

Andrew M. Cuomo  
Governor



Robert Williams  
Executive Director

Mark D. Gearan, Chair  
John A. Crotty  
Peter J. Moschetti, Jr.  
John J. Poklemba  
Barry C. Sample  
Todd R. Snyder  
Commissioners

Edmund C. Burns  
General Counsel

## **DIVISION OF LOTTERY**

### **Request For Quotations (RFQ)**

**FOR**

### **TEMPORARY STAFFING SERVICES**

**July 7, 2014**

**C140012**

## **PART 1 – GENERAL INFORMATION**

### **1.1 INTRODUCTION**

The New York State Gaming Commission (the “Commission”), Division of Lottery (the “Lottery”), on behalf of the State of New York is issuing this Request For Quotations (RFQ) from Vendors seeking the award of a contract for Temporary Staffing Services to fulfill the needs of its Syracuse Regional Office located at Deys Centennial Building, 401 Salina St., Syracuse, New York 13202.

The Commission is the only office authorized to clarify, modify, amend, alter or withdraw the provisions of this RFQ. Every Vendor responding to this RFQ must include with its quote a signed Contract in the form attached as **Appendix B** of this RFQ. This agreement will become binding and effective after approval by the Commission and the New York State Offices of the Attorney General and State Comptroller.

The contents of this RFQ and any modifications will become contractual obligations if a contract ensues. Failure of the successful bidder to accept these obligations may result in cancellation of the award.

### **1.2 BACKGROUND INFORMATION**

The New York Lottery’s Syracuse Customer Service Center is a place where customers can bring in winning tickets over \$600.00 that cannot be cashed at retail locations. In addition to serving its customers, this office also serves as a distribution center for all correspondence and promotional merchandise as well as a center for the marketing sales staff to accomplish work that cannot be performed in the field. This office is staffed daily with a Regional Director, Assistant Regional Director, Marketing Specialist, Calculations Clerk, Secretary and an Operations Specialist.

### **1.3 MINIMUM QUALIFICATIONS**

Any bidder submitting a quote in response to this RFQ must meet the minimum qualifications listed below. Information demonstrating the qualifications defined below must be incorporated into the bidder’s response to Part 4 of this RFQ – Information Required from Bidders.

1. A bidder shall submit with its quote satisfactory evidence that it has had previous experience, adequate financial resources, and organization to perform the type, quality and magnitude of work specified as indicated in this RFQ.

2. The candidate(s) offered by the Contractor must possess the following minimum skills:

- Proficient using Microsoft Office programs including WORD, EXCEL, and OUTLOOK. Candidate(s) should also be familiar with creating a database, using a database and performing mail merges
- Basic knowledge of desktop publishing using either WORD or PUBLISHER to create posters and flyers
- Excellent customer service and organizational skills
  
- Ability to communicate clearly and professionally
- Must be able to lift up to 25lbs
- Experience in handling sensitive and confidential business matters with discretion
- High school diploma

#### 1.4 SCHEDULE

The following dates are established for informational and planning purposes. The Commission reserves the right to make adjustments to this schedule.

RFQ Issued	July 7, 2014
Vendors' Questions Due by 3:00 pm	July 16, 2014
Commission Responses to First Questions	July 18, 2014
Quotations Due by 3:00 pm	July 29, 2014

#### 1.5 RFQ APPENDICES AND ATTACHMENTS

The following documents are incorporated into this RFQ:

- Appendix A: Standard Clauses for New York State Contracts
- Appendix B: Contract Form (incorporates Appendix A)
- Appendix C: Procurement Lobbying – Bidder/Offerer Disclosure
- Appendix D: Non-Collusive Bidding Certification
- Appendix E: New York State Vendor Responsibility Questionnaire
- Appendix F: W-9 Form – Vendor Identification Number
- Appendix G: Electronic Payment Authorization
- Appendix H: Consultant Disclosure – Forms A and B
- Appendix I: Contractor Certification – Tax Law Section 5-a
- Appendix J: EEO and M/WBE Program
- Appendix K: NY Subcontractors and Suppliers

- Attachment 1: Vendor Acknowledgement of Addendum
- Attachment 2: Quotation Form
- Attachment 3: Quotation Submittal Checklist

## 1.6 VENDOR/CONTRACTOR DIFFERENTIATION

Throughout this RFQ the terms "bidder", "proposer", and "offerer" may be used interchangeably in reference to the preparation and submission of the quote and any requirements preceding the award of the final Contract. In describing post-Contract award requirements, an effort is made to use the term "successful bidder", "contractor", and "consultant."

## 1.7 HEADINGS

The headings used in this RFQ are for convenience only and shall not affect the interpretation of any of the terms and conditions of this RFQ.

## 1.8 PERMISSIBLE CONTACTS

Consistent with the public policy established by the Procurement Lobbying Law, described below, the Contract Management Specialist or the Supervisor of Contract Administration

Designated below are the only points of contact with regard to matters relating to this RFQ, unless additional points of contact are designated by them.

**ALL BIDDERS RESPONDING TO THIS RFQ AND ALL COMMUNICATIONS CONCERNING THIS PROCUREMENT MUST BE ADDRESSED IN WRITING TO THE CONTRACT MANAGEMENT SPECIALIST OR SUPERVISOR OF CONTRACT ADMINISTRATION AS NOTED BELOW:**

New York State Gaming Commission  
Contracts Office, 5<sup>th</sup> Floor  
One Broadway Center  
Schenectady, NY 12301-7500

Stacey Relation, Contract Management Specialist 2  
[Stacey.relation@gaming.ny.gov](mailto:Stacey.relation@gaming.ny.gov)

or

Gail P. Thorpe, Supervisor Contract Administration  
[gail.thorpe@gaming.ny.gov](mailto:gail.thorpe@gaming.ny.gov)

## 1.9 PROCUREMENT LOBBYING RESTRICTIONS

As required by the Procurement Lobbying Law (State Finance Law Sections 139-j and 139-k), this RFQ includes and imposes certain restrictions on communications between the Commission and a bidder during the procurement process. A bidder is restricted from making contacts from the earliest request of offers through final award and approval of the resulting Contract by the Commission and the Office of the State Comptroller (“restricted period”) to other than designated staff members unless the contact is permitted by the statutory exceptions set forth in New York State Finance Law Section 139-j (3)(a). Designated staff members are identified in Part 1 of this RFQ.

Commission employees are permitted to communicate with bidders concerning this RFQ only under circumstances described in the New York State Procurement Lobbying Law. Any bidder causing or attempting to cause a violation or circumvention of those requirements may be disqualified from further consideration for selection.

Commission employees are required to obtain certain information when contacted during the “restricted period” and to make a determination of the responsibility of the bidder/bidder pursuant to Sections 139-j and 139-k. A violation can result in a determination of non-responsibility, which can result in disqualification for a Contract award. In the event of two determinations within a four-year period, a bidder will be debarred for a period of four years from obtaining a governmental procurement Contract award. Further information about these requirements can be found at:

<http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>.

The Commission reserves the right, in its sole discretion, to terminate the Contract in the event that the Commission determines 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 determination, the Commission may exercise its termination right by providing written notification to the bidder in accordance with the written notification terms of this Contract.

**The BIDDER DISCLOSURE/CERTIFICATION FORM, included with this RFQ as Appendix C, must be completed and submitted with the quote.**

## 1.10 QUESTIONS AND INQUIRIES

Questions from bidders regarding this RFQ must be submitted via electronic mail no later than the date and time specified in the Schedule in Part 1 of this RFQ. If questions are provided via an attachment to electronic mail, the questions should be provided in Microsoft Word format. **Neither faxed nor telephone questions are acceptable.**

Responses to all questions and any changes to the RFQ resulting from such questions will be communicated via published addenda, which will be posted on the Commission's website at [www.gaming.ny.gov](http://www.gaming.ny.gov). An acknowledgement Form, incorporated into this RFQ as **Attachment 1**, will be provided with each addendum. Vendors are required to include a signed Acknowledgement Form for each addendum with their respective quotes.

#### 1.11 FORM OF CONTRACTUAL AGREEMENT

The successful bidder will be expected to sign an agreement with the Commission in the form attached to this RFQ as **Appendix B** (the "Contract"). **Appendix A**, Standard Terms for New York State Contracts, is incorporated into the Contract.

The Commission does not intend to negotiate any changes in the provisions of the Contract form subsequent to the award. **Any exception to the Contract form must be raised in a bidder question submitted to the Commission pursuant to the Schedule set forth in Part 1 of this RFQ and in accordance with the Question and Answer process set forth in Part 1 of this RFQ. Failure to include the signed Contract with the Bid, in the form provided, will deem the Bidder non-responsive.**

#### 1.12 NON-COLLUSIVE BIDDING REQUIREMENT

In accordance with Section 139-d of the New York State Finance Law, if the Contract is awarded based upon the submission of quotes, the bidder must warrant, under penalty of perjury, that its Bid was arrived at independently and without collusion aimed at restricting competition. Each bidder must further warrant that, at the time the bidder submitted its Bid, an authorized and responsible person executed and delivered to the Commission a Non-Collusive Bidding Certification on bidder's behalf.

**The Non-Collusive Bidding Certification Form, included in this RFQ as Appendix D, must be completed and submitted with the Bid.**

#### 1.13 NEW YORK STATE STANDARD VENDOR RESPONSIBILITY QUESTIONNAIRE

Vendor agrees to fully and accurately complete the NYS Standard Vendor Responsibility Questionnaire (hereinafter the "Questionnaire"), which is available online at <http://www.osc.state.ny.us/vendrep/documents/welcomepkg.pdf>. Contractors are encouraged to complete the online form, as it will expedite Contract approval. If you do not have an online questionnaire that is current and certified, you must complete the hardcopy questionnaire attached as Appendix E. The bidder acknowledges that the State's execution of the Contract will be contingent upon the Commission's determination that the bidder is responsible,

and that the Commission will be relying upon the bidder's responses to the Questionnaire in making that determination. The bidder agrees that if it is determined by the Commission that the bidder's responses to the Questionnaire were intentionally false or intentionally incomplete, on such determination, the Commission may terminate the Contract by providing ten (10) days written notification to the contractor. In no case shall such termination of the Contract by the Commission be deemed a breach thereof, nor shall the Commission be liable for any damages for lost profits or otherwise, which may be sustained by the contractor as a result of such termination.

**Unless the Questionnaire has been filed on-line, the QUESTIONNAIRE, included in this RFQ as Appendix E, must be completed and submitted with the bid.**

#### 1.14 VENDOR IDENTIFICATION NUMBER

**Substitute Form W-9:** In order to do business with the State of New York, each bidder is required to obtain a NYS bidder Identification number for use in the Statewide Financial System (SFS). The Substitute Form W-9 must be completed and submitted directly to the Commission with the bid. The purpose of the Substitute Form W-9, which will capture the contractor's taxpayer identification number, business name, and business contact person, is to allow the State to establish a bidder file in the State Financial System. Note: IRS Form W-9 is not acceptable for this purpose.

**The Substitute Form W-9 is included in this RFQ as Appendix F.**

#### 1.15 FREEDOM OF INFORMATION LAW

During the restricted period, the content of each Bid will be held in confidence and details of any bid will not be revealed (except as may be required under the New York State Freedom of Information Law ("FOIL") or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause substantial injury to the competitive position of a commercial enterprise. **If you believe your firm's Bid contains any such trade secrets or other confidential or information, you must submit a request with your Bid to exempt such information from disclosure. Such request must be in writing, must state the reasons why the information should be exempted from disclosure and must be provided at the time of submission of the subject information.** Please limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm. **Pricing information may not be designated as proprietary or confidential.**

## 1.16 QUOTES

Each bidder must submit cost information using the format provided in the Quotation Form, incorporated into this RFQ as Attachment 2.

### **A. Quotation Submission:**

Quotes must be submitted to the Commission as set forth below, and must be received by the date and time set forth in Part 4 of this RFQ.

The address for Quotes submitted by Contract carrier, courier delivery, in person delivery, or by U. S. Postal Service is:

Stacey Relation  
Contract Management Specialist  
New York State Gaming Commission  
Contracts Office – 5<sup>th</sup> Floor  
One Broadway Center  
Schenectady, NY 12301-7500

Quotes may be submitted via email to: [Stacey.relation@gaming.ny.gov](mailto:Stacey.relation@gaming.ny.gov)

If a quote is to be delivered by a method other than U.S. Postal Service, the bidder should contact the Contract Management Specialist or Supervisor of Contract Administration, prior to delivery to assure proper receipt of the quote.

### **B. Quote Receipt:**

If hand delivered, an individual from the Commission's Contracts Office will provide a time stamped receipt indicating when the quote is received at the Security Desk in the Commission's Lobby on the ground floor of One Broadway Center. This time indicated on the receipt will be the official time of receipt. In addition, whether hand delivered or delivered by any other method, the Commission will confirm receipt by electronic mail.

### **C. Late Quotes:**

A quote must be received by the Commission, as provided in this RFQ, on or before the due date and time specified in Section 1.4. The bidder is responsible for timely receipt of its quotes and should plan for delivery accordingly. Failure of a vendor to submit a quote by the specified time may result in rejection or disqualification of the quote. Quotes rejected or disqualified for lateness may be returned unopened to the bidder.

**D. Multiple Quotes from one vendor Prohibited:**

A bidder shall submit a single quote only.

**E. Costs Associated with Preparation of Quotes:**

The Commission and State shall not be liable for any of the costs incurred by a bidder in preparing or submitting a quote, and, therefore, the Commission or State will not assume any responsibility or liability for any costs incurred by a bidder prior to the award and approval of a Contract. The responsibilities and liabilities of the Commission and State shall be limited to those set forth in the Contract.

1.17 CLARIFICATION PROCESS

The Commission may request clarification from a bidder for the purpose of resolving any ambiguity or questioning information presented in the quote. Clarifications are an opportunity to explain, but not to enhance, a quoted amount. Clarification responses must be in writing and must address only the information requested. Responses must be submitted to the Commission within the time stipulated at the time of the request.

1.18 SITE VISITS

The Commission may visit any site where the bidder conducts, or has conducted, operations similar to the services required in this RFQ. The bidder shall cooperate in arranging and coordinating such site visits, but the bidder shall not be permitted to pay for any travel, accommodations, or other expenses of such site visits.

1.19 DISCLOSURE AND INVESTIGATIONS

Subsequent to quotation submission, the Commission may initiate investigations into the backgrounds of the bidder and individuals or entities related to any officers, directors, members, principals, investors, owners, subcontractors, employees, or any other individuals or entities related to the bidder, as the Commission may deem appropriate, in the discretion of the Commission. Such background investigations may include fingerprint identification by the New York State Division of Criminal Justice Services and the Federal Bureau of Investigation, and such additional investigation as may be required.

The Commission may reject a quote based upon the results of these background checks. Each bidder is advised that any bidder who knowingly provides false or intentionally misleading information in connection with any investigation by the Commission may cause the quote to be rejected, or a Contract to be canceled by the Commission, in the sole discretion of the Commission.

If a bidder or a substantial subcontractor is a subsidiary of a parent entity, the Commission may request the above disclosures from the parent entity as the Commission may require in its sole discretion.

#### 1.20 DISCLOSURE OF LITIGATION AND OTHER INFORMATION

Because the Commission has a strong interest in the successful bidder's continuing ability to provide secure, high quality products and services, the Commission requires that a bidder list and summarize pending or threatened litigation, administrative or regulatory proceedings or similar matters that could materially affect the bidder. As part of its disclosure requirement, a bidder must state whether the bidder or any of the owners, officers, directors, or partners of such bidder have ever been convicted of a felony. Failure to disclose any such matter may result in rejection of the quote or in termination of a Contract. Such disclosures must be included with the quote.

This disclosure obligation is a continuing requirement. Any such matter commencing after submission of a quote and, with respect to the successful bidder after the approval of a Contract, must be disclosed to the Commission in a timely manner in a written statement to the Commission.

#### 1.21 CHANGE IN FINANCIAL CONDITION

If a bidder who has submitted a quote in response to this RFQ experiences a substantial change in financial condition prior to the award of a Contract pursuant to this RFQ, or if a successful bidder experiences a substantial change in financial condition during the term of the Contract with the Commission, the bidder is required to notify in writing the Executive Director of the Commission, or Commission designee, at the time the change occurs or is identified. Failure to notify the Executive Director of the Commission, or Commission designee, of such a change may result in rejection of the quote or termination of the Contract, in the sole discretion of the Commission.

#### 1.22 CHANGE IN OWNERSHIP

If a bidder experiences a material change in ownership prior to the award of a Contract or during the term of a Contract with the Commission, the bidder is required to notify in writing the Executive Director of the Commission at the time the change occurs or is identified. "Material change in ownership" is defined as any merger, acquisition, assignment or change in parties who, in the aggregate, own greater than 5% of the bidder or the parent company of the bidder. Failure to notify the Commission of such a change may result in the rejection of a quote or termination of the Contract. The Commission reserves the right, based on its assessment of a material change in ownership, to reject a quote or terminate a Contract.

### 1.23 NEWS RELEASES

A news release pertaining to this RFQ or the services, evaluation, or project to which this RFQ relates may not be made without prior written Commission approval, and then only in accordance with express written instructions from the Commission. No results of the Contract may be released without prior approval by the Commission and then only to persons designated by the Commission.

### 1.24 ADVERTISING

Each respondent agrees not to use the Commission's name, logos, images, nor any data or results arising from this procurement or Contract as part of any commercial advertising without prior written approval by the Commission, and then only in consultation and cooperation with the Commission.

### 1.25 METHOD OF AWARD

The method of award under this RFQ will be to the qualified bidder offering the lowest total hourly bill rate.

### 1.26 STATE'S RESERVED AUTHORITY

In addition to any authority set forth elsewhere in this RFQ, the Commission reserves the authority to:

- A. Award a Contract for all, part or none of the services requested by this RFQ;
- B. Waive any informality or technical defect if, in the judgment of the Commission the best interest of the Commission will be so served;
- C. Eliminate any non-material mandatory specification(s) that cannot be complied with by any of the prospective bidders;
- D. Amend the RFQ and direct bidders to submit quote modifications accordingly;
- E. Change any of the scheduled dates stated herein;
- F. Reject any or all quotes received in response to this RFQ, and reissue a modified version of this RFQ;
- G. Withdraw the RFQ at any time, at the sole discretion of the Commission;
- H. Seek clarifications and revisions to quotes;

- I. Use Bidder information obtained through site visits, management interviews and the State's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the request by the Commission for clarifying information in the course of evaluation and/or selection under this RFQ;
- J. Disqualify any bidder whose conduct and/or quote fails to conform to the requirements of this RFQ;
- K. Negotiate with the successful bidder within the scope of the RFQ in the best interests of the State;
- L. Set aside the original successful bidder if the Commission determines that the bidder is non-responsible. The Commission may then award a Contract to the responsible bidder with the next lowest quoted price.

#### 1.27 PROTEST OR APPEAL

In the event that a bidder decides to protest the award decision, the following protest procedures will be followed:

- Any protest of the award decision must be filed with the Commission, no later than ten business days following the date of written Notification of Award to the unsuccessful bidder.
- The protest must clearly state the basis for the protest and include all relevant documentation supporting such protest.
- The Commission will conduct a review of the protest and will issue a written determination to the protesting party within 15 business days of receipt of the protest. If additional time for issuance of the determination is necessary, the Commission will inform the bidder of the delay and of the time frame within which a determination may be expected. The final written determination provided to the bidder will constitute the Commission's final administrative determination of the protest.
- If an unsuccessful bidder decides to appeal the Commission's protest determination, the unsuccessful bidder must submit such an appeal to the New York State Office of the State Comptroller (OSC), Bureau of Contracts ("BOC"), within ten business days of receipt of the Commission's final written determination. The protest appeal must be in writing and must contain specific factual and/or legal allegations setting forth the basis

on which the protesting party challenges the Contract award by the Commission. A copy of the appeal must be served on the Commission,

the successful bidder(s), and any other party that participated in the review of the protest conducted by the Commission. The unsuccessful bidder's appeal must contain written affirmation that a copy of the appeal has been served as required by this paragraph.

- The appeal must be filed with: Charlotte Breeyear, Director, Bureau of Contracts – 11th Floor, New York State Office of the State Comptroller, 110 State Street, Albany, NY 12236.
- The Commission will submit an answer to the appeal to the OSC BOC simultaneously with the delivery of the Contract to the OSC BOC for its review, or within seven business days of the submission of the appeal, whichever is later. The Commission's answer to the appeal must include written affirmation that, simultaneous with the submission to OSC, the answer was transmitted to the protestor and the successful bidder(s).
- A successful bidder may, but is not required to, submit an answer to the appeal with the OSC BOC. Such answer must include written affirmation that the answer was simultaneously delivered to the Commission and the protestor and must meet the submission requirements as noted above for the Commission.
- The OSC BOC shall evaluate the merits of the protest, the Commission's determination and any response submitted by an interested party. In its review, the OSC BOC may require the Commission, the protesting party, the successful bidder, or any other interested party to address additional issues raised; may obtain information from an outside source; or may determine whether it deems it necessary to conduct a fact-finding hearing, and the level of formality of any hearing conducted.
- The OSC BOC shall issue a written determination addressing the issues raised by the appeal. All interested parties shall be provided with a copy of the determination. The determination shall be made part of the procurement record.

## PART 2 – CONTRACTUAL PROVISIONS

### 2.1 GOVERNING LAW

The quotation submission process, the evaluation of quotes, the award procedure, and any Contract resulting from this RFQ shall be governed by the laws of the State of New York and shall be interpreted according to New York State law. Any and all disputes of claims arising under this RFQ or any Contract resulting from this RFQ, other than as specifically set forth in this RFQ, shall be brought exclusively in the appropriate court of the State of New York; and, by submitting a quote, a bidder waives access to any other court or forum that may have concurrent jurisdiction within or outside New York State to hear or resolve any such dispute or claim.

### 2.2 STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**Appendix A** - Standard Contract Clauses for New York State contracts is attached. **Appendix A** becomes part of all New York State contracts and is incorporated in the Contract form – Appendix B of this I RFQ.

### 2.3 CONTRACT ELEMENTS

The Contract resulting from this RFQ will include the following parts:

- Appendix A – Standard Clauses for New York State Contracts
- Addendums to the Contract
- Contract
- Clarifications and Addendums to the RFQ
- RFQ
- Clarifications to the quote
- Vendor's quote

In the event of a conflict in any provisions of these documents, the order of precedence shall be as listed above from the highest to the lowest.

### 2.4 SEVERABILITY

If a court of competent jurisdiction determines any portion of a Contract to be invalid, it shall be severed and the remaining portion of a Contract shall remain in effect.

## 2.5 TERM OF CONTRACT AND CONTRACT EXTENSIONS

The term of the contract will begin on November 1, 2014 and end on October 31, 2018.

The State shall have the right to terminate the contract early for: (i) unavailability of funds; (ii) cause; or (iii) convenience. A cause for termination may be, but shall not be limited to, a violation of the provisions of the New York State Procurement Lobbying Law set forth in Sections 139-j and 139-k of the New York State Finance Law. The Commission may only exercise its authority to terminate for convenience on October 31, 2015 and on each subsequent anniversary date of the start of the contract term (except for the contract expiration date); provided that the Commission has given written notice to the contractor no later than 30 days prior to the date of termination, except in the case of a contract in which the Commission has reserved the authority to terminate at any time.

## 2.6 COMPENSATION

Contractor will be compensated for services provided on an hourly basis as set forth in the Quotation Form.

On each anniversary date of the Contract, the Contractor may be granted an increase or decrease in his/her quote dependent upon fluctuations in the latest published copy of the Consumer Price Index for all Urban Consumers as published by the U S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. It is the Contractor's responsibility to request the price adjustment each year. This request must be received no later than thirty (30) calendar days before the anniversary of the signed Contract. If the Contractor fails to submit the request on or before the specified date, then no adjustment will be made for that full year. The index is also available through the Internet at the Bureau of Labor Statistics web site at <http://stats.bls.gov/>. Go to "Inflation and Consumer Spending" then click "Consumer Price Index" and then click on "Tables created by BLS" then click on "Table Containing History of CPI-U U.S. All Items Indexes And Annual % Changes 1913 To Present"

Price adjustments using the CPI involve changing the Employee pay rate by the percent change in the level of the CPI between the reference period and a subsequent time period. This is calculated by first determining the index point change between the two periods and then the percent change. The price adjustment shall be calculated as follows. Take the CPI for the 3rd month prior to the month of the start date of the Contract and subtract this figure from the CPI value for the 3rd month prior to the anniversary date of the Contract. (e.g., if start date begins in December, use the September CPI). That sum is then divided by the CPI value for the original 3rd month prior to start date and this result is then multiplied by 100 to equal the percent change that is the price adjustment value. This percentage of increase or decrease shall be applied to the Contract year, effective on the anniversary date.

## TRAVEL

All Employee travel expenses must be pre-approved by the Commission. “Personal Vehicle Mileage Reimbursement” and “Ground Transportation via Common Carrier (Train and Bus Travel)”, for work-related travel only, shall be provided in accordance with codes, rules, and regulations promulgated by the Office of the State Comptroller for Management / Confidential Employees. Any travel under 35 miles or any travel that is a standard commute between home and office is excluded, as per the policy. Any other travel expenses including Lodging, Meal Allowances, Rental Vehicles and Air Travel are specifically excluded from the scope of the Contract.

### 2.7 CONTRACT INVOICING AND PAYMENT

Payment under the Contract will be in accordance with New York State Prompt Payment Law (Article 11-A of the New York State Finance Law). Payment for services rendered under Deliverable One will be made upon completion of the Deliverable and upon receipt by the Commission of a proper invoice. Payment for services rendered on an hourly rate basis will be made upon submission by the contractor of monthly, itemized invoices. All invoices must be directed by the contractor to the Commission’s Finance Office. The Commission shall promptly process all payments due to the contractor that conform to the provisions of this RFQ and are approved by the Commission’s Contract administrator and Finance Officer.

### 2.8 ELECTRONIC PAYMENT (EPAY) PROGRAM

In accordance with a directive by the New York State Division of the Budget, if awarded a Contract under this RFQ the contractor will be required to enroll in the Electronic Payment (“epay”) Program through the OSC. Upon execution of the Contract the contractor will need to submit an Electronic Payment Authorization Form. Additional information and procedures for enrollment into the epay program can be found at OSC’s website: <http://www.osc.state.ny.us/epay>.

**The Electronic Payment Authorization Form, Appendix G is included with this RFQ for reference and convenience.**

### 2.9 CONSULTANT DISCLOSURE

The contractor must comply with the requirements of New York State Finance Law Section 163(4) (g), which imposes certain reporting requirements on contractors doing business as bidders with New York State. In furtherance of these reporting requirements, the contractor agrees to complete and submit Contractor’s Planned Employment report (**Appendix H – Form A**) within two (2) business days after receiving notice of a Contract award and Contractor’s Annual

Employment Report (**Appendix H – Form B**) by May 15<sup>th</sup> for each fiscal year (April 1 – March 31) the Contract term is in effect. Page two of each form provides the necessary addresses for submitting the form.

While the Planned Employment report (Form A) is a one-time projection of the planned employment under the upcoming Contract term, the Annual Employment Report (Form B) is a reporting of the actual employment history for the previous fiscal year.

Forms A and B should be completed as follows:

- **Employment Category:** The contractor must use specific occupation titles as listed in the O\*net occupational classification system found through the U.S. Department of Labor's Employment and Training Administration ([www.online.onetcenter.org](http://www.online.onetcenter.org)). The classification system provides a code for various occupational titles; the contractor should use the code that best defines the employment titles to be utilized under the Contract.
- **Number of Employees:** Enter the number of employees in the employment category employed to provide services (Form A), or who have performed services (Form B), during the reporting period, including part-time employees and employees of subcontractors.
- **Number of Hours Worked or to be Worked:** Enter the number of hours to be worked (Form A), or worked (Form B) under the employment category for the reporting period.
- **Amount payable or paid under the Contract:** Enter the estimated amount to be paid (Form A), or actually paid (Form B) for each employment category for the reporting period.
- **Scope of Contract (Form B only):** Choose the category that best describes the predominate nature of the services performed under the Contract.

## 2.10 TAX LAW SECTION 5-A

The bidder awarded a Contract pursuant to this RFQ must comply with the requirements of Tax Law Section 5-a, which requires persons awarded contracts valued at more than \$100,000 with state agencies, public authorities or public benefit corporations to certify that they, their affiliates, their subcontractors, and the affiliates of their subcontractors have a valid certificate of authority to collect New York State and local sales and compensating use taxes. A contractor, affiliate, subcontractor, or affiliate of a subcontractor must be certified as having a valid certificate of authority if such person has made sales delivered within New York State of more than \$300,000 during the relevant period. The OSC or other responsible approver cannot approve the Contract unless the contractor is registered with the New York State Tax Department to collect sales and compensating use taxes.

**The Contract Certification forms, included in this RFQ as Appendix I – ST-220-TD and Appendix I – ST-220-CA, must be filed in compliance with Tax Law Section 5-a. Any bidder awarded under this RFQ will, within seven calendar days of notification of award, file ST-220-TD directly with the Tax Department at the address provided on the form and ST-220-CA with the Commission.**

Vendors can visit the New York State Department of Taxation and Finance website to obtain more information:

**[http://www.tax.state.ny.us/pdf/publications/sales/pub223\\_606.pdf](http://www.tax.state.ny.us/pdf/publications/sales/pub223_606.pdf).**

**Appendix I – ST-220-TD**

[http://www.tax.state.ny.us/pdf/2006/fillin/st/st220td\\_606\\_fill\\_in.pdf](http://www.tax.state.ny.us/pdf/2006/fillin/st/st220td_606_fill_in.pdf)

**Appendix I – ST-220-CA**

[http://www.tax.state.ny.us/pdf/2006/fillin/st/st220ca\\_606\\_fill\\_in.pdf](http://www.tax.state.ny.us/pdf/2006/fillin/st/st220ca_606_fill_in.pdf)

**2.12 INSURER QUALIFICATIONS**

All required bonds and insurance must be written by company rating of “A-” or better rated by A.M. Best & Co., have a record of successful continuous operation, are licensed, admitted, and authorized to do business in the State of New York, and are approved by the Commission. Required coverage and limits must be put into effect as of the effective date of the Contract and must remain in effect throughout the term of the Contract, as determined by the Commission. The successful bidder must submit copies of each required insurance Contract, and any renewals thereof, to the Commission upon the Commission’s request. The insurance policies must provide thirty (30) days’ advance written notice to the Commission of cancellation, termination or failure to renew any policy.

**2.13 INSURANCE REQUIREMENTS**

Prior to the start of work the Contractor shall procure at its sole cost and expense, and shall maintain in force at all times during the term of the Contract, policies of insurance as herein below set forth, written by companies authorized by the New York State Insurance Department to issue insurance in the State of New York (Admitted Carriers). The Commission may, at its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when Certificates and/or other policy documentation is accompanied by a completed Excess Lines Association of New York (ELANY) Affidavit; provided that nothing herein shall be construed to require the Commission to accept insurance placed with a non-authorized carrier under any circumstances. The Contractor shall deliver to the Commission evidence of such policies in a form acceptable to the Commission. These policies must be written in accordance with the requirements of the paragraphs below, as applicable.

## **General Conditions**

**A. Conditions Applicable to Insurance.** All policies of insurance required by this agreement must meet the following requirements:

**1. Coverage Types and Policy Limits.** The types of coverage and policy limits required from the Contractor are specified in Paragraph B below – Specific Coverage’s and Limits.

**2. Policy Forms.** Policies must be written on an **occurrence** basis, except as may be otherwise specifically provided herein, or agreed in writing by the Commission. Under certain circumstances, the Commission may elect to accept policies written on a claims-made basis provided that, at a minimum, the policy remains in force throughout the performance of the services and for three (3) years after completion of the Contract. If the policy is cancelled or not renewed during that time, the Contractor must purchase at its sole expense Discovery Clause coverage sufficient to complete the 3-year period after completion of the Contract. Written proof of this extended reporting period must be provided to the Commission prior to the expiration or cancellation of the policy.

**3. Certificates of Insurance/Notices.** Contractor shall provide a Certificate or Certificates of Insurance, in a form satisfactory to the Commission, before commencing any work under this Contract. Certificates shall be mailed using the contact information provided in Part 1 of this RFQ

Unless otherwise agreed, policies shall be written so as to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days prior written notice except for non-payment as required by law to the Commission.

Certificates of Insurance shall:

- a. Be in the form approved by the Commission.
- b. Disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the Contract.
- c. Specify the Additional Insured’s and Named Insured’s as required herein.
- d. When coverage is provided by a non-admitted carrier, be accompanied by a completed ELANY Affidavit, and be signed by an authorized representative of the insurance carrier or producer.

Only original documents (Certificates of Insurance, Supplemental Insurance Certificates, and other attachments) will be accepted.

**4. Primary Coverage.** All insurance policies shall provide that the required coverage shall apply on a primary and not on an excess or contributing basis as to any other insurance that may be available to the Commission for any claim arising from the Contractor's Work under this Contract, or as a result of the Contractor's activities. Any other insurance maintained by the Commission shall be excess of and shall not contribute with the Contractor's insurance regardless of the "other insurance clause contained in the Commission's own policy of insurance.

**5. Policy Renewal/Expiration.** At least two weeks prior to the expiration of any policy required by this Contract, evidence of renewal or replacement policies of insurance with terms no less favorable to the Commission than the expiring policies shall be delivered to the Commission in the manner required for service of notice in Paragraph A.3 above. If, at any time during the term of this Contract, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in the Contract or proof thereof is not provided to the Commission, the Contractor shall immediately cease Work on the Project. The Contractor shall not resume Work on the Project until authorized to do so by the Commission. Any delay, time lost, or additional cost incurred as a result of the Contractor not having insurance required by the Contract or not providing proof of same in a form acceptable to the Commission, shall not give rise to a delay claim or any other claim against the Commission. Should the Contractor fail to provide or maintain any insurance required by this Contract, or proof thereof is not provided to the Commission, the Commission may withhold further Contract payments, treat such failure as a breach or default of the Contract, and/or, after providing written notice to the Contractor, require the Surety if, any, to secure appropriate coverage and/or purchase insurance complying with the Contract and charge back such purchase to the Contractor.

**6. Self-Insured Retention/Deductibles.** Certificates of Insurance must indicate the applicable deductible/self-insured retention on each policy. Additional surety/security may be required in certain circumstances. The Contractor shall be solely responsible for all claim expenses and loss payments within the deductible or self-insured retention.

**7. Subcontractors.** Should the Contractor engage a Sub-contractor, the Contractor shall endeavor to impose the insurance requirements of this document on the Sub-contractor, as applicable. Required insurance limits should be determined commensurate with the work of the Sub-contractor. Proof thereof shall be supplied to the Commission.

**B. Specific Coverage's and Limits.** The types of insurance and minimum policy limits shall be as provided below.

**1. General Liability.** Commercial General Liability Insurance (CGL), covering the liability of the Contractor for bodily injury, property damage, and personal/advertising injury arising from all work and operations under this Contract. The limits under such policy shall not be less than the following:

- Each Occurrence limit: \$1,000,000
- General Aggregate: \$2,000,000
- Products/Completed Operations should equal the General Aggregate limit
- Personal Advertising Injury – \$1,000,000
- Damage to Rented Premises - \$50,000
- Medical Expense – \$5,000

Coverage shall include, but not be limited to, the following: premises liability; independent contractors; blanket contractual liability, including tort liability of another assumed in a Contract; defense and/or indemnification obligations, including obligations assumed under this Contract; cross liability for additional insured's; products/completed operations for a term of no less than three years, commencing upon acceptance of the work, as required by the Contract; explosion, collapse, and underground hazards; contractor means and methods; liability resulting from Section 240 or Section 241 of the New York State Labor Law.

The following ISO forms must be endorsed to the policy:

- CG 00 01 01 96 or an equivalent – Commercial General Liability Coverage Form
- CG 20 10 11 85, or, an equivalent- Additional Insured-Owner, Lessees or Contractors (Form B)

Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.

Policies shall name the Commission as Additional Insured's, and such coverage shall be extended to afford Additional Insured status to those entities during the Products/Completed Operations term.

The CGL policy, and any umbrella/excess policies used to meet the "Each Occurrence" limits specified above, must be endorsed to be primary with respects to the coverage afforded the Additional Insured's, and such polic(ies) shall be primary to, and non-contributing with, any other insurance maintained by the Commission. Any other insurance maintained by the

Commission shall be in excess of and shall not contribute with the Contractor's or Subcontractor's insurance, regardless of the "Other Insurance" clause contained in either party's policy of insurance.

**2. Workers' Compensation.** For work to be performed in New York State, the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the NYS Workers' Compensation Law.

(a) Evidence of Workers' Compensation and Employers Liability coverage must be provided on **one** of the following forms specified by the Commissioner of the Workers' Compensation Board:

(1) C-105.2 (September 2007, or most current version) – Certificate of Workers' Compensation Insurance. Bidder must request its carrier to send this form to the Commission; or

(2) U-26.3 – Certificate of Workers' Compensation Insurance from the State Insurance Fund. Bidder must request that the State Insurance Fund send this form to the Commission; or

(3) GSI-105/SI-12 – Certificate of Workers' Compensation Self Insurance.

All forms are valid for one year from the date the form is signed/ stamped, or until policy expiration, whichever is earlier. (**ACORD forms are NOT** acceptable proof of Workers' Compensation coverage.)

**All forms must name THE NEW YORK STATE GAMING COMMISSION as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).**

(b) If the Contractor is legally exempt from obtaining Workers' Compensation insurance coverage, Contractor must provide: **Form CE-200**, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required* which is available on the Workers' Compensation Board's website ([www.wcb.state.ny.us](http://www.wcb.state.ny.us)).

(c) If the Contractor is self-insured, Contractor must provide: **Form SI-12**, *Certificate of Workers' Compensation Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office; or **Form GSI-105.2**, *Certificate of Participation in Workers' Compensation Group Self-Insurance*, available from the Contractor's Group Self-Insurance Administrator.

**3. Disability Benefits.** For work to be performed in NYS, the Contractor shall provide and maintain coverage during the life of this Agreement for the benefit of such employees as are required to be covered by the NYS Disability Benefits Law.

(a) Evidence of Disability Benefits coverage must be provided on: **Form DB-120.1** (May 2006 or most current version), *Certificate of Insurance Coverage under the NYS Disability Benefits Law*. Vendor must request its business insurance carrier to send this form to the Commission.

(b) If the Contractor is legally exempt from obtaining Workers' Compensation Disability insurance, Contractor must provide: **Form CE-200**, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required* which is available on the Workers' Compensation Board's website ([www.wcb.state.ny.us](http://www.wcb.state.ny.us)).

(c) If the Contractor is self-insured, Contractor must provide: **Form DB-155**, *Certificate of Disability Benefits Self-Insurance*.

All forms are valid for one year from the date the form is signed/ stamped, or until policy expiration, whichever is earlier.

**All forms must name THE NEW YORK STATE GAMING COMMISSION as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).**

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

By submission of a quote in response to this RFQ, the bidder agrees with all of the terms and conditions of Clause 12 of Appendix A – Equal Employment Opportunities for Minorities and Women.

In accordance with Article 15-a of the New York State Executive Law and in conformance with the Regulations promulgated by the Minority and Women's Business Development Division of the New York State Department of Economic Development set forth at 5 NYCRR Parts 140-144, the bidder/contractor agrees to be bound by provisions to promote equality of economic opportunity for minority group members and women, and the facilitation of minority and women-owned business enterprise participation.

**The EEO and M/WBE requirements are set forth in Appendix J of this RFQ.**

**The M/WBE goal established under this RFQ is 20%.**

2.15 SUCCESSFUL VENDOR RESPONSIBILITIES AS PRIMARY CONTRACTOR

The Contractor will be required to assume responsibility for all contractual activities described in the RFQ, whether or not the Contractor performs such activities. Further, the Commission will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract.

The Contractor may have subcontractors; however, the Contractor must accept full responsibility for the performance of any such subcontractor. If any part of the work is to be subcontracted, responses to this RFQ must include a list of subcontractors, as provided in Part 4 of this RFQ.

2.16 APPROVAL OF STAFFING

The Commission reserves the right to interview, review, or disapprove any employee of the successful bidder who is assigned to the Commission Contract, either at Contract inception or during the term or any extension thereof.

2.17 NEW YORK STATE SUBCONTRACTORS AND SUPPLIERS

Proposers 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.

**Subcontractor and supplier requirements are set forth in Appendix K of this RFQ.**

2.18 SUB-CONTRACT APPROVAL

The Commission must approve subcontractors and may require the successful bidder to replace subcontractors who are determined to be unacceptable upon inception or during the term or any extension thereof. Subcontractors are subject to background checks of personnel and principals, and may also require bidder licensing.

2.19 DELEGATION AND/OR ASSIGNMENT

No delegation of any duties under this Contract to another entity shall be binding upon the State until the Commission has given written consent to such delegation; nor shall assignments of rights to moneys due or to become due

under this Contract be permitted to any entity other than Contractor, except by express written consent of the Commission.

## 2.20 CODE OF CONDUCT FOR VENDOR

The Commission is an extremely sensitive enterprise because of the nature of the business and because it is government operated. Therefore, it is essential that its operation, and the operation of other enterprises which would be linked to it in the public mind, avoid not only impropriety but also the appearance of impropriety. Due to this, Contractors associated with the Commission are expected to:

- A. Offer goods and services only of the highest standards;
- B. Use their best efforts to prevent the industry from becoming embroiled in unfavorable publicity;
- C. Make sales presentations in a responsible manner; and when it is necessary to point out the superiority of their goods or services over those of their competitors, to do so in such a manner as to avoid unfavorable publicity for the industry;
- D. Avoid promotional activities that could be interpreted as improper and result in embarrassment to the industry;
- E. Report security problems or potential security problems promptly to the Commission;
- F. Not offer or give any gift, gratuity, favor, entertainment, loan or any other thing of material monetary value to any Commission employee, or to any individual influencing the outcome of this project;
- G. At any point during the procurement and resulting Contract bidder must identify, and bring to the attention of the Commission, real or apparent conflicts of interest as knowledge of such conflicts arise.

## 2.21 COMMISSION SECURITY REQUIREMENTS

The Contractor, including its employees, officers, agents and subcontractors, shall be required to comply with all present and future security policies of the Commission. In addition, the Contractor, its subcontractors, project managers, their employees, officers and agents, and any and all persons involved in projects and work assignments under this Contract will be required, prior to access to any Commission site, to be given a security clearance by Commission. Anyone seeking access to a Commission site must provide their name, address, date of birth, company affiliation, and a company point of contact for employment verification, at least one week prior to any site visit. Once preliminary access

approval is granted by the Commission, all visitors to a site must provide two (2) forms of valid identification, including one photo ID and written authorization that they are acting on behalf of a designated employer and/or contractor. Only after site authorization is confirmed will access to the Commission site be approved.

#### A. Physical Security During the Delivery of Contracted Services

(i) The Contractor shall be solely responsible for the safety and security of the project sites, facilities, and components under this Contract, with the exception that the Contractor is not responsible for overall building security at locations under the control and management of Commission, State, local or federal agencies. The Contractor remains responsible, however, for security of project components or equipment within such buildings, e.g. secure equipment enclosures within the space provided by such agencies. The Contractor shall be responsible for and shall correct its failure or theft of any components or portion of the project due to the Contractor's inadequate physical and/or information security at its cost and expense.

(ii) The physical security and the information security of project data shall be provided at a level commensurate with that normally established for a similar system in today's heightened security environment. All components of site security shall be of suitable strength and design, and shall reasonably withstand attempts to gain unauthorized access.

#### B. Access by Personnel

(i) The Prime Contractor, its officers, agents, subcontractors, and their employees and independent contractors, shall be required to comply with all applicable facility and information security policies and procedures of the Commission and the State in performing the scope of work under this RFQ. Such policies and procedures shall be communicated to the Contractor as a condition precedent to Contractor's obligations under this paragraph.

(ii) The Contractor warrants that each individual performing work under this RFQ is legally eligible to work in the United States and that such eligibility shall be maintained at all times during the engagement while the individual is accessing any Commission site, information systems or data contained therein. In addition, prior to accessing any Commission site, project information systems or data contained therein, the Contractor, and its officers, agents, sub-contractors, and their collective employees and independent contractors performing work under this RFQ, shall be required to:

(a) Obtain security clearance from the Commission, which may include, at the Commission's discretion, a criminal history and/or

background investigation of each individual proposed to perform work under the Contract. Each individual assigned to the project by or through the Contractor shall be required to submit identifying information to the Commission.

(b) Obtain from the Commission and prominently display on their person, Commission issued identification cards at all times while physically present at any Commission site.

(iii) When an emergency or other circumstances occur which render immediate compliance with the foregoing requirements impractical, the Commission may, in its sole judgment, defer an individual's compliance with the foregoing requirements and grant temporary access. Such deferment shall not be construed as a waiver of the Commission's right to subsequently require security clearance as to any individual previously granted such temporary access; provided however, that even in such circumstances, the Commission shall approve such individual's access prior to such individual accessing a site, system or data and the Commission may accompany such individual at all times when on-site.

(iv) The Commission reserves the right, in its sole discretion, and without liability to the Contractor's officers, agents, subcontractors, and their collective employees and independent contractors assigned to work under the Contract, to withhold approval of and refuse to permit access prior to such individual accessing a site, system or data and the Commission may accompany such individual at all times when on-site. The Commission reserves the right, in its sole discretion, and without liability to the Contractor's officers, agents, subcontractors, and their collective employees and independent contractors assigned to work under the Contract, to withhold approval of and refuse to permit access to Commission facilities, electronic information systems or data contained therein to any individual proposed by or through the Contractor (A) who refuses to comply with the security procedures outlined in this section, or (B) where the Commission determines that the individual may present a risk to the Commission's security interests. The Commission shall not be liable for payments or damages of any kind if the Contractor is delayed or unable to perform under the Contract as a result of the Commission's denial of access to any individual(s) pursuant to this section.

## **PART 3- SCOPE OF WORK**

### **3.1 WORK AND DELIVERABLES**

The New York State Lottery, Syracuse regional division office, requires services of a staffing agency to expeditiously source screen and provide top quality candidates to fill One (1) Full Time position in the New York Lottery Syracuse Regional Office.

### **3.2 SCOPE**

The work schedule for this position is Monday through Friday, 8:30 a.m. to 4:30 p.m. ½ hour lunch; 37 ½ hour work week. Parking is available behind the building.

#### **A. DUTIES**

The candidate selected for this position will be required to perform duties including, but not limited to the following:

- Meet and greet customers entering the lobby area
- Interact with customers in person or via phone and respond to customers' requests and questions regarding service, products, or other related materials
- Answer, screen, and/or direct incoming calls
- Maintain inventory records and files
- Assist with marketing activities, such as mailing promotional information as well as merchandise for events
- Accept and sort deliveries, as well as mail shipments, and verifying quantities shipped.
- Manage a large (approximately 600) mail merge database
- Serve as a backup person for retailer ordering. Will learn and become familiar with in house software to facilitate retail ordering

#### **B. OVERTIME**

The hourly rates will be considered straight time costs for work up to 40 hours in a single week regardless of time of day, or day of the week. Any work performed beyond 40 hours is considered overtime and would be allowed only when approved by the Commission. The rates paid for overtime shall be 1.5 times the pay rate plus markup. Any overtime must have prior written approval by the Commission.

### **C. NEW YORK STATE DESIGNATED HOLIDAYS**

The following are New York State designated holidays. In observance, the Commission's offices are closed, and the employee shall not report to work:

New Year's Day	Martin Luther King Jr. Day	President's Day
Memorial Day	Independence Day	Labor Day
Columbus Day	Veteran's Day	Thanksgiving Day
Christmas Day		

### **D. LATE ARRIVALS**

The Commission shall not pay for any scheduled time for the period the Employee was late. Repeated lateness by a single Employee is grounds for removal from a position based on the discretion of the Commission. In addition, repeated lateness by multiple Employees from a single Contractor may be considered an example of poor service and may result in a Contractor Deficiency Report.

### **E. TIME OFF / CALL IN**

Time off shall be approved in advance by Robin Sywulski (315) 448-4316 or Lori Hickman (315) 448-4314. Employee shall provide as much notice as practicable when calling in an absence for that work day.

### **F. REDUCE WORK**

The Commission has the right to reduce the length of the work assignment and the Contractor shall be provided as much notice as is reasonably possible. A minimum of 24 hours' notice will be given, except when reduction is due directly to acts of God, wars, acts of public enemies, strikes, fire or flood, or similar causes beyond the control of the Commission, or if Employee presents a risk to the safety and well-being of his/herself or others. Contractor shall not assess any fees or penalties for reductions in work assignments.

### **G. INTERVIEWS**

The Commission shall have the right to interview a Candidate to determine his/her qualifications. The qualifications must reflect the position of the specific job title requested. The Commission reserves the right to reject the Candidate if the Commission determines that the Candidate is not qualified based on the referenced job title.

## **H. BACKGROUND CHECKS**

The Contractor shall provide appropriate background checks for each Candidate prior to the start of their employment. Background checks requirements are as follows:

- Undertaking a criminal history record check including a national criminal history check and state and county criminal checks using the NYS Office of Court Administration (NYSOCA) and comparable searches of states where the person lived, worked or attended school during the past five years. In the alternative, a Contractor may elect to obtain the record of convictions from NYSOCA directly and from their equivalents from other states where the person lived worked or attended school during the past five years.
- Verification of previous employment for the past five years.
- Verification of educational background.
- Verification of social security number and U.S. citizenship or legal resident status.
- Any other check requested by the Commission as necessary.

The Commission will reimburse the Contractor for actual costs for background checks performed on candidates that are selected for hire.

## **I. REPLACEMENT CANDIDATES**

The Contractor must recommend a replacement Candidate within two (2) business days of request. The Commission will review Candidate resumes.

### **3.3 COMMISSION RESPONSIBILITY AND PROJECT CONTROL**

The employee utilized for these services will work under the direction of Assistant Regional Director. The Commission shall provide appropriate direction and training to the employee to carry out the required duties.

The Commission will validate time sheets completed by the employee for submission to the Contractor.

## **PART – 4 INFORMATION REQUIRED FROM BIDDERS**

In preparation of the quote, each bidder should pay special attention to the requirements and information being requested in order to respond fully to the RFQ. Any quote found to be incomplete or placing conditions in response to the requirements under this RFQ, may be deemed non-responsive and removed from further consideration.

### **4.1 BUSINESS ORGANIZATION**

- A. The bidder must state the full name and address of its organization and, if applicable, any branch office or other subordinate element that will perform or assist in the performance of the work hereunder. The bidder shall indicate whether it operates as an individual, partnership, corporation, joint venture, or other specified form of business organization. Each bidder must state whether they are qualified and/or registered to do business in the State of New York.
- B. The bidder must indicate the name, address (including e-mail) and telephone number of the individual from your organization that is authorized to enter into and bind the organization to the terms and conditions of the RFQ.

### **4.2 REFERENCES**

The bidder must name as reference at least three clients relevant to the work to be performed under the contract resulting from this RFQ. References must include company name, contact person (name, telephone number, email address, and mailing address). Also, each reference must include a general statement of the type of work performed for the reference.

Bidders who have previously held a comparable contract with the Commission within the past two (2) years do not need to submit reference forms. They will be reviewed on the basis of the services provided to the Commission, although the Commission reserves the right to request other references and additional information

### **4.3 COMPLIANCE WITH REQUIREMENTS**

Contractor must state compliance with the requirements outlined in the RFQ and submit completed forms as required.

### **4.4 SUB-CONTRACTORS**

If applicable, the quote must list all subcontractors, including firm name and address, contact person, and a complete description of work to be

subcontracted. Descriptive information relative to the sub-contractor's organization and capabilities must be included.

#### 4.5 PRICING

Utilizing the Quotation Form, **Attachment 2**, the bidder is to propose the hourly pay rate to the employee plus markup for services based on the Scope of Services set forth in **Part 3** of this RFQ, then indicate the total bill rate. **Bidder must use Attachment 2 as directed. Alternative pricing structures will be deemed non-responsive.**

## **PART 5 – BIDDER SELECTION**

### **5.1 INTRODUCTION**

This section describes the selection process that will be used to determine the winning bidder. Failure of a vendor to provide information requested by this RFQ, to submit the quote according to the required format, or to respond appropriately to a clarification request or demonstration request, may result in rejection of the vendor's quote.

### **5.2 INFORMATION FROM OTHER SOURCES**

The Commission reserves the right to obtain from sources other than the bidder, information concerning a bidder, the bidder's offerings and capabilities, and the bidder's performance, that the Commission deems pertinent to this RFQ and to consider such information in considering the quote. This may include, but is not limited to, references from other New York State agencies or other lotteries and gaming jurisdictions.

As provided in Section 4.2, references will be checked regarding the bidder's past experience. The Commission reserves the right to contact references as many times as is necessary and to contact as many references as is necessary, to obtain a complete understanding of the vendor's performance and experience.

### **5.3 AWARD**

The bidder with the lowest total hourly bill rate, as reflected in the Quotation Form, Attachment 2, will be deemed the successful vendor as provided in Part 1 under Method of Award.

### **5.4 NOTICE OF AWARD**

A Contract award notification letter will be sent to the successful bidder and unsuccessful bidders indicating award subject to approval by the Office of the Attorney General and Office of the State Comptroller.

No public discussion or news releases relating to this RFQ or the resulting Contract shall be made by any bidder without the prior approval of the Commission.

### **5.5 DEBRIEFINGS**

At the time of award notification, bidders will be advised of the opportunity for a debriefing by the Commission. Information shared during the debriefings will be in accordance with the FOIL.