



Office of Victim Services

Request for Proposals Sexual Offense Evidence Collection Kit Tracking System

Designated Contact

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RFP Calendar of Events

Action	Date/Time
RFP Release	Monday, January 31, 2022
Questions Deadline	End of Day Tuesday, March 1, 2022
Questions Response	Tuesday, March 15, 2022
Intent to Bid	End of day, Thursday, March 17, 2022
Bids Due	End of day, Tuesday March 22, 2022
Demonstrations	Between April 18, 2022 and May 5, 2022
Tentative Award	Approximately May 16, 2022
Contract Start Date	Approximately July 22, 2022
Preferred Implementation Date	September 30, 2022

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1 Introduction

1.0 RFP Key Points

- **Read the RFP in its entirety**

Note key items such as critical dates, services required, qualifying and mandatory requirements, and proposal submission requirements.

- **Provide complete responses – Bidder proposals must completely address all qualifying and mandatory requirements.**

To ensure your proposal is valid, thoroughly read all proposal requirements and provide complete responses. Ensure all aspects of each requirement are met. Use the forms provided to submit your response. Vague or incomplete responses to desirable requirements may result in a reduced technical score.

- **Definitions**

Definitions for certain terms in this document can be found in *Section 1.6 Definitions*.

- **Note the name and email of the designated contacts listed on the front page of this RFP.**

These are the only individuals that you are permitted to contact regarding this RFP in accordance with Procurement Lobbying Law (State Finance Law §139-j).

- **All announcements relating to this bid will be disseminated via electronic mail (e-mail) and the Office of Victim Services website.**

It is the bidder's responsibility to check their e-mail periodically for any updates. Amendments and modifications to this RFP will be posted to the Office of Victim Services website. All applicable amendment information must be incorporated into the bidder's proposal. Failure to include any such information in your proposal may result in disqualification or a reduced technical score.

- **Take advantage of the Question-and-Answer period.**

The Question-and-Answer period is your opportunity to seek clarification. Please utilize this process to understand requirements, as well as raise any questions or concerns with your ability to bid. Submit your questions via e-mail by the date listed in the RFP Schedule on the front page of this RFP. Responses to the questions will be disseminated to all potential bidders via e-mail and posted to the [OVS State Operations Contracts Webpage](#). Additional information about Question-and-Answers can be found in *Section 1.5.1 Proposal Questions/Inquiries and Response*.

- **Review the RFP document and your proposal.**

Make sure all requirements are fully addressed and all documents are legible and complete.

- **Package your proposal as required in the RFP.**

Make sure your proposal conforms to the packaging requirements. Proposals not packaged accordingly may be deemed non-responsive. Additional information about packaging and content can be found in *Section 5.3 Instructions for RFP Proposal Submission*.

- **Submit your proposal on time.**

Except as specified in *Section 8.0 State's Rights to Proposals*, proposals received after the date and time in the *RFP Calendar of Events* will not be considered for award and may be returned, unopened, to the sender.

1.1 Designated Contact

Pursuant to State Finance Law § 139-j and § 139-k, the Office of Victim Services (OVS) identifies the following designated contact to whom all communications regarding this procurement must be made:

Cristin Connor, Associate Budgeting Analyst
Administrative Services Unit
Office of Victim Services
80 S. Swan St., 2nd Floor
Albany, NY 12210
Phone: 518-485-0179
Email: cristin.connor@ovs.ny.gov

1.1.1 Procurement Lobbying Guidelines

New York State Finance Law §139-j(6)(b) requires that State Agencies seek written affirmation from all bidders as to the bidder's understanding of, and agreement to comply with OVS's procedures relating to permissible contacts during a Government Procurement. Information related to the Procurement Lobbying Law and guidelines can be found within *Attachment 4 – Procurement Lobbying Bidding & Other Required Certifications*.

1.2 Overview

The mission of the Office of Victim Services is to provide compensation to victims of crime, their families, and other eligible individuals in a timely, efficient, and compassionate manner; fund direct services to victims of crime and their families through a network of programs across New York State; and advocate for the rights and benefits of all victims of crime.

In Part II of Chapter 56 of the Laws of 2021, New York State (NYS) named OVS as the agency responsible for the storage of untested sexual offense evidence collection (SOEC) kits, drug facilitated sexual assault (DFSA) kits, and associated items for a twenty-year period from the date of collection. As part of this responsibility, OVS will use a database to track the location of all kits and other associated non-kit items during this retention period. The database must allow for OVS to retrieve items for release to law enforcement or the victim and notify the victim of the status of the items and when the items will be destroyed, if not released to law enforcement before the expiration of the retention period. Diligent efforts must be made to notify the victim of the expiration of the twenty-year storage period.

1.3 Purpose

Through this Request for Proposals (RFP), the Office of Victim Services is seeking competitive proposals from technology services vendors to provide project management services and a hosted solution with customization as further described in *Section 3 Detailed Specifications & System Requirements* and *Section 4 Contractor Requirements*.

The cloud-based or vendor-hosted solution is intended to track and report the location of the SOEC kits, DFSA kits, and associated items while they are in the possession of OVS. The solution must include access for multiple users including victims, and capabilities for notifications and reporting. The vendor must be able to provide user training, system maintenance and support, and may be asked to provide minor system modifications.

1.4 Contract Signing and Term

OVS intends to award a contract to one (1) successful bidder contingent upon availability of sufficient funding and approval of the New York State Attorney General (AG) and the Office of the State Comptroller (OSC). The initial contract term is expected to be for a period of seven (7) years. The Contract will have the option of multiple two (2) year renewals with a Consumer Price Index (CPI) increase over the base year not to exceed twenty (20) years. The CPI index used will be the CPI for All Urban Consumers (CPI-U), all items in U.S. city average, not seasonally adjusted¹. The 'base' month for determining adjustments will be the third month prior to the start date of the contract. The base month is fixed and will not be adjusted year to year. The adjustments will be based on the difference in the base month CPI for each applicable two-year period and will become effective in the two-year anniversary month. Contract renewals are subject to approval of the New York State Attorney General and the Office of the State Comptroller.

1.5 Overview of the solicitation process

1.5.1 Proposal Questions/Inquiries and Response

Prospective bidders will have the opportunity to submit written questions and requests for clarification regarding this RFP. All questions regarding this RFP must be submitted via e-mail to the Designated Contact(s). Questions received after the date and time specified in the *RFP Calendar of Events* may not be answered prior to the Bids Due date. Questions must reference the relevant page and section of the RFP in question and be directed to the designated contact. Questions submitted by bidders should be in the following format:

No.	RFP Section	RFP Page	Vendor Name	Question

OVS will provide a written response to all substantive questions and requests for clarification. Responses to bidder questions and requests for clarifications will be distributed via e-mail to all potential bidders and posted to the [OVS State Operations Contracts Webpage](#).

Prospective bidders should note that all clarifications and exceptions, including those related to the terms and conditions of the RFP, are to be resolved prior to the submission of a proposal by utilizing the Question-and-Answer period. Also, during the Question-and-Answer period, bidders should be certain to bring forward terms and conditions in the RFP that would prohibit a bidder from bidding. Extraneous Terms relating to Contract language in this RFP must be submitted with the Bid Proposal in accordance with *Section 4.13 Extraneous Terms*. Bidders entering into a contract with the State are expected to comply with all terms and conditions contained herein and any resulting contract.

Contacting individuals other than the Designated Contact may result in the disqualification of the bidder's proposal. Bidders are urged to check the [OVS State Operations Contracts Webpage](#) frequently during this bid submission period for notices of any changes, additions, deletions, or updates regarding the RFP.

1.5.2 Restricted Period

"Restricted period" means the period of time commencing with the earliest written notice, advertisement, or solicitation of a Request for Proposals ("RFP"), Invitation for Bids ("IFB"), or solicitation of proposals, or any other method for soliciting a response from bidders intending to result in a procurement contract with OVS and ending with the final contract award and approval by OVS and, where applicable, final contract approval by the Office of the State Comptroller (OSC).

This prohibition applies to any oral, written, or electronic communication under circumstances where a reasonable person would infer that the communication was intended to influence this procurement.

¹ U.S. Bureau of Labor Statistics, Consumer Price Index. Series Id: CUUR0000SA0. <https://www.bls.gov/cpi/>

Violation of any of the requirements described in this section may be grounds for a determination that the bidder is non-responsible and, therefore, ineligible for this contract award. Two violations within four years of the rules against impermissible contacts during the “restricted period” may result in the violator being debarred from participating in OVS procurements for a period of four years.

Pursuant to State Finance Law §139-j and §139-k, OVS has identified a designated contact on the cover page of this RFP to whom all communications regarding this procurement must be made.

1.5.3 Notification of Intent to Bid/Not Bid

1.5.3.1 Intent to Bid/Not Bid

Please complete *Attachment 9 – Intent to Bid/Not Bid*, indicating your intent to Bid/Not Bid, and submit to the Designated Contact via email by the date indicated on the cover page of this RFP.

1.5.3.2 Removal from Bidders List

If you would like to have your organization removed from the mailing list for procurements of this type, please send an e-mail to the Designated Contact as well as an indication of why you would like to be removed.

1.5.4 Right to modify RFP

OVS reserves the right to modify any part of this RFP, including but not limited to the date and time by which proposals must be submitted and received by OVS, at any time prior to the Deadline for Submission of Proposals listed in the Calendar of Events on the cover page of this RFP. Modifications to this RFP shall be made by issuance of amendments and/or addenda.

Prior to the Deadline for Submission of Proposals, any such clarifications or modifications as deemed necessary by OVS will be posted to the OVS website.

If the bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the bidder shall immediately notify OVS of such error, in writing to the Designated Contact(s) and request clarification or modification of the document.

If, prior to the Deadline for Submission of Proposals, a bidder fails to notify OVS of a known error, or an error that reasonably should have been known, the bidder shall assume the risk of proposing. If awarded the contract, the bidder shall not be entitled to additional compensation by reason of the error or its correction.

1.6 Definitions

Term	Description
AG or OAG	New York State Office of the Attorney General
Agency	New York State Office of Victim Services
Agency Staff	An employee of OVS who is an authorized user of the system (Administrative, Facility, Investigator, or Contract Management Specialist).
Business Days	Monday through Friday except for federal, state, and legal holidays observed by the State of New York.
Chain of custody	Identifies all persons who have had custody of the item and tracks the location of that item in chronological order from collection to destruction or other disposition.
Cloud Solution	Any Product or Service sold as an “as a service” offering that has one or more of the following characteristics: <ol style="list-style-type: none"> a. Agency Data is transmitted, acted upon, or stored on equipment not owned by the Agency; b. Allows a Contractor to store Agency Data from a location other than the Agency’s premises;

	c. Allows the Agency access to data not owned by the Agency, which access may or may not result in the collection of Agency Data.
Contractor-hosted, Vendor-hosted, or Hosted	A combination of traditional IT functions to be provided by the Contractor such as infrastructure, applications software (including COTS software solutions), security, monitoring, storage, hardware, and hardware maintenance.
COTS	Commercial Off the Shelf
CONUS	Contiguous United States
Courier	<ul style="list-style-type: none"> An individual, usually a representative of the hospital or agency, who travels with the kit to ensure its proper care and safe arrival at a location. Commercial parcel organizations such as UPS, FedEx, DHL, or USPS.
Data	Any information, analytic derivatives, formula, algorithms, or other content that OVS may provide to the Contractor. Data includes, but is not limited to, any of the foregoing that OVS and/or Contractor (i) uploads to the Cloud Service, and/or (ii) creates and/or modifies using the Cloud Solution.
Desired Functionality	Unless otherwise indicated, requirements which state 'should' or 'can' are desirable and at-option of OVS if provided by the bidder.
Documentation	The complete set of manuals (e.g., user, installation, instruction, or diagnostic manuals) in either hard or electronic copy, that are necessary to enable the Agency to properly test, install, operate, and enjoy full use of the Product.
Drug Facilitated Sexual Assault (DFSA) Kit	A kit that is supplemental to the SOECK kit and is used to collect blood and urine samples when drugs or alcohol may have been involved in a sexual assault.
Enhancements or Future Enhancements	Modifications to the system requested by OVS to enhance the system including application development, technology upgrades, transformation tasks, updates, modifications, and alterations of hardware, software, programming, technology documentation, and workflows.
Evidence or Potential Evidence	Item(s) or material(s) that may be used in a criminal investigation or other criminal justice or legal proceeding.
FedRAMP	Federal Risk and Authorization Management Program. A standard set of security processes and controls for cloud solution vendors to follow.
Hospital or medical facility	Licensed or accredited facility where sexual assault examinations are performed.
Inventory	(n) An itemized listing of objects, including current location, for which the agency has a responsibility. (v) The process of physically locating objects (i.e., complete, section, or spot inventory).
ITS	New York State Office of Information Technology Services
Mandatory Functionality	Unless otherwise indicated, requirements or statements include the words 'must,' 'shall,' 'will,' and 'required' are mandatory in nature and must be met by the bidder in order to have a conforming bid.
Operational	Fully functional and having passed all stated testing and acceptance criteria of the Agency and documented as such
OSC	Office of the New York State Comptroller
OVS	New York State Office of Victim Services
Policy	A guideline that regulates organizational action. Policies control the conduct of people and thus the activities of the system.
Query	A search or series of searches that help retrieve specific data from the system. Queries can be run through various means including search or browse functions.
Report	The means by which the results of a query are displayed or printed.
Responsible Bidder	A bidder that is determined to have financial and organizational capacity, legal authority, satisfactory previous performance, skill, judgment, and integrity, and that is found to be competent, reliable, and experienced, as determined by the Agency. For purposes of being deemed responsible, a bidder must also be determined to be in compliance with § 139-j and § 139-k of the State Finance Law relative to restrictions on

	contacts during the procurement process and disclosure of contacts and prior findings of non-responsibility under these statutes.
Responsive Bidder	A bidder meeting the specification or requirements prescribed in the solicitation, as determined by the Agency.
Sexual Assault Nurse Examiner (SANE) or Sexual Assault Forensic Examiner (SAFE)	A registered nurse, nurse practitioner, physician's assistant, or physician who has completed specialized education and clinical preparation in the medical forensic care of a sexual assault patient.
Sexual Offense Evidence Collection (SOEC) Kit	A package of materials used to collect samples (evidence) from a victim's body by a medical professional, often a medical-forensic examiner. The contents may vary but generally include swabs and collection envelopes for biological materials, debris, and underwear.
Trauma-informed	An understanding and consideration of the pervasive nature of trauma and promotion of environments of healing and recovery rather than practices and services that may inadvertently re-traumatize.
UAT	User Acceptance Testing
Unreported Kit	A sexual offense evidence collection (SOEC) kit collected from a victim who has consented to the collection of the SOEC kit but has not consented to participate in the criminal justice process.
Victim	Person who experienced an attack or attempted attack generally involving unwanted sexual contact by another person.

2 Scope of Work

2.0 Introduction and Objectives

To achieve the statutory requirement of storing unreported SOEC kits, OVS is establishing a warehouse in Washington County, New York for SOEC kits, DFSA kits, and related items including clothing, bedding, and other relevant items. The kit(s) and items must be linked to a victim's unique identification.

Objectives

- The Tracking System will need to track the location and status of each item through the relevant processes, including initial collection of the item during a forensic medical examination, the receipt and storage of the item at the OVS warehouse, and the transfer of the item to law enforcement, release to the victim, or the destruction of the item.
- Proposed services must allow for the accurate and timely collection and transmission of data to meet all NYS ITS and cyber security requirements.
- Proposed services must include data testing and routine maintenance and support services.
- The Tracking System must be able to be modified to address legislative changes and other changes directed by OVS during the term of the Contract and any renewals at the approved contract rates.

2.1 Minimum Proposer Qualifications

Proposers are advised that the State's intent is to ensure that only responsive, responsible, qualified, and reliable Contractors enter into a contract to perform the work as defined in this document. Proposers shall comply with the laws of the State of New York and shall possess or obtain any required licenses, permits, or authorizations.

Preference will be given to systems that are Commercial Off the Shelf (COTS) products with modifications for a unique solution and to vendors with experience developing evidence inventory management systems. Preference will also be given to stand-alone systems that are capable of being independently maintained.

2.1.1 Organizational Experience

Bidding firms should have experience in software development for a minimum of five (5) consecutive years immediately preceding the issuance of this RFP.

Proposers may not use a subcontractor's or any other entity's qualifications to meet these requirements.

2.1.2 Reference Qualifications and Check

Using *Attachment 10 – References*, bidders must include at least three (3) References; companies where they have provided the services, or significantly similar systems, requested in this solicitation.

The bidder's references provided on *Attachment 10 – References* will be scored on a pass/fail basis for the highest ranked bidder after all other evaluation steps. If a reference is not accepted for evaluation, that reference shall be scored as a fail. If more than three (3) references are provided by a bidder, OVS will cease reference checks upon the response of the third reference.

2.2 Roles and Responsibilities

The bidder must provide a sufficient number of competent and qualified personnel to meet the requirements of the scope of work. This includes at least one Project Manager who shall:

- report to and take direction from the OVS Project Lead or their designee;
- coordinate work efforts and collaborate with the project team;
- manage the work of the contractor staff;
- keep OVS fully informed as to the Contractor's progress and performance of the Scope of Work;
- participate, in-person or remotely, in regularly scheduled bi-weekly meetings and any additional meetings as necessary;
- issue reports as reasonably requested or as otherwise required by the Contract; and
- ensure all deliverables are validated and verified.

The OVS Project Lead shall:

- provide direction to the Project Manager or their designee;
- coordinate work efforts with the Project Manager and the project team;
- keep the Project Manager informed as to any substantial changes to the project;
- coordinate regularly scheduled and any unscheduled meetings; and
- review deliverables submitted by the Contractor and distribute them to the appropriate OVS staff according to *Section 4.7.2 Deliverable Acceptance Process*.

OVS will designate a Contract Manager to oversee contract performance, payment schedules, and answer any questions about the payment of invoices.

2.3.1 Subcontractors

As the Prime Contractor, the awarded bidder will be responsible for the contract management and oversight of any subcontractor used to achieve the objectives and goals of the resulting Contract.

2.3 Mandatory and Optional Elements

The following is a list of the types of elements – system requirements, contractor requirements, and Attachments to this RFP – that bidders may see in this RFP. These terms apply to system requirements, contractor requirements, and Attachments to this RFP.

- **Mandatory:** Required elements the offeror must propose.
- **Optional:** Elements the offeror must propose but the agency is not obligated to purchase.
- **Desirable:** Elements the agency prefers but offeror is not obligated to propose.
- **Alternative:** Approach proposed by offeror that provides a different solution to the agency need.

3 Detailed Specifications & System Requirements

3.0 System Standards & Expectations

Exhibit A: Use Cases is included to help underscore the needs of the users with respect to the following list of mandatory and desired functional requirements. *Exhibit A: Use Cases* includes multiple scenarios that are required within the SOEC Kit Tracking System. The intent of *Exhibit A: Use Cases* is to provide contractors with multiple scenarios that include a list of actions or steps typically defining the interactions to achieve a goal.

Bidders shall provide proposals that meet the mandatory requirements of this RFP. Mandatory requirements must be met by the bidder in order to have a conforming bid. Desirable requirements are options that OVS prefers, but bidders are not obligated to propose.

3.1 Core Requirements

Mandatory

3.1.1 Must be cloud or vendor-hosted.

3.1.2 Must be web-based and support Microsoft Edge, Google Chrome, Safari, and Firefox browsers.

3.1.3 Must support integrations with external applications using Web Application Program Interface (Web API), XML, and other industry standard integration technologies.

3.1.4 Must support automated notifications to victims via email or text based on preset time frames, with the ability for the victim to opt-out of notifications.

3.1.5 Must have the ability to create notification letters to victims.

3.1.6 Must have the ability to print bulk barcodes specific to a medical facility. The barcodes will be attached to SOEC kits that have been stored at each medical facility prior to implementation of the SOEC Kit Tracking System that require bulk transport to the long-term storage warehouse.

3.1.7 Must support and integrate wireless barcode scanners.

3.1.8 Must accept foreign addresses and phone numbers.

3.1.9 Must have ability to create a unique identifier for each kit with the ability to link personal items associated with each kit, including storage location details (e.g., SOEC kit on shelf B10, bedding/clothing on shelf 12-BinA, DFSA kit in cooler B-shelf 3).

3.1.9.1 All items must be associated to a single incident and a single victim.

Desirable

3.1.10 Support the ability to import inventory data sets from multiple different disparate evidence collection systems.

3.2 System Access and Permissions Requirements

Mandatory

3.2.1 Ability to create user-based access security roles.

3.2.2 Victims must be able to access the SOEC Kit Tracking System anonymously to track the status and location of their SOEC kit, using the tracking information provided to them at the point of collection of the sexual assault evidence at the medical facility. No login credentials will be required.

3.2.3 Sexual Assault Nurse Examiners (SANEs)/Sexual Assault Forensic Examiners (SAFEs)/Medical Personnel must be able to enter SOEC kit details into the SOEC Kit Tracking System. They must also have access to run reports limited to information related to their respective facility *only*.

3.2.4 OVS staff must be able to document SOEC kit location details, update evidence location and status, and run reports.

3.2.5 Super Users must have access to all functionality of the system, including updating fields, running reports, and any system administrator tasks.

3.2.6 System Administrator/Program Managers must be able to add/remove users, reset user access, change user status from active to inactive, make configuration changes, run reports, modify user-based roles, update the landing page, and oversee general system performance.

3.2.7 Ability to modify or add additional user-based roles, as needed.

3.2.8 Must support multiple portals to display different information depending on user role.

3.2.8.1 Must be able to show/hide application features based on user role.

3.3 Reporting Requirements

Mandatory

3.3.1 SOEC Kit Tracking System must include a query/reporting function that provides a range of capability for reports.

Reports must include, at minimum:

3.3.1.1 Kit Status Report – Must be able to query by origination hospital, city, and county, or location within the storage warehouse.

3.3.1.2 Kit Submissions – Which items have been submitted by a specific medical facility, and how many overall records have been submitted by each medical facility.

3.3.1.3 Inventory Report – A detailed and descriptive list of items containing identifiers, quantity, and location of the evidence.

3.3.1.4 Chain of Custody Report – A report that accounts for an item's course of movement from collection through final disposition. Report should include the date/time/identity for individuals who collected evidence, any person in possession of the evidence during transport, the date/time/identity of custodian who accepted/received/moved the evidence, and the date/time/identity of any person to whom the evidence was released to.

3.3.1.5 Auditable Change Log – The name of each person who created, accessed, and made changes to a record as well as the date and time of the change and a record of the change made.

3.3.1.6 Error Log – What specific records were impacted or have critical errors that occurred during the server's operation, table corruption, and start and stop information.

3.3.1.7 SOEC Kit Aging Report – Identify which kits are approaching a storage term of twenty (20) years, specifically identifying kits that are 90 and 30 days from reaching the 20-year marker.

3.3.1.8 SOEC Kit Tracking System Administrator Report – What users have accounts to access the tracking system test and production environments, the security/access levels of each user account, and the status of each account (active/inactive).

3.3.2 All reports must be exportable to Microsoft Excel (.XLS/.XLSX) and Adobe (.PDF) formats.

3.3.3 Must have ad-hoc reporting capability (e.g., ability to select tables and/or fields; modify date ranges, kit locations, and lot #s; save customized queries).

Desirable

3.3.4 The ability to add charts/graphs to reports.

3.4 Chain of Custody Requirements

Mandatory

3.4.1 Must be able to track chain of custody.

3.4.2 Must track any movement of kits and all associated items:

- point of collection (hospital/medical facility);
- transport to storage warehouse;
- arrival at storage warehouse;
- specific location at storage warehouse;
- any/all movement within storage warehouse; and
- transport for disposal or other disposition.

3.4.3 Must be able to identify the individuals involved in the movement of the kit and all associated items, with date/times.

3.4.4 Must be able to identify the name of the individual releasing and/or accepting the kit and all associated items, with the date/time each change of custody occurs.

3.5 Data Storage and Expansion Requirements

Mandatory

3.5.1 Must provide a data schema outlining how the data is organized in the database. The data schema must include the relationship between tables in the database.

3.6 Licensing Requirements

Mandatory

3.6.1 Must accommodate a minimum of 1,200 active user accounts for medical facility and OVS staff.

3.6.2 System must concurrently support 50% of total users without impacting performance throughout the life of the contract.

3.6.3 Must accommodate a minimum of seven thousand (7,000) anonymous active victim accounts at go-live and an additional two thousand (2,000) anonymous active victim accounts in each subsequent year of the contract.

3.7 User Interface

Mandatory

3.7.1 Must support customized branding related to logos, colors, fonts, and other visual formatting.

3.7.2 Must have the capacity to provide different landing pages based on user role:

3.7.2.1 OVS staff

3.7.2.2 Hospital/medical facility staff

3.7.2.3 Victim

3.7.2.3.1 Victim landing page will need a quick exit option.

3.8 System Administration & Support

Mandatory

3.8.1 OVS Administrator staff must have System Admin access to:

3.8.1.1 Adjust configuration options without vendor intervention or system change orders

3.8.1.2 Access log/report of any system updates

3.8.1.3 View security logs

3.8.2 Must provide end user support Monday – Friday 8:00AM – 5:00PM (EST).

Desirable

3.8.3 End user support 24 hours a day, 7 days a week, 365 days per year.

3.9 Hosting and Security

Mandatory

3.9.1 Must have ability to complete password reset/change for all users.

4 Contractor Requirements

The information in this section describes the aspects of the project that the Contractor must perform for both contract performance and the bid proposal.

4.0 Project Management Plan

Using *Attachment 1 – Technical Proposal*, bidders will provide a Project Plan describing the overall project management approach. The plan should address, in detail, the following:

- software development methodology;
- project management standards;
- contractor team roles and responsibilities;
- scope definition and control;
- planning and scheduling;
- meetings;
- cost controls;
- quality assurance and validation;
- communications;
- risk and defect management; and
- post-implementation and support.

4.1 Implementation Plan

Using *Attachment 1 – Technical Proposal*, bidders will describe the overall approach to design, build, test, and deploy the solution.

4.2 Timeline

The statutory requirement currently states that responsibility for storing SOEC kits lies with OVS effective September 30, 2022.

Using *Attachment 1 – Technical Proposal*, bidders must provide a project schedule that includes a Gantt chart and detail dependencies, caveats, or risks associated with the schedule. Clearly indicate the anticipated

full implementation date which allows for adequate time for design, development, user acceptance testing, training, and other required phases.

4.3 Communications Plan

Using *Attachment 1 – Technical Proposal*, bidders shall describe how they intend to ensure successful lines of communication between OVS and the vendor's Project Management Team. The plan shall include:

- how project information will be collected and stored;
- what procedures will be followed to disseminate the information; and
- the method by which information will be accessed if it is needed between regularly scheduled communications.

OVS's preferred method of communication is via email. Attachments to emails should be in commonly accessible formats such as Word (.doc/.docx), Excel (.xls/.xlsx), or PDF (.pdf).

4.4 Training Plan

Using *Attachment 1 – Technical Proposal*, bidders must describe how training will be provided to all user types. The plan must include the following requirements for the initial training:

Mandatory

- Must provide a detailed training plan for the following types of training:
 - Web based training provided to all end users, by user-role prior to go-live date, and
 - Web based Train-the-Trainer training program.
- Must prepare and provide training manuals based on user-role.
- Must provide multiple training sessions for each user-role to accommodate various working schedules.

The plan must also include how the bidder will provide on-going training to new users in years 2 through the end of the contract term.

If additional types of training or training materials beyond these mandatory requirements are provided, describe these trainings and how they will be administered to users.

4.5 Support and Maintenance Plan

The bidder shall provide technical support and help desk services that must be available, at minimum, Monday through Friday, 8:00 A.M. to 5:00 P.M. EST to all users. All help desk, online, and support services that access any Data must be performed within CONUS.

Using *Attachment 1 – Technical Proposal*, describe how the solution will be supported after go-live, including but not limited to security monitoring, incident handling, language access, and if help desk staff are or will be trained in trauma-informed communication.

4.6 Disaster Recovery and Business Continuity Plan

The bidder shall detail the backup and recovery technology that ensures users continued use of the system and recovery of OVS data in the event of a disaster. The backup and recovery functionality will allow the system to be recovered – within 4 hours, with a loss of data no greater than 4 hours prior to the time of failure, unless otherwise agreed to by OVS in writing.

Using *Attachment 1 – Technical Proposal*, the bidder shall provide a business continuity and disaster recovery plan that includes annual testing and how the results of each such test shall be provided to OVS.

4.7 Documented Deliverables

The following table outlines the deliverables for the different phases of the project and the support and maintenance period of the Contract. The Contractor shall provide the required deliverables and shall work

with OVS to ensure that said deliverables are provided within the timeframes outlined in the project schedule and the table below. These deliverables shall be the basis against which the Contractor's performance shall be evaluated and payments will be made. The order in which the deliverables are listed below are not sequential. The Project Schedule should address when each of the deliverables will be completed.

Deliverable ID#	Activity	Deliverable	Due Date
D1	Project Management	Kickoff Presentation Documents <ul style="list-style-type: none"> • Presentation materials. • Designation of Contractor Project Manager and Technical Lead. • List of contractor's principal team members with contact information and description of role within scope of project. • Designation of Contractor points of contact for administrative requirements including invoicing and authorized signatories. 	Within ten (10) business days of contract execution by OSC
D2		Deliverable Expectation Documents (DED) (See 4.7.1 for more information)	Within thirty (30) days of contract execution by OSC.
D3	Project Management	Revisions to Project Plans and Schedule <ul style="list-style-type: none"> • Based on OVS comments and feedback, revisions to any and all project plans and/or the project schedule • Plans include: <ul style="list-style-type: none"> ○ Detailed Project Management Plan ○ Project Schedule ○ Communications Plan ○ Staffing Plan ○ Implementation Plan ○ Security Plan ○ Test Plan ○ Training Plan ○ Capacity Plan (growth rates and consumption including expected storage requirements, backup media consumption, anticipated load, and maintenance activities.) ○ Disaster Recovery and Business Continuity Plan ○ Change Management Plan ○ Support & Maintenance Plan ○ Escalation Path ○ Transition Plan 	Within sixty (60) calendar days of contract execution by OSC or as mutually agreed upon between OVS and the Contractor

Deliverable ID#	Activity	Deliverable	Due Date
D4		Monthly Implementation Status Reports <ul style="list-style-type: none"> • Monthly status reports that include percent complete for all tasks, completion dates, risk reports, and other project and system information as needed or requested • Revisions to project schedule as needed • Ongoing Biweekly Progress Meeting agendas and minutes • Staffing report 	Within three (3) business days of the end of the month.
D5	Analysis & Design	System Requirements & Gap Analysis <ul style="list-style-type: none"> • Final system requirements and gap analysis resulting from the Design Validation Sessions. • Identify any findings from technical design sessions that require additional system modifications and document the parameters and settings to be established. • Document provides a clear description of what needs to be changed by the Contractor to make appropriate for use. 	Per Project Schedule
D6		Requirements Traceability Matrix	
D7		Technical Architecture/ Database Diagram and System Requirement 3.5 Data Schema	
D8		Database Creation & Data Dictionary	
D9		Design Validation Sessions	
D10		Detailed Design Document	
D11	Development & Implementation	Establishment of system environments & access granted to OVS <ul style="list-style-type: none"> • This may include environments such as sandbox, testing, training, QA, and production. 	Per Project Schedule
D12		Core Requirements – System Integration <ul style="list-style-type: none"> • See System Requirements 3.1.1, 3.1.2, & 3.1.3 	
D13		Core Requirements – Notifications & Unique Identifiers <ul style="list-style-type: none"> • See System Requirements 3.1.4, 3.1.5, 3.1.8, 3.1.9, & 3.1.9.1 	
D14		Core Requirements – Barcode Capability & Data Import <ul style="list-style-type: none"> • See System Requirements 3.1.6, 3.1.7, & 3.1.10 	
D15		System Access and Permissions Requirements – User Role Related Access <ul style="list-style-type: none"> • See System Requirements 3.2.1, 3.2.3, 3.2.4, 3.2.5, 3.2.6, & 3.2.7 	
D16		System Access and Permissions Requirements – Portal Access <ul style="list-style-type: none"> • See System Requirements 3.2.2, 3.2.8, & 3.2.8.1 	
D17		Reporting Requirements – Kit Status & Inventory <ul style="list-style-type: none"> • See System Requirements 3.3.1.1, 3.3.1.2, 3.3.1.3, & 3.3.1.7 	

Deliverable ID#	Activity	Deliverable	Due Date
D18		Reporting Requirements – Chain of Custody <ul style="list-style-type: none"> See System Requirement 3.3.1.4 	
D19		Reporting Requirements – Admin Reports <ul style="list-style-type: none"> See System Requirements 3.3.1.5, 3.3.1.6, & 3.3.1.8 	
D20		Reporting Requirements – Additional Reporting Features <ul style="list-style-type: none"> See System Requirements 3.3.2, 3.3.3, & 3.3.4 	
D21		Chain of Custody Requirements <ul style="list-style-type: none"> See System Requirements 3.4 	
D22		Licensing & User Interface Requirements <ul style="list-style-type: none"> See System Requirements 3.6 & 3.7 	
D23		Hosting, Security, & System Administration Requirements <ul style="list-style-type: none"> See System Requirements 3.8 & 3.9 	
D24		Final System Deployment/Launch <ul style="list-style-type: none"> The fully developed system has passed testing and the go/no-go criteria established. Access to the production system have been made active for all users. 	
D25	Testing	User Acceptance (UAT) Testing	Per Project Schedule
D26		Testing Results	
D27	Training	End-User Training – OVS Staff	Per Project Schedule
D28		End-User Training – Hospital/Medical Facility Staff	
D29		End-User Training – Victims	
D30		Training Materials & User Manuals	
D31	Ongoing Support & Maintenance	Monthly Operational Status Reports	Monthly
D32		Defect Tracking & Resolution Report	Monthly
D33		Annual Disaster Recovery Testing Results	Annually
D34		Release Notes	As needed

4.7.1 Deliverable Expectations Document (DED)

Prior to commencing work on a contract deliverable, the Contractor shall submit a DED for each deliverable to OVS for approval. The DED will set forth the scope and content (depth and breadth) of the deliverable by presenting pertinent information, including but not limited to, applicable system requirements, acceptance criteria and schedule, and the expectations for each deliverable. Each DED shall include the format, outline, and key content, including revision history, key figures, diagrams, and tables, for the deliverable. The purpose of the DED is to ensure that a common understanding exists between OVS and the Contractor regarding the scope and content (depth and breadth) of the deliverable.

4.7.2 Deliverable Acceptance Process

The Contractor shall provide the required deliverable(s) along with the approved DED(s). The Contractor shall request written approval and acceptance of the deliverable(s) by OVS.

4.8 Contract Staffing Requirements

The Contractor shall provide capable personnel to effectuate the business relationship, implementation, and ongoing services of the resultant contract. Any changes to the Contractor's project team must be approved by OVS. The Contractor shall provide for the continuity of the responsibilities of any position that must be reassigned or replaced with a qualified replacement made available within ten (10) business days, subject to the review and approval of OVS. Should the need arise to make substitutions for any member of the project team, the Contractor will promptly provide resumes of comparably experienced staff for OVS review and approval.

At minimum, the bidder must provide a Project Manager and a Technical Lead. The Project Manager should have five (5) years or more of experience in project management engagements or have current Project Management Professional (PMP) credentials. The Technical Lead should have three (3) years or more experience as a technical lead.

Additional staff may include, but not be limited to, technical architects, business analysts, software developers, and database administrators.

Using *Attachment 1 – Technical Proposal*, include a contract staffing plan and resumes for the proposed personnel. If the bidder intends to use subcontractors, describe how the subcontractor's performance will be monitored.

See *Appendix D, Section XX*. Contractor Staff for additional information on staffing changes and staff conduct.

If the bidder intends to use subcontractors, refer to *Appendix D, Section XXXVII*. Subcontracting for additional information and Contractor responsibilities.

4.9 Performance Standards

OVS requires that the services necessary to support the System be provided in compliance with measurable performance standards.

4.9.1 System Availability

System Availability is the amount of time in each calendar month (excluding scheduled maintenance) that the system is available to use. The Contractor shall guarantee uptime of at least 99.5% excluding scheduled maintenance.

4.9.2 Response and Resolution

Response and Resolution Time is the amount of time for the Contractor to acknowledge an issue and fully correct the issue so that the system functions in full compliance with the contract. The Response and Resolution Standard shall include:

Severity Level	Description	Response Time	Resolve
Severity Level 1	Essential services are down, causing critical impact to business operations; no workaround available.	One (1) hour of Detection of Issue	Within four (4) hours of Detection of Issue
Severity Level 2	Essential services are significantly degraded and/or impacting significant aspects of business operations, etc.	Two (2) hours of Detection of Issue	Within 24 hours of Detection of Issue
Severity Level 3	Problem detected, but it does not significantly impact work because there is a mutually agreed upon short-term workaround.	Five (5) days of Detection of Issue	Two (2) weeks of Detection of Issue

4.9.3 Escalation Path

Upon contract award, the Contractor shall detail their “escalation path,” which is the process by which an issue is tracked through the Contractor’s support teams depending on the severity of the issue and the subject matter expertise of the support level. OVS shall have an escalation point of contact for the highest-level severity issue at the highest support level.

4.9.4 Service Credits

Performance standards shall include financial credits to which OVS is entitled if the Contractor fails to meet a performance standard in a specific month. Failure of the contractor to meet problem resolution timeframes may result in a penalty or withholding against payment requests up to 5% of the monthly reimbursement amount, depending on the severity and impact as determined by OVS.

OVS shall review with the Contractor the monthly performance standards and resolution activities of the Contractor. Should the Parties be unable to agree to the Contractor’s satisfactory completion of such performance standards and resolution activities during any month, then OVS in their sole discretion will make such determination and implement a penalty or withholding as described in the above paragraph. Any amounts withheld pursuant to this paragraph may be subsequently paid to the Contractor within three (3) months of OVS’ determination of the satisfactory completion of any previous performance standard and/or resolution activity failures. Any such payments may only be made upon the written approval of OVS.

The Contractor agrees that OVS’s receipt of Service Credits shall not constitute OVS’s sole remedy for the Contractor’s failure to meet performance standards, which could include termination of the contract. Please see *Appendix D, XVII Termination*.

4.9.5 Monitoring and Reporting

Throughout the term of this contract, the Contractor shall monitor these prescribed performance standards on a monthly basis and provide monthly reports to OVS of such monitoring, including:

- Actual performance compared to each agreed upon Performance standard, and
- Service Credits to which OVS is entitled based on failures to meet the agreed upon performance standard.

The Contractor shall automatically apply accrued Service Credits to OVS’s next invoice or, after receiving a written request from OVS, pay to OVS the amount of Service Credits due within thirty (30) days of such request.

4.10 System Changes & Upgrades

4.10.1 Change Management Plan

The Contractor shall be responsible for implementing approved modifications to the system throughout the term of the contract. Change management is the process whereby core system modifications, beyond those included in routine system upgrades, as determined by the State (or by the Contractor, with State approval) are made. This may include additional functions or requirements resulting from legislative or regulatory changes impacting the program.

If a legislative or regulatory change is needed, OVS will notify the Contractor in writing and include information about the required change(s) and timeframes in which the changes need to be made.

All modifications will require prior written approval of OVS and will not exceed the estimated number of hours or costs included in the *Attachment 2 - Cost Proposal*.

Using *Attachment 1 – Technical Proposal*, the bidders will describe the change management process, including but not limited to who is authorized to request a change; the impact on the project cost, scope, and schedule; and the tracking, prioritizing, and assigning of approved changes.

4.10.2 System Maintenance & Upgrades

The Contractor shall give a minimum of five (5) business days advance written notice to OVS of any upgrades, maintenance or other system changes that will impact services as provided in the contract. All such changes must be coordinated with OVS so as not to interfere with critical events.

The Contractor shall provide system upgrades at no additional cost to OVS for the term of the contract resulting from this solicitation. “Upgrades” include software releases (including point releases), revisions, version changes, or enhancements to the Product that improve existing features or introduce new features or functionality. The Contractor shall ensure that the Product is fully compatible with the then-current version of OVS’s operating system.

Upgrades, system changes, and maintenance/support actions which are required by system vulnerabilities or emergency situations shall be carried out at no additional cost by the Contractor to protect the system.

4.10.2.1 Contractor Testing

Before deploying a proposed change to the system, the Contractor shall perform full testing of the proposed changes, report test results to OVS, and then deploy the proposed change to a non-production testing environment for testing by OVS.

4.10.2.2 Approval

Unless otherwise directed by OVS, all changes impacting the system will require written approval from OVS. The Contractor shall deploy system changes in the production environment only after acceptance and approval by OVS.

4.10.2.3 Rollback Plans

Contractor shall provide a rollback recovery plan for all scheduled changes. If the Contractor plans to implement a change that cannot be rolled back or recovered, the Contractor must notify OVS prior to the start of testing.

4.10.2.4 Release Notes

When making changes to the system, Contractor shall provide detailed descriptions of the proposed changes to OVS, including how the proposed changes will impact business operations. The Contractor shall provide release notes at least two (2) weeks prior to the start of testing by OVS. The Contractor must provide OVS with release notes written in non-technical terms and with examples or screenshots wherever possible.

4.11 Transition Plan

OVS intends to procure this vendor-hosted solution or software-as-a-service for a specified number of years. Using *Attachment 1 – Technical Proposal*, the bidder shall describe the services it will provide to cooperate fully in the transition of the solution and/or the data at the end of the contract period to a new vendor. The existing vendor will be given written notice of the intent to transition to a new vendor within 10 business days of the Award Date of the next RFP.

4.12 Contractor’s Compensatory Liability

If the Contractor fails to complete any of the specified services within the timeframe required, OVS reserves the right to have such work completed either by another company or with in-house staff. In any such event,

the Contractor shall be liable to reimburse OVS for all costs incurred to complete the work. OVS further reserves the right to collect such reimbursement from any outstanding payments due to the Contractor.

4.13 Extraneous Terms

Bids must conform to the terms set forth in the solicitation. Extraneous terms or material deviations (including additional, inconsistent, conflicting, or alternative terms) may render the Bid non-responsive and may result in rejection of the Bid.

Extraneous terms submitted on standard, pre-printed forms (including but not limited to product literature, order forms, license agreements, contracts, or other documents) that are attached or referenced with submissions shall not be considered part of the Bid or resulting Contract but shall be deemed included for informational or promotional purposes only.

Only those extraneous terms that meet all the following requirements may be considered as having been submitted as part of the Bid:

- a. Each proposed extraneous term (addition, deletion, counteroffer, deviation, or modification) must be specifically enumerated in a writing which is not part of a pre-printed form;
- b. The writing must identify the specific solicitation requirement (if any) that bidder rejects or proposes to modify by inclusion of the extraneous term; and
- c. The bidder shall enumerate the proposed addition, deletion, counteroffer, deviation, or modification from the solicitation, and the reasons therefor.

No extraneous terms, whether or not deemed “material,” shall be incorporated into a Contract or Purchase Order unless submitted in accordance with the above and the Agency expressly accepts each such term in writing. Acceptance and/or processing of the Bid shall not constitute such written acceptance of extraneous terms.

4.14 Warranties

Contractor warrants that the services acquired under the resultant contract will be provided in a professional and workmanlike manner in accordance with industry standards.

All materials and workmanship provided under the resultant contract shall be warranted for a minimum of one year from the receipt and acceptance of the final documentation and materials by OVS. Where the Contractor, Product manufacturer, or service provider generally offers additional or more advantageous warranties, such additional or more advantageous warranty shall apply.

4.15 Security Procedures

Please note that OVS locations have on-site security policies that must be followed. The Contractor will work with OVS to obtain necessary clearances. The Contractor may be required to provide information such as, but not limited to, the company name, each employee’s name (as it appears on valid driver’s license or photo identification), vehicle make, model and license plate, etc. to OVS. The Contractor, contractor employees, and subcontractor employees may be subject to background checks.

Using *Attachment 1 – Technical Proposal*, provide a list of staff who will have access to data. These staff may be required to sign confidentiality agreements to be held by OVS.

5 Proposal and Submission Requirements

5.0 General Proposal Requirements

This RFP is framed to present the business needs of OVS. OVS expects that respondents will demonstrate their competency and the breadth and depth of knowledge in this area by helping OVS understand how the bidder’s Proposal will meet OVS’s needs.

Proposals containing false or misleading statements, or which provide unverifiable details, may be rejected. If in the opinion of OVS such statements are intended to mislead OVS in their evaluation of the bidder's Proposal, OVS reserves the right in its sole discretion to reject said Proposal.

Administrative requirements can be found in *Section 5.1.1 Administrative Proposal*. Information regarding MWBE goals can be found in *Section 8.8 Equal Employment Opportunities*.

5.1 Proposal Format and Content

The bidder must provide a response that clearly and precisely provides all required information. Emphasis should be placed on conformance with RFP instructions, responsiveness to the RFP requirements, and clarity of the intent. Proposals that do not comply with these instructions or do not meet the full intent of all the requirements of this RFP may be subject to scoring reductions during the evaluation process or may be deemed nonresponsive. OVS does not require, nor desire, an excessive promotional material that does not specifically address the response requirements of this RFP.

For OVS to evaluate bids fairly and completely, Proposers are strongly encouraged to follow the format set forth herein and should provide all the information requested. All items identified below should be addressed as concisely as possible for a bid to be considered complete. Failure to conform to the stated requirements may necessitate rejection of the bid.

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

5.1.1 Administrative Proposal

5.1.1.1 Contents

The administrative proposal must include the following:

Cover Letter

- Extraneous terms, if applicable.
- Request for exemption from Disclosure, if applicable.

Forms & Attestations

- Attachment 3 – Diversity Practice Questionnaire
- Attachment 4 – Procurement Lobbying Bidding & Other Required Certifications
- Attachment 5 – Sexual Harassment Prevention
- Attachment 6 – Public Officers Law
- Attachment 7 – Encouraging Use of New York State Businesses in Contract Performance
- Attachment 8 – Vendor Responsibility Questionnaire
- Attachment 10 – References
- Form A: State Consultation Services – Contractor's Planned Employment
- ST-220-CA: Contractor Certification to Covered Agency

5.1.1.2 Cover Letter

The cover letter should confirm that the Proposer understands all the terms and conditions contained in this RFP and will comply with all the provisions of this RFP. Further, it must confirm that should the contract be awarded to your company, you would be prepared to begin services as illustrated in the RFP Schedule. The cover letter should include the full contact information of the person(s) OVS shall contact regarding the proposal and must also include the name(s) of principal(s) of the company

responsible for this contract, their function, and title. A Proposer Representative authorized to make contractual obligations should sign the cover letter.

5.1.1.3 References

Three client/project references including contact information that can confirm the Proposer meets *Section 2.1.2 Reference Qualifications and Check* of the minimum requirements within *Section 2.21 Minimum Proposer Qualifications. Attachment 10 – References* must include each Reference.

5.1.2 Technical Proposal

The bidder's Technical Proposal should include detailed written responses that demonstrate an understanding of the proposed work. Only information included in the proposal will be evaluated. Web links that are provided with a Proposal will not be accessed and information within such links will not be considered for evaluation.

5.1.2.1 System Requirements

Using *Attachment 1 – Technical Proposal*, bidders must submit information to confirm their ability to meet the mandatory and desirable requirements requested in Section 3 Detailed Specifications and System Requirements.

5.1.2.2 Project Narrative

Using *Attachment 1 – Technical Proposal*, bidders must provide narrative responses for how the bidder will achieve the requirements requested in *Section 4 Contractor Requirements*. If asked to describe how fees or payment points are determined DO NOT include any cost amount, only describe the process for determining the basis of rates or quantities used in cost calculations.

5.1.3 Bidder's Cost Proposal

Proposer shall submit a completed *Attachment 2 – Cost Proposal* in a separately sealed package within the proposal submission and it must be clearly identified as the Financial Proposal as indicated in *Section 5.3 Instructions for RFP Proposal Submission*. Each item must be completed with no lines omitted.

Proposer shall not modify or change the form, provide alternative pricing, or deviate from the Financial Proposal form; doing so may render the bid non-responsive and may result in it being eliminated from further evaluation. Add-on costs that do not conform with *Attachment 2 – Cost Proposal* will not be evaluated, will be disregarded as extraneous, and will not be considered. Alternative pricing methodologies will not be considered and may result in the rejection of the proposal.

5.2 Proposal Preparation

- Where signatures are required, the document should have a handwritten signature or digital signatures for PDFs².
- OVS discourages overly lengthy proposals. Therefore, marketing brochures, user manuals, or other materials beyond those sufficient to present a complete and effective proposal are not desired. For OVS to evaluate proposals fairly and completely, proposals should follow the format set out herein to provide all requested information. The bidder should not repeat information in more than one section of the proposal. If information in one section of the proposal is relevant to a discussion in another section, the bidder should make specific reference to the other section, rather than repeating the information.
- Audio and/or videos files are not allowed. Any submitted audio or video files will not be considered by the evaluation team.

² For information on signing PDFs, visit: <https://helpx.adobe.com/acrobat/using/signing-pdfs.html> or <https://helpx.adobe.com/acrobat/using/certificate-based-signatures.html>

- All proposal sections must be packaged separately, be clearly identified, and contain page numbers.
- Electronic submissions must not contain any password protected files or encryption requiring special access.
- Drop boxes, shared file systems, or other internet-based document sharing systems are not acceptable forms of proposal submission.
- Financial Proposals must be submitted in a separate email containing **only** the *Attachment 2 – Cost Proposal*. Other forms or documents for the cost proposal will not be accepted.
- Proposals must be received by the date and time specified in the RFP Timeline.

5.3 Instructions for RFP Proposal Submission

The Technical, Financial and Administrative proposal (*Section 5.2 Proposal Preparation*) should be emailed separated and identified as follows:

Proposal Package	Email Submission Contents
Administrative Proposal	<ul style="list-style-type: none"> • All required elements listed in <i>Section 5.1.1 – Administrative Proposal</i>.
Technical Proposal	<ul style="list-style-type: none"> • Completed <i>Attachment 1 – Technical Proposal</i> • Supporting documents as necessary.
Financial Proposal	<ul style="list-style-type: none"> • Completed <i>Attachment 2 – Cost Proposal</i> only

The attachment size limitations are 150MB for each email. Administrative Proposal documents may be combined into a single PDF, separate attachments, or in a compressed zip file. Technical proposal supporting documents may combined into a single PDF, separate attachments, or in a compressed zip file but must not be combined into a PDF with the *Attachment 1 – Technical Proposal*.

Proposals must be submitted to the email address provided below by the end of the day listed in the *RFP Calendar of Events* on the cover page of this RFP:

Email Submissions:

Cristin.Connor@ovs.ny.gov

Subject: SOECK RFP Proposal: <Proposal Package Name>

6 Proposal Evaluation

Pursuant to State Finance Law, the basis for contract award under this RFP will be “best value,” optimizing quality, cost, and efficiency among responsive and responsible bidders.

6.0 Proposal Clarification

OVS reserves the right to require a bidder to provide clarification and validation of its proposal through any means OVS deems necessary. Failure of a bidder to cooperate with OVS’s efforts to clarify or validate proposal information may result in the proposal being labeled as non-responsive and given no further consideration.

6.1 Evaluation Process Overview

There will be four phases to the evaluation process. Proposals which pass Phase One of the evaluation will be further evaluated in Phase Two. Bidders susceptible to award will be evaluated in Phase Three. The apparent awardee will be evaluated as outlined within Phase Four.

6.1.1 Phase One Evaluation – Proposal Screening

All timely submitted proposals will be evaluated in Phase One. Each proposal will be screened for completeness and conformance with OVS’s requirements for proposal submission as specified in this

RFP. Proposals which do not meet the requirements may be labeled as non-responsive and may not be given further consideration. All proposals that pass this stage of the evaluation process will be further evaluated in Phase Two.

6.1.2 Phase Two Evaluation – Technical and Financial Evaluation

6.1.2.1 Technical Evaluation (59 Points)

Bidders who pass Phase One of the evaluation will receive a Technical Evaluation. Scoring will be based on the bidder's responses as submitted in their Technical Proposal.

6.1.2.2 Diversity Practices (1 Point)

Bidder must provide their Diversity Practices on the form provided in this RFP as *Attachment 3 – Diversity Practices Questionnaire*. Additional sheets should be attached as necessary to fully describe your company's Diversity Practices. Available points will be awarded based upon the answers provided on the *Attachment 3 – Diversity Practices Questionnaire*. Points will not be awarded based on a company's status as a certified MWBE firm. Pursuant to §310(22) of Article 15A of New York State Executive Law, "Diversity Practices" shall mean the Contractor's practices and policies with respect to:

1. Utilizing certified minority and women-owned business enterprises in contracts awarded by a State agency or other public corporation, as subcontractors and suppliers; and
2. Entering into partnerships, joint ventures or other similar arrangements with certified minority and women-owned business enterprises as defined in this article or other applicable statute or regulation governing an entity's utilization of minority and women-owned business enterprises.

6.1.2.3 Financial Evaluation (30 Points)

The bidder's financial proposal will be scored concurrently and separately from the Technical Evaluation. Scoring will be based on bidder's response as submitted in their *Attachment 2 – Cost Proposal*. Bidders who submit cost proposals with blank bid line items grant OVS the right to interpret such line items to have zero associated charge.

6.1.3 Phase Three Evaluation – Demonstration (10 Points)

Bidders susceptible to an award will be invited to a virtual presentation to the Technical Evaluation Committee to address the topics defined below. Bidders should be prepared to conduct their presentation within approximately two (2) to three (3) weeks after notification. Bidders will be responsible for all cost(s) associated with their presentation.

Each invited bidder will have two (2) hours to address the following topics during their presentation:

- Illustrate and explain using a product demonstration or a process flow diagram how you will approach design and development of the system requirements, with special emphasis on the scenarios presented in *Exhibit A: Use Cases*. Using the information included within each scenario, bidders will be expected to demonstrate each use case.
- Describe a prior design and implementation project that encountered problems and explain through use of a diagram how managerial processes were applied to successfully resolve them.
- Explain using a diagram how your practices and procedures for risk and change management will be implemented throughout the project lifecycle.
- Identify which of the project phases poses the greatest risk to meeting the schedule and illustrate diagrammatically how you will mitigate these risks.

All slides and other documents shown or distributed during the Bidder Presentation will be included in the contract award documents and will become the property of OVS. The presentation team should

include the bidder's personnel critical to the oversight of the project. OVS will not be responsible for expenses incurred in preparing or delivering the presentation. Such costs should not be included in the Proposal.

Bidders who are eligible to present and fail to present will be omitted from further consideration.

A bidder is susceptible to award if the bidder's composite score (the sum of the Technical Evaluation, Cost Evaluation, and Diversity Practices) is within 10 points or less of the highest composite score. For example, if the highest composite score is 88, any bidder with a composite score of 78 or higher is susceptible to award.

If only one bidder is susceptible to award, OVS reserves the right to waive the demonstration phase of the evaluation.

6.1.4 Phase Four Evaluation – Reference Qualification Evaluation (Pass/Fail)

References provided on *Attachment 10 – References* will be checked on a pass/fail basis for the top ranked, apparent awardee only.

6.2 Composite Scores and Final Ranking

The preliminary composite score will be calculated by adding the Technical Evaluation points, Diversity Practices points, and Financial Evaluation Points. Finalists (bidder's susceptible to an award) will be determined based upon preliminary composite scores.

The final ranking will be calculated by adding the preliminary composite score with the Demonstration score.

The contract will be awarded to the bidder whose proposal obtains the highest final aggregate score. The table below summarizes the evaluation point distribution:

Evaluation Component	Points
Technical Evaluation	59
Financial Evaluation	30
Diversity Practices	1
Preliminary Composite Score	90
Demonstration	10
Final Composite Score	100

If bidders receive the same final score, OVS will use the following tie breaking mechanisms, in the order listed, to determine the final ranking:

1. The bidder's Financial Score.
2. The bidder's Demonstration Score.

7 Administrative Requirements

With the submission of a response to this Request for Proposals, the bidder agrees to the proposal conditions outlined in this section.

7.0 General Requirements

By submission of a Proposal, the bidder affirms acceptance of and compliance with all requirements and specifications outlined in this RFP. If any part of the work required by this RFP is subcontracted, the Contractor is responsible for all requirements identified in this document.

7.1 Solicitation

This RFP is a solicitation for proposals, not an offer for a contract.

7.2 Liability

Neither OVS nor the State of New York shall be liable for any costs incurred by a bidder in the preparation and production of any proposal, or for any work performed prior to the award of a formal contract.

7.2.1 Save Harmless Clause

The selected bidder agrees and stipulates that it will assume all risks of liability in the performance of services to be provided under this proposal and that it will be solely responsible and liable for damages resulting from all accidents and injuries to person(s) or property. The selected bidder agrees to indemnify, keep and hold harmless the State of New York, its officers and employees for any and all claims for injury or damage to persons or property, arising out of the service to be performed under this proposal, including negligence, active or passive, or wrongful or improper conduct of the selected bidder, its agents or employees.

7.3 Questions

There will be an opportunity for submission of written questions and requests for clarification with regard to this RFP. For more information about this process refer to *Section 1.5.1 Proposal Questions / Inquiries and Response*. It is the bidder's responsibility to ensure written questions and/or requests for clarification are received by the Designated Contact(s) no later than the Deadline for Submission of Written Questions (Calendar of Events).

7.4 Payment Requirements

The contractor should submit invoices for services rendered and for acceptance by OVS to the following designated payment office:

ovsasutasks@ovs.ny.gov

The Agency pays charges after the services and/or products are provided and does not pay in advance for these services and/or products. Fees paid for which it is subsequently determined that the Contractor was not entitled must be reimbursed to the Agency, and the Agency may do so by subtracting such fees from any payments that later become due to the Contractor under the Contract.

Payment requests must include appropriate backup documentation to support the request for payment. All payments will be made in accordance with Article XI-A of the State Finance Law.

The Contractor shall provide complete and accurate billing invoices to OVS to receive payment. Billing invoices submitted to OVS must contain all information and supporting documentation required by the Contract, OVS, and the State Comptroller. Payment for invoices submitted by the Contractor shall be sent to the address listed on the W-9 submitted by the Contractor with the returned, signed contract. To expedite payment, the Contractor may register for Electronic Funds Transfer by updating its registration with the Vendor Management Unit in the Office of the State Comptroller. Vendor support information is available at <http://www.sfs.ny.gov> as well as helpdesk@sfs.ny.gov and toll-free at (855) 233-8363.

Contractor shall agree that payments for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Agency, in the Agency's sole discretion, due to extenuating circumstances. Such electronic payments shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us, by e-mail at helpdesk@sfs.ny.gov, or by telephone at (518) 457-7737 or toll free (877) 737-4185. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller if it does not comply with the State Comptroller's

electronic payment procedures, except where the Agency has expressly authorized payment by paper check as set forth above.

7.5 Payment Schedule

Payments will be based on the successful completion, submittal, and OVS approval of the defined deliverables for each major project activity as detailed in the Contractor Requirements and Attachment 2 – Cost Proposal. OVS will be responsible for verifying each deliverable prior to payment.

Reimbursement for travel, meals, or lodging expenses associated with this project shall not exceed: (i) the rates authorized by the NYS Office of the State Comptroller for State employee travel and (ii) the amount set forth in the *Attachment 2 - Cost Proposal*.

Monthly invoices for the maintenance and support period will be due no later than 45 days from the end of the month in which the services were rendered.

7.6 Timely Submission

The bidders are solely responsible for timely delivery of their bid to the location set forth by the stated bid due date/time and are solely responsible for delays in receipt, including but not limited to those due to third-party carriers.

7.7 Bid Security

OVS reserves the right to use any and all information contained in a bid to the extent permitted by law. If the bidder asserts that any portion of the bid contains copyrighted material, trade secrets, or any other information in which the bidder asserts a proprietary interest, such assertion must be explicitly stated in the bid. Each bidder's proposal will be held in strict confidence by OVS/State of New York staff and will not be disclosed except as expressly provided herein and to the Office of the Attorney General and the Office of the State Comptroller as may be necessary to obtain approval for the final Contract and except as required by law.

7.8 Bid Effective Period

The bidder's bid must be firm and binding for a period of at least 120 days following the proposal due date.

7.9 Bid Opening

Bids will not be opened publicly. OVS reserves the right at any time to postpone or cancel a scheduled bid opening.

7.10 Bidder Proposal Clarification

Prior to award, OVS reserves the right to seek clarifications, request proposal revisions, or to request any information deemed necessary for proper evaluation of proposals from all bidders deemed to be eligible for Contract award. Failure of a bidder to cooperate with OVS's effort to clarify a proposal may result in the proposal being labeled as non-responsive and be given no further consideration.

Additionally, OVS reserves the right to use information submitted by the bidder in response to OVS's request for clarifying information in the course of evaluation and selection under this RFP.

7.11 Bid Evaluation and Selection

See *Section 6.2 Composite Score and Final Ranking*, regarding bid selection and point allocation. Submitted bids may be reviewed and evaluated by any personnel or agents of OVS, other than those associated with a competing bidder.

7.12 Contract Negotiations and Authorized Negotiators

During contract negotiations, OVS must have direct access to bidder personnel who have full authority to make commitments on behalf of the bidder. Bidders must include, as part of their proposal, any restrictions under which their primary negotiators will operate.

7.13 Bid Review and Contract Approval

The Contract resulting from this RFP will not be effective until approved by the Office of the Attorney General and the Office of the State Comptroller.

7.14 Debriefing Sessions

A debriefing is available to any entity that submitted a proposal or bid in response to a solicitation ("Bidder"). A bidder will be accorded fair and equal treatment with respect to its opportunity for debriefing. Debriefing must be requested in writing by any bidder within fifteen (15) calendar days of OVS notifying the unsuccessful bidders that another vendor was selected. A bidder's written request for a debriefing must be submitted to the Designated Contact. The debriefing will be scheduled within ten (10) business days of receipt of written request by OVS or as soon after that time as practicable under the circumstances.

Please note that the debriefing will be limited to only the strengths and weaknesses of the bidder's proposal and will not include any discussion of other proposals.

7.15 Bid Protest Procedure

Bidders who receive a notice of non-award may protest the award decision by filing a protest with OVS. All protests must be filed within ten (10) business days of receipt of a debriefing, or ten (10) business days of receipt of the notice of non-award, whichever is later. The protest letter must be submitted to the Designated Contact. Please include the title of this solicitation in your correspondence.

OVS will review and consider the merits of the protest and will decide whether the protest is approved or denied. The bidder will be provided with written notification of the review decision within seven (7) business days of receipt of the protest. The original protest and decision will be filed with the Office of the State Comptroller (OSC) when the contract procurement record is submitted for approval and OVS will advise OSC that a protest was filed.

7.16 Conflict of Interest

7.16.1 Organizational Conflict of Interest

To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to OVS.

1. Any organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, impair or appear to impair the Contractor's objectivity in performing the work for OVS.
2. The Contractor agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to OVS. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with OVS, to avoid, mitigate, or minimize the actual or potential conflict.
3. To the extent that the work under this contract requires access to personal, proprietary, or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

7.16.2 Personal Conflict of Interest

The following provisions with regard to management or professional level employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

1. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Contractor agrees to notify OVS immediately of any actual or potential personal conflict of interest with regard to any such person working on or having access to information regarding this contract, as soon as the Contractor becomes aware of such conflict. OVS will notify the Contractor of the appropriate action to be taken.
2. The Contractor agrees to advise all management or professional level employees involved in the work of this contract that they must report any personal conflicts of interest to the Contractor. The Contractor must then advise OVS, which will advise the Contractor of the appropriate action to be taken.
3. Unless waived by OVS, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual, apparent, or potential conflicts of interest, both personal and organizational, as defined herein, have been reported to OVS. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by OVS. Along with the annual certification, the Contractor shall also submit an update of any changes in any conflict-of-interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of the contract award, and all subsequent certifications shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.
4. In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by OVS or first generated during contract performance, of a sensitive nature which should not be released without OVS's approval. If this situation occurs, the Contractor agrees to obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to OVS, any information or data provided by OVS or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of OVS. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to OVS so that OVS can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

7.16.3 Remedies

1. OVS may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to OVS, OVS may terminate the contract, or pursue such other remedies as may be permitted by the terms this RFP or contract Appendices.
2. The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has developed the statement of work or the solicitation package.
3. The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, unless otherwise authorized by OVS.

7.17 Freedom of Information Law

Your proposal to OVS, including accompanying documents, is subject to the Freedom of Information Law (FOIL) found in Article 6 of the N.Y. Public Officer Law (POL). FOIL provides that certain records are exempt from disclosure, including those that contain (1) trade secrets, (2) information that, if disclosed, would cause substantial injury to the competitive position of your organization, or (3) critical infrastructure information.

Records may be redacted to protect only the portions of documents that fall within a FOIL exemption. An entire document may not be withheld if only a portion of the document is exempt from disclosure. Blanket assertions that information is a trade secret, confidential, or proprietary are insufficient to justify withholding information under FOIL. If you identify information seeking an exemption from public disclosure due to the above-mentioned reasons such request will be reviewed, and a determination will be made as to whether the information is exempt from disclosure under FOIL. However, such submissions seeking non-disclosure will not be considered unless it is accompanied with an explanation justifying the privilege. The State's determination may be appealed pursuant to POL §87(2)(b), and the State, without having to request it, will redact information that "if disclosed would constitute an unwarranted invasion of personal privacy."

7.18 Litigation Support

The Contractor will be required to support OVS in any litigation as part of participation in the contract.

8 General Requirements

With the submission of a response to this Request for Proposals, the bidder agrees to all contract conditions outlined in this Section except that bidders may propose changes as allowable in *Section 4.13 - Extraneous Terms*.

8.0 State's Rights to Proposals

By submitting a proposal, the bidder agrees not to make any claim for, or have any right to damages because of any misinterpretation or misunderstanding of the specifications, or because of any misinformation or lack of information. OVS reserves the right to exercise the following:

- Change any of the scheduled dates herein;
- Amend RFP Requirement(s) after their release to correct errors or oversights, or to supply additional information as it becomes available and, if so, notify all potential bidders on the Agency-maintained Bidders List;
- Withdraw the RFP, at its sole discretion without any obligation or liability to any vendor;
- Eliminate any mandatory, non-material requirement that cannot be complied with by all of the prospective bidders;
- Evaluate, accept and/or reject any and all proposals, in whole or in part, and waive technicalities, irregularities, and omissions if, in OVS's judgement, the best interests of OVS will be served. In the event compliant bids are not received, OVS reserves the right to consider late or non-conforming bids as offers;
- Require the bidder to demonstrate, to the satisfaction of OVS, any information presented as part of their proposal;
- Require clarification at any time during the procurement process and/or require correction of arithmetic or other 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 solicitation;
- Disqualify any bidder whose conduct and/or bid fails to conform to the requirements of the solicitation;
- Use proposal information obtained through OVS's investigation of a bidder's qualifications, experience, ability, or financial standing, and any material or information submitted by the bidder in response to OVS's request for clarifying information in the course of evaluation and selection under this RFP;
- Prior to the bid opening, determine a tie-breaking mechanism for award of the Contract to serve the best interests of OVS and the State of New York;
- Negotiate with the successful bidder within the scope of the RFP to serve the best interests of OVS and the State of New York;

- Conduct Contract negotiations with the next ranked responsible bidder should the awarded Contractor fail to implement these Services upon approval of the Contract;
- If OVS must terminate the Contract for non-performance or the Contractor is unable to maintain the support required, OVS reserves the right, with the approval of the Attorney General and the Office of the State Comptroller, to award a contract to the next highest ranked bidder of the original bid submission within the first twelve (12) months of the contract start date;
- Utilize any or all ideas submitted in the proposals received;
- Make an award under the RFP in whole or in part; and
- Seek revisions of proposals.

Bids containing false or misleading statements, or which provide project contacts that do not support an attribute or condition claimed by a bidder may be disqualified from consideration. If, in the opinion of OVS, a statement is intended to mislead OVS in its evaluation of the bid, and the attribute, condition, or capability is a requirement of the RFP, the bid shall be disqualified from consideration.

8.1 Mandatory Contract Provisions

OVS requires the following:

1. The bidder will read *Appendix A – Standard Clauses for New York State Contracts*, which will be incorporated as part of the contract without revision.
2. All outstanding tax liabilities, if any, against the bidder in favor of the State of New York must be satisfied prior to contract execution or a payment schedule established for their speedy satisfaction.
3. The bidder must maintain adequate records as prescribed by OVS to substantiate all claims for payment and must make those records available for examination and copying.
4. The first step of dispute resolution will be through conference between OVS and the Contractor. Unresolved disputes will be decided by the Director of OVS, or their designee, before either party pursues any legal remedy. If the Contractor pursues any legal or equitable remedy outside OVS, the Contractor will continue to perform work in accordance with the direction of OVS until such proceedings may be concluded and will continue to be paid, less an amount attributable to the disputed work.
5. Contract disputes that go to litigation must be pursued in a court of competent jurisdiction of the State of New York. New York law will govern the dispute and the venue must be laid in Albany County, New York.
6. The contract will not be effective until it is approved by the Office of the State Comptroller.
7. The provisions of this RFP and of all attachments, and the Contractor's Response, will be made a part of the contract, as though separately and fully stated therein.
8. Articles XI-A of the State Finance Law ("prompt payment" legislation) regulates the procedures for making contract payments.
9. The laws of the State of New York shall be the law which shall govern the interpretation or application of any of the terms or conditions of this proposal or subsequent contract.
10. The State of New York retains the right to cancel this contract without reason, provided that the contractor is given sixty (60) days' notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract to stop work immediately for unsatisfactory work but is supplementary to that provision.
11. The New York State Office of Victim Services reserves the right to terminate this contract in the event it is found that the certification filed by the bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the New York State Office of Victim Services may exercise its termination right by providing written notification to the bidder in accordance with the written notification terms of this contract.
12. The Office of Victim Services **cannot** pay cancellation charges.

8.2 Appendix A – Standard Clauses for New York State Contract

The terms of *Appendix A, Standard Clauses for New York State Contracts*, attached hereto, are hereby incorporated into this RFP and any resulting contract. The Contractor is required to adhere to all clauses.

8.3 Appendix D - General Conditions for Agreements

The terms of *Appendix D, General Conditions*, attached hereto, are hereby incorporated into this RFP and any resulting contract, and shall govern any situations not covered by this RFP or Appendix A.

8.4 Encouraging the Use of New York Businesses in Contract Performance

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

Each bidder must complete and submit the *Attachment 7 – Encouraging Use of New York State Businesses* form.

8.5 Contractor Assurances

The bidder warrants that it has carefully reviewed OVS's needs as described in the RFP and its attachments/supplements. Bidder also warrants that it has familiarized itself with OVS's specifications and that it can provide such services as described in the RFP and as offered in its Bid.

If awarded the contract, the bidder agrees that it will perform its obligations hereunder in accordance with all applicable Federal, State, and local laws, rules, and regulations now or hereafter in effect.

The bidder further warrants and affirms that the terms of this RFP and any resultant contract do not violate any contracts or agreements to which it is a party and that its other contractual obligations will not adversely influence its capabilities to perform under the contract.

8.6 RFP Order of Precedence

In the event of any inconsistency in or conflict among the document elements of the future contract identified herein, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the order set forth below:

1. Appendix A: Standard Clauses for New York State Contracts
2. Appendix D: General Conditions
3. The contract resulting from this RFP
4. This RFP and Addenda, including any modifications by OVS and by official OVS responses to questions.

8.7 Procedures for Amendments

See "III. Modification" in *Appendix D*.

Any request by the Contractor to change or amend any part of the contract shall be made, in writing, to OVS and may be subject to approval by the Office of the State Comptroller and/or the Office of the Attorney General.

8.8 Equal Employment Opportunities

- A. The Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated thereunder by the Division of Minority and Women's Business Development of the New York State Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

B. The Contractor shall comply with the following provisions of Article 15-A:

1. Each contractor and subcontractor performing work on the Contract shall undertake or continue existing Equal Employment Opportunity (EEO) programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
2. The Contractor shall submit an EEO policy statement to the New York State Office of Victim Services within seventy-two (72) hours after the date of notice by New York State Office of Victim Services to award the Contract to the Contractor
3. If the Contractor or Subcontractor does not have an existing EEO policy statement, the New York State Office of Victim Services may provide the Contractor or Subcontractor a model statement (see *Appendix F*).
4. The Contractor's EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status; will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination; and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status.
 - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each Subcontractor as to work in connection with this Contract.

C. Staffing Plan

To ensure compliance with this Section, for those contracts reaching \$250,000 or greater, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

D. Workforce Employment Utilization Report ("Workforce Report")

1. The Contractor shall submit a Workforce Report and shall require each of its Subcontractors to submit a Workforce Report, in such format as shall be required by the New York State Office of Victim Services on a monthly basis during the term of the contract.
2. Separate forms shall be completed by the Contractor and any Subcontractor.
3. In limited instances, the Contractor may not be able to separate out the workforce utilized in the performance of the Contract from the Contractor's and/or Subcontractor's total workforce. When a separation can be made, the Contractor shall submit a Workforce Report and indicate that the

information provided is related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from the Contractor's and/or Subcontractor's total workforce, the Contractor shall submit the Workforce Report and indicate that the information provided is the Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

- E. The Contractor shall comply with the provisions of the Human Rights Law, and all other State and federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

8.9 Consultant Disclosure Requirements

Chapter 10 of the Laws of 2006 amended State Finance Law §8 and §163 by instituting new reporting requirements in contracts for consultant services. As a result of this amendment to the law, State contractors are required 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. Chapter 10 of the Laws of 2006 expanded the definition of 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.

In order to comply with these requirements, the Contractor is required to complete the State Consultant Services Contractor's Planned Employment from Contract Start Date Through the End of the Contract Term ("Form A"). The completed form must include information for all employees providing services under the Contract, whether employed by the Contractor or a subcontractor.

Additionally, the Contractor is required to submit annual employment reports to OVS, the Office of the State Comptroller, and the Department of Civil Service. This reporting will be accomplished through the State Consultant Services Contractor's Annual Employment Report ("Form B"). Form B must be submitted each year the contract is in effect and will capture historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1 – March 31).

Information regarding Consultant Disclosure Legislation, including where Form B must be submitted, can be obtained on the website of the Office of the State Comptroller at:

<http://www.osc.state.ny.us/agencies/guide/MyWebHelp/Content/XI/18/C.htm>.

8.10 Conformance to RFP

Any exceptions or objections to the terms, conditions, and requirements of this RFP are governed by, and to be submitted in accordance with, the *Section 4.13 Extraneous Terms*. Bidders are cautioned that any such exceptions or objections may render their bid non-responsive.

8.11 Relationship as Independent Contractor

The relationship of the Contractor to OVS is that of an independent contractor, and the Contractor, in accordance with its status as such, covenants and agrees that it will conduct itself in a manner consistent with such status, that it will not hold itself out as an agent of OVS by reason of this agreement, and that no employee of the Contractor, by reason of this agreement, will claim to be an officer or employee of OVS or make any claim, demand, or application for any benefit, right, or privilege applicable to employees of the State of New York.

8.12 Prime Contractor/Subcontractor

The successful bidder shall act as prime Contractor under the Contract and shall be held solely responsible for Contractor performance by the bidder, its partners, officers, employees, sub-contractors, and agents. The bidder shall be responsible for payment of all Subcontractors and suppliers, including all third-party service providers contracted by or through the bidder in performance of the Contract.

Where Services are supplied by or through the Contractor under the Contract, it is mandatory for the Contractor to assume full integration responsibility for delivery, installation, maintenance, performance, and support services for such items, as applicable. The Contractor shall also be responsible for payment of any license fees, rents, or other monies due to third parties for services or materials provided under the Contract.

Proposed subcontractors must be identified at the time of bid submission and are subject to the approval of OVS.

8.13 Advertising

The Contractor agrees not to use OVS's name, logos, images, or any Data or results arising from this procurement process or Contract as a part of any commercial advertising without prior written approval of OVS.

8.14 Tax Law §5-A

Tax Law §5-A is effective with all solicitations to purchase issued by covered agencies on or after January 1, 2005. It applies to contracts where: (1) the total amount of such persons' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates, subcontractors, or affiliates of subcontractors whose sales delivered into New York State exceed \$300,000 for the four quarterly periods immediate preceding the quarterly period in which the certification is made; and (2) the contracts or agreements with State agencies or public authorities for the sale of commodities or services have a value in excess of \$100,000. This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, its subcontractors, and affiliates of the subcontractors are required to register to collect State sales and compensating use tax. Where required to register, the contractor must also certify that it is, in fact, registered with the New York State Department of Taxation and Finance (DTF). The law prohibits the Comptroller, or other approving agency, from approving a contract awarded to a vendor meeting the registration requirements but who is not so registered in accordance with the law.

Upon notice of potential award, the responsive Bidder may be required to submit, within ten (10) business days of receipt of the notice, the New York State Tax Law §5-A Contractor Certification Forms (*ST-220-CA and ST-220-TD*). Failure to respond may render a bidder non-responsive and non-responsible. Bidders shall take the necessary steps to provide properly certified forms to ensure compliance with the law.

Bidders may call the DTF at 1-800-972-1233 for any and all questions relating to Tax Law §5-A and relating to a company's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF website: <https://www.tax.ny.gov/>.

8.15 Termination Pursuant to Tax Law §5-A

In addition to the provisions for termination set forth in *Appendix D*, OVS reserves the right to terminate this Contract in the event it is found that the certification filed by the Contractor in accordance with §5-A of the Tax Law was not timely filed during the term of the Contract, or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, OVS may exercise its termination right by providing written notification to the Contractor.

8.16 Vendor Responsibility Questionnaire

If this or any other contract the Vendor has with the State of New York is valued at \$100,000.00 or more, OVS requires that the Vendor file the required Vendor Responsibility Questionnaire online via the New York

State VendRep System. However, vendors may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <https://osc.state.ny.us/vendrep/index.htm>, or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the Office of State Comptroller's Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website at <https://osc.state.ny.us/vendrep/index.htm> or may contact OVS or the Office of the State Comptroller's Help Desk for a copy of the paper form.

Vendors must provide their New York State Vendor Identification number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's help desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us.

To be considered timely, questionnaires filed via the VendRep System require that a vendor certify a questionnaire no more than six months before the due date of the bid. If you are bidding on other state contracts in the future, you only have to update any changes that have occurred in the last six months or since the last time you updated your questionnaire (you do not have to completely fill out a new questionnaire unless you have made a major change to your company).

8.17 Diversity Practices Questionnaire

Diversity practices are the efforts of contractors to include New York State Certified Minority and Women-owned Business Enterprises (M/WBEs) in their business practices. Diversity practices may include past, present, or future actions and policies, and include activities of contractors on contracts with private entities and governmental units other than the State of New York. Assessing the diversity practices of contractors enables contractors to engage in meaningful, capacity building collaborations with M/WBEs.

8.18 Responsibility Provisions

The State must conduct business only with responsible entities.

8.18.1 General Responsibility

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

8.18.2 Suspension of Work (for Non-Responsibility)

The Director or their designee, in their sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when they discover information that calls into question the responsibility of the Contractor. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Director or their designee issues a written notice authorizing a resumption of performance under the Contract.

8.18.3 Termination (for Non-Responsibility)

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

8.19 Insurance Requirements

8.19.1 General Requirements

- A. Prior to the start of this Agreement, the Contractor shall procure, at its sole cost and expense, all insurance coverage required by this Section.
- B. All required policies of liability insurance shall name the State of New York, Office of Victim Services, and their officers, employees, and agents as an additional insured.
- C. All insurance required by this section shall be written by companies licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York and that have an A.M. Best Company rating of "A-", Class "VII" or better.
- D. All required policies of liability insurance shall provide that the required coverage shall be primary and non-contributory to other insurance available to the State.
- E. All required policies of liability insurance shall be written such that OVS is afforded at least thirty (30) days' prior notice of cancellation, modification, or renewal of coverage.
- F. The Contractor shall notify OVS of any claims arising from the activities or operations under this Agreement as soon as practicable, but in no event more than five (5) days from the Contractor's receipt of notice of the accident or claim.
- G. During the term of this Agreement, the Contractor shall maintain in force any and all policies of insurance required by this section.
- H. Contractor shall require any of its contractors retained in relation to this Agreement to meet the requirements of this Section. Contractor shall provide OVS with proof of any such contractor's insurance as provided in 6.20.3 and 6.20.4 of this Section.

8.19.2 Insurance Coverage Types and Minimum Policy Limits

Contractor shall procure the types of insurance coverage and minimum liability limits set forth below. Contractor may meet the required insurance coverage limits through a combination of primary and excess/umbrella liability policies.

- A. Commercial General Liability Insurance for claims that may arise out of ongoing and completed operations under the Agreement. Such policy shall have a liability limit of at least \$1,000,000 each occurrence and at least \$2,000,000 general aggregate.
- B. Comprehensive Business Automobile Liability Insurance covering liability arising out of any automobile used in connection with performance under this Agreement including owned, leased, hired, and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Law of the State of New York to bear license plates. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least \$2,000,000 each accident.
In the event that the Contractor does not own, lease, or hire any automobiles used in connection with performance under this agreement, the Contractor is not required to obtain Comprehensive Business Automobile Liability Insurance.
- C. Fire Insurance. Such policy shall have a liability limit of at least \$500,000; if such insurance contains an aggregate limit, it shall apply separately on a per-location basis.

8.19.3 Proof of Liability Insurance

- A. Prior to the start of this Agreement, the Contractor shall provide OVS with an Acord 25 Certificate of Insurance in accordance with the conditions set forth below.
 - i. Forms shall reference the Contract number.
 - ii. The certificate holder shall be "New York State Office of Victim Services, 80 S. Swan St., 2nd Floor, Albany, NY 12210."

- iii. Forms shall be completely filled out with the date of issuance, names of the insured, carrier, policy numbers, coverage period, any deductible or self-insured retention amounts, each occurrence and aggregate limits, and exclusions or additional insured endorsements to the policy.
 - iv. Forms shall be signed by an authorized representative of the reference insurance carriers.
 - v. Only original forms or electronic versions of the same that can be directly traced back to the insurer, agent, or broker via email distribution or similar means will be accepted.
- B. Upon renewal of insurance coverage, the Contractor shall submit to OVS current proof of insurance.

8.19.4 Workers' Compensation and Disability Benefits Insurance

Prior to the start of this Agreement, the Contractor shall provide OVS with proof of Workers' Compensation Insurance and Disability Benefits Insurance. The following are the only acceptable means of proof; ACORD forms are NOT acceptable proof of coverage.

A. Workers' Compensation

- i. CE-200: Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage; or
- ii. C-105.2(9-07): Certificate of Workers' Compensation Insurance; note: the State Insurance Fund provides its own version of this form, the U-26.3; or
- iii. SI-12: Certificate of Workers' Compensation Self-Insurance.

B. Disability Benefits

- i. CE-200: Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage; or
- ii. DB-120.1: Certificate of Disability Benefits Insurance; or
- iii. DB-155: Certificate of Disability Benefits Self-Insurance.

8.20 Prevailing Wages/ Payroll Certification

Prevailing Wage does not apply to the services involved in this procurement.

8.21 NYS Finance Law § 139-I

Pursuant to N.Y. State Finance Law §139-I, every bid made on or after January 1, 2019 to the State or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed and where otherwise required by such public department or agency, shall contain a certification that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of N.Y. State Labor Law §201-g.

N.Y. State Labor Law § 201-g provides requirements for such policy and training and directs the Department of Labor, in consultation with the Division of Human Rights, to create and publish a model sexual harassment prevention guidance document, sexual harassment prevention policy, and sexual harassment prevention training program that employers may utilize to meet the requirements of N.Y. State Labor Law §201-g. The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers, can be found online at the following URL:

<https://www.ny.gov/combating-sexual-harassment-workplace/employers>.

Pursuant to N.Y. State Finance Law §139-I, any bid by a corporate bidder containing a certification required above shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the bidder.

If the bidder cannot make the required certification, such bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the bidder cannot make the certification. After

review and consideration of such statement, OVS may reject the bid or may decide that there are sufficient reasons to accept the bid without such certification.

9 New York State Information Technology Requirements

Contractor shall warrant, covenant, and represent that it shall comply fully with all technology and information security laws, policies and procedures of the State, including but not limited to:

- New York State Information and Security Breach Notification Act (“ISBNA”) (General Business Law § 899-aa; State Technology Law § 208);
- Acceptable Use of Information Technology Resources Policy;
- Information Security Policy;
- Security Logging Standard;
- Information Security Risk Management Standard;
- Information Security Controls Standard;
- Sanitization/Secure Disposal Standard;
- Mobile Device Security Standard; and
- Remote Access Standard.

ITS Security Policies and Standards may be found at <https://its.ny.gov/tables/technologypolicyindex>

The contractor shall document its information security policy, standards, and procedures, and shall make them available for review by OVS upon request.

9.0 Accessibility

The Contractor must supply TTY (teletypewriter) capability in compliance with the Americans with Disabilities Act.

In addition, Section 508 of the U.S. Department of Health & Human Services requires that all website content (web applications and web pages) be accessible to people with disabilities.

9.1 Unauthorized Data Use or Transmission

The Contractor agrees that all Data provided by OVS or accessed by the Contractor under the terms of the Contract shall be used expressly and solely for the authorized purposes set forth in the Contract. Data shall not be distributed, used, repurposed, or shared across other applications, environments, or business units of the Contractor.

The Contractor agrees that no Data provided by OVS or accessed by the Contractor shall be transmitted, exchanged, or otherwise passed to other contractors, agents, subcontractors or any other interested parties, except as expressly and specifically agreed to in writing by OVS.

The Contractor agrees that no Data provided by OVS or accessed by the Contractor under the terms of the Contract will be processed on or transferred to any portable computing device or any portable storage medium, unless that device or storage medium is a necessary and approved component of the authorized business processes covered in the Contract and is expressly and specifically agreed to in writing by OVS.

The Contractor shall hold OVS harmless from any damage or loss, including a consequential financial loss, arising from the acts or omissions of the Contractor, its subcontractors, officers, employees, or agents related to the unauthorized activities described herein while providing services under this Contract.

In addition, in the event that any Data is lost or destroyed because of any act or omission of the Contractor or any non-compliance with the obligations of this RFP and its resultant Contract, then the Contractor, at its own expense, shall restore such Data as soon as feasible. The contractor shall reimburse OVS for any costs

incurred by OVS in correcting, recovering, recreating, restoring, or reprocessing such Data or in assisting therewith.

9.2 System Requirements for Information Security

The System must comply with the most recent version of NYS Information Technology Policy, Information Security no. NYS-P03-002 and its associated policies and standards found here:

<https://its.ny.gov/eiso/policies/security>

9.3 Breach of Data and Private Information

Access to OVS's Data, including "private information" as defined in the New York State Information and Security Breach Notification Act ("ISBNA"), which is set forth in General Business Law § 899-aa and State Technology Law § 208, shall be restricted to those Contractor employees and subcontractors who need to access the information to perform services under this RFP.

The Contractor shall maintain a list of employees and subcontractors who have access to this Data and provide the list to OVS upon request.

The Contractor must notify OVS Counsel and the OVS Project Lead of any suspected or actual breaches of Data, including Data that contains "private information" pursuant to the ISBNA, immediately upon discovery.

The Contractor shall hold OVS harmless from any damage or loss, including a consequential financial loss, resulting from a breach of Data including Data that contains "private information."

9.4 Ownership of Data

All Data shall be owned exclusively by OVS and will remain the property of OVS at the end of the contract. The Contractor is permitted to use Data solely for the purposes set forth in the RFP and the resulting Contract, and for no other purpose. At no time shall the Contractor access, use, or disclose any confidential information (including personal or financial) for any other purpose. The Contractor is strictly prohibited from releasing or using Data or information for any purposes other than those purpose specifically authorized by OVS. Contractor agrees that Data shall not be distributed, used, repurposed, transmitted, exchanged, or shared across other applications, environments, or business units of the Contractor or otherwise passed to other contractors, agents, subcontractors, or any other interested parties, except as expressly and specifically agreed to in writing by OVS.

9.5 Transfer and Destruction of Data

Upon the request of OVS or upon expiration or termination of the resultant contract, all Data will be transferred in a form acceptable to OVS or other designated entity within seven (7) business days.

9.6 Storage of Data, Access, and Location

OVS shall have access to its Data at all times, through the term of the Contract.

The Contractor shall physically and logically segregate this solution from the Contractor's other customers.

The Contractor must ensure that all Data related to this Contract is stored within the Contiguous United States (CONUS), in a controlled access environment, to ensure Data security and integrity. All access to Data, physical or virtual, must be conducted within CONUS and have adequate security systems in place to protect against unauthorized access to the facilities and Data stored therein. The Contractor (and/or any subcontractor) shall ensure that the facilities that store the Data and/or the SaaS infrastructure are FedRAMP certified. The Contractor must include certification documentation in its proposal submission. The Contractor shall not send any Data or permit Data to be sent to any location outside of the CONUS, any Data related to this Contract. Contractor will provide OVS with a list of physical locations where the Data is stored at any given time and will update that list if the physical location changes. Access into and within facilities must be restricted through an access control system that requires positive identification as well as maintains a log of

accesses (e.g., date and time of the event, type of event, user identity, component of the information system, outcome of the event). The Contractor shall have a formal procedure in place for granting computer system access to the Data and to track access. Access for projects outside those approved by OVS is prohibited.

The Contractor shall not copy or transfer Data unless authorized by OVS. In such an event the Data shall be copied and/or transferred in accordance with the provisions of this Section. The Contractor shall not access any Data for any purpose other than fulfilling the contract requirements. The Contractor is prohibited from Data Mining, cross tabulating, monitoring OVS's Data usage and/or access, or performing any other Data Analytics other than those required within the Contract. At no time shall any Data or processes (e.g., workflow, applications, etc.), which are either owned or used by OVS be copied, disclosed, or retained by the Contractor or any party related to the Contractor. The Contractor is allowed to perform industry standard back-ups of Data.

9.7 Request for Data by Third Parties

Unless prohibited by law, the Contractor shall notify OVS in writing within 24 hours of any request for Data (including requestor, nature of Data requested, and timeframe of response) by a person or entity other than OVS, and the Contractor shall secure written acknowledgment of such notification from OVS before responding to the request for Data.

Unless compelled by law, the Contractor shall not release Data without OVS's prior written approval.

9.8 Access to Security Logs and Reports

Upon request, the Contractor shall provide access to security logs and reports in the event of a Data breach or other such Incident. Such logs may be redacted to limit information disclosed to only that which is pertinent to the engagement and services provided.

10 List of Attachments, Appendices, and Exhibits

[Attachment 1 – Technical Proposal](#)

[Attachment 2 – Cost Proposal](#)

[Attachment 3 – Diversity Practice Questionnaire](#)

[Attachment 4 – Procurement Lobbying Bidding & Other Required Certifications](#)

[Attachment 5 – Sexual Harassment Prevention](#)

[Attachment 6 – Public Officers Law](#)

[Attachment 7 – Encouraging Use of NYS Businesses](#)

[Attachment 8 – Vendor Responsibility Questionnaire](#)

[Attachment 9 – Intent to Bid/Not Bid](#)

[Attachment 10 – References](#)

[Attachment 11 – Complete Proposal Submission Checklist](#)

[Exhibit A – Use Cases](#)

[Exhibit B – SOEC Kit](#)

[Exhibit C – SOEC Kit Storage Work Chart](#)

[Exhibit D – Contractor Confidentiality Agreement](#)

[Appendix A – Standard Clauses for NYS Contracts](#)

[Appendix D – General Conditions for Agreements NYS Office of Victim Services](#)

[Appendix F – Participation by Minority and Women-Owned Business Enterprises](#)

[Appendix G – Participation Opportunities for NYS Certified Service-Disabled Veteran Owned Businesses](#)

[Appendix H – EO 177 Certification](#)

[Form A – New York State Consultant Services Contractor’s Planned Employment Workers’ Compensation Requirements Under Workers’ Compensation Law §57](#)

[ST-220-CA Contractor Certification to Covered Agency](#)

[ST-220-TD Contractor Certification](#)

[Substitute Form W-9](#)