get feedback is thru the actual consultant. Under this new RFP, does OGS plan on changing that? Otherwise, what specifically are you referring to when you say monitoring?	The MSP will be gathering this feedback from Authorized Users of the HBITS contract. Feedback will be provided to Contractors as needed via the annual performance evaluation process and potentially through Quarterly Meetings.
80	RFP_Main	9.5.4.2	52	Can you please explain how OGS would expect a vendor to provide a 20 business day notice (4 weeks) for a consultant that would have to leave because of sickness? How can we determine in advance if a consultant gets sick?	We expect the Contractor to use best effort to provide the 20 day business notice. We understand there may be extenuating circumstances.
81	RFP_Main	9.5.4.2	52 and 53	It mentions that OGS expects to receive 2 weeks (80 hrs) at no cost if a candidate has to leave the project early. Will OGS please remove this requirement as it appears that the State is asking for free work which is against the law. Will OGS please restate this statement?	Liquidated damages are included in the Consultant Replacement process as set forth in Section 9.5.4 in the form of the Authorized User's right to receive up to two working weeks of work from the Contractor with no charge. Additional liquidated damages are set forth in Appendix C.
82	RFP_Main	9.5.4.2	52	Under Consultant replacement, what would happen if a candidate simply up and quits the project with no notice to the contractor? How would we as the vendor be liable in this situation? Would the consequences of consultant replacement still be in effect if it was out of our control?	See Section 9.5.4 of the RFP for terms around Consultant Replacement.
83	RFP_Main	7.2.3	31	It mentions that 40 points will be awarded for the ENTIRE technical proposal. However, the sentence after the bullet points state: The State reserves the right to weight each of the factors listed above as it deems appropriate but shall be determined prior to the bid opening. So what is the weight or scoring of the 6 bulleted items so that if done correctly would add up to 40?	In accordance with State Finance Law, OGS has provided the relative weights of the technical and financial proposals in RFP Section 7. The RFP identifies the factors that constitute the technical criteria, but does not identify the allocation of points among the factors.
84	RFP_Main	8.18	39-40	Clarification is needed as to whether or not we will be required to complete forms A + B and submit them as part of the bid. In addition, if these forms are required, will this be required of any subcontractors used?	Forms A & B are not required with your bid submission. Form A and B requirements are imposed on the prime Contractors, not the subcontractors. Also, please see Section 8.18 of the RFP.
85	RFP_Main	6.6	27	Clarification is needed in the binding of a submission. We are unclear as to whether or not each proposal (the administrative, technical and financial) each need to be bound in an individual loose-leaf binder, or do they need to be sectioned off within 1 binder (i.e.- one binder containing sections for each proposal, or three separate binders; one for each proposal.) We also require clarification on how each proposal is to be sealed.	The Administrative, Technical and Financial Proposals shall be separately bound, sealed and labeled. They are NOT to be included within 1 binder and each proposal section shall have its own binder. The references to sealed proposals refer to the delivery of the proposal to OGS via various mailing services.
86	RFP_Main	3.1	11	Will a vendor on the waitlist have any opportunity to provide any resources to the State of New York, during the year that the vendor is not part of the "Active Vendor Pool" ?	A Contractor on the Waitlist will not have any opportunity to provide any new resources to any Authorized User under the contract. However, existing engagements that are in process at the end of the Contract Year will continue regardless of Contractor status.
87	RFP_Main	3.2.3	14	How will assignments of existing contractor staff in agencies be handled? Will they all need to be re-procured through this vehicle by 6/30? Do you anticipate any exceptions being made based on unique capabilities, or senior roles that contractor staff has been asked to take on?	NYS has not mandated cancellation of any existing State contracts at this time. Existing contracts against the expiring IT Services Back Drop contract will run to their expiration unless the agency decides to cancel the contract.
88	RFP_Main	2.2	10	It is likely that existing contractors who have been engaged at agencies for some time are paid at, and billed at, rates higher than are to be expected with this contract. Do you anticipate widespread turnover of consultants who are currently on contracts today?	NYS cannot predict the outcome of the bid or the resulting level of turnover.
89	RFP_Main	2.2	10	Are there any firm requirements to engage with SBE's?	New York State law does not permit the setting of goals regarding engagement of small business enterprises.

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90	RFP_Main	3.2.1	13	It is likely that firms within the Active Vendor Pool will have different prices for the same title. Will price be a factor in the ultimate selection of IT consultants by agencies and Authorized Users or will they be able to select resumes solely based on qualifications and experience?	Hourly Bill Rates will vary across the Bidders. Hourly Bill Rates established in the resulting contracts will be a factor considered by the HBITS MSP when selecting resumes for agency consideration.
91	RFP_Main	3.2.1	13	How will multiple submissions of the same resource be handled?	The detailed requisition process, related forms and technology are under consideration, but our intention is to create a consistent and reasonable process. Duplicate candidates will be addressed at the initial resume screening process by the MSP. See amendment to this RFP.
92	RFP_Main	4.3	22	How will NYS ensure that the winners of the financial evaluation have a responsive technical proposal, since there is no requirement in the RFP for bidders to show proof that they have placed resources of these types in the US at the rates proposed?	Contract awards will be made in accordance with the evaluation criteria set forth in RFP Section 7.
93	RFP_Main	7.2.2	30	How will NYS ensure that the winners of the financial evaluation are in fact capable of delivering resources at the rates committed, since a responsive technical proposal will not necessarily guarantee that the vendor will be able to do so? Will NYS be able to ascertain this prior to award, or will that determination have to wait until the end of the first year and the Contractor Performance Evaluation?	Contract awards will be made in accordance with the evaluation criteria set forth in RFP Section 7.
94	RFP_Main	7.2.3	31	Will delivery capability to non-MSP clients be a consideration in the technical evaluation?	State-wide delivery capability as defined by the three regions will be a consideration in technical evaluation. This delivery capability will consider direct placements and subcontractor network. Contract awards will be made in accordance with the evaluation criteria set forth in RFP Section 7.
95	RFP_Main	3.3	16	Please provide a breakdown of volumes/spend between normal and high level skills. This will assist us in designing the best fulfillment strategy and impacts cost and price.	Historical spend at a high level (by normal and high skill level) is provided in Section 3.3 of the RFP.
96	RFP_Main			How will NYS ensure that the winners of the evaluation are able to deliver necessary services for agency needs in all three regions statewide?	Contract awards will be made in accordance with the evaluation criteria set forth in RFP Section 7.
97	RFP_Main	7.2.2	30	In this procurement, it appears that vendors can select their own pay rates and, based on the evaluation approach described, that bidding below market rates on some titles will improve a bidder's overall financial score even though they know full well they won't be able to fulfill requisitions. Is there anything in the RFP that would preclude this practice? Will you require bidders to describe how they arrived at their rates as was done in OFT's recent IT Select Services RFP? While the cost evaluation is separately evaluated given there is no requirement to demonstrate that bidders have succeeded in supplying resources at those rates in the past, how will you determine if the vendor can actually provide resources at the bid rates? In terms of establishing fair pay rates that attract qualified resources to NYS positions, there are sources of published wage data that address skill, experience and regional differences. They are periodically updated to remain current. Other states have found these to be an effective approach to ensure that wages and rates proposed are fair, aggressive, responsive to the market and deliver qualified resources to authorized users. Would OGS consider amending the RFP to enable bidder's to propose reasonable market rate prices for skills to prevent bidders from "gaming" the cost evaluation criteria?	The HBITS model is constructed to ensure both quality and value. If a Contractor is not successfully delivering services, then that will affect their ability to continue providing services under this contract, as they will be Waitlisted. Please see the service level requirements set forth in RFP section 9.4 for more details.
98	RFP_Main	7.2.2	31	The RFP notes that financial costs will be evaluated "according to the State's prescribed formula." How will the financial score be derived? Will you calculate the cost of all titles evenly, or weight titles according to expected spend, or take a market basket, or use another approach? Will you weight the three regions evenly? How will you calculate and allocate weighing of Normal vs. High Rates?	In accordance with State Finance Law, OGS has provided the relative weights of the technical and financial proposals in RFP section 7. The RFP identifies the factors that constitute the technical criteria, but does not identify the allocation of points among the factors.
99	RFP_Main	3.2.1	13	It is likely that there will be subcontractors serving on more than one Bidders' team and some subcontractors will likely serve as Prime Bidders. The relationship and agreements between the Primes and Subs will drive the price of each title. How does the Managed Service Provider plan to control for different hourly bill rates from the same Sub or Prime depending on their role in a particular requisition?	NYS intends to pay a consistent mark-up from wage rate paid to contractors. The prime vendors are responsible for managing the costs incurred for each placement regardless of whether the candidate comes directly from the prime, or from a subcontractor.

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100	RFP_Main	4.3	22	Bidders are required to submit hourly wages for certain IT titles. While there is a requirement in the RFP that Bidders comply with all New York State laws including disability insurance and employee taxes, there is no requirement that Bidders and their subcontractors supply health insurance and other employee benefits. Hence, those firms that have richer employee benefits will be disadvantaged in financial scoring. Will the evaluation process give an advantage to those companies which provide health and other benefits? Or is it NYS' intent that bidders disregard health and other benefits as a component of their pricing approach for this contract?	Benefits should be included in proposed Markups. Contract awards will be made in accordance with the evaluation criteria set forth in RFP Section 7.
101	RFP_Main	9.3.2	48	The requirement to perform a background check on all submitted candidates seems an unnecessary expense that will inflate costs. Since only a small percentage of these submittals will be selected (potentially 1 of 40), it adds unnecessary cost to each submittal, which must be reflected in our pricing. Since a satisfactory background check can be obtained within 2-3 days, can we suggest that you require completion of a satisfactory background check prior to a selected resource starting work? This would be consistent with standard MSP practices.	See Amendment to the RFP.
102	RFP_Main	1.5	6	We are an SBE. If we are interested only in becoming a sub contractor to one or all of the 25 finalists, do we need to submit anything with this bid or attend any pre-bid meetings?	No.
103	RFP_Main	3.2	11	Can OGS clarify who non-MSP users would be?	Authorized Users of the HBITS contracts include any entity that has statutory authority to use OGS contracts. A listing of other entities authorized to use OGS contracts is available at http://www.ogs.ny.gov/BU/PC/BuyerInfo.asp . Only NYS Executive Agencies will be MSP users at the start of the contract. This is subject to change in the future.
104	RFP_Main	9.2.2	46	What is the contractor toll free number anticipated to be used for and what is the expected call volume?	The contractor toll free number would be used by the Authorized User to manage the resource placement process. OGS cannot provide an expected call volume.
105	RFP_Main	9.3.10	49	Is the fee mentioned in Statement #1 paid for by the Authorized User or the Contractor?	The fee mentioned would be paid for by the Authorized User.
106	RFP_Main	9.4	50	Please clarify how OGS will evaluate contractor's best efforts to meeting MWBE percentage goals as they pertain to contractor performance.	OGS will evaluate a Contractor's best efforts in accordance with the MWBE regulations. A copy of these regulations is available at http://www.esd.ny.gov/MWBE.html . Please see Part 142 for detailed information about the process.
107	RFP_Main	1.6	7	Please confirm that consistent with Appendix B, Clause 5 prime/subcontractor relationships are excluded from the RFP definition of Joint Venture.	Yes. A prime/subcontractor relationship is distinct from a joint venture.
108	RFP_Main	3.2.1	13	The 4th paragraph addresses when Candidates are deemed released. Please confirm that if the Authorized User rejects all submitted Candidates or the request is cancelled that the submitted Candidates would be deemed released.	Yes.
109	RFP_Main	3.2.4	16	Please confirm that the reference in the 2nd paragraph restricting procurement of "new services" is only with respect to the HBITS contract and does not apply to other contracts or competitive procurements.	Correct.
110	RFP_Main	3.2.5	16	Is there a timeline for non-MSP users similar to MSP users so that Contractors know when Candidates not selected for a particular request are released may be submitted for another position?	Contractors will work directly with non-MSP user entities. We recommend non-MSP user entities follow the same requisition process.
111	RFP_Main	6.2	27	This section states that "portions of the successful Bidder's proposal and of this RFP will be included into a final Contract." So as not to impact negotiation of the contract in 20 days as per RFP Section 5.1, would the State identify prior to bid submission what sections would and wouldn't be included?	The following is a partial listing of the sections to be included in a final contract: Appendix A, Appendix B, Appendix C, portions of RFP section 3, RFP section 8, RFP section 9 and Attachment 3. Pricing will be derived from the Bidder's proposal.
112	RFP_Main	8.25	44	It appears as if the last sentence of D(4) is incomplete.	The last sentence was meant to be deleted. This is a typo.
113	RFP_Main	9.2.3	45	Please confirm that the webcasting tool is intended for project meetings/interviews with Contractor and/or Candidates and not for general use otherwise.	Correct. As stated in the RFP the webcasting technology may be utilized for Contractor meetings with OGS and Authorized Users. In addition, prospective Candidates offered by the Contractor may be expected to interview with the Authorized User via this technology. An Authorized User reserves the right to conduct Candidate interviews via the Contractor's Webcasting technology.
114	RFP_Main	9.2.5	47	This section states that the State reserves the right to meet individually with Contractor staff to discuss performance findings; in order to ensure that any concerns are promptly and properly addressed we should expect them to be raised to the Contract Administrator. Please confirm that this is acceptable to the State.	This is acceptable and in line with Section 9.2.5 of the RFP.
115	RFP_Main	9.3	49	We agree to perform background checks on all Candidates; however, for protection of personal privacy, we do not disclose the details of the background check. If the State has concerns about a particular Candidate we will respond appropriately.	This does not meet the requirements of the RFP. Authorized User reserves the right to view the contents of a background check prior to approving the Candidate.

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116	RFP_Main	9.4	50	With respect to MWBE efforts, please clarify what objective criteria will be used to make this assessment.	OGS will evaluate a Contractor's best efforts in accordance with the MWBE regulations. A copy of these regulations is available at http://www.esd.ny.gov/MWBE.html . Please see Part 142 for detailed information about the process.
117	RFP_Main	9.4	50	For requirement #19, please confirm that the objective criteria be provided by the non-MSP Authorized User so that the Contractor knows in advance against what additional measures its performance is being evaluated?	The detailed requisition process, related forms and technology are under consideration, but our intention is to create a consistent and reasonable process.
118	RFP_Main	4.14	18	In consideration of the reporting already required of employers at the federal level, will the State accept a bidder's 2011 EEO-1 report in lieu of the EEO 100 report format.	No, the State requires submittal of the EEO 100 form by all bidders.
119	RFP_Main	9.6.1.1	53 and 54	We request that in consideration of the number of clients/active projects that the OGS agree to insert the word "endeavor" with respect to the 30 day notice periods and renewal certificates.	OGS declines the requested change.
120	RFP_Main	9.6.1.1	54	Paragraph 5 states that if at any time the Contractor's insurance does not meet the RFP requirements the Contractor must stop work immediately. We propose that the Contractor be given a reasonable timeframe, (30) days, to address and remedy any such issue once identified.	OGS declines the requested change.
121	RFP_Main	9.6.1.1	54	Disclosure of the deductibles/self insured retention is problematic for us due to confidentiality reasons. We are a fiscally strong and financially sound company as demonstrated on our annual report, and are well positioned to pay insurance deductibles should the need arise. Should OGS still require this information, we would welcome the opportunity to confirm otherwise.	Disclosure of deductibles and self insured retentions is required under the RFP. This information can be deemed to be confidential and will be treated as such as allowed in compliance with the NYS Freedom of Information Law. Please follow the procedure set forth in Appendix B §14.
122	RFP_Main	9.6.2	54	With respect to #1 Commercial General Liability, because this is not a public works/construction contract, the reference to "explosion, collapse and underground coverage" and applicability to each job does not apply.	This is a standard coverage in a CGL policy unless the contractor has had it excluded. We require it to be included.
123	RFP_Main	9.6.2	55	With respect to #4 Professional Liability, our insurance policy is on a claims made rather than per occurrence basis. Please confirm that this acceptable to the OGS.	A claims made policy is acceptable if the contractor procures and maintains the insurance during and for a period of three (3) years after completion of the contract. The Contractor shall also purchase, at its sole expense, the policy with extended discovery clause coverage of three years after the work is completed.
124	RFP_Main	9.6.2	55	With respect to #5 Crime Insurance, in order to retain our rights under the policy, we can agree to adding the State as a joint-loss payee rather than the "loss-payee." Please explain what is meant by "extended theft."	Extended theft is Extended Coverage for Theft of Third-Party Confidential Information. The policy can name the state as a joint loss payee.
125	RFP_Main	4.3	23	Over the course of 5 years the Hourly wage rate for all listed Job titles may vary regardless of demand, what is the guidance OGS can provide if either: a) the hourly wage rate paid to the employee or subcontractor is more than what was submitted in the cost proposal attachment 6 for the specified job title and b) the hourly wage rate paid to the employee or subcontractor is more than what was submitted in the cost proposal attachment 6 for the specified job title	The Hourly Bill Rate will be fixed in the contract (with the exception of possible CPI increases) and it will be up to the Contractors to manage costs and quality of candidates. The initial Hourly Bill Rates will be set based on a Wage Rate and Markup percentage. Actual placements of candidates could have slight deviations in Wage Rate as long as quality is maintained, but Hourly Bill Rates will not adjust at the time of placement.
126	RFP_Main	1.5	7	Can a successful bidder use ANY NYS certified MWBE to satisfy their utilization goals or does it have to be one of the MWBE firms that attended the Dec. 21, 2011 Meet and Greet Event? What is the process for 'adding' MWBE sub-contractors? Can this be done at the time of 'Authorized Purchase' of services?	A Bidder can propose any certified MWBE firms in their Utilization Plan, regardless of their attendance at the MWBE Meet and Greet session. There will be a process in place by which Awardees can add MBE or WBE subcontractors to the list provided in their original proposal.
127	RFP_Main	2.1.1	9	How/why was the number of 25 awards determined?	We believe that this was a manageable pool of vendors to deliver high quality services to State agencies.
128	RFP_Main	3.1	11	Can a MWBE submitting as a prime bidder fulfill all/part of the stated utilization goals (i.e., 11% for MBE and 9% for WBE?). Are these annual goals or goals to be fulfilled over the life of the contract? It's not possible for a vendor to know at the outset how much work they will secure over the life of the contract.	If dual certified, either the MBE or WBE requirement can be met by your company performing the work. As noted in the RFP, the MWBE goals are set forth on a cumulative basis, but will be evaluated during the annual review process.
129	RFP_Main	4.3	23	Must the bidder supply rates for ALL regions (1, 2, 3)? Due to geographic locations, some bidders are more likely to respond to 'upstate' requirements and others to 'downstate' (New York City agencies).	Yes, a responsive Bid will include proposed rates for ALL job titles in Attachment 6, across the two Service Groups and three geographic Regions.
130	RFP_Main	7.1.1	30	What is the method for informing the general vendor community of the awards? For example, will the winning contractors and/or hourly rates for titles/regions be readily available on the OGS website?	Once the Contracts resulting from this RFP are approved by the Office of the State Comptroller, Contractor's Hourly Bill rates will be posted on the OGS website.
131	RFP_Main	1.2	4	What is the process for distributing written responses to vendor inquiries regarding the HBIT? (e.g., Who will get the responses and when will they be distributed?)	Official responses to the QA will be posted publicly.
132	RFP_Main	3	11	Are the MWBE goals mandatory or are they goals subject to best efforts to try to achieve?	The MWBE goals are established on the basis of the Contractor exercising good faith efforts.
133	RFP_Main	8.2	33	Please explain the opening sentence at Item 1 and give an example or two to illustrate.	Once OGS and the Bidder sign the contract documents, the contracts are submitted for approval by the Department of Law and the Office of the State Comptroller. Once the contract receive these approvals, the contract is returned to OGS who then mails the approved documents to the Bidder. The contract takes effect on mailing.

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134	RFP_Main	8.3.1	33	In Item 1, will the proposals be incorporated into the Contract	No. The resulting contract will incorporate all necessary language from the RFP and the Contractor's proposal including terms and conditions, and financial proposal Hourly Wage Rates and Markup percentages.
135	RFP_Main	8.7	35	There are no liquidated damages in Section 9.5.4. Please confirm.	Liquidated damages are included in the Consultant Replacement process as set forth in Section 9.5.4 in the form of the Authorized User's right to receive up to two working weeks of work from the Contractor with no charge. Additional liquidated damages are set forth in Appendix C.
136	RFP_Main	8.9	35	What is a "PS" Contract?	A PS Contract is a contract for personal services.
137	RFP_Main	8.1	35	May the Contractors decline to accept orders from Non-State Agencies?	No, a Contractor may not decline to accept orders from non-state agencies in accordance with the requirements of State Finance Law §163(4).
138	RFP_Main	8.15	38	Will the State (i) specify limited warranty remedies of repair, replace, or refund amounts paid for non-conforming services; and (ii) provide an exclusion of all other warranties express or implied?	No.
139	RFP_Main	8.16	38	Will the State replace the word "liable" in line 5 of paragraph 1 with the word "responsible"?	To clarify, this response refers to the word "liable" in line 4 of paragraph 1 in section 8.16. The State will not replace or otherwise change the word liable in this sentence.
140	RFP_Main	8.2	41	Please clarify--is this just a required privacy notice to the offerors as to how their private information will be handled by the State? If not, please explain.	To clarify, this response refers to the content in section 8.20 INFORMATION SECURITY BREACH AND NOTIFICATION ACT. As stated therein, Section 8.20 informs Offerors of their responsibility, if selected as a Contractor for the State of New York, to abide by Section 208 of the State Technology Law (STL) and Section 899-aa of the General Business Law (GBL).
141	RFP_Main	8.22	41	Are the services the Contractors will provide to the State exempt from State and local sales, use, and similar taxes? If so, will the State and Authorized Users provide exemption certificates?	Yes, and yes. See Appendix B §18.
142	RFP_Main	8.24.7	43	We assume that nothing in the Contract requires the Contractors to provide access to any documents or information that is subject to a recognized privilege or exclusion, including without limitation, the attorney-client and attorney work product privileges. Please confirm.	If the Federal government elects to implement its audit right under this clause, a Contractor may assert its claims of confidentiality and privilege.
143	RFP_Main	9.1.1	45	If the Contractors and the State cannot obtain sufficient personnel at the rates in the Contract, will the State make reasonable exceptions to increase rates above the Contract rates to reflect market supply and demand for specific categories of personnel?	No
144	RFP_Main	9.5.4.1	52	The language here is confusing. If a Consultant is unavailable due to circumstances that the Contractor does not control (e.g., termination of employment, illness, family emergencies, military service), how can the Contractors provide prior written notice? Is the intent here to require notice only if and when the Contractor has sufficient notice itself, such as, when the Contractor elects to reassign a Consultant for its own account?	The Contractor must provide the notice set forth in the RFP in Section 9.5.4.
145	RFP_Main	9.5.4.1	52	Does the State typically waive the 80 hours when the replacement is caused by circumstances beyond the Contractor's reasonable control (e.g., termination of employment, illness, family emergencies, military service)?	This liquidated damage may be waived in whole or in part if it is determined that the need to replace the Consultant was beyond the control of the Contractor.
146	RFP_Main	9.5.4.2	52-53	Please answer the same questions as asked for Section 9.4.5.1.	This liquidated damage may be waived in whole or in part if it is determined that the need to replace the Consultant was beyond the control of the Contractor.
147	RFP_Main	9.6	53	We must confirm some of these insurance details with our broker. Will we have an opportunity to request reasonable variations in our proposal as necessary to fit our coverage?	Questions on insurance details can be submitted during the Clarifying Questions phase of the RFP.
148	RFP_Main	9.6.1	53	Our deductible for Professional Liability is substantially higher than \$100,000, but we are very large company with substantial resources. Will this be acceptable?	The bidder would need to provide: <ul style="list-style-type: none">• Audited financial statements.• Assurance that funds have been set aside in a funded reserve to pay the deductible.
149	RFP_Main	8.16	38	1) Can a firm submit as a prime and also be submitted as a sub to a prime for this bid response?	Yes. Bidders are reminded, however, of Section 139-d of the State Finance Law regarding Non-Collusive Bidding requirements.
150	RFP_Main	9.3, #2	48	2) Is it possible to change the requirements on background checks to a candidate after selection? If background checks need to be done on all submitted candidates this will only increase the cost to the State as opposed to doing them on only those candidates selected.	See Amendment to the RFP

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151	RFP_Main	9.3, #2	48	3) Follow up to question 2: If background checks need to be done on all submitted candidates, given that we have ten days to submit, often times it can take up to five days for a background check to be done. This effectively limits our time to source candidates to five days. So is it possible to extend the number of days between release of the requirement and the due date or again, implement question two.	See Amendment to the RFP
152	RFP_Main	4.2.1	20	"Bidder must have provided at least five (5) IT resources to governmental entities for one of the Service Groups". Does it mean that 5 IT resources for entire service group and not 5 IT resources per role in the Service Group ? Please confirm.	Yes. This means 5 IT resources for the entire service group.
153	RFP_Main	4.2.1	19	As regards to Mandatory criteria, will OGS also consider references outside of NY state ?	This question is not clear. Bidders are asked to demonstrate their experience with both NYS and non-NYS entities throughout the Technical Proposal.
154	RFP_Main	2.1.1	9	Please provide number of minimum person hours per year that would be awarded to each of the selected contractor.	There is no minimum number of hours per year being awarded. This is a zero dollar contract.
155	RFP_Main	4.2.5	21	Please confirm if a bidder may bid for only one service group.	Bidders must bid on both service groups.
156	RFP_Main	1.5	6	When will be allowed to set up our table for the meet & greet - will tables be assigned or will it be on first come basis?	The date for the Meet and Greet event has passed.
157	RFP_Main	3.2	11	Regarding non MSP users. Other than current business is there a method in apply for this status if our company is not selected under the current MSP HBITS model?	No, through this RFP process for Group #73012 NYS is establishing the centralized, statewide contract for HBITS. Bidders who do not receive award through this process may work as a subcontractor.
158	RFP_Main	3.2	11 13	Specific to the MSP - will this function be outsourced to a third party outside of the state (and if yes could you let us know the outside agency who has been awarded the MSP) and if there is a VMS what are the charges associated with this function and will there be an additional contract with the MSP/VMS provider?	NYS OGS will operate and manage the MSP with internal NYS staff.
159	RFP_Main	4.2.1.1	19	Could you expand just a bit more on joint ventures and how you see this working. Also could you make a firm distinction between joint ventures and sub-contracting?	Merging with another company is different from a joint venture. In general terms, when companies merge a singular entity exists at the conclusion of the merger process. In a joint venture, each company retains its independent existence and enter into a contractual agreement joining together two or more business enterprises, for the purpose of performing on a State Contract. With a joint venture, the experience and resources of all partners to the joint venture are considered during the evaluation process. A subcontractor's experience and resources are not considered during the evaluation process.
160	RFP_Main	6.3	27	Specific to Pagination - most of the forms Administrative e.g., are pw protected. It will be impossible to comply with the pagination request unless we are able to modify the forms. Please advise.	Section 6.3 of the RFP has been amended to delete this reference to Pagination.
161	RFP_Main	6.3	27	Specific to copies - will a clear cover with a spiral binding qualify for the descriptor of "hard" copies. The cover will not be actually "hard" but it will be bound with the Ibico plastic combs and incased in a clear plastic cover on front and back	A clear cover with a spiral binding will qualify for the descriptor of "hard" copies.
162	RFP_Main	7.1	30	Specific to the State Evaluation Philosophy - will the decision committee or has the Governor, given any indication that companies who are NYS entities, who pay NYS taxes and who hire NYS residents be given any consideration in the final evaluation process? Is this "...consistent with the best interests of the State of New York.?"	Contracts awards will be made in accordance with the evaluation criteria set forth in RFP section 7.
163	RFP_Main	9.2.4	46	While we understand the Administrative Fee to NYS will there also be a fee to the MSP and if yes at what % or how will this be calculated? If yes, will there be a separate contract to cover the MSP services?	All fees are currently described in the RFP.
164	RFP_Main	9.6	53	Insurance While we understand there are no changes to the contract our insurance provider has asked if to see if there can be any negotiation in the following: 1. CGL is not written on a per project basis. We would suggest offering evidence of higher limits. 2. The CGL and Auto provide blanket additional insured status where required by written contract. If that is not acceptable we would need to get an endorsement issued by the insurance carrier. 3. We do have an issue with being able to comply with the notice of material change. Material Change is not an insurance term so we would not know when a notice would be required and it would be administratively impossible to provide notice. It is extremely rare to have a change midterm, so although it may not be an issue, we could not evidence it on a certificate. 4. Also the requirement to have a renewal certificate 30 days in advance of renewal will be difficult as the renewal is not automatic and rarely done that far in advance.	1. We will not change the per project requirement. 2. Please provide the blanket endorsement for our review. 3. When there is any change that materially affects the coverage provided we require notice. 4. This notice requirement can be complied with through an endorsement. We will not change this requirement.

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165	RFP_Main	4.1.4.1, MWBE Utilization Plan	18	This MWBE form asks for a detailed description of work to be performed by the MWBE, which at this time is unknown other than that they may be providing some consultants of unknown skill sets. Would it be permissible to answer "Provide consultants as requested?" The form also asks for the Region in which the work will be performed. Since this is a statewide contract, may we answer the region question as "Statewide?"	While the assignments may be unknown at this time, the general nature of the work is known. For the subcontracting aspects of the form, it would be acceptable to use the generalized description of "providing consultants as requested." for supplies or services to be provided by MWBE, please provide as much detail as possible.
166	RFP_Main	4.2.5.3, Capacity	21	You state that the Bidder must possess and/or demonstrate a business presence throughout New York State that supports its proposal to recruit staff across all regions in the State (specifically, the three regions identified in Attachment 6). Can some capacity be demonstrated through the use of subcontractors in particular parts of the state or must the bidder, itself, demonstrate that solely through the use of its own recruitment staff it can meet the needs across the state?	Bidders must demonstrate that they can serve all three NYS regions either directly or via subcontractors.
167	RFP_Main	4.2.5.4, Recruitment, Retention & Attrition	21	Under recruitment, you ask that the narrative "provide a sample of relevant standards and procedures." What are you looking for here? You also ask "what process does the Bidder propose to provide appropriate Candidates as-needed to Authorized Users?" Are you looking for a different process than that detailed in the flow charts shown on page 12 (3.2) and page 16 (3.2.5)?	Please demonstrate your own internal standards and procedures that help you recruit and place high quality consultants.
168	RFP_Main	4.2.5.6, Client Management	22	You ask that we include information on how we plan to utilize "Knowledge Transfer Methods" with our clients. What are you looking for here? In addition, you ask that we detail "What planning and monitoring of work will be provided for Consultants engaged by Authorized User?" Since this is not solutions work which is outside the scope of this contract, but rather straight hourly staffing, what type of planning and monitoring of work is expected of the Bidder by OGS?	OGS is asking Bidders to provide solutions to each of the questions posed. OGS wants to know each Bidder's experience with skills transfer and knowledge sharing. This also applies to planning and monitoring of work.
169	RFP_Main	6.3.1, Submission of Electronic Media	27	We understand you want two copies of the electronic media. Assuming we plan to provide this on cd's, would you be looking for two cd's with each one including separate administrative, technical and financial sections or do you want six cds, two with administrative, two with technical and two with financial sections?	We are seeking six (6) cds, two with administrative, two with technical and two with financial sections. Please refer to Section 6.3.1 of the RFP for CD labeling instructions.
170	RFP_Main	8.3.1.3, Terms & Conditions, Section 62, Contract Billings	34	a) Billings. -- States: "Submission of an invoice and payment thereof shall not preclude the OGS Commissioner from requesting reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate." The section in quotes seems to indicate that Authorized Users can determine after hours are approved that they are entitled to some form of refund for the quality of the work performed. This would not be standard since it is industry standard that approval of the hours worked implies acceptance of the work performed. Would OGS consider removing the italicized section? The same issue appears in c) (i) Billings.	RFP section 8.15 sets forth the services warranty for this contract. Provides that notices of deficiencies must be made within 90 calendar days from performance of the services that gave rise to the warranty claim. The quoted language is consistent with the warranty. Accordingly, the requested amendment is declined.
171	RFP_Main	8.14.1, Method of Payment for MSP Users	37	The RFP states "At a minimum, said invoicing will either in its body or as an attachment shall itemize services performed during that month..." What is meant by itemizing services performed? While the bidder will know the skill set of the consultant, for confidentiality and other reasons, the bidder is not told of the actual work performed. How would this information be given on the invoice then? The same question applies to 8.14.2 Method of Payment for Non-MSP Users.	The Contractor will be required to collect from the candidate and then include sufficient documentation of the services provided on any related invoice. Itemization should not be interpreted to include any confidential or other information not reasonably or legally known by the Contractor.
172	RFP_Main	8.14.1, Method of Payment for MSP Users	37	The RFP indicates that invoices must be supported "by time sheets with original signatures, which will include the daily hours worked by the respective individual(s) attached to invoices as backup." Our company uses electronic hours, approved electronically by supervisors through an email link to our website. Will OGS accept copies of timesheets with electronic signatures attached to the invoice? The same question applies to 8.14.2 Method of Payment for Non-MSP Users.	Candidates must complete a time record to be approved (via original signature) by the Authorized User. Such documentation must be included in any related invoice.

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173	RFP_Main	8.15, Services Warranty	38	The RFP states: "The Authorized User must notify Contractor of any services warranty deficiencies within ninety (90) calendar days from performance of the services that gave rise to the warranty claim." This would imply that three months after the consultant's hours were approved and the consultant was paid, the Authorized User could request a refund or no charge rework. This is not industry standard which is that once the timesheet hours are approved, the work is deemed satisfactory. Would OGS agree to remove this 90 warranty from the RFP?	OGS declines the requested change.
174	RFP_Main	9.1.4	45	You state that CPI adjustments will not be applied to the mark-up. However, given the potential size of this contract and the fact that it is mark-up based, it is clear that vendors will need to be aggressive in their mark-up percentage. In the current economic and political climate, there are many significant pending legislations and payroll tax risks at the city, state and federal level that are impossible to predict right now and could be very costly to employers.. For instance, federal unemployment taxes are currently set to rise for employers in NYS because the state is losing part of a credit on federal unemployment taxes in 2011 since NYS has unpaid balances for two or more years on federal funds borrowed to pay state unemployment claims; NYC is considering mandating 9 days of paid sick leave; and there are numerous other potential employer payroll cost risks such as further increases in FUI, SUI, Worker's Compensation, and the MTA Commuter Tax and federal health care reform. In light of these clear risks, would OGS agree to put in any resultant contract that the agreed to mark-up will be increased proportionately for any increase in government mandated benefit costs? You cover raises for employees based on changes in the Consumer Price Index, but have nothing that protects the Employer/Contractor from unpredictable cost increases.	The State may, at its sole discretion, address the issue of Government Mandated Program Price adjustments on a case by case basis if and when such a government mandate comes to pass. Please see Amendment to this RFP.
175	RFP_Main	9.3.2, Candidate Placement, Background Check	48	The RFP states that "An industry standard criminal history background check and all sound screening practices must be done prior to presenting a Candidate." Who pays for the check, as criminal background checks are expensive. It is industry standard to conduct a criminal background check only after a particular candidate has been selected for hire. Otherwise, as many as 40 unnecessary criminal background checks will be performed on submission of candidates (assuming 20 vendors each submit 2 candidates for a position). If the vendor has to pay for the criminal checks, will OGS agree to follow industry standard protocols and only require a criminal background check on the final selected candidate?	See Amendment to the RFP
176	RFP_Main	9.3.3, Education Credential Validation	48	In the case of candidates with education outside of the US that needs to be verified, is this verified prior to placement of the final selected candidate? Will the cost of this validation through the NYS CS-approved company billed back to OGS?	Candidates are subject to the same verification process regardless of location of education. OGS will not accept any billing for this validation activity. All such costs must be incorporated into the Markup.
177	RFP_Main	9.3.10.1, Additional Requirments From Authorized Users	49	The RFP states that additional checks may be requested (and paid for by the Authorized User) including fingerprinting. Private entities have no ability to run fingerprint checks in NY, only government agencies can run such checks. Will the State make fingerprint facilities available if required by an Authorized User?	The contract terminology does not imply that the Contractor would perform the finger-print check but rather that the Contractor would facilitate the process of running finger-print checks where deemed necessary by the Authorized User.
178	RFP_Main	9.3.10.4, Additional Requirments From Authorized Users	49	The RFP states that consultants may be required to attend training sessions, and that if there is a fee for attendance, such fee will be paid by the Authorized Users. Will Contractors be able to bill for the time the consultants attend the training sessions, since NYS law will require the Contractor to pay the consultants for attendance during the training?	Yes, the Contractor may bill the State for the hours worked by the consultant as a result of mandated training by the Authorized User. The Bill Rate for training attendance is not different from that as listed in the Contract.
179	RFP_Main	9.3.10.5, Additional Requirments From Authorized Users	49	The RFP states that "Authorized Users may specify the manner and method by which the Consultant shall participate in knowledge transfer at the time of placement or at any time during the Consultant engagement." What is meant by knowledge transfer?	Knowledge transfer is standard in the Information Technology industry. It generally describes method(s) to provide the knowledge, skills, training and expertise to the client to enable him/her to do the work on his/her own if the consultant was no longer available.

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180	RFP_Main	9.4.12, Contractor Performance Criteria	50	The RFP states that " Contractor must commit to paying Consultants no later than 15 business days after receiving payment from the Authorized User." Given monthly billing, this could amount to over 60 days or more after the work was performed by the Consultant. NYS law requires that employees be paid within 2 weeks of performing services for which they are entitled to be paid. How does OGS reconcile their RFP statement with NYS law?	While unclear, this question appears to be referencing the employer obligations to make payments established by NYS Labor Law section 191 regarding frequency of payments. As this is an obligation imposed on an employer, there is no inconsistency with the payment methodology proposed by this solicitation. New York State and the various Authorized Users are not the "employer" of the consultants; the Contractor is the employer of the consultants. Accordingly, the requirements of Labor Law section 191 apply to the payment by the Contractor to the Consultant. The payments from the State to the Contractor are governed by the provisions of NY State Finance Law Article XI-A, which in general terms provides for a 30 calendar day period for the State to make payments after the receipt of a proper invoice. See also Appendix B sections 62 (as amended) and 64.
181	RFP_Main	9.1.4	45	Will the resultant CPI percent change (assuming there is one) be applied to the Contractor's hourly bill rates?	No, it will be applied to the Hourly Wage Rate and Hourly Bill Rates will be adjusted accordingly.
182	RFP_Main	9.3.11, Multiple Placement Requests	49	The RFP states that Contractors cannot submit the same Candidate for multiple placement requests until such Candidate is released from consideration by the MSP. What is the process if the Authorized User does not respond to MSP within the 5 business days stated in Section 3.2.1? How long can a candidate remain ineligible to be submitted to another Authorized User?	If the Authorized User does not respond to the MSP within 5 business days, the Candidate will be released and made available to be submitted to other Requisitions.
183	RFP_Main	3.2.1, Requisitions	13	The RFP states that once resumes have been collected, the HBITS MSP team will review resumes to determine that proposed Candidates meet the qualifications specified in the Requisition Form. What process will the MSP use to determine which resumes qualify to be submitted to the Authorized Users and which will be eliminated? Does the HBITS MSP team have subject matter experts knowledgeable in all areas of the IT field covered by this RFP or will they consult with the Authorized Users to determine if proposed candidates meet the qualifications?	The MSP team will review resumes against a set of mandatory requirements. Only resumes for candidates that meet all of the mandatory requirements will be passed on to the Authorized User. The hiring manager will be responsible for reviewing the individual candidate resumes and assessing qualifications against the requirements of the role.
184	RFP_Main	1.4.2, Pre-Bid Conference		The RFP states that it is the intent of OGS to provide answers to RFP questions at the Pre-Bid Conference. Assuming these are the answers to all the questions that vendors submitted by 12/14, how are these answers going to be provided. Will there be a handout to only those that attend or are answers also going to be emailed to all bidders who have submitted an "Intent to Bid" form?	The date for the Pre-Bid Conference has passed. Q&A has been posted publicly.
185	RFP_Main	4.2.5	20	"The Bidder must be able to hire, deploy, and manage IT Consultant staff in the quantities required by Authorized Users..." Does this contract only apply to vendors who supply IT staffing?	Yes.
186	RFP_Main	2.1.1	10	"the HBITS Contract shall not be used for deliverable-based consulting services." We are a single-source vendor that has supplied software and technical support services for our software alone via the old IT Services Back-Drop contract. As a very SBE, we do not have the resources to supply IT staffing nor the desire. Does this new HBITS contract apply to what we do? Do our services fall under the above "deliverable-based" definition? In which case, how do we continue servicing our own software?	Vendors providing services under the IT Services Back-Drop contract that are unrelated to HBITS will contract directly with agencies or utilize alternative contracts. The HBITS contract is limited to hourly-based deliverables.
187	RFP_Main	3.1 4.1.4.1	11 18	There are goals for M/WBEs outlined in this RFP. Does this account for SBEs as well?	New York State Executive Law Article 15-A does not authorize the setting of goals for small business participation. While the MWBE regulations require that a certified MWBE also be a "small business", there are definitional differences from the small business criteria set forth in State Finance Law section 160(8).
188	RFP_Main	9.1.4	45	Section 9.1.4 references a Section 9.2.11 for additional information on markup percentages. There does not seem to be a Section 9.2.11. Is a section missing, or is this an incorrect reference?	This reference is a typo.
189	RFP_Main	9.5.4.1 and 2	52-53	In the event a consultant has to be replaced, if the original contractor supplies a replacement, the contractor must supply up to 80 hours of work from consultant at no charge. If the original contractor is unable to supply a replacement, are damages assessed?	Yes.

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190	RFP_Main	2.2, Category History	10	The State encourages firms, regardless of size to submit a bid in response to this RFP and to partner with other firms, S/M/WBE firms to meet the demand. However, the pricing algorithm of hourly wage plus markup percentage puts subs. especially SBEs at a severe pricing disadvantage. How does OGS plan to bridge this inconsistency.	OGS does not agree that there is inconsistency here. Wage rates are set by the market and you have complete discretion to set Markups.
191	RFP_Main	3.1, HBITS Model for NYS	11	Does OGS plan on releasing another RFP to procure a MSP or will OGS handle all MSP activities for the entire contract term and any extensions thereof?	NYS OGS will operate and manage the MSP with internal NYS staff.
192	RFP_Main	3.1, HBITS Model for NYS	11	We understand that a tier 2 subcontractor be allowed to recruit, submit and place consultants hired through a tier 3 or tier 4 subcontractor. Is it correct that no matter how many levels of subcontracting are involved, only the stated standard markup percentage of the prime will be allowed?	The Contractor and all subcontractor companies will be subject to the Bill Rate in the contract.
193	RFP_Main	3.2 HBITS Process	12	Who will perform scoring on candidates' resumes, MSP or Authorized User? Whom should a contractor contact in order to set a debrief meeting if and when a contractor is notified of non-selection?	The MSP team will review resumes against a set of mandatory requirements. Only resumes for candidates that meet all of the mandatory requirements will be passed on to the Authorized User's. The hiring manager will be responsible for reviewing the individual candidate resumes and assessing qualifications against the requirements of the role. There will not be a debrief meeting for placements of individual candidates. End user's will be notify the MSP within 5 days if they desire to interview or decline candidates for each role. The MSP will notify Contractors with declined candidates as quickly as possible. Please refer to Section 3.2.1 of the RFP.
194	RFP_Main	3.2.1, Requisitions	13	How long after Agency user notifies MSP will candidates interviews be scheduled?	The MSP will notify the Contractors after the 5 day review process for individual candidates. Please refer to Section 3.2.1 of the RFP.
195	RFP_Main	3.2.1, Requisitions	13	When will a contractor be notified of a candidate selection? Does notification constitute final approval for this service or is other agency approval required?	The MSP will notify Contractors of candidate selection after the Agency end-users complete their review of all potential candidates. No additional approvals are required at that point in time.
196	RFP_Main	3.2.1, Requisitions	13	Will the contractors be informed of the candidate start date at the same time they are notified of candidate selection? I	Yes
197	RFP_Main	3.2.3, Engagement Duration	14	How does State plan to procure consultants whose services are required beyond the initial 24-month contract? Will the same position be re-bid?	Yes, a new requisition will be completed.
198	RFP_Main	4.2.1.1, Joint Ventures	19	Will the State consider the combined experiences of a Prime contractor and multiple subcontractors while evaluating the qualifications to perform the type, magnitude and quality of work specified in this RFP assuming that the Prime meets minimum qualifications to submit a bid? For example if a prime contractor Company A consisting of 4 recruiters and making an average of 80 placements per year teams with two subcontractors Company B (2 recruiters, average of 25 placements) and Company C (100 recruiters, average of 500 placements), will the State evaluate this as a joint venture team comprised of 109 recruiters making an average of 605 placements?	No, the State will not consider the combined experience of a Prime contractor and its subcontractors. The State however, will consider the combined experience of joint venture partners. Joint ventures should submit one technical proposal in total – the responses can and should be based on combined experience from the companies that comprise the joint venture. It is unclear which scenario was posed in this question.
199	RFP_Main	4.2.2, Mandatory Qualifications	20	The RFP states that the Bidder must have provided 5 IT resources for one of the service groups within the last two years. Are you asking for 5 new placements made within the last two years or can we count placements made prior to the two year period and continued to serve government entities during that last two years?	This section of the RFP refers to new placements made within the last two years.
200	RFP_Main	4.2.5.3, Capacity	21	Will the State consider the combined operations of a prime and multiple subcontractors to demonstrate the ability to support recruiting of staff across all regions in the State?	Yes. State-wide delivery capability as defined by the three regions will be a consideration in technical evaluation. This delivery capability will consider direct placements and subcontractor network. Contract awards will be made in accordance with the evaluation criteria set forth in RFP Section 7.
201	RFP_Main	7.1.1, Awarded Contracts	30	Can a "Waitlist" contractor act as a subcontractor to an "Active" contractor during the "Waitlist" period?	No. A party who is awarded one of the 25 HBITS contracts cannot subcontract through any other Contractor.
202	RFP_Main	2.1.1 Out-of-Scope Work	9	Once this contract is in place, will it negate the CIO-OFT Select IT Consulting Services now being evaluated? If not, how will that contract be used, and by whom?	NYS has not mandated the cancellation of any existing State contracts at this time.
203	RFP_Main	2.1.1 Out-of-Scope Work	9	When this system is in place, will State agencies and Authorized Users continue to have the option of procuring services through M/WBE discretionary purchases?	The HBITS contract does not impact discretionary authority.
204	RFP_Main	2.1.1 Out-of-Scope Work	9	How does the State plan to procure project-definition based services?	An Authorized User that seeks a project definition based services will determine an appropriate mechanism to procure those services as needed.

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205	RFP_Main	3.2 HBITS Process	11	Will OGS make any special allowances as other states have done, such as requiring primes to release new requisitions to their S/M/WBEs 12 to 24 hours before releasing to other subs? Or Can OGS provide any other options to promote or encourage S/M/WBE participation?	This process is not allowable under NYS Finance Law. NYS is strongly encouraging participation and has established goals through this RFP process.
206	RFP_Main	9.6.1.1	53	It may not be possible to comply with the requirement to provide 30 days prior written notice to policy changes or non-renewals. Renewal policies typically are not finalized 30 days prior. EMA would like to negotiate this item to better reflect insurance industry standards.	This notice requirement can be complied with through an endorsement. We will not change this requirement.
207	RFP_Main	9.6.1.1	54	ISO form number CG 20 26 11 85 is no longer available. Vendor assumes CD 0246 0805 is a suitable equivalent substitute.	The form is still available and we require it be provided.
208	RFP_Main	9.6.2.3	55	Vendor does not own or lease any automobiles, and would like to strike reference to owned or leased automobiles.	No, the language should be retained in case such automobiles are acquired.
209	RFP_Main	9.6.2.4	55	Vendor would like to change "a limit of not less than \$2,000,000 per loss" to "a limit of not less than \$2,000,000 per claim and \$2,000,000 aggregate."	This appears to be for the professional liability insurance. If so, the proposed change is acceptable.
210	RFP_Main	9.6.2.4.2	55	Vendor would like to insert and the end of the penultimate sentence "as long as such coverage commercially available and affordable."	OGS declines this change.
211	RFP_Main	9.6.2.5	55	Vendor would like to strike the word "agents"	OGS declines this change.
212	RFP_Main	9.6.1.1.4	54	Vendor would like to change "All insurance policies will provide" to "All Commercial General Liability and Automobile Liability insurance policies will provide"	This appears to be in the primary coverage requirement. If so, the proposed change is not acceptable.
213	RFP_Main	9.6.1.1.4	54	Vendor would like to add the following to the end of this section: "Works Compensation, Employers Liability, and Professional Liability will be primary."	OGS declines this change.
214	RFP_Main	8.1	33	Since NYS OGS anticipates the HBITS contract to begin on or about April 1, 2012 and the current NYS OGS IT Services backdrop contract expires on December 31, 2011; is or will NYS OGS consider extending the current IT Services backdrop contract to at least March 31, 2012 to allow for OGS's transition to the HBITS contract?	The current NYS OGS ITS contract will not be extended.
215	RFP_Main	4.3, Financial Proposal Requirements	22	The proposal defines Hourly Wage Rate and Markup as separate entries to be evaluated, which require 'cost' information. The bidder does not have a cost accounting system, and cannot provide a hourly wage rate separate from 'markup' costs; the hourly rates this potential bidder provides to users are considered loaded rates (hourly rate + markup), and cannot be separated. If the potential bidder were allowed to propose a loaded hourly rate for each category, the OGS would be able to evaluate the overall hourly rate, which would be consistent with 7.2.2, which states "A Financial Proposal will be evaluated based on a pre-determined formula using the Bidder's proposed Hourly Wage Rates and corresponding Markup percentages for each Service Group as listed in Attachment 6.". Would the OGS consider relaxing the requirement for cost information by allowing bidders to propose loaded rates in order to open competition to commercial companies that do not have a cost accounting system?	This requirement will not be relaxed. Bidders must comply with the format and inputs provided in the bid sheets.
216	RFP_Main	4.22 Question #3	20	If the Contractor provided at least (5) IT resources to federal government entities as a subcontractor to a large Federal Systems Integrator, would that satisfy this Mandatory Qualification?	No. We will only consider direct sales, i.e. those that were directly invoiced, to the governmental entity.
217	RFP_Main	4.2.4 para 3	20	Question – When using the term "presence" does OSG mean a physical office of the Contractor?	We do not require Bidders to open additional offices. We will evaluate presence across the State by the Bidder's ability to place candidates in the three Regions (this can be done through subcontracting).
218	RFP_Main	4.3 second bullet	23	Contractors "Mark-Up" very often includes cost of travel (hotel, car, airplane) for providing non-local technical resources to clients. Should the Contractor assume this cost in every labor category and provide a "discounted" labor rate when a local resource is utilized instead?	Markup is defined as all costs a Bidder will incur beyond the Hourly Wage Rate paid to a Consultant. This may include, but is not limited to, statutory requirements (i.e., FICA, FUTA, SUTA, Worker's Comp. etc.), overhead, recruiting costs, training, visa sponsorship, and profit. A Bidder must enter a single Hourly Wage Rate for each Job Title listed in Service Groups 1 and 2. A range of rates is not acceptable and shall be deemed non-responsive.

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219	RFP_Main	4.3.3 para 4	23	Does OGS assume that every technical resource provided by a NYS "Active" Contractor (as a result of a contract award), will be local to the NYS Authorized User and that "out-of-town" resources are not to be considered	No, however see section 8.21.2 for information on travel expenses.
220	RFP_Main	9.3 para 2	47	Is it the request of the OGS that Contractor conduct a criminal history background check on ALL Candidates prior to submitting the resume for consideration or after the resource has been selected for an engagement? NOTE: if OGS requires a criminal background check prior to submittal this will increase the cost associated with delivering services under this contract as well as slow down the response time. Some background checks can take 7 – 10 business days or longer and cost between \$200 and \$400.00 per resource (particularly if they moved residences often or are foreign born).	See Amendment to the RFP
221	RFP_Main	9.4 para 11	50	If Contractor identifies a qualified resource that requests an Hourly Wage Rate that is less than the wage rate outlined in Contractors Attachment #6, can the Contractor pay the lower hourly wage rate to the resource, multiply the lower labor rate by the Contractors stated "Mark-up" and charge OGS a lower bill rate or should the Contractor pay the higher Hourly Wage Rate outlined in Contractors Attachment #6 and bill OGS the higher allowed bill rate?	The Hourly Bill Rate will be fixed in the contract and it will be up to the Contractors to manage costs and quality of candidates. The initial Hourly Bill Rates will be set based on a Wage Rate and Markup percentage. Actual placements of candidates could have slight deviations in Wage Rate as long as quality is maintained, but Hourly Bill Rates will not adjust at the time of placement.
222	RFP_Main	7.2.2	30 & 31	Please define terms "Lowest Financial Cost" and "Bidders Financial Cost" as those terms are used in the "Financial Score" formal.	These terms are defined in Section 7.2.2
223	RFP_Main	2.1.1 Out-of-Scope-Work	9	In the table outlining out-of-scope services and details, there is a reference to "Consulting or other installation work which is considered Public Works". Does Public Works in this context refer to physical infrastructure (e.g. water/wastewater systems) or IT systems supporting Public Works agencies and functions?	The term Public Works is defined in 2.1.1. Certain installations of IT systems have been deemed Public Works.
224	RFP_Main			Will businesses that have Women Owned & Minority Owned certifications in the state of New Jersey be considered equivalent to the certifications in the State of New York?	Please contact the Division of Minority and Women Business development of the NYS Empire State Development regarding equivalency certification.
225	RFP_Main	4.2.2	20	If a bidder has provided IT resources to Governmental entities through a prime vendor as a sub contractor. Can it be considered?	No. We will only consider direct sales, i.e. those that were directly invoiced, to the governmental entity.
226	RFP_Main	2.1.1	9	Regarding the Out-of-Scope services, can you specify which services are considered "Ancillary"?	Under the current IT Services backdrop contract, Ancillary Job Classifications/Titles are intended for other than hourly pricing such as per call pricing. As such, they fall outside the scope of this RFP. For additional information, please refer to the IT Services backdrop contract which can be found at the following location: (http://ogs.ny.gov/purchase/snt/awardnotes/73012s960275spec.pdf).
227	RFP_Main	3.2.1	13	Can you define tie break rules if same candidate is submitted by more than one contractor?	The candidate who is submitted by the Contractor first will be accepted.
228	RFP_Main	3.2.1	13	Can a candidate be submitted by a different contractor for a different position before candidate has been released?	The MSP will reject the candidate if they are already submitted for a different position in NYS.
229	RFP_Main	3.2.1	13	What determines minimum position requirements used for rejection and where will they be defined?	The MSP team will review resumes against a set of mandatory requirements. Only resumes for candidates that meet all of the mandatory requirements will be passed on to the Authorized User's. The hiring manager will be responsible for reviewing the individual candidate resumes and assessing qualifications against the requirements of the role.
230	RFP_Main	3.2.2	14	Does the state expect the same rates for a 2 month engagement as for a 24 month engagement? If answer is yes; has State considered one time costs associated with recruitment, background checks, Visa Sponsorship etc will be hard to amortize over shorter duration projects.	A Contractor will be required to provide the Bill Rate in the contract for all consultants.
231	RFP_Main	3.2.1	13	Will the state provide the data elements the Requisition Form will contain before RFP submission?	The detailed requisition process and related forms are in development, but our intention is to create a consistent process.

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232	RFP_Main	4.3	23	Markup Definition: Would state consider revising hourly wage definition to harmonize multiple models under which IT staffing companies operate? Rationale: Companies work different models: Full Time Benefited Employees: Consultant gets paid vacation, State Holidays, bench pay, training and career development allowance, Health Insurance, 401K etc, Visa sponsorship. Benefits adds significantly to direct cost of employment. W2 Hourly - No benefits are offered and consultant gets paid only for the hours worked; entire markup is gross profit barring statutory requirements 1099 - Under this entire markup is gross profit. One of the way to compare Markup figure equally across all models of compensation is to define CTC or Cost to Company for an employee; all benefits are added to harmonize hourly salary. Award criteria as defined in the RFP will yield to change in the operating models of the companies (offer no benefits); this frequently leads to inability to attract quality candidates.	NYS intends to pay a consistent mark-up from wage rate paid to contractors. The prime vendors are responsible for managing the costs incurred for each placement regardless of the source of that consultant. Our expectation is that the wage rate will be market-driven and that each vendor will bid mark-up percentages where they believe they can be competitive while still making a reasonable profit.
233	RFP_Main	4.3	23	3) The RFP states: "Hourly Wage Rate is defined as the hourly rate that the Consultant will receive, regardless of potential sub-contracting layers." Do you realize that the likely outcome of this will be that all sub-contracting will be virtually eliminated because either the prime contractor or the subcontractor will not profit on the placement? For example: Vendor A is one of the selected vendors (maximum 20) and quotes a labor rate for a mid level programmer of \$40.00 per hour and a markup percentage of 40%. This calculates to a bill rate of \$56.00 per hour (\$40.00 x 1.4). Vendor A seeks to subcontract to Subcontractor B that is an MWBE. Subcontractor B has a mid level programmer on staff that is being paid \$36.00 per hour. According to the terms of the RFP Subcontractor B would have to raise the compensation to its employee from \$36.00 per hour to \$40.00 because \$40.00 is the wage rate that Vendor A has quoted for a mid level programmer. But Subcontractor B, like every business, has payroll costs to cover and needs to make a profit to stay in business and calculates that it too needs to realize a markup of 40% to cover its costs and turn a profit. That means Subcontractor B would need to charge Vendor A \$56.00 per hour which	The Hourly Bill Rate will be fixed in the contract and it will be up to the Contractors to manage costs and quality of candidates. The initial Hourly Bill Rates will be set based on a Wage Rate and Markup percentage. Actual placements of candidates could have slight deviations in Wage Rate as long as quality is maintained, but Hourly Bill Rates will not adjust at the time of placement.
234	RFP_Main	4.3	23	4) If your response is that Vendor A should quote a markup sufficient to support subcontracting, do you understand that the likely outcome will be that agencies will be overpaying for all resources that Vendor A does not subcontract?	NYS understands the bid model proposed.
235	RFP_Main	9	45	5) OGS has previously stated its desire to procure Hourly Based IT Services as a commodity analogous to road salt for example. If this is so, do you understand that an attribute inherent to all commodities is that the price of a commodity will fluctuate over time depending on market forces, ie commodity supply and market demand?	NYS OGS conducted market research to understand supply and demand related to hourly IT services.
236	RFP_Main	9	45	6) Do you understand that if a consumer agrees to purchase a commodity at a fixed price over an extended period of time (for example 2 years) the consumer will either over pay for the commodity, not obtain the commodity and only rarely pay the fair market price for the commodity? An illustration follows: Scenario 1: when the fair market price for a commodity drops below the quoted price for the commodity the consumer (in this case NYS OGS and participating NYS agencies) will always over pay for the commodity (in this case IT services) because the price for the commodity is fixed and will not decrease to reflect the fair market price. Scenario 2: when the fair market price for a commodity rises above the quoted price for the commodity the consumer (in this case NYS OGS and participating NYS agencies) will be unable to procure the commodity because the market will be selling the commodity to other consumers willing to pay the fair market price. Scenario 3: the fair market price for the commodity (in this case IT services) exactly matches the quoted price for the commodity. Because commodity prices tend to fluctuate based on market forces this will be a random and brief occurrence and will only happen when the fair market price intersects with the quoted price for the commodity.	NYS OGS conducted market research to understand supply and demand related to hourly IT services.

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237	RFP_Main	4.3	23	7) The RFP states "Markup is defined as all costs a Bidder will incur beyond the Hourly Wage Rate paid to a Consultant. This may include, but is not limited to, statutory requirements (i.e., FICA, FUTA, SUTA, Worker's Comp, etc.), overhead, recruiting costs, training, visa sponsorship, and profit." Do you realize that the likely outcome will be that Agencies will be paying for visa sponsorship (imbedded in the Markup) for all consultants, even those that are not being sponsored for visas?	NYS understands the bid model proposed.
238	RFP_Main	6.2	27	9) The RFP states "Prices will be posted on the OGS website." Do you realize that each company will have a different fixed hourly wage rate that will be posted to the OGS website and as a result, each candidate will seek the highest hourly wage rate among the 20 vendors and thereby guaranteeing OGS will always pay the highest labor wage rate.	The Hourly Bill Rates will be posted on the OGS website. See amendment to the RFP.
239	RFP_Main	9.3 background checks	48	The RFP states "an industry standard background check and all screening practices must be done prior to presenting a candidate." Does this mean that the vendor must use a third party to conduct a "criminal background check" on a candidate prior to submitting his resume? If so, in many cases these background checks take more than 5-10 business days to get the results back.	See Amendment to the RFP
240	RFP_Main	2.1.1, 4.3, 7.2.2, 8.14, etc.	9,22,23, 31, 37, etc.	As is the case with most commercial organizations, we do not provide insight into direct labor rates, which we consider proprietary information. Previous hourly work with New York State has recognized this fact. The financial component of best value has always been evaluated based on fully burdened labor rates. Can OGS help us understand why it is deviating from this well-accepted approach for this RFP? Will OGS consider amending the financial proposal requirements to allow sell price rates to be bid, understanding that the current requirement may result in some well-qualified contractors deciding not to bid?	OGS believes that it has fully explained its pricing approach in the RFP. OGS will not consider amending that approach.
241	RFP_Main	2.1.1, 4.3, 7.2.2, 8.14, etc.	9,22,23, 31, 37, etc.	Will the State consider modification of the pricing model to market competitive rates structures? The net result would be similar - market competition driving excellent pricing for the State, without the privacy and disclosure issues that the cost plus model includes, which will reduce the pool of vendors eligible to bid on this contract.	OGS believes that it has fully explained its approach in the RFP. OGS will not consider amending that approach.
242	RFP_Main	2.1.1, 4.3, 7.2.2, 8.14, etc.	9,22,23, 31, 37, etc.	Many vendors' approved accounting practices call for cost estimations based on categorized costs. Please advise if cost categories will be acceptable in lieu of cost disclosure by individual salaries.	OGS believes that it has fully explained its approach in the RFP. OGS will not consider amending that approach.
243	RFP_Main	7.1.2	30	Regarding Proposal Weighting of 40% Technical, 60% Cost: Does New York State have any precedent for a weighting of this nature for Hourly Based IT Services? Which NYS agencies have used such a weighting and was it proven to be successful?	Contract awards will be made in accordance with the evaluation criteria set forth in RFP section 7. This is consistent with State Finance Law.
244	RFP_Main	7.1.2	30	Regarding Proposal Weighting of 40% Technical, 60% Cost: Is New York State following a precedent established by other public sector or private sector firms that have successfully implemented a process to obtain hourly IT services with this weighting? Our concern, for vendors and for agencies that require capable, skilled resources, is that the weighting essentially makes price the overriding factor, which may run contrary to obtaining highly skilled individuals.	Contract awards will be made in accordance with the evaluation criteria set forth in RFP section 7. This is consistent with State Finance Law.
245	RFP_Main	4.3.1.3	23	Regarding Financial Proposal Requirements for Service Group 1: Does the markup have to be the same across the three regions for Service Group 1, or can it vary by region? Is there a reason why it would need to be the same across the regions?	Markups can vary across groups, but not regions. OGS believes that it has fully explained its approach in the RFP.
246	RFP_Main	3.1	11	The RFP indicates that the MSP will be "housed" at OGS. Does this mean that OGS / State Staff exclusively will make up the MSP, or does this mean that a blended team of State Staff and contractors, or full contractor team, will perform this function at OGS? We understand that the section refers to the MSP as "State-run", but in other places in the RFP the MSP seems to be referred to in a third person context that raises our question.	NYS OGS will operate and manage the MSP with internal NYS staff.
247	RFP_Main	2.1.1		Are we providing hourly based or time and material services	The HBITS contract will be only for hourly based IT services.
248	RFP_Main	.8.15	38	Can we change 90 days to 5 business days?	OGS declines the requested change.

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249	RFP_Main	1.6 and 3.3	8 and 16	In section 1.6 there are no definitions for "normal skill" and "high skill" as shown in section 3.3 - Estimated Quantities. Can OGS provide a definition as they will effect cost? Please note that sections 4.3.1 and Attachment 6 do not provide sufficient clarification. The definition makes use of the same term such as "low" or "normal" to define what is low or normal. Clarification such as specific education, training or experience requirements for "normal skill" versus "high skill" are needed.	The definitions of "normal skill" and "high skill" are provided in Attachment 6 on the "Skill Demand Definitions" tab.
250	RFP_Main	3.3	16	Does OGS have any breakdown of the \$140 million by location or by agency or both? The RFP indicates that a detailed analysis was done. Can that detail be provided to vendors bidding? Again, with more detail, a more competitive price can be provided.	NYS SST conducted a detailed spend profile. All bidders for this RFP have been provided the same information to provide a competitive bid.
251	RFP_Main	4.1.2 and Appendix B	18 and 91	With the HBITS contract not including hardware, software, systems integration services and other services previously included in the IT Services contract, it would appear that some clauses in Appendix B should be added to the list of excluded clauses on page 91 of Appendix B. Specifically, the following clauses appear to not be applicable to the HBITS RFP and resultant contract: 78, 79, 80, 81, 82, and 86. Would OGS please clarify which clauses among clauses 78 through 86 will apply to the HBITS RFP and resultant contract?	No further amendments will be made to Appendix B. If a clause is not applicable because of the scope of the contract, then its terms will not apply.
252	RFP_Main	4.3	23	Would OGS consider pricing for additional regions? For example, an Albany centric region, a Syracuse centric region and a Buffalo centric region? Since much of state government IT operations are in Albany, more competitive pricing could be provided for the area where the majority of work is. Otherwise, bidders are forced to average out large areas of upstate New York.	OGS believes that it has fully explained its approach in the RFP. OGS will not consider amending that approach.
253	RFP_Main	4.3.3 and 8.21.2, item 1	23 and 41	Clarification is required. It appears that the hourly wage rate bid is to be exclusive of travel costs on page 23. However, page 41 the RFP states in 8.21.2, item 1 that: "Consultants will not be separately reimbursed for expenses incurred for travel to and from a designated work location (commuting expenses)." Please clarify what is meant by designated location and commuting expenses. A state agency might have a facility in Buffalo and the vendor might be based in New York City. This might be considered a work location that is local to the agency and not local to the vendor, where the vendor would expect to receive travel reimbursement. Please clarify. For example, what if the agency job is a high demand skill where a resource is only available from NYC and the job is in Buffalo or Albany? Who absorbs the travel costs or hotel expenses?	The designated work location will be specified by the Authorized User in the Requisition Form that will be provided to the Active Contractors. Using the example provided, the Authorized User would have indicated the work location was in Buffalo and that travel may be required as part of the consultant duties. If the consultant's supervisor requests the consultant to travel from Buffalo to Rochester as part of his/her job duties, the consultant (Contractor) would be eligible for travel reimbursement. If the consultant is located in New York City and must report to work in Buffalo, the Contractor absorbs all travel costs getting the consultant to the Authorized User's work location.
254	RFP_Main	9.1	45	With CPI adjustments being provided in year 3 and year 5 only, why is there a cap of 3%, which equates to only 1.5% per year? Such a limitation may result in less aggressive pricing. Please consider the removal of the 3% limitation or modify to read a maximum of 3% per year.	OGS declines to make the requested change.
255	RFP_Main			From our review of the RFP, it appears that if a vendor completes attachments 1 through 6 in their entirety, the vendor's bid response will be deemed complete and responsive. Please clarify if our understanding is correct. If correct, we compliment OGS on making the RFP bid response requirements relatively simple and straight forward compared with many other government RFPs. If incorrect, what other portion(s) of the RFP require a response? Note: We are aware of Vendor Responsibility Questionnaire requirement.	Completion of Attachments 4A, 4B, 5 and 6 shall constitute a complete and responsive bid submission for the purposes of the Administrative, Technical and Financial sections. However, OGS must verify that all information has been accurately captured in said Attachments before deeming them complete and responsive. In addition, this answer shall not absolve a Bidder's requirements as set forth in Section 4 and 6 of the RFP. A Bidder shall note that Attachment 1 is for inquiries, Attachment 2 is for pre-bid tasks and Attachment 3 is for the report of contract purchases.
256	RFP_Main	3.2.1 and 3.2.4	13 and 14	Once the 20 active contractors are identified and awards completed, how will work be divided up among the contractors? Will it be based upon the candidate(s) resume and qualifications only? The RFP implies the answer is yes but why would the state potentially pay a higher price for a candidate with superior qualifications when another lower cost candidate may have sufficient qualifications to do the project? What safeguard does the state have that the best value is considered by the Authorized User at the time of selection when best value may be the lowest price?	All Active Contractors will have an opportunity to provide resumes for individual candidates during the requisition process. NYS will pay the Hourly Bill Rate in the contract for the position title. Hourly Bill Rates established in the resulting contracts will be a factor considered by the HBITS MSP when selecting resumes for agency consideration.

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257	RFP_Main	7.2.2	31	The RFP states that: "A Financial Proposal will be evaluated based on a pre-determined formula using the Bidder's proposed Hourly Wage Rates and corresponding Markup percentages for each Service Group as listed in Attachment 6." First is this correct? If so, it appears to contradict section 3.2.2 that speaks of hourly bill rates. Why would OGS base its evaluation on the hourly wage rates and mark up instead of the hourly bill rate charged to the state? Can OGS explain what the "pre-determined formula" is?	Contract awards will be made in accordance with the evaluation criteria set forth in RFP section 7. Both sections are correct given that Bill Rate is made up entirely of wage rate and markup.
258	RFP_Main	1.5	6	As a NYS Certified WBE firm based in NYC we would like to subcontract to the successful bidders. However, because of the religious holidays, key members of our staff will be out of the office for the week and unavailable to attend the Meet & Greet session on December 21st. Will there be a list of bidders posted on the NYS OGS website that we may contact prior to the bid due date, January 18th, 2012?	Yes. The list of Intents to Bid received by OGS will be posted in the coming days.
259	RFP_Main	8.14	37	If an invoice is made on 1st of every month, within how many days can we expect the payment?	Bidders are instructed to refer to Appendix B Section 64 Interest on Late Payments.
260	RFP_Main	8.14	37	Is the payment method by direct deposit or Check	Bidders are instructed to refer to RFP Section 8.3.1.3 regarding contract billings and payments for Authorized Users that utilize MSP. Authorized Users that do not utilize the MSP may make payments by either method.
261	RFP_Main	8.14	62B	What is the State Procedure?	For information about the State's electronic payment process, please visit the Office of the State Comptroller's website: http://www.osc.state.ny.us/epay/index.htm .
262	RFP_Main	1.2.3 Original RFP Questions 1.2.4 Clarifying Questions 1.4 Mandatory Pre-Bid Tasks Appendix B, Section 5, Definitions	Pages 5, 6 and Appendix B - page 66	<p>With regard to the sections referenced, the Request for Proposal states:</p> <p>Responses to all questions of a substantive nature will be given to all Bidders in the form of a formal addendum which will become part of the ensuing contract. (1.2.3 Original RFP Questions, page 5)</p> <p>OGS will respond to clarifying questions and will release official answers to the clarifying questions. Answers to all clarifying questions of a substantive nature will be given to all Bidders in the form of a formal addendum which will become part of the ensuing contract. (1.2.4 Clarifying Questions, page 5)</p> <p>A Bidder must be aware of the three mandatory tasks that occur prior to the bid due date as stated in Section 1.3. Any Bidder who does not complete all these tasks shall be disqualified from further participation in this Procurement. A Bidder must submit an Attachment 2, "Mandatory Pre-Bid Tasks" form which covers these three distinct tasks:</p> <ul style="list-style-type: none"> • Intent to Bid; • Mandatory Pre-Bid Conference Registration; and • Mandatory S/M/WBE Conference Registration. <p>(1.4 Mandatory Pre-Bid Tasks, page 6)</p> <p>BIDDER/OFFERER Any individual or other legal entity (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) which submits a Bid in response to a Bid Solicitation. (Appendix B, Section 5, Definitions, page 66)</p> <p>Question:</p> <p>The definition of Bidder and the requirements to be considered a bidder for this solicitation would appear to preclude the promulgation of information to any interested party that does not meet the definition or stated requirements. This would compromise effective communication and dissemination of information regarding the solicitation (e.g. questions, responses, addendums, amendments, etc.) for subcontractors, M/WMEs, SBEs and other interested parties not meeting the definition of Bidder.</p> <p>Specifically, how will OGS assure that information and communications issued will be available to other interested parties (non Bidders) subsequent to the Closing Date for Initial RFP Questions, Exceptions to Terms and Conditions and Mandatory Items Due from bidders? Will OGS post all information promulgated to bidders on the OGS web site for this solicitation for the entire restricted period and until such time as contracts are awarded and approved?</p>	OGS will conduct this procurement in compliance with State Finance Law and Economic Development Law. Information will be made publicly available at the same time to all potential Bidders using the OGS Bidder Notification System and the Contract Reporter. Register for the Bidder Notification System at http://www.ogs.ny.gov/ovr/Default.asp .

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263	RFP_Main	Section 3.2.5 HBITS Process for Non-MSP Users	Page 16	The RFP outlines the responsibilities of the MSP (NYS OGS) for Authorized Users of the contract. For Non-MSP users, it appears that the vendor will assume additional responsibilities with respect to follow-up, monitoring M/WBE metrics, invoicing and payments. Please validate. Also, will Non-MSP users follow the same timeline as Authorized Users in the Requisition process?	Contractors will work directly with non-MSP user entities. We recommend non-MSP user entities follow the same requisition process. Please note that MWBE goals under Executive Law Article 15-A are only applicable to state agencies and State authorities.
264	RFP_Main	Section 3.2.1 Requisitions	Page 13	What evaluation criteria will be used by Authorized Users when selecting a Candidate?	The detailed requisition process and related forms are in development, but our intention is to create a consistent process.
265	RFP_Main	Section 2.1.1 In-Scope Work Section 3.2.1 Requisitions	Pages 9 and 13	On page 9, it is stated that "The rates that are asked for on the HBITS Contract are actual wage rates and actual Markups that a Contractor intends to charge the State. This bid does not include Not-to-Exceed pricing." The requisition process on page 13 does not make references to rates. When a requisition is released to Active Contractors, it is assumed that the region, role and skill demand are specified. Please clarify how the rates for a requisition will be determined. Is an active vendor allowed to use a lower rate than what was proposed?	The Contractor Hourly Bill Rate for the region, role, and skill demand will be based on the contract pricing. The Hourly Bill Rate will be fixed in the contract and it will be up to the Contractors to manage costs and quality of candidates. The initial Hourly Bill Rates will be set based on a Wage Rate and Markup percentage.
266	RFP_Main	Section 3.2.1 Requisitions	Page 13	On page 13, the Requisition process indicates that "Upon completion of this screening, suitable resumes (up to 40) shall be passed on to the Authorized User by 5:00PM EST on the second business day after receipt from Contractors (exclusive of receipt date) day." If an active vendor submits a resume three days after the requisition is released, will that resume be passed on to the Authorized User on the second business day after receipt from that active vendor? Or will all resumes be passed to the Authorized User at the same time - on the second business day after the due date for submissions?	Yes, resumes can be submitted prior to the 10th day deadline. However, the MSP will wait to forward resumes to Authorized Users until between the 10th and 12th business day, after conducting its review.
267	RFP_Main	Section 7.2.2 Financial Score Evaluation	Page 31	On page 31, the RFP states that "A Financial Proposal will be evaluated based on a pre-determined formula using the Bidder's proposed Hourly Wage Rates and corresponding Markup percentages for each Service Group as listed in Attachment 6." Can you share the pre-determined formula?	Contract awards will be made in accordance with the evaluation criteria set forth in RFP section 7.
268	RFP_Main	Section 7.2.3	Page 31	Can you share the weighting factors associated with the Technical criteria: <ul style="list-style-type: none"> • Recruitment, Retention and Attrition • Subcontractor Management • Client Management • Capacity • Company Background • Organizational Structure 	Contract awards will be made in accordance with the evaluation criteria set forth in RFP section 7.
269	RFP_Main	Section 9.2.3 Webcasting	Page 46	In Section 9.2.3 - Webcasting, the RFP indicates "The Contractor must have access to Webcasting technology, such as Skype or GoTo Meeting, throughout the life of this Contract. This service must be provided to the State and Authorized Users free of charge. Authorized Users may have security restrictions which preclude them from installing certain kinds of applications, software, and/or hardware." Are there any technical constraints that the vendor needs to be aware of in proposing Webcasting technologies? If so, please identify these constraints.	There are currently no defined technical constraints with respect to webcasting.
270	RFP_Main	Section 4.2.1.1 Joint Ventures	Page 19	In Section 4.2.1.1 - Joint Ventures, the RFP states "Joint ventures between two or more companies are permitted, however one (1) single company must be designated as the primary Bidder and only the primary Bidder may submit a full response to the RFP." Can the primary vendor use data from the partner firm in completing its proposal response. Specifically, can data from the partner be used to complete Table 1 - Capacity Reporting?	Joint ventures should submit one technical proposal in total – the responses can and should be based on combined experience from the companies that comprise the joint venture
271	RFP_Main	Section 4.2 Financial Proposal Requirements	Page 22	Can NYS OGS provide an expected cost weighting factor for each title within each of the services groups across the three regions? This will help ensure the most effective pricing to NYS overall.	Please refer to Section 3.3 of the RFP for high level historical spend that allows Bidders to infer relative usage.

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272	RFP_Main	Section 4.2 Financial Proposal Requirements	Page 22	It is clear from the RFP that vendors are being asked to provide actual bill rates in the Hourly Rate charts provided. This means that all resources at a particular title will be charged at the same rate using the same markup. It also assumes that every resource of a particular title is compensated exactly the same. This is possible for new hires, but is extremely challenging for existing company resources. Since a majority of placements could be with existing company resources, we want to understand what the State expects in instances where the bill rate is set but our costs are lower than the standard hiring rate for a title. Are you expecting vendors to pay the consultant more if they are below the hiring rate or are you expecting a refund for the cost difference? In similar fashion, what does the State expect vendors to do when our costs are higher for a particular title than expected?	The Hourly Bill Rate will be fixed in the contract and it will be up to the Contractors to manage costs and quality of candidates. The initial Hourly Bill Rates will be set based on a Wage Rate and Markup percentage. Actual placements of candidates could have slight deviations in Wage Rate as long as quality is maintained, but Hourly Bill Rates will not adjust at the time of placement.
273	RFP_Main	3.2	12	Is the MSP currently using any technology to support the program? If so which technology is being used?	The MSP is under development and is evaluating the timing and potential for use of technology.
274	RFP_Main	9.3	48	Are background checks to be completed prior to presenting a candidate or are the checks to be completed prior to placement? Are we able to pass-through the cost associated with completed background checks?	See Amendment to the RFP
275	RFP_Main	2.1.1	9	second paragraph, "HBITS Contract are actual wage rates" - what does the actual wage rate mean? Does it have to be the actual hourly rate that the consultant is paid? If it is the actual rate that the consultant is paid, how can this rate be decided at this stage? For example with a Job Title of Mid Level Programmer: Access Programmers have a diff pricing level, .Net Programmers have a different pricing level, Cobol Programmers have a different pricing level. If the same price is paid to all 3 consultants, regardless of skill and market value, then how will the State avoid paying more for an Access Programmer? Conversely, the consultants with latest technologies and higher skill sets will be discouraged since they are getting paid at the same level as a lower skilled and lower market value programmer.	NYS intends to pay a consistent mark-up from wage rate paid to contractors. The prime vendors are responsible for managing the costs incurred for each placement regardless of the source of that consultant. Our expectation is that the wage rate will be market-driven and that each vendor will bid mark-up percentages where they believe they can be competitive while still making a reasonable profit.
276	RFP_Main	2.1.1	9	When using a sub-contractor, how can the prime vendor control the wages the sub-contractor is paying the consultant?	NYS will not actively manage the relationships between Contractors and their subcontractor networks. However, in accordance with the contractual provisions, NYS may conduct an audit to verify consultant wage rates (among other things). The prime Contractors are responsible for managing the costs incurred for each placement regardless of the source of that consultant.
277	RFP_Main	Section 3	21	"The Bidder must possess and or/demonstrate a business presence throughout New York State" - This seems to indicate that NY State is only interested in working with larger firms as only the big Multi-National companies will fully meet this criteria. How can Small Businesses & MWBE businesses ever do any direct business with NY State? What provisions exist to allow for small businesses to grow in NY State	Bidders can meet this requirement either directly or through subcontractors.
278	RFP_Main	Section 4.1.4.1	18	If the bidder is a NYS Certified WBE, can the bidder satisfy the 9% WBE goal itself?	The WBE requirement can be met by your company performing the work.
279	RFP_Main	Section 4.1.4.1	18	If the bidder has dual certification as a MBE and WBE does the bidder have to declare one or the other and thus have to utilize the other to meet the alternate goal?	Yes. In accordance with the MWBE regulations, a dual certified firm may count towards either a minority-owned business enterprise goal or a women-owned business enterprise goal, but such participation may not be counted towards both such goals and may not be divided between the minority-owned business enterprise goal and the women-owned business enterprise goal by a State agency.
280	RFP_Main	Section 8.4	35	Please clarify that this Section pertains to existing contracts (i.e. CMS-xxx-A) that are currently in effect and may have a term through June 30, 2012. Does it mean that if the HBITS contract becomes effective March 1, 2012, those contracts end?	Section 8.4 of this RFP relates only to contracts that result from this solicitation and have no bearing on previously let contracts.
281	RFP_Main	4.2.2	19	Because the HBITS RFP requires a bidder to have a minimum of \$500,000.00 sales volume with government entities over the past two years, could the Procurement Services Group please provide a financial billing summary for all vendors on the "Current Contract"? This will help non-compliant vendors form effective partnerships with potential vendors.	OGS declines this request.
282	RFP_Main	4.2.2	19	If two or more vendors submit a single proposal, can the entities add together their sales volume to meet the \$500,000.00 threshold?	If the proposal is submitted as a joint venture, then yes.
283	RFP_Main	Cover Sheet	1	Will the Procurement Services Group be providing a list of vendors and their contact information for any vendor that registers for the bidders conference?	The Intents to Bid received will be posted publicly in the coming days.

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284	RFP_Main	4.2.1.1	19	If a vendor submits a single proposal that does not include any joint ventures, but is also mentioned in another proposal as a member of a joint venture, will the proposal submitted by the vendor that does not mention any other joint venture be disqualified? Essentially, if a vendor chooses to go in under a joint venture (where they are not the prime contractor), are they disallowed from also trying to submit a proposal where they are the prime contractor?	No. A company must bid in ONE of the following ways: • As a prime bidder with no joint venture • As the primary bidder in association with a joint venture • As a joint venture partner with a primary bidder A company must not appear as a bidder (joint venture or not) in more than ONE proposal.
285	RFP_Main	4.2.5	21	If a bidder does not have a physical presence in all regions, are they disqualified from submitting a proposal?	No.
286	RFP_Main	4.2.5	21	Please define "The bidder must possess and/or demonstrate a business presence throughout New York State that supports its proposal to recruit staff across all regions of the state"	The bidder must be able to place staff for all job titles in all three regions of the State. The bidder must demonstrate this by showing that they have the ability to recruit staff in all three regions directly or via a subcontractor network.
287	RFP_Main	4.3.1	23	Experienced NYS vendors will quickly realize that past NYS recruiting requirements are centered into a fairly well defined set of titles and skill sets. Will the Procurement Services Group have a facility in place to stop vendors from submitting proposals that use higher rates on high volume skill sets and using below market rates on skill sets that will seldom, if ever, be used in New York State for the purpose of scoring their proposal higher?	NYS has provided all vendors with an identical set of information for this bid.
288	RFP_Main	Cover Page	1	The HBITS RFP specifies a contract term of 5 years, with a 1 year renewal. What mechanism will be put in place to insure that firms who aren't currently active in New York State have an opportunity to bid their services without being forced to subcontract with one of the approved vendors?	Bidders that meet the mandatory minimum qualifications of the HBITS RFP will be able to bid to be prime Contractors. Vendors who cannot bid on this RFP but want to provide services to NYS should work with the awarded Contractors to form subcontractor relationships.
289	RFP_Main	3.1	11	The HBITS model emphasizes a significant decrease in the number of primary contractors(20-25). The "Current Contract" has 700+ approved contractors. Clearly there will be a large emphasis on subcontracting arrangements. Because subcontractors will most certainly now be required to pay a fee to the approved prime contractors, would the Procurement Services Group consider adding a section on the proposal that would require all bidders to publish(at submission) their pre-approved markup when dealing with subcontractors?	Once the contracts are executed all contract information, including pricing, will be posted to the internet.
290	RFP_Main	3.1	11	Will firms that are owned by a female minority be counted as both an MBE and a WBE?	No.
291	RFP_Main	3.1	11	Will the 20-25 approved prime contractors be required to pay the hourly wage rate specified in the HBITS proposal when a candidate is placed through their firm?	The Hourly Bill Rate will be fixed in the contract and it will be up to the Contractors to manage costs and quality of candidates. The initial Hourly Bill Rates will be set based on a Wage Rate and Markup percentage. Actual placements of candidates could have slight deviations in Wage Rate as long as quality is maintained, but Hourly Bill Rates will not adjust.
292	RFP_Main	3.1	11	Will the Procurement Services Group require documentation that demonstrates prime contractors are actually paying the hourly wage rate specified in their proposals?	The Hourly Bill Rate will be fixed in the contract and it will be up to the Contractors to manage costs and quality of candidates. The initial Hourly Bill Rates will be set based on a Wage Rate and Markup percentage. Actual placements of candidates could have slight deviations in Wage Rate as long as quality is maintained, but Hourly Bill Rates will not adjust.
293	RFP_Main	3.1	11	Can subcontractors assume that they will receive an hourly wage rate that is, at a minimum, equal to the hourly wage rate in the primary contractors proposals?	The Hourly Bill Rate will be fixed in the contract and it will be up to the Contractors to manage costs and quality of candidates with subcontractors. Actual placements of candidates could have slight deviations in Wage Rate as long as quality is maintained, but Hourly Bill Rates will not adjust. NYS will not manage the relationship between Contractors and subcontractors.
294	RFP_Main	3.1	11	Will a standard title markup that is lower than competitors be scored higher?	Contract awards will be made in accordance with the evaluation criteria set forth in RFP section 7.
295	RFP_Main	Cover Page	1	There are hard goals related to MBE and WBE enterprises. Are there any hard goals relative to selecting New York State based firms?	New York State Finance Law does not permit the setting of goals relative to selecting New York State based firms.
296	RFP_Main	2.1.1	9	The services categorized as "Out of Scope Work" mention an alternative OGS contract. We have been involved in "Out of Scope Work" in the past and the contract vehicle we used was the current IT Services Back-Drop Contract(RFPS960275-E.1) Could you please expand on the use of "Alternative OGS Contracts"? Is the "Current Contract" still valid for non HBITS requirements?	The OGS ITS contract will expire on December 31, 2011. A pMemo was issued on October 26th, 2011 and can be found at the following link: http://www.ogs.state.ny.us/purchase/snt/awardnotes/73012S960275pm102611.pdf
297	RFP_Main	4.14	18	Should the MBE bidder submit form # MBE 100 – Utilization Plan?	Yes.

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298	RFP_Main	4.2.1.1	19	Should all the partners in the Joint Venture address all the sections of the proposal? If not, what are those sections that should be addressed by the Primary and secondary Bidder ?	Joint ventures should submit one technical proposal in total – the responses can and should be based on combined experience from the companies that comprise the joint venture. See Amendment to this RFP for more details on proposal submission for joint ventures.
299	RFP_Main	4.2.2(3)	20	Microexcel Inc, has provided IT resources to the state government entities as a Sub Contractor or indirectly through other primary contractor. Does this qualifies for Mandatory qualification as per section 4.2.2 ?.	No. The placements must be direct.
300	RFP_Main	4.2.2.(4)	20	Can a bidder qualify for the sales volume of \$500,000 with the government entities over the past two years by providing resources through Sub Contracting / Indirectly?	Only direct or prime vendor sales volume counts toward the \$500,000 threshold.
301	RFP_Main	4.2.5	20	1. Company background : Should all the Joint venture partners represent and warrant that, as of date of submission of the proposal that they have completed, obtains, performed all registration, filings, approvals, authorizations, consents and examination required by any governmental authority for the provision of the services and that bidder will, in order to perform the said services ?	Yes. A specific form to collect joint venture information is being created and will be released with the Clarifying Question responses.
302	RFP_Main	4.2.5	21	3. Capacity: is it OK if one of the Joint venture partners have organizational presence throughout New York State?	Joint ventures should submit one technical proposal in total – the responses can and should be based on combined experience from the companies that comprise the joint venture. See Amendment to this RFP for more details on proposal submission for joint ventures.
303	RFP_Main	4.2.1.1	19	Can Microexcel form Joint venture partnership with 2 or more companies (With JV partner as the Primary Bidder and Microexcel as a Secondary bidder) and also concurrently bid as a primary bidder.	No. A company must bid in ONE of the following ways: • As a prime bidder with no joint venture • As the primary bidder in association with a joint venture • As a joint venture partner with a primary bidder A company must not appear as a bidder (joint venture or not) in more than ONE proposal.
304	RFP_Main	4.1.4.1	18	What is the maximum number of subcontractors/ suppliers, a primary bidder can engage ?	There is no maximum.
305	RFP_Main	4.1.4.1	18	Can Microexcel engage a WBE subcontractor who doesn't have business presence in NY region?	In order to count towards meeting the MWBE goals, a subcontractor must be certified by NYS as either a WBE or a MBE.
306	RFP_Main	4.2.5	21	The RFP requires that the Bidder must possess and/or demonstrate a business presence throughout New York State that supports its proposal to recruit staff across all regions in the State. What qualifies as business presence here?	The bidder must be able to place staff for all job titles in all three regions of the State. The bidder must demonstrate this by showing that they have the ability to recruit staff in all three regions directly or via a subcontractor network.
307	RFP_Main	3.2.3	14	In section 3.2.3 you specify that the contract length is a minimum of 2 months and a maximum of 24 months. Can you provide the average contract length over the past 2-years across all agencies that procure consultants through this program? Also, do you anticipate the average changing in the foreseeable future?	All information necessary to respond to this RFP has been provided to all potential bidders. Also, the correct reference is to the engagement duration.
308	RFP_Main	4.3	23	Should the vendor's proposed markup also include any subcontractor costs and markup?	NYS intends to pay a consistent mark-up from wage rate paid to contractors. The prime Contractors are responsible for managing the costs incurred for each placement regardless of the source of that consultant. Our expectation is that the wage rate will be market-driven and that each vendor will bid mark-up percentages where they believe they can be competitive while still making a reasonable profit.
309	RFP_Main	4.3	23	Is the proposed hourly wage for a job title a "not to exceed" figure? If not, does OGS intend that we pay every consultant the same wage for a job title? In other words, in the pricing section of the proposal, we are being asked to essentially bid 3 figures for each job title, a pay rate, a markup percentage, and a bill rate. When actual candidates are submitted under this contract, which of the 3 figures will be expected to "not exceed"?	The proposed hourly rate is not a "not to exceed" rate. The Hourly Bill Rate will be fixed in the contract and it will be up to the Contractors to manage costs and quality of candidates. The initial Hourly Bill Rates will be set based on a Wage Rate and Markup percentage. Actual placements of candidates could have slight deviations in Wage Rate as long as quality is maintained, but Hourly Bill Rates will not adjust at the time of placement.
310	RFP_Main	4.3	23	Is the vendor's proposed markup intended to be a "not to exceed" figure?	The proposed hourly rate is not a "not to exceed" rate. The Hourly Bill Rate will be fixed in the contract and it will be up to the Contractors to manage costs and quality of candidates. The initial Hourly Bill Rates will be set based on a Wage Rate and Markup percentage. Actual placements of candidates could have slight deviations in Wage Rate as long as quality is maintained, but Hourly Bill Rates will not adjust at the time of placement.
311	RFP_Main	4.3.1	23	The RFP defines what skills & technologies are considered "normal" and "high". You may have a case of an authorized user requesting an unusual combination of normal skills. Is there any type of exception pricing?	It will be up to Authorized Users to appropriately categorize their proposed candidates into the appropriate job titles. In some cases there might be unique needs that do not fit this contract and will require procurement via other means.
312	RFP_Main	3.1	11	To run the MSP program, will NYS OGS be using a certain software tool such as Beeline, or Fieldglass, or IQNavigator?	The MSP is under development and is evaluating the timing and potential for use of technology.

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313	RFP_Main	4.3	22	Our employees are salaried and receive benefits (25 paid days off, Health Insurance, Dental Insurance, Life Insurance, a 6% annual 401k company contribution, bereavement leave, child rearing leave, etc., etc., etc...) equivalent to 35 % of their salary. These benefits are not markup, they are an integral part of the employee compensation package. Can these benefits be folded into the hourly rate?	For purposes of this procurement all benefits should be calculated as part of the Markup.
314	RFP_Main	1.5	6	If a non-NYS certified S/M/WBE begins the registration process with NYS Empire State Development immediately, must certification be complete before the proposal is due? Must certification be complete before a contract can be awarded? Is there a deadline by which certification must be completed?	There is no requirement that a bidder be a New York State Small Business or a Certified Minority or Women-owned business to be eligible to submit a proposal. Only firms that are certified by New York State can be used to meet MWBE good faith efforts participation goals on this contract. The use of non-certified firms that have submitted applications for certification but are not approved prior to completion of this contract are not acceptable for goal attainments.
315	RFP_Main	4.25	21	3. Capacity: Can you clarify exactly what is meant by possessing/demonstrating a business presence throughout New York state that supports the proposal to recruit staff across all regions, and specifically in the three regions described in Attachment 6? What is your definition or scope pertaining to possessing or demonstrating this presence?	You have to demonstrate a business presence to support your ability to recruit staff across all regions of the State. There are no limitations on how bidders demonstrate this ability.
316	RFP_Main	2.1	9	what is the mechanism, if any, to add new contractors (more than 25) during the life of the contract?	NYS will only award to 25 Contractors during the life of this contract.
317	RFP_Main	2.1	9	what will happen to our existing resources deployed under the Current Contract (OGS Backdrop)?	Existing assignments will continue through their current project end date, unless terminated by the Authorized User.
318	RFP_Main	3.1	11	Is there are preferences or goals for MBWE firms who wish to bid as prime contractors?	No.
319	RFP_Main	3.1	11	Will the MSP function be outsourced or handled by OGS employees?	NYS OGS will operate and manage the MSP with internal NYS staff.
320	RFP_Main	4.3.0	23	Is it safe to assume that each Active Contractor is bound by the bill rates submitted in the proposal during the life of the contract?	Active Contractors will be bound by the bill rates submitted in the proposal during the life of the contract with the exception of CPI adjustments at the beginning of contract years three and five. Please see Section 9.1 of the RFP.
321	RFP_Main	4.3.0	20	please clarify the requirement about registration with NYS Department of State. Is a business license required?	A Bidder's name shall appear on the Department of State's Corporation and Business Entity database which can be found at the following site: http://www.dos.ny.gov/corps/bus_entity_search.html . This shows that a Bidder has authority to conduct business in the State of New York. For specific questions regarding the Department of State registration, please contact their help desk at (518) 473-2492.
322	RFP_Main	4.1.1 Affirmative Statements	18	Section 4.1.1 Affirmative states "A Bidder will select Yes for each statement and return this completed Attachment with their proposal." Is this a typo since no vendor can say Yes to every single point mentioned in Attachmnet 4b-Administrative forms?	Section 4a is the Affirmative Statements and you must answer "Yes" to all of these to be considered. 4b are the Administrative forms.
323	RFP_Main	4.1.4.1 MWBE Utilization Plan	18	Does a prime vendor who is an NYS Certified MBE still require another NYS certified MBE for the 11% goal?	The MBE requirement can be met by your company performing the work.
324	RFP_Main	4.2.5 Detailed Narrative	21	Does the State expect the vendor to have an organizational unit in the State at the time of proposal submission or anytime after winning the proposal?	No.
325	RFP_Main	3.1	11	, you have mentioned that "All Contractors awarded under the HBITS contract are expected to (but not required to) maintain a subcontractor network that may include New York State certified M/WBEs and SBEs. "The above text seems to imply that M/WBEs and SBEs are expected as subs. We believe that M/WBEs and SBEs can also be primes. Please confirm.	Yes. MWBEs and SBEs are eligible to submit as prime Bidders.
326	RFP_Main	3.2.1	13	The process explained in 3.2.1 Requisitions, seems NOT to provide an opportunity for the active contractor to clarify requirements- if they should have some questions on a requirement received from MSP. Is there an opportunity to verify requirements?	The MSP will clarify any requirements with the end-users and provide an answer to active Contractors.
327	RFP_Main	3.2.1	13	About the process explained in 3.2.1 Requisitions- as a part of the requirements that MSP sends to Active contractor, with there be a defined format of the resumes for submission? Or can we submit in our preferred format?	The detailed requisition process and related forms are in development, but our intention is to create a consistent process.
328	RFP_Main	3.2.5	16	About "3.2.5 HBITS Process for Non-MSP Users" Approximately what percentage of requirements are expected through the NON-MSP users?	NYS does not have this information. OGS does expect use of this Contract by non-MSP users.

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329	RFP_Main	3.2.5	16	About "3.2.5 HBITS Process for Non-MSP Users" Will the rules listed below, that apply to "HBITS Process for MSP Users" also apply to "HBITS Process for Non-MSP Users": ***minimum of one (1) and a maximum of (2) resumes per position from each Active Contractor ***will accept responses to the Requisition from Active Contractors by 5:00PM EST on the tenth Business Day (exclusive of the day of transmission to the Contractors). *** evaluate the Candidate resumes within five (5) business days	Contractors will work directly with non-MSP user entities. We recommend non-MSP user entities follow the same requisition process.
330	RFP_Main	3.3	16-17	In section 3.3 a breakdown of the SFY2010-2011 spend against the HBITS Job Titles has been given in the form of a chart. What do those numbers in the chart mean? Are these spending in millions or rate/margin against each job title category?	The chart is in millions of dollars.
331	RFP_Main	4.1.4.1	18	If the responding vendor is a WBE, do they need to include another WBE on their utilization form?	The MBE requirement can be met by your company performing the work and you would not have to identify a separate WBE on the Utilization plan.
332	RFP_Main	7.1.1	30	Will OGS award contracts for all regions or only specific regions? For example, can a vendor be awarded a contract for only for Region 3,	No. OGS will only award contracts for all regions.
333	RFP_Main	General		Can we submit both as sub and prime?	Potential subcontractors are not required to bid. The HBITS RFP will award to prime Bidders only.
334	RFP_Main	General		We are an MWBE small business with only 3 employees currently. We are working on hiring the two additional employees to bring our total to 5. We do satisfy the \$500,000 income rule, if you include funds from services provided for a Department of Health project at a private industry shop. We have been limited in our success due to our continued requirement to subcontract for state IT projects. We have not been able to price opportunities above what the market requires for talented resources. Could we get an exception to the 5 employee and \$500,000 rule? Would we be able to team up or mentor with another company in order to satisfy any lacking requirements? How would such a joint venture be equally profitable compared to a direct contract award (without sharing) with OGS? We are MWBE certified, but if we join with another company that is not, who should be the primary? How would this effect the status/value of our certification?	OGS cannot waive any of the mandatory requirements in the RFP. Joint ventures are permitted under this RFP. The parties to the joint venture must develop an agreement to govern the profit and risk allocation.
335	RFP_Main	General	General	1. Who, NYS or the bidder/contractor, has the right to direct and control the workers engaged under HBITS?	Agency end users and project managers will provide work direction to consultants working in roles under the HBITS contract.
336	RFP_Main	General	General	2. Who, NYS or the bidder/contractor, will give instruction to the workers engaged under HBITS when, where and how services will be provided?	Agency end users and project managers will provide work direction to consultants working in roles under the HBITS contract.
337	RFP_Main	General	General	3. Who, NYS or the bidder/contractor, will give workers engaged under HBITS detailed instructions as to how the work will be performed?	Agency end users and project managers will provide work direction to consultants working in roles under the HBITS contract.
338	RFP_Main	General	General	4. Who, NYS or the bidder/contractor, will evaluate the workers' performance when engaged under HBITS?	Agency end users and project managers will provide work direction to consultants working in roles under the HBITS contract.
339	RFP_Main	General	General	5. Who, NYS or the bidder/contractor, will train the workers engaged under HBITS to perform their specific and evolving jobs duties with NYS?	Consultants will be evaluated during the candidate selection process to match skills with the requirements of the position.
340	RFP_Main	General	General	6. Will NYS verify the actual compensation paid to the workers engaged under HBITS matches the pricing quoted by bidders/contractors?	The Hourly Bill Rate will be fixed in the contract and it will be up to the Contractors to manage costs and quality of candidates. The initial Hourly Bill Rates will be set based on a Wage Rate and Markup percentage. Actual placements of candidates could have slight deviations in Wage Rate as long as quality is maintained, but Hourly Bill Rates will not adjust at the time of placement. NYS will validate the Hourly Bill Rates to validate the match the Contract.
341	RFP_Main	General	General	7. Why does NYS want visibility into the financial operations and compensation of private workers?	NYS wants visibility into the Wage Rate of Hourly-Based IT consultants in order to gage the Bidder's understanding of the marketplace and to encourage quality candidates. The State needs to be able to make valid comparisons and ensure the best economic outcome for NYS.
342	RFP_Main	General	General	8. How much of Accenture's \$8,452,295 (Contract #C000398) was spent on developing HBITS?	This information is not necessary for the development of a proposal in response to this RFP.
343	RFP_Main	General	General	9. Will the data collected by Accenture and Strategic Sourcing's survey of the 100 current "high-spend" IT services vendors be made public?	This information is not necessary for the development of a proposal in response to this RFP.

#	RFP Document Name (specified by Bidder)	Document Section (specified by Bidder)	Page # (specified by Bidder)	Question (specified by Bidder)	Response (provided by NYS)
344	RFP_Main	General	General	10. Why has DOB/Accenture (Strategic Sourcing) delayed the release of HBITS until December when it was announced that the OGS Backdrop contract would be allowed to expire on 6/17/11? (http://www.ogs.state.ny.us/purchase/snt/awardnotes/73012S960275pm061711.pdf)	This information is not necessary for the development of a proposal in response to this RFP.
345	RFP_Main	General	General	11. Why has DOB/Accenture (Strategic Sourcing) delayed the release of HBITS until December when it was announced that the HBITS was to be bid on 10/26/11? (http://www.ogs.state.ny.us/purchase/snt/awardnotes/73012S960275pm102611.pdf)	This information is not necessary for the development of a proposal in response to this RFP.
346	RFP_Main	General	General	12. Why has DOB/Accenture (Strategic Sourcing) given vendors an unprecedentedly short period of time to respond to HBITS given this is the second highest spend in NYS procurement opportunities?	The procurement timeline for this RFP is in compliance with NY State Finance Law and Economic Development Law requirements.
347	RFP_Main	General	General	13. Is HBITS designed to marginalize NYS PEF employees?	This information is not necessary for the development of a proposal in response to this RFP.
348	RFP_Main	General	General	14. What is Deloitte's involvement in Strategic Sourcing and HBITS in particular under C000399 for \$4,944,435?	This information is not necessary for the development of a proposal in response to this RFP.
349	RFP_Main	General	General	15. Will Strategic Sourcing release their MWBE and Small Business impact analysis resulting from HBITS?	This information is not necessary for the development of a proposal in response to this RFP.
350	RFP_Main	General	General	16. Did Strategic Sourcing perform any MWBE and Small Business impact analysis for HBITS?	This information is not necessary for the development of a proposal in response to this RFP.
351	RFP_Main	General	General	17. In Strategic Sourcing Cost/Benefit analysis justifying HBITS, how much cost savings were attributed to streamlined administrative processes?	This information is not necessary for the development of a proposal in response to this RFP.
352	RFP_Main	General	General	18. How is OGS prepared to actually realize the administrative savings estimated by Strategic Sourcing?	This information is not necessary for the development of a proposal in response to this RFP.
353	RFP_Main	General	General	19. Which NYC Agencies were consulted in HBITS development?	None.
354	RFP_Main	General	General	20. Is Accenture being paid as a percentage of savings of by deliverable?	No.
355	RFP_Main	General	General	21. What other IT Services based savings has Strategic Sourcing analysed and what justified HBITS as delivering the most ROI?	This information is not necessary for the development of a proposal in response to this RFP.
356	RFP_Main	General	General	22. Why were the 629 current OGS backdrop contractors not afforded an opportunity to voluntarily reduce their NYS pricing?	They are being afforded that opportunity in this RFP.
357	RFP_Main	3.1	11	The Manager Services Provider will be OGS and not a private-sector firm?	NYS OGS will operate and manage the MSP with internal NYS staff.
358	RFP_Main	3.2	11	Non-MPS Users must use Active Vendor Pool contractors?	Only Active Contractors can be accessed by all Authorized Users.
359	RFP_Main	4.2.2	20	Does a Bidder qualify as having "provided at least five (5) IT resources to governmental entities for one of the service groups" if provision of resources was made indirectly through a Prime contractor?	No. The placements must be direct.
360	RFP_Main	4.2.2	20	Does a Bidder qualify as having a "minimum Hourly-Based IT Services sales volume of \$500,000 with governmental entities over the past two (2) years" if the sales were made indirectly through a Prime contractor?	No. The placements must be direct.
361	RFP_Main			Given the volume of questions that is expected and the fact that the final set of answers will not be distributed until 1/4/2012, can an extension to the 1/18 due date be granted?	An updated timeline is being released with this Q&A.
362	RFP_Main	4.1.4.1. MWBE Utilization Plan	18	We are a NYS Certified MBE and want to ask if we are able to fulfill the MBE requirements ourselves, and note such on the MWBE Utilization Plan Form required with our submission. We do know we will need to work with a WBE as well, but were unsure about the MBE.	The MBE requirement can be met by your company performing the work.
363	RFP_Main	4.2.2	20	"Paragraph 3" states that: "A Bidder must have provided at least five (5) IT resources to governmental entities for one of the Service Groups (as listed in Section 4.3 and Attachment 6) within the last two years (do not count the same resources placed multiple times)." Question: Must a Bidder have provided at least 5 resources in each of the 3 NY State regions, or is it enough for a Bidder to have supplied at least 5 resources in only one region?	One region is fine as long as 5 resources are demonstrated for one of the Service Groups.

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364	RFP_Main	4.2.5	21	<p>"Paragraph 3 - Capacity" states that: "The Bidder must possess and/or demonstrate a business presence throughout New York State that supports its proposal to recruit staff across all regions in the State (specifically, the three regions identified in Attachment 6). The Bidder must describe the extent to which it has and/or will acquire an organizational presence throughout New York State, including the Bidder's operational units."</p> <p>Questions: 1) Can an organizational presence only be acquired by a Bidder having their own proprietary physical operational unit in each of the 3 NY State regions - OR - can an organizational presence be acquired by a Bidder having a business relationship with another firm that has a physical operational unit in those NY State regions? 2) If an organizational presence can be acquired by a Bidder having a business relationship with another firm that has a physical operational unit in those NY State regions, does that business relationship have to be a "partnering / joint-venture" relationship, or can it be a "sub-contracting" relationship with a firm that will be listed on the Bidder's MWBE Utilization Plan?</p>	You have to demonstrate a business presence to support your ability to recruit staff across all regions of the State. There are no limitations on how bidders demonstrate this ability.
365	RFP_Main	4.2.5	21	If a Bidder does not possess and/or demonstrate a business presence throughout New York State that supports its proposal to recruit staff across all regions in the 3 defined regions of the State, will that Bidder's RFP Response be considered "non-responsive" ?	Yes.
366	RFP_Main	3.1	11	Would the state consider expanding the number of contractors from 25 to 50 with a 10 vendor waite list?	NYS believes that it has fully explained its model in the RFP. NYS will not consider amending that approach.
367	RFP_Main	4.2.1.1	19	Can a vendor submit a proposal as the Prime on a joint venture as well as a stand alone proposal?	No. A company must bid in ONE of the following ways: • As a prime bidder with no joint venture • As the primary bidder in association with a joint venture • As a joint venture partner with a primary bidder A company must not appear as a bidder (joint venture or not) in more than ONE proposal.
368	RFP_Main	4.2.1.1	19	What additional information/documentation must be supplied with a joint venture proposal response?	See Amendment to the RFP
369	RFP_Main	4.2.1.1	19	We are the prime vendor in a joint venture but we don't have a MWBE designation. Our joint venture partner is a MWBE, how will the state interperate our MWBE compliance for placement through our joint venture?	The state will require a copy of the joint venture agreement which describes the percentage of interest owned by each party to the agreement and value added by each party. The value added by the MWBE will be assessed against the goals established in the contract.
370	RFP_Main	4.2.1.1	19	In the case of a joint venture response should the placements and references of all parties of the joint venture be included in the proposal response or just the placements of the prime?	Joint ventures should submit one technical proposal in total – the responses can and should be based on combined experience from the companies that comprise the joint venture. See Amendment to this RFP for more details on proposal submission for joint venture.
371	RFP_Main	3.1	11	Will OGS utilize MSP software to manage procurements and if so what software is being considered?	The MSP is under development and is evaluating the timing and potential for use of technology.
372	RFP_Main	3.1	11	Will any Managed Service Provider to be housed within OGS be precluded from the vendor pool?	NYS OGS will operate and manage the MSP with internal NYS staff.
373	RFP_Main	4.2.2	19	OGS does not appear to be inquiring or evaluating a potential vendors stability/viability through financial statements or other means, will this be considered and how?	This will occur during the ven rep process.
374	RFP_Main	4.2.2	19	How will the \$500,000.00 mandatory requirement be verified by OGS?	OGS uses standard methods to verify the accuracy of the information submitted in a proposal. Such verification can include, but not be limited to, contacting the governmental entities listed in Table 2.
375	RFP_Main	6.3	27	The pagination requirements call for a format that differs from the form supplied attachments for the response, should the attachments header/footer formats be modified or left as is?	Section 6.3 of the RFP has been amended to delete this reference to Pagination.
376	RFP_Main	4.2.1.1	19	How many proposals may a vendor be submitted on, in total, regardless of being a prime, subcontractor or joint venture?	No. A company must bid in ONE of the following ways: • As a prime bidder with no joint venture • As the primary bidder in association with a joint venture • As a joint venture partner with a primary bidder A company must not appear as a bidder (joint venture or not) in more than ONE proposal.
377	RFP_Main	3.2	11	Will any firm that is giving guidance to NYS regarding this procurement model or how to run this procurement model be precluded from bidding this RFP?	All firms providing consulting services related to HBITS are specifically precluded from bidding.

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378	RFP_Main	3.2	11	How will OGS be trained in running this MSP model? Who will do the training? Is this a need for NYS and will it be an open and competitive procurement for the services?	The MSP organization and process are currently under development by NYS OGS.
379	RFP_Main	7.1.2	30	Why is this evaluation so heavily weighted on financials? 60% financial will dictate that all firms, including the potential prime 20 vendors, go in with an extremely low mark up. This type of pricing model significantly conflicts with being able to effectively use Minority or Woman-Owned firms as subcontractors. There will be little to no room for subcontractors under this pricing structure. Doesn't this conflict with NYS's goal of 20% MBE/WBE utilization?	This procurement is designed for prime vendors to bid Markup rates that allow them to meet the specified MWBE goals. MWBE goals and the 60% financial weighting are not mutually exclusive. NYS believes that responsible vendors will be able to achieve these goals.
380	RFP_Main	7.1.2	30	The pricing structure of this RFP dictates that vendors will need to bid at extremely low marks/margins to be one of the 20 primes. Is NYS OGS not concerned about the quality of the consultants? Our experience shows that this type of pricing always minimizes quality of staff that are delivered.	This is a best value procurement that takes both quality and price into consideration. In addition, please refer to contractor performance criteria in section 9.4.
381	RFP_Main	7.2.2	30	It appears as though the pricing model on this RFP may violate NYS Finance Law under unreasonableness of price, being that the state may not reasonably expect that vendors will be able to deliver resources under the proposed rates due to the generic nature of the pricing fields like "Programming". With this in mind, will NYS consider changing the pricing under this RFP to be a capped rate, similar to the OGS Backdrop contract or the Texas Model?	NYS believes that it has fully explained its model in the RFP. This model does not violate New York State Finance Law. NYS will not consider amending that approach.
382	RFP_Main	4.3.3	Page #23	Does OGS consider in the mark-up the price for benefits including health insurance, dental insurance, life insurance, 401k contribution match, finance companies, vacation, sick leave and holidays?	Yes. Hourly Wage Rate and Markup are both defined in RFP Section 1.6 - Definitions. Benefits are part of the costs incurred above and beyond the Hourly Wage Rate.
383	RFP_Main	4.3.3	23	How would a vendor working with a subcontractor verify that the wage being paid to their consultant is accurate according to the hourly wage rate proposed?	NYS will not actively manage the relationships between Contractors and their subcontractor networks. However, from time to time NYS might conduct an audit to verify that consultants are being paid reasonable wage rates. NYS intends to pay a consistent mark-up from wage rate paid to contractors. The prime Contractors are responsible for managing the costs incurred for each placement regardless of the source of that consultant. Our expectation is that the wage rate will be market-driven and that each vendor will bid mark-up percentages where they believe they can be competitive while still making a reasonable profit.
384	RFP_Main	4.3.3	23	How will the state verify a vendor's subcontractor's (layered) wage rates?	NYS will not actively manage the relationships between Contractors and their subcontractor networks. However, from time to time NYS might conduct an audit to verify that consultants are being paid reasonable wage rates. NYS intends to pay a consistent mark-up from wage rate paid to contractors. The prime Contractors are responsible for managing the costs incurred for each placement regardless of the source of that consultant. Our expectation is that the wage rate will be market-driven and that each vendor will bid mark-up percentages where they believe they can be competitive while still making a reasonable profit.
385	RFP_Main	9.6.3	56	In the proposal, OGS is asking for form C-105.2 and DB-120.1. It also states that that the certificates should be sent by the insurance carrier to OGS. We will be submitting the certificates as requested in the proposal but does the carrier at this time, before contract award, need to send in the certificates to OGS?	The coverage is to be provided upon award of contract.
386	RFP_Main	7.1.2	30	Because of the aggressive 60% weighting on price the prime vendors will likely have little room within their markups for MWBE utilization and MWBE firms named to the vendor pool will over time grow too big to maintain their MWBE status, for this reason would OSG consider adjusting the price weighting or shifting the markup model to a state set ceiling rate per job title?	OGS declines to make the requested change.
387	RFP_Main	3.1	11	Is the MSP made up of OGS internal staff, or is it an independent agency outside of OGS?	NYS OGS will operate and manage the MSP with internal NYS staff.
388	RFP_Main	3.2.1	13	Can resumes be submitted prior to the 10th day deadline? If so, will they be reviewed and forwarded, or will all resumes be reviewed on the 10th day?	Yes, resumes can be submitted prior to the 10th day deadline. However, the MSP will wait to forward resumes to Authorized Users until between the 10th and 12th business day, after conducting its review.
389	RFP_Main	3.2.1	13	If a candidate submitted prior to the 10th day deadline becomes unavailable, can the vendor submit a replacement candidate for consideration?	Yes
390	RFP_Main	3.3	16	Are the "67" contractors referred to in the first paragraph the current number of active vendors? Are you at liberty to indicate the number of bidders after the Intent to Bids are received?	The 67 Contractors mentioned in the RFP were active, high spend vendors during the time period that fell within the SST detailed spend analysis (SFY10-11). The Intents to Bid received will be posted publicly in the coming days.

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391	RFP_Main	4.3	22	Once financial scores are evaluated, is the intent to establish a rate card, and/or standardize/average the markups and rates across the selected bidders for purposes of the awarded contract, or will rates vary across the selected bidders based on their proposed pay rates and markups?	Hourly Bill Rates will vary across the Bidders. Hourly Bill Rates established in the resulting contracts will be a factor considered by the HBITS MSP when selecting resumes for agency consideration.
392	RFP_Main	1.6	7	1. While the business day is defined as hours of between 7:30 am and 5 pm, the hours per work day are not defined (i.e. 7,7.5 or 8); can you please define the hours that constitute a business day	The Authorized User shall identify the projected work hours for each candidate in the Requisition Form that is sent to Active Vendors. The number of hours in a business day will vary among the individual Authorized Users.
393	RFP_Main	9.1	45	The State references use of the CPI to adjust the contractors hourly wage rates in years 3 and 5 of the contract. Would the state consider utilizing available statistical data from the Department of Labor Statistics which is much more applicable to the actual adjustments in Labor rates such as the National Occupational Employment and Wage Estimates?	No.
394	RFP_Main	9.3	48	In the Section titles Background Checks the State requires vendors to administer background checks prior to submittal to the position. Due to liability and employment discrimination concerns many companies routinely perform these checks on a post offer basis. Will the State allow background investigations to be performed on a post offer basis or is the state willing to assume liability for the pre-employment screenings?	See Amendment to the RFP
395	RFP_Main	9.3.11	49	This section precludes the Contractor from submitting the Candidate to multiple positions until they are released from consideration. We have two questions surrounding this topic: 1 - Can other contractors submit the Candidate to other opportunities? 2 - Will the State institute a 10 day cap on the period of time that a contractor can be held captive to any one position so as to not penalize responsible Users or candidates for slow responses from some Authorized Users	Other Contractors could submit this candidate to other opportunities. NYS does not intend to manage Contractor/consultant relationships. No
396	RFP_Main	3.1	11	The section states that OGS has established a goal of 11% Minority and 9% Women spending under the program. What penalties are applicable for vendors who fail to satisfy this requirement?	Please see Appendix C which sets forth a liquidated damages clause if a Contractor has been found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract. Additionally, compliance with MWBE goals is part of the annual review process.
397	RFP_Main	4.3	22	Can the State verify that Wages refers to W-2 employees and not 1099 contractors. According to the services as defined in this RFP candidates would not qualify as 1099 contractors according to the IRS' definition of allowable services.	While OGS cannot provide tax advice or interpretation, please note that the definition of "Candidate" in the RFP refers to a person proposed by a Contractor in response to a request from an Authorized User, prior to selection by an Authorized User. Additional information is needed. Please submit a clarifying question on this point.
398	RFP_Main	4.3	22	In evaluating pricing for this RFP will the State consider providing alternative scoring for those vendors who provide training and health benefits to their employees as these provide benefit to the State through increased retention as well as reduction in costs born by the Citizens of New York to subsidize irresponsible employers who do not offer these benefits to their employees.	Benefits to employees are considered in the technical evaluation regarding methods used for retention and attrition of employees.
399	RFP_Main	9.5.4	52	This section sites the right of the State to request up to 80 hours of non billable work should the consultant terminate employment within the first 160 hours. Would the state please revise to reflect 80 hours or the total of hours worked to the point of termination?	No.
400	RFP_Main	4.3	22	As the State evaluates the Financial Portion of the response will the State evaluate the bidders wage rate, bill rate, mark up, or some combination thereof?	Contract awards will be made in accordance with the evaluation criteria set forth in RFP section 7.
401	RFP_Main	4.1.4.2	19	In the EEO Staffing Plan Attachment, would you like for the headcount totals to be for New York only, for our entire national presence, or would you like it broken down both by New York and National headcount?	In accordance with the instructions, the contractor may report either its total work force or just the work force to be utilized on this contract.
402	RFP_Main	8.2	41	Can the state clarify in what instances if any the Consultant would be responsible for notification of a breach and in what instances the State would be responsible. Would it be possible to add language to more clearly define these instances and the associated responsibilities?	To clarify, this response refers to the content in section 8.20 INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Further information relative to the law and the notification process is available at: http://www.dhss.ny.gov/ocs/breach-notification/
403	RFP_Main	8.16	38	Would the State consider language to be added to this section to more clearly define our responsibilities? Would the State allow the addition of the following language? "negligent" acts and omissions or "willful misconduct directly related to" the performance of services.	Bidders are instructed to refer to Section 8.16 of the RFP. Any additional specific questions related to Contractor requirements may be asked as a clarifying question in accordance with Section 1.2.4. Further, any requested modification to terms and conditions must be clearly presented. The State will not consider these specific language additions.

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404	RFP_Main	8.24.12	43	Would the State consider adding language to clarify the Consultant responsibilities regarding HIPAA? Would the State allow a change to add language as follows? The Contractor and its Consultants shall comply with the "applicable" Authorized User's policies regarding compliance with the Health Insurance and Portability Act of 1996 (HIPAA). When will the State provide its policy?	No.
405	RFP_Main	9.3	48	Can the State provide more detail regarding what checks need to be performed. Does the state want the background check to go back 7 or 10 years? Should the background check be for County, State and or Federal check?	See Amendment to the RFP
406	RFP_Main	9.6	54	Our standard insurance policy does not include Professional liability, Crime insurance, primary coverage on Auto Liability or waiver of subrogation. Would the State consider any modifications to the requirements based on the service being provided by Consultant?	No.
407	RFP_Main			Is joint venture is different from prime contractor having sub contractors?	Yes.
408	RFP_Main			In case of joint ventures, will you require any supporting documents mentioned in questions 1 and 2 from all parties of joint venture or just a prime contractor?	Joint ventures should submit one technical proposal in total – the responses can and should be based on combined experience from the companies that comprise the joint venture.
409	RFP_Main			How many sub-contractors can a prime have?	There is no limitation to the number of subcontractors a prime can use on the contract.
410	RFP_Main			Can a prime vendor be also a sub-contractor to other primes?	No. A party who is awarded one of the 25 HBITS contracts cannot subcontract through any other Contractor.
411	RFP_Main	8.21.1		Could you please clarify "minimum utilization"?	Authorized Users of the contract have discretion on the number of hours a consultant will work in any given week and/or month.
412	RFP_Main			Will be there any specific dollar amount which every winning company will be awarded?	No.
413	RFP_Main	3.3	16	Does the shown breakdown of prices reflect the rates you are looking for in this RFP? We are a little bit concerned because the mentioned figures are way lower than the market rates.	We did not indicate any prices in the RFP. The table is in millions of dollars.
414	RFP_Main			Can MWBE be a prime to a larger companies?	Yes.
415	RFP_Main			Can the proposal submission date be extended?	An updated procurement timeline is being released with this Q&A.
416	RFP_Main			Can MWBE continue participating in fast track procurements till date award will be granted?	No. The current ITS contract suite terminates on December 31, 2011.
417	RFP_Main	3.2.4	14	What process will OGS use to determine which contractors are moved to waitlist at the end of first year of performance? If there are more than five contractors that fail any requisitions, how will OGS determine waitlist contractors?	The process by which the MSP will move Contractors to and from the Waitlist is detailed in Section 3.2.4 of the RFP. Section 9.4 contains all relevant performance criteria on which Contractors will be evaluated.
418	RFP_Main	4.2.5	21	The Bidder must possess and/or demonstrate a business presence throughout New York State that supports its proposal to recruit staff across all regions in the State (specifically, the three regions identified in Attachment 6). The Bidder must describe the extent to which it has and/or will acquire an organizational presence throughout New York State, including the Bidder's operational units Can a contractor demonstrate its organizational presence in New York State through collaboration of teaming partners?	A Bidder must demonstrate its ability as an individual vendor or through a joint venture. See Amendment regarding Joint Venture.
419	RFP_Main	4.2.5	21	Will OGS review bidder's financial statement to determine capacity during evaluation experience? Will bidders with higher revenues receive a higher score than small business that may have lower revenues but meet minimum qualifications? Will OGS evaluate joint capacity of teaming partners?	Contract awards will be made in accordance with the evaluation criteria set forth in RFP section 7.
420	RFP_Main	7.2.3	23	The RFP states that A Bidder's Technical Score will be based on the following criteria, which are listed in order of importance: · Recruitment, Retention and Attrition, · Subcontractor Management, Client Management, Capacity, Company Background, Organization Structure. Given the 40% Technical score, can OGS provide a break up of points allocated to each of the above criteria.	Contract awards will be made in accordance with the evaluation criteria set forth in RFP section 7.

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421	RFP_Main	7.2.2	30	The RFP states that Financial proposals from a Bidder must be presented as directed in Attachment 6 to enable the evaluation of financial costs according to the State's prescribed formula. A Financial Proposal will be evaluated based on a pre-determined formula using the Bidder's proposed Hourly Wage Rates and corresponding Markup percentages for each Service Group as listed in Attachment 6.	There is no question here.
422	RFP_Main	7.2.2	30	1. How will OGS determine lowest bidder, would the cost proposals be compared based on summation of hourly bill rates across all categories in normal and high demand or each category will be scored separately?	Contract awards will be made in accordance with the evaluation criteria set forth in RFP section 7.
423	RFP_Main	7.2.2	30	2. Are there any weights and hours that OGS may use in each category to determine lowest bidder?	Contract awards will be made in accordance with the evaluation criteria set forth in RFP section 7.
424	RFP_Main	7.2.2	30	3. What mechanism will OGS use to disqualify bidder's that lowball hourly bill rates since the financial score has a weight of 60% in the evaluation criteria?	A Bidder that takes this approach would risk not meeting the service level requirements of the HBITS program.
425	RFP_Main	7.2.2	30	4. For out of town candidates the consultant may be paid a wage rate that includes travel expenses, how would OGS handle such compensation since both components are blended into one rate?	Travel components should be separated from wage rates for the purposes of the HBITS bid.
426	RFP_Main	7.2.2	30	5. Are bidders required to pay prevailing wage to consultants?	None of the HBITS job titles fall under prevailing wage. See RFP section 2.1.1.
427	RFP_Main	4.2.1.1	19	Joint ventures between two or more companies are permitted, however one (1) single company must be designated as the primary Bidder and only the primary Bidder may submit a full response to the RFP.	This is not a question.
428	RFP_Main	4.2.1.1	19	If two or more MWBEs team to respond as a joint venture and provide a joint venture agreement will OGS evaluate joint qualifications of both organizations?	Yes, the references submitted in the Technical Proposal can and should be based on the combined experience of the members of the Joint Venture.
429	RFP_Main	1.4.2	6	Attendance at the pre bidder's conference is mandatory and bidders can send up to three representatives. Do the representatives have to be employees of the bidders company or can they be consultants, agents or subcontractors attending the bidder's conference on behalf of the prime contractor who intends on submitting a bid?	The date of the Pre-Bid Conference has passed.
430	RFP_Main	1.4.2	6	The RFP states that only those questions submitted by December 14 will be answered at the bidder's conference and additional questions cannot be raised during the bidder's conference. Will the bidders be able to ask clarification questions based on the responses provided by OGS at the bidder's conference? In case OGS amends sections of the RFP would bidder's be allowed to ask questions related to the amendments?	The date of the Pre-Bid Conference has passed.
431	RFP_Main	3.1	11	The HBITS Model adopts a new model for procuring hourly based IT Services. Many state agencies, anticipating the end of the IT Services contract on December 31, 2011, have issued new procurements to renew contracts for incumbent consultants or secure additional consultants. Will those renewed contracts be cancelled and replaced by this resulting HBITS contract?	Existing assignments will continue through their current project end date, or until terminated by the Authorized User.
432	RFP_Main	3.1	11	The RFP mentions that the State-run centralized organization housed within OGS will act as the MSP. Since operating an MSP managing \$140 million in requisition billings is a new responsibility for OGS, what resources does the State plan on dedicating to the MSP in terms of full time employees, software, training or other professional services related to the administration of the HBITS contracts?	NYS OGS will operate and manage the MSP with internal NYS staff.

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433	RFP_Main	3.2.1	13	The requisition process as described in 3.2.1 allows for 10 business days to receive resumes from contractors and 2 days for the OGS MSP to review up to 40 resumes. After receiving up to 40 resumes the OGS MSP will have 5 business days to review resumes and select candidates for interview. The staffing resource business is based on the ability to match a qualified consultant with an organization that needs the skills of the consultant. Talented and qualified consultants as a matter of economic survival for themselves and their families do not linger in the marketplace for any longer than necessary. Is there a time requirement imposed on agencies to conduct interviews and make a candidate selection? If so what is the requirement?	See Amendment to this RFP
434	RFP_Main	3.1	11	Since OGS requires one markup for prime and subcontractor and the RFP states a 20% goal for MWBE's does OGS have any requirements for the prime vendor to pass on markup to subcontractor to avoid prime contractor using shell MWBE companies to meet this goal?	NYS intends to pay a consistent mark-up from wage rate paid to contractors. The prime Contractors are responsible for managing the costs incurred for each placement regardless of the source of that consultant. How Markup is split between subcontractors and Contractors will be a business decision made between those parties.
435	RFP_Main	3.1	11	OGS is establishing a goal of 11% for minority and 9% for woman owned businesses for a total contract goal of 20%. How will OGS monitor vendor compliance with these goals and what penalties will vendors incur in the event they do not meet these goals?	OGS will evaluate a Contractor's best efforts in accordance with the MWBE regulations. A copy of these regulations is available at http://www.esd.ny.gov/MWBE.html . Please see Part 142 for detailed information about the process. With respect to the penalties, please see Appendix C which sets forth a liquidated damages clause if a Contractor has been found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract. Additionally, compliance with MWBE goals is part of the annual review process.
436	RFP_Main	3.2.1	13	The RFP states that "The Authorized User reserves the right to reject all candidate resumes provided by contract users." Will authorized users be required to provide debriefings so bidders can understand why candidates were rejected?	Debriefings will not be provided as part of the MSP process.
437	RFP_Main	3.2.1	13	The RFP states "contractors cannot submit the same candidate for another position until such candidate is released." "Candidates selected for interview will not be released until a selection is made. How much time will the interviews and selection take?"	See Amendment to this RFP
438	RFP_Main	3.2.2.	14	Since the RFP states "There will be no optional extensions for individual engagements" if an agency issues a new requisition for a position that an incumbent consultant is currently working will that fact be disclosed at the time of the new requisition?	The detailed requisition process and related forms are in development, but our intention is to create a consistent process regardless of incumbency status.
439	RFP_Main	4.2.1	19	What would OGS consider satisfactory evidence that the Bidder has previous experience adequate financial resources and an organization capable of performing the type, magnitude and quality of work specified qualifications?	The evidence of the list of qualifications in the question will come from various questions in the technical proposal to this RFP.
440	RFP_Main	4.2.5 -3	21	"The Bidder must possess and/or demonstrate a business presence throughout New York State that supports its proposal to recruit staff across all regions in the State (specifically, the three regions identified in Attachment 6). The Bidder must describe the extent to which it has and/or will acquire an organizational presence throughout New York State, including the Bidder's operational units." Can you clarify whether or not a bidder must demonstrate an existing organizational presence throughout the State or can a bidder acquired such presence in the future?	You have to demonstrate a business presence to support your ability to recruit staff across all regions of the State.
441	RFP_Main	4.1.4.1	18	The RFP states that for the MWBE Utilization plan that bidders must enter a minimum of 1 MBE and 1 WBE. If the bidder is a certified WBE or MBE how should they complete the sub-contractor/supplier section?	If a bidder is a certified WBE or MBE, WBE or MBE requirement can be met by your company performing the work. Please so indicate on the utilization plan.
442	RFP_Main	5.6	26	The RFP states that a debriefing is available to any bidder and that the pre award debriefing should be requested within 10 days of notification of non-award. How and when will OGS be notifying unsuccessful bidders? What is the difference between a pre-award debriefing and an after contract award debriefing?	A contract award denotes that the Office of the State Comptroller has approved the contract. Please see Section 38 of Appendix B in response to notification requirements to Bidders.

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443	RFP_Main	General	General	The HBITS RFP indicated placements will be for periods from 2 months to 24 months. Since costs of recruiting and onboarding consultants is the same for shorter term placements it will make little business sense to bid on shorter term engagements since the initial costs will never be covered. Would the state consider allowing a graduated hourly wage scale for placements based on anticipated length of placements?	NYS believes that it has fully explained its model in the RFP. NYS will not consider amending that approach.
444	RFP_Main	8.21.2	41	While consultants with pre-approval from the Authorized User will be reimbursed at state rates for travel expenses will contractors be able to bill for the time the consultants spends traveling at the convenience of the state?	No. Candidates will be compensated only for time during which the services required were specifically provided.
445	RFP_Main	4.3.1	23	As we understand the proposal requirements the bidder must propose hourly wage rates for all listed job titles at four distinct experience levels - Junior, Mid-Level, Senior and Expert for two demand levels, Normal Demand and High Demand. Therefore bidders must pay and bill the state the same hourly rate, plus margin, for an Access Programmer as they do for a Dot Net programmer as both are listed as Normal demand. By requiring bidders to bid the same wage rate for a much lower valued skill (i.e. Access) as a much higher valued skill (i.e. Dot Net) the result will be that the state will either pay much more for the lower valued skills or if the vendors "one rate" is reasonable for an Access programmer it will be much too low to provide qualified consultants for higher the valued skills in the same category. How does this pricing methodology adhere to the state RFP goal of "implementing best practices and identifying opportunities for savings?"	The Hourly Bill Rate will be fixed in the contract and it will be up to the Contractors to manage costs and quality of candidates. The initial Hourly Bill Rates will be set based on a Wage Rate and Markup percentage. Actual placements of candidates could have slight deviations in Wage Rate as long as quality is maintained, but Hourly Bill Rates will not adjust at the time of placement.
446	RFP_Main	Attachment 6		With the exception of the CPI increased allowed in the contract the State is asking bidders to commit one price for 5 years for skills in the normal and high demand categories. The skills listed in the same category in today's market vary widely and we believe it is unreasonable to provide one single wage rate for widely differently valued skills. Since to value of skills is already significantly different and because technologies change at an increasingly rapid pace, the market rates for skills will assuredly fluctuate over the course of 60 months. By agreeing to a specific wage rate for a skill in high demand today will the state not be overpaying for a skill for 36 months that becomes not in high demand 24 months from now?	The Hourly Bill Rate will be fixed in the contract and it will be up to the Contractors to manage costs and quality of candidates. The initial Hourly Bill Rates will be set based on a Wage Rate and Markup percentage. Actual placements of candidates could have slight deviations in Wage Rate as long as quality is maintained, but Hourly Bill Rates will not adjust at the time of placement.
447	RFP_Main	8.15	38	Services Warranty - The RFP States that the authorized user shall have the right to interview the candidate in person. Who pays for the time and travel of that candidate to appear at the interview?	The Contractor and/or candidate shall bear the costs associated with proposing a candidate for selection, including, although not limited to, candidate identification, Contractor pre-interview, and Authorized User interview transportation/lodging.
448	RFP_Main	General	General	While the RFP sets minority and woman owned business goals of 11% and 9% respectively of billings there may be an assumption that MWBE subcontractors will enjoy a reasonable profit from the hourly markup as participants in this contract. However in some instances in other New York State engagements, while complying with MWBE participation goals prime contractors have required MWBE subcontractors to provide resources at unreasonably low margins in return for participating in the contract. Prime vendors can easily meet MWBE contract value participation goals by offering MWBE participation in the contract at negligible profit margins. The State assumes that participating in State contracts results in profitable work. While we are sure that is the State's intent it is not always the case, Small MWBE's therefore must choose between accepting unreasonably low margin rates or not participating at all. Since the State requires prime contractors to report on meeting MWBE participation goals would it also require prime contractors to report what margin rates were imposed on MWBE subcontractors?	The Report of Contract Purchases (Attachment 3 to the HBITS RFP) requires that Contractors report the Wage Rate and Markup for all consultants provided to the State during that reporting period, including MWBEs.
449	RFP_Main	9.2.4.	46	The Administrative fee of 0.75% is calculated and due based on billing periods with only a 30 day period following the end of a billing period when payments are due. Can the state guarantee that payments will be made within 30 days so that the contractor is not forced to borrow money to pay administrative fees on invoices that the state has not paid?	A response to this question is currently being researched and will be released with the Clarifying Question responses.

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450	RFP_Main	General		Can resumes provided to OGS for HBITS be used under Chapter 500 to directly solicit consultants for New York State employment?	This question is irrelevant to the scope of this RFP.
451	RFP_Main	General		Since the MSP will have possession of thousands of resumes of consultants what protections are in place to prevent competitors from accessing these resumes through Freedom of Information requests or directly through the MSP?	In accordance with the NYS Public Officers Law Article 6-A, Freedom of Information Law, the name, address and other personally identifying information generally would be redacted from a resume requested under such article. Additionally, in accordance with Appendix B section 14(a), a Contractor may request that specific materials be exempted from release under the Freedom of Information Law. Such exemption must be in writing, setting forth the reasons for the claimed exemption. The basis and manner to claim such exemption are set forth in Public Officers Law sections 87(2) and 89(5).
452	RFP_Main	2.1	9	The RFP indicates that 20 vendors will be selected as active contractors. Since cost evaluation is 60% of the overall evaluation (technical 40%/cost 60%) we are concerned that the 18th, 19th, and 20th selected active contractors will likely have the highest wage rates and those firms will have an unfair advantage in attracting consultants who understandably will be seeking the highest remuneration possible for their work. Because of the fluidity in the IT consultant workforce and the fact that active contractors selected have no flexibility on wage rates throughout the term of the contract, active contractors on the lower price spectrum will not be able to attract or retain consultants and therefore the state will only be able to fill positions at the highest cost range of the 20 active contractors. How does the methodology used in this RFP result in lower costs savings.	The Hourly Bill Rate will be fixed in the contract and it will be up to the Contractors to manage costs and quality of candidates. The initial Hourly Bill Rates will be set based on a Wage Rate and Markup percentage. Actual placements of candidates could have slight deviations in Wage Rate as long as quality is maintained, but Hourly Bill Rates will not adjust at the time of placement.
453	RFP_Main	General		Did the state consider structuring the proposal to simply evaluate bill rates to allow for variances in market conditions, expertise and skill levels allowing authorized users to review compliant resumes based on total price wage rate and markup?	NYS consider a broad range of models and selected the HBITS model outlined in the RFP based on inputs including suppliers, executive agencies, and other state governments.
454	RFP_Main	1.6 Definitions [Hourly Wage Rate]	Page 7	If an individual is an exempt salaried employee (who is not paid on hourly basis), there is no Hourly Wage Rate for the individual. Does the State intend to eliminate the application of any individuals employed on an exempt, salaried basis?	NYS intends to pay a consistent mark-up from wage rate paid to consultants. The prime Contractors are responsible for managing the costs incurred for each placement regardless of the consultant's compensation structure.
455	RFP_Main	1.6 Definitions [Hourly Wage Rate] and 4.3.3.3 [a Bidder must submit only one rate for each title]	Pages 7,23	If Bidder applies these two provisions, then isn't the consequence that every individual that the Bidder supplies for a title must receive the same Hourly Wage Rate? Is it the State's intention to apply a single/same Hourly Wage Rate, which is the hourly rate that the Consultant receives for services, for all individuals that a Bidder may supply for a title? Is this in the nature of a prevailing wage rate for a title by Contractor? Given that contractor rates are public information, won't this have the effect that any individual that may consider working as a Consultant will only work for the Contractor that submits the greatest Hourly Wage Rate for a title? Won't this result in the State paying the greatest Hourly Wage Rate among all Contractors for a title most of the time?	The Hourly Bill Rate will be fixed in the contract and it will be up to the Contractors to manage costs and quality of candidates. The initial Hourly Bill Rates will be set based on a Wage Rate and Markup percentage. Actual placements of candidates could have slight deviations in Wage Rate as long as quality is maintained, but Hourly Bill Rates will not adjust at the time of placement.
456	RFP_Main	1.6 Definitions [Hourly Wage Rate and Consultant] and 9.1 CPI Adjustments	Pages 7, 45	Does the State intend that Consultants will be limited to possible increases in pay based on the CPI and not to exceed 3% at the start of Contract Years 3 and 5? Shouldn't any salary actions be a decision between the individual and the employer?	The Hourly Bill Rate will be fixed in the contract and it will be up to the Contractors to manage costs and quality of candidates. The initial Hourly Bill Rates will be set based on a Wage Rate and Markup percentage. Actual placements of candidates could have slight deviations in Wage Rate as long as quality is maintained, but Hourly Bill Rates will not adjust at the time of placement. The referenced language permits an increase to the wage rate.

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457	RFP_Main	1.6 Definitions [Hourly Wage Rate and Consultant] and 9.1 CPI Adjustments; 4.2.5 Detailed Narrative	Pages 7, 20, 45	In the Technical Proposal, Contractors are asked to provide a "narrative description of how the Bidder proposes to use its resources to provide appropriate Consultant Candidates, including the methods, strategies, and resources to be employed to provide the services necessary to satisfy the terms of the contract resulting from this Procurement." However, as the HBITS contract is currently structured, Contractors cannot provide merit wage increases to Contract consultants or other equitable adjustments to wages as Hourly Wage Rates will be fixed for two years and then adjusted only in Contract Years 3 and 5 per the CPI adjustments described in Section 9.1. This lack of flexibility in Consultant compensation potentially creates challenges pertaining to retention and attrition of high-performing persons, limited to increases by CPI regardless of performance. Would the State consider a simple fixed total rate for each role in lieu of the more complex hourly wage and markup rate that may not accommodate the need to compensate its Contractors based upon performance?	No.
458	RFP_Main	1.6	7	The State utilizes the services of Contractors that may supply US based employees, US based subcontractors that include self employed consultants, and foreign based employees or subcontractors. For a given role, each of these sources has widely varying wage rates pertaining to situations unique to the sourcing method: US based self employed Consultants have higher wage requirements due to their need to provide their own benefits and foreign based Consultants from low cost countries have very low wage rates, rates that do not include the provision of per diem expenses by the Contractor or its subcontractors. A single markup rate is not sufficient to cover this wide variation of permissible sources costs without establishing a higher markup rate based upon the lowest foreign sourced wage rate possible. This higher markup rate, given that there is a single rate, may potentially increase the overall prices of all Consultants to the State, regardless of the degree of use of foreign Consultants in that role category. Given the focus on specific "minimum rates" for each category, Contractors that maximize the use of low cost foreign sourced employees or contractors will be able to provide the most competitive, consistent markup rates. Would the State consider a simple fixed total rate for each role in lieu of the more complex hourly wage and markup rate that may not accommodate the willingness of the Contractor to vary its markup in each category to provide the most cost effective price to the State and provide an improved incentive to utilize both US and foreign sourced labor?	NYS considered a broad range of models and selected the HBITS model outlined in the RFP based on inputs including suppliers, executive agencies, and other state governments. NYS will not consider changing its approach.
459	RFP_Main	1.6 Definitions [Hourly Wage Rate and Consultant] and 9.1 CPI Adjustments; 4.2.5 Detailed Narrative	7	Not all vendors utilize systems which allow for systemic tracking of costs and markup for services, particularly for salaried employees. By requiring a pricing model based on a cost-plus methodology isn't the state effectively limiting the potential pool of qualified vendors who might otherwise offer competitive rates to the state? Would the state consider allowing for a different pricing model to be put forward by potential contractors, with the understanding that the state would evaluate the competitiveness based on one single hourly cost to the state ?	No, NYS intends to pay a consistent mark-up from wage rate paid to consultants. The prime Contractors are responsible for managing the costs incurred for each placement regardless of the consultant's compensation structure.
460	RFP_Main	9.4	50	Item 11 states that "Contractor must pay the Hourly Wage Rate to each of its Consultants as specified in Attachment 6. The MSP will account for instances in which it finds that placements are not being compensated at wage rates. " Please describe the procedures that the MSP will follow to make such determinations. Will this include auditing relative to Contractor costs and markup? Will there be frequent random audits? Inasmuch as Bidders will need to ensure that they and their sub-contractors maintain proper accounting procedures, this detail is essential for bidders to understand. Also, what guarantees can OGS provide to ensure that proprietary confidential information, e.g. payroll data, is kept strictly secured so that it does not become available to competitors?	In accordance with Appendix A, NYS reserves the right to audit wage rates and markup percentages. In accordance with Appendix A §10 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.

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461	RFP_Main	4.3	23	Are the vendors free to include whatever overhead costs, whether actually incurred or projected over time, that the vendors determine appropriate in their markup percentage (such as costs associated with the administrative fee, webcasting services, the toll free number etc.) ? Will vendors need to disclose <i>only</i> a total markup percentage or will the state also require a breakdown (either in the invoice or through audit) of the individual components of the markup rate/percentage. If disclosure is required, will the bidder be compelled to disclose all details of the markup percentage, including its profit margin?	Vendors can include any costs they view as relevant in the Markup. NYS is not requiring a breakdown of Markup percentages now, and does not intend to do so in the future.
462	RFP_Main	4.3 (Financial Terms)	23 of 93	Will there be audit terms relating to Bidders Hourly Wage Rate and Markup? Who will assume the costs of audit?	NYS reserves the right to audit wage rates and markup percentages. The State would incur the costs under Appendix A.
463	RFP_Main	8.21.2	41	Item 1 states that consultants will not be separately reimbursed for expenses incurred for travel to and from a designated work location. This will negatively impact Contractors' ability to recruit consultants as it limits the geographical recruitment area. Could the State amend this clause to provide for an exceptions process when viable candidates within a reasonable travelling distance cannot be identified?	No.
464	RFP_Main	9.6.1 Insurance	53	In paragraph 2, can you confirm that "evidence of such policies" would be in the form of a certificate of insurance. This form would also be considered "acceptable" pursuant to the second paragraph of this section. If it is not acceptable, please clearly state what would be required.	A certificate of insurance is acceptable, except for proof of Workers' Compensation and Disability coverage which must be provided in accordance with the Workers' Compensation Board's requirements.
465	RFP_Main	9.6.1.1 Insurance	53	In paragraph 2, can the last sentence be amended to read "Not less than thirty (30) days or as soon as possible prior to the expiration date or renewal date, the Contractor shall supply OBD updated replacement Certificates of Insurance, and amendatory endorsements" ?	No, this notice requirement can be complied with through an endorsement. We will not change this requirement.
466	RFP_Main	9.6.1.1	53	Last paragraph, first bullet: Please specify what constitutes an "approved" form per OGS.	Typically that is an Acord form.
467	RFP_Main	9.6.1.1	54	Re 4. Primary Coverage, can the first sentence be amended to read "All insurance policies shall provide that the required coverage shall apply on a primary and not on an excess or contributing basis to the extent of the liabilities assumed by Contractor as set forth in the Indemnification Section of this Agreement as to any other insurance that may be available to OGS or any Authorized User for any claim arising from the Contractor's work under this Contract, or as a result of the Contractor's activities?"	No.
468	RFP_Main	9.6.1.1	54	Re 5. Policy Renewal/Expiration, can the first sentence be amended to read "At least thirty (30) days prior or as soon as possible to the expiration of any policy required by this Contract, evidence of renewal or replacement policies of insurance with terms no less favorable to OGS than the expiring policies shall be delivered to OGS in the manner required for service of notice in Paragraph A.3. Certificates of Insurance/Notices above."	No, this notice requirement can be complied with through an endorsement. We will not change this requirement.
469	RFP_Main	9.6.1.1	54	Re 6. Self-Insured Retention Deductibles, can the second sentence be amended to read as follows: "Deductibles or self-insured retentions above \$100,000 are subject to approval from OGS , however, such approval shall not be unreasonably withheld "?	No.
470	RFP_Main	9.6.1.1	54	Can that the last paragraph be amended to read as follows: "All insurance required by the Contract shall name The People of the State of New York, its officers, agents, and employees as additional insured to the extent of the liabilities assumed by Contractor as set forth in the Indemnification Section of this Agreement. The additional insured requirement does not apply to Workers Compensation, Disability or Professional Liability coverage"?	This proposed change is acceptable. See Amendment to this RFP.
471	RFP_Main	9.6.2	54	Can the last sentence of page 54, be deleted as a Contractor may not provide specific limits on a project?	No. Such coverage is available.

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472	RFP_Main	9.6.2	55	Item 2. Can the following sentence be deleted? "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 for this Contract. See Section 9.6.3 below. " This provision indicates that the State is asking Contractors to protect the State from negligence caused by the State to Contractor employees.	No.
473	RFP_Main	9.6.2	55	Item 4. Can the following sentence be amended as follows: "The Contractor shall maintain errors and omissions liability insurance with a limit of not less than \$15,000,000 per loss"?	No. We will accept more coverage, but will not amend our provision.
474	RFP_Main	9.6.2	55	Item 4.1. Can the first sentence be amended as follows: "Such insurance shall apply to professional errors, acts, or omissions caused by the Professional services covered by this Contract and, if the project involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any petroleum, petroleum product hazardous material or substance, it may not exclude bodily injury, property damage, pollution or asbestos related claims, testing, monitoring, measuring, or laboratory analyses"?	No. We will not amend the provision.
475	RFP_Main	9.6.2	55	Item 4.2. Can the term of continuous coverage be changed to a period of two, not three, years from the time work under the Contract is completed?	No.
476	RFP_Main	9.6.2	55	Item 5. Can the third bullet be amended to read as follows: "The policy shall include coverage for third party fidelity and name the State of New York as loss payee as its interests may appear"?	No.
477	RFP_Main	9.6.2	55	Item 6. Can this paragraph be deleted? Contractors have a reasonable expectation that the State will assume liability for the negligence of the State.	No.
478	RFP_Main	4.3	23	Hourly wages necessarily vary by region (to account for regional differences), individual resources (based on performance and other factors) among resources who may all be qualified for a particular resource category/title. Similarly, markup percentages may vary due to varying costs for benefits, reimbursable expenses/stipends, which also vary by region and by where the resource is based out of. Having only one rate and markup per title may result in a restricted resource pool. Would the state consider allowing for multiple rate/markups per title or otherwise provide some options to provide for greater flexibility?	NYS consider a broad range of models and selected the HBITS model outlined in the RFP based on inputs including suppliers, executive agencies, and other state governments. NYS will not consider changing its approach.
479	RFP_Main	9.2.1	47	Please define the term "dedicated" as it relates to the dedicated Contract administrator.	NYS expects the Contractor to provide management level support necessary to administer all activities associated with the contract.
480	RFP_Main	1.5	6	Does the mandatory Meet & Greet Session and setting up of table apply to W/MBE bidders as well?	Yes. Date of the M/WBE Meet and Greet Session has passed.
481	RFP_Main	8.16	38	Are there any documents required from Subcontractors to be provided together with the final proposal?	No.
482	RFP_Main	8.16	38	Is the list of Subcontractors required for the proposal?	No. The only subcontractors that have to be identified are the MBEs and WBEs in the Utilization Plan.
483	RFP_Main	4.2.2 and 3	20 and 21	If we have not provided five(5) IT resources to government entities within the past 2 years, can we ask for an exception to this section? We have supplied IT resources within the past 2 years, just not 5	No.
484	RFP_Main	4.2.2 and 3	20 and 21	If our IT services sales volume is not \$500k with government entities; but we have had sales within the 2 year time frame, can we ask for an exception?	No.
485	RFP_Main	4.1.4.1	18	Can we get a listing of certified M/ WBE Subcontractors/Suppliers to help us in getting support for our MWBE utilization plan	The NYS Directory of Certified MWBE Firms is available at http://www.esd.ny.gov/MWBE/Certification.html .
486	RFP_Main	3 section 62	34	b.) what are the specifics for complying with electronic payments of invoices?	Specifics for complying with the electronic payment of invoices are available at the State Comptroller website at http://www.osc.state.ny.us/epay/ , or by e-mail at epunit@osc.state.ny.us .
487	RFP_Main	9.2.2	46	Would we be able to waive the toll free number requirement?	No.
488	RFP_Main	9.2.4	46	Is there any flexibility in the .75% administrative fee for hourly-based IT services?	No.
489	RFP_Main	9.2.5	47	What minimum notice is Contractor given for mandatory quarterly meetings?	A minimum of two weeks notice will be provided. The actual months are stated in the RFP.

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490	RFP_Main	9.3	48	Can an exception be made where Contractor can have background check done on accepted candidate, rather than all candidates submitted?	See Amendment to the RFP
491	RFP_Main	9.3	48	Surprised that H1B candidates would be considered by NY State! Can we take out this category of workers? It puts our US and those legally able to work in NYS at a disadvantage cost wise....	This is not a question.
492	RFP_Main	9.3.9	49	Please specify webcasting technology to be used for candidate interviews? Is this mandatory?	The State is not endorsing or requiring a specific technology suite. It is the State's expectation that the Contractor's webcasting technology will be sufficiently flexible to accommodate the variety of technologies utilized by Authorized Users. The Contractor's ability to make a Candidate available to participate in an interview via Webcasting is mandatory.
493	RFP_Main	9.3.10	49	Will consultants be paid regular hourly wage by an Authorized user for mandated training? And will Contractor be able to bill Authorized user for this time?	Yes, the Contractor may bill the State for the hours worked by the consultant as a result of mandated training by the Authorized User. The Bill Rate for training attendance is not different from that as listed in the Contract.
494	RFP_Main	9.4	49	Can there be a stipulation that return of telephone calls and emails subject to conditions outside of contractor's control such as weather; natural disasters or technology failures?	Appendix B §61 sets forth the force majeure events that excuse non-performance by the Contractor, OGS or Authorized User.
495	RFP_Main	9.5.4.1	52	We request an exception from the rapid replacement clause that gives Authorized Users the right to receive up to 80 hours at no charge during a transition/ramp up period.	No.
496	RFP_Main	9.5.4.2	52-53	same concern as in previous question - the need to give up to 2 weeks consultant services at no charge as a result of replacing a consultant.	No.
497	RFP_Main	9.6.2	55	What is Personal and "Advertising" injury policy	It is part of a CGL policy.
498	RFP_Main	9.6.2	55	We would like to request an exception to the requirement to provide comprehensive business automobile liability insurance for our consultants.	No.
499	RFP_Main	9.6.2	55	Similar to question above, we request an exception to provide professional liability insurance for our consultants.	No.
500	RFP_Main	9.6.2	55	We have never had to provide "crime" insurance and would like to request an exception from providing this insurance for all employees	No.
501	General			Should the responses be tabbed with section markers and a Table of contents?	Bidders are encouraged to do so, however, this is a not mandatory requirement. A Bidder, however, shall not include any Hourly Wage Rate or Markup information in the Bidder's Administrative Proposal or Technical Proposal.
502	General			Will vendors be aware if a Request for a Job specification will be an incumbent position or a new requisition?	The detailed requisition process and related forms are in development, but our intention is to create a consistent process regardless of incumbency status.
503	General	Section 4	20	Will OGS be able to provide a forecast of resources that will be required ?	We provided high level historical spend in Section 3.3 of the RFP to allow Bidders to infer relative usage.
504	General	Section4	20	Can services be offered remotely to help further reduce cost ?	The location of the work being performed will be specified by the Authorized User at the time of transaction. However, Bidders should assume that the majority of work performed under this contract will take place within the respective Authorized User locations.
505	General			I do not see any HBITS requirements for BMC applications. Are these to be intentionally EXCLUDED from this contract ?	The detailed requisition process, related forms and technology are under consideration, but our intention is to create a consistent and reasonable process. Authorized Users will be able to articulate their specific needs at the transaction level, which may include specific technologies not listed in Attachment 6, Skill Demand Definition tab.
506	General	Section 3		Can we get more granularity on who the Executive Agencies are as well as who the Authorized Users are - Can you list each of these.	Authorized Users of the HBITS contracts include any entity that has statutory authority to use OGS contracts. Only NYS Executive Agencies will be MSP users at the start of the contract. This is subject to change in the future. See attached list of Executive Agencies. Information about the other entities authorized to use this contract can be found at http://www.ogs.ny.gov/BU/PC/BuyerInfo.asp .
507	General	Section 3	12	Will non-MSP users still use OGS for centralized billing ?	Centralized billing at OGS is specific to Executive Agency users of the HBITS contract. All other Authorized Users of the contract, regardless of MSP use, will be responsible for their own billing.
508	General	Section 3	13	When the requisitioner received the resumes, will the contractor names be included or excluded on the resume ?	The detailed requisition process and related forms are in development, but our intention is to create a consistent and reasonable process.
509	General	Section 3	13	Will the interviews with the candidates be in person or over the telephone ?	Interview format will be determined by the requesting Authorized User.
510	General	Section 3	14	When will we know the length of the engagement ?	The length of the engagement will be specified at the time of transaction.
511	General	Section 3	16	Can we get a list of the 67 contractors that are indicated in Section 3.3	This data will not be released.

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512	General	Section 3	16 & 17	Why are the Microsoft, IBM, & Unysis Specialties list as N/A for Normal & High Skill Demand ? How are these requirements to be met in 2012-2013 ?	The Skill Demand matrix applies only to Job Titles in Service Group 1 as these titles are defined without regard to specific technology. Service Group 2 Job Titles are technology-specific and therefore do not need to be bid at varying levels of demand.
513	General			Why is there only going to be 20-25 awarded contracts when there is over 600 vendors? Would that not be an unfair advantage to smaller companies?	The HBITS model was designed to provide opportunities for small and M/WBE vendors to do business with NYS. OGS hosted an M/WBE Meet and Greet event and is requiring M/WBE participation by setting goals on the contract. OGS expects the 20 Active Contractors to partner extensively and use a subcontractor network.
514	General			Would you consider awarding a certain percentage of the 20-25 contracts solely to MWBE certified companies making this procurement more fair?	Contracts awards will be made in accordance with the evaluation criteria set forth in RFP section 7. New York State law does not authorize set-aside contracts as proposed in this question.
515	General			If awarded, when we receive a job requirement, will we be notified if there is currently an incumbent contractor performing those functions? If so, will we be told who and at what price?	The detailed requisition process and related forms are in development, but our intention is to create a consistent process regardless of incumbency status.
516	General			If a candidate is submitted twice by two different companies, will the online portal somehow identify and alert us if that candidate is a duplicate candidate? For example: If we have to enter a SS#, would it alert us if that SS# was already entered before the submission deadline?	The detailed requisition process, related forms and technology are under consideration, but our intention is to create a consistent and reasonable process. Duplicate candidates will be addressed at the initial resume screening process by the MSP. See amendment to this RFP.
517	General			In several instances and bases on first person knowledge, many times the actual manager of the NYS agency will inform the candidate currently performing the job function that a bid is coming out and they need to make sure they respond so that they can choose the CURRENT candidate performing the task. This has happened several time. How does OGS plan on eliminating this aspect of it? How will OGS guarantee FAIR competition?	The detailed requisition process and related forms are in development, but our intention is to create a consistent process regardless of incumbency status.
518	General			What happens after the 5 year contract term for this RFP? Will you simply re-issue this RFP again? Do you know?	NYS will assess its options at that time.
519	General			Will a company that has a larger or higher amount of employees be awarded more points or evaluated at a higher level due to the fact of the employee count?	Contract awards will be made in accordance with the evaluation criteria set forth in RFP Section 7.
520	General			Can OGS please provide an actual grading scale or point system that they are using to evaluate the proposals? I know the percentage of weight the proposal has, but how will OGS determine the specific requirements in each proposal? How will they be evaluated?	In accordance with State Finance Law, OGS has provided the relative weights of the technical and financial proposals in RFP Section 7.
521	General			Is there a score point cut off to determine who get wait listed and who gets an actual award? If so what is it? For example two companies come close, how will OGS determine what company gets awarded and what company gets wait-listed?	As noted in RFP section 7.1.1. contracts will be awarded to the top 20 ranked bidders. There is no specific point score predetermining award.
522	GENERAL	Appendix B, Sec 13, Extraneous Terms - Addition	70	Assignment Oversight/Guidance: Since the HBITS Contract shall not be used for deliverable-based consulting services, and Bonadio & Co, LLP (Bonadio) is not on-site providing engagement management, Bonadio requests that an enforceable obligation of day to day guidance/oversight of Consultants by Authorized User be secured in the Agreement, or alternatively, a statement that Bonadio's liability and indemnity obligations do not extend to claims resulting from an Authorized User failing to provide such day to day oversight/guidance.	OGS declines the requested change.

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523	GENERAL	Appendix B, Sec 13, Extraneous Terms - Addition	70	Job Limitations/Deliverables: Numerous restrictions by professional licensing boards, from state to state, limit the activities of certain Consultants with professional degrees (i.e. CPAs offering external audit opinions). Since the HBITS Contract shall not be used for deliverable-based consulting services, and Bonadio is not on site providing engagement management, Bonadio requests that we include a provision that will not permit or require a Consultant (i) to perform Services outside of the scope of his or her assignment; (ii) to sign contracts or statements (including SEC documents); (iii) to make any final decisions regarding system design, software development or the acquisition of hardware or software; (iv) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables; (v) to render an opinion on your behalf regarding financial statements; (vi) to sign the Bonadio, or any related affiliate's name, to any document, or to sign their own names on financial statements or tax returns; (vii) or to use computers, software or network equipment owned or licensed by the Assigned Consultant.	OGS declines the requested changes. Please see RFP section 2.1.1 for the scope of the contract and Attachment 6 for the titles authorized under this contract.
524	GENERAL	Appendix B, Sec 74 & 75, Extraneous Terms - Modification	84	Indemnification: Bidder acknowledges responsibility for the "bad acts" of its assigned Consultants. However, we request that the indemnification obligations, contained in these agreements, be limited to: (i) third party claims (vs. direct claims which are considered liabilities, not indemnity obligations); (ii) "negligent and willful misconduct" of Bidder, its consultants, employees, and partners, (rather than "acts or omissions" which includes following the directions of OGS MSP and the end Authorized User which Bidder should not be responsible for); and (iii) the portion of loss that Bidder is responsible for (i.e. excludes responsibility for the acts and omissions of the OGS MSP and the end Authorized User.)	OGS declines the requested change.
525	GENERAL	Appendix B, Sec 72, Extraneous Terms - Modification	82-84	Warranties: Bidder requests that the contract only commits Bonadio to warranties that are appropriate, given the content of the services it is providing. Since the services are the locating and assignment of qualified Consultants (as determined by OGS MSP and Authorized User's criteria for a position), Bonadio is not being asked to provide specific work by those Consultants. As such, payment conditioned on Authorized User's acceptance of the work (rather than the approval of time) creates revenue recognition issues under GAAP. What are acceptable alternatives where: (i) Bonadio provides initial placement of guarantees that if the assigned Consultant does not mesh with the Authorized User within the first X days of assignment, the Authorized User can, within that period of time, request the removal of the Consultant and not pay for any time in those initial X days, and/or (ii) if reperformance of unsatisfactory work is an obligation of the contract, it needs to be bound by both a time limit and reperformance limit (which it appears in the agreement that this piece is).	The scope of services under this contract is not limited to locating and assignment of qualified Consultants. It includes performance by the consultant. Accordingly, the requested change is declined.
526	General			Many MWBE firms cannot meet ALL of the stated minimum requirements yet have participated effectively as 'primes' on the current OGS contract. The structure of the HBIT effectively relegates MWBEs to a 'sub-contractor' status, where visibility is lost. Did the OGS team consider this issue when developing the RFP? Is there no provision for 'small' purchases which are more appropriate for MWBEs?	It is OGS's position that the minimum requirements do not preclude any qualified firm from submitting a valid bid. The qualifications do not force MWBE suppliers to subcontractor status. It is expected that all non-winning firms, regardless of MWBE status, will seek to partner with other firms to do business with NYS. There is no special provision for "small purchases" under this contract. The discretionary threshold for purchases made outside this contract is \$200,000 (see State Finance Law §163(6)).
527	General			Is this a Staff Augmentation Contract? If so is it expected that consultants work at agency site locations?	Yes. HBITS is a form of staff augmentation that utilizes IT services consultants. Consultants work at agency site locations.
528	General			Does a formal Certification process exist for Small Business Enterprises (SBE)? If so what is it and how does one apply.	NYS does not have a formal certification process for small business enterprises.
529	General			Are there any SBE contracting goals? I notice goals set for MBE and WBE but not SBE. If a specific goal does not exist for SBE what incentive is there for Contractors to sub contract with an SBE?	New York State Executive Law Article 15-A does not authorize the setting of goals for small business participation.

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530	General			Could you provide an explanation of how the SMWBE participation goals may be met by the contractor? Are the goals based on total contract dollars awarded for a given year or for each placement? Would the following scenario meet the goals: Contractor A was awarded \$100,000 in 2012 of which 11,000 was subcontracted to a MBE and 9,000 to a WBE.	The goals are based on the total contract dollars awarded throughout the term of the contract. However, the contractor's commitment to meeting M/WBE goals on an annual basis will be a component of the annual performance review by the MSP. It is the State's expectation that the Contractor will be making continuous efforts toward meeting M/WBE goals throughout the contract.
531	General			Will you be issuing all Q&A to all who respond to the affirmative on intent to bid as well as responding with other mandatory forms?	Answers to the Q&A will be posted publicly.
532	General			MWBE meet and greet: In case some of the MWBEs fail to stop by our table during the meet and greet, would OGS be willing to circulate a list of all MWBEs' names and contact information (including office address) who attend the meet and greet along with the counties in which they have the strongest presence?	For information regarding MWBE suppliers, please visit the ESDC website: http://www.esd.ny.gov/MWBE/directorySearch.html
533	General			What happens to existing assignments with NYS users that are ongoing and still active through the old OGS IT Services back-drop contract that expires on 12/31/11? Do they continue until the project ends or will they be terminated when this new contract starts?	Existing assignments will continue through their current project end date, unless earlier terminated by the Authorized User.
534	General			The current NYS OGS Services Backdrop contract allows authorized users, including non-State agencies, to define projects via the project definition statement that is included in the bid that goes out to vendors. The ability to define projects via scope statements provides a meaningful value as it eliminates the need to estimate the time and various roles that may be needed to complete a project. It appears the HBITS RFP eliminates all project based work and instead is a pure staff augmentation RFP, which may not meet the needs of those agencies who need assistance with project based work. If this interpretation of HBITS intent is correct, will the State please consider allowing project based work for authorized users?	Project based work is not included in this contract. Expectation is that agencies will use alternative procurement methods to source project-based work as needed.
535	General	2.1.1	9	Are the following services covered under this contract: GIS Consulting services, GIS Application Development services, Data Conversion, Help Desk services, Internet/Intranet Application development, and On-going Services?	If the question refers to offering these services in a similar manner as they are currently offered under the IT Services backdrop contract, then the answer is no. Authorized Users may request consultants to perform Hourly-Based work with corresponding skill sets to perform these services. In addition, GIS related skill sets have been added to the Skill Demand matrix in the Amended version of Attachment 6.
536	General	3	11	Can you share with us the reasoning behind only choosing 20 active vendors and 5 waitlist vendors out of 629 active vendors currently in OGS IT vendor list (http://ogs.ny.gov/asp/purchase/snt/consulting/matrixnew.asp?HR=)	The HBITS model was developed using input from vendors and Executive Agencies through the August 2011 Request for Information, data collection, end user interviews, and the Vendor Roundtable. Further, the State identified that only 21 vendors accounted for 91% of Executive Agency spend in the HBITS category during SFY10-11.
537	General			Have you considered the impact on small, woman and minority owned NYS businesses this RFP will have, who are already doing business with the NYS?	NYS has done significant vendor outreach including the Vendor Roundtable in August, 2011, the M/WBE Meet and Greet that was mandatory for all potential Bidders, as well as placing M/WBE goals on the HBITS RFP in alignment with Governor Cuomo's policy goals.
538	General			Do the media and public know that this RFP HBITS which states only awarding 20 active vendors, will be putting other rest of small ,woman and minority owned businesses/vendors out of business? If not what is the OGS plan to notify the public and the media.	The HBITS program has been built to reach NYS goal of achieving 20% spend with MWBE businesses.
539	General			Do the New York State Black, Puerto Rican, Hispanic and Asian Legislative Caucus know about this contract and the impact it will have on their community? If not what is the OGS plan to notify them.	The RFP has been released publicly in compliance with State Finance Law and Economic Development Law. NYS has done significant vendor outreach including the Vendor Roundtable in August, 2011, a pre-bid conference, the M/WBE Meet and Greet that was mandatory for all potential Bidders, as well as placing M/WBE goals on the HBITS RFP in alignment with Governor Cuomo's policy goals.
540	General			Are we required to have a physical office in NY? Is it OK to have one in NJ?	No, a physical location in NY is not a requirement. It is acceptable to have a location in NJ.
541	General			Could you provide us with approximate bill rates? Is negotiation allowed?	We cannot provide approximate bill rates. It is expected that vendors understand market wage rates and their required mark-ups. There will not be negotiation between vendor bid submission and Contractor awards.
542	General			Can you provide the length of time that it generally takes to on-board a consultant with OGS; specially how many days from final selection until the consultant can begin working?	This current length of time varies by Authorized User. The MSP process is designed to increase the velocity of placements from selection through start date.
543	General			Can you provide some detail regarding what type of monthly Requisition volume suppliers can expect?	NYS provided high level spend data to allow vendors to infer volumes.

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544	General			Can you provide some historical data regarding the average number of individuals that are interviewed per Requisition?	NYS has not performed such an analysis to the HBITS team's knowledge.
545	General			If the vendor has all of its experience in placing consultants with only one agency is that sufficient qualification to be an acceptable bidder?	There is no requirement for number of agencies.
546	General			If vendor submits its intent to bid, then later decides to bid as a JV; will its initial submittal of intent allow the JV's bid to be accepted?	In order to qualify to submit a bid, the Prime Bidder in the joint venture must have submitted the Intent to Bid.
547	General			How does the current RFP affect the Backdrop Contract for IT Services	The OGS ITS contract will expire on December 31,2011.
548	General			Does this RFP also affect product fulfillment	The HBITS team is not familiar with product fulfillment. Please see RFP section 2.1.1 for those elements that are not authorized under the contract.
549	General			Will this contract affect our listing as a sub of another vendor on their State Contract	Any relationships would be subject to the terms and conditions associated with that respective contract.
550	General	N/A	N/A	What are the volumes of resources (people) by agency per month that are requested per month?	NYS provided high level spend data to allow vendors to infer volumes.
551	General	N/A	N/A	Is it envisioned that all IT resources that support NY State agencies will be ordered through this vehicle?	The new HBITS contract will be available to all NY State agencies and other entities across the State.
552	General			Is it Mandatory for the vendor to be a S/M/WBE certified at the time of proposal submission?	There is no requirement that a bidder be a New York State Small Business or a Certified Minority or Women-owned business to be eligible to submit a proposal.
553	General	email	email	I cannot open the RFP from the link. It says file is corrupted. I can open the other files but not the main RFP file. How else can I get a copy?	We have not had this issue with any other Bidder. We suggest you check with your IT department to see if it is a local hardware device issue.
554	General			Is this RFP replacing the OGS backdrop contract that expires Dec. 31 2011?	While it replaces some elements for the current OGS ITS contract, specifically the hourly IT Services described in the RFP, the HBITS presents an entirely new contract model.
555	General			In view of forthcoming holiday light time extension can be a sufficient addition to cover all the necessary requirements and criteria mentioned in the RFP. Will there be some extension on the due date?	An amended timeline is being released with the Q&A.
556	Attachment 6 - Financial Proposal	Pricing Tabs	n/a	Please clarify how a vendor should indicate the difference in overhead rate between a W2 employee (which has statutory costs in addition to any benefit costs, financing costs, general administrative costs, training costs, etc.) and a rate when subcontractors are utilized, as no statutory costs to the prime vendor are incurred.	NYS intends to pay a consistent Markup from Wage Rate paid to Contractors. The prime Contractors are responsible for managing the costs incurred for each placement regardless of the candidate employment designation or source.
557	Attachment 6 - Financial Proposal	Pricing Tabs	n/a	The Attachment 6 does not give any consideration for the differences in compensation between W2 employees and independent contractors. Independent contractors generally earn a higher hourly compensation rate than employees but the overhead rate is lower for the vendor because of the absence of statutory costs. Please advise how to express the differences in compensation and overhead between W2 personnel and independent contractors.	NYS intends to pay a consistent Markup from Wage Rate paid to Contractors. The prime Contractors are responsible for managing the costs incurred for each placement regardless of the candidate employment designation or source.
558	Attachment 6 - Financial Proposal	Pricing Tabs	n/a	The Attachment 6 does not give any consideration for the differences in compensation between W2 employees and subcontracting firms. Subcontractor's personnel may had a different compensation structure from the prime's employees; the overhead rate may be different; and the prime requires an uplift to ensure that its administrative costs are covered, in addition to a small profit. Please advise how to accurately express the differences rates and compensation.	NYS intends to pay a consistent Markup from Wage Rate paid to Contractors. The prime Contractors are responsible for managing the costs incurred for each placement regardless of the candidate employment designation or source.
559	Attachment 6 - Financial Proposal	Pricing Tabs	n/a	If a subcontractor's statutory G&A, and profit overhead are the same as the prime, then there is no opportunity at all for the prime to recover its administrative fee. Please advise if a revised Attachment 6 will be provided that is specific to rates under subcontracting arrangements.	NYS intends to pay a consistent Markup from Wage Rate paid to Contractors. The prime Contractors are responsible for managing the costs incurred for each placement regardless of the candidate employment designation or source.
560	Attachment 6 - Financial Proposal	Pricing Tabs	n/a	Does each subcontractor fill out Attachment 6, or only the prime proposer? If so, does a subcontractor include referral fees owed back to the prime in its overhead?	No, subcontractors do not need to participate in any bidding activities. The Attachment 6 - Financial Proposal should only be filled out by the prime Bidder. It is up to each Bidder to determine the economics of their arrangements with subcontractors.

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561	Attachment 6 - Financial Proposal	Pricing Tabs	n/a	What is the provision for administrative fees above loaded subcontractor cost? Under the terms and conditions of this RFP, subcontracting is required; however, please advise how the prime recovers costs associated with subcontracting as Attachment 6 does not have a provision for a rate when subcontractors are involved.	NYS intends to pay a consistent Markup from Wage Rate paid to Contractors. The prime Contractors are responsible for managing the costs incurred for each placement regardless of the candidate employment designation or source.
562	Attachment 6 - Financial Proposal	Region 1,2,3	1	Could you please confirm that the Hourly Bill Rates on the Financial Proposal will be the rate the Authorized Users will pay for hourly consulting services under a specific job title and skill demand. Specifically, the Authorized User will have no ability to negotiate a rate different than the rate submitted on the Financial Proposal.	Authorized Users will have no ability to negotiate different rates than the rates submitted on the Financial Proposal. However, the HBITS contract will allow for Contractors to lower their contracted rates at any time during the duration of the contract via an amendment which will be subject to OSC approval.
563	Attachment 6 - Financial Proposal	Region 1,2,3	1	Our Standard Title Markup is fixed on an absolute dollar basis, not a percentage basis. The standard Title Markup on the Financial Proposal assumes that contractors use a fixed percentage markup for all titles. If we use the required methodology our markups will appear too high for higher dollar titles and too low for lower dollar titles. Would the Procurement Services Group please consider a revision to the form that allows for fixed dollar markup or allow for free form entry of our markup for each title?	All Bidders must comply with the pricing methodology outlined in the RFP. Companies that calculate Markup on an absolute dollar basis should use the facts provided in the RFP to come up with a blended percentage Markup that will result in your desired Markup percentage across the portfolio of candidates.
564	Attachment 6 - Financial Proposal	Job Title Definition Tab		The definition for Tester really says nothing about testing. It does not speak to testing methodology, testing tools, or types of testing used by the State. The cost of testers can vary greatly depending on the tools, methods and types of testing (e.g. performance testing of databases vs. UAT testing of an application). Can the State be more specific?	Authorized Users shall specify the scope of position responsibilities related to testing during the Requisition Phase. In addition, the State has identified specific technologies in the Skill Demand chart on Attachment 6.
565	Attachment 6 - Financial Proposal	Job Title Definition Tab		The definition for Programmer provides no breakdown by type of programming or the tools/languages used by the State. Again, the cost for a programmer can vary greatly depending on the languages/tools that the programmer is expected to use. Some technologies are much more in demand in the market than others. Can the State be more specific? Maybe providing a breakdown by mainframe, client server, and web programming?	A Bidder is directed to the Skill demand tab on Attachment 6. Normal demand is defined as technologies and skills of a low to normal technical level, and/or there is a high supply and low demand for resources with the technology or skill. High demand is defined as technologies or skills of a high technical level, and/or the technology is new, and/or there is a low supply and a high demand for resources with the technology or skill. The State has provided a list of technologies for both Normal and High Demand.
566	Attachment 6 - Financial Proposal	Section 4.25	20	What are adequate staffing levels without understanding a forecast & timetable for the demand? The quantities are listed in \$\$, not in people, please provide more granularity	We provided high level historical spend in Section 3.3 of the RFP to allow Bidders to infer relative usage.
567	Attachment 6 - Financial Proposal	Section 4		Does a bidder need to have skills in every area to respond? OR for example, can a bidder have skills for a subset of the products listed..	Bidders need to be able to provide the entire scope of service, state-wide, either directly or via subcontractors. A responsive Bid will include a proposed Wage Rate and Markup for all Job Titles, Levels, Skill Demands and Regions in Attachment 6.
568	Attachment 6 - Financial Proposal	1	1	We intend to bid on the IT Services contract- and have a question regarding the Rates/Prices. It appears that the rates listed require "Hourly" amounts, in looking at the contract that is currently in place, the rates appear to possibly be "Day" rates, but are still called "hourly". Just looking for some clarification	The HBITS model is not based on the current contract that is in place. Bidders should provide hourly rates, not daily rates.
569	Attachment 6 - Financial Proposal	General	General	Are the markups inclusive of any required MWBE subcontractor relationship?	Yes.
570	Attachment 6 - Financial Proposal			Are you concerned that with such a broad range of skills in the "Normal" category, which all command different pay and bill rates in the market, that the state will significantly overpay for mature skills, and in turn the practitioners with these skills will be significantly overpaid?	We are confident that with data provided in this RFP the supply base can provide market-relevant Wage Rates and Markups that will lead to an economical outcome for NYS.
571	Attachment 6 - Financial Proposal			Similarly, are you concerned that with such a broad range of skills included in the "Normal" category, with the very strong focus on price, and the need to quote one price across all the "normal" technologies in service group 1, that bidders will be forced to price some titles and skills below market rates to become one of the awardees and thus be unable to meet the requirements of agencies, particularly for higher end skills? This has occurred in another similar contract in NYC, and has reduced the number of vendors actually providing resources of acceptable quality to less than half of the approved list.	We are confident that with data provided in this RFP the supply base can provide market-relevant Wage Rates and Markups that will lead to an economical outcome for NYS.

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572	Attachment 6 - Financial Proposal	Region Definition		Does Definition of Region 1 includes all counties in US outside NY states and also other Countries ? Please confirm	Per Section 4.3 of the RFP, the Regions are defined as follows: Region 1 is defined as all counties that are not included in Regions 2 or Region 3. Region 2 is defined as the Mid-Hudson Region which contains Dutchess, Orange and Putnam Counties. Region 3 is defined as the New York City Metro Region which contains Nassau, Rockland, Suffolk, Westchester, Bronx, Kings, New York, Queens, and Richmond Counties. This applies only to New York State.
573	Attachment 6 - Financial Proposal	Hourly Wage Rates, Regions 1-3		Given that some segments of the IT market such as programmers are dominated by lower paid H-1B consultants, we are concerned that the pricing model for the RFP and subsequent contract will bias Authorized Users and OGS to hire candidates that are non-US citizens or long-term residents of NYS because of the wide pay discrepancy between H-1Bs and US citizens. To insure our pricing was low enough, we would have no choice, based on how the pricing sheet is created, to assume H-1B pay rates for all programmer positions, for example. This would leave no room in the bill rate to ultimately hire American citizens. To get around this, would OGS consider allowing two sets of pricing for certain positions that are dominated by H-1B consultants so we can offer different pay and bill rates for both H-1B and US citizen candidates? Otherwise, only those companies that sponsor H-1B consultants will be able to offer competitive pricing on many positions and compete effectively on the financial evaluation of this RFP.	NYS intends to pay a consistent mark-up from wage rate paid to contractors. The prime vendors are responsible for managing the costs incurred for each placement regardless of the source of that consultant. Our expectation is that the wage rate will be market-driven and that each vendor will bid mark-up percentages where they believe they can be competitive while still making a reasonable profit.
574	Attachment 6 - Financial Proposal			Would OGS confirm that in the cases where the Skill Demand Definition already includes an experience level requirement such as "SQL Server 2008 – Expert Level" or "Advanced SQL", there will be only one or two pricing experience levels that apply (such as in this case either Advanced or Expert).	No. The Experience level is based on years of experience. In some cases, it may be impossible for a consultant to have 84 months of experience in a software suite that has only been in the marketplace for 48 months.
575	Attachment 6 - Financial Proposal			Would OGS consider moving the following Skill Demand Definitions from Normal to High because in our view these categories are both a high technical level with a high demand and/or low supply: SharePoint Designer; Unix Administration; Oracle Administration; Oracle PeopleSoft; PowerBuilder; Linux Administration; MS Server Administration; MySQL; MS Exchange; ITIL; and Java.	Skill demand definitions were determined by an extended team of Authorized Users from a broad cross-section of agencies.
576	Attachment 6 - Financial Proposal	Skill Demand Definitions		1) You have lumped the skills Access and Oracle in the "Normal" group containing some 395 disparate skills. Is it your intention for vendors to quote the same labor rate for a Senior Access Programmer as a Senior Oracle Programmer even though the average salary of an Access Programmer is approximately 23% less than that of an Oracle Programmer according to www.indeed.com?	See Amended version of Attachment 6 in which we have reclassified Oracle as a High Skill Demand.
577	Attachment 6 - Financial Proposal	Skill Demand Definitions		2) If yes, do you understand that the likely outcome of this RFP is that agencies will either over pay for Access Programmers or never acquire Senior Oracle Programmers?	NYS understands the bid model proposed.
578	Attachment 6 - Financial Proposal			8) Attachment 6 of the RFP is divided into 3 Regions (Region 1, Region 2, and Region 3). Will the vendors be evaluated independently for each Region? In other words is it possible for the 20 winning vendors for Region 1 to be different from the 20 winning vendors for Region 2 and Region 3?	No, a responsive Bid will include proposed rates for ALL job titles in Attachment 6, across the two Service Groups and three geographic Regions.
579	Attachment 6 - Financial Proposal	Pricing page for Regions 1, 2 and 3	Pricing page for Regions 1, 2 and 3	What is meant by "junior level", "mid-level" and "senior level"? Similar to "normal skill" and "high skill" above, OGS needs to be more specific in its requirements such as specific education and experience requirements that distinguish these levels so all bidders are bidding apples to apples.	The definitions of "normal skill" and "high skill" are provided in Attachment 6 on the "Level Definitions" tab.
580	Attachment 6 - Financial Proposal	NA	NA	The RFP does not include a Department of Labor (DOL) Prevailing Wage Rate Schedule. Will there be any DOL Wage Rates applicable to this RFP or resultant contract?	None of these job titles are applicable to the Prevailing Wage Rate Schedule. See section 2.1.1 for the exclusion of Public Works from this contract.
581	Attachment 6 - Financial Proposal	Section 3.2.1 Requisitions		Can you provide estimates of how many resources the state engages today in each job title/level?	Please refer to Section 3.3 of the RFP for high level historical spend that allows Bidders to infer relative usage.

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582	Attachment 6 - Financial Proposal	Regions 1, 2, 3	2,3,4	As the contract will require, we will be using subcontractors to meet the MWBE goals which means we will have different markup requirements for each of our subcontractors. Is the markup percentage to be provided in the Financial Proposal the markup percentage that must be adhered to on every placement or is it an average markup for all placements? If it is the required markup for all placements then this will force vendors to use the highest markup from its team of vendors. Would OGS consider allowing it to be the average of all placements over a certain period of time?	The Hourly Bill Rate will be fixed in the contract and it will be up to the Contractors to manage costs and quality of candidates. The initial Hourly Bill Rates will be set based on a Wage Rate and Markup percentage. Actual placements of candidates could have slight deviations in Wage Rate as long as quality is maintained, but Hourly Bill Rates will not adjust at the time of placement.
583	Attachment 6 - Financial Proposal	Job Title Definition Tab		The definition for Tester really says nothing about testing. It does not speak to testing methodology, testing tools, or types of testing used by the State. The cost of testers can vary greatly depending on the tools, methods and types of testing (e.g. performance testing of databases vs. UAT testing of an application). Can the State be more specific?	Authorized Users shall specify the scope of position responsibilities related to testing during the Requisition Phase. In addition, the State has identified specific technologies in the Skill Demand chart on Attachment 6.
584	Attachment 6 - Financial Proposal	Job Title Definition Tab		The definition for Programmer provides no breakdown by type of programming or the tools/languages used by the State. Again, the cost for a programmer can vary greatly depending on the languages/tools that the programmer is expected to use. Some technologies are much more in demand in the market than others. Can the State be more specific? Maybe providing a breakdown by mainframe, client server, and web programming?	A Bidder is directed to the Skill demand tab on Attachment 6. Normal demand is defined as technologies and skills of a low to normal technical level, and/or there is a high supply and low demand for resources with the technology or skill. High demand is defined as technologies or skills of a high technical level, and/or the technology is new, and/or there is a low supply and a high demand for resources with the technology or skill. The State has provided a list of technologies for both Normal and High Demand.
585	Attachment 6 - Financial Proposal			Will bidders be expected to submit realistic market wage/bill rates high enough to identify qualified candidates for all the titles found in Attachment 6?	Yes. It is expected that bidders will submit rates at which they can place qualified candidates for all titles found in Attachment 6.
586	Attachment 6 - Financial Proposal			What are the consequences for a bidder that proposes wage/bill rates that are artificially low and below market with the goal of obtaining a low score for the Financial Score Evaluation?	A bidder that takes this approach would risk not meeting the service level requirements of the HBITS program.
587	Attachment 6 - Financial Proposal			What are the consequences for a bidder that proposes realistic wage/bill rates for only a subset of the titles?	A bidder that takes this approach would risk not meeting the service level requirements of the HBITS program.
588	Attachment 6 - Financial Proposal			Will such bidders as described in the above two questions be determined to be non-responsive and therefore be disqualified?	Suppliers should bid their most competitive rates that allow them to meet the quality requirements. Bidders determined to be non-responsive for any reason can be disqualified.
589	Attachment 6 - Financial Proposal			Can bidders be allowed to bid different mark-ups for W-2 candidates compared to independent/subcontractor resources?	NYS intends to pay a consistent mark-up from wage rate paid to contractors. The prime Contractors are responsible for managing the costs incurred for each placement regardless of the source of that consultant. Our expectation is that the wage rate will be market-driven and that each vendor will bid mark-up percentages where they believe they can be competitive while still making a reasonable profit.
590	Attachment 6 - Financial Proposal	Tab 2		In light of a significant concern by the entire vendor community regarding quality of resources and continued M/WBE utilization goals, will NYS OGS consider a different pricing model that is more in line with other staff augmentation short lists or MSP models that have capped rates per job title vs a mark up?	NYS believes that it has fully explained its model in the RFP. NYS will not consider amending that approach.
591	Attachment 6 - Financial Proposal	Tab 2		The programming price field is particularly problematic. Vendors cannot possibly provide an accurate Mark Up and Hourly Wage Rate for this entire category being that direct labor rates vary so drastically across the job titles within programming. Example, direct labor rates for mainframe programmers vs. Java programmers is EXTREMELY different.	NYS intends to pay a consistent mark-up from wage rate paid to contractors. The prime Contractors are responsible for managing the costs incurred for each placement regardless of the source of that consultant. Our expectation is that the wage rate will be market-driven and that each vendor will bid mark-up percentages where they believe they can be competitive while still making a reasonable profit.
592	Attachment 6 - Financial Proposal	Tab 2		With the Texas model, the state sets their own job title bill rate which sets a level playing field for the vendors to compete. It is this model by which the monthly payback to the state is justified. Would NYS consider this model versus vendor mark-up?	NYS believes that it has fully explained its model in the RFP. NYS will not consider amending that approach.
593	Attachment 6 - Financial Proposal	General	General	Are the markups inclusive of any required MWBE subcontractor relationship?	NYS intends to pay a consistent mark-up from wage rate paid to contractors. The prime vendors are responsible for managing the costs incurred for each placement regardless of the source of that consultant. Our expectation is that the wage rate will be market-driven and that each vendor will bid mark-up percentages where they believe they can be competitive while still making a reasonable profit.
594	Attachment 6 - Financial Proposal			Do you require any financial supporting documents for prime contractor?	As part of the initial response to the RFP, there is no specific documentation required. However, a Bidder should direct its attention to Section 5.1.17, 18 and 19 of the RFP.
595	Attachment 5 - Technical Proposal Form			Can we bid for any one service group only.	No, a responsive Bid will include proposed rates for ALL job titles in Attachment 6, across the two Service Groups and three geographic Regions.

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596	Attachment 5 - Technical Proposal Form	Table 1	3	The Capacity Table asks the proposer to list placements within each of the three regions. How should vendors report placements made outside New York State, e.g., The State of New Jersey?	Table 1 of the Technical Proposal attachment (Attachment 5) has been updated. Please see the Amendment to this RFP.
597	Attachment 5 - Technical Proposal Form	Table 1	3	Can non-Government hourly based engagements be included in the capacity table?	Table 1 of the Technical Proposal attachment (Attachment 5) has been updated. Please see the Amendment to this RFP.
598	Attachment 5 - Technical Proposal Form	Table 2	4	Does the "Total Sales" column reflect only those sales made during the past two years or all gross sales made under a particular contract with a particular client from the start of the contract to present?	The Total Sales column in Table 2 of Attachment 5 - Technical Proposal is for all sales made during the past two years.
599	Attachment 5 - Technical Proposal Form	Table 1	3	Must proposers have hourly-based consultants in all of the listed titles within the past two years to be considered responsive?	No.
600	Attachment 5 - Technical Proposal Form	Table 1	3	In Table 1 (Capacity Reporting) are we to only fill in New York placements? Or will except state government placement from other states? It does say "any Client in the past Two (2) Years"	Table 1 of the Technical Proposal attachment (Attachment 5) has been updated. Please see the Amendment to this RFP.
601	Attachment 5 - Technical Proposal Form	Table 1	3	Is this the capacity solely for the bidder or should/can it include the placements made by subcontractors?	As part of the narrative describing the Bidder's background, the Bidder must address its capacity to undertake, manage and complete assignments promptly and to the satisfaction of OGS. This response should address the Bidder's capacity to provide placements both directly and via its subcontractor network.
602	Attachment 5 - Technical Proposal Form	1	2	The last topic in this section reads: "Bidder's capacity to undertake, manage and complete assignments promptly and to the satisfaction of OGS." The response to this could encompass the first two topics from section 2, as well as all of sections 3 and 4. What is OGS looking for in this response that distinguishes it from the others in sections 2-4?	We are looking for Bidders to demonstrate that they maintain a pool of internal resources and/or a robust subcontractor network that will allow them to fulfill placement requests quickly and efficiently.
603	Attachment 5 - Technical Proposal Form	2	2	The second topic, referring to the number of recruiters, appears to be a subset of the first topic, a description of the staff. Is this the case, and, if so, does OGS still want the recruiter topic to stand alone?	The first topic in this section refers to a Bidder's internal staff to execute and manage the HBITS contract including but not limited to contract administration tasks, monthly reporting, invoicing, etc. The second topic in this section refers to a Bidder's recruiting staff.
604	Attachment 5 - Technical Proposal Form	2	2	For the first topic, does OGS want any specific information, such as names, backgrounds or an organizational chart?	The Bidder should use the format provided in Attachment 5 to provide responses for the Technical Proposal. A Bidder is not prevented from submitting additional documentation, however, it is not required.
605	Attachment 5 - Technical Proposal Form	4A	4	The second, third and fourth questions/topics appear to be elements of the first topic. Can OGS better distinguish between these four questions/topics?	The first topic in this section refers to a Bidder's specific plans to recruit, interview, hire and maintain the kinds of Job Titles and skill sets and within the timelines set forth in the HBITS RFP. The second topic refers to any existing internal processes a Bidder may have in place in order to meet placement requests for clients, including but not limited to reference checking, resume verification, background checks, etc. The third topic refers to the day to day tasks that occur when a placement request is received. The fourth topic asks the Bidder to describe how the tasks followed to fill a placement request will be completed efficiently in order to meet the given 5 to 10 day timeline.
606	Attachment 5 - Technical Proposal Form	4A	4	For the second topic, "Provide a sample of relevant standards and procedures." can OGS explain the kinds of standards and procedures being sought?	OGS is looking for evidence that Bidders have robust internal processes and guidelines to effectively provide candidates to the State.
607	Attachment 5 - Technical Proposal Form	4A	4	The fifth question/topic states: "Does the Bidder maintain a staff of consultants available for deployment within the timeframes specified?" Given the number of job titles, once the different experience levels are accounted for, does OGS have an available staff size in mind for this response, or would any number of staff available for deployment warrant a positive answer?	OGS does not have a preconceived staff size in mind since each bidder could have a different capacity to provide placements. You need to demonstrate that you have a large enough staff to meet NYS needs in the timeframes required.
608	Attachment 5 - Technical Proposal Form	4B	5	The first, second and fifth questions are similar. Can OGS provide clarification as to how the desired responses differ?	See Amendment to the RFP.
609	Attachment 5 - Technical Proposal Form	5	5	Question 2 states: "If necessary, how do you plan to supplement your existing resume pool when desired candidates may not be available for a current Authorized User Request?" Does this question refer to identifying candidates for submission who are not currently on staff or identifying candidates to replace one that has been selected by the Authorized User but is no longer available?	This question is about the Bidder's ability to find candidates in the market that will supplement your existing resume pool if your current pool of candidates cannot meet the Authorized User Request.
610	Attachment 5 - Technical Proposal Form	5	5	Because question 2 is in the subcontractor management section, is OGS only looking for a response that relates to the use of subcontractors? If not, how does this question differ from bidders' other responses to questions in Attachment 5 regarding their approach to recruiting?	Yes, the question in the Subcontractor Management section of the Technical Proposal pertains specifically to finding candidates using a Bidder's subcontractor network.

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611	Attachment 5 - Technical Proposal Form	3. Table 1	3	This again seems like undue advantage to large companies as you are wanting us to submit how many placements we have performed within EACH region. This would appear that OGS is looking only for large companies. Is OGS wanting us to submit how many candidates we have placed within each region? If so, will more points be awarded to companies that have placed more?	Per the RFP, we are asking Bidders to submit candidates placed per Job Title within each Region. The evaluation of this specific aspect of a Bidder's proposal is currently in development by State staff. See Amendment to the RFP.
612	Attachment 5 - Technical Proposal Form	3-Capacity	3	Does the value of each verifiable Hourly-Based IT services engagement listed in Table 2 have to be valued at \$500000 or more or does the total of all engagements listed in table 2 have to be \$500000 or more?	The total value across all engagements must be \$500,000 or more.
613	Attachment 5 - Technical Proposal Form	4	4	The responses we intend to provide under the recruitment section typically span several pages per question and may not fit very well in the Bidder Response column for OGS review. Would it be permissible to adjust the tables/column width as needed (without changing the RFP language content) in order to present a more readable response?	The Bidder must use the format provided in Attachment 5 to provide responses for the Technical Proposal. The space provided should be sufficient for any Bidder to articulate their capabilities and response to each question.
614	Attachment 5 - Technical Proposal Form	Table 1 and 2	3	Table 1 and 2 request for numbers for Service group 1. Please confirm if these are not required for Service Group 2.	Table 1 - Capacity Reporting asks for historical placements for Service Group 1 Job Titles. Table 2 - Verifiable Sales asks for \$500,000 in hourly-based IT Services sales (not specific to Service Group 1 or 2 Job Titles) to governmental entities in the past two years.
615	Attachment 5 - Technical Proposal Form	Table 1, Capacity Reporting	3	In presenting the numbers of resources provided to clients over the past two years in each of the three regions, may the bidder include the resources provided by the subcontractors it intends to utilize during the term of the contract, to indicate the full capabilities of the bidder and its subcontractors?	The Bidder should include any consultants that the Bidder placed and was paid directly for. This can include placements that leveraged subcontractor relationships, as long as the Bidder was the prime vendor and retained responsibility for contract performance.
616	Attachment 5 - Technical Proposal Form			Are we permitted to add exhibits to better illustrate/support answers we have provided on your attachments, particularly for Attachment 5 - Technical Proposal? For example, if we would like show screen shots of our system's interview scheduling capabilities, is that acceptable?	Please use the format provided to submit your answers to all questions. You may provide additional attachments, but NYS does not guarantee that they will be considered as part of your proposal.
617	Attachment 5 - Technical Proposal Form			The space allocation in the cells of Attachment 5 constrain the use of graphics impacting the readability of the response. Are vendors limited to using Attachment 5 for their response?	The format was created to allow for sufficient answers to the questions, which should not necessarily require the use of graphics. Vendors must use Attachment 5 for their response.
618	Attachment 5 - Technical Proposal Form	Section 4. A - Recruitment	Page 4	Vendor is requested to "Provide a sample of relevant standards and procedures". Can you please clarify if you are you asking the vendor to provide an example of the documentation that is used in the standard Recruiting process or some other information?	OGS is requesting vendors to describe how they will recruit HBITS consultants. As part of this process, if there are relevant standards and procedures the Bidder currently uses, those should be described. This may include language from documentation that is used in the Bidder's standard Recruiting process.
619	Attachment 5 - Technical Proposal Form	Technical Proposal Format	2	The instructions state: 'Bidder shall use the format below for Technical Proposal responses. Bidder's proposal shall be written directly into this document.' Can we list the question first followed by the answer to utilize the full page width?	No. The Bidder must use the format provided in Attachment 5 to provide responses for the Technical Proposal.
620	Attachment 5 - Technical Proposal Form	3	3	You are only taking into account resources placed in New York State the past two to five years and not any resources placed outside the state? That seems a bit unfair, particularly to companies located in the tri-state area, not necessarily New York, that have filled a good number of assignments in NJ, PA, CT, DE, MD and MA with candidates local to those states - candidates that could easily interview in and relocate to New York.	Table 1 of the Technical Proposal attachment (Attachment 5) has been updated. Please see the Amendment to this RFP.
621	Attachment 5 - Technical Proposal Form	6. Client Management	6	Knowledge Transfer Methods will vary given specific objectives and scenarios, can OGS provide additional insight as to what you are seeking?	We are requesting that Bidders be as comprehensive as possible when discussing their Knowledge Transfer Methods. If a Bidder has multiple Knowledge Transfer Methods, they should each be described.
622	Attachment 5 - Technical Proposal Form			Some information that a vendor will provide for substantiation to sections of Attachment 5 (Bidder's Response) may not fit into the Table format given (ie. Graphics, charts, etc). Will OGS allow breaking of the table format for this purpose?	The format was created to allow for sufficient answers to the questions, which should not necessarily require the use of graphics. Vendors must use Attachment 5 for their response.
623	Attachment 5 - Technical Proposal Form	Table 1	3	Is this the capacity solely for the bidder or should/can it include the placements made by subcontractors?	The Bidder should include any consultants that the Bidder placed and was paid directly for. This can include placements that leveraged subcontractor relationships, as long as the Bidder was the prime vendor and retained responsibility for contract performance.
624	Attachment 5 - Technical Proposal Form	4.2.2	19-20	Do you require any supporting documents for sections 2, 3 and 4 of previously mentioned document section? If so, what are they?	No. There are no additional documents required beyond what is explained in the RFP.

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625	Attachment 4B - Administrative Forms	3	2	Where it states, what percentage discount would we allot should we, the vendor, accept the NYS Procurement Card: "If yes, additional discount for purchases made with the NYS Procurement Card"; since we are a service company and not a hardware company with hardware to sell, I am presuming that this card is aimed towards those vendors who have hardware to sell and does not apply relatively speaking towards service-only providers with no hardware to sell?	The statement is aimed at all potential Bidders as this is simply a method of payment. Bidders can answer accordingly. There is no mandate to accept the NYS Procurement card.
626	Attachment 4B - Administrative Forms	4.1.4 Item 3	2	We understand that using a procurement card imposes a substantial surcharge on all spending, about 4% of the total spend. Since this will result in higher costs for all suppliers and in turn NYS, would you be willing to eliminate this as a procurement method?	There is no mandate to accept the NYS Procurement card.
627	Attachment 4B - Administrative Forms	Question # 3	2	This questions asks, "If awarded a contract, will Bidder accept the New York State Procurement Card?" What is meant by "Procurement Card"? Is this a credit card payment?	The New York State Procurement Card refers to the credit card used by New York State agencies. For additional information please see http://www.ogs.ny.gov/purchase/snt/awardnotes/7900802837can.HTM
628	Attachment 4B - Administrative Forms	4	2	Will this contract and pricing for eligible agencies listed in Tables I & II supersede or invalidate contracts currently in place with agencies using the current OGS contract as a backdrop.	The engagements in place under the current ITS background contracts are not terminated by either this solicitation or the termination of the ITS contract. Such engagements will be valid until expiration or cancelation.
629	Attachment 4A - Administrative Proposal	Cover Page	1	In light of the fact that most organizations have unlimited domestic calling plans, must a vendor provide an 800 phone and fax number on the Cover Sheet? Would a vendor be considered non-responsive or otherwise penalized in the review process if they do not have an 800 phone and fax numbers?	Bidders must provide a toll-free phone number and a fax number.
630	Attachment 4A - Administrative Proposal	Additional Statements Tab	Question 2.	With respect to litigation reporting, does this pertain specifically to instances where the proposer was a defendant or does it include instances where the proposer initiated litigation as a plaintiff?	It pertains specifically to instances where the proposer (Bidder) was a defendant.
631	Attachment 4A - Administrative Proposal	Additional Statements Tab	Question 2.	Does this include small claims or other non-government instances?	This does not include small claims. It does, however, include non-government instances.
632	Attachment 4A - Administrative Proposal	2	Affirmative Statements tab	Please clarify how the Bid Deviations are factored into a "Yes" response to Affirmative Statement #2.	The response choices for Affirmative Statement #2 have been updated in Attachment 4A. See the Amendment to this RFP.
633	Attachment 4A - Administrative Proposal	Cover Sheet		What is State Vendor Identification Number?	The New York State Vendor File is a centralized database of all vendors that provide goods or services to, have an ongoing relationship with or receive payment from New York State. The file identifies each vendor by a State-assigned ten-digit vendor number instead of by its federal Tax Identification Number, which is currently used by New York State. The New York State Vendor File standardizes vendor information for all State Business Units. This will help reduce payment-processing time, allow vendors to manage their own State vendor records and improve vendor reporting. For additional information, please visit the following site: http://www.osc.state.ny.us/vendors/vendorsguide/guide.htm .
634	Attachment 2 - Mandatory Pre-Bid Tasks	Section 3.1 and 4.2.2		My company is 100% for profit, and will consider a Joint Venture but wants to try and get on all the vendors list of the OGS Active Vendors awarded, since I do not meet the Mandatory Requirements 2 and 3 in Section 4.2. I am attaching the Attachment 2 you require. Since each of the Active Vendors you select do not have to include my company as a vendor, then why should you not be able to see the candidates I can provide at possibly lower bill rates and better quality and service, it prevents the State of New York from having a true competitive bid process and paying potentially 70 percent more than what my company charges? Can an Active Vendor be contacted after the closing of the RFP, when awarded and add my company as a vendor? Will you be emailing a list of the awarded Active Vendors along with contact information after award?	OGS will not facilitate the relationships between prime Bidders and subcontractors beyond the Mandatory M/WBE Meet and Greet event. It is up to companies who don't meet mandatory requirements to form partnerships with potential awardees of this contract. There will be a process in place by which Awardees can add MBE or WBE subcontractors to the list provided in their original proposal. In general terms, announcements regarding this solicitation are made over the Bidder Notification System. It is anticipated that a notification will be issued regarding the executed contract, identifying the active and waitlisted contractors.
635	Attachment 2 - Mandatory Pre-Bid Tasks	Attachment 2	1	submit a scanned version of the signed copy" Are there signature blocks ? Should the text formatting be red & underlined ?	The date for accepting the Mandatory Items in Attachment 2 has lapsed.
636	Attachment 2 - Mandatory Pre-Bid Tasks			Is it possible to change the start time of mandatory pre-bid conference, and have it at 11am instead of 9am. You might be aware that many companies, including MWBEs, willing to participate in PFP, are located outside of Albany. Making a trip to Albany puts additional financial burden, as participants have to stay overnight in Albany to be at pre-bid conference in-time or leave their locations early in the morning.	The pre-bid conference date has passed.

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637	Appendix B 5	DEFINITIONS	Modify to include the following definitions	i. "Task Order" means an order for professional services issued under this Agreement in substantially the same format as the sample task order form attached as Attachment A.	OGS declines the requested change.
638	Appendix B 5	DEFINITIONS	Modify to include the following definitions	ii. "Custom Software" means all or any portion of the computer software code, components, dynamic link libraries (DLLs), and programs delivered on any media provided in source, object, or executable code format(s), inclusive of backups, updates, or merged copies permitted hereunder or subsequently supplied under any Task Order, exclusive of Commercial off-the-Shelf Software, or COTS Software.	OGS declines the requested change. See section 2.1.1 of the RFP for the exclusions from scope.
639	Appendix B 5	DEFINITIONS	Modify to include the following definitions	iii. "Technical Data" means, without limitation, all technical materials including formula, compilations, software code or programs, methods, techniques, know-how, technical assistance, processes, algorithms, designs, data dictionaries and models, schematics, user documentation, training documentation, specifications, drawings, flowcharts, briefings, test or quality control procedures, or other similar information supplied or disclosed by Contractor under any Task Order. Technical Data does not include COTS Software, COTS data, or COTS documentation, which must be licensed separately by Licensee under Contractor's commercial Software license.	OGS declines the requested change.
640	Appendix B 5	DEFINITIONS	Modify to include the following definitions	iv. "Map Data" means any digital dataset(s) including geographic, vector data coordinates, raster, or associated tabular attributes supplied by either party for use in the performance of any Task Order.	OGS declines the requested change. See section 2.1.1 of the RFP for the exclusions from scope.
641	Appendix B 5	DEFINITIONS	Modify to include the following definitions	v. "Deliverables" means Custom Software, Technical Data, or Map Data specified for delivery or use by Licensee under a firm fixed price Task Order.	OGS declines the requested change. See section 2.1.1 of the RFP for the exclusions from scope.
642	Appendix B 5	DEFINITIONS	Modify to include the following definitions	vi. Permitted merged copies, available under license to the general public.	OGS declines the requested change. See section 2.1.1 of the RFP for the exclusions from scope.
643	Appendix B 5	DEFINITIONS	Modify to include the following definitions	vii. "Services" means consulting support being performed by Contractor on a time and materials hourly basis in exchange for compensation from the State.	OGS declines the requested change.
644	Appendix B 5	DEFINITIONS	Modify to include the following definitions	viii "Services Output" means any tangible output produced as a result of the Services provided by Contractor under this Agreement. Services Output can include, but is not limited to, reports, training materials, and Custom Software.	OGS declines the requested change. See section 2.1.1 of the RFP for the exclusions from scope.
645	Appendix B 5	DEFINITIONS	MODIFY TO INCLUDE THE FOLLOWING DEFINITIONS	"Commercial off-the-Shelf Software" or "COTS Software" means all or any portion of Contractor's proprietary software technology accessed or downloaded from an authorized Contractor's Web site or delivered on any media in any format, including backups, updates, service packs, patches, hot fixes, or permitted merged copies,	OGS declines the requested change. See section 2.1.1 of the RFP for the exclusions from scope.
646	Appendix B	9.5.4	52	Section 8.7 indicates that the only liquidated damages are described in Section 9.5.4. Please confirm that the "up to 80 hours" transition/ramp-up period is what the State views as the liquidated damages.	See Amendment to the RFP.

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647	Appendix B	24f	73	As a service provider to hundreds of federal and state and local government agencies and commercial customers, this bidder requests that the Best Pricing Offer language found in Appendix B which states that the bidder must agree if substantially the same or a smaller quantity of a Product (which as defined includes consulting services) is sold by the Contractor outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, at the discretion of the Commissioner, shall be immediately reduced to the lower price. As a matter of corporate policy we believe that such price limitation provisions are unenforceable due to non-comparable terms, and the administrative cost of tracking the information necessary to determine compliance would be prohibitive to our customers. Given the competitive nature of this procurement and each Request under the resulting Contract, the State is in a position to determine whether the prices proposed by all of the bidders are competitive, and is free to seek alternative price protections on an on-going basis as well as accept (per Section 40 of Appendix B) more advantageous pricing if offered. Accordingly, will the State agree to remove the Best Pricing Offer provision in Section 24a from the RFP to help ensure full and open competition? This would not affect the provisions in Section 40.	OGS declines the requested change.
648	Appendix B	59	79	We understand that there may be circumstances which require an Authorized User to suspend a resultant contract. Our intent is to work diligently to maintain the original Consultant assigned to the suspended project; however, our obligation to resume the project is subject to our reasonably being able to re-establish the project team or an equivalent project team acceptable to the Authorized User.	This is not a question.
649	Appendix B	65	81	Will the State consider providing a minimum 30 day opportunity to cure prior to termination for any reason to encourage resolution of issues, and the completion of performance under the contract or a requisition?	The State intends to follow the guidelines set forth in Appendix B in cases of Breach of contract.
650	Appendix B	72, 78-86	84	Please confirm that because there are no deliverables or third party software/hardware provided under the HBITS contract, except for (h) workmanship, the Additional Warranties in Section 72and provisions 78-86 would not apply. If this is not the case, please clarify.	As noted in RFP section 2.1.1, hardware and software are out-of-scope for this contract. Similarly, deliverable-based consulting services are out-of-scope.
651	Appendix B	75	84	Will the State clarify this section to reflect that Contractor's liability does not include claims resulting from the State's use or combination of the item in a manner inconsistent with the contracted purpose.	No. The circumstances under which the Contractor is relieved from its obligation to provide third party indemnification are set forth in Appendix B section 75. Please note that the scope of this solicitation expressly excludes the acquisition of hardware and software.
652	Appendix B			Please confirm that the following clauses are not applicable to this RFP and Contract -- 17; 21 through 28; 36; 45 through 54; 58; 72 a, b, d, e, f, and g; and 78 through 86.	The State cannot provide the requested confirmation. The listing presented is not accurate. While several of the clauses referenced are specific to the provision of commodities (which are excluded from scope of the contract), others are applicable to the provision of hourly-based services.
653	Appendix B	4 f	66	Are there any Unincorporated Appendices? If so, please provide them.	All appendices and attachments have been posted with the RFP.
654	Appendix B	5	66-69	Will the State delete or identify the Definitions that are not applicable to this RFP and Contract?	No, the State will not delete or identify the definitions not applicable to this solicitation.
655	Appendix B	14. b	71	Will the State insert the words "by the Contractor" after the words "will not be divulged" in line 2?	No, OGS declines the requested amendment. This clause governs disclosures by other entities listed in the paragraph.
656	Appendix B	24	73	If this clause is applicable, which payment terms apply to this RFP and Contract?	Payment terms are set forth in Appendix B section 62 (as amended) and section 74.
657	Appendix B	59	79-80	Contractors cannot provide the most competitive rates and then absorb unbillable time during a suspension Will this time be billable to the Agency to the extent it cannot reasonably be mitigated by placing the Consultant on other billable work? If not, will Contractors be permitted to let Consultants go and then replace them when the suspension is lifted without penalty? Will the Contractors be able to recover from the Agency the excess costs caused by a suspension (e.g., severance costs, costs to recruit and replace lost Consultants)?	Appendix B §59 sets forth the basis for the declaration of a suspension. There is no requirement that the Contractor maintain the availability of the placed consultant during the period of the suspension. If such consultant was not available when the suspension was lifted, the Authorized User would recommence the requisition process.
658	Appendix B	61	80	Often there are unique and unpredictable shortages in certain IT skills in the market. Will the Commissioner adjust rates upward as reasonable to overcome such shortages?	No, the contract will not permit upward rate adjustments as suggested.

#	RFP Document Name (specified by Bidder)	Document Section (specified by Bidder)	Page # (specified by Bidder)	Question (specified by Bidder)	Response (provided by NYS)
659	Appendix B	63 b	81	Will the State change 60 days to 30 days?	OGS declines the requested change.
660	Appendix B	74	84	To avoid any ambiguity will the State change "personal injury" to "bodily injury"? Will the State delete "intentional act or"?	OGS declines the requested changes.
661	Appendix B	75	84	We assume that the infringement must have resulted from the act of the Contractor or its Consultants for the indemnification to apply. Please confirm. In line 8 of paragraph 1, please replace the words "gross negligence or willful misconduct" to "acts or omissions".	OGS declines the requested changes.
662	Appendix B	75	84	We assume the indemnification does not apply to any claim of infringement arising from: (i) Contractor's compliance with any design, specification or instruction of Agency or Authorized User, (ii) Use of a service or Product in a manner not specified, (iv) Use of a service or Product with software or hardware products not supplied by Contractor where such use gives rise to the infringement claim, (v) Continuing use of the service or Products after written notice to cease; and (vi) Use of other than the current release of the services or Products if such claim would have been avoided by the use of the current release. This indemnification does not include any Agency, Authorized User, or third party specifications, drawings, instructions, information, data, databases, facilities, software, hardware, modifications, materials, processes, procedures, or tests, including any third party software, hardware, products, or materials.	While no question is presented, the assumptions listed are incorrect. The exceptions from coverage are set forth in Appendix B section 75.
663	Appendix B	#17, Prevailing Wage Rates	71	Are there any prevailing wage rates for any of the titles listed in this RFP? If so, what are the rates for each title?	Public works are expressly excluded from the scope of contract. See RFP section 2.1.1.
664	Appendix B	#72 Additional Warranties	82-84	This section discusses various warranties for services performed by Contractor, some being as long as one year. This is not industry standard for hourly consultant services where the approval of a timesheet signifies acceptance of the work performed. Would OGS remove this section from the RFP?	OGS declines the requested change. Please see RFP section 8.15 for the applicable service warranty.
665	Appendix B	#79 Product Acceptance	86-87	This section grants Authorized Users up to 90 days to determine the suitability of services performed. This is not industry standard for hourly consultant services where the approval of a timesheet signifies acceptance of the work performed. Would OGS remove this section from the RFP?	RFP section 8.15 sets forth the applicable service warranty for this contract. Appendix B section 79 applies to hardware and software, both of which are excluded from the scope of this contract.
666	Appendix B	72.b	82	This provision is problematic as it applies to professional services contracts. The policy applies to liability arising from errors and omissions, not breach of warranty, which typically does not apply to a professional services contract.	Appendix B section 72(b) sets forth the warranty requirements for title and ownership when the Contractor provides product under a contract. As noted in 2.1.1 of the RFP, hardware and software is out-of-scope and cannot be acquired under this contract. The services warranty is set forth in RFP section 8.15.
667	Appendix B	73	84	Change "Contractor represents and warrants that it shall secure all notices and comply with all laws" to "Contractor agrees that it shall secure all notices and comply with laws"	OGS declines the requested change.
668	Appendix B	74	84	Change "Contractor represents and warrants that it shall secure all notices and comply with all laws" to "Contractor agrees that it shall secure all notices and comply with laws"	OGS declines the requested change.
669	Appendix B	74	84	Change "intentional act or negligence of Contractor" to "intentional act or negligence of Contractor in providing professional services"	OGS declines the requested change.
670	Appendix B	75	84	Change "action for infringement" to "negligent action for infringement"	OGS declines the requested change.
671	Appendix B	75	84	Delete the word "gross"	OGS declines the requested change.
672	Appendix B	24.f	73	delete most favored nations clause	OGS declines the requested change.
673	Appendix B	Exceptions		Kelly would like to reserve the right to have further discussions with OGS to better understand the intent of the insurance and indemnification language.	OGS declines this request. Pre-award clarifications on contract provisions shall occur in accordance with the RFP provisions.
674	Appendix B	76	85	Please clarify, by adding the italicized text below in the second paragraph, first sentence, as shown here: "a. Contractor's liability, if any, for any claim, loss or liability arising out of or connected with the Products or Services provided..."	No.
675	Appendix A	6	59-60	Please confirm that this clause is not applicable to this RFP and Contract.	Public works are expressly excluded from the scope of contract. See RFP section 2.1.1.

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676	Appendix A	22	63	Please confirm that the State Agency / Authorized Users shall provide the notifications required by the Information Security Breach and Notification Act.	For additional information about a Contractor's obligations under the NYS Information Security Breach and Notification Act, please see the materials available at http://www.dhss.ny.gov/ocs/breach-notification/index.cfm .
677	Appendix A	executory clause	59	limits customer liability to the cost of the contract	It is unclear what is proposed in this question, but OGS declines to change Appendix A.
678	Appendix A	72d, 72e, 72f	83	Will the State consider modifications to the warranty responsibilities of Consultant when Consultant is not allowed access to monitor systems that Consultant employees placed on State worksite have access to?	OGS declines the requested modifications.
679	Appendix A	74	84	Would the State consider modifying the Indemnity language to replace "intentional act" with "willful misconduct" ?	OGS declines the requested modification.
680	8.3.1.2	Termination	An authorized user may cancel an existing task order for by providing at least 15 days written notice to contractor	Termination for Convenience by State. The State may terminate this Agreement or any Task Order at any time on thirty (30) days' written notice to Esri and upon payment to Esri of all amounts due to date pursuant to this Agreement, including reasonable termination expenses and the pro rata contract price for the Task Orders affected	OGS declines the requested change.
681	8.247-8.248	Audits	Delete section in its entirety	Contractor agrees to the following Audits conducted pursuant to this Article shall be in accordance with generally accepted auditing standards and established practices and guidelines of the reviewing of auditing agency and shall exclude records pertain to overhead, profit, and administration and profit expenses.	OGS declines the requested change.
682	8.2.1.2	TERMS AND CODNTIONS FOR TRAVEL MEALS AND LODGING	Delete paragraph in its entirety	<p>Services will be performed and subsequently invoiced on a time and materials basis in accordance with the funded not-to-exceed order value. Labor, including travel time, will be invoiced on a monthly basis for actual hours provided during the previous month. Other direct costs (ODCs), such as travel-related expenses, will be invoiced at actual cost plus Contractor's standard burden. Meals and incidental expenses will be invoiced on a "per diem" basis in accordance with the limits stated in the most-current Federal Travel Regulations. Contractor standard payment terms are Net-30 days from receipt of a Contractor invoice. If the State credit history established by the does not support this effort, Contractor reserves the right to require full or partial prepayment. Payment shall be made to the Contractor address identified on original invoices.</p> <p>Contractor may reallocate authorized funding between activities, labor categories, and ODCs as necessary to facilitate the work efforts, provided the overall authorized funding is not exceeded. In the event Contractor reaches the funded not-to-exceed order value and the activities are not completed, State may increase the order funding to allow additional work to be performed, or Contractor may stop work without further obligation or liability. If Services are required beyond the period of performance stated in the original proposal or resulting order, Contractor reserves the right to escalate labor rates up to five percent (5%) per calendar year.</p>	OGS declines the requested changes.
683	78-86	VARIOUS	N/A	None- Contractor reserves the right to re-visit these clauses with the State based upon the State expressing the intent to contract with Contractor for the Services specified.	OGS declines the requested change.
684	74- 75	INDEMNIFICATION	Delete paragraph in its entirety and replace it with the verbiage in the next row.	Contractor will indemnify and hold harmless the State and its affiliates and each of their directors , officers, (collectively the "Indemnified Parties") from and against any and all damages, losses, liabilities claims, judgments, and settlements, including all reasonable costs expense and attorneys fees arising out of any action or claim for bodily injury, death or property damage (except for databases not subject to a reasonable backup program) brought against any of the Indemnified Parties to the extent arising from any negligent act or omission or willful misconduct by Contractor, its subcontractors or their respective directors, officers, employees or agents.	OGS declines the requested change.

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685	45-50	PRODUCT DELIVERY, WEEKEND AND HOLIDAY DELIVERIES, SHIPPING/RECEIPT OF A PRODUCT, TITLE AND RISK OF LOSS, RE-WEIGHING PRODUCT, PRODUCT SUBSTITUTION	Delete language in its entirety	None -These provisions do not apply to consulting services.	OGS declines the requested change.
686	76	LIMITATION OF LIABILITY	Delete paragraph in its entirety and replace it with the verbiage in the next row	<p>A. Disclaimer of Certain Types of Liability. IN NO EVENT SHALL CONTRACTOR OR ITS LICENSOR(S) BE LIABLE TO STATE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE DELIVERABLES OR SERVICES OUTPUT, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT ESRI OR ITS LICENSOR(S) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.</p> <p>B. General Limitation of Liability. IN NO EVENT WILL CONTRACTOR'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE DELIVERABLES OR SERVICES OUTPUT, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, EXCEED THE AMOUNTS PAID TO ESRI BY LICENSEE FOR THE DELIVERABLES OR SERVICES OUTPUT FROM WHICH THE LIABILITY DIRECTLY AROSE.</p> <p>C. Applicability of Disclaimers and Limitations. The State agrees that the limitations of liability and disclaimers set forth in this Agreement will apply regardless of whether State has accepted the Deliverables, or any other product or service delivered by Contractor The parties agree that Contractor has set its prices and entered into this Agreement in reliance upon the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose or cause consequential loss), and that the same form an essential basis of the bargain between the parties.</p>	OGS declines the requested change.

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687	72	WARRANTIES	Delete section in its entirety and replace with the language in the next column	<p>LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES</p> <p>A. For Time and Materials Task Orders</p> <p>i. Limited Warranty. Contractor warrants that for a period of ninety (90) days from the date of acceptance that the Services will conform to the professional and technical standards in the software industry. During the limited warranty period, the State may require Contractor to reperform the Services, at no additional cost to the State, which do not substantially conform to such standards. Services Output is provided "AS IS" without warranty of any kind.</p> <p>ii. Disclaimer of Warranties (a) WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN SECTION A.i. OF THIS ARTICLE 9, ESRI DISCLAIMS, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.</p> <p>B. For Firm Fixed Price Task Orders</p> <p>i. Limited Warranty. Contractor warrants that for a period of thirty (90) days after acceptance of a Deliverable that the Deliverable will conform, in a manner consistent with professional and technical standards in the software industry, with the applicable written specifications that are included in, or delivered by Contractor pursuant to, the corresponding Task Order.</p> <p>ii. Disclaimer of Warranties</p> <p>(a) WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN SECTION B.i. OF THIS ARTICLE 9, ESRI DISCLAIMS, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER OBLIGATIONS TO CORRECT OR REPLACE DELIVERABLES AND OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION: (i) ANY WARRANTY THAT DELIVERABLES ARE ERROR-FREE, FAULT-TOLERANT, OR FAIL-SAFE; WILL OPERATE WITHOUT INTERRUPTION; ARE COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED; (ii) ANY WARRANTY THAT THE DELIVERABLES ARE DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY DAMAGE OR ENVIRONMENTAL DAMAGE (ANY SUCH USE BY LICENSEE SHALL BE AT LICENSEE'S OWN RISK AND COST); (iii) ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.</p> <p>C. Map Data Disclaimer. ESRI DOES NOT WARRANT IN ANY WAY THE MAP DATA, WHETHER SUPPLIED BY LICENSEE OR ESRI, OR THE VENDORS OF EITHER OF THEM. IF SUPPLIED BY ESRI OR ITS VENDORS, ESRI BELIEVES SUCH MAP DATA IS RELIABLE, BUT IT MAY NOT BE FREE OF NONCONFORMITIES, DEFECTS, ERRORS, OR OMISSIONS; BE AVAILABLE WITHOUT INTERRUPTION; BE CORRECTED IF ERRORS ARE DISCOVERED; OR MEET THE STATE'S NEEDS OR EXPECTATIONS. CONTRACTOR IS NOT INVITING RELIANCE ON MAP DATA, AND LICENSEE SHOULD ALWAYS VERIFY ACTUAL DATA FROM DOCUMENTS OF RECORD, FIELD MEASUREMENT, OR OBSERVATION.</p>	
688	71	CONTRACT TERMS-RENEWAL	Modify the language with the verbiage in the next column	Any contract let and awarded hereunder by the State may be extended unilaterally by the State for an additional period of up to one month, provided both parties mutually agree in writing.	OGS declines the requested change.
689	69	SECURITY	Modify language per the proposed language	Contractor maintains that it will use best efforts to comply with all security procedures of the Authorized User(s) in performance of the contract.	OGS declines the requested change.
690	65	REMEDIES FOR BREACH	Delete section in its entirety	NONE	OGS declines the requested change.
691	64	INTEREST ON LATE PAYMENTS	Delete section in its entirety	No replacement section. Contractor cannot agree to Cover, or substitute payment or withholds of payments	OGS declines the requested change. Please note that substitute and withheld payments are not covered in the clause.

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692	63	DEFAULT-AUTHORIZED USER	Delete Section in its entirety	NONE	OGS declines the requested change.
693	61	SAVINGS/FORCE MAJEURE	Delete Section in its entirety and replace it with the verbiage in the next column	If the performance of this Agreement, or any obligation except the making of payments, is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, or power; war, terrorist act, cyberattack, or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency; or any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, or interference.	OGS declines the requested change.
694	60	TERMINATION	Delete section in its entirety and replace with the language in the next column	Termination for Cause by the State. The State shall have the right, in addition and without prejudice to any other rights or remedies, to terminate this Agreement or any Task Order for any material breach of this Agreement by Contractor that is not cured within fifteen (15) days of receipt by Contractor of a notice specifying the breach and requiring its cure.	OGS declines the requested change.
695	58	PERFORMANCE BID BOND	Modify per the language in the next column	The Commissioner may request a bidder or Contractor to furnish a performance, payment or irrevocable letter of credit. If so requested, the Contractor will price the cost of securing this instrument into its proposal to the State.	OGS declines the requested change. See section 8.6 of the RFP where it states there are no performance bonds required for this contract.
696	56	ASSIGNMENT	Modify per the language in the next column	Contractor may, in whole or in part, assign any of its rights or delegate any performance under this Agreement, provided that Contractor shall remain responsible for the performance it delegates. This Agreement binds and benefits successors or assigns permitted under this Article.	OGS declines the requested change.
697	55	EMPLOYEES SUBCONTRACTORS AND AGENTS	Modify per the language in the next column	All employees, Subcontractors performing work under the Contract must be trained staff or technicians or meet the professional, technical qualifications as specified. Security checks shall be performed by the State, only if specifically referenced in a proposal. If such checks are conducted, they will be at the State's expense. The State may request in writing the removal of specific personnel but Contractor will not be liable for any types of training, re-development, or costs of any kind.	OGS declines the requested change. See section 9.3 of the RFP for the background check requirements.
698	53	REPAIRED OR REPLACED PARTS/COMPONENTS	Delete in its entirety- not applicable	NONE	OGS declines the requested change. See section 2.1.1 of the RFP for the exclusions from scope.
699	52	INSTALLATION	Delete in its entirety- not applicable	NONE.	OGS declines the requested change. See section 2.1.1 of the RFP for the exclusions from scope.

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700	51	REJECTED PRODUCT	Delete language in its entirety and replace with the language in the box to the right	<p>A. For Time and Materials Task Orders. Services are provided strictly on a time and materials basis subject to the task order not-to-exceed funding limit. The Services delivered will be deemed accepted and in compliance with the professional and technical standards of the software industry unless ESRI is notified otherwise by Licensee within ten (10) days after delivery.</p> <p>B. For Firm Fixed Price Task Orders. Deliverables for fixed price Task Orders shall be categorized as follows:</p> <p>i. "DELIVERABLE ACCEPTED" means a Deliverable conforming to applicable Task Order(s) with no more than minor nonconformities. Licensee shall complete its acceptance review within ten (10) working days of receiving each Deliverable.</p> <p>ii. "DELIVERABLE ACCEPTED WITH REWORK" means a deliverable substantially conforming to applicable Task Order(s), but having a significant number of identified nonconformities and accepted subject to rework by Contractor. Contractor shall rework the Deliverable for the identified nonconformities and resubmit it within thirty (30) days. Licensee will rerun its acceptance review for the nonconformities detected in the initial review within ten (10) working days of such resubmission and will reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.</p> <p>iii. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Task Order(s). ESRI shall rework the Deliverable and resubmit it to Licensee within thirty (30) days, at which time Licensee shall have ten (10) working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.</p> <p>The State agrees it shall not use any Deliverable in its business operations before acceptance as described in B.i. or B.ii. If Contractor does not receive within ten (10) working days after delivery written notice that the Deliverable is "ACCEPTED WITH REWORK" or "REJECTED" in accordance with B.ii. or B.iii. or if the State uses the Deliverable in its business operations, the Deliverable shall be deemed, as of the first to occur of either of these events, to have been accepted.</p>	OGS declines the requested change. See RFP section 2.1.1 for the scope of the contract. Deliverable-based consulting services are expressly excluded.
701	44	PURCHASE ORDERS	Delete language in its entirety- replace with language from next section	<p>Contractor shall provide Deliverables and/or Services as specified in a specific Task Order relating to the COTS Software identified in the Task Order.</p> <p>Unless otherwise provided by Contractor in writing, Contractor's Contracts Manager for the Professional Services Division, _____, is authorized to agree to Task Orders. the State shall provide advanced written notification of the name and title of the representative authorized to sign Task Orders and bind the State. Each party may enter into Task Orders at its sole discretion and shall not have any obligation under a Task Order until it is signed by both parties.</p> <p>Each party shall identify in writing the project manager who is responsible for the Services or Deliverables specified in Task Orders. By written notice, either party may replace the project manager at any time with a similarly qualified person.</p> <p>The period of performance of each Task Order shall be specified in each Task Order.</p>	OGS declines the requested change. See RFP section 2.1.1 for the scope of the contract. Deliverable-based consulting services are expressly excluded.
702	21	RECIPROCITY	Delete in its entirety	Not Applicable due to type of Services Provided	OGS declines the requested change.
703	10	RECORDS	Delete section in its entirety	Replace with the verbiage from 8.247 and 8.248 Contractor agrees to the following Audits conducted pursuant to this Article shall be in accordance with generally accepted auditing standards and established practices and guidelines of the reviewing of auditing agency and shall exclude records pertain to overhead, profit, and administration and profit expenses	OGS declines the requested change.
704	9	SET OFF RIGHTS	Delete Section in its entirety	None.	OGS declines the requested change.

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705	8.4	Short term extensions	Modify the verbiage to allow for both parties needing to agree on this extension	Any contract let and awarded hereunder by the State may be extended unilaterally by three State for an additional period of up to one month, provided both parties mutually agree	OGS declines the requested change.
706	8.23	OWNERSHIP OF WORK PRODUCT	Delete paragraph in its entirety	Except as specifically granted in this Agreement, Contractor or its licensors own and retain all right, title, and interest in Services Output. Subject to the terms and conditions set forth in this Agreement, Contractor hereby grants to the State a nonexclusive, royalty-free, worldwide license to use, modify, and/or reproduce the Services Output in connection with the State's authorized use of the COTS Software.	OGS declines the requested change.
707	8.2	INFORMATION SECURITY BREACH AND NOTIFICATION ACT	Delete paragraph in its entirety.	None	OGS declines the requested change.
708	8.18	Form B Reporting	Delete this requirement in its entirety	None	OGS declines the requested change.
709	8.15	Services Warranty	Delete in its entirety. Esri program team will be defined prior to NY OGS awarding contracts to Esri.	None	OGS declines the requested change.
710	8.1	Contract Period	Modify as indicated in the next column.	The Contract shall commence after approval by the Ny Office of the State Comptroller effective upon mailing by OGS (See Appendix B, Clause 38 and shall be in effect for five (5) years with mutual extensions by both parties required for additional renewals	OGS declines the requested change. The determination of whether the contract will be extended rests solely with the State. Once the State makes such decision the vendor will be solicited for agreement.
711	2	Non-Assignment clause – P. 59	Delete Section in its entirety and replace with the proposed language	Contractor may, in whole or in part, assign any of its rights or delegate any performance under this Agreement, provided that Contractor shall remain responsible for the performance it delegates. This Agreement binds and benefits successors or assigns permitted under this Article.	OGS declines the requested change.
712				2) Do we have to be NY State certified minority, women woned business to be subcontracted to those 20 vendors? What about those vendors who are certified in other states?	The top 20 Contractors can subcontract with any vendor who meets the legal requirements to conduct business with NYS, regardless of M/WBE status. However, vendors that are certified M/WBE in other states will not be considered M/WBEs in NYS.
713		8.23	41	If the deliverables contain contractor proprietary materials, a license will be given for those materials.	OGS declines the requested change.
714		9.1	45	can we delete CPI increase language to hourly rates?	OGS declines the requested change.
715		9.2.4	46	Delete the administrative fee	OGS declines the requested change.
716		9.6.2.4	55	change limit to \$1,000,000	OGS declines the requested change.
717		48	78	can we change to FOB Manufacturer's site?	OGS declines the requested change. See section 2.1.1 of the RFP for the exclusions from scope.
718		65.b	81	can we delete withhold payment clause	OGS declines the requested change.
719		76.a	85	change direct damages limit to fees paid or payable under the contract	OGS declines the requested change.