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**NASPO ValuePoint Cooperative Request for Proposal 22PSX0086:
IT Managed Service Providers
DESCRIPTION OF DELIVERABLES**

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1. WHAT WE ARE LOOKING FOR

1.1. OVERVIEW

This Request for Proposal (“RFP”) is being issued by the State of Connecticut (“Lead State”) in collaboration with NASPO ValuePoint cooperative purchasing program. The purpose of this RFP is to establish one or more Master Agreements with Managed Service Providers (“MSP”) offering a Vendor Management System (“VMS”), which must be operational at the time of Proposal submittal, for the following:

- A. Information Technology (“IT”) staffing resources, payroll staffing and Services related to contingent workers in the IT industry; and
- B. Positions supporting Statement of Work (“SOW”) and/or scope of work-based development and/or creation Services.

1.2. NASPO ValuePoint Information

- A. NASPO ValuePoint is a division of the National Association of State Procurement Officials (“NASPO”), a non-profit association dedicated to advancing public procurement through leadership, excellence, and integrity. In accordance with NASPO ValuePoint’s Lead State™ model, the Lead State is issuing this RFP, evaluating responses, and establishing Master Agreements with the support and assistance of a Multistate Sourcing Team™ composed of individuals from other member states, representing a broad range of perspectives that ensure the RFP incorporates best practices recognized by public entities across the country.
- B. NASPO ValuePoint does not charge fees to NASPO members or other potential users, including state departments, institutions, agencies, and political subdivisions, federally recognized tribes, and other eligible public and nonprofit entities in the fifty (50) states, the District of Columbia, and U.S. territories, to use NASPO ValuePoint Master Agreements. By leveraging the collective volume of potential purchases nationwide, NASPO ValuePoint is able to offer customers the best value in cooperative contracting while giving vendors the opportunity to reach multiple markets through a single solicitation.
- C. More information about NASPO and NASPO ValuePoint can be found at www.naspo.org and www.naspovaluepoint.org.

1.3. Interested States

- A. The states below have requested to be named in this RFP as potential participants in the resulting Master Agreement(s). This list neither guarantees execution of a Participating



Addendum by an Interested State nor precludes execution of a Participating Addendum by any state or entity not identified as an Interested State.

Interested State	Reported Estimated Annual Volume	Sample Participating Addendum Terms and Conditions
Colorado	\$46,500,000	Attachment F
Hawaii	N/A	Attachment F
Idaho	1,100,000	N/A
Illinois	N/A	Attachment F
Maine	24,000,000	Attachment F
Missouri	3,100,000	N/A
Montana	N/A	Attachment F
New Mexico	N/A	Attachment F
North Dakota	4,100,000	N/A
South Dakota	200,000	N/A
Connecticut	30,000,000	Attachment E

- B. The Reported Estimated Annual Volume above aggregates usage estimates, self-reported by the Interested States, which may be based on any factor considered relevant by each Interested State, including historical usage and anticipated future usage. No minimum or maximum level of sales volume is guaranteed or implied.
- C. Please see Attachment F – Participation Information for sample participating addendum terms and conditions.

1.4. BACKGROUND

The resulting Master Agreement(s) will replace the [IT Vendor Managed Service Master Agreements](#), including, State of Connecticut contract number 14PSX0338. The awarded providers for these Master Agreements had state government experience managing the information technology temporary workforce. They provided MSP Services that allowed states to realize an increase in overall workforce quality, speed in delivery of IT professional needs and procurement through the implementation and configuration of a web-based VMS.

1.5. PARTNERSHIP GOALS

- A. The objective of this RFP is to obtain the best value through one (1) or more multiple national cooperative Master Agreements intended to benefit all state departments, institutions, agencies, and political subdivisions and other eligible public and nonprofit entities in the fifty (50) states, the District of Columbia, and U.S. territories. Therefore, Proposers should not interpret Section 2 below (“Scope of Services”) to be associated with or limited to any specific purchase, implementation, project, need, or program within the



- Lead State or any other state or eligible entity. Proposals should be generally applicable to all potential Participating and Purchasing Entities, except where specificity is requested.
- B. Usage and participation by eligible entities may be subject to the consent of the Chief Procurement Official of the state where the entity is located and/or local statutory and regulatory provisions.
 - C. The initial term of the Master Agreement(s) resulting from this RFP is anticipated to be three (3) years, with the option to renew.

1.6. RFP WEBSITE

- A. The RFP Website is the sole source for official RFP documents and updates. The Lead State may, but is under no obligation to, notify Proposer of updates to the RFP Website, including the posting of RFP addenda.
- B. Documents from this RFP may be posted on multiple websites, including non-Lead State procurement solicitation boards and the NASPO ValuePoint website, or distributed through other channels, such as email. Such distribution is for advertising and informational purposes only, and documents and information from sources other than the RFP Website should not be relied upon to develop or submit a proposal. Proposals or questions submitted through any means other than those specified in this RFP will not be addressed or considered by the Lead State.

1.7. RFP ADDENDA

The Lead State may, at any time and in its sole discretion, issue one or more addenda to this RFP. Information shared orally or in informal communications will not be considered an amendment unless explicitly stated in the communication or documented in writing on the RFP Website. The Lead State may extend any deadline given to Proposers during the RFP process, including the RFP submittal due date and time as well as RFP question and answer deadline. The Lead State may make immaterial corrections or clarifications to the RFP. Proposer is wholly responsible for reviewing addenda and updates to the RFP Website, acknowledging addenda as required, and submitting a proposal that is responsive to and compliant with the RFP as amended.

1.8. RFP DOCUMENTS

This RFP consists of the following attachments and any information or materials posted by the Lead State to the RFP Website, as amended:

- A. 22PSX0086 Master Agreement and Exhibits



- B. 22PSX0086 RFP Description of Deliverables
- C. Attachment A - RFP 22PSX0086 Cost Proposal
- D. Attachment B - RFP 22PSX0086 Account and Technical Questionnaire
- E. Attachment C - RFP 22PSX0086 Business Questionnaire
- F. Attachment D - RFP 22PSX0086 Security Disclosure Statement
- G. Attachment E - RFP 22PSX0086 State of Connecticut Participating Addendum
- H. Attachment F - RFP 22PSX0068 Participation Information

1.9. HOW TO RESPOND

- A. Read and review this RFP, including all attachments, exhibits and addenda.
- B. Prepare a proposal that:
 - 1. Follows the requested format.
 - It is encouraged that Proposers provide a well-crafted response in PDF format to include an Executive Summary as well as solution and implementation approach responsive to this RFP.
 - 2. Includes the solicitation number on all materials making up the proposal.
 - 3. Addresses each question and request for a response in this RFP.
 - 4. Clearly demonstrates your ability to meet the scope of work described in Section 2 below.
 - 5. Includes all required submissions identified in Section 5.
- C. Submit your proposal and all supporting documentation online to the RFP Website by the RFP submittal due date and time.

2. SCOPE OF SERVICES

2.1. DEFINITIONS

- A. **Annual Volume-Based Rebate** means the payment made to Participating Entity as a rebate check each year during the Term calculated by applying the Annual Volume-Based Rebate tier percentage in Exhibit B Price Schedule, based on the Participating Entity's total annual spend, to the total annual dollars spent.
- B. **Award** or **award** means the identification of Proposers eligible to execute a Master Agreement following completion of the Multistate Sourcing Team's evaluation.
- C. **Bill Rate** means the computed value representative of the Contractor's proposed MSP and VMS percentage markups, as applicable, applied to the not-to-exceed ("NTE") fully burdened hourly base rate to determine the hourly bill rate for each hour of temporary labor.



- D. **Business Day** means a day of the week recognized by the Purchasing Entity as a workday, exclusive of Saturdays, Sundays and any State or federal holiday.
- E. **Confidential Information** means any and all information in any form that is marked as confidential or would by its nature be deemed confidential and is obtained by Proposer in connection with this RFP, including but not limited to the data or records of the Lead State, the Multistate Sourcing Team, NASPO or NASPO ValuePoint.
- F. **Contingent Worker** means the individual being proposed or placed in temporary work under a SOW or Order.
- G. **Contractor** means a Proposer with whom the Lead State executes a Master Agreement resulting from this RFP.
- H. **Deliverable** means a good, product, Service, solution, result, labor or other effort being sought through this RFP.
- I. **Interested State** means a state that has requested to be identified as a potential Participating Entity in this RFP.
- J. **Lead State** means the State of Connecticut, acting by the DAS.
- K. **Master Agreement** means a contract, resulting from this RFP, that is executed by and between a successful Proposer and the Lead State, acting in collaboration with NASPO ValuePoint.
- L. **Multistate Sourcing Team** means the group of individuals assisting the Lead State with solicitation and contracting activities, which may include but are not limited to development of this RFP, evaluation of proposals, negotiation of Master Agreements, and evaluation of Contractor Performance.
- M. **Managed Service Provider** or **MSP** means a Contractor that Performs Services associated with the management, recruitment and onboarding of the supply pool of Staffing Resource Providers, including the provision of reports, assistance and guidance to Participating Entity and/or Purchasing Entity.
- N. **Managed Service Provider Service Fee** or **MSP Service Fee** means the proposed component of the bill rate representing the fixed percentage increase applied to the NTE fully burdened hourly base rate of a temporary staffing resource, as compensation to the MSP for management of the supply pool of temporary staffing vendors. The MSP Service Fee must include the NASPO administrative fee and all other expenses and profit associated with providing MSP services. The amount charged to a Purchasing Entity may consist only of (i) the NTE Fully Burdened Hourly Base Rate or SOW-based fixed fee, both of which are paid in whole to the Contingent Worker(s), (ii) the MSP Service Fee, and (iii) when applicable, the VMS Service Fee.
- O. **Maximum Key Performer Premium** means the percentage applied to the NTE fully burdened hourly base rate for a Contingent Worker exceeding the key Performance criteria requirements.



- P. **National Association of State Procurement Officials** or **NASPO** means the National Association of State Procurement Officials, a 501(c)(3) corporation.
- Q. **NASPO ValuePoint** means the cooperative contracting division of NASPO, which facilitates procurements for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities, the District of Columbia, and territories of the United States.
- R. **NTE Fully Burdened Hourly Base Rate** means the hourly rate paid to the Contingent Worker including but not limited to: all salary, overhead costs, general and administrative expenses and profit. The amount charged to a Purchasing Entity may consist only of (i) the NTE Fully Burdened Hourly Base Rate or SOW-based fixed fee, both of which are paid in whole to the Contingent Worker(s), (ii) the MSP Service Fee, and (iii) when applicable, the VMS Service Fee.
- S. **Order** means a purchase order, sales order, agreement, or other document used by a Purchasing Entity to commit funds in exchange for a Contractor's delivery of one or more Deliverables.
- T. **Participating Addendum** means a contract, referencing a Master Agreement, that is executed by and between a Contractor and a Participating Entity and may include Participating Entity specific requirements and terms.
- U. **Participating Entity** means a state, or other legal entity authorized to enter into a Participating Addendum, that executes a Participating Addendum with a Contractor.
- V. **Perform** means to carry out all acts that are necessary or appropriate to fulfill or accomplish this Master Agreement fully, including the Deliverables and all other Master Agreement obligations. The word "Perform" includes all parts of speech.
- W. **Price Schedule** means Exhibit B to this Master Agreement which when read in conjunction with Exhibit A, Deliverables Document, lists the Deliverables available under this Master Agreement and establishes the components, unit pricing and price schedules for each Deliverable.
- X. **Proposal** means a Proposer's submission in response to this RFP, including information submitted directly through the RFP Website and information submitted after the RFP submittal due date and time at the request of the Lead State.
- Y. **Proposer** means an entity submitting a Proposal in response to this RFP.
- Z. **Prompt Payment Discount** means the payment made to Purchasing Entity as a rebate check after receipt of prompt payment in accordance with the prompt payment discount percentage in Exhibit B Price Schedule.
- AA. **Purchasing Entity** means the Lead State, a Participating Entity or a city, county district or other political subdivision of the Lead State or Participating Entity, or a nonprofit organization authorized under a Participating Addendum, who issues an Order against the Master Agreement and becomes financially committed to the purchase.



- BB. **Request for Proposal or RFP** means this request for proposals, including all attachments and exhibits and any information posted by the Lead State to the RFP Website, as amended.
- CC. **RFP Website** means the Lead State's Contracting Portal, [CTsource](#).
- DD. **Service** means the labor or work, necessary or appropriate for the Contractor to Perform.
- EE. **Staffing Resource Provider** means Contractor's subcontractor or partner, which at a minimum is responsible for placing and handling administration for, including the coordination of payment to, a Contingent Worker.
- FF. **Statement of Work or SOW** means the statement issued in connection with an Order for a Deliverable available under the Master Agreement which sets forth all work and payment requirements for Contractor's Performance in connection with said Order.
- GG. **Vendor Management System or VMS** means the Contractor's web-based software tool used for the provision and management of Contingent Workers. The VMS is a secure internet-enabled system hosted by the Contractor that automates the requisition, approval, evaluation, engagement, management, reporting and payment of Contingent Workers and SOW Deliverables.
- HH. **Vendor Management System Service Fee or VMS Service Fee** means the proposed component of the bill rate representing the fixed percentage increase applied to the NTE fully burdened hourly base rate of a temporary staffing resource, as compensation to the MSP for the provision and management of the VMS web-based software tool. The VMS Service Fee must include all expenses and profit associated with providing VMS services. The amount charged to a Purchasing Entity may consist only of (i) the NTE Fully Burdened Hourly Base Rate or SOW-based fixed fee, both of which are paid in whole to the Contingent Worker(s), (ii) the MSP Service Fee, and (iii) when applicable, the VMS Service Fee.

2.2. VENDOR MANAGEMENT SYSTEM

Contractor shall provide a VMS that is specific to the Lead State, each Participating Entity and each Purchasing Entity. Proposer's VMS must be operational at the time of Proposal submittal. Contractor's VMS must follow the National Institute of Standards and Technology ("NIST") 900-series guidelines. Contractor shall maintain Security Operation Center ("SOC") compliance in reportability, availability, confidentiality and privacy throughout the term of the Master Agreement. The VMS shall be a secure end-to-end technology solution that provides the processes, components attributes and functionality described below.

- A. Allows option for on-site account management and training of staff as required by Lead State, Participating Entity and/or Purchasing Entity.



- B. Allows and supports both staff augmentation (hourly-based) and SOW (Deliverable-based) engagements.
- C. Electronic SOW completion, approval and transmission to Contractor.
- D. SOW distribution to Staffing Resource Providers for Contingent Worker availability and cost savings.
- E. Contingent Worker resume submission, review, verification and selection capabilities.
- F. Contingent Worker ranking methodologies and capabilities.
- G. Scalability and flexibility to unique Participating and Purchasing Entity needs.
- H. Timekeeping, invoicing, validation of submitted time and oversight of such.
- I. Reporting capabilities for both standard and ad hoc reports.
- J. On-line search and query functions.
- K. Tracking, monitoring and managing of Contingent Worker staffing and Contractor's Performance.
- L. Capture and manage spend under the Master Agreement and Participating Addenda.
- M. Other capabilities related to Contractor's available Services as the Lead State, Participating Entity or Purchasing Entity may request, within the scope of the Master Agreement.
- N. Contingent Worker staffing search and recruitment capabilities, including specialized and niche IT areas.
- O. Customization to meet Lead State, Participating Entity and Purchasing Entity needs.
- P. Maintain active links to contractual position titles and pricing.

2.3. STAFF AUGMENTATION (HOURLY-BASED) PROCESS

- A. Contractor shall provide short-term, temporary Contingent Workers at hourly rates based on Exhibit B Price Schedule to augment Purchasing Entity staffing needs.
- B. Contractor shall manage an ongoing, open enrollment for staff augmentation Staffing Resource Providers.
- C. The Staffing Resource Providers, through the Contractor's VMS, shall propose Contingent Workers that meet Purchasing Entity requirements.
- D. The following is the anticipated staff augmentation (hourly-based) process. Participating Entity or Purchasing Entity may outline a different staff augmentation (hourly-based) process or establish different requirements in a Participating Addendum or Order.
 - 1. Purchasing Entity may request Contingent Worker(s) through requisition in Contractor's VMS.
 - 2. Contractor shall provide at least three (3) screened, qualified Contingent Workers resumes to Purchasing Entity's hiring manager within three (3) Business Days of receipt of the request.



3. Purchasing Entity may conduct skills assessments via phone interviews, face-to-face interviews, capabilities test, etc. with the Contingent Worker(s) they choose from the resumes provided by Contractor.
4. If the Purchasing Entity determines a Contingent Worker does not meet the skill requirement of the position after a skills assessment, the Purchasing Entity may reject the Contingent Worker and request additional resumes for review and consideration.
5. Purchasing Entity shall select the Contingent Worker from the resumes or may request more resumes to be provided by Contractor.
 - If after additional resumes are provided and none meet the requirements as stated in the request and clarified in the re-order process, Purchasing Entity will return the resumes to the Contractor and notify Participating Entity's contract coordinator.
6. Once the Contingent Worker is selected, Purchasing Entity shall issue an Order to Contractor.
7. Contractor shall manage all necessary preparation and on-boarding processes, including background checks, prior to placement.
8. Contractor shall complete time reporting, invoicing, Staffing Resource Provider payment, off-boarding, customer satisfaction surveys and Contingent Worker replacement.
9. Purchasing Entity's hiring manager shall direct the Contingent Worker's duties, responsibilities and work.
 - If a Contingent Worker begins work for Purchasing Entity and the Purchasing Entity determines within the first five (5) Business Days that the Contingent Worker does not have the skills or capabilities necessary to complete the job as requested in the original requisition, Purchasing Entity may request that the Contingent Worker be replaced immediately and Purchasing Entity shall not pay for the work conducted by that Contingent Worker. The replacement Contingent Worker shall be provided to Purchasing Entity at no charge for the first (5) five days of work.

2.4. SOW (DELIVERABLE-BASED) PROCESS

- A. Contractor shall provide Contingent Workers in accordance with a Purchasing Entity's SOW.
- B. The SOW (Deliverable-based) process will provide access to milestone and fixed-price Deliverable-based work.
- C. Contractor may assist Purchasing Entity with the preparation of a SOW defining the requirements, Deliverables and milestones of the effort.
- D. Contractors shall compete the SOW within its supply pool of temporary staffing resources.



- E. Each SOW (Deliverable-based) project may be limited to a monetary cap.
- F. Revisions outside the scope of the SOW or changing the scope of the SOW are not permitted. Changes within scope of the SOW may be made in accordance with **Section 11 of the Master Agreement**.
- G. The following is the anticipated SOW (Deliverable-based) process. Participating Entity or Purchasing Entity may outline a different SOW (Deliverable-based) process or establish different requirements in a Participating Addendum or Order.
 - 1. Purchasing Entity will submit in writing a SOW to Contractor via the VMS or otherwise electronically.
 - 2. The Purchasing Entity will receive proposed Contingent Workers for work under the SOW from the Contractor.
 - 3. The Purchasing Entity may interview the proposed Contingent Workers. The Purchasing Entity may negotiate the best Contingent Worker(s) for the SOW.
 - 4. Contractor shall execute an Order with the Purchasing Entity, and simultaneously, Contractor shall finalize the agreement with the selected temporary staffing resource.
 - 5. Payments shall be based on acceptance of Deliverables and project milestones.
 - 6. Contractor shall track timing and Deliverables, ensuring change orders are created to reflect any change in project scope and timeline.
- H. The SOW will describe the Purchasing Entity's requirements, Deliverables, and as applicable, expected outcome(s) and timeframe(s) for Performance and reports, project milestone schedule, summaries, recommendations and diagrams required by the Purchasing Entity. The SOW will include but not be limited to, the following:
 - 1. Required Contingent Worker qualifications, experience, education and technology knowledge.
 - 2. Purchasing Entity-identified Deliverables, Services and requirements to be Performed.
 - 3. Associated timeline for the Deliverables to be Performed.
 - 4. Purchasing Entity requirements for fingerprint-supported criminal history background checks, and other background checks, as applicable.
 - 5. The hours of work, the site or location of workplace, the schedule and the project administrator.
 - 6. If the Contingent Worker will have access to Confidential Records.
 - 7. Participating Entity or Purchasing Entity requirements for documentation and reporting requirements (e.g., reports, manuals, analysis or other documentation as identified by the Participating Entity or Purchasing Entity).
 - 8. Applicable technical standards required by the Purchasing Entity.
 - 9. Purchasing Entity policies and procedures.



10. Applicable timeframes or implementation schedule for the Deliverables and Services.
 11. Evaluation, testing and acceptance requirements.
 12. Cost of the Deliverables and Services in accordance with the Price Schedule and a payment schedule for same.
 13. Position Title and name of Contingent Workers Performing under the SOW.
 14. Support and maintenance obligations, if required by the Purchasing Entity.
- I. Deliverable-based work may include the following project phases:
1. Project initiation and planning
 2. Project development
 3. Project implementation
 4. Marketing and/or Advertising
 5. Outreach
 6. Training and knowledge transfer
 7. Documentation
 8. Project closeout to include post implementation support

3. ADDITIONAL REQUIREMENTS

3.1. GOVERNING LAW AND VENUE

This RFP and Proposer's participation in it is governed by and construed in accordance with the laws of the Lead State. Unless otherwise specified in this RFP, the venue for any protest, claim, dispute, or action relating to this RFP, including evaluation and award, is in the state serving as the Lead State. Any claim relating to this RFP brought in a federal forum must be brought and adjudicated solely and exclusively within the United States District Court for the Lead State. Proposer and Proposer's participation in this this RFP must comply with all applicable federal, state, and local laws, rules, and policies. All Deliverables proposed by Proposer must comply with all applicable federal, state, and local laws, rules, and policies.

3.2. BACKGROUND CHECK REQUIREMENTS

- A. Contractor shall obtain a background check for all its Contingent Workers consisting, minimally, of employment history, post-employment check, professional references, criminal history and court records check and education verification (i.e., degree, license and/or official transcript).



- B. Each Contingent Worker must pass the background check prior to placement under the Master Agreement. Additional background checks, if requested by the Purchasing Entity, may be included in a SOW.
- C. Contractor shall pay all fees associated with obtaining and completing a background check.
- D. Contractor shall maintain a record of current background checks as well as United States ("U.S.") Citizenship and Immigration Service Form I-9, Employment Eligibility Verification issued by the U.S. Department of Homeland Security and U.S. Citizenship and Immigration Service supporting each Contingent Workers authorization for employment in the U.S. The Lead State, Participating Entity and Purchasing Entity shall have the right to audit these documents.
- E. Prior to submitting a resume to Purchasing Entity in response to a SOW, Contractor shall verify, minimally, the following background checks for each Contingent Worker. A Contingent Worker shall be deemed not qualified as a candidate for placement if any one or more background checks return contradictory, adverse or undesirable responses.
 - 1. Employment verification: Verification includes dates of employment, reasons for leaving and an explanation for any periods of unemployment. Contractor shall ensure that the candidate actually worked:
 - All positions listed on the application or resume that qualify the individual for the position sought; and
 - All employment during a period of at least two (2) years immediately preceding application.
 - 2. Employment eligibility check: Verification authorization that the candidate can work within the U.S.
 - 3. Reference check: Contractor shall contact and verify the references provided by the candidate.
 - 4. Past employment check: Contractor shall conduct and complete interviews with the candidate's past supervisors.
- F. The Purchasing Entity may require Contractor to complete additional background checks, including but not limited to, the following background checks below. All additional testing shall be at the Contractor's expense. Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the Purchasing Entity and its agents in connection with such background checks or testing.
 - 1. Educational verification: Telephone contact or written verification ensuring that the candidate possesses all educational credentials on application and/or resume.
 - 2. License verification: Confirmation that the candidate possesses all licenses listed on application and/or resume or otherwise necessary for position. Determination of the disposition of any proceedings against a license.
 - 3. Tax payment check: Verification that a candidate is current in payment of state and/or federal taxes.



4. Criminal history check: Criminal records check in jurisdictions where the candidate has lived and/or worked to determine any criminal history.
5. Sex Offender Registry: Criminal Justice Institute's Sex and Violent Offender Directory database check to determine if candidate has ever been convicted of certain sex and/or violent crimes.
6. Court records check: Civil and criminal court records check in jurisdictions where the candidate has lived and/or worked to determine any criminal history or civil judgments.
7. Federal Criminal History Records Information ("CHRI") check: Nationwide criminal history database check.
8. Additional verification or testing as may be required related to pandemic situations such as Coronavirus disease ("COVID").

3.3. MINIMUM QUALIFICATIONS OF POSITIONS

- A. All positions identified in the Cost Proposal shall minimally exhibit the following qualities below to allow placement of appropriately skilled personnel.
 1. Knowledge, skill set, education, experience and qualifications for the Position Title.
 2. Proficiency in Microsoft Office Suite, to include but not be limited to, Microsoft Word, Excel, PowerPoint and Outlook.
 3. Effective oral and written communication skills.
 4. Effective interpersonal skills.
 5. Ability to work independently or in a team environment.
 6. Exhibit a high degree of professionalism in the production of Deliverables and in interactions with fellow employees and client personnel.
- B. Contractor's staffing resources shall minimally include qualifications of the available individual who meets the Purchasing Entity's requested requirements for the position title and SOW.
- C. The lowest hourly rate for the position title and commensurate level of expertise, experience and education within the job position description should be considered first.
- D. The requesting Purchasing Entity shall make the final decision for each contingent Service request based on the factors deemed appropriate by the Purchasing Entity, including the SOW, resumes submitted and cost.
- E. Contractor shall ensure by skills assessment or otherwise that Contingent Workers have the necessary qualifications to Perform the Services set forth in the job posting, position title and SOW.
- F. Contractor shall ensure all information provided by Staffing Resource Providers and Contingent Workers in connection with Contractor's consideration of a proposed Contingent Worker and/or providing Services to Purchasing Entity, including but not limited



to, previous employers, educational records, references and background check results is true and accurate.

3.4. DISCOUNTS, REBATES AND MAXIMUM KEY PERFORMER PREMIUM

- A. **Annual Volume-Based Rebate:** Contractor shall provide Participating Entity the Annual Volume-Based Rebate as a rebate check within thirty (30) Business Days preceding the Effective Date each year during the Term. The rebate check amount shall be calculated by applying the Annual Volume-Based Rebate tier percentage in Exhibit B Price Schedule, based on the Participating Entity's total annual spend, to the total dollars spent.
- B. **Prompt Payment Discount:** Contractor shall provide a Prompt Payment Discount to Purchasing Entity as a rebate check within ten (10) Business Days after receipt of prompt payment. The prompt payment discount percentage shall be determined by the payment period in Exhibit B Price Schedule.
- C. **Maximum Key Performer Premium:** Contractor shall provide a Maximum Key Performer Premium that may be applied by written mutual agreement between the Contractor and Purchasing Entity to the NTE fully burdened hourly base rate for a Contingent Worker meeting or exceeding the key Performance criteria requirements.

3.5. DELIVERY

- A. Delivery shall be per the Master Agreement and its Exhibits, the Participating Entity's Participating Addendum and the Purchasing Entity's Order and/or SOW.
- B. Master Agreement number and Order number must be clearly shown on all acknowledgments, shipping labels, packing slips and invoices. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor shall follow the Purchasing Entity's rules, policies, and procedures regarding the ordering of Services and Deliverables under the Master Agreement. All communications concerning administration of orders placed will be furnished solely to the individual(s) identified in writing by the Purchasing Entity.

3.6. PRICING STRUCTURE

- A. This is a Vendor Funded model; therefore costs must reflect the following: The awarded Contractor will be compensated based on (i) the NTE Fully Burdened Hourly Base Rate or SOW-based fixed fee, (ii) the MSP Service Fee, and (iii) when applicable, the VMS Service Fee. The awarded Contractor will retain the MSP Service Fee percentage and, when applicable, the VMS Service Fee percentage, while the remainder is paid by the awarded Contractor to its Contingent Worker(s).



1. In this example, the NTE Fully Burdened Hourly Base Rate is \$100, the awarded Contractor's MSP Service Fee percentage is 20%, and the VMS Service Fee percentage is 4%. The NASPO administrative fee is 0.25%.
 - If the Purchasing Entity is **not** using the awarded Contractor's VMS, the Purchasing Entity pays the awarded Contractor \$120 (to include \$20 for the MSP fee), and the awarded Contractor pays the Contingent Worker \$100, pays NASPO a \$0.30 administrative fee, and retains the remainder to cover expenses and profit.
 - If the Purchasing Entity **is** using the awarded Contractor's VMS, the Purchasing Entity pays the awarded Contractor \$124 (to include \$20 for the MSP fee and \$4 for the VMS fee), and the awarded Contractor pays the Contingent Worker \$100, pays NASPO a \$0.31 administrative fee, and retains the remainder to cover expenses and profit.
2. In this example, the SOW-based fixed fee is \$10,000, the awarded Contractor's MSP Service Fee percentage is 20%, and the VMS Service Fee percentage is 4%. The NASPO administrative fee is 0.25%.
 - If the Purchasing Entity is **not** using the awarded Contractor's VMS, the Purchasing Entity pays the awarded Contractor \$12,000 (to include \$2,000 for the MSP fee), and the awarded Contractor pays the Contingent Worker(s) \$10,000, pays NASPO a \$30 administrative fee, and retains the remainder to cover expenses and profit.
 - If the Purchasing Entity **is** using the awarded Contractor's VMS, the Purchasing Entity pays the awarded Contractor \$12,400 (to include \$2,000 for the MSP fee and \$400 for the VMS fee), and the awarded Contractor pays the Contingent Worker(s) \$10,000, pays NASPO a \$31 administrative fee, and retains the remainder to cover expenses and profit.
- B. The MSP Service Fee and VMS Service Fee are components of the bill rate representing the fixed percentage increases applied to the NTE Fully Burdened Hourly Base Rate of temporary staffing resource positions in Attachment A. The percentage increases shall be fixed, unless negotiated lower by the Participating Entity, and shall remain constant for the term of the Master Agreement, including any extension(s).
- C. Contractor shall pay NASPO ValuePoint a NASPO ValuePoint Administrative Fee in accordance with Exhibit D NASPO ValuePoint Provisions.
- D. The NTE Fully Burdened Hourly Base Rate used by Purchasing Entity for Services will be selected based on the jurisdiction of the Purchasing Entity and where Services are being Performed.
- E. The NTE Fully Burdened Hourly Base Rates provided in Attachment A may be updated in accordance with the Master Agreement from the effective date.



- F. A differential for a higher or lower cost of living within a geographic area of a state may be negotiated by the Participating Entity for varying markets or market conditions. Information should be based on the most current published data from the Bureau of Labor Statistics ("BLS") Occupational Employment Services ("OES") office. This information is updated annually per the BLS OES publication generated at the Occupational Employment Statistics Query System (<https://data.bls.gov/oes/#/home>). The following criteria shall be used to generate the report:
1. Search type = One occupation for multiple geographic areas
 2. Select one occupation = Computer and Mathematical Occupations
 3. Select geographic type = Metropolitan or Non Metropolitan Area
 4. Select one or more areas = U.S.A. - All MSA in this list
 5. Select Next
 6. Select one or more datatypes = All data types
 7. Select Next
 8. Select one or more release dates = (most current)
 9. Select an output type = Excel
 10. Select Submit
- G. Contractor shall not assess percentage markup(s) on authorized expenses (e.g., travel, education, etc.) and shall only assess percentage markup(s) on billable hours worked by Contingent Worker(s).
- H. Contractor shall invoice Purchasing Entity directly for work Performed only. Contractor shall not delay payment to Staffing Resource Providers based on Purchasing Entity's payment of invoice.
- I. **Staff Augmentation (Hourly-Based) Process Pricing.** The payment schedule for staff augmentation (hourly-based) work shall be based on the contractual NTE fully burdened hourly base rate, Service fees and the number of hours of work Performed. Invoices may be submitted by the Contractor on a mutually agreed upon schedule (e.g. bi-weekly or monthly). No invoice will be approved without hourly rates, the number of hours worked for that period, and the name of the Contingent Worker. Additional invoice information may be required per the Purchasing Entity.
- J. **SOW (Deliverable-Based) Process Pricing.** The payment schedule for SOW (Deliverable-based) projects shall be tied to specific dates, Deliverables, the NTE fully burdened hourly base rate and Service fee(s). For all SOW-based work, the amount charged to Purchasing Entities will be paid upon completion of deliverables and shall not exceed the quoted flat, fixed fee, regardless of the number of hours quoted or actually expended. Invoices may be submitted by the Contractor on specific dates based on the completion and acceptance of related Deliverables. No invoice will be approved unless the associated Deliverables have been approved, and the invoice details hourly rates for each Contingent Worker. Participating Entities and Purchasing Entities will select one of the following SOW



methodology options and will include that methodology in the SOW for a particular project.

1. **Option 1 - Firm Fixed Price.** A firm fixed price method sets a flat fee for all Services to be performed and, notwithstanding section 4(c) (Price Schedule, Payment Terms and Billing and Price Adjustments) of the Master Agreement, is not subject to any price adjustment(s). Each Deliverable must be identified by line item and the cost specified in the SOW.
2. **Option 2 - Firm Fixed Price with Incentive.** A firm fixed price with incentive is the same pricing method as the firm fixed price in Option 1, plus an incentive that if met, results in payment of additional monies to the Contractor. Under this pricing methodology, the firm fixed price will be set forth as described in Option 1 and the SOW will state that a specified, detailed incentive is available. The SOW will set forth how the incentive criteria is quantified. The incentive payment may be set out as a fixed amount, or amounts or a percentage of the firm fixed price. If the incentive payment is based on a percentage of the value of the SOW, the value of the SOW used must exclude Contractor's out-of-pocket costs and other costs being passed through to Purchasing Entity. If the amount for out-of-pocket costs is unknown at the time that the SOW is executed, then the SOW must describe how out-of-pocket costs are calculated.

3.7. FINANCIAL REQUIREMENTS

- A. Contractor shall submit billing to the Purchasing Entity at such frequency as mutually agreed upon.
- B. Minimally, billing must include the following:
 1. Contractor Federal Tax Identification Number
 2. Order number
 3. Contingent Workers name and position
 4. Total hours worked
 5. NTE fully burdened hourly base rate for applicable position
 6. MSP Fee
 7. VMS Fee, when applicable
 8. Hourly bill rate
- C. Contractor shall bill the Purchasing Entity in increments not exceeding one fourth (1/4) of an hour for the work of the Contingent Worker.
- D. Contractor shall require the Contingent Worker to work the hours and schedule approved by the Purchasing Entity. All time worked will be subject to verification by the Purchasing Entity. The Contractor shall keep true and accurate records of the time worked.



- E. Unless otherwise previously approved in writing by the Purchasing Entity, Contractor shall pay the costs and expenses of a Contingent Worker attending or otherwise participating in training events.
 - 1. Contingent Workers shall not attend training courses at the expense of the Purchasing Entity, unless such courses are in the best interests of the Purchasing Entity and training is included within the approved SOW. In the event training is included in a SOW, credit for all or a portion of training may be collected by the Purchasing Entity if the Contingent Worker leaves or is assigned elsewhere within six (6) months of the training date. Credit must be pro-rated based on post-training time in Position Title.
- F. Unless otherwise previously approved in writing by the Purchasing Entity, Contractor shall be responsible for all costs and expenses associated with the transportation of Contractor's personnel and Contingent Workers and their possessions, or travel time to and from Purchasing Entity site. Contractor may be reimbursed of travel expenses incurred only if the expenses were authorized in writing by Purchasing Entity before travel occurs. Payments may not exceed the state's most current state managerial expense rate.
- G. Contractor shall not invoice Participating Entity for any upward reclassification or increased wages of a Contingent Worker during the term of the SOW unless the Maximum Key Performer Premium has been applied by written mutual agreement between the Contractor and Purchasing Entity. Revisions to the SOW regarding position title, level of experience or responsibilities of the Contingent Worker must be within the scope of the initial SOW and must be made in writing by the Purchasing Entity to the Contractor.
- H. Contractor shall require the Contingent Worker to work the hours and schedule as mutually agreed upon in the SOW. Purchasing Entity and Contractor shall make reasonable efforts to accommodate schedule changes with a minimum of ten (10) Business Days prior notice.
- I. Overtime shall be any time worked over forty (40) hours in one (1) standard week, Monday through Friday. Overtime must be approved in writing by the Purchasing Entity prior to overtime occurring. If overtime is authorized by the Purchasing Entity, overtime will be paid as mutually agreed upon but must not exceed one and one half (1-1/2) times the appropriate hourly rate.

3.8. WAGES

Unless otherwise provided by law or regulation, Contractor shall pay all employees such applicable minimum wage rates as required by law or regulation, including paying any increases as of the effective date of such increases.

3.9. SECURITY AND/OR PROPERTY ENTRANCE POLICIES AND PROCEDURES



To the extent applicable, the Purchasing Entity will provide Contactor and Contingent Workers copies of the applicable security and property entrance policies and procedures prior to the commencement of Performance. Contractor shall ensure all policies and procedures are understood and followed by Contingent Workers.

3.10. REPLACEMENT OF CONTINGENT WORKER

- A. If a Contingent Worker currently Performing work for a Purchasing Entity separates from Contractor's employment, Contractor shall notify the Purchasing Entity in writing within one (1) Business Day after Contractor becomes aware of said Contingent Workers departure or in the event of an unanticipated departure of a Contingent Worker.
- B. At the discretion and request of the Purchasing Entity, Contractor shall replace any Contingent Worker, either pursuant to this section or [section 16 of the Master Agreement](#), with an equally or more experienced Contingent Worker. Contractor shall submit to the Purchasing Entity, no later than two (2) Business Days after the removal of a Contingent Worker, the estimated cost, based on the hourly bill rate in accordance with Exhibit B Price Schedule and estimated duration of the proposed replacement Contingent Worker and such other information as the Purchasing Entity may request for review prior to having the Contingent Worker begin to Perform. Contractor shall arrange for orderly and timely transfer of knowledge related to the Contingent Workers assignment(s), when applicable.
- C. Upon receipt of written notice of replacement or removal of the Contingent Worker, the Contractor shall immediately work with the supervising manager to re-direct the Contingent Workers duties relative to the Purchasing Entity in accordance with the requirements of the notice. Contractor shall, if requested, deliver to the Purchasing Entity all records as may have been accumulated by the Contingent Worker in Performing under the Master Agreement, whether completed or in progress.
- D. If Contractor's provided Contingent Worker fails to Perform or is found to lack the basic skills for which she/he was selected, or the Contractor dismisses any Contingent Worker prior to the end date specified in the Order and/or SOW, the Purchasing Entity shall receive a credit based upon the following:
 1. **Full** credit will be provided by the Contractor to the Purchasing Entity for a Contingent Worker that Performed work for a minimum of fifteen (15) Business Days.
 2. A ten (10) percent credit will be applied to the Order and provided by the Contractor to the Purchasing Entity for a Contingent Worker that Performed work for a minimum of sixteen (16) Business Days.

3.11. CURRENT CONTINGENT WORKER RETENTION



- A. To the extent that existing Contractors are in place within a state, Contractor shall assist Participating and Purchasing Entities in transitioning existing Contractors and Contingent Workers to their VMS for continuity purposes at no additional cost to Participating and Purchasing Entities.
- B. Participating and Purchasing Entities with SOWs and/or Orders in place at the time of the Master Agreement effective date shall have the option of transitioning to this Master Agreement, or continuing until the SOW and/or Order is completed.
- C. Contractor shall provide Participating Entity and Purchasing Entity the following options to retain Contingent Workers Performing work under a SOW and/or Order at the time of this Master Agreement effective date.
 - 1. Onboarding existing Contingent Workers with the same bill rate and at no additional expense to Participating Entity.
 - 2. Providing Purchasing Entity the option to defer transition to a later date for current SOW and/or Order.

3.12. RELATIONSHIP OF CONTINGENT WORKERS TO THE PURCHASING ENTITY

- A. Contractor and the Contingent Worker do not constitute employees of the Purchasing Entity and shall not be eligible for any compensation, pension, health care or other similar benefits to which an employee may be eligible to receive, regardless of the duration of the Contingent Workers working relationship with the Purchasing Entity or any similarity, intentional or otherwise, to an existing Purchasing Entity classified job description.
- B. Contractor and Contingent Worker shall identify themselves as Contractor and shall include such designation as part of their email signature.
- C. Purchasing Entity shall communicate to any relevant parties that Contractor or Contingent Worker is serving in a consulting capacity and is not a Purchasing Entity employee.
- D. If the Participating Entity and/or Purchasing Entity determines it is in its best interest to hire or convert the Contingent Worker of the Contractor to a state employee or to a state designated payroll provider, Contractor shall release Contingent Worker from any non-compete agreements that may be in effect at no cost to the Participating Entity and/or Purchasing Entity, or Contingent Worker.

4. HOW WE WILL CHOOSE

4.1. EVALUATION PROCESS AND CRITERIA



- A. The following information, in addition to the requirements, terms and conditions identified throughout this RFP, will be considered as part of the selection process and are listed in order of relative importance.
- B. All responses will be reviewed and scored by the NASPO ValuePoint Multistate Sourcing Team and the evaluation process will consist of the following stages:
 1. **STAGE 1: Administrative Response Requirements (Pass or Fail).** All Proposals will be reviewed first to ensure that they meet the mandatory submittal requirements listed below. Any Proposal not meeting the mandatory submittal requirements may be found non-responsive.
 - Attachment A - Cost Proposal
 - Attachment B - Account and Technical Questionnaire
 - Attachment C - Business Questionnaire
 - Security Disclosure Statement in accordance with Attachment D
 - Review and proposed edits to (1) 22PSX0086 Master Agreement and Exhibits and (2) Attachment E - RFP 22PSX0086 State of Connecticut Participating Addendum
 2. **STAGE 2: Business and Technical Proposal.** All Proposals will be reviewed and scored based on the evaluation criteria for this stage listed in order of importance below. Scores will be on a rating scale out of four (4) points and averaged. Maximum total points is four (4) for Stage 2 (Business and Technical Proposal). Only those Proposals meeting or exceeding a score threshold of three (3) points for Stage 2 (Business and Technical Proposal) score will be eligible to move on to Stage 3 (Cost Proposal).
 - Technology
 - Demonstrated Performance, experience, capabilities and resources
 - Management and quality assessment
 - Business assessment
 - Approach
 - Demonstrated ability to meet terms and conditions
 3. **STAGE 3: Cost Proposal.** All Proposals will be reviewed and scored based on the evaluation criteria for this stage listed in order of importance below. Scores will be on a rating scale out of four (4) points and averaged. Maximum total points is four (4) for Stage 3 (Cost Proposal).
 - Fees, rebates and discounts
 - NTE hourly rate sheet
 - IT position descriptions
 4. Following completion of Stage 3 (Cost Proposal), Proposals will be ranked by the total sum of the Proposer's Stage 2 (Business and Technical Proposal) score and Stage 3 (Cost Proposal) score.



- C. After evaluations are completed, the Lead State and Multistate Sourcing Team will determine which Proposals are most advantageous to the Lead State and potential Participating Entities and Purchasing Entities. Methods used to make this determination may include, but are not limited to, one or more of the following:
 - 1. Identification of a natural break in total scores
 - 2. Identification of a minimum scoring threshold above which Proposers are deemed to be adequately qualified; and
 - 3. Consideration of the optimal number of Contractors required to successfully supply Deliverables to Participating Entities and Purchasing Entities
- D. Prior to announcement of awards and execution of Master Agreements, the Lead State will present an award recommendation to NASPO ValuePoint for approval of the proposed awards.
- E. Following approval of the NASPO ValuePoint executive council, negotiations will begin with the highest scoring Proposers. Awards will be posted as Master Agreements are executed via amendments on the Lead State's Contracting Portal, CTsource. The Lead State's Contracting Portal, CTsource, will be updated to final award once all Master Agreements are executed.

4.2. EVALUATION CONSIDERATIONS

- A. The Multistate Sourcing Team may, at its sole discretion, conduct additional rounds of discussions and a Best And Final Offer (BAFO) round.
- B. The Lead State reserves the right to determine the number of awarded Contractors based on determining factors (e.g., a natural break in score, number of awardees).
- C. The Multistate Sourcing Team may request the Proposers eligible for award to submit a demonstration video of certain functionality of the proposed VMS.

5. PROPOSER RESPONSE EXPECTATIONS AND REQUIREMENTS

5.1. WHEN RESPONDING TO THIS RFP, PROPOSERS SHOULD BE AWARE OF THE FOLLOWING:

- A. This RFP will result in multiple Contractors; however, the exact number of Contractors will be determined at the time of award.
- B. Participating Entities may require the proposed VMS to integrate with Oracle or PeopleSoft or other financial systems as set in place.
- C. Proposer must offer a VMS and all MSP Services.
- D. The Master Agreement may be used to acquire the temporary Services of Contingent Workers holding the positions listed in Attachment A and any other role or function within



the scope of the award to the Contractor requested by a Participating Entity or Purchasing Entity following a properly executed amendment to the Master Agreement adding the new roles.

- E. Participating Entities and Purchasing Entities may limit the length of time Contingent Workers may work in place.
- F. The Master Agreement may require all work Performed under the Master Agreement to be compliant with Section 508 digital accessibility and web standards and where applicable, with IRS Publication 1075 Tax Information Security Guidelines for Federal, state and Local Agencies.
- G. Participating Entities and Purchasing Entities may request the Services of a Contractor under the Master Agreement at any time and/or from time to time.
- H. As a vendor-funded Service provider contract, Participating and Purchasing Entities shall not pay a separate Service or vendor management fee. Charges shall be composed only of base rates and allowable percentage markups.
- I. Participating Entities may require the Contractors to meet minority, women or other business enterprise commitments throughout the life of the Master Agreement.
- J. Proposer is wholly responsible for ensuring Proposer's Proposal is complete and submitted timely to the Lead State in the format required by this RFP. The Lead State will not accept a proposal after the RFP submittal due date and time.
- K. Proposer is expected to submit Proposer's most favorable terms and pricing in its original Proposal submitted by the RFP submittal due date and time. The Lead State is under no obligation to provide Proposer an opportunity to modify or submit an addendum to Proposer's original Proposal or to submit another Proposal, including a best and final offer, prior to final evaluation and award. Alternate Proposals will not be accepted unless otherwise specified in this RFP.
- L. All costs incurred by Proposer in the preparation and submission of a Proposal, including any costs incurred during discussions, clarifications or demonstrations, are the responsibility of Proposer and will not be reimbursed.
- M. No additions or changes to any Proposal will be allowed after the Proposal submittal due date and time unless such modification is specifically requested by the Lead State. The Lead State, at its option, may seek Proposer retraction and/or clarification of any discrepancy or contradiction found during its review of Proposals.
- N. Firm Offer. Proposer's proposal will act as a firm offer for one hundred eighty (180) days following the RFP submittal due date. After one hundred eighty (180) days, the offer will remain open unless revoked by Proposer via written withdrawal of Proposer's proposal in accordance with Lead State law.
- O. Ownership and Disclosure of Proposals.



1. Hard copy proposals and tangible items submitted by Proposer in connection with this RFP, including physical media and product samples, will become the property of the Lead State and may not be returned to Proposer.
 2. Proposer grants Lead State and NASPO a perpetual, irrevocable, non-exclusive, royalty-free, and transferable right to display, modify, copy, and otherwise use the contents of Proposer's proposal, which may be:
 - Shared with NASPO members;
 - Shared with entities represented on the Multistate Sourcing Team;
 - Posted to the NASPO ValuePoint website following execution of Master Agreements for examination by potential Participating Entities and Purchasing Entities;
 - Subject to disclosure in accordance with applicable public information laws, rules, and policies; and
 - Subject to retention, archiving, and destruction in accordance with applicable retention laws, rules, and policies.
 3. If Proposer is claiming any portion of its proposal as confidential, proprietary, or protected, Proposer must submit with Proposer's proposal a redacted copy of Proposer's proposal, which must be clearly marked as such. Proposer may not mark pricing or Proposer's entire proposal as confidential, proprietary, or protected. Submission of a redacted proposal does not guarantee that information claimed by Proposer as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. If Proposer fails to submit a redacted copy of Proposer's proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Proposer releases the Lead State, NASPO, NASPO members, and entities represented on the Multistate Sourcing Team from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.
- P. Confidential Information. If Proposer is provided or given access to Confidential Information in connection with this RFP, Proposer will keep the Confidential Information in confidence and will not use the Confidential Information for any purpose other than as directed by the Lead State and as necessary to respond to this RFP. Unless otherwise directed by the Lead State, Proposer will destroy Confidential Information within 30 days of the cancellation of this RFP, rejection or withdrawal of Proposer's proposal, or execution of a Master Agreement between the Lead State and Proposer.
- Q. Consideration of External Information. The Lead State and Multistate Sourcing Team may consult external sources and consider external information to confirm the responsibility of Proposer, the responsiveness of Proposer's proposal, and the veracity of any representation made by Proposer. Proposer will be given a reasonable opportunity to



respond to any external information obtained by the Lead State and Multistate Sourcing Team that materially and negatively affects evaluation of Proposer's proposal. External information does not include information obtained from references provided by Proposer.

- R. Potential Participation by Canadian Entities. In addition to potential Participating Entities within the United States, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, the Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island, Quebec, Saskatchewan, and Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use a Master Agreement resulting from this RFP, with the approval of the Contractor.

5.2. THE SELECTED CONTRACTOR(S) SHALL:

- A. Provide qualified, competent, licensed and certified Contingent Workers with the specific technical expertise, experience, licenses, certifications and other qualifications requested by the Purchasing Entity and consistent with the SOW and the Master Agreement resulting from this RFP. In cases where special licenses, accreditations or certifications are required by state, Federal or Local law, statute or regulation to Perform Services of specified job descriptions, Contractor shall be required to provide copies of such license, accreditation or certification within five (5) Business Days upon request.
- B. Be responsible for payment of all fees charged by the Staffing Resource Providers.
- C. Be solely responsible to ensure the payment of all salaries, wages, bonuses, Social Security, taxes, federal and state unemployment insurance, liability and worker's compensation insurance, employee benefits and any and all taxes related to Contingent Workers provided under the Master Agreement.
- D. Be solely responsible for compliance with all applicable laws relating to its employees, such as wages and hour laws, safety and health requirements and collective bargaining laws.
- E. Adhere to applicable Participating and Purchasing Entity policies and standards. For the Lead State, these are set forth in the following link under "Technology", as it may be updated: <https://portal.ct.gov/OPM/Fin-General/Policies/PoliciesGuidelines-and-Labor-Contracts>.
- F. Ensure Staffing Resource Providers adhere to applicable Participating and Purchasing Entity policies and standards.
- G. Disclose any and all financial interests with any of its Staffing Resource Providers. Participating Entities may reserve the right to include affiliated Contractors party participation in Contractors total participation aggregate.
- H. Be liable for the work and actions of any Staffing Resource Provider used to fulfill contractual obligations.



- I. Comply with any Lead State, Participating Entity or Purchasing Entity requirement for status reporting, management methodologies, related documentation, computer operations, standards, practices and security procedures, all of which the Participating Entity or Purchasing Entity will have made available to the Contractor prior to executing the Participating Addendum or the Contractor accepting the SOW or Order.
- J. At minimum, be responsible for the following:
 1. Increasing the overall quality and speed of searching for, recruiting and acquiring temporary Contingent Workers in the awarded category(ies), including specialized and niche IT areas.
 2. Implementing and configuring a secure, production-ready, web-based VMS to centrally capture and manage contract Orders and spend. This may also include the need to share data with Participating or Purchasing Entities' existing systems.
 3. Adding value in the areas of temporary Contingent Worker procurement and utilization.
 4. Reducing costs associated with Contingent Worker engagements and oversight of such.
 5. Minimizing the time spent engaging Contingent Workers and ensuring compliance with Participating and Purchasing Entities' policies and procedures.
 6. Developing processes and policies that ensure compliance with legal, statutory and regulatory requirements.
 7. Tracking, monitoring and managing Staffing Resource Providers' and Contingent Workers' Performance.
 8. Providing reports that will help with budgeting and visibility into Contingent Worker spend.
 9. Maintaining availability of quality Contingent Workers, including updating the VMS to remove non-compliant Staffing Resource Providers and/or Contingent Workers.

5.3. THE PURCHASING ENTITY SHALL:

- A. Provide all necessary supplies, equipment, workspace and parking for the Contingent Worker.
- B. Pay the Contractor for hours worked when a Contractor provides a Contingent Worker on a specified date and time and the Contractor's Contingent Worker is on time to Perform the specified Services.
- C. Have the right to accept or reject any Contingent Worker provided by the Contractor at any time with or without cause.
- D. May require Contractor, and Contractor shall, track Contingent Worker time via an electronic time and attendance system.



- E. May request, and the Contractor shall provide, any Services that is within scope of the Master Agreement.

5.4. RIGHTS RESERVED TO THE LEAD STATE

- A. **Waiver.** The Lead State may waive any requirement in this RFP if the Lead State determines that waiver is in the best interest of the Lead State and potential Participating Entities and Purchasing Entities. Waiver of a requirement will not be construed as waiver of any other requirement in this RFP. The Lead State may waive minor irregularities or defects in a Proposer's Proposal.
- B. **Discussions, Clarifications and Demonstrations.** The Lead State may, but is not obligated to, enter into discussions with or request clarifications or demonstrations from one or more Proposers prior to awarding a Master Agreement. Proposers are expected to be ready to participate in discussions, clarifications or demonstrations with limited notice. Discussions, clarifications and demonstrations must be consistent with Proposer's original Proposal and will become an addendum to Proposer's Proposal.
- C. **RFP CONTACT AND MULTISTATE SOURCING TEAM.** The Lead State may change the RFP contact at any time. The Lead State may notify potential Proposers of the change via an update to the RFP Website. The Lead State is not required to disclose the composition of the Multistate Sourcing Team and may, at any time and without notice, change the composition of the Multistate Sourcing Team, provided the composition complies with the Lead State's laws, rules and policies.
- D. **Rejection of Proposals.** The Lead State may reject Proposer's Proposal at any time if the Lead State determines that:
 - 1. The proposal is non-responsive;
 - 2. The proposal has failed to meet any mandatory requirement of the RFP, including any minimum scoring threshold;
 - 3. Proposer is not responsible; or
 - 4. Proposer has committed a violation of procurement law, rule or policy.
- E. **Cancellation.** The Lead State may cancel this RFP at any time if the Lead State determines that cancellation is in the best interest of the Lead State and potential Participating Entities and Purchasing Entities. Following cancellation, the Lead State may, at its discretion, re-issue this RFP or issue another RFP for the same or similar Deliverables.
- F. **No Exclusivity.** Master Agreements resulting from this RFP will be established solely for the convenience of Participating Entities. The Lead State, Participating Entities and Purchasing Entities reserve the right to obtain the same or similar Deliverables from other sources when in their best interest and permitted by applicable law, rule or policy. The Lead State may, at its discretion, issue a supplemental solicitation during the term of a Master Agreement resulting from this RFP if the Lead State determines that: (a) there is insufficient



competition among Contractors awarded a Master Agreement resulting from this RFP; (b) the quantity or diversity of Deliverables available through Master Agreements resulting from this RFP is insufficient to meet demand; or (c) changes in the industry, market or technology justify the solicitation of new or supplemental Contractors or Deliverables.

- G. **Mandatory State Preferences.** The Lead State may apply mandatory evaluation preferences to Proposals of eligible Proposers as set forth in applicable laws, rules, policies or provisions of this RFP. Proposers that meet the requirements for award with an applied preference but would not receive an award without an applied preference may be awarded a contract for use by the Lead State but will not be awarded a NASPO ValuePoint Master Agreement for use by other states and eligible entities.
- H. **Conditional Awards.** Award and execution of a NASPO ValuePoint Master Agreement by the Lead State is conditioned upon the following:
1. Approval by NASPO ValuePoint;
 2. Approval by any individual or group of individuals required to approve Lead State contracts, including but not limited to legal counsel, an overseeing board, or agency head; and
 3. Negotiation of Master Agreement terms, conditions and pricing satisfactory to the Lead State, awarded Proposer, and NASPO ValuePoint.

Approval of awards and Master Agreements may be in whole or in part. Awards and Master Agreements not approved by NASPO ValuePoint may, at the Lead State's option, result in a contract for use by the Lead State only. Proposer agrees to hold the Lead State and NASPO harmless and release the Lead State and NASPO from any liability for damages arising from non-award or non-execution of a contract.

- I. **Term.** The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement resulting from this RFP for the purpose of making the Master Agreement coterminous with others. If this RFP is a re-solicitation of an existing NASPO ValuePoint portfolio, the Lead State may, at its option, defer the effective date of Master Agreements resulting from this RFP to reduce or eliminate overlap in portfolio terms.

5.5. PROPOSAL REQUIREMENTS

Proposer's Proposal must include the following:

- A. Proposed process for when VMS is not used by Participating Entity and/or Purchasing Entity for the following:
1. On-site account management and training of staff as required by Lead State, Participating Entity and/or Purchasing Entity.



2. Supporting both staff augmentation (hourly-based) and SOW (Deliverable-based) engagements.
 3. SOW completion, approval and transmission to Contractor.
 4. SOW distribution to Staffing Resource Providers for Contingent Worker availability and cost savings.
 5. Contingent Worker resume submission, review, verification and selection.
 6. Contingent Worker ranking methodologies and capabilities.
 7. Timekeeping, invoicing, validation of time and oversight of such.
 8. Reporting capabilities for both standard and ad hoc reports.
 9. Tracking, monitoring and managing of Contingent Worker staffing and Contractor's Performance.
 10. Capture and manage spend under the Master Agreement and Participating Addenda.
 11. Other capabilities related to Contractor's available Services as the Lead State, Participating Entity or Purchasing Entity may request, within the scope of the Master Agreement.
 12. Contingent Worker staffing search and recruitment capabilities, including specialized and niche IT areas.
- B. Proposed process to ensure only the most qualified candidate resumes are provided to Purchasing Entity. The following should be considered:
1. Will an IT recruiter be used to verify that the best candidate resumes are provided to Purchasing Entity to allow placement of qualified and skilled personnel? Will the IT recruiter be a person?
 2. How will Proposer limit the quantity of resumes provided to Purchasing Entity (e.g. ten (10) instead of fifty (50)) to only those most qualified and skilled?
- C. Proposed list of key Performance criteria requirements that a Contingent Worker must meet or exceed to be eligible to receive the Key Performer Premium percentage proposed in the Cost Proposal.

5.6. SECURITY DISCLOSURE STATEMENT

Purchasing Entities are concerned about the security and privacy of information and data related to the Performance of the Master Agreement. The type of data and information transmitted, stored and processed by the Services will vary based on the Purchasing Entities requirements. As a result, it is not possible to establish a single set of security requirements all Services awarded under this Master Agreement must meet. Each Purchasing Entity purchasing from this Master Agreement will determine which Services have the appropriate cyber security and data controls in place to meet their specific needs. To assist Purchasing Entities and to



qualify for any award, Proposer must submit a security disclosure statement addressing all elements listed in Attachment D.

5.7. COST PROPOSAL

- A. Proposers must complete Attachment A in accordance with the instructions therein. The format and structure of the Cost Proposal is intended to allow for a fair evaluation of like costs among Proposers. Deviation from the format or structure of the Cost Proposal may result in Proposer's Proposal being deemed non-responsive.
- B. Proposers must submit pricing for all states in order to be considered for award.
- C. Proposer is wholly responsible for ensuring figures and calculations submitted in Proposer's completed Cost Proposal are accurate, even if formulas have been provided by the Lead State as a courtesy.
- D. Inclusion of cost or pricing information in any document other than the Cost Proposal may result in Proposer's Proposal being deemed non-responsive.
- E. Proposer's proposed costs must be inclusive of all fees and charges, including but not limited to fees or charges for shipping, delivery, credit card payments, and personnel. All costs proposed by Proposer must also be inclusive of the NASPO ValuePoint administrative fee. Proposed costs incorporated into a Master Agreement resulting from this RFP represent not-to-exceed pricing and minimum discounts, where applicable. Except as permitted by Subsection F below, pricing offered to Participating Entities and Purchasing Entities must be no higher than pricing set forth in the Master Agreement.
- F. A Participating Addendum may also require payment of an additional administrative fee by Contractors to a Participating Entity based on sales to Purchasing Entities within the jurisdiction of the Participating Entity. Unless otherwise negotiated by the Participating Entity, Contractor may adjust the Master Agreement pricing incorporated into the Participating Entity's Participating Addendum by an amount not to exceed the Participating Entity's fee. Such adjustments will have no effect on the NASPO ValuePoint administrative fee, pricing in the Master Agreement, or pricing offered to Purchasing Entities outside the jurisdiction of the Participating Entity.
- G. In addition to the Cost Proposal evaluation described in this RFP, Cost Proposals may also be subject to an independent review for reasonableness by the Lead State. Submission of costs determined not to be reasonable by the Lead State may result in Proposer's Proposal being rejected, regardless of the results of the Cost Proposal evaluation.
- H. At the Lead State's discretion, points earned in the Cost Proposal evaluation may be normalized and scaled to award the Proposer earning the highest total cost score the maximum number of cost points possible.

5.8. REQUIRED SUBMISSIONS



The following must be submitted with Proposer's Proposal:

- A. Any response required to be submitted directly through the RFP Website.
- B. Completed Attachment A, Cost Proposal, submitted as a separate document and separate file.
- C. Completed Attachment B, Account and Technical Questionnaire **as revised by Addendum 2**
- D. Completed Attachment C, Business Questionnaire **as revised by Addendum 2**
- E. Security Disclosure Statement in accordance with Attachment D, submitted as a separate document and separate file.
- F. Redlined copy of Sample Master Agreement and Attachment E in accordance with the instructions in section 5.9.
- G. Redacted copy of Proposal clearly marked as such, if claiming confidential, proprietary or protected information.

5.9. MASTER AGREEMENT AND ATTACHMENT E REVIEW AND SUBMITTAL INSTRUCTIONS

- A. Proposer's shall fully review and edit the draft (1) 22PSX0086 Master Agreement and Exhibits and (2) Attachment E - RFP 22PSX0086 State of Connecticut Participating Addendum issued with the RFP. The Proposer's edited versions will be a part of the Proposer's RFP response.
- B. Proposer must indicate edits using Microsoft Word Track Changes and upload the edited version as part of their RFP response.
- C. Each edit must be accompanied by a comment explaining why the Proposer is requesting the edit.
- D. If Proposer has no edits, the Proposer shall state such as a comment using Microsoft Word Track Changes on the Master Agreement cover page (the page indicated by the CTsource lighthouse logo) and upload this version as part of their RFP response.
- E. Proposer's RFP response received without a fully completed contract review as instructed above may be rejected by the Multistate Sourcing Team as non-responsive.
- F. The quantity, breadth, and nature of modifications proposed by Proposer may be considered in the Lead State's evaluation of Proposer's proposal and of its risks, costs and benefits to the Lead State and potential Participating Entities and Purchasing Entities. Proposing excessive or overly restrictive modifications, or proposing modifications upon which Proposer's proposal is conditioned, may result in Proposer's proposal being deemed non-responsive.