

Vendor Questions and FISA/OPA Responses

Note: Numbers in {braces} are for FISA/OPA internal tracking purposes.

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I. Consultant Pool Operation

A. Background Checks

{35} Will agency (FISA/OPA) reimburse for background checks?

{133} Does the City agree that a Contractor has the right to charge the City for any additional background checks required for a Task Order, as described in Section 6.1.10 of the Form of Contract (Attachment A)?

No. Section 4.5 of Attachment A states, "Notwithstanding anything contained in any Contractor submission to the contrary, all pricing contained in each Task Order shall be deemed to be inclusive

of any costs, fees, taxes, or expenses of any kind unless (and only to the extent that) the Task Order expressly states otherwise.”

{36} **Will FISA/OPA mandate a Background check company?**

No.

{71} **Are background checks required to be completed for all candidates, or only for those FISA selects?**

Only those that FISA/OPA selects. As stated in Section III.H on page 15 of the RFP, “Each Contract will provide that the applicable Contractor must submit a background check for each individual Consultant that will be performing services, and FISA/OPA may at any time reject any proposed individual Consultant, including after services have commenced.”

{72} **Please provide specifics on documentation required relating to payment of taxes.**

The Contractor must affirm in writing that the taxes have been paid.

{197} **Attachment D: Sample Background Check Form, 77 of 88, Will the background check parameters (as mentioned in the RFP document) for probable expat/other candidates or those who have spent less then 6 years in the USA be done on their work experience and records in their respective home countries? Kindly specify the requirements here and also the necessary documents to be furnished in support.**

Contractors are expected to submit background check information for all candidates (including US-based candidates) regardless of country of residence for the full periods required. Verification of tax payments may include verification that the candidate was not subject to applicable tax obligations during a particular time.

{39} **“Although there were titles listed there are no job descriptions for each of the titles, can you please provide more detailed job descriptions for each of the titles? i.e.....**

Typical Areas of Work Sample Titles
Project Management Project Manager
Systems Development Designer
Systems Architecture Analyst
Systems Training Tester
Systems Security Architect”

Each Task Order Request will contain a specific description of the services and qualifications for the applicable assignment.

B. Classes

{58} **Is Class F the only class where a project team would be requested/required?**

{78} **Please confirm that Classes A-E are time and materials staff augmentation and Class F is fixed price deliverables based work.**

{177} **Are there areas other than F where you will be asking for bids for a team of people?**

{T16} **Question on Class C category, is any of that work anticipated to be project-based or is it all personnel-focused?**

{173} **Would it be reasonable to assume that you would look for a management team and not an individual. Could this be more of a Project Management team request for larger projects or will usually be a single resource?**

Classes A-E are for the provision of individual Consultants, while Class F is for the provision of specialized practice groups for particular projects. As specified in Section II.D. on page 6 of the RFP, "It is anticipated that ... payments under a Task Order will typically be based on a specified hourly rate for the individual Consultant. (Where a Task Order provides that a Contractor practice group is to provide services in Class F, payment will typically be on a fixed-price basis triggered by the City's acceptance of identified deliverables.)"

{85} **Section D.#2 (p.11),are Contractors required to support all services within a class, or may they specify which specific services they wish to support?**

Proposers may not propose for only a portion of a Class. However, as described in Section III.D.2 on page 12 of the RFP, Contractors that receive a Task Order Request in a Class covered by their Contract may submit a "no bid" response.

{T9} **I just want to confirm that proposers can propose any classification -- for any of the classifications you have for any titles that you wish or are we bound by the sample titles that are in the RFP?**

Proposers may propose in whatever Class(es) they see fit. The job titles included in the RFP are examples. Specific work to be performed will be described in individual Task Order Requests.

{213b} Please provide a list of experience levels, roles and job descriptions for the positions in different Class(es).

Applicable experience levels and job descriptions will be described in each Task Order Request. Experience levels may vary from entry-level to senior depending on FISA/OPA's needs.

{235} **Does the Class C Senior Management scope of services include Quality Assurance services to support the proper implementation of development, infrastructure and other Classes' work?**

Yes.

{236} **For Class F can a proposal focus exclusively on one of the security and planning assessment areas of work (e.g. security architecture development)?**

Yes.

C. Consultant Experience

{84} **Section C (p.10), are there general minimum requirements definitions for individuals to be provided by the Contractor?**

{92} **SECTION 7 (7.2.2) (p. 35):**

- 1. Minimum or maximum levels of skill or experience consultant must possess... What is the scale?**
- 2. How is the level determined?**

{230} **What are the minimum number of years of experience for each position in each Class?**

{12} **What is your specific requirement, if any, for formal level of certification of the company and/or individuals that will be conducting auditing activities/projects?**

Each Task Order Request will contain a specific description of the services and qualifications for the applicable assignment.

{77} Are there job descriptions?

The job titles included in the RFP are examples. Specific work to be performed will be described in individual Task Order Requests.

{262} Will candidates NOT holding Green Cards or having US citizenship be eligible for consideration for positions to be filled under the contract resulting from this solicitation?

Contractors will be responsible for validating that each proposed Consultant and other Consultant Personnel is eligible to work in the United States and the State of New York, and for ensuring that they retain such eligibility throughout the term of the engagement.

D. Right to Hire

{33} Is there any flexibility on 60 day right to hire clause with no fee, as competitive pricing does not fit within a model where the risk a contractor can be absorbed within 60 days?

No.

{200} Section III - Scope of Services, 15 of 153, On the clause "G. Right to Hire" will NYC-FISA&OPA be open to negotiate a mutually-beneficial set of service level agreement?

No.

{199} Section II – A, 5 of 153, If there is non-exclusivity for individual vendors for fulfilling deliverables within one awarded task order contract, will there be clauses against 'right-to-hire' among performing / competing vendors within the task order contract?

No.

{243} There's a clause on page 15 section G regarding Right to Hire... After 60 days, FISA has right to hire with no additional fee. If the Task Order states that the role is slated for CTH, will the target permanent salary be specified? What percentage of Task Orders historically have had Right to Hire specified?

Where a Task Order Request indicates states FISA/OPA's intent to hire, it will include a salary range. 38% of Task Orders since July 1, 2013 have specified that they include the right to hire.

E. Task Order Process

{30} When contractors are requested, what is the time to fill SLA?

{52} What is the typical response time from for a vendor to reply to a Task Order (i.e. 5 days, 3 days)?

{181} What is the response timeline for Task Order Requests?

{214} General, What is the service level (in days) for the selected vendor to provide the profile (s) once the requirement is raised? (Criteria and timelines)

{221} What is the expectation regarding response times to Task Order Request from FISA by the contractor? Realizing this could be variable depending on the details of the task order request, we are

looking for general guidelines around the average response time that will be expected once a task order request is received.

{69} **What is the expected response times/SLAs?**

§ Responses to task order requests?

§ Supplying resumes?

§ Resource(s) beginning work?

Unless a Task Order states otherwise, responses to Task Order requests are due in three business days. Where résumés are requested, résumé submission is part of the response to the Task Order Request. The start date for commencement of services will be agreed upon in the applicable Task Order.

{70} **What is the penalty for not meeting a SLA?**

As specified in Section III.D.2 on page 12 of the RFP, “Contractors that fail to respond, or that submit a ‘no bid’ response without providing explanation, more than three (3) times in any three (3) year period during the term of their Contract may be found in default of the Contract, and FISA/OPA will have the right to take appropriate action, including (without limitation) suspension or termination of the Contract.”

{124} **If Contractor submits a proposed Consultant resume in response to a Task Order Request, how long does the Contractor have to maintain availability of the Consultant whose resume was submitted?**

As stated in the Section III.D.2 of the RFP as updated by this Addendum No. 2, “FISA/OPA will address Consultant start dates on a case-by-case basis. Contractors will be expected to make reasonable efforts to maintain each Consultant’s availability through the start date.”

{198} **Section II – A, 5 of 153, Once a task order is provided, can NYC decide to allow a partial fulfilment of the service/ supply of personnel among more than one finalized set of vendors in the pool of shortlisted vendors? Or will there be an exclusivity provided to one selected vendor for fulfilling the requirements of one entire task order contract?**

FISA/OPA reserves the right to address its business needs in whatever manner best serves the City’s interests. Typically only a single Contractor is needed to provide services, but given the possibility of unforeseen circumstances, FISA/OPA cannot grant exclusivity or otherwise commit that it will not find it in the City’s interest to divide work between more than one Contractor.

{215} **General, What will be resource replacement service level (timelines), where we need to replace or backfill a position**

If a Consultant is withdrawn or removed, FISA/OPA will evaluate each situation on a case-by-case basis and determine how to proceed in the City’s best interests. If FISA/OPA wishes to have another Consultant continue the work, FISA/OPA’s options include (but are not limited to) issuing a new Task Order Request and selecting the next-highest-scored candidate from the original Task Order Request.

{222} **When a pool contractor receives a task order request, will there be an opportunity to communicate directly (conference call, email, etc.) with FISA/OPA stakeholders to ask questions and seek clarification regarding task order request details?**

Task Order Requests in Classes A-E will generally not allow for questions. Task Order Requests in Class F will typically include a question period.

{T19} **What is the criteria for task order awards when you have multiple bidders at different bill rates on a category basis?**

The Task Order Request will include any relevant criteria.

{T25} **Will both FISA and OPA task orders be issued by the same group?**

Yes.

F. Location & Hours

{51} **What is the typical duration of a task order?**

{T22} **A question about the scope of work. For example, when a task of order comes out, generally will it be for an individual for a week, a month, a day, at a couple of hours? What kind of -- I know you can't answer specifically because each task order will be different, but generally, what are we to expect the task orders to look like?**

{8} **Would you kindly elaborate on the duration of Task Order Request? Do you anticipate, daily, weekly, yearly durations?**

{29} **What are the average duration of assignments?**

{67} **What was the average duration of each task order?**

{244} **What is the average length of assignment?**

Since FISA/OPA's business requirements are to a large degree dictated by outside considerations, FISA/OPA is unable to predict the duration of Task Orders. In recent years, the majority of assignments have run from 2 to 12 months.

{11} **How many locations would the consultants be supporting?**

{112} **Page 15, Section III. I. - Work Location; Can a list of FISA/OPA existing office locations be provided?**

As stated in Section III.I on page 15 of the RFP, "All services are to be provided at City facilities specified by FISA/OPA, which in most cases will be FISA/OPA's offices." FISA/OPA's offices are located at 450 West 33rd Street, New York, NY.

{179} **Will you allow offsite resources?**

{223} **Are there any restrictions in place regarding location of work for contractor resources (e.g. can certain types of work outlined in a Task Order be completed remotely? Will some types of work outlined in a Task Order be required to be completed onsite at a FISA/OPA physical location?)**

{220} **General, With reference to the work location specified for this proposed engagement in the RFP as "All services are to be provided at City facilities specified by FISA/OPA, which in most cases will be FISA/OPA's offices." - is there any low cost location that the vendor can plan to provide the services / deliverables from outside the City of New York. Does NYC-FISA&OPA have any offsite option other than the metropolitan city limits of New York?**

As stated in Section III.I on page 15 of the RFP, "All services are to be provided at City facilities specified by FISA/OPA, which in most cases will be FISA/OPA's offices." For specific Task Orders, it is possible (though unlikely) that FISA/OPA will determine that services may be provided from an off-site location. FISA/OPA will determine its needs on a Task-Order-by-Task-Order basis.

{178} Will you allow offshore resources?

While it is conceivable that, in very particular circumstances, FISA/OPA may recognize a need for an offshore resource, proposers should assume for purposes of their proposals that offshore resources will not be allowed.

{7} Are you expecting a dedicated On-site support to any specific location?

No.

{76} Is it an 8 hour day?

The work day is typically seven (7) hours plus one (1) hour for lunch. Only working hours are paid.

{245} Are consultants expected to be available to work overtime, and will FISA pay overtime rates when applicable?

Each Task Order will typically specify a maximum number of hours that may be worked each week. All work is billable at the same hourly rate; there is no overtime rate.

{86} Section F (p. 14): Timekeeping by the city, what is the frequency for time submission? Is the system available on line or for electronic entry? Will Time keeping be rounded to the nearest ¼ hour?

Consultants will generally enter their time electronically into the City's timekeeping application at the start of the work day, at the beginning of the meal break, at the end of the meal break, and at the end of the work day. Time entries are rounded to the nearest quarter-hour.

{274} Will all task orders be for full-time FTE consultants or can they partial FTE?

Task Order Requests will generally be for full-time personnel, who will not be City employees.

G. Miscellaneous

{6} Will this program will be internally managed OR do you plan to use a MSP/VMS?

The Consultant Pool will be internally managed.

{40} The bid had stated that "Additional areas of work and jobs/skills may be added over the term of the Contract". – Can you specify which Class those Jobs/Skills will be added?

A. Class A: Custom Systems Development; Customization of Off-the-Shelf Systems; Off the-Shelf-Products (e.g., tools, etc.)

B. Class B: Infrastructure

C. Class C: Senior Management

D. Class D: Miscellaneous

E. Class E: IT Security

F. Class F: Security Planning and Assessment

Since FISA/OPA's business requirements are to a large degree dictated by outside considerations, FISA/OPA is unable to predict this information at this time.

{175} Will FISA perform all their projects using this contracting process. If not, what are examples of projects that will use this vehicle as opposed to projects using another vehicle?

Since FISA/OPA's business requirements are to a large degree dictated by outside considerations, FISA/OPA is unable to predict when, and to what extent, it will rely on the Consultant Pool. For any given business need, FISA/OPA will use the contracting process that best serves the City's interests.

{176} In this model, on a large project, who will be responsible for the success of the project?

The Contractor and FISA/OPA will each be responsible for fulfilling their respective obligations.

II. Contract

{24} Where can I get a copy of the contract?

The updated Attachment A to the revised RFP included with this RFP contains the form of Contract that Contractors will sign.

{87} Attachment A (p. 27) shows a time period: June 1, 2017 – June 30, 2010 – please provide the correct time frame.

{88} Section 3. (p.30) date shows (i.e., through and including June 30, 2010) – please provide the correct date

{130} The Cover Sheet and Section 3.1 of the Form of Contract (Attachment A) appear to contain a typo. Can the City clarify that the initial term of the Agreement is through and including June 30, 2020 and not June 30, 2010?

{41} It is anticipated that the initial term of each Contract will be three (3) years and one (1) month (i.e., ending on June 30, 2020), with the City having options to renew for an aggregate of up to six (6) additional years – would this be 2 – 3 year contract extensions?

While FISA/OPA anticipates that there will be two (2) 3-year renewal terms, as stated in the Contract, the City will have options to renew for successive terms of no more than three (3) years each, up to a total aggregate renewal of six (6) additional years.

The correct initial contract term is June 1, 2017 – June 30, 2020. This is corrected in the revised Attachment A included with this Addendum No. 2.

{89} Section 4 (p. 31), 4.1 Please explain what is meant by: “total amount payable under this Agreement is subject to a maximum aggregate amount payable under all present and future Consultant Pool Contracts”?

City contracts typically state the maximum amount that may be paid under the contract. However, since multiple contracts are expected to be awarded under this RFP, each contract will not be subject to an individual maximum amount, but instead to an aggregate maximum amount across all of those contracts.

{121b} Can the Contractor take exceptions to terms within the RFP, including terms in the Form of Contract (Attachment A)?

No.

Contract

{122} Will FISA agree to negotiate final contract terms based on exceptions taken by Contractor (presuming FISA has selected Contractor as a vendor to which it desires to make an award)?

No.

{125} Will the City agree to request replacement of a Consultant or Practice Group personnel only for good cause?

This section has been updated, as described in this Addendum No. 2.

{126} Will the City agree to a process, such as the following, for replacing a Consultant or Practice Group personnel? "The City may request the right to approve personnel assigned to services work performed hereunder, and the City may request that Contractor remove personnel provided such request is not illegal under the circumstances. Contractor shall honor all the City's requests to approve and/or remove personnel when reasonable and commercially practicable. Contractor shall maintain final authority over all personnel decisions."

If a Consultant is withdrawn or removed, FISA/OPA will evaluate each situation on a case-by-case basis and determine how to proceed in the City's best interests. If FISA/OPA wishes to have another Consultant continue the work, FISA/OPA's options include (but are not limited to) issuing a new Task Order Request and selecting the next-highest-scored candidate.

{129} Will Contractor have the right to not enter into renewal terms?

No.

Contract

{131} Section 4.1 of the Form of Contract (Attachment A) subjects the total amount payable under the Agreement to the maximum aggregate amount payable under all present and future Consultant Pool Contracts. Will the City agree not to enter into a Task Order for Services where the amount payable under the Task Order, if paid, will result in the maximum aggregate amount payable under all present and future Consultant Pool Contracts exceeding its set fixed amount?

The City is already prohibited from entering into a commitment to pay more than the total amount payable under a contract. If the aggregate amount paid is approaching the maximum, the City will consider adjusting that maximum.

Contract

{134} In lieu of each Consultant or Contractor Personnel each signing individual nondisclosure agreements as described in Section 6.1.11 of the Form of Contract (Attachment A), will the City consider signing an NDA with the Contractor that will apply to all its employees and which Contractor will require subcontractors to adhere to by a written agreement between the Contractor and the applicable subcontractor containing terms at least as protective as the ones in the City-Contractor NDA?

No.

{135} Will the City agree to remove the requirement for subcontractor pre-approval?

No.

{136} Is there a conflict between Section 7.5 of the Form of Contract (Attachment A) (responding to a Task Order Request within time specified or if no time specified within five (5) business days) and Section 7.12 of the Form of Contract (Attachment A) (must respond in time stated or within three (3) business days)? If not, can you explain the difference? If there is a conflict, which section controls?

The correct default timeframe, three (3) business days, is reflected in the revised Attachment A included with this Addendum No. 2

{137} Will the City agree that in all cases the terms and conditions of a Task Order shall take precedence over conflicting terms and conditions in the Agreement where the Task Order specifically states that it takes precedence or that it is replacing a provision of the Agreement?

{145} Will the City agree that the parties may agree to ownership provisions in a specific Task Order that differ from or conflict with those in the General Provisions Governing Contracts For Consultants, Professional, Technical, Human And Client Services and that in such case the ownership provisions agreed to in the Specific Task Order will take precedence?

The revised Attachment A (Form of Contract) included with this Addendum No. 2 provides that the terms of a Task Order control in the event of a conflict with the terms of the Contract, but only with regard to the subject matter of that Task Order.

{140} Will the City agree to take the necessary precautions to protect Contractor's Confidential Information by using at least the same degree of care as the City employs with respect to its own Confidential Information of a similar nature, but in no case less than a commercially reasonable standard of care to maintain confidentiality? The following is offered for inclusion in the Agreement: "In connection with this Agreement, each party may have access to or be exposed to information of the other party that is not generally known to the public, such as Software, Materials, product plans, pricing, marketing and sales information, customer lists, "know-how," or trade secrets, which may be designated as confidential or which, under the circumstances surrounding disclosure, should be treated as confidential (collectively, "Confidential Information"). Confidential Information may not be shared with third parties unless such disclosure is to the receiving party's personnel, including employees, agents and subcontractors, on a "need-to-know" basis in connection with this Agreement, so long as such personnel have agreed in writing to treat such Confidential Information under terms at least as restrictive as those herein. Each party agrees to take the necessary precautions to maintain the confidentiality of the other party's Confidential Information by using at least the same degree of care as such party employs with respect to its own Confidential Information of a similar nature, but in no case less than a commercially reasonable standard of care to maintain confidentiality. The foregoing shall not apply to information that (1) was known by one party prior to its receipt from the other or is or becomes public knowledge through no fault of the recipient; or (2) is rightfully received by the recipient from a third party without a duty of confidentiality. If a recipient is required by a court or government agency to disclose Confidential Information, the recipient shall provide advance notice to other party before making such a disclosure. The obligations with respect to Confidential Information shall continue for two years from the date of disclosure."

A Contractor that has specific concerns regarding confidential information arising in connection with a particular Task Order Request may request that such concerns be addressed in the resulting Task Order.

{138} Does the City agree to delete Section 9.6 of the Form of Contract (Attachment A) (Right to Hire) or in the alternative modify it to require mutual agreement by the Contractor or applicable subcontractor where the Consultant is an employee of the Contractor or such subcontractor?

{139} Will the City agree that under Section 10 of the Form of Contract (Attachment A) (Review and Acceptance of Deliverables) that if the City fails to respond to a Contractor's notification that the City failed to timely provide a Notice of Acceptance or a Notice of Rejection under Section 10.3 of the Form of Contract (Attachment A) that the City will be deemed to have accepted the Deliverable if it thereafter fails to provide a timely Notice of Acceptance or a Notice of Rejection to Contractor within ten (10) days of receiving Contractor's notification described above?

{141} Will the City agree to add the following (or in the alternative a substantially similar) Limitation of Liability provision to the Agreement?

"CONTRACTOR WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE OR SERVICES PROVIDED HEREUNDER. CONTRACTOR SHALL NOT BE LIABLE FOR THE FOLLOWING: (1) LOSS OF REVENUE, INCOME, PROFIT OR SAVINGS; (2) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK OR THE RECOVERY OF SUCH; (3) LOSS OF BUSINESS OPPORTUNITY, GOODWILL OR REPUTATION; (4) BUSINESS INTERRUPTION OR DOWNTIME; OR (5) DELIVERABLES OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE.

CONTRACTOR'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT IN ANY 12-MONTH PERIOD SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CITY TO CONTRACTOR DURING THE PRIOR 12 MONTHS OF THIS AGREEMENT FOR THE SPECIFIC SOFTWARE OR SERVICE GIVING RISE TO SUCH CLAIM(S).

THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. THE PARTIES AGREE THAT THESE LIMITATION OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR CONTRACTOR'S SALE OF SOFTWARE OR SERVICES TO THE CITY, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES."

{142} Will the City agree to add the following section on warranty?

"Contractor warrants that its Services shall be performed by qualified personnel in a manner consistent with good practice in the information technology services industry. If Contractor breaches this warranty, it shall supply services to correct or replace the work at no charge. THE REMEDY SET FORTH IN THIS SECTION IS THE CITY'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY. EXCEPT AS EXPRESSLY STATED IN THE THIS SECTION, CONTRACTOR, (INCLUDING ITS AFFILIATES, CONTRACTORS, AND AGENTS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AND OFFICERS), ON BEHALF OF ITSELF AND ITS SUPPLIERS (COLLECTIVELY, THE "CONTRACTOR PARTIES") MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO ANY OF THE SOFTWARE OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY (1) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NON-INFRINGEMENT; (2) RELATING TO THIRD-PARTY PRODUCTS; (3) RELATING TO THE PERFORMANCE OF SOFTWARE OR CONTRACTOR'S PERFORMANCE OF THE SERVICES OR WHETHER THE SOFTWARE OR SERVICES ARE SUITABLE FOR HIGH-RISK ACTIVITIES; OR (4) REGARDING THE RESULTS TO BE OBTAINED FROM THE SOFTWARE OR SERVICES OR THE RESULTS OF ANY RECOMMENDATION BY CONTRACTOR."

{143} **Will the City agree to waive its right to request a copy of a proposed subcontract agreement under Sections 3.02 B. and 3.02 G. of the General Provisions Governing Contracts For Consultants, Professional, Technical, Human And Client Services?**

Will the City clarify that the information subject to the audit provision in Article 5 of the General Provisions Governing Contracts For Consultants, Professional, Technical, Human And Client Services will be limited to the books, records, documents, and account procedures and practices of the Contractor relevant to the parties' financial obligations under this Contract?

{146} **Will the City agree to replace the ownership language with respect to Deliverables with the following:**

"City shall own all right, title and interest to the Deliverables and Contractor agrees to grant to City a perpetual, non-exclusive, non-transferable, royalty-free license to use Contractor's Background IP (defined below), Utilities, and Residual IP solely for City to use the Deliverables, subject to the following:

- i. Contractor has received full payment for the Deliverables and applicable Services,**
- ii. each party will retain all Intellectual Property Rights that it owned or controlled prior to the effective date of this Agreement or that it develops or acquires from activities independent of the Services performed under this Agreement ("Background IP"), and**
- iii. Contractor will retain all right, title and interest in and to all Intellectual Property Rights in or related to the Services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates or output which are developed, created or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or data of City (collectively, the "Residual IP"), even if embedded in the Deliverable.**

As used in this Section, "Deliverables" means the work product or tangible embodiment of the Services that are (i) prepared or performed by Contractor or its subcontractors uniquely and exclusively for City and (ii) specifically identified in a signed Statement of Work as Deliverables.

"Intellectual Property Rights" means rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications."

{147} **Will the City agree to replace article 6.04 of the General Provisions Governing Contracts For Consultants, Professional, Technical, Human And Client Services, antitrust, under the with the following:**

"IN THE EVENT THAT CONTRACTOR INITIATES LITIGATION FOR A PURPORTED ANTITRUST VIOLATION FOR ALLEGED OVERCHARGES, AND AS A RESULT OF SUCH LITIGATION, WHETHER BY FINAL JUDGMENT OR SETTLEMENT OF ITS CLAIMS, CONTRACTOR RECEIVES MONETARY COMPENSATION, CONTRACTOR HEREBY AGREES TO PASS ON TO THE CITY A PORTION OF SUCH COMPENSATION IF, AND ONLY IF, THE FOLLOWING CONDITIONS OCCUR: (A) THE COMPENSATION RECEIVED BY THE CITY IN SETTLEMENT OR JUDGMENT IS DIRECTLY ATTRIBUTABLE TO SOFTWARE, HARDWARE, GOODS AND/OR SERVICES INCLUDED WITHIN THE COMPUTER PRODUCTS OR OTHER GOODS AND/OR SERVICES SOLD BY CONTRACTOR TO THE CITY UNDER THIS CONTRACT; (B) IT WAS DETERMINED IN THE ANTITRUST LITIGATION (WHETHER BY JUDICIAL FINDING OR STIPULATION) THAT THE OVERCHARGE IN SOFTWARE, HARDWARE, GOODS AND/OR SERVICES SUFFERED BY CONTRACTOR WAS, IN FACT, PASSED ON TO THE AGENCY IN THE COMPUTER PRODUCTS OR OTHER PRODUCTS OR OTHER GOODS

AND/OR SERVICES PURCHASED BY THE AGENCY UNDER THIS CONTRACT DURING THE TIME PERIOD REFERENCED IN THE LITIGATION; AND (C) IN CALCULATING THE AMOUNT OF COMPENSATION WHICH CONTRACTOR AGREES TO PASS ON TO THE CITY, CONTRACTOR MAY DEDUCT ITS ACTUAL COSTS OF SUIT, INCLUDING ATTORNEY'S FEES, INCURRED IN ACHIEVING THE SETTLEMENT OR JUDGMENT."

{148} Will the City agree to the following changes to Section 7.02 of the General Provisions Governing Contracts For Consultants, Professional, Technical, Human And Client Services:

Section 7.02 Commercial General Liability Insurance

A. The Contractor shall maintain Commercial General Liability Insurance covering the Contractor as Named Insured and the City as an Additional Insured in the amount of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall protect the City and the Contractor from claims for property damage and/or bodily injury, including death that may arise from any of the operations under this Agreement. Coverage under this insurance shall be at least as broad as that provided by the most recently issued Insurance Services Office ("ISO") Form CG 0001 or its equivalent, and shall be "occurrence" based rather than "claims-made."

{149} Will the City agree to the following changes to Section 7.03 A. of the General Provisions Governing Contracts For Consultants, Professional, Technical, Human And Client Services:

Section 7.03 Professional Liability Insurance

A. At the Department's direction, if professional services are provided pursuant to this Agreement, the Contractor shall maintain and submit evidence of Professional Liability Insurance appropriate to the type(s) of such services to be provided under this Agreement in the amount of at least One Million Dollars (\$1,000,000) per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under this Agreement arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor or anyone employed by the Contractor.

{150} Will the City agree to the following changes to Section 7.03 B. of the General Provisions Governing Contracts For Consultants, Professional, Technical, Human And Client Services:

B. All subcontractors of the Contractor providing professional services under this Agreement for which Professional Liability Insurance is reasonably commercially available shall also maintain such insurance in the amount of at least One Million Dollars (\$1,000,000) per claim, and the Contractor shall provide to the Department, at the time of the request for subcontractor approval, evidence of such Professional Liability Insurance on forms acceptable to the Department.

{151} Will the City agree to the following changes to Section 7.06 A. of the General Provisions Governing Contracts For Consultants, Professional, Technical, Human And Client Services:

A. If vehicles are used in the provision of services under this Agreement, then the Contractor shall maintain Business Automobile Liability insurance in the amount of at least One Million Dollars (\$1,000,000) each accident combined single limit for liability arising out of ownership, maintenance or use of any owned, non-owned, or hired vehicles to be used in connection with this Agreement. Coverage shall be at least as broad as the most recently issued ISO Form CA001 or its equivalent.

{152} Will the City agree to the following changes to Section 7.07 E. of the General Provisions Governing Contracts For Consultants, Professional, Technical, Human And Client Services:

E. The City's limits of coverage for all types of insurance required under this Article shall be the greater of (i) the minimum limits set forth in this Article or (ii) the limits provided to the Contractor as Named Insured under all primary, excess, and umbrella policies of that type of coverage subject to the agreed to indemnification obligations in this Agreement.

{153} **Will the City agree to the following changes to Section 7.08 B. of the General Provisions Governing Contracts For Consultants, Professional, Technical, Human And Client Services:**
B. For each policy required under this Agreement, except for Workers' Compensation Insurance, Disability Benefits Insurance, Employer's Liability Insurance, and Unemployment Insurance, the Contractor shall file a Certificate of Insurance with the Department within ten (10) Days of award of this Agreement. All Certificates of Insurance shall be (a) in a form reasonably acceptable to the City and certify the issuance and effectiveness of such policies of insurance, each with the specified minimum limits; and (b) accompanied by the blanket endorsement in the Contractor's general liability policy by which the City, together with its officials and employees, has been made an additional insured pursuant to Section 7.02(B). All Certificate(s) of Insurance shall be accompanied by either a duly executed "Certification by Insurance Broker or Agent" in the form attached to this Appendix A or copies of all policies referenced in the Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. If complete policies have not yet been issued, binders are acceptable, until such time as the complete policies have been issued, at which time such policies shall be submitted.

{154} **Will the City agree to the delete Section 7.08 D. of the General Provisions Governing Contracts For Consultants, Professional, Technical, Human And Client Services, as such policies are confidential to Contractor and the applicable insurance companies and cannot be shared.**

{155} **Will the City agree to the following changes to Section 7.08 F. of the General Provisions Governing Contracts For Consultants, Professional, Technical, Human And Client Services:**
G. All certificates shall contain the provision that notice of cancellation shall be provided in accordance with policy provisions In the event the Contractor receives notice, from an insurance company or other person, that any insurance policy required under this Article shall expire or be cancelled or terminated for any reason, the Contractor shall immediately forward a copy of such notice to both the Commissioner, to the attention of the Executive Director, Financial Information Services Agency, 450 West 33rd Street, 4th Floor, New York, NY 10001, and the New York City Comptroller, Attn: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New York, New York 10007.

{156} **Will the City agree to the following changes to Section 7.09 A. of the General Provisions Governing Contracts For Consultants, Professional, Technical, Human And Client Services:**
A. Whenever notice of loss, damage, occurrence, accident, claim or suit is required under a general liability policy maintained in accordance with this Article, the Contractor shall provide the insurer with timely notice thereof on behalf of the City. Such notice shall be given even where the Contractor may not have coverage under such policy (for example, where one of Contractor's employees was injured). Such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Additional Insured" and contain the following information: the number of the insurance policy; the name of the named insured; the date and location of the damage, occurrence, or accident; the identity of the persons or things injured, damaged, or lost; and the title of the claim or suit, if applicable. The Contractor shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007. If the Contractor fails to comply with the requirements of this paragraph, the Contractor shall indemnify the City for all losses, judgments, settlements and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the City.

{157} **Will the City agree to the following changes to Section 7.09 E. of the General Provisions Governing Contracts For Consultants, Professional, Technical, Human And Client Services:**
E. Contractor shall ensure and be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and customary in the relevant industry. In the event the Contractor requires any subcontractor to procure insurance with regard to any operations under this Agreement and requires such subcontractor to name the Contractor as an additional insured under such insurance, the Contractor shall ensure that such entity also name the City, including its officials and employees, as an additional insured with coverage at least as broad as the most recently issued ISO form CG 20 26.

{158} **Will the City modify the indemnification in Section 8.03 of the General Provisions Governing Contracts For Consultants, Professional, Technical, Human And Client Services so that it is clear the indemnity applies only to third party claims?**

{159} **Will the City modify the indemnification in Section 8.03 of the General Provisions Governing Contracts For Consultants, Professional, Technical, Human And Client Services by replacing “property” with “real and tangible personal property”?**

{160} **Will the City modify the indemnification in Section 8.03 of the General Provisions Governing Contracts For Consultants, Professional, Technical, Human And Client Services by striking “or failure to comply with the provisions of this Agreement or of the Laws”?**

{161} **Will the City modify the indemnification in Section 8.04 of the General Provisions Governing Contracts For Consultants, Professional, Technical, Human And Client Services so that it is clear the indemnity applies only to third party claims?**

{162} **Will the City agree that the indemnification in Section 8.04 does not apply to Classes A-E, and only applies to Class F?**

{163} **Will the City agree to add the following sentence to the indemnification in Section 8.04 for the industry standard carve outs: “Notwithstanding the foregoing, Contractor shall have no obligation under this Section for any claim resulting or arising from (1) modifications of the Software, Services, or Deliverables that were not performed by or on behalf of Contractor; (2) the combination, operation, or use of the Software, Services or Deliverables in connection with a Third-Party Product (the combination of which causes the claimed infringement); or (3) Contractor’s compliance with your written specifications or directions, including the incorporation of any software or other materials or processes provided by or requested by you.”**

{164} **Will the City agree to add the following sentence to the indemnification in Section 8.04, which are industry standard? “In addition, if Contractor receives prompt notice of an Indemnified Claim that, in Contractor’s reasonable opinion, is likely to result in an adverse ruling, then Contractor shall, at its option, (1) obtain a right for you to continue using such Software, Deliverables or allow Contractor to continue performing the Services; (2) modify such Software, Services or Deliverables to make them non-infringing; (3) replace such Software, Services or Deliverables with a non-infringing equivalent; or (4) refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated or pro rata refund for the allegedly infringing Product, Deliverables or Software.”**

{165} **Will the City agree to add the following sentence to the indemnification in Section 8.04, which is industry standard? “This Section 8.04 states the City’s exclusive remedies for any third-party intellectual property claim or action, and nothing in this Agreement or elsewhere will obligate the Contractor to provide any greater indemnity to the City for such claims”.**

{166} **Will the City agree to add a section to Article 8, Indemnification, that the Contractor is not required to indemnify the City for any portion of any claim due to the negligent acts or failures by the City or any third parties?**

{167} **Will the City agree to add the following as a section to Article 8, Indemnification, which is industry standard? "Contractor's duty to indemnify and defend under this Article 8. is contingent upon: (1) Contractor receiving prompt written notice an Indemnified Claim, (2) Contractor having the right to solely control the defense and resolution of such Indemnified Claim, and (3) the City's cooperation with Contractor in the defense and resolution of such Indemnified Claim."**

{168} **Will the City agree to add the following as a section to Article 8, Indemnification, which is industry standard? "If the City fails to notify Contractor promptly of any claim for which Contractor indemnifies under this Article 8 and that failure prejudices Contractor's ability to defend, settle or respond to the claim, the Contractor's obligation to defend or indemnify Customer with respect to that claim will be reduced to the extent Contractor has been prejudiced. In addition, such failure to provide prompt notification shall relieve Contractor of any obligation to reimburse for the city's attorneys' fees incurred prior to notification."**

{169} **Will the City agree to add the following export compliance provision? "The City may not export out of the United States any deliverable (which may include hardware or software) or technical information provided by Contractor in performing the services under this Agreement without obtaining any license or consent that may be required under any export control law or regulation that is applicable to the City (including without limitation the export control laws and regulations of the United States of America)."**

{123} **If in its response the Contractor takes an exception to a term of the RFP, including the terms in the Form of Contract (Attachment A), which is not accepted by the City, will the City agree to either negotiate the term with the Contractor, request Contractor to remove its exceptions, or reject Contractor's bid as non-responsive and further will the City agree not to deem the Contractor as having accepted the original term to which Contractor took an exception simply because Contractor submitted a response to the RFP?**

The RFP does not permit the submission of exceptions to the Form of Contract. As stated in Section II.A on page 5 of the RFP, "SUBMISSION OF A PROPOSAL IN RESPONSE TO THIS RFP CONSTITUTES AGREEMENT TO INCLUSION OF TERMS AND CONDITIONS SUBSTANTIALLY IN THE FORM OF THOSE CONTAINED IN ATTACHMENT A IN ANY CONTRACT AWARDED UNDER THIS RFP."

III. Current Consultant Pool Contracts

{65} **Is this an existing contract? If yes, who is the incumbent?**

{17} **Is there any service provider of the same services in the past, if yes then please share the details of the service provider along with the last year's outlay?**

{43} **How long has current contract been in place? Is this RFP replacing an RFP and Contract Award from 6 years ago? 2 – 3 year increments?**

{T26} **Is this contract replacing any other FISA short list?**

{18} **Kindly share the past total expenditure of each personnel category mentioned in this RFP?**

{22} **What was the cost last year?**

{23} **Who was the contractor?**

{45} **Can we be provided with a list of current vendors on this list and if so, how and when will we receive this?**

{75} **How many incumbent vendors?**

{109} **Page 4, Section II.A. - Who are the active vendors in the current Consultant Pool contract?**

{118} **Pages 6 - 8, Section III. A. 1. - Could the annual contract spend be provided by Class and Title for the current Consultant Pool contract (i.e. years 2012 - 2016)?**

{272} **Who are the incumbent vendors/companies?**

{T32} **Would it be possible to provide a list of current vendors and what is their spend?**

{T33} **Is the public spend of the current bidder awards not public information per category?**

FISA currently has similar Consultant Pool contracts in place with a number of vendors, which will expire on May 31, 2017. These contracts were awarded as a result of a RFP that was issued in 2006. The Current Consultant Pool Information Sheet accompanying these questions and responses lists the current Consultant Pool vendors and the amounts spent under each contract during the current contract period (July 1, 2013 to date). The Classes under the current contracts are not the same as the Classes under this RFP. NOTE: FISA/OPA has not provided more detailed breakdowns of this information both in the interest of providing responses to vendor questions as quickly as possible, and because past details have no bearing on FISA/OPA's future needs.

{66} **How many task orders have been previously fulfilled in each class?**

{269} **On average how many "Task Orders" do you send out annually?**

{95} **How many consultants were placed last year?**

{224} **Do you have any historical data that reflects the average number of positions that have been hired per Class per year over the last 5 years?**

{50} **What is the historical volume of task orders released under each category on this contract during one year?**

FISA/OPA has issued 45 Task Orders to date under the current Consultant Pool contracts since July 1, 2013 (the current contract period). The Classes under those contracts are not the same as the Classes under this RFP. This represents an average of 15 per year. Please note that past details have no bearing on FISA/OPA's future needs.

{255} **Who are current vendors providing consulting services to FISA, can you provide their current hourly ceiling rate and dollar value of contract work for year 2015?**

{19} **Is it possible to receive the current Employee Pay Rate, Bill rate and Markup for the current contract?**

{111} **Page 11, Section III. D. 2. - The second bullet refers to "the maximum hourly rate in a contractor's contract; Could the current maximum hourly contract rates per Class for the current FISA Vendor Pool be shared?**

The Current Consultant Pool Information Sheet accompanying these questions and responses lists the current Consultant Pool vendors. There is no single maximum hourly rate per Class under these

contracts; each contract contains its own maximum hourly rate for each of the applicable Classes (which are not the same as the Classes under this RFP). These maximum rates range from \$68/hr. to \$225/hr. Please note that past details have no bearing on FISA/OPA's future needs.

{257} **How many IT consultants are currently providing services to FISA**

{21} **How many temps do you have currently?**

{74} **Total number of current consultants and by class?**

31 Consultants are currently working under the current Consultant Pool contract. Please note that the Classes under the current contracts are not the same as the Classes under this RFP.

{T34} **With the current awards, what is the M/WBE allocation.**

There are no M/WBE participation requirements under the current Consultant Pool contracts.

{T35} **The question regarding the right to hire clause, there's a clause that after 60 days you have the right to convert our employees. What is the current percentage of the conversion? And that's after 60 days on?**

Approximately 13% of Consultants engaged under the current Consultant Pool contracts during the current contract period (July 1, 2013 to date) have been hired as employees. However, FISA/OPA has no way of predicting what the percentage may be under the new Consultant Pool contracts resulting from this RFP.

{25} **What was the bid tabulation for last year?**

The current Consultant Pool contracts were awarded through a Request for Proposal process. As a result, bid tabulations do not exist.

IV. Financial

A. Payment

{37} **What are FISA/OPA's payment terms?**

{271} **How long is the pay schedule period, that is, is payment made weekly, 30, 60, or within 90 days? On average, what is the net payment number of days? Is it 15 days, 45 days, for example?**

{T36} **What is the flow down in term of payment terms, is that once the project is over or is that billing during the consultant hours accrued? And also, what is a flow down wherefore M/WBE subcontracting payment terms?**

For Classes A-E, Contractors will generally be required to invoice FISA/OPA on a monthly basis. For Class F, FISA/OPA anticipates that payments will be triggered by the City's acceptance of identified deliverables. Payments are net 30 days. Any payments from a Contractor to a subcontractor will be a function of the relationship between them, in which FISA/OPA has no part.

{90} **What is the invoice form that is acceptable to the City?**

FISA/OPA will provide a sample invoice (or equivalent information) to Contractors in connection with the final Contract.

{132} **With regard to Section 4.1 of the Form of Contract (Attachment A), will the City describe what items make up the form and substance of an itemized invoice that is acceptable to the City?**

{91} **4.7 Where can I find information on “Prompt Payment provisions of the PPB rules?**

The Prompt Payment Provisions are contained in Section 4-06 of the PPB Rules, a copy of which may be found at: <http://www1.nyc.gov/site/mocs/resources/rules.page>.

{194} **Section III – C, 9 & 11 of 153, Will the project manager role (for performing account management functions as specified in the RFP) be a 100% billable role in the contracts?**

The only amounts payable under the Contract will be as stated in Task Orders. Where a Task Order Request in Class F calls for the services of a project manager, the Task Order may include a billing rate for those services. However, this question refers to the account manager role referenced on page 11 of the RFP, and although this role may involve project management skills, it is not a service that will be provided under a Task Order, and is therefore not billable.

{270} **RFP page 57, Section 11.02 Electronic Funds Transfer: For purposes of receiving electronic payments, if proposer’s alliance partner processes all back office billing and accounting, who should fill out the EFT Vendor Payment Enrollment Form? Is it the proposer or the billing alliance partner?**

The Contractor should complete and submit the EFT form, but the may designate any legal payee as it sees fit. Information concerning EFT may be found at www.nyc.gov/eft.

{T37} **Sometimes authorities have payment obligation terms as an authority, like a State agency or Port Authority or MTA.**

FISA/OPA does not have special payment requirements of this nature that would apply to the Consultant Pool.

{T38} **So there’s nothing that’s similar to prevailing wage where subcontractors have to be paid, we pay for some of this work, especially where they are hourly title?**

FISA/OPA does not have special payment requirements of this nature that would apply to the Consultant Pool. Any payments from a Contractor to a subcontractor will be a function of the relationship between them, in which FISA/OPA has no part.

B. Rates

{127} **How long is the Contractor required to keep the maximum hourly rate fixed during the Contract term?**

{128} **Will Contractor have an opportunity to increase prices during renewal terms?**

{32} **Anticipating pricing for 3 years becomes difficult because the changing legal landscape? Will prices be able to modified to adjust for increased statutory costs?**

The proposed pricing specified in each Contract will remain in effect for the term of the Contract.

{182} **If a Proposer is selected to be in the Consultant Pool for any of the areas of expertise or Classes, will the Task Order be based on the Proposer’s hourly rates that are submitted as part of their response to the RFP?**

Each Contract will state the maximum hourly rate that the Contractor may charge in each Class covered by the Contract. The applicable hourly rate under each Task Order -- which may be less than the maximum but not more -- will be determined prior to execution of the Task Order.

C. Anticipated Activity and Spend

- {5} **What volume and spend you are expecting through this RFP?**
- {28} **What is the total spend projected by category?**
- {31} **What is the anticipated breakdown of work on hourly basis vs. delivery based (fixed price) work?**
- {42} **Can you please provide an estimated value of the award(s) for each of the classes?**
- {49} **How many task orders does FISA/OPA expect to release under each category?**
- {73} **Anticipated \$ volume and number of consultants total and by class?**
- {170} **Can you provide the approximate funding for the work that will be requested from Class F: Security Planning and Assessment**
- {171} **How many requests do you anticipate being sent to the vendor pool every year for Class F?**
- {249} **What is the anticipated maximum contract value per class?**
- {258} **What is expected annual spend by FISA on this contract?**
- {T17} **Is there any way you could estimate the annual spend in each category?**
- {94} **What is the approximate total spend for this project?**
- {256} **How much is annual spend by FISA for all IT consultants**

Since FISA/OPA's business requirements are to a large degree dictated by outside considerations, FISA/OPA is unable to predict this information at this time.

- {15} **What is the budget limitation of this RFP?**
- {228} **What is the total size or budget that this contract would encompass by Class?**

The maximum amount payable under all Contracts resulting from this RFP will be stated in the executed Contracts.

V. M/WBE

- {188} **Please define the MWBE participation requirements.**
- {189} **Please explain the mwbe requirements for Security Planning and Assessment**
- {226} **Is there an overall M/WBE participation goal for overall contract or are there individual goals associated with each task order? I can see that the overall participation goal of M/WBEs in Task Orders in Class F (Security Planning and Assessment) is 5%, but I am unclear of the contract goals of the overall contract or the other classes.**
- {68} **Can you please clarify the MBE/WBE goals; specifically total award vs. individual task awards?**
- {T18} **The M/WBE criteria 5 percent, is that a per task order or is that an accumulation of the contract value?**

FISA/OPA has not set an overall M/WBE participation goal for each Consultant Pool contract. As specified in Section III.J on page 15 of the RFP, "Depending on the particular Class, FISA/OPA may set M/WBE participation goals for individual Task Orders by including the goals in the applicable Task Order Request. FISA/OPA has determined that the overall participation goal of M/WBEs in Task Orders in Class F (Security Planning and Assessment) will be five percent (5%) of the total value of those Task Orders. FISA/OPA does not anticipate setting M/WBE participation goals generally for Task Orders in other Classes, but may set goals for individual Task Orders where it deems appropriate. FISA/OPA may likewise exempt individual Class F Task Orders from the M/WBE participation goal where it deems appropriate." Please refer to Attachment F to the RFP for additional information concerning M/WBE requirements.

{54} **Typically Task Orders are for a single source, therefore if a vendor is a NYC and NYS Certified WBE, do they need to name a certified MBE as part of the utilization plan?**

{55} **Would being a NYC/NYS Certified WBE meet the MSA M/WBE goal in full?**

{56} **Would being a NYC/NYS Certified WBE meet a Task Order M/WBE goal in full?**

{57} **Can the 5% MWBE goal for Class F be met by a NYC/NYS Certified WBE or would a MBE also be required to meet the goal?**

{96} **Is it a mandate for MBE's to subcontract?
Subcontracting is required for Class [F]**

{T29} **If you are a minority-owned business, are you obligated to subcontract any of the task order to another minority-owned business or can you do the entire thing 100 percent yourself?**

{102} **On Page 15 section J – If you are responding as an MBE do we also fulfill the WBE requirement? If you're an MBE filing as a prime, do you still have to do the W? Do you still have to participate as a W as well?**

A vendor can meet the requirements by being either a New York City-certified MBE or WBE, or both. New York City certified MBEs or WBEs are not required to subcontract.

{T6} **In Attachment F it states that a contractor that is an MBE shall be permitted to count its own participation toward fulfillment of the goal. How much can you count, is that 10 percent, 20 percent, 100 percent? So if we're going to contract out 10 percent, we can count our own participation as 90 percent?**

Yes.

{2} **Attachment G >> Schedule B >> Do we need to submit only Part 2 form - Subcontractor Utilization Plan? If yes, then what to be mentioned in FMS Vendor ID #?**

{234} **How do we obtain APT E- Pin # and FMS Project ID#?:?**

As specified in Section III, J. Participation by Minority-Owned and Women-Owned Business Enterprises in City Procurement (Attachment F, Attachment G, and Attachment H); Subcontracting on page 15 of the RFP, all proposers must complete Part II of Attachment G (Schedule B – M/WBE Participation Requirements for Master Service Agreements That Will Require Individually Registered Task Orders), which must be submitted as part of their proposals. Proposers need not complete Part I.

{98} As per the checklist, A third sealed inner envelope labeled “Section 6-129 Compliance” containing the Subcontractor Utilization Plan (Attachment G, Schedule B, Part II) –

- Do you want the proposer to fill the subcontractors name that we would like to subcontract?**
- If the proposer decides not to subcontract, do they need to submit the Attachment G as a part of submission?**

As stated in Section III.J on page 15 of the RFP, “All proposers must complete Part II of Attachment G (Schedule B – M/WBE Participation Requirements for Master Service Agreements That Will Require Individually Registered Task Orders), which must be submitted as part of their proposals.” Please follow the instructions on that form.

{108} RFP Page 133, Attachment G, Schedule B, Part II: As this work will be governed by a Master Services Agreement, please confirm Proposers are only required to complete Section V, “Vendor Certification and Required Affirmations” page 135–136.

Page 133 of the RFP contains Attachment H, not Attachment G. As stated in Section III.J on page 15 of the RFP, “All proposers must complete Part II of Attachment G (Schedule B – M/WBE Participation Requirements for Master Service Agreements That Will Require Individually Registered Task Orders), which must be submitted as part of their proposals. ... If M/WBE participation goals are established for an individual Task Order, each Contractor responding to the Task Order Request (other than those submitting a ‘no bid’ response) will be required to submit a completed Schedule B – M/WBE Utilization Plan For Independently Registered Task Orders That are Issued Pursuant to Master Service Agreements (see sample attached as Attachment H), unless a full waiver is obtained.”

{183} If the Proposer is a certified MWBE are they required to complete Part II of Attachment G as part of the proposal?

Yes.

{184} If the Proposer/ Contractor is a certified MWBE, and a Task Order Request sets MWBE goals, is the Contractor still required to submit a completed Schedule B-MWBE Utilization Plan?

Yes.

{225} Do NYS certified M/WBEs count toward the desired MWBE participation goals? Or must a firm be certified by the City of NY to qualify?

Only New York City-certified M/WBE firms count toward the participation goals.

{239} How should we specify our company is an approved NYC MWBE?

Provide a copy of your certification from New York City Department of Small Business Services (<http://www.nyc.gov/html/sbs/html/home/home.shtml>).

{263} M/WBE Although some of our partners are WBE and/or MBE companies, considering we are a WBE company, can we submit the corporate WBE waiver?

Vendors that are New York City-certified WBEs and/or MBEs do not need to obtain a waiver.

{97} If subcontractors are mandate, do we need to confirm our acceptance at this time of the proposal?

Subcontracting is not mandated.

{T3} **I'm a registered M/WBE firm. How do I make myself visible to the prime contractors for this RFP?**

Please see the List of Attendees at the August 31, 2016 Pre-Proposal Conference included with this Addendum No. 2.

{T7} **The RFP also requires M/WBE participation, but the list does not include any M/WBE forms to be submitted.**

Please see Section III.J on page 16 of the RFP.

{T14} **On your checklist you mentioned an inner sealed envelope labeled 6-129 Compliance and one is to fill out the subcontractor utilization plan, part two. Do we also fill out part one?**

No, proposers need only complete Part II of Attachment G (Schedule B – M/WBE Participation Requirements for Master Service Agreements That Will Require Individually Registered Task Orders).

MWBE

{T40} **Can we change our MBEs after award, or our MBEs?**

Yes, but all subcontractors are subject to FISA/OPA approval.

MWBE

{T41} **Do we need to name the M/WBEs and WBEs in the proposal or is it enough to commit to using -- to meeting the quota after an award?**

[group with T1]

VI. RFP Process

A. Evaluation

{59} **Please confirm that pricing is not a factor in evaluation of award.**

{116} **Page 22, Section V. C. - "Basis of Contract Award : Contracts will be awarded to the responsible proposers who proposal FISA/OPA determines to be the most advantageous to the city, taking into consideration the price and other factors or criteria set forth in this RFP"; In the evaluation criteria there is no mention of the Price weight, what's the Price weight that will used ?**

{250} **In Section V subsection B (page 22), pricing is not included among the evaluation criteria. It is mentioned, however, in paragraph C, "Basis for Contract Award," which states:
Contracts will be awarded to the responsible proposers whose proposals FISA/OPA determines to be the most advantageous to the City, taking into consideration the price and other factors or criteria set forth in this RFP. Within each Class, once FISA/OPA's evaluations of technical proposals are complete, proposals will be ranked based on their technical score.
Could you please clarify whether pricing is part of the evaluation?**

{115} **Page 22, Section V. B. - Is it a correct assumption that Price or Ceiling Rates are not a factor in the selection of the final vendors? If this is not correct then how will cost be weighted or evaluated vs. the technical criteria?**

{T11} **Can you comment on the weight of the price proposal portion?**

As specified in Section V.C on page 22 of the RFP, "Contracts will be awarded to the responsible proposers whose proposals FISA/OPA determines to be the most advantageous to the City, taking

into consideration the price and other factors or criteria set forth in this RFP. Within each Class, once FISA/OPA's evaluations of technical proposals are complete, proposals will be ranked based on their technical score. FISA/OPA anticipates awarding Contracts to up to fifteen (15) of the most highly rated proposers within each Class whose rates FISA/OPA determines to be fair and reasonable."

{114b} How will it affect the scoring of the Technical Proposals if a New York City office is not identified within a proposal response?

{26} Is there a local vendor preference?

{48} Is there a preference to work with NYC Certified or companies headquartered in NYC?

{114a} Page 19, Section IV. A. 2. b. - Does the bidding company need to have an office in New York City?

There is no preference for New York-based or -certified vendors, or vendors with New York offices.

{T21} Will additional preference be given to those vendors that qualify in more than one class?

No.

B. General

{13} Will providers that are submitting questions be privy to all questions and answers from all providers participating in this process?

{233} Are Q&As going to be posted online or submitted to vendors via email?

As specified in Section I.B. on page 2 of the RFP, "FISA/OPA will respond to questions by means of written Addenda to this RFP that will be sent to all organizations that are on record with FISA/OPA as having received a copy of this RFP."

{16} Is it a single or multiple award?

{20} Is it single award or multiple award contract?

As specified in Section II.A. on page 5 of the RFP, "Each vendor firm selected through this RFP (a 'Contractor') will be awarded a multiple award task order contract (a 'Contract') substantially in the form of Attachment A hereto, to provide services in one or more specified Classes."

{27} Is any bonding required?

Bonding is not required.

{38} When is the expected award date?

{T28} When do you expect the new contract to be in effect and the new vendors to start working?

The anticipated contract start date is June 1, 2017. Since FISA/OPA's business requirements are to a large degree dictated by outside considerations, FISA/OPA is unable to predict at this time when Task Order Requests will start to be issued.

{46} Are vendors currently doing work under this contract able to bid it again?

Members of the current Consultant Pool are not excluded.

{47} How many vendors will be selected under each category?

{T24} How many contract been will be awarded contracts on the basis of this RFP?

As specified in Section IIA. on page 4 of the RFP, "FISA/OPA anticipates that the Consultant Pool will contain up to 15 vendor firms in each Class."

{62} What are the determining factors for organizations that are on record with FISA/OPA as having received a copy of this RFP?

Organizations that have downloaded the RFP from the City Record web site, or that have notified the Authorized Contract Person for this RFP, are on record as having received it.

{63} Will a vendor be included on the FISA/OPA record for response upon submission of questions and attendance at the pre-bidder conference?

Yes.

{64} Are vendors not on record excluded from bidding? If so, why?

A vendor does not need to be on record with FISA/OPA to respond to the RFP. However, FISA/OPA has no way to send Addenda to vendors that are not on record. Vendors that downloaded this Addendum No. 2 from the "Procurements" section of the City Record Online web site — <https://a856-cityrecord.nyc.gov/> (free registration required) — or that received it by email directly from FISA/OPA are already on record. Other vendors may provide their contact name, company, and email address to the Authorized Agency Contact Person at CPRFP2016@FISA.NYC.GOV.

{101} On Page 6, section D. Anticipated Payment Structure; Comptroller's Directive 31 – it is mentioned Class G maybe you meant CLASS F?

{110} Page 6, Section II. D. - "Contractor practice group is to provides services in Class G," Could you confirm if this should be Class F and only class F?

{192} Section II – D, 6 of 153, "Class G" as mentioned in the first paragraph has not been defined anywhere else in the document. Kindly elaborate on what is "Class G".

This should read "Class F." This is corrected in the revised RFP distributed with this Addendum No. 2.

{107} RFP page 21, Section IV.A.5.a ("Proposal Package Contents"): Is it acceptable for proposers to provide all documents in one PDF file on the CD or USB flash drive?

Section IV.A.5 of the RFP has been updated to require PDF copies of all documents, with details of how they should be provided. Please refer to that section in the revised RFP accompanying this Addendum No. 2.

{120} Will FISA please extend the period for vendor questions to after the pre-bidders conference so that vendors may better prepare relevant questions?

{121a} If FISA cannot formally extend the question deadline, will you consider answering vendor questions past the current August 25th deadline?

{260} As Q & A deadline specified as August 25th, we may have further questions after pre-bid meeting on August 31st, would vendors be given another opportunity to ask questions after pre-bid conference?

FISA/OPA is not extending the deadline for submitting questions.

{190} What exactly are the HireNYC and reporting requirements

Please refer to Attachment M to the RFP. Additional information concerning HireNYC is available at <http://www.nyc.gov/html/ohcd/html/hirenyc/hirenyc.shtml>.

{232} Is there an online access to this RFP, or email only?

The RFP and any Addenda are available from the Authorized Agency Contact Person at CPRFP2016@FISA.NYC.GOV, and may also be downloaded from “Procurements” section of the City Record Online web site <https://a856-cityrecord.nyc.gov/> (free registration required).

{240} How should the Proposal be bound? In a Binder, Just Stapled, in folders? This is not a question regarding the sealed envelopes.

{T4} The one thing that was missing is, we have all the envelopes, but how do we want to add it tallied? If you want ten copies of the proposals and put them in binders it's not going to fit in an envelope.

Proposers may bind their submissions in any reasonable manner, as long as all material is easily accessible, clearly labeled, and meets the requirements of the RFP. In lieu of actual envelopes, proposers may use sealed accordion folders or similar containers.

{241} Will fillable forms be made available to us?

A fillable PDF version of Attachment O (Price Proposal Form) is included with this Addendum No. 2.

{242} I am just finding out about this RFP and as we are IT consulting company for the last 8 yrs, and have been always help with placement for tier 1 vendors at many NYC/NYS agencies, we were wondering if we can also bid on the RFP.

Yes. Also, be sure your firm is on record with FISA/OPA in order to obtain any Addenda to the RFP. Vendors that downloaded this Addendum No. 2 from the “Procurements” section of the City Record Online web site —<https://a856-cityrecord.nyc.gov/> (free registration required) — or that received it by email directly from FISA/OPA are already on record. Other vendors may provide their contact name, company, and email address to the Authorized Agency Contact Person at CPRFP2016@FISA.NYC.GOV.

{247} Can Vendors based out of New York bid for this RFP?

Any U.S.-based organization may submit a proposal.

{61} Will all Q&A be released to all vendors in the form of an Addendum? Will questions submitted be answered at the Pre-bidder conference?

{227} Will answers to these questions be furnished prior to the Pre Proposal meeting on the 31st?

{248} When do you anticipate releasing answers to proposers' questions?

This Addendum No. 2 includes all responses to vendor questions.

{T5} The addendum form at the end of the package, besides filling out the form itself, do you want a copy of the actual addendum?

No.

{T8} **Firms required to submit a certified financial statement, is there any other financial statements in lieu of that, because those are quite costly to produce, that you would accept?**

{T12} **On the financials again, please, my firm has certified compiled financials of a year or two ago. What do you mean by an audit report, is that done by our CPA, who do you want that done by? Because there's something called audited financials, which is, you know, \$10,000.**

{53} **Are certified or audited financials required for this bid? Would 2014 financials suffice if 2015 have not been finalized at time of submission?**

As specified in Section IV.A.2.b. on page 19 of the RFP, "Attach a copy of the proposer's latest audit report or certified financial statement or a statement as to why no report or statement is available."

{T30} **Your presentation, will you be sending that out with the addendum?**

The presentation shown at the August 31, 2016 Pre-Proposal Conference is included with this Addendum No. 2.

{3} **Attachment O: Price Proposal Form: Do you need "Hourly Pay Rate" or "Hourly Bill Rate"?**

The hourly rates to be provided in Attachment O: Price Proposal Form are "fully-loaded" billing rates.

{186} **Please specify what type of innovative payment plans the city is looking for?**

Proposers are welcome to submit creative (but reasonable) alternatives to the payment structures described in the RFP. Proposers should detail any such payment structure(s) in their Technical Proposal *without* submitting any related pricing information.

C. Price Proposal

{213a} **Attachment O: Price Proposal Form, 152 of 153, For different Class(es), we have multiple roles (e.g class B Infrastructure Database Administrator, Sysadmin, Storage admin etc). Different roles will have different hourly rate card. However the ask of proposal is to provide Maximum Hourly Rate, can we provide respective maximum rates for each service tower?**

{273} **Attachment O: Price Proposal Form - Do we need to show max rate by role/title or only by class?**

{T13} **Your price proposal is looking for each category one maximum price, is that the expectation or you're looking for a little creativity in those line items, pricing line items?**

Proposers proposing for any of Classes A-E are to provide one maximum hourly rate for each Class proposed. Proposers proposing for Class F should provide one maximum hourly rate for each position listed in Attachment O (Price Proposal).

{231} **The PDF document does not allow typing into the fields. Do we hand write the pricing information into the form?**

A fillable PDF version of Attachment O (Price Proposal Form) is included with this Addendum No. 2.

{267} **Section II – (A. Purpose of RFP, last paragraph) – To clarify, if I am responding to more than one "Class" am I only providing separate Pricing Proposal Forms (Attachment O) for each or in addition are we providing a "Technical Proposal" for each "Class"?**

{T20} If we're going to be bidding on multiple classes, the only thing that needs to be separate is the pricing, we don't have to do six separate proposals, correct, just six envelopes with the prices?

Proposers need only submit a single Technical Proposal regardless of the number of Classes being proposed.

{T23} In terms of the pricing, you've mentioned that, obviously, the first technical proposal, you take a look at that, and if that seems suitable, then you go to the pricing info. If the pricing, in your opinion, seems a little high, is there a back and forth at that point? Is there going to be communication about that?

For Classes A-E, as stated in Section III.D.2, the Task Order Request will state any "maximum hourly rate that FISA/OPA is willing to pay (which may be lower than the maximum hourly rate specified in a Contractor's Contract)." As a result, the resulting proposed rate(s) will always be within FISA/OPA's expectations. For Class F, which will not have a pre-agreed maximum rate, FISA/OPA may negotiate the proposed pricing.

D. Purpose of RFP

{4} What are the major objectives for releasing this RFP? (Cost Optimization, Quality, Supplier Rationalization/Consolidation, etc.)

As specified in Section II.A on page 4 of the RFP, "FISA and OPA together employ almost 600 people. However, specific projects require specialized expertise that is not available in FISA/OPA's workforce. In these cases, FISA/OPA engages external consultants to meet these specific needs. By means of this RFP, FISA/OPA seeks to create a 'Consultant Pool' of vendor firms that will compete to supply qualified and experienced information technology consultants on an as-needed basis."

{14} Is this the 1st time FISA/OPA is submitting an RFP to secure these types of resources?

No.

E. References

{60} How will client references be checked (phone or email)?

References will be checked either by phone or email as FISA/OPA sees fit.

{113} Page 18, Section IV A. 2. ii. - Is there a format for the references beyond name, title, phone and email? Will all references be contacted including subcontractor references? Is it acceptable to bid as a prime and be a named subcontractor on another bid using the same references?

{268} Section IV – (Client References) – Is there a specific form to list our references as part of the Technical Proposal?

There is no required format. FISA/OPA will determine which references to contact. References for subcontractors do not need to be provided in the proposal.

{185} Can the Proposer submit relevant client references from other parts of the country?

Yes.

{193} Section III – B, 9 of 153, Will NYC-FISA&OPA accept references and prior similar experiences provided by contractors in the Private Sector in addition to Govt. sector references?

Proposers must describe their relevant experience providing information technology and related consultant services to government or human service organizations. Proposers that lack such experience, or that feel that such a description would not adequately convey its relevant experience, may also describe their relevant experience delivering these services to private sector organizations.

F. Technical Proposal

{237} How many Resumes per class (A-F) and job title will need to be submitted? E.G.- Class A has 16 Sample titles, how many resumes in total per title will need to be submitted?

{99} Resumes of the candidate or consultant for the mentioned positions in the RFP are not required at this time of the proposal?

{100} As per the 'proposal format', the proposer is required to provide resumes of the key staff personnel who will be closely working with the city for the services/positions mentioned in the RFP?

{106} RFP page 19, Section IV.A 2.a.iii (Key Staff): Please confirm Proposers are only required to provide resumes for Key staff members who will be assigned to manage and recruit Contractors.

{253} Pg. 9, under Organization Capability, bullet point # 4

“The Contractor can provide Consultants and/or specialized practice group personnel (as applicable) with the appropriate types and levels of expertise to meet FISA/OPA’s needs.” Question: Shall we provide sample resumes of our consultants who have expertise as appropriate for each class – if yes, how many sample resumes for each class?

In the Technical Proposal, résumés should be provided for (a) the Contractor staff that will manage the Contractor’s operations and its relationship with FISA/OPA under the Contract, and (b) for proposers proposing in Class F, the personnel that will be made available to provide services in that Class. There is no fixed quantity of résumés required. Résumés of prospective Consultants are only submitted in response to Task Order Requests.

{238} Technical Proposal iii. - Please define key staff position- If Key Staff is Technical Staff or Company Managerial Staff, if Technical, it seems that your asking for Project managers the way the section is written and does not specifically define the role of Key Staff.

{254} Pg. 19 – Technical Proposal – point iii

Key Staff: Attach for each key staff position a résumé and/or description of qualifications. Include educational attainment and experience of key staff designated to work on projects in the proposed Class and demonstrated experience of lead managerial personnel in managing multiple complex consulting projects. Question: Does Key Staff here refer to management and technical team responsible for servicing this contract or shall we submit in addition resumes of technical staffing consultants as well? Please clarify.

{264} Page 19 - 2.iii – (Key Staff):

Each member of our key staff has a broad spectrum of experience in multiple proposed classes. Should we associate each key staff with each proposed class (for example - John Doe, Classes A,B,C; Jane Doe, Classes C,D)?

This section has been updated, as described in this Addendum No. 2.

{252} **Pg. 9, under Experience and Expertise, bullet point # 6**

“Contractor personnel have education, skill, and experience, including supervisory and project management experience where needed, appropriate to the proposed Class(es). Question: Does “Contractor Personnel” mentioned above refers to key staff of the vendor responsible for management and technical leads for the contract? Please clarify.

“Contractor Personnel” in this provision refers to (a) the Contractor staff that will manage the Contractor’s operations and its relationship with FISA/OPA under the Contract, and (b) for proposers proposing in Class F, the personnel that will be made available to provide services in that Class.

{79} **Please confirm that the following questions relate to fixed price work under Class F: Technical Proposal 2c Proposed Approach Bullet 1, 2, 3, 4 and 8.**

When describing or demonstrating each of the Proposed Approach items listed in Section IV.A.2.c.i, proposers should explain the extent that the item applies both to the proposer’s proposed approach (including to services provided in Class F if applicable), and to its approach to its general performance under the Contract.

{103} **RFP page 18, Section IV (“Format and Content of the Proposal”): Is it acceptable for attachments, i.e. financial statement and form Attachments, to have separate page numbering than Technical Proposal sections I-III?**

Yes, but please be sure that each element of the proposal is clearly identified.

{104} **RFP Page 18, Section IV.A.2.a.i (“Narrative”): May Proposers describe applicable experience delivering similar services to corporations or private businesses?**

{T15} **In the RFP on page 18, Section 2, Technical Proposal A, Experience, with the narrative the first bullet says, “The proposer’s successful relevant experience providing information technology and related consultant services to government or human service organizations,” and I’m wondering if you meant to include human services organizations there.**

Proposers must describe their relevant experience providing information technology and related consultant services to government or human service organizations. Proposers that lack such experience, or that feel that such a description would not adequately convey its relevant experience, may also describe their relevant experience delivering these services to private sector organizations.

{105} **RFP Page 18, Section IV.A.2.a.i (“Narrative”): In some cases, project duration and cost information is unavailable or confidential. Is it acceptable for Proposers to note these circumstances as appropriate?**

Any specific proposal elements that a proposer claims as confidential information must be clearly labeled as such.

{180} **Can a Proposer to the RFP respond as both a Prime Contractor and a Sub Contractor?**

No. All Contractors resulting from this RFP will by definition be prime contractors. Before the award of Contracts, a proposer may also be named as a proposed subcontractor in another proposer’s response, but may only actually become a subcontractor if it is not awarded its own Contract.

{251} In Section IV subsection A, does part 2.i (p. 18) indicate that proposers responding to multiple classes should prepare a separate technical proposal for each class, or will a single technical proposal suffice?

Proposers need only submit a single Technical Proposal regardless of the number of Classes being proposed.

{265} Page 19 – 2.b.i/Page 21 – a (Audit Report/Certified Financial Statements): Should the audit report or certified financial statements be included as the last topic of the Organization Capability (Page 19: b. Organizational Capability, last bullet) or should it be a separate stand-alone document placed at the end of the “Technical Proposal” (as shown in Page 21: a. A sealed inner envelope labeled “Technical Proposal” ..., last bullet)?

The paper version of the audit report or certified financial statement (or statement as to why no report or statement is available) should be included as a stand-alone document with the Technical Proposal.

{T27} Going back to page 18 of the RFP, the same section, the second bullet this time, it describes how you want us to present a lot of information about some relevant project in the past. That doesn't seem to match very closely with recruitment for a staff augmentation position.

This section has been updated, as described in this Addendum No. 2.

VII. Subcontracting

{191} Since this is for staff augmentation and time is of the essence, what do we need to do when we use a subcontractor

A Contractor should specify all relevant details concerning the subcontractor in the Task Order Response. Subcontractors are subject to City approval.

{246} If we name subcontractors in our proposal, including all appropriate experience, references, etc., may we consider those subcontractors to be “pre-approved” and use them consistently without obtaining approval from FISA in each instance?

No. Proposers may name proposed subcontractors in their proposals, but subcontractors are only approved when FISA/OPA approves them in writing. This will typically be included within the applicable Task Order.

{261} Will vendors be allowed to utilize subcontractors, or engage subcontracting companies, in sourcing/identifying candidates for the positions to be filled under the contract resulting from this solicitation?

Yes, consistent with the terms of this RFP and the Contract.

{T1} Attachment G, do you need us to fill out one form for every subcontractor we're going to be working with, subvendor, or can we list all of our subvendors on the same Attachment [G] form?

Attachment G does not ask for the names of subcontractors, but only the “type(s) of subcontracts for all/any services you plan on subcontracting if awarded this contract.” As stated in Section IV.A.2.a.1 on page 18 of the RFP, Proposers are to include the names of any subcontractors in their Technical Proposals.

{T39} **Can we change our subcontractors after award?**

Yes, but all subcontractors are subject to FISA/OPA approval.

VIII. Technical Questions

{117} **Pages 115 - 118, Sample Task Orders - In addition to the Technologies identified here could a comprehensive list of Technologies utilized by FISA/OPA be provided?**

{229} **What architecture, platforms and technologies would need to be supported under each Class?**

{275} **Please provide a list of core technologies utilized by FISA/OPA**

{T2} **I'd like to know, in the Class B infrastructure section, when you will be able to provide us information about infrastructure you have so that we can determine whether we have access to the resources to support that infrastructure.**

IBM mainframe, IBM p-series servers, Sun Solaris, HP Wintel servers, CISCO and F5 routers. AIX, zOS, Linux, UNIX and Windows 2008 and 2012 operating systems. DB2, IMS, Oracle and SQL Server database servers. Major ERP applications (e.g., Peoplesoft) running on the platforms above with a variety of middleware technologies (e.g., IBM WebSphere) and 3rd party products (e.g., MQ, Business Objects, Cognos, etc). Additional enterprise and network technologies include: VMWARE, Microsoft Exchange, BMC Remedy, IBM Rational, HP QC/UFT, Citrix, Cisco Nexus, ASA, F5, Imperva, 3PAR, Symantec Netbackup and Vault. FISA/OPA's technologies span all of the Classes.

{81} **A.1 Class A (p. 6): What databases/repositories are currently in use?**

DB2, IMS, Oracle, and SQL Server.

{82} **A.1 Class B (p. 7): What operating systems must be supported?**

a. Desktops

b. Servers

c. Mainframes

- a. Desktops: Windows 7, 8, and Windows 10
- b. Servers: AIX, Linux, UNIX, and Windows 2008 and 2012
- c. Mainframe: zOS

{83} **Are Systems Management/Network Administration [monitoring] tools in place? Are they custom built or COTS? If COTS, what are they?**

FISA/OPA uses COTS monitoring tools: Whatsup GOLD, BMS Patrol, Solarwind, Riverbed, Tripwire, Redseal, and Varonis.

{187} **What Off the Shelf Systems are currently in use or are being considered?**

PeopleSoft and CGI Advantage Financial.

{196} **General, To better understand the scope, please provide information and document supports for the various Technology stacks/ Products/ Tools environment / landscape currently in place pertaining to the individual classes mentioned in the RFP. Any architectural designs and sizing data that can be shared by NYC-FISA&OPA?**

Any relevant information will be provided in the Task Order Request.

{9} What industry and best practice IT Service Management framework is in place, if any?

FISA/OPA employs aspects of the ITIL methodology.

{10} From a technology perspective how many of your software applications fall under a regulatory compliance program? All, most, or a few?

FISA/OPA follows accounting and payroll legal and government requirements.

{201} Section III - Scope of Services, 6,7,8 of 153, Please list the number of applications integrated with the identity management tool for provisioning and certification

FISA/OPA uses a number of products for identity and access management, including custom applications as well as 3rd party products including Tivoli Identity and Access Management and Active Directory. FISA/OPA also uses ACF2 and e-trust for user authentication for legacy applications and new development.

{202} Section III - Scope of Services, 6,7,8 of 153, How frequently are the access reviews carried out?

Access review frequency varies by application. Some are on a yearly basis, others as directed.

{203} Section III - Scope of Services, 6,7,8 of 153, Please provide the access management product used for single sign-on (single and cross domain)?

{208} Section III - Scope of Services, 6,7,8 of 153, Is there a privileged identity management solution being used by NYC? If so, please provide the name and version

FISA/OPA uses a number of products for identity and access management, including custom applications as well as 3rd party products including Tivoli Identity and Access Management and Active Directory. FISA/OPA also uses ACF2 and e-trust for user authentication for legacy applications and new development.

{204} Section III - Scope of Services, 6,7,8 of 153, How many applications (both internal and external) are integrated with access management product?

Most applications utilize one of the products above for centralized user authentication. Most business applications utilize their own internal code for user authorization. Some COTS products use their own repository for user authorization and authentication.

{205} Section III - Scope of Services, 6,7,8 of 153, Is Federation in place? If so, please provide the toolset specification and other relevant details.

No.

{206} Section III - Scope of Services, 6,7,8 of 153, If risk based authentication exist in the current state, please provide the product specifications

Risk based authentication does not exist.

{207} Section III - Scope of Services, 6,7,8 of 153, What are the different multi factor authentication techniques existing in the current state system?

Contractors may be asked to provide resources with experience across industry-standard tools.

{209} Section III - Scope of Services, 6,7,8 of 153, Is there an access governance solution\ being used by NYC? If so, please provide the name and version

Contractors may be asked to provide resources with experience across industry-standard tools.

{210} Section III - Scope of Services, 6,7,8 of 153, Please provide details about the product(s) (COTS or in-house developed tool) used for risk management

Contractors may be asked to provide resources with experience across industry-standard tools.

{211} Section III - Scope of Services, 6,7,8 of 153, Please provide the on-going activities being carried out in City of New York as part of infrastructure security management

FISA/OPA has a number of initiatives in progress that address security management concerns of the network, server, and application tiers.

{212} Section III - Scope of Services, 6,7,8 of 153, Please list the tools used for Penetration Testing, Vulnerability scanning and Application Security

Contractors may be asked to provide resources with experience across industry-standard tools.

{216} Class A and B, 6 and7, Data Administrator and Database Administrator are the 2 sample roles in Class A and B. Kindly elaborate. Please share the Database Name/version/volume/type - operational or Data Warehouse details.

Class A Data Administrator tasks may include advanced application configurations and/or data analysis. Class B Data Administrator tasks reflect those of a database systems administrator. Databases in use include DB2, IMS, Oracle, and SQL Server. Specific details would be included in the Task Order Request.

{217} General, Any Digital or Data related work is in scope? Please elaborate. Example - Analytics/ETL/BI reporting/dashboarding/Data Analysis/Big Data and any other.

Current applications have substantial ETL and BI reporting components using Business Objects and Cognos. Contractors may be asked to provide resources with experience across industry-standard tools.

{218} Section III - scope of services, 8 of 153, Please provide the following details on the existing data encryption solution in place at NYC- FISA & OPA (if any).

- 1. Product name**
- 2. Modules implemented**
- 3. No. of instance installation and location**

Contractors may be asked to provide resources with experience across industry-standard tools.

{219} Section III - scope of services, 8 of 153, Is there a requirement for Key Management solution to protect the encryption keys and key-rollover for a definite period of time. If yes, please share details on the existing key management solution in place (if any).

Contractors may be asked to provide resources with experience across industry-standard tools.

{259} Can you provide some info on current IT projects being done at FISA?

FISA/OPA has used the current Consultant Pool for staff augmentation that supported projects managed by FISA/OPA, including upgrades to the City's enterprise-wide financial, personnel, and timekeeping systems.

IX. Miscellaneous

{119} **Will other NYC agencies be permitted use of this contract, or is it limited to only NYC FISA?**

{174} **Will other agencies be using this contract?**

{266} **Section II – (A. Purpose of RFP) – Does this bid cover all City Agencies or just FISA/OPA?**

This RFP is limited to FISA/OPA.

{1} **Is it mandatory to have Vendex ID to provide service to FISA and OPA? If mandatory; can a supplier mention “application is in process” while submitting the RFP?**

{T31} **Do subcontractors have to be VENDEX registered before the proposal is due?**

{93} **Appendix A Section 2.04 VENDEX (p. 55) How and when do the VENDEX Questionnaires need to be filed?**

Vendors under consideration for award of contracts must have complete VENDEX Questionnaires for their organization and principals on file. Upon selection, each successful proposer will be required to submit proof of filing of the appropriate VENDEX Questionnaires. FISA/OPA will advise vendors of when these forms are required to be submitted. For information on VENDEX submission please go to <http://www1.nyc.gov/site/mocs/resources/forms.page>. Vendors are required to have a Vendor ID. Please go to the Payee Information Portal at <https://a127-pip.nyc.gov/webapp/PRDPCW/SelfService> to obtain an ID.

{172} **Is Class F subject to Directive 31?**

Comptroller's Directive No. 31 applies to any services under each Contract that are billed on a time-based basis, regardless of the Class(es) that the Contract covers.

{195} **Section III - C and 6.1.5 under ‘Recitals’ (The agreement), 10 of 153, 8 of 88, Kindly share a copy of the New York City Charter - for contractor to understand the “applicable legal restrictions” & “applicable legal authorizations” mentioned in the RFP document.**

The New York City Charter is available from the New York State Legislature Laws of New York website: <http://public.leginfo.state.ny.us/lawssrch.cgi?NVLWO:>.

{44} **Regarding the incumbents – what improvements would you have made to their service over this last contract term? What changes would you have made?**

FISA/OPA chooses not to respond to this question. Proposers will be evaluated on their own qualifications.

[END OF PAGE]

X. Current Consultant Pool Information Sheet

June 1, 2013 to date

Current Consultant Pool Vendor	Amount Spent
Adil Business Systems, Inc.	\$84,730
American Cybersystems	\$2,440,000
Axelon Services	\$271,890
Business Instruments Corporation	\$0
CMA	\$0
COMSYS Services, LLC	\$1,170,000
eDelta Consulting	\$0
Hudson Valley Systems, Incorporated	\$0
IIT, Incorporated	\$305,540
iT Resource Solutions.net, Inc.	\$0
Lincoln Computer Services	\$0
Link2Consult	\$472,370
Momentum Resource Solutions, LLC	\$533,680
NTT Data, Inc.	\$3,030,000
Premier Consulting Group	\$411,730
Prutech Solutions, Incorporated	\$0
Ricomm Systems	\$0
RK SOFTWARE INC	\$0
RMS Computer Corporation	\$55,300
Sharp Decisions, Inc.	\$1,970,000
Stefanini, Inc.	\$0
Tailwind Associates (KMQ Enterprises)	\$293,780
TCA Consulting Group, Incorporated	\$175,370
TEJ Technologies, Incorporated	\$615,420
Tekmark Global Solutions LLC	\$12,830,000
TEKsystems, Incorporated	\$156,510
Universal Technologies, LLC	\$590,160
Winbourne Consulting, Inc.	\$0
Total:	\$25,406,480