



# Department of Civil Service

## INVITATION FOR BIDS **AMENDED**

ENTITLED:

**“Application Management System (AMS) IFB”**

RELEASE DATE:

**Friday, August 8, 2025**

BID SUBMISSION DUE DATE:

**August 29, 2025**

**IMPORTANT NOTICE:** A Restricted Period under the Procurement Lobbying Law is currently in effect for this Procurement, and it will remain in effect until State Comptroller approval of the resultant Contract. During the Restricted Period for this Procurement ALL communications must be directed, in writing, solely to the Designated Contact as listed in Section 2 of this IFB and shall be in compliance with the Procurement Lobbying Law and the NYS Department of Civil Service “*Rules Governing Conduct of Competitive Procurement Process*” (refer to IFB, Section 2: Procurement Administrative Information).

**All inquiries, questions, filings, and submission of  
Bids must be directed in writing to:**

Dyane McGee  
New York State Department of Civil Service  
Attn: Office of Financial Administration,  
Empire State Plaza, Swan Street Building – Core 1  
Albany, New York 12239  
[DCScontracts@cs.ny.gov](mailto:DCScontracts@cs.ny.gov)

Timothy R. Hogues  
Commissioner  
NYS Department of Civil Service

Jessica Rowe  
Deputy Commissioner for Merit  
System Operations  
NYS Department of Civil Service

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## **SECTION 1: INTRODUCTION**

### **1.1 Timeline of Key Events**

<b>EVENT</b>	<b>DATE</b>
Issuance of Invitation for Bids	Friday, August 8, 2025
Deadline for Submission of Written Questions	Friday, August 15, 2025, 4:00 PM ET
Responses to Written Questions Posted	Friday, August 22, 2025
Deadline for Submission of Proposals	Friday, August 29, 2025, 12:00 Noon
Anticipated Tentative Award	Friday, August 29, 2025, 11:59 PM
Anticipated OSC Approval of Contract Award	Thursday, October 16, 2025
Anticipated Project Services Start Date	Friday, October 17, 2025

### **1.2 Purpose**

The Department of Civil Service (Department or DCS) is issuing this Invitation For Bids (IFB), entitled “Application Management System (AMS) IFB” to seek bid submissions from responsive and responsible Bidders who are authorized to resell or actively in the process of becoming an authorized reseller of Eightfold AI Inc. (Eightfold) or equivalent software products and services AND are certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB). This Solicitation seeks to establish Contract C000770 to procure Eightfold or equivalent products and services, through a reseller, for DCS to implement and maintain an Application Management System.

For purposes of this IFB, “or equivalent” is defined as meaning any other software product or service which, in the sole opinion of DCS, is equal in performance, form, function, utility, quality and design in such a way that the software product or service is directly interchangeable with the referenced Eightfold product or service being compared to, without modification or customization.

This IFB defines minimum contract requirements, details response requirements, and outlines the Department’s process for evaluating responses and selecting a qualified organization (Offeror). It is the Department’s intent to execute an Agreement with one (1) Offeror selected from this IFB, which will be the sole contact regarding all provisions of the Contract. The Offeror must agree to be bound by its Proposal which will be explicitly incorporated by reference into the resulting Contract.

The Department will purchase items off of the contract resulting from this IFB on an as needed basis. The quantities within the financial proposal are estimates and do not represent a guarantee of any particular level of purchases.

The Contract resulting from this Solicitation shall be an estimated quantity Contract. No specific quantities are represented or guaranteed, and the State provides no guarantee of utilization. The Contractor must furnish all quantities actually ordered at or below the Contract prices. The actual value of the resultant Contract is indeterminate and will depend upon the utilization of the resulting Contract.

Numerous factors could cause the actual quantities of Products purchased, under a Contract resulting from this Solicitation, to vary substantially from the estimates in the Solicitation. Such factors include, but are not limited to, the following:

- There is no guarantee of quantities to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases.
- The individual value of the Contract is indeterminate and will depend upon actual utilization, demand, and actual quantities ordered during the contract period.
- By submitting a Bid, Bidder acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the resulting Contract could vary substantially from the estimates provided in this Solicitation.

This IFB and other relevant information may be reviewed at:

<https://www.cs.ny.gov/2AMS2025IFB/>.

### **1.3 Period of Performance**

It is the intent of the Department to enter into an Agreement for a term consisting of five (5) years from the Project Services Start Date. The Project Services Start Date is the date OSC approves the Contract.

In accordance with New York State policy and New York State Finance Law section 112(2), the resulting contract is deemed executory until it has been approved by the New York State Attorney General's Office (AG) and approved and filed by the New York State Office of the State Comptroller (OSC).

### **1.4 Overview of the Department's Application Structure**

DCS is the lead agency for human resource management for New York State (State) government and is constitutionally mandated to ascertain the merit and fitness of candidates for positions in State government. DCS also assists localities in their evaluation of candidates' merit and fitness by providing examinations and technical assistance.

DCS is in the midst of historic transformation of its merit system operation to create a superior customer experience while streamlining, strengthening and automating civil service policies and practices. A key element of the DCS transformation is the

implementation of an AMS. It is intended that the AMS will provide jobseekers a user friendly and efficient way to apply to positions in State and local governments while automating the assessment of merit and fitness for entry level positions in State and local agencies. In addition, the AMS will provide efficiencies in State and local government human resource business processes from recruitment through probation of employees.

### **1.5 Minimum Offeror Eligibility Requirements**

Offerors must meet the following Minimum Offeror Eligibility Requirements to be eligible to submit a Proposal. Offeror means any responsible and eligible entity submitting a responsive Proposal to this IFB. Failure to meet these Minimum Offeror Eligibility Requirements will result in a Proposal being found non-responsive and will be eliminated from consideration.

1. The Offeror must, at time of Proposal submission, possess the legal capacity to enter into a Contract with the Department including all registrations, filings, approvals, authorizations, consents, and examinations required by any governmental authority for the provision of the delivery of Project Services (as detailed in Section 3 of this IFB).
2. The Offeror must represent and warrant that, at time of Proposal submission, it possesses adequate staffing resources, financial resources, and organizational capacity to perform the type, magnitude, and quality of work specified in the IFB.
3. The Offeror must be authorized to resell or actively in the process of becoming an authorized reseller of Eightfold or equivalent software products and services at the time of contract execution.
4. The Offeror must, at time of Proposal submission, be a New York State certified Service-Disabled Veteran Owned Business.
5. At the time of Proposal submission, the Eightfold or equivalent products being proposed by the Offeror must already support single sign-on via the NY.GOV Authentication System.

### **1.6 Entirety of Resulting Contract; Conflict of Documents and Clauses**

The Contract resulting from this solicitation shall be deemed inclusive of the following documents. Only documents expressly mentioned below shall be deemed a part of the resulting Contract, unless DCS in its sole discretion determines otherwise. Conflicts between the documents shall be resolved in the following order of precedence:

- A. Appendix A – Standard Clauses for New York State Contracts, dated June 2023;
- B. Any Amendments to the body of the Contract;

- C. The Contract body and other writing(s) setting forth the final agreements, clarifications and terms between the IFB and Contractor's Bid. Clarifications must be specifically noted in writing as to what was offered by the Contractor and what was accepted by the State. If not, such clarifications shall be considered last in the order of precedence;
- D. Appendix B-1 – (Standard Clauses for all Department Contracts), dated August 2025;
- E. Appendix C-1 – (New York State Department of Civil Service Information Security Requirements for Cloud Services), dated June 2025
- F. Appendix D – MWBE/EEO/SDVOB Requirements
- G. Appendix E – Insurance Requirements
- H. Appendix F – Schedule of Fees
- I. Official Response to Questions from the Vendors
- J. This IFB including any Addenda (other than Appendix A) applicable to DCS
- K. Selected Contractor's Bid or Proposal, including any clarifications resulting from Demonstrations, Management Interviews or Department Requests for Clarifications and Contractor's responses; and
- L. Eightfold or equivalent product Master Subscription Agreement\*

\*\* For purposes of this IFB a Master Subscription Agreement is defined as the document that outlines the terms and conditions for using a subscription-based service for a cloud-based application.

## **SECTION 2: PROCUREMENT ADMINISTRATIVE INFORMATION**

This Procurement is subject to the New York State competitive bidding laws and also governed by, at a minimum, the legal authorities referenced below. An Offeror must fully comply with the provisions set forth in this section of the IFB, as well as the provisions of Appendix A – the Standard Clauses for New York State Contracts, Appendix B-1– the Standard Clauses for All Department Contracts, Appendix C-1 – Information Security Requirements for Cloud Services, Appendix D – MWBE/EEO/SDVOB Requirements, Appendix D-1 – MWBE/EEO/Quarterly Reports and Appendix E – Insurance Requirements which will become a part of the resulting contract. The Department will consider for evaluation and selection purposes only those Offerors who agree to comply with these provisions.

The following administrative information will apply to this IFB. Failure to comply fully with the following information may result in disqualification of your proposal.

This IFB outlines the terms and conditions, and all applicable information required for submission of a proposal. Proposers should pay strict attention to the Deadline for Submission of Proposals in Section 1.0 (Calendar of Events) to prevent disqualification. To ensure compliance with these requirements and to prevent possible disqualification, Proposers should follow the format and instructions contained in this document.

Attachment 1 Offeror's Certification Form contains information that is required to be certified and impacts the entire procurement process. Offerors are encouraged to read and understand these attestations as a first step in this IFB.

The Offeror is required to review Appendix A – Standard Clauses for New York State Contracts. Appendix A contains important information related to the contract to be entered into as a result of this IFB and will be incorporated, without change or amendment, into the contract entered into between the Department and the selected Offeror. By submitting a response to the IFB, the Proposer agrees to comply with all the provisions of Appendix A.

The Offeror is also required to review, and is requested to have legal counsel review, *Draft Contract* (Exhibit 1) as the Offeror must be willing to enter into an Agreement substantially in accordance with the terms should the Proposer be selected for contract award.

## **2.1 Procurement Integrity/Restrictions on Communication**

All inquiries, questions, filings, and submission of Proposals in regard to the IFB must be directed in writing to the Designated Contact listed below. Proposals may not be submitted by e-mail or facsimile. Any inquiries, questions, filings or submission of Proposals that are submitted to any other contact or physical address shall not be considered as official, binding, or as having been received by the Department.

### **1. Designated Contact**

In accordance with New York State Finance Law § 139-j(2)(a) (Procurement Lobbying Law (PLL)), the following individual is the Designated Contact for this Solicitation. All questions relating to this Solicitation must be addressed to the following Designated Contact:

Dyane McGee  
New York State Department of Civil Service  
Attn: Office of Financial Administration,  
Empire State Plaza, Swan Street Building – Core 1  
Albany, New York 12239  
[DCScontracts@cs.ny.gov](mailto:DCScontracts@cs.ny.gov)



## **2. Restrictions on Contacts Between Offerors and State Staff During the Procurement Process**

- a. Pursuant to New York State Finance Law sections 139-j and 139-k, this Procurement imposes certain restrictions on communications between the Department and an Offeror during the procurement process. An Offeror is restricted from making contacts unless the contact falls within certain statutory exceptions (“permissible contacts”) set forth in State Finance Law §139-j(3)(a), from the earliest posting, on the Department’s website, in a newspaper of general circulation, or in the procurement opportunities newsletter in accordance with Article 4-C of the Economic Development Law, of written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method provided for by law or regulation for soliciting a response from Offerors intending to result in a contract with the Department through final award and approval of the contract by the Department and, if applicable, the Office of the State Comptroller). This time period is defined as the Restricted Period. The Designated Contact for this procurement is set forth in section 2.1.1 of this IFB. Staff is required to obtain certain information from an Offeror whenever contacted about the procurement during the restricted period and is required to make a determination of the Offeror’s responsibility that addresses the Offeror’s compliance with the statutory requirements. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Offeror is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found at <https://www.ogs.ny.gov/ACPL/>.
- b. The Department strictly controls communications between any Offeror and participants in the procurement process. “Offeror” means the individual or entity, or any employee, agent or consultant or person acting on behalf of such individual or entity, who contacts the Department about a governmental procurement during the restricted period of such governmental procurement whether or not the caller has a financial interest in the outcome of the procurement; provided, however, that a governmental agency or its employees that communicate with the Department regarding a governmental procurement in the exercise of its oversight duties shall not be considered an Offeror. “Offeror” includes prospective Offerors prior to the due date for the submission of offers/Proposals in response to the solicitation document.

## **3. Submission of Errors or Omissions in this IFB Document**

If an Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in this IFB, the Offeror shall immediately notify the Department’s Designated Contact via the email address listed in Section 2.1.1 of the IFB of such error or omission and request clarification or modification of the document.

If, prior to the Deadline for Submission of Bids, an Offeror fails to notify the Department of a known error or omission or an error or omission that reasonably should have been known, the Offeror shall assume the risk of bidding. If awarded the Contract, the Offeror shall not be entitled to additional compensation by reason of the error or omission or its correction.

The Department reserves the right to determine and act in the best interests of the State in resolving any assertion of error or omission in this IFB document.

#### **4. Submission of Questions**

Using the *Questions Template* (Attachment 3), a prospective Offeror may submit questions concerning the content of this IFB via email to the Designated Contact's address specified in Section 2 of this IFB. Only those questions received prior to the Questions Due Date specified in Section 1 of this IFB will be accepted. After the Questions Due Date, the Department will provide an email notification of the posting of all questions and the Department's official answers to all those individuals who provided an email address on the submitted *Offeror's Certification Form* (Attachment 1), and the *Questions Template* (Attachment 3). The questions and answers will also be posted to: <https://www.cs.ny.gov/2AMS2025IFB/>.

[**Note:** See Bid Deviations section below, specifically Section 2.1.6(b) with regard to submission of questions.]

#### **5. Submission of Proposal**

The Department has provided a *Bid Submission Checklist* (Exhibit 2) to assist with organizing your proposal. Each Offeror must submit its Bid submission in the method outlined below:

##### **Bid Submission Requirements: TWO USB Flash Drives**

The Offeror must submit **two** USB flash drives. One USB flash drive will be your Bid submission and should be saved on the USB drive as Adobe, searchable, files. **(Please see exception below)** The files must be representative copies of the original documents, including signatures.

***Schedule of Fees* (Attachment 8 or 8A) must be completed using the provided Excel file and must be saved to the USB in an Excel format.**

The second USB must meet the needs found in Section 2.2.1.b Disclosure of Bid Contents - Freedom of Information Law (FOIL).

At the time of Proposal submission, the Offeror is required to identify the portions of its Proposal that it is requesting to be redacted in the event that its Proposal is the subject of a FOIL request or is a contract the Department chooses to post on its public facing webpage as follows.

The Offeror must provide an electronic copy of Attachment 5 as well as the Administrative Proposal, the Technical Proposal, and the Financial Proposal on a separate, second USB storage drive and reflect the Offeror's requested redactions. The electronic documents must be prepared in PDF format. Each specific portion of the Proposal documents requested to be protected from FOIL disclosure must be identified using the Adobe "Mark for Redaction" function; do not use the "Apply Redactions" function; or by highlighting such portions in yellow. The resulting documents must show the Offeror's requested redactions as outlined, while the content remains visible. This will allow the Department to either apply or remove requested redactions when responding to FOIL requests. The documents included on the USB storage drive must be complete Proposals, including all Attachments. No section may be omitted from the USB storage drive even if the entire section is requested to be redacted; such sections should be marked for redaction, not removed. For forms, attachments, and charts, please mark for redaction only those cells/fields/entries that meet the criteria for protection from FOIL, not the entire page. Do not request redaction of Department-supplied materials or information.

Clearly mark the envelope and your USB flash drive as "Application Management System [Offeror's Name]." Proposal or FOIL (Both USB's can be in 1 envelope, please clearly label each USB.)

**[Note:** Any bid submission that deviates from these bid submission requirements may be deemed non-responsive. Submission of other types of data storage devices will not be accepted.]

The Offeror must retain the original bid documents in its records. If the Offeror is selected for award, the Offeror must submit wet ink signed documents to the Department prior to contract execution.

It is the Offeror's responsibility to ensure that the USB flash drive is free from any and all malicious software and that the files are accessible and uncorrupted. The Offeror should scan the USB flash drive before submission to ensure there is no malicious software (i.e., malware) on the drive and that all files are accessible and uncorrupted. The Department will perform a security scan on the USB flash drive before accessing the stored files. If the security scan identifies malicious software, or the files are inaccessible or corrupted, the Department may reject the submission and disqualify the Offeror from further consideration.

**[Note:** Documents requiring signature should be signed with an ink pen (i.e., wet signature). Bids submitted with e-signatures or scanned signatures may be accepted by the Department, at the Department's discretion, subject to the requirements set forth herein. The Offeror must retain the original Proposal documents in its records. If the Offeror is selected for award, the Offeror must submit wet ink signed documents to the Department prior to contract execution.]

## **Submission Delivery**

All Submissions must be mailed or hand-delivered to the address provided in Section 2.1.1 of this IFB. To make arrangements for hand-delivery, the Offeror must notify the Designated Contact twenty-four hours (24) prior to delivery. All Submissions must be received by 12 Noon ET on the Submission Due Date as set forth in Section 1.1 of the IFB.

Any submissions received after 12 Noon ET on the Submission Due Date, as specified in Section 1.1, may not be accepted by the Department and may be returned to the submitting entity at the Department's discretion. All Submissions become the property of the Department.

The Department will accept amendments and/or additions to an Offeror's Submission if the amendment and/or addition is received by the Submission Due Date. All amendments to an Offeror's Submission must be submitted in accordance with the format set forth in Section 1.1 of this IFB and will be included as part of the Offeror's Submission.

An Offeror is solely responsible for timely delivery of the Submission to the Department prior to the Submission Due Date stated in Section 1.1 of this IFB. Delays in United States mail deliveries or any other carrier, including couriers or agents of New York State, shall not excuse late bid submissions. If the Submission is delivered by mail or courier, the Department recommends that it be sent "Returned Receipt Requested", so the Offeror obtains proof of timely delivery. No phone, facsimile or e-mail Submissions will be accepted for this IFB. In addition, it is the sole responsibility of the Offeror to verify that all elements of the Submission are complete, correct and without error.

## **6. Bid Deviations**

- a. The Department will not entertain bid deviations to *Standard Clauses for New York State Contracts* (Appendix A). The Department will also not entertain material and substantive bid deviations to the solicitation to *Standard Clauses for All Department Contracts* (Appendix B-1), *Information Security Requirements for Cloud Services* (Appendix C-1) *MWBE/EEO/SDVOB Requirements* (Appendix D) and the *Insurance Requirements* (Appendix E). NYS law precludes awarding a contract based on material deviation(s) from the specifications, terms, and/or conditions set forth in the solicitation. Therefore, Submissions containing a bid deviation (including additional, inconsistent, conflicting or alternative terms) that are a material and substantive change from the specifications, terms, and conditions set forth in the solicitation may render the Submission non-responsive and may result in rejection of the submission.
- b. If Offeror has an issue or concern regarding provisions in the solicitation and is considering a submission containing a bid deviation, Offeror is strongly advised

to raise such issues and/or concerns during the question-and-answer period so that the Department may give due consideration to the issue prior to submission. Failure to use the question-and-answer period and instead submitting a bid deviation could render the entire Submission non-responsive and rejected in its entirety.

- c. In general, a material and substantive bid deviation is one that would (i) impair the interests of New York State, (ii) place the successful Offeror in a position of unfair economic advantage, (iii) place other Offerors at a competitive disadvantage, or (iv) which, if it had been included in the original solicitation, could have formed a reasonable basis for an otherwise qualified Offeror to change its determination concerning the Submission. For example, a deviation that would substantially shift liability (risk) or financial responsibility from the Offeror to New York State would be considered material.
- d. Unless specifically required by the solicitation to be submitted as part of an Offeror's submission, an Offeror is further advised that its standard, pre-printed material (including but not limited to product literature, order forms, manufacturer's license agreements, standard contracts or other pre-printed documents), which are physically attached or summarily referenced in the Offeror's Submission are not considered as having been submitted with or intended to be incorporated as part of the official offer contained in the Submission. Rather, such material shall be deemed by the Department to have been included by Offeror for informational or promotional purposes only. If such materials are requested by the solicitation, an Offeror must ensure that the materials are properly referenced.
- e. To submit a bid deviation, an Offeror must complete and submit the proposed deviation(s) using the *Bid Deviations Template* (Attachment 4), as part of the Bid Submission. If a bid deviation does not meet these requirements, it shall not be considered by the State and shall be rejected.
- f. An Offeror who does not submit the *Bid Deviations Template* (Attachment 4), as part of the Bid Submission is presumed to have no bid deviations.

## **7. Department of Civil Service Reservation of Rights**

An Offeror is required to submit the signed and notarized *Offeror's Certification Form* (Attachment 1) with its Administrative Proposal submission. This notarized attachment sets forth the Offeror's attestation and agreement to abide by laws, Procurement Guidelines, and Executive Orders governing New York State Procurement and any additional requirements set forth in this IFB.

In addition to any rights articulated elsewhere in this IFB, the Department reserves the right to:

- a. Make or not make an award under the IFB, either in whole or in part;

- b. Prior to the Proposal opening, amend the IFB. If the Department elects to amend any part of this IFB, such amendments will also be posted to <https://www.cs.ny.gov/2AMS2025IFB/>. Prior to the Proposal opening, and direct Offerors to submit Proposal modifications addressing subsequent IFB amendments;
- c. Withdraw this IFB, at any time, in whole or in part, prior to OSC approval of award of the Contract;
- d. Waive any requirements that are not material;
- e. Disqualify any Offeror whose conduct and/or Proposal fails to conform to any of the mandatory requirements of this IFB;
- f. Require clarification at any time during the Procurement process and/or require correction of apparent errors for the purpose of assuring a full and complete understanding of an Offeror's Proposal and/or to determine an Offeror's compliance with the requirements of this IFB;
- g. Reject any or all Proposals received in response to this IFB;
- h. Change any of the scheduled dates stated in this IFB;
- i. Seek clarifications and revisions of Proposals;
- j. Establish programmatic and legal requirements to meet the Department's needs, and to modify, correct, and/or clarify such requirements at any time during the Procurement, provided that any such modifications would not materially benefit or disadvantage any particular Offeror;
- k. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the Offerors;
- l. For the purposes of ensuring completeness and comparability of the Proposals, analyze submissions and make adjustments or normalize submissions in the Proposal(s), including the Offeror's technical assumptions, and underlying calculations and assumptions used to support the Offeror's computation of costs, or to apply such other methods it deems necessary to make level comparisons across Proposals;
- m. Use the Proposal, information obtained through any site visits, and the Department's own investigation of an Offeror's qualifications, experience, ability or financial standing, and any other material or information submitted by the Offeror in response to the Department's request for clarifying information, if any, in the course of evaluation and selection under this IFB;

- n. Negotiate with the successful Offeror within the scope of this IFB in the best interests of the Department;
- o. Utilize any and all ideas submitted in the Proposal(s) received except to the extent such information/ideas are protected under the New York State Freedom of Information Law, Article 6 of the Public Officers Law as critical infrastructure information or trade secrets;
- p. Begin negotiations with another Offeror should the Department be unsuccessful in negotiating a Contract with the selected Offeror within thirty (30) calendar days;
- q. Unless otherwise specified in this IFB, every offer is firm and not revocable for a minimum period of one hundred and eighty (180) days from the Proposal Due Date as set forth in the IFB; and
- r. Any Offeror whose Proposal might become eligible for a tentative award may be asked to extend the time for which its Proposal shall remain valid if the original award is withdrawn.

## **8. Disclaimer**

The Department is not liable for any costs incurred by any Offeror prior to approval of the Contract by OSC. Additionally, no costs will be incurred by the Department for any prospective Offeror or Offeror's participation in any Procurement-related activities. Further, the Department shall not be liable for any costs incurred by the Offeror prior to performing the activities set forth in Section 3 of this IFB. The Department has taken care in preparing the data accompanying this IFB (hard copy attachments, website attachments, and sample document attachments). However, the Department does not warrant the accuracy of the data. The numbers or statistics which appear in hardcopy attachments, website attachments, and sample document attachments referenced throughout this IFB are for informational purposes only and should not be used or viewed by prospective Offerors as guarantees or representations of any levels of past or future performance or participation. Accordingly, prospective Offerors should rely upon and use such numbers or statistics in preparing their Proposal at their own discretion.

## **2.2 Compliance with Applicable Laws, Rules and Regulations, and Executive Orders**

This Procurement is subject to the New York State competitive bidding laws and also governed by, at a minimum, the legal authorities referenced below. An Offeror must fully comply with the provisions set forth in this section of the IFB, as well as the provisions of the *Standard Clauses for New York State Contracts* (Appendix A), the *Standard Clauses for All Department Contracts* (Appendix B-1), *Information Security Requirements for Cloud Services* (Appendix C-1), *MWBE/EEO/SDVOB Requirements* (Appendix D),

*Insurance Requirements* (Appendix E), and *Schedule of Fees* (Attachment 8 or 8a), which will become a part of the resulting Contract. The Department will consider for evaluation and selection purposes only those Offerors who agree to comply with these provisions and whose Proposal contains the submission required hereunder.

## **1. Disclosure of Proposal Contents – Freedom of Information Law (FOIL)**

### **NOTICE TO OFFEROR AND ITS LEGAL COUNSEL**

All materials submitted by an Offeror in response to this IFB shall become the property of the Department and may be returned to the Offeror at the sole discretion of the Department. Proposals may be reviewed or evaluated by any person, other than one associated with a competing Offeror, designated by the Department. Offerors may anticipate that Proposals will be evaluated by staff and consultants retained by the Department and may also be evaluated by staff of other New York State Agencies. The Department has the right to adopt, modify, or reject any or all ideas presented in any material submitted in response to this IFB.

The Department shall take reasonable steps to protect from public disclosure any records or portions thereof relating to this solicitation that are exempt from disclosure under FOIL. Information constituting trade secrets or critical infrastructure information for purposes of FOIL must be clearly marked and identified as such by the Offeror upon submission. To request that materials be protected from FOIL disclosure, the Offeror must follow the procedures below regarding FOIL. If an Offeror believes that any information in its Proposal or supplemental submission(s) constitutes proprietary and/or trade secret or critical infrastructure information and desires that such information not be disclosed pursuant to the New York State Freedom of Information Law, Article 6 of the Public Officers Law, the Offeror must make that assertion by completing a *FOIL Redaction Chart* (Attachment 5). The Offeror must complete the form specifically identifying by page number, line, or other appropriate designation, the specific information requested to be protected from FOIL disclosure and the specific reason why such information should not be disclosed. Page 2 of *FOIL Redaction Chart* (Attachment 5) contains information regarding appropriate justification for protection from FOIL disclosure. Vague, non-specific, or summary assertions that material is proprietary, or trade-secret are inadequate and will not result in protection from FOIL disclosure.

The completed *FOIL Redaction Chart* (Attachment 5) must be submitted to the Department as part of the Administrative Proposal and additionally please follow instructions regarding submission of a separate USB storage drive as described below.

If the Offeror chooses not to assert any Proposal material and/or supplemental submission should be protected from FOIL disclosure, the Offeror should check the applicable box on *FOIL Redaction Chart* (Attachment 5) and submit Attachment 5 as part of their Administrative Proposal. If a completed *FOIL Redaction Chart*



(Attachment 5) form is not submitted, the Department will assume that the Offeror chooses not to assert that any proposal material or supplemental submission, as applicable, should be protected from FOIL disclosure.

Acceptance of the identified information by the Department does not constitute a determination that the information is exempt from disclosure under FOIL. Determinations as to whether the materials or information may be withheld from disclosure will be made in accordance with FOIL at the time a request for such information is received by the Department.

a. Requested Redactions - Second USB Storage Drive:

At the time of Proposal submission, the Offeror is required to identify the portions of its Proposal that it is requesting to be redacted in the event that its Proposal is the subject of a FOIL request as follows.

- i. The Offeror must provide an electronic copy of Attachment 5 as well as the Administrative Proposal, the Technical Proposal, and the Financial Proposal on a **separate, second USB storage drive** and reflect the Offeror's requested redactions. The electronic documents must be prepared in PDF format. Each specific portion of the Proposal documents requested to be protected from FOIL disclosure must be identified using the Adobe "Mark for Redaction" function; do not use the "Apply Redactions" function; or by highlighting such portions in yellow. The resulting documents must show the Offeror's requested redactions as outlined, while the content remains visible. This will allow the Department to either apply or remove requested redactions when responding to FOIL requests. The documents included on the USB storage drive must be complete Proposals, including all Attachments. No section may be omitted from the USB storage drive even if the entire section is requested to be redacted; such sections should be marked for redaction, not removed. For forms, attachments, and charts, please mark for redaction only those cells/fields/entries that meet the criteria for protection from FOIL, not the entire page. Do not request redaction of Department-supplied materials or information.
- b. During the Proposal evaluation process, the Department may request additional information through clarification requests. Any requested redactions for additional written material provided by the Offeror in response to the Department's requests also must be submitted following the redaction instructions, above, however, may be returned as PDF attachments via Email when responding to clarification requests.
- c. Upon acceptance and signature of the Contract submitted for execution by the Department and approval by controlling agencies, if applicable, the Contractor is requested to provide any requested redactions of the signed contract at the time the Contractor signs and submits the contract to the

Department. The requested redactions from the executed contract may be emailed as a PDF with the above redaction methods requested.

## **2. Minority and Woman-Owned Business Enterprise (MWBE) Requirements, Service Disabled Veteran Owned Businesses (SDVOB) and Equal Employment Opportunity Requirements (EEO)**

### **MWBE Requirements**

Appendix D MWBE/EEO/SDVOB Requirements provides the policies and required forms of the Department with regard to participation by MWBE, EEO, and SDVOB with respect to Contracts with the Department. In accordance with the provisions outlined in Appendix D, it is the intention of the Department to provide real and substantial opportunities for certified M/WBE's and SDVOB's on all Department contracts. It is with this intention that the Department has assigned M/WBE participation goals to this contract.

For purposes of this procurement, the Department hereby establishes New York State certified minority-owned business enterprises ("MBE") **0%** participation and New York State certified women-owned business enterprises ("WBE") **0%** participation (collectively, "MWBE Contract Goals") based on the Project Services which are part of the Department's Exclusion list.

Proposers submitting a proposal in response to this IFB agree to make good-faith efforts to promote and assist the participation of certified M/WBEs and SDVOB's as subcontractors and suppliers on this project, for the provision of services and materials in an amount at least equal to **0% MBE** and **0% WBE** of the total dollar value of the contract to be entered into as a result of this IFB. The same firm cannot be used to fulfill both MBE and WBE requirements. These participation goals shall be applicable to the Contract as a whole and will be monitored by the Department for compliance.

Below is a link to the current directory of NYS certified M/WBE firms:

<https://ny.newnycontracts.com/frontend/searchcertifieddirectory.asp>

A Proposer shall respond to the participation goals established for MBE and WBE participation by completing the forms included in Appendix D.

### **EEO Requirements**

In addition to the requirements stated in Appendix A, Clause 12, and to ensure complete compliance with such requirements (and with the Article and the Regulations adopted pursuant thereto), the **Tentative Awardee is required** ~~Proposer shall to submit to the Department upon notice of the tentative award with its proposal~~—Contractor's/Subcontractor's EEO Staffing Plan of Anticipated Workforce; and further, selected Proposer shall submit on a semi-annual basis Contractor's/Subcontractor's EEO Workforce Utilization Report as found in Appendix D.

## **SDVOB Requirements**

Article 3 of the Veteran's Service Law establishes a program to encourage state agencies to foster the use of Service-Disabled Veteran-Owned Businesses (SDVOBs) on state contracts. OSC expects proposers to make good faith efforts to solicit active participation by New York State certified SDVOBs in the performance of the contract to be awarded as a result of this IFB. Such participation may be as partners, joint venturers, subcontractors, suppliers, protégés or other supporting roles. SDVOBs can be readily identified in the directory of certified businesses at: <https://online.ogs.ny.gov/SDVOB/search>

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

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

The Department established this procurement as a set aside contract pursuant to 9 NYCRR § 252.2(j). Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of other SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/Bidder/Contractor> is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov) to discuss methods of maximizing participation by SDVOBs on the Contract.

Under MWBE Requirements, if a firm is both a Certified MBE and WBE that same firm can only be used to fulfill either an MBE or WBE for the fulfillment of achieving the MWBE Goals. Under SDVOB requirements if a firm has SDVOB and MBE, WBE or both MWBE status, the firm may be used for either the MBE or WBE status and additionally be counted for SDVOB participation. For Example, Firm 123ABC is a NYS Certified MBE and WBE and a Certified SDVOB. This firm may be used to fulfill either the 15% MBE or 15% WBE goal and may also be used to fulfill the SDVOB goal.

### **3. New York State Required Certifications**

An Offeror is required to submit the signed *Offeror's Certification Form* (Attachment 1) with its Bid submission. This attachment sets forth the Offeror's attestation that

the Offeror meets the minimum qualifications and has binding authority to submit a Bid. Additionally, it acknowledges and attests the Offeror's ability to meet the minimum requirements to bid, as well as certifying compliance with the MacBride Fair Employment Principles and Non-Collusive Bidding Certification as well as attestation the Offeror has read and will abide by New York State Finance Law 139 j-k Lobbying Law and its permissible contacts. It also sets forth the certifications regarding compliance with the Federal Americans with Disabilities Act, compliance with the New York State Public Officers Law, certification required under Executive Order No. 177 and certification required by New York State Finance Law section 139-l regarding written sexual harassment policies and Executive Orders 14 and 16, certifying the offeror is not a Russian entity or doing business with a Russian entity.

#### **4. New York Subcontractors and Suppliers**

An Offeror is required to complete the New York State Subcontractors and Suppliers section found in Attachment 1 and must be submitted with the Offeror's Administrative Proposal. New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the State and the nation. In recognition of their economic activity and leadership in doing business in NYS, an Offeror for this IFB is strongly encouraged and expected to consider NYS businesses in the fulfillment of the requirements of the Contract. Such partnering may be as subcontractors, suppliers, protégés, or other supporting roles.

#### **5. Consultant Disclosure Requirement**

The Offeror Awarded must complete the Attachment 6, New York State Consultant Services Contractor's Planned Employment form for all employees proposed to provide Project Services under the Contract whether employed by the Offeror or a Subcontractor. Chapter 10 of the Laws of 2006 requires State contractors to disclose, by employment category, the number of persons employed to provide services under a contract for consulting services, the number of hours worked, and the amount paid to the contractor by the State as compensation for work performed by those employees. The law defines contracts for consulting services to include any contract entered into by a State agency for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services.

Further, the selected Contractor will be required to report annually to the Department and OSC the employment information described above, including work performed by subcontractors. Further information about these requirements can be found at:

[www.osc.ny.gov/files/state-agencies/contracts/xreports/2020/forma/DOH01-C029347-3450000.pdf](http://www.osc.ny.gov/files/state-agencies/contracts/xreports/2020/forma/DOH01-C029347-3450000.pdf).

## **6. New York State Tax Law Section 5-a**

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

An Offeror is required to file the completed and notarized Form ST-220-CA with the Department certifying that the Offeror filed the ST-220-TD with DTF. If the forms are not completed and returned with Proposal submission, the Offeror should complete and return the certification forms within five (5) business days from the date of request. Failure to make either of these filings may render an Offeror non-responsive and non-responsible. The Offeror must take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Website links to the Offeror certification forms and instructions are provided below.

Form ST-220-TD must be filed with and returned directly to DTF and can be found at: [https://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](https://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf). Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the Offeror, its Affiliate(s), or its subcontractor(s), a new Form ST-220-TD must be filed with DTF.

Form ST-220-CA must be submitted to the Department. This form provides the required certification that the Offeror filed the ST-220-TD with DTF. This form can be found at: [https://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](https://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf)

**[Note:** Although these NYS Tax law forms are not required as part of the proposal, the State encourages Offerors to include them with their proposal to expedite contract execution if the Offeror is awarded the Contract.]

## **SECTION 3: PROJECT SERVICES**

The Department is seeking responsive and responsible Bidders who are authorized to resell or actively in the process of becoming an authorized reseller of Eightfold or equivalent software products and services AND are certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB). This Solicitation seeks to establish Contract

C000770 to procure Eightfold or equivalent products and services for DCS to implement an enterprise-wide AMS. The resulting enterprise applicant management system must be able to support a minimum of 350,000 users.

To implement and support the applicant management system the Offeror must provide Eightfold or equivalent products and services including, at a minimum:

### **3.1 Subscription Services**

#### **1. Duties and Responsibilities**

Awarded Contractor shall provide Eightfold or equivalent subscription services selected by the Department, which may include the following Eightfold products or equivalent products:

- a. Talent Intelligence Platform ("TIP") to enable integration with existing systems with artificial intelligence insights, encryption of data and enterprise level security and privacy;
- b. Talent Acquisition ("TA") Core to streamline hiring agencies' ability recruit and extend offers to candidates and elevate the candidate experience;
- c. Talent Acquisition CRM to provide additional communication and recruitment options for hiring agencies through talent communities and recruitment events;
- d. Talent Acquisition Candidate Experience to further improve the candidate experience through a candidate portal and personalized career site;
- e. Talent Acquisition Talent Tracking to provide additional efficiencies in requisition and offer management;
- f. Additional Sandbox environment;
- g. Elevate Success Plan to provide technical expertise and guidance on best practices; and
- h. Talent Management Core and Leadership Experience to improve agencies' ability to develop and retain employees.

DCS shall order Subscription Services from Contractor using a Transaction Document in a form agreed to and executed by authorized signatories of the Parties adhering to their respective Party's internal approval processes, with such Transaction Document delineating the Subscription Service being ordered. No verbal orders shall be valid.

## **3.2 Professional Services**

### **1. Duties and Responsibilities**

Awarded Contractor shall provide the Eightfold or equivalent Professional Services in connection with Department's decision to implement any of the selected Eightfold subscription services or equivalent and to provide functional consulting and systems integration services relating to the implementation or configuration of those services.

In connection with the Project, the Awarded Contractor, upon the Department's request, shall provide, the following Eightfold or equivalent Professional Services:

- a. To help establish a full range of additions, modifications, customizations, and enhancements to design and implement the enterprise-wide applicant management system;
- b. DCS shall order Eightfold or equivalent Professional Services from Contractor using a written Statement of Work (SOW) or other Transaction Document in a form agreed to and executed by authorized signatories of the Parties adhering to their respective Party's internal approval processes, with such Transaction Document delineating the services, Deliverable schedule(s), DCS and Contractor responsibilities, specifics of the engagement, and change in scope procedures. No verbal orders shall be valid; and
- c. Professional services may be provided on an hourly or on a Deliverable fixed price basis, as described further below.

### **1. Hourly Professional Services**

As described in the IFB and in Contractor's Bid, such services consist of but are not limited to installation, implementation, systems integration, design, architecture, customization, project management, ongoing support, maintenance, general systems/business consulting, systems programming, business continuity and other information technology related services as required.

#### **a. Skill Descriptions**

These shall be as described in the IFB and in Contractor's Bid and revised by mutual agreement of the Parties in any particular Transaction Document. Contractor will provide an hourly rate chart with job title, pricing for that resource, and any discount(s).

#### **b. Hourly Rates**

Hourly rates for Professional Services must be set forth in Contractor's Bid.

c. Discounts

During the term of this Contract, Contractor may propose discounts or special offers to DCS.

### **3.3 Deliverable-Based Professional Services**

The time frame for completion of a specific Deliverable, for Deliverable acceptance testing criteria, and for DCS review and approval of any particular Deliverable in a specific Deliverables-based engagement may be further described and modified in a particular Transaction Document/SOW. The Parties agree that a Transaction Document/SOW may also provide terms relating to DCS's right to withhold retainage or payment for non-performance that vary from any withholding terms stated elsewhere in this Contract. A Deliverable based payment structure, acceptable to the Department, will be detailed in the Transaction Document/SOW.

### **3.4 Eightfold or Equivalent Products and Services**

All Contractor employees, Subcontractors or agents performing Professional Services work under this Contract must be trained professional service providers who meet or exceed the technical and training qualifications, if any, set forth in the relevant Transaction Document.

### **3.5 Operational and Administrative Service Requirements**

#### **1. Duties and Responsibilities**

a. Staffing Requirements

In the *Formal Offer Letter* (Attachment 2), the Offeror must designate a single account executive ("Project Manager") accountable to the State and responsible for ensuring that the needs of the State are met. These activities include scheduling clients, coordinating activities with DCS, and resolving contractual or administrative issues, including but not limited to billing and scheduling problems. The Project Manager shall also notify the Department of any actual or anticipated events impacting the delivery of Project Services and present options available to minimize or eliminate the impact of those events on the delivery of services.

b. Key Staff

Throughout the term of the Contract, the Offeror must maintain an organization of sufficient size with staff that possesses the necessary skills



and experience to administer, manage, and oversee all aspects of the Project in a timely manner.

- i. The Key Staff must be comprised of qualified and experienced individuals who are acceptable to the Department and who are responsible for ensuring that resources are in place to operate the Project in a timely and efficient manner.
- ii. The Offeror must ensure that there is a process in place for the Key Staff to gain immediate access to appropriate corporate resources and senior management necessary to meet all Project requirements and to address any issues that may arise during the performance of the Contract.
- iii. The Offeror's Key Staff must be experienced, accessible and able to:
  - c. Provide timely responses within one (1) business day to administrative concerns and inquiries posed by the Department;
  - d. Immediately notify the Department, in writing, of actual or anticipated events impacting Project delivery of services such as, but not limited to, legislation, litigation, and operational issues;
  - e. Provide advice and recommendations regarding Project Services, including but not limited to technological improvements and innovation, with the understanding that the Department is under no obligation to act on such advice or recommendations; and
  - f. Ensure that the Project is in compliance with all legislative and statutory requirements. If the Offeror is unable to comply with any legislative or statutory requirements, the Department must be notified in writing immediately.

### **3.6 Travel and Lodging**

#### **1. Duties and Responsibilities**

Travel and lodging associated with required onsite staffing during deployment, configuration and/or modification of the Eightfold or equivalent products is allowable but must be first pre-approved in writing by the Department. Subject to contract modification, compensation for such travel will be provided at the same rates as established by the Office of the State Comptroller in the State of New York Office of the State Comptroller Travel Manual (<https://www.osc.state.ny.us/agencies/travel/manual.pdf>). Current rates are identified at the following website: <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

### **3.7 Security**

The Offeror, all products and services procured through the resulting contract AMS and all associated support processes and procedures must comply with DCS Appendix C-1, Information Security Requirements, and all applicable Federal and State laws and regulations concerning data security and personal privacy protection.

The Offeror shall be responsible for maintaining all NYS ingested Data in a secure and confidential manner and in accordance with the requirements of the IFB including Appendix C-1, Information Security Requirements.

### **3.8 Transition Period**

At the expiration or termination of the Agreement, at the Department's option, the Contractor must provide the Department with a copy of the Data, including metadata and attachments, readily-available, commercially standard format. The Contractor must provide the Department continued access to the Data beyond the expiration or termination of the Agreement for the period designated in the Contract. Thereafter, except for Data required to be maintained by law, the Parties' Business Associate Agreement, or this Agreement, Contractor shall destroy Data from its systems and wipe all its data storage devices to eliminate any and all Data from Contractor's systems. The sanitization process must comply with New York State Security Policy NYS-S13-003. If immediate purging of all data storage components is not possible, the Contractor will certify that any Data remaining in any storage component will be safeguarded to prevent unauthorized disclosures. Contractor must then certify to the Department, in writing, that it has complied with the provisions of this paragraph.

## **SECTION 4: ADMINISTRATIVE SUBMISSION**

This section of the IFB sets forth the requirements for the Offeror's Administrative Submission. The Administrative Submission should contain all requirements listed below. A bid that is incomplete may be eliminated from consideration. The information requested should be provided in the prescribed format. Responses that do not follow the prescribed format may be eliminated from consideration. All responses to the IFB will be subject to verification for accuracy.

### **4.1 Offeror's Certification Form- Mandatory**

Submit a PDF copy of the signed and notarized *Offeror's Certification Form (Attachment 1)*. Attachment 1 must be signed and notarized executed by an individual with the capacity and legal authority to bind the Offeror in its offer to the Department.

#### **4.2 Formal Offer Letter- Mandatory**

Submit the formal offer in the form *Formal Offer Letter (Attachment 2)*. Attachment 2 must be signed and executed by an individual with the capacity and legal authority to bind the Offeror in its offer to the Department. Except as otherwise permitted under section 2.1.6, Bid Deviations, the Offeror must accept the terms and conditions as set forth in this IFB, *Standard Clauses for New York State Contracts* (Appendix A), *Standard Clauses for All Department Contracts* (Appendix B-1), *Information Security Requirements for Cloud Services June 2025* (Appendix C-1), *MWBE/EEO/SDVOB Requirements* (Appendix D), *Insurance Requirements* (Appendix E), and agree to enter into Contract with the Department containing, at a minimum, the terms and conditions identified in this IFB and appendices as cited herein. If an Offeror proposes to include the services of a Subcontractor(s) or Affiliate(s), the Offeror must be required to assume responsibility for those services as “Prime Contractor.” The Department will consider the Prime Contractor solely responsible for contractual matters.

#### **4.3 Bid Deviations- Mandatory if any deviations are submitted**

Submit the *Bid Deviations Template (Attachment 4)*. See Section 2.1.6 for more information requirements for completing Attachment 4.

#### **4.4 FOIL Redaction Chart- Mandatory if redactions are requested**

Submit the *FOIL Redaction Chart (Attachment 5)* in accordance with Section 2.2.1 of the IFB.

#### **4.5 Key Subcontractors or Affiliates- Mandatory if meets items 1 or 2 below**

Complete the *Key Subcontractors or Affiliates* form (**Attachment 7**) to identify all Subcontractors or Affiliates with whom the Offeror subcontracts to provide Project Services. For purposes of reporting in the *Key Subcontractors or Affiliates* form (Attachment 7), Subcontractors include:

1. **All Subcontractors who will provide \$100,000 or more in Project Services over the term of the Contract that results from this IFB; or**
2. **Any vendor who will provide Project Services in an amount lower than the \$100,000 threshold, and who is a part of the Offeror’s Key Staff** (described in Section 3.5.1.b, Key Staff).

For each Subcontractor identified, the Offeror must complete and submit the *Key Subcontractors or Affiliates* form (Attachment 7) and indicate whether or not, as of the

date of the Offeror's Proposal, a subcontract has been executed between the Offeror and the Subcontractor for services to be provided by such subcontractor relating to the IFB. On the *Key Subcontractors or Affiliates* form (Attachment 7), the Offeror must:

1. Mark the applicable box if the Offeror will not be subcontracting with any Subcontractor(s) or Affiliate(s) to provide Project Services.
2. Indicate whether or not, as of the date of the Offeror's Proposal, a subcontract (or shared services agreement) has been executed between the Offeror and the Subcontractor or Affiliate for services to be provided by the Subcontractor or Affiliate relating to this IFB.
3. Provide a brief description of the services to be provided by the Subcontractor or Affiliate.
4. Provide a description of any current relationships with such Subcontractor or Affiliate and the clients/projects that the Offeror and Subcontractor or Affiliate are currently servicing under a formal legal agreement or arrangement, the date when such services began and the status of the project.
5. Indicate if Subcontractor or Affiliate has certified their Vendor Responsibility Questionnaire.

#### **4.6 New York State Standard Vendor Responsibility Questionnaire**

**This is a mandatory requirement. - Online certification recommended. The department must verify vendor responsibility of vendor and any subcontractor's receiving over \$100,000 over the life of the contract prior to issuing an award.**

**The Offeror and any Subcontractor or Affiliate receiving more than \$100,000 over the life of the Contract must complete and certify the New York State Vendor Responsibility Questionnaire (online certification is preferred).** A person legally authorized to represent the Offeror must certify the questionnaire.

The Department recommends each Offeror file the required Questionnaire online via the New York State VendRep System. To use the VendRep System, please refer to: <https://www.osc.state.ny.us/state-vendors/vendrep/vendrep-system>.

By submitting a Proposal, the Offeror agrees to complete the Questionnaire fully and accurately. The Offeror acknowledges that the Department's execution of the Contract will be contingent upon the State's determination that the Offeror is responsible, and that the State will rely on the Offeror's responses to the Questionnaire when making its responsibility determination. The Offeror agrees that if it is found by the State that the Offeror's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Department may terminate the Contract. In no case shall such termination of the Contract by the Department be deemed a breach thereof, nor

shall the Department be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

#### **4.7 Eightfold or Equivalent Master Subscription Agreement- Mandatory**

Submit a PDF copy of the Master Subscription Agreement (MSA) for the Eightfold or Equivalent products. Terms and conditions of the MSA are subject to negotiation and acceptance by the Department.

### **SECTION 5: TECHNICAL SUBMISSION REQUIREMENTS**

The purpose of Section 5 of the IFB is to set forth the submissions required of the Offeror. The Offeror's Technical Submission must contain responses to all required submissions from the Offeror in the format requested. Each Offeror may submit only one Technical Submission. Each Offeror's Technical Submission will be evaluated based on the responses to the required submissions contained in Section 5 of this IFB. The Technical Submission should contain all requirements listed below.

#### **5.1 Required Submissions**

1. Proof the Eightfold or equivalent products being proposed by the Offeror currently support single sign-on via the NY.GOV Authentication System.
2. For submission of *Technical Requirements Chart* (ATTACHMENT 9). All Offeror's must complete Attachment 9. If an Offeror is proposing an "Or Equivalent" solution, additionally, the last two columns must be completed.
3. Documentation confirming the Offeror is an authorized reseller or actively in the process of becoming an authorized reseller of Eightfold or equivalent software products and services.

**[Note:** prior to contract execution vendor must provide documentation certifying they are a reseller of Eightfold or the equivalent software to be reviewed and approved by the Department.]

Each technical requirement will be evaluated on a pass/fail basis. Offerors Bid will be deemed non-responsive if it fails to meet any requirement in this section.

An Offeror must not include any cost information in the Technical Submission, including attachments. Specific savings estimates (dollars or percentages) must not be quoted in the Technical Submission or in any attachments submitted with the Technical Submission.

## **SECTION 6: FINANCIAL SUBMISSION**

This section of the IFB sets forth the requirements for the Offeror's Financial Proposal submission and the cost structure required by the Department for Offerors to use in developing their submission. The Offeror's Financial Proposal must respond to all the following mandatory sections as set forth below in the formats as specified.

The sole compensation for the Contractor under the Contract will be payments based on the Department's acceptance of the Project Services set forth in Section 3 of the IFB. All costs associated with the requirements of this IFB must be incorporated into the categories shown in the *Schedule of Fees* (Attachment 8 or 8A). All fees must be fully loaded and include all associated costs for meeting the requirements of this IFB (i.e., overhead, profit, printing, etc.). Travel fees will be calculated in accordance with Section 3.6 Travel and Lodging.

Evaluations of Financial Proposals will be performed in accordance with the provisions presented in Section 7.2 of the IFB.

## **SECTION 7: EVALUATION AND SELECTION CRITERIA**

The Department intends to award one contract to a responsive and responsible Offeror whose Bid Submission offers the Lowest Total Project Cost to the Department and the State based on the following:

### **7.1 Administrative Submission Evaluation**

Bid Submissions determined by the Department to satisfy the submission requirements set forth in Section 4 of this IFB will be evaluated by an evaluation team composed of staff from the Department. An Offeror's Bid Submission shall be removed from the evaluation process and not be considered for award if the Offeror did not satisfy the requirements specified in Section 4 of this IFB. If the Offeror's Bid Submission meets these requirements, it will be advanced for Financial Submission evaluation.

### **7.2 Financial Submission Evaluation**

The Offeror's Financial Submission must contain a completed *Schedule of Fees* (Attachment 8 or 8A) which will include all Project Services fees and travel costs for periods one through three for the five-year term of the Contract.

The Financial Submission of any Offeror meeting requirements set forth in Section 6 of this IFB will be evaluated by the Department to determine the Offeror's Total Project Cost for Project Services over the entire five (5) year term of the Contract.

### **7.3 Technical Submission Evaluation**

Offerors' Technical Submissions shall be reviewed in the order of Lowest Total Project Cost, as determined by the Financial Submission Evaluation, until an Eightfold product or a product determined to be equivalent is identified. The Technical Submission determined to offer the Lowest Total Project Cost will be evaluated by the Department to ensure the Offeror has the capacity and capability to provide the Project Services. Per Section 5 of this IFB, an Offeror's Submission shall be removed from the evaluation process and not be considered for award if the Offeror fails to meet each of the following requirements:

1. Proof the Eightfold or equivalent products being proposed by the Offeror currently support single sign-on via the NY.GOV Authentication System.
2. For submission of equivalent products to Eightfold, Offeror must submit detailed information describing how the Offeror's proposed products are equivalent to Eightfold's products using the *Technical Requirements Chart* (ATTACHMENT 9).
3. Documentation confirming the Offeror is an authorized reseller or actively in the process of becoming an authorized reseller of Eightfold or equivalent software products and services.

**[Note:** prior to contract execution vendor must provide documentation certifying they are a reseller of Eightfold or the equivalent software to be reviewed and approved by the Department.]

As part of the Technical Submission evaluation process, Offerors who submit proposals based on equivalent products or services to Eightfold will be reviewed by the Department for equivalency as defined in Section 1.2. An Offeror's Submission shall be removed from the evaluation process and not be considered for award if the Offeror fails to propose equivalent to Eightfold products and services.

### **7.4 Award Determination**

An Award will be made to the responsive and responsible Offeror whose Bid meets all the terms, conditions, and specifications of this IFB and has the Lowest Total Project Cost. The Department shall enter into negotiations for the purpose of executing a contract with the single Offeror.

In the event of a tie, the Department shall issue a request for Best and Final Offers (BAFOs). The request shall set forth the date, time and place for the submission of BAFOs. The Offerors may be asked to submit the BAFO in writing. After the BAFO is submitted, no further negotiations shall be conducted with the Offerors. BAFOs shall be requested only once; unless the Department makes a determination that it is advantageous to

conduct further discussions. The decision to award in the event of a tie will be based on the bidder who submits the lowest BAFO.

## **7.5 Award Notification and Processes**

### **1. Notification of Tentative Contract Award**

A tentative award letter will be sent to the selected Offeror indicating a tentative award subject to successful contract negotiations. The remaining Offerors will be notified of the tentative award and the possibility that failed negotiations could result in an alternative award.

### **2. Debriefing**

In accordance with NYS State Finance Law §163(9)(c), the Department shall upon written request provide a debriefing to any Bidder that responded to the IFB regarding the reason that the Proposal submitted by the unsuccessful Offeror was not selected for a contract award. A Debriefing must be requested in writing by the entity within fifteen (15) calendar days of the Department's notifying of Bidder Selection/Non-Selection. A Bidder's written request for a Debriefing shall be submitted to the designated contact indicated in Section 2. The Debriefing shall occur within ten (10) days of the Department's receipt of this request or as soon after that time as practicable under the circumstances. All Offerors requesting a Debriefing will be accorded fair and equal treatment with respect to their opportunity for Debriefing.

### **3. Submission of a Protest**

A Bidder wishing to challenge the selection of a firm for contract award must send a Notice of Protest on business letterhead, within seven (7) business days of notice of a contract being awarded, to the Designated Contact in Section 2 of this IFB. If a request for a Debriefing is received by the Department as set forth in this IFB, then a Notice of Protest is due within two (2) business days after the Debriefing session occurs.

The Notice of Protest must include at a minimum the following information: (a) IFB number if applicable and IFB title, (b) the specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the contract award, and (c) a contact name, address, and e-mail address to which the Department may address its Protest Determination.

The Department will review the Notice of Protest, and within fifteen (15) business days notify the protesting party of its Protest Determination. If the Department requires additional time, then it will notify the protesting party within the above stated fifteen (15) business days. The Department may summarily deny a protest that fails to contain specific factual or legal allegations. Upon receipt of the Department's Protest Determination, the protesting party may file an appeal with



the Office of the State Comptroller (OSC). The process for filing such an appeal is set forth at:

<https://www.osc.state.ny.us/agencies/guide/MyWebHelp/Content/XI/17.htm>

## **SECTION 8: ADDITIONAL PROVISIONS**

The resulting Contract shall incorporate the requirements set forth in the IFB including the following additional terms and conditions:

### **1. Work in The Continental United States of America**

All State Data provided to the contractor during the term of the resulting contract must be hosted and maintained within the Continental United States of America (CONUS).

### **2. Enhancements and Modifications: Change Requests and Travel Authorizations**

Change Requests may be used for enhancements or modifications that had neither (i) been included in the Project Services identified in this IFB, nor (ii) been included in the Proposal, but which pertains to the scope of this IFB. Total cost of any Change Requests, including travel expenses, will be limited to 10% of the not-to-exceed amount of the Contract. Work on any proposed change request or travel arrangements must not commence until any such is approved by the Department. In addition, any one Change Request or Travel arrangements over \$50,000 requires prior approval by OSC.

#### **1. Change Requests:**

The Department, however, is under no obligation to request such enhancements or modifications and reserves its rights to:

- a. Develop and/or implement enhancements or modifications internally;
- b. Obtain a third party to perform such work. The Offeror, if selected and awarded a contract, agrees to work with the Department and any other party to assist in the development and/or implementation of enhancements or modifications and shall timely develop and implement an enhancement or modification as directed by the Department;
- c. Fees for the development and implementation of enhancements or modifications shall be negotiated by the Department and the selected Offeror as soon as feasible prior to commencement of work by the selected Offeror;

- d. Prior to the approval of a Change Request, the Department will conduct a review of the required number of hours for the task, the titles of staff performing such tasks, and the rates for such tasks;
- e. The selected Offeror will use its best efforts to promptly develop a requested enhancement or modification; and
- f. The selected Offeror shall not implement a Department-directed enhancement or modification into “live” production until the enhancement or modification has been accepted by the Department.

### **3. Entire Contract**

The resulting Contract, including all appendices, constitutes the entire Contract between the parties hereto and no statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and the Contract shall not be changed, modified, or altered in any manner except by an instrument in writing executed by both parties hereto, except as otherwise provided herein. The Contract is subject to amendment(s) only upon mutual consent of the Parties, reduced to writing and approved by OSC and subject to the termination provisions contained herein.