



Request for Proposal
for

**IT Consulting Services:
Java Developer**

Issued by

NEW YORK CITY EMPLOYEES' RETIREMENT SYSTEM



Proposal Reference ID#: 1032019-Java

Proposal Release Date: 11/14/2018

Dear Vendor:

The New York City Employees' Retirement System ("NYCERS") is initiating a **Request for Proposal ("RFP") for IT Consulting Services to hire up to two (2) Senior Java Developers.** The determination for award shall be made to the responsible proposer(s) whose proposal is determined to be the most advantageous to the New York City Employees' Retirement System and the City taking into consideration the price and such other factors or criteria that are set forth in the RFP.

Please refer to the following Sections and Attachments of this RFP:

Section A: Project Scope
Section B: Proposal Instructions
Section C: Proposal Terms and Conditions
Section D: Evaluation and Contract Award
Section E: Iran Divestment Act Compliance Rider for New York City Contractors
Section F: Doing Business Data Form Notice
Section G: Link to "Appendix A" General Provisions Governing Contracts for Consultants, Professional and Technical Services, including the Affirmation and Broker's Certification and Notice of City's Payee Information Portal (PIP)
Section H: IT Consulting Services Sample Contract
Section I: Proposal Response Requirements

Attachment A: Vendor Information Form
Attachment B: Cost Proposal (submit under separate attachment)
Attachment C: Reference Form (see section C.8)
Attachment D: Vendor Acknowledgment of New York State Freedom of Information Law
Attachment E: Acknowledgment of Addenda
Attachment F: Iran Divestment Act Compliance Rider and Bidder's Certification
Attachment G: Link to Doing Business Data Form
Attachment H: *Tax Affirmation and Certification by Insurance Broker or Agent and Certification of Insurance (COI)* (see section C.9)

A. PROJECT SCOPE

NYCERS seeks up to two (2) senior Java Application Developers to work with the Information Technology (IT) Division for a period up to 36 months. NYCERS reserves the right to hire, at no additional cost, after a period of six (6) months. The developer will primarily be responsible for designing and developing Java applications in a WebSphere environment using IBM Rational Application Developer IDE.

The Java Developer must be available to work a minimum of 40 hours per week.

1. **Mandatory Skills:** Candidates must meet all the requirements below to be considered for the Java Developer position:

- 12-15 years of experience in developing large JAVA/J2EE applications.
- Experience working on Java 6 - 10 using Java design patterns and working with MVC architecture, JMS and or IBM MQ.
- Experience working in Eclipse or Rational Application Developer (v8.0 or later) IDE environment.
- Experience configuring WebSphere Application Server 7.0.X, 8.0.x for JDBC, JNDI, JVM Heap, Web Application security and cache.
- Experience using JAX-WS, EJB 2.1 or higher, Spring MVC framework, Spring AOP, Spring JDBC, ORM and Hibernate 3.0 or higher.
- Experience in database design, stored procedures and SQL in MS SQL 2005-2008, NoSQL (DynamoDB, MongoDB, Cassandra, CouchDB).
- Able to multi-task and be pro-active in project planning, requirements gathering and setting priorities based on impact and risk to the business without supervision.
- Experience with JSON, AJAX, REST, HTML5, ReactJS, Dojo and OUATH.
- Experience in IBM iWidgets 1.2 or higher, IBM Business space.
- Experience in IBM HATS 8.0, IBM Rational Service Tester, JUNIT, continuous integration testing and unit testing tools.
- Experience in writing detailed application documentation.

2. **Preferred Experience:**

- Experience with Business Rules Engines - Drools or similar.
- Experience with event-based workflow orchestration.
- Experience with Document Management system – IBM FileNet BPM or similar.
- Experience in handling production issues, performance issues.
- Experience in eHCaching, web debugging tools and transaction debugging tools.
- Experience with variable data printing solutions.
- Working experience in AGILE SCRUM and Water fall project methodologies.
- Experience on Post-Gre SQL, RazorSQL 5.5.2 or higher.

3. Assumptions Regarding Consultant Tasks and Deliverables

The Java Application Developer shall provide custom application design and development consultant services to NYCERS for the completion of NYCERS' ongoing business process improvement program. The following descriptions and deliverables shall apply:

- Role: Design and develop business processing tools/services and custom web applications.
- Objective: To analyze and improve existing business processes with application automation where possible.
- Deliverables: The Java Developer is responsible for the following:
 - Analyze business requirements and design applications.
 - Develop custom applications improving the existing business processes.
 - Implement business rules using the best fitting architecture supporting business requirements, high-availability and automation of business processes.

B. PROPOSAL INSTRUCTIONS

1. A pre-proposal conference will not be held. Upon receipt of this request, you are afforded the opportunity to e-mail questions only to the Designated Contact at rfp@nycers.org.
2. Vendors may only submit a total of two (2) candidates. If more than two candidates are submitted, NYCERS will only review the first two resumes and the other candidates' resumes will not be reviewed or evaluated.
3. Vendors may not submit resumes for candidates that are represented/employed by a third-party sub-contractor.
4. If a candidate's name is submitted by more than one vendor, the candidate will be considered for the position. If a candidate is selected that has been submitted by more than one vendor, NYCERS will make the award to the vendor with the lowest price. If both vendors offer the same price, NYCERS will permit each vendor to submit a best and final offer. If the best and final offers are identical, the candidate will be disqualified unless the vendor can provide documentation within 2 business days stating that the candidate is solely represented by one of the two vendors. If such documentation is provided, NYCERS will abide by that designation. If both vendors provide this documentation, the candidate will be disqualified.
5. The chart below lists the key dates and actions that apply to this RFP solicitation:

Event	Address/Comments	Due Date/Time
RFP to Vendors	https://a856-cityrecord.nyc.gov/	11/14/2018
Vendor Questions to NYCERS	Sent via email to Designated Contact: rfp@nycers.org	11/23/2018 by 5:00 pm EST
NYCERS' Response to Vendor Questions published in City Record Online	https://a856-cityrecord.nyc.gov/	12/05/2018
RFP Submission Due Date	Refer to Section I - Proposal Response Requirements.	1/03/2019 by 5:00PM EST
Date RFP responses will be opened & reviewed		1/4/2019 – 3/12/2019
Interviews for highest rated Consultants		3/13/2019 – 3/22/2019
Notice of Award		3/29/2019

6. **Designated Contact:** Cheryl Greenidge
335 Adams Street, Suite 2300
Brooklyn, NY 11201
Email: rfp@nycers.org
7. All responses to this RFP must be submitted electronically (via email) to the Designated Contact at rfp@nycers.org.
8. All documents submitted in response to this RFP must be in either Adobe.pdf or Microsoft Word format.
9. Vendors must submit **one (1) email** with **two (2) separate attachments** each clearly marked: "Candidate Proposal" and "Cost Proposal." Please be advised that NYCERS is unable to receive emails with attachments larger than 20 MB.

C. PROPOSAL TERMS AND CONDITIONS

1. RFP solicited for up to two (2) senior Java Developers. The mandatory skills and preferred experience are specified in **Section A – Project Scope**.
2. The Term of the contract will be for a period of one (1) year, with two (2) options to renew for one (1) year each.
3. Vendors are hereby notified of the City of New York's Prompt Payment Policy:

- (a) The prompt payment provisions of New York City Procurement Policy Board (“PPB”) Rule § 4-06 are applicable to payments made under this Agreement. The provisions generally require the payment to the Contractor of interest on payments made after the required payment date, as set forth in the PPB Rules.
 - (b) The Contractor shall submit a proper invoice to receive payment, except where the Agreement provides that the Contractor will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.
 - (c) Determination of interest due will be made in accordance with the PPB Rules and the applicable rate of interest shall be the rate in effect at the time of payment.
4. Vendors are hereby notified that the prices stated in their proposals are irrevocable until the contract is awarded, unless the proposal is withdrawn, and that offers may be withdrawn only after the expiration of 90 days from opening and only in writing received by NYCERS in advance of the award. If applicable, NYCERS may request a cost breakdown of the proposed price.
 5. Any amendments by NYCERS to this RFP shall be set forth in writing, and sent to all prospective Vendors known to have received this RFP and/or published on the City Record online. Such amendments shall be distributed within a reasonable time to allow prospective Vendors to consider them in preparing their proposals.
 6. Vendor must complete and return **Attachment D - Vendor’s Acknowledgment of NYS Freedom of Information Law**. Vendor shall give specific attention to the identification of those portions of their proposals the Vendor deems to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, shall not be disclosed by NYCERS. Such information must be easily separable from the non-confidential section of the proposal.
 7. **Vendors must fully complete and submit Attachments A, B and D through G in order to be considered for an award. Missing Attachments may result in disqualification.**
 8. Vendors are required to provide two (2) references for each candidate within two (2) days of a candidate’s selection for an interview at NYCERS. NYCERS will only check a Candidate’s references if the Candidate is being considered for the position after the interview process.
 9. Attachment H (end of “Appendix A”) Tax Affirmation and Certification by Broker and the Certificate of Insurance (COI) must be submitted by the Vendor upon the issuance of the contract award or within ten (10) days of issuance of the contract award. Attachment H and the COI do not have to accompany the Proposal response; however, the submission of Attachment H and the COI with the Proposal response will not disqualify the proposer from consideration of the contract award.
 10. Pursuant to New York City’s Procurement Policy Board Rules, Vendors have the right to appeal NYCERS non-responsiveness determinations within five (5) days and NYCERS non-responsibility determinations within ten (10) days and to protest NYCERS’ determination

regarding the solicitation or award of a contract in writing to NYCERS, 335 Adams Street, Suite 2300, Brooklyn, NY 11201.

11. The New York City Comptroller is charged with the audit of the contract in New York City. Any Vendor who believes that there has been unfairness, favoritism or impropriety in the proposal process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, Room 1005, New York, NY 10007; telephone number (212) 669-2323.

D. EVALUATION AND CONTRACT AWARD

1. Evaluation Procedures

All proposals accepted by NYCERS will be reviewed to determine whether they are responsive or non-responsive to the requisites of the RFP. Proposals that are determined by NYCERS to be non-responsive will be rejected. NYCERS' Evaluation Committee will evaluate and score all remaining proposals based on the Evaluation Criteria prescribed below. The highest rated candidates will be selected for an interview at NYCERS.

The proposed candidates must be eligible to work in the USA for the entire time of the contract.

Candidates selected by the panel must attend an approximately one (1) hour interview on site at NYCERS' Brooklyn, NY office within five (5) business days of notification. During the interview, candidates will be asked to explain in detail how their experiences meet NYCERS' skill requirements set forth in Section A. The panel will score the candidates based on the interviews and make a recommendation for final selection. To assess the Candidate's English writing proficiency, the Candidate may be required to perform a writing exercise as part of the interview. **Telephone and Skype interviews will not be permitted.** NYCERS will not be responsible for any travel costs in connection with the interview. NYCERS may elect to disqualify a Candidate that is not available for interview within five (5) days of interview notice. In addition, a Candidate will be disqualified if the proposed Candidate fails to appear for a scheduled interview. Disqualification of a Candidate proposed by a Vendor does not automatically disqualify the second Candidate proposed by the same Vendor.

Discussions may be conducted with Vendors submitting acceptable proposals and the panel may request a Best and Final Offer. However, NYCERS reserves the right to award the contract on the basis of the initial proposals received, without discussions. Therefore, the initial proposal should contain its best terms.

2. Evaluation Criteria

The proposal must include a Candidate Proposal submission and a Cost Proposal submission. The Cost Proposals will be opened and evaluated after the highest rated Candidates have been interviewed by the Committee. The criteria and weight assignments are as follows:

Criteria	Weight
Demonstrated quantity and quality of successful relevant experience.	<u>25%</u>

Strength of methodology/process when assigned a project.	<u>20%</u>
Experience with required software.	15%
Communication and interpersonal skills with executives, technical and non-technical staff.	20%
Cost	<u>20%</u>

The Candidate's skills will be scored using this five (5) point rating scale:

Rating	Points
Unacceptable	0
Fails to Meet Standards	1
Meets Standards	2
Exceeds Standards	3
Exceptional	4

3. Basis of Award

A contract will be awarded to the responsive and responsible proposer whose proposal is determined to be the most advantageous to NYCERS and the City of New York, taking into consideration the price and such other factors or criteria that are set forth in this RFP.

NYCERS reserves the right to evaluate and/or reject all bids, in whole or in part, and to waive or modify technicalities, irregularities, and omissions, or solicit new proposals if, in NYCERS' judgment, the best interest of NYCERS will be served. Following bidding selection and prior to signing a contract, NYCERS reserves the right to further negotiate cost or other specifics. In the event any proposer is not available to report for his/her assignment, NYCERS reserves the right, at its sole discretion, to evaluate a replacement candidate from the selected proposer or seek the services from the proposer with the next highest Final Composite Score.

Vendors are notified that the prices stated in their proposals are irrevocable until the contract is awarded, unless the proposal is withdrawn, and that offers may be withdrawn only after the expiration of 90 days from opening and only in writing received by NYCERS in advance of the award. If applicable, NYCERS may request a cost breakdown of the proposed price.

E. IRAN DIVESTMENT ACT COMPLIANCE RIDER FOR NEW YORK CITY CONTRACTORS

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law ("SFL") §165-a and General Municipal Law ("GML") §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the City, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

(a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

(b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder's certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The City of New York may award a bid to a bidder who cannot make the certification on a case by case basis if:

(1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or

(2) The City makes a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

F. DOING BUSINESS DATA FORM NOTICE

1. Notice

Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City is required to establish a computerized database containing the names of any "person" that has "business dealings with the city" as such terms are defined in the Local Law. In order for the City to obtain necessary information to establish the required database, vendors responding to this solicitation are required to complete the attached Doing Business Data Form ("Data Form") and return it with this proposal. (If the responding vendor is a

proposed joint venture, the entities that comprise the proposed joint venture must each complete a Data Form.) If the City determines that a vendor has failed to submit a Data Form or has submitted a Data Form that is not complete, the vendor will be notified by NYCERS and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form to NYCERS. Failure to do so will result in a determination that the proposal is nonresponsive. Receipt of notification is defined as the day notice is e-mailed or faxed (if the vendor has provided an e-mail address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.

2. The Data Form

If you have already completed a Data Form (Attachment H), please submit it as a “No Change,” which you will find under *Section 1. Entity Information*. You only need to provide your Entity Name and EIN Number on the first page of the form and skip to the bottom of the 4th page and complete the certification box. If any of your information has changed you will need to complete the form as a “Change” under *Section 1. Entity Information* and update the sections that have changed. If you are unsure whether you have already completed the Data Form or when you last completed the Form, please call the Mayor’s Office of Contracts at (212) 788-8104 or you may send an email with your inquiry to doingbusiness@cityhall.nyc.gov.

G. “Appendix A” GENERAL PROVISIONS GOVERNING CONTRACTS FOR CONSULTANTS, PROFESSIONAL, TECHNICAL, HUMAN and CLIENT SERVICES

NOTICE TO PROPOSERS

The City of New York has issued a new Appendix A, General Provisions Governing Contracts for Consultants, Professional, Technical, Human And Client Services.

The new Appendix A, which is incorporated in this Request for Proposals, is different from the 2011 version previously used by the City. Some of the significant changes are listed below. This notice is only a partial listing. Please refer to Appendix A itself for a full understanding of the changes and the actual text of the changes that were made. The text of the revised Appendix A is the controlling document if there are any discrepancies between this notice and Appendix A.

- Section 2.01 has been revised to track the requirements of the New York State Lobbying Law.
- Section 3.02 has been revised (in all versions except the discretionary fund version) to provide automatic approval for all subcontracts that do not exceed \$20,000, to include the substance of the Subcontractor PIP Rider, and to further describe existing requirements.

- Sections 4.01 and 4.02, which concern the independent nature of the contractor and its employees and subcontractors, have been revised.
- Section 4.04 has been revised to include the substance of the Living Wage Rider.
- Section 4.05, which concerns unlawful discrimination, has been updated to reflect changes in law since 2011.
- A new Section 4.06 includes the substance of the Paid Sick Leave Law Rider.
- A new Section 4.07 includes the substance of the Whistleblower Expansion Act Rider.
- Section 5.03, which concerns inspections of the contractor, has been revised to address circumstances where the observation of the contractor’s services would constitute a violation of law or an ethical obligation.
- Section 5.08(A), which concerns confidentiality, has been revised to address the contractor’s duty to maintain confidentiality when a disclosure demand has been made.
- Article 7, Insurance, has been revised in form and substance as follows:
 - Section 7.02: The requirements concerning the maintenance of and submission of proof of workers’ compensation, disability benefits, and employer’s liability insurance have been separated from other insurance requirements.
 - Section 7.03: The requirements for other insurance have changed as follows. (1) A new Schedule A specifies minimum limits of insurance. (2) For commercial general liability insurance, Schedule A now specifies limits for “personal and advertising injury” coverage and “products/completed operations” coverage. (3) Schedule A provides an option for crime insurance, cyber liability insurance, and other coverages.
 - Section 7.04 has been revised to clarify that contractors’ self-insured retentions exceeding \$10,000 must be approved by the contracting agency.
- A new Section 10.07 has been added to address liquidated damages. A line in Schedule A specifies liquidated damages applicable to the Agreement, if any.
- A new Section 13.04 has been added to reflect prohibitions on discrimination and a Mayor’s Executive Order limiting inquiries about immigration status.
- Section 14.04 directs the agency and contractor to list their addresses and email address for notices in Schedule A.

Appendix A (Legal Services) January 2018 Final

Please see link below for details

https://www.nycers.org/sites/main/files/misc/appendix_a_legal_services_2018_final_-_legal_8015817.pdf

H. NYCERS Sample Agreement For IT Consulting Service

[IT PROFESSIONAL] CONTRACT

BETWEEN

NEW YORK CITY EMPLOYEES' RETIREMENT SYSTEM

AND

[CONTRACTOR]

THIS AGREEMENT (“Agreement”), dated _____, 2017, is made between the New York City Employees’ Retirement System (“NYCERS”), with offices located at 335 Adams Street, Brooklyn, New York 11201, and [Contractor Legal Name] (hereinafter “Contractor”), with offices located at [Contractor address].

WITNESSETH:

WHEREAS, NYCERS has determined there is a need for the information technology services described in Article 4.2 of this Agreement (“IT Consultant Services”) from a (Position/Title) (the “IT Consultant”); and

WHEREAS, NYCERS has the authority to enter into this Agreement to purchase the IT Consultant Services in accordance with New York City Procurement Policy Board Rules (“PPB Rules”) and the terms and conditions set forth herein; and

WHEREAS, in accordance with the PPB Rules, NYCERS solicited proposals and selected the Contractor through a Request for Proposal (“RFP”) process; and

WHEREAS, NYCERS determined that the Contractor was the most responsible proposer whose proposal is the most advantageous to NYCERS and the City of New York, accounting for price and other factors or criteria as set forth in the RFP; and

WHEREAS, in consideration of the mutual stipulations and covenants contained herein, the Contractor agrees to provide the IT Consultant Services described in this Agreement and NYCERS agrees to accept such IT Consultant Services, at the prices stated herein, and in accordance with the terms and conditions set forth below;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I. TERM; MODIFICATION OF AGREEMENT; EMPLOYMENT LIMITATION

- 1.1 This Agreement shall commence on [date] and terminate on [date], unless terminated earlier pursuant to Article 10 of Appendix A, General Provisions Governing Contracts for Consultants, Professional, Technical, Human and Client Services (“Appendix A”).
- 1.2 NYCERS shall have two (2) options to renew this Agreement for a period of up to one (1) year each at the termination of the Agreement. Notice to exercise NYCERS’ right to renew must be made in writing thirty (30) days prior to the termination date of this Agreement. The price for all renewals shall not exceed a 2.5% increase over the contract price. All renewals shall be subject to the same terms as the current Agreement.
- 1.3 NYCERS may terminate this Agreement in accordance with Article 10 of Appendix.
- 1.4 This Agreement may be modified in accordance with Article 9 of Appendix A, including amendments for an increase in cost attributed to hours worked by the IT Consultant in excess of 40 hours per week that are deemed necessary by NYCERS.

- 1.5 NYCERS reserves the right to hire the IT Consultant as an employee, at no additional cost, after a period of at least six (6) months from commencement of this Agreement.

ARTICLE II. PAYMENT

- 2.1 For the services set forth in the Agreement, in accordance with the Contractor's cost proposal, NYCERS shall pay the Contractor an hourly rate of **[\$hourly rate] per hour** based on a 40-hour week, not to exceed **[\$yearly rate] per year** during the initial term, for the IT Consultant Services set forth in Article IV of this Agreement. Following the contract period ending on **[date]**, NYCERS shall pay Contractor an amount not exceeding **[\$ongoing yearly rate]** annually.
- 2.2 NYCERS shall pay the Contractor in accordance with the Prompt Payment provisions of the PPB Rules based on the weekly timesheets submitted by the IT Consultant.
- 2.3 Contractor agrees to accept electronic payments under this Agreement in accordance with Section 11.02 of Appendix A.

ARTICLE III. CONFLICTS

- 3.1 During the term of the Agreement, conflicts between the various documents shall be resolved in the following order of precedence, such documents constituting the entire Agreement between the parties:
- This document
 - Exhibit 1: Appendix A, General Provisions Governing Contracts for Consultants, Professional, Technical, Human and Client Services
 - Exhibit 2: Iran Divestment Act Compliance Rider
 - Exhibit 3: IT Consultant Nondisclosure Agreement
 - Exhibit 4: RFP
 - Exhibit 5: Contractor's Proposal
- 3.2 As used in Appendix A, the term "City" shall mean NYCERS or the City or both, depending on context, and the terms "Department" or "Agency" shall mean NYCERS.

ARTICLE IV. DELIVERABLES AND SERVICES

- 4.1 Contractor shall provide the services of the IT Consultant identified in Exhibit 5.
- 4.2 The IT Consultant will work with the NYCERS Information Technology (IT) Division. [Brief description of services.] Specific duties, skills, and deliverables of the IT Consultant are set forth in Section A of the RFP (Exhibit 5).

- 4.3 In the event that [IT Consultant name] becomes unaffiliated with Contractor before the termination of this Agreement, Contractor shall propose a replacement [position that contract is for] within fifteen (15) days of [IT Consultant name]'s cessation of work for NYCERS, and any replacement shall be subject to NYCERS' approval.

ARTICLE V. COMPLIANCE WITH LOCAL LAWS

- 5.1 Pursuant to Local Law 34 of 2007, Contractor shall complete the Doing Business Data Form attached hereto as Attachment A and return it to NYCERS within 10 days of execution of this Agreement if Contractor is not currently included in the New York City Doing Business Database.
- 5.2. In accordance with Local Laws 30 and 33 of 2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, respectively,
- 5.2.1. Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Agreement to (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.
- 5.2.2. If any of Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of Article 5.2.1 of this Agreement, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.
- 5.2.3 Contractor shall post a notice provided by the City (Attachment B) in a prominent and accessible place on any site where work pursuant to the Agreement is performed that contains information about:
- 5.2.3.1 How its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Agreement; and
- 5.2.3.2 The rights and remedies afforded to its employees under New York City Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection

with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Agreement.

5.2.4 For the purposes of this Article, “adverse personnel action” includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

5.2.5 This Article is applicable to all of Contractor’s subcontractors having subcontracts with a value in excess of \$100,000; accordingly, Contractor shall include this rider in all subcontracts with a value a value in excess of \$100,000.

5.3 Article 5.2 is not applicable to this Agreement if it is valued at \$100,000 or less. Articles 5.2.1, 5.2.2, 5.2.4, and 5.2.5 are not applicable to this Agreement if it was solicited pursuant to a finding of an emergency.

ARTICLE VI. INSURANCE

6.1 Contractor shall ensure continuous insurance coverage in the manner, form, and limits required by Article 7 of Appendix A throughout the term of the Agreement. Where the word “City” appears in Article 7 of Appendix A, it shall be replaced by the phrase “City and NYCERS.” Where the phrase “City, including its officials and employees” or the phrase “City, together with its officials and employees” appears in Article 7 of Appendix A, it shall be replaced by the phrase “the City and NYCERS, including their respective officials, trustees, and employees.”

ARTICLE VII. INDEMNIFICATION

7.1 Sections 7.03, 7.04, and 7.05 of Appendix A are replaced as follows:

7.03 Indemnification

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless NYCERS and the City, including their respective officials, trustees, and employees, against any and all claims (even if the allegations of the claim are without merit), judgments for damages on account of any injuries or death to any person or damage to any property, and costs and expenses to which NYCERS, the City, or their respective officials, trustees or employees, may be subject to or which they may suffer or incur allegedly arising out of any of the operations of the Contractor and/or its subcontractors under this Agreement to the extent resulting from any negligent act of commission or omission, any intentional tortious act, and/or the failure to comply with law or any of the requirements of this Agreement. Insofar as the facts or law relating to any of the foregoing would preclude NYCERS, the City, or their respective

officials, trustees or employees from being completely indemnified by the Contractor, NYCERS, the City, and their respective officials, trustees, and employees shall be partially indemnified by the Contractor to the fullest extent permitted by law.

7.04 Infringement Indemnification

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless NYCERS and the City, including their respective officials, trustees, and employees, against any and all claims (even if the allegations of the claim are without merit), judgments for damages, and costs and expenses to which NYCERS, the City, or their respective officials, trustees, or employees, may be subject to or which they may suffer or incur allegedly arising out of any infringement, violation, or unauthorized use of any copyright, trade secret, trademark or patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, contractors, or subcontractors in the performance of this Agreement. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless NYCERS, the City, and their respective officials, trustees, and employees regardless of whether or not the alleged infringement, violation, or unauthorized use arises out of compliance with the Agreement's scope of services/scope of work. Insofar as the facts or law relating to any of the foregoing would preclude NYCERS, the City, and their respective officials, trustees, and employees from being completely indemnified by the Contractor, NYCERS, the City, and their respective officials, trustees, and employees shall be partially indemnified by the Contractor to the fullest extent permitted by law.

7.05 Indemnification Obligations Not Limited By Insurance Obligation

The Contractor's obligation to indemnify, defend, and hold harmless NYCERS, the City, and their respective officials, trustees, and employees shall neither be (i) limited in any way by the Contractor's obligations to obtain and maintain insurance under this Agreement, nor (ii) adversely affected by any failure on the part of NYCERS, the City, or their respective officials, trustees or employees to avail themselves of the benefits of such insurance.

ARTICLE VIII. CONFIDENTIALITY

8.1 The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to, or prepared, assembled or used by, the Contractor under this Agreement ("Confidential Information"). The Contractor agrees that Confidential Information shall not be made available to any person or entity including but not limited to any agencies or employees of the City of New York without the prior written approval of NYCERS. The Contractor agrees to maintain the confidentiality of Confidential Information by using a reasonable

degree of care, and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. In the event that the Confidential Information contains social security numbers or other Personal Identifying Information, as such term is defined in Paragraph B of Section 5.08 of Appendix A, the Contractor shall utilize best practice methods (e.g., encryption of electronic records) to protect the confidentiality of such Confidential Information. The obligation under this Article VIII to hold Confidential Information confidential shall not apply where NYCERS would be required to disclose Confidential Information pursuant to the State Freedom of Information Law (“FOIL”), provided that the Contractor provides advance notice to NYCERS, in writing or by e-mail, that it intends to disclose such Confidential Information and NYCERS does not inform the Contractor, in writing or by e-mail, that such Confidential Information is not subject to disclosure under FOIL.

- 8.2. The Contractor shall restrict access to Confidential Information to persons who have a legitimate work-related purpose to access such information. The Contractor agrees that it will instruct its officers, employees, and agents to maintain the confidentiality of any and all Confidential Information.
- 8.3. At the request of NYCERS, the Contractor shall return to NYCERS any and all Confidential Information in the possession of the Contractor or its subcontractors. If the Contractor or its subcontractors are legally required to retain any Confidential Information, the Contractor shall notify NYCERS in writing and set forth the Confidential Information that it intends to retain and the reasons why it is legally required to retain such Confidential Information. The Contractor shall confer with NYCERS, in good faith, regarding any issues that arise from the Contractor retaining such Confidential Information. If NYCERS does not request such Confidential Information, or the law does not require otherwise, such information shall be maintained in accordance with the requirements set forth in Section 5.02 of Appendix A.
- 8.4. For the avoidance of doubt, the Contractor shall abide by all confidentiality provisions set forth in Appendix A.
- 8.5. The Contractor shall abide by all confidentiality provisions set forth in the IT Consultant Nondisclosure Agreement, which is attached hereto as Exhibit 4.
- 8.6. A breach of this Article VIII shall constitute a material breach of this Agreement for which NYCERS may terminate this Agreement pursuant to Article 10 of Appendix A. NYCERS reserves any and all other rights and remedies in the event of unauthorized disclosure.
- 8.7. For purposes of this Article VIII and Section 5.08 in Appendix A, the term Contractor shall include the IT Consultant.

ARTICLE IX. NOTICES

- 9.1 Notices shall be provided in accordance with Section 14.04 of Appendix A, as follows:

If to NYCERS, to Michael Curran, Interim IT Director, NYCERS, 335 Adams Street, Brooklyn, New York 11201. Telephone: 347-643-3529.

If to Contractor, to [\[Contact Info\]](#)

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates appearing by their respective signatures.

Corporate Contractor
Affix Corporate Seal:

[Contractor Name]

BY: _____

TITLE: _____

FED. EMPLOYER I.D. NO. OR SOC. SEC. NO.

DATE: _____

NEW YORK CITY EMPLOYEES' RETIREMENT SYSTEM

BY: _____

TITLE: Executive Director _____

DATE: _____

Approved as to Form
Certified as to Legal Authority

Acting Corporation Counsel

STATE OF NEW YORK)

:ss:

COUNTY OF NEW YORK)

On this _____ day of _____, 2018, before me personally came Melanie Whinnery known to me to be the Executive Director of New York City Employees' Retirement System, the person described in and who is duly authorized to execute the foregoing instrument on behalf of the Commissioner, and s/he acknowledged to me that she executed the same for the purpose therein mentioned.

NOTARY PUBLIC

STATE OF NEW YORK)

ss:

COUNTY OF NEW YORK)

On this _____ day of _____, 2018, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that s/he resides at _____, that s/he is the _____ of _____, the corporation described in and which executed the above instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation ; and that s/he signed her/his name thereto by like order.

NOTARY PUBLIC

I. **PROPOSAL RESPONSE REQUIREMENTS**

1. Your proposal must be submitted in one (1) email with two (2) separate attachments. The attachments must clearly marked “Candidate Proposal” and “Cost Proposal.” The content for each attachment is listed below:

Attachment #1 Candidate Proposal must contain the following:

- Attachment A - Vendor Information Form
- **Resumes** for up to two (2) candidates (only the first 2 candidates will be considered)
- Attachment C - Reference Form (see section C.8)
- Attachment D - Vendor Acknowledgment of New York State Freedom of Information Law
- Attachment E - Acknowledgment of Addenda
- Attachment F - Iran Divestment Act Compliance Rider and Bidder’s Certification
- Attachment G - Doing Business Data Form Completed
- Attachment H – Tax Affirmation and Certification by Insurance Broker or Agent & COI (see section C.9)

Attachment #2 Cost Proposal must contain the following:

- **Attachment B – Name and Cost Proposal for each candidate**
2. Your Proposal response must be emailed to Cheryl Greenidge at rfp@nycers.org and include the **Proposal Reference ID RFP #1032019-Java** in the email subject line.
 3. Proposals submitted after the deadline shall not be accepted by the Agency, except as provided under New York City’s Procurement Policy Board Rules. A proposal that is submitted in a timely manner but fails to follow the above instructions **MAY RESULT IN DISQUALIFICATION.**



RFP Reference ID#:

1032018-Java

RFP Release Date:

11/14/2018

ATTACHMENT A:

VENDOR INFORMATION FORM

Instructions: You may submit all candidates' names on this form.

Vendor's Name: _____

Vendor's Designated Contact: _____

Vendor's Address: _____

Vendor's Telephone: _____

Vendor's Email: _____

Vendor's Fax: _____

1. Candidate's Name: _____

2. Candidate's Name: _____

Signature of Vendor: _____

Date: _____



RFP Reference ID#: 1032019-Java

RFP Release Date: 11/14/2018

ATTACHMENT B:

COST PROPOSAL FORM

Instructions: Please submit a Separate Cost Proposal Form for each candidate. The Cost Proposals for the highest scoring candidates will be reviewed after the interview process.

Vendor Name: _____

Address: _____

Phone Number: _____

Email Address: _____

Candidate Name	Hourly Rate	Hours per Week
	\$	40

Signature of Vendor: _____

Date: _____



RFP Reference ID#:

1032019-Java

RFP Release Date:

11/14/2018

ATTACHMENT C:

REFERENCE FORM

Instructions: *Please see section C.8 of this RFP*

Candidate's Name: _____

1. Name of Reference Company:
Relationship to Reference:
Reference Name and Title:
Reference Phone Number and Email Address:

2. Name of Reference Company:
Relationship to Reference:
Reference Name and Title:
Reference Phone Number and Email Address:



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ATTACHMENT D:

**VENDOR'S ACKNOWLEDGMENT OF THE NEW YORK STATE
FREEDOM OF INFORMATION LAW**

To complete this form, please:

Section I- check either Claim A or Claim B.

Section II- complete this Section only if Claim B is checked.

Section III- sign and date this form.

.....
Section I: Check one of the following:

Claim A The Vendor acknowledges that there are NO Trade Secrets contained in the proposal being submitted.

Claim B The Vendor acknowledges that there ARE Trade Secrets contained in the proposal being submitted.

.....
Section II (Use as much space for this section as needed. Separate page accepted)

Cite the specific portion(s) of the proposal for which an exemption is being requested.

Provide explicit justification for the exemption request

.....
Section III

Company Name: _____ **Date:** _____

Authorized Signature: _____ **Title:** _____

All such materials so indicated shall be reviewed by NYCERS and any decision not to honor a request for confidentiality shall be communicated in writing to the vendor. For those proposals which are unsuccessful, all such confidential materials shall be returned to the vendor. Prices, makes and model or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available after proposal opening regardless of any designation of confidentiality made by the vendor.



RFP Reference ID#:

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**ATTACHMENT E:
ACKNOWLEDGMENT OF ADDENDA**

The proposer is to complete either Part I or Part II of this form, whichever is applicable, and include the signed and dated form with their Proposal submission. This form serves as the Proposer's acknowledgment of the receipt of the Addenda to this Request for Proposals which may have been issued by NYCERS prior to the Proposal Due Date and Time.

Part I: Check here if applicable: ___

Listed below are the dates of issue for each Addendum received concerning this Request for Proposals:

Addendum #1, dated: ___/___/___

Addendum #2, dated: ___/___/___

Addendum #3, dated: ___/___/___

Addendum #4, dated: ___/___/___

Addendum #5, dated: ___/___/___

Part II: Check here if applicable: ___

No Addendum was received in connection with this Request for Proposals.

Proposer's Company Name: _____

Proposer's Authorized Named Representative: _____

Address: _____

Title: _____

Signature: _____

Date: _____



RFP Reference ID#:

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ATTACHMENT F:

BIDDER'S CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

Pursuant to General Municipal Law §103-g, which generally prohibits the City from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One] **BIDDER'S CERTIFICATION**

- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: _____,(state of _____)
_____, 20__

SIGNATURE

PRINTED NAME

TITLE

Sworn to before me this
_____ day of _____, 20__

Notary Public and Date



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ATTACHMENT G: Doing Business Data Form

Please reference the below link for Attachment G:

https://www.nycers.org/sites/main/files/misc/doing_business_data_form_standard_2018.pdf

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ATTACHMENT H:

AFFIRMATION

The undersigned proposer or bidder affirms and declares that said proposer or bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the proposer or bidder to receive public contract except

_____.
 Full name of Proposer or Bidder *[below]*

Address _____

City _____ State _____ Zip Code _____

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

- A - Individual or Sole Proprietorships
 SOCIAL SECURITY NUMBER _____
- B - Partnership, Joint Venture or other unincorporated organization
 EMPLOYER IDENTIFICATION NUMBER _____
- C - Corporation
 EMPLOYER IDENTIFICATION NUMBER _____

By _____
 Signature

Title

If a corporation place seal here
 Must be signed by an officer or duly authorized representative.

- Under the Federal Privacy Act, the furnishing of Social Security numbers by Bidders or Vendors on City contracts is voluntary. Failure to provide a Social Security number will not result in a Bidder's/Proposer's disqualification. Social Security numbers will be used to identify Bidders, Proposers or Vendors to ensure their compliance with laws, to assist the City in enforcement of laws, as well as to provide the City a means of identifying businesses seeking City contracts.

RFP Reference ID #

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ATTACHMENT H:

CERTIFICATES OF INSURANCE

Instructions to New York City Agencies, Departments, and Offices

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

The Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

Copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

CITY OF NEW YORK
CERTIFICATION BY INSURANCE BROKER OR AGENT

The undersigned insurance broker or agent represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

[Name of broker or agent (typewritten)]

[Address of broker or agent (typewritten)]

[Email address of broker or agent (typewritten)]

[Phone number/Fax number of broker or agent (typewritten)]

[Signature of authorized official, broker, or agent]

[Name and title of authorized official, broker, or agent (typewritten)]

State of)

) ss.: County of

Sworn to before me this _____ day of _____ 20__

NOTARY PUBLIC FOR THE STATE OF _____