

NEW YORK STATE
OFFICE OF GENERAL SERVICES (OGS)

CONTRACTUAL COMPUTER-RELATED PERSONAL SERVICES
CONTINUOUS RECRUITMENT (CR)

Policy & Procedures Manual
Guidelines for Contractors

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COMMONLY USED ABBREVIATIONS

The following alphabetical listing provides those terms and their abbreviations that are found frequently throughout this *P&P Manual* or are frequently used in the "world" of these contracts and the procurements initiated by the users of these contracts.

<u>ABBREVIATIONS</u>	<u>TERMS</u>
CBT	Computer Based Training
CR	Continuous Recruitment
DP	Discretionary Purchase
EL	Entry Level (Mandatory Job Title)
FT	Fast Track Procurement
IT Services	Information Technology Services (abbreviated name for the Computer Consulting, Systems Integration, and Training Back-Drop Contracts)
IWBT	Interactive Web Based Training
MASA	Multiple Award Standby Agreements
MF	Mainframe
MR	Mid-Range
NYS	New York State
OGS	Office of General Services
OnGS	On-Going Services, Maintenance & Support
OSC	Office of the State Comptroller
P&P Manual	Contractual Computer-Related Personal Services Policy and Procedures Manual
PC	Personal Computer
PD	Project Definition/Specifications
PL	Procurement Lobbying
PO	Purchase Order
PSG	Procurement Services Group
RFP	Request for Proposals
RTS	Request for Training Services
SI	Systems Integration
Ts&Cs	Terms and Conditions
VBT	Video Based Training
WBT	Web Based Training

Introduction

The purpose of this *Contractor Policy and Procedures Manual* is to provide guidelines on the mini-bid process for Contractors awarded Back-Drop Contracts for *IT Services* (Computer Consulting, Systems Integration, Training, On-Going Services, Maintenance & Support). A copy of this *P&P Manual* is available on the OGS web site at:

www.ogs.state.ny.us/purchase/snt/awardnotes/73012S960275can.htm. ----> *Contractor Policy and Procedures Manual*

Any projects or related work initiated under the Back-Drop contracts must adhere to a method of procurement referred to as the *mini-bid process*. Selection of a Contractor(s) is based on **BEST VALUE**: The bid(s) that meet all the technical and non-technical mandatory requirements which "optimizes quality, cost, and efficiency among the responsible and responsive bidders" shall be selected for award (NYS State Finance Law, Article 11, Section 163).

Note: If a project's cost is estimated at **less than \$50,000.00**, an Authorized User should:

- Get written quotes (i.e., faxed bids) from any three "responsible vendors" (they do not have to be on State contract);
- Select the "best value" bidder and
- Prepare a purchase order (PO) for the services. **Do not do a mini-bid**. Even if the contractor of choice has a State contract, do **not** refer to that contract number on the PO.

Sole Source or *Single Source* procurement of a Back-Drop contractor may be considered as an option when there is ample justification to support this method of procurement and the New York State Office of the State Comptroller (OSC) pre-approves the request. When a State agency opts to go in this direction, the agency creates its "own" contract with the Contractor separate and apart from the back-drop contract the firm has with OGS.

Continuous Recruitment

Under the process known as *Continuous Recruitment* (CR), new vendors can qualify for Back-Drop Contracts until June 30, 2010, six (6) months prior to the termination of these Back-Drop Contracts. Under the same process, contracted vendors can amend their contracts throughout the contract term to add Types of Services and Categories of Expertise, which were not added previously. (Refer to Attachment A: *Continuous Recruitment*). The Amendment Packet can be found on the OGS PSG web site at:

<http://www.ogs.state.ny.us/purchase/snt/awardnotes/73012S960275can.htm>→*Contractor Amendment Packet*

Back-Drop Contracts

The intent of the Back-Drop Contracts for IT Services is to provide personnel support services related to the computer systems of OGS Authorized Users. All Back-Drop Contract holders are required to comply with the General Terms and Conditions set forth in RFP# S960275-E.1, Section D: Back-Drop Contract: General Terms and Conditions (Ts&Cs). These Ts&Cs can be found in their entirety on the OGS PSG web site at:

<http://www.ogs.state.ny.us/purchase/snt/awardnotes/73012S960275can.htm>→*Contract Terms and Conditions*

In addition to the Types of Services and Categories of Expertise, each Back-Drop Contract includes not-to-exceed pricing (INclusive of travel, meals, lodging expenses). Contractors are given the opportunity to request price increases prior to January 1 of each new contract year in accordance with the Ts&Cs, Section III.3.6 Price Increases of the Back-Drop Contract (Refer to RFP# S960275-E.1)

SECTION 73 OF THE PUBLIC OFFICERS LAW:

Constraints relative to State employees doing business with the State as follows

- No State employee shall sell any goods or services having a value in excess of twenty-five (\$25.00) dollars to any state agency unless such goods and services are provided pursuant to an award or contract let after public notice (Contract Reporter) and competitive bidding.
- Where the competitive bidding process is not followed to meet an agency's need for goods & services, action should be taken during the procurement to determine whether the seller is a State employee.
- If it is determined that the seller is a State employee, the procurement should be cancelled or suspended. The recommended resolution in most instances is to seek to make the purchase from an alternative source, avoiding the appearance of either a conflict of interest or favoritism to the State employee.

Types of Services

The list of Services available under the back-drop Contract for IT Services are as follows:

- **Consulting Services** encompasses analysis, design, programming, implementation, etc.
- **Systems Integration Services** encompasses Consulting Services & Contractor will be responsible for the purchase of product & its installation and integration for a total solution **Note:** For SI Projects where the Contractor is being asked to procure and install product, the following will have to be taken into consideration by the Contractor regarding **Mercury-Added Consumer Products:**

Effective January 1, 2005, Article 27, Title 21 of the Environmental Conservation Law bans the sale of fever thermometers containing mercury and the sale of elemental mercury for other than research purposes due to the hazardous waste concerns of mercury. The law further states that effective July 12, 2005, manufacturers are required to label mercury-added consumer products that are sold or offered for sale in New York State by a distributor or retailer. The label is intended to inform consumers of the presence of mercury in such products and of the proper disposal or recycling of mercury-added consumer products. Bidders are encouraged to contact the Department of Environmental Conservation, Bureau of Solid Waste, Reduction & Recycling at (518) 402-8705 or the Bureau of Hazardous Waste Regulation at 1-800-462-6553 for questions relating to the law. Bidders may also visit the Department's web site for additional information: <http://www.dec.state.ny.us/website/dshm/redrecy/c145home.html>

- **Training Services:**

- ✓ Live (Instructor Led) Training
- ✓ Computer Based Training (CBT)
- ✓ Video Based Training (VBT)
- ✓ Web Based Training (WBT)
- ✓ Interactive Web Based Training (IWBT)

Note: **Licensing of Training Facilities** The NYS Education Department (NYSED) **Bureau of Proprietary School Supervision** (BPSS), under Article 101 of the Education Law, has as a goal the licensing of all computer training facilities. A complete and current list of licensed schools is easily accessible on the NYS Education web site at www.highered.nysed.gov/bpss. Authorized users requests for training services under these back-drop contracts may include as a mandatory requirement that a facility be licensed by the NYSED.

- **On-Going Services, Maintenance & Support** encompasses support of applications, systems, etc. as well as Equipment Maintenance of Mainframes/Servers, MidRanges, PCs, Printers.

The complete definition of each Type of Service bulleted above can be found in the RFP#S960275-E.1 Terms and Conditions as well as from the OGS **IT Services** web page:

<http://www.ogs.state.ny.us/purchase/snt/awardnotes/73012S960275can.htm>

Then click on "Contractor Pricing & Mailing List" → "All Other Categories" → "Glossary of Terms" (next to Type of Services Heading):

NYeNet Intranet Accessibility - The Nye Net is an electronic communications network designed to reach all the major areas within New York State with fiber optic cables running from New York City to Albany, from Albany west to Buffalo and north to Plattsburgh near the Canadian border. Along this "digital backbone" of fiber optic cables, with network access points across the state, information can flow to and from virtually all areas of the state. Contractor may be asked to provide training across this network. Details would be provided at the project level.

Categories of Expertise

The Categories of Expertise supported by the Back-Drop Contracts for IT Services (Refer to Attachment C: Declaration of Expertise Matrix for the relationship between the Services & Categories). The State reserves the right at any time to revise or expand the categories set forth below in response to changes in technology needs.

The list of categories are provided below and a complete definition of each of the categories can be found in the RFP#S960275-E.1 Terms and Conditions as well as from the OGS *IT Services* web page:

<http://www.ogs.state.ny.us/purchase/snt/awardnotes/73012S960275can.htm>

Then click on "Contractor Pricing & Mailing List" → "All Other Categories" → "Glossary of Terms" (next to Categories of Expertise Heading):

CATEGORIES OF EXPERTISE

Platform-Specific

APPLICATIONS DEVELOPMENT - Mainframe (MF), Mid-Range (MR), PC
SYSTEMS MANAGEMENT - Mainframe (MF), Mid-Range (MR), PC

Non-Platform Specific

BUSINESS PROCESS ANALYSIS (BPA) and RE-ENGINEERING (BPR)
COMPUTER-AIDED DESIGN & DRAFTING (CADD)
DATA CONVERSION
DESK TOP ASSET MANAGEMENT
ELECTRONIC COMMERCE (EC) and ELECTRONIC DATA INTERCHANGE (EDI)
ELECTRONIC OUTPUT MANAGEMENT
HELP DESK SERVICES
IMAGING SERVICES
INFORMATION SECURITY
INTERACTIVE VOICE RESPONSE (IVR) APPLICATION DEVELOPMENT SERVICES
INTERACTIVE VOICE RESPONSE (IVR) HOSTING SERVICES
INTERNET/INTRANET APPLICATION SERVICES
IT MANAGEMENT & PLANNING
LOCAL AREA NETWORK SERVICES (LANs WANs)
POINT-of-SALES (POS)
TECHNOLOGY PROCUREMENT (MARKETWATCHING)
TELECOMMUNICATIONS SERVICES
WEBCASTING SERVICES
WEB HOSTING SERVICES
WORKFLOW MANAGEMENT SERVICES
YEAR 2000 SERVICES
EQUIPMENT MAINTENANCE:
 ✓ Mainframe
 ✓ Mid-range
 ✓ PC
 ✓ Printers

Preferred Sources

All bidders should note that certain legally established preferred source suppliers, such as Correctional Industries (Corcraft), Industries for the Blind of NYS, and NYS Industries for the Disabled have expressed an interest in supplying products/services covered by this solicitation. Therefore, one or more of these suppliers may be designated as a "Preferred Source" and as a result, we may issue no award for the products/services affected. (In accordance with Section 162 of the State Finance Law requires that agencies afford first priority to the products/services of preferred source suppliers such as Correctional Industries (Corcraft), Industries for the Blind of NYS, and NYS Industries for the Disabled, when such products/services meet the form, function and utility of the agency.

Within these Types of Services are the various Categories of Expertise that fall within two groups: (A) Platform Specific and (B) Non-Platform Specific. For the descriptions and definitions of each Category of Expertise, Refer to Attachment C: *Declaration of Expertise Matrix* and E: *Categories of Expertise Matrix, Definitions & Descriptions* respectively.

A vendor may "pre-qualify" for any or all of these categories under one, two, or three Types of Services. To view other awarded Contractors and the Types of Services and Categories they have on contract, browse the OGS PSG web site:

<http://www.ogs.state.ny.us/purchase/snt/awardnotes/73012S960275can.htm>

"Then click on *List of Pre-Qualified Contractors*"

Authorized User Population

Authorized Users are those entities that have authorization to procure IT Services through the NYS Office of General Services (OGS) Procurement Services Group's (PSG) Back-Drop contracts. When an authorized user solicits bids from the pre-qualified list of back-drop Contractors the authorized user is referred to as an "***Issuing Entity***".

They include NYS Agencies and the following:

- Any officer, board or agency of a political subdivision, or of a district therein (counties, cities, towns, villages, public school districts) -- Section 163 of the NYS State Finance Law and Sections 100 and 104 of the General Municipal Law.
- Volunteer fire companies -- Sections 100 and 104 of the General Municipal Law.
- Boards of Cooperative Educational Services -- Section 100 of the General Municipal Law.
- Institutions for instruction of the deaf and the blind -- Section 163 of the State Finance Law and Section 4201 of the Education Law.
- Non-profit public television corporations -- Section 236 of the Education Law.
- Voluntary ambulance services -- Sections 100 and 104 of the General Municipal Law.
- Non-profit public radio corporations -- Section 236 of the Education Law.
- Any public authority or public benefit corporation of the State -- Section 163 of the State Finance Law.
- Non-public, non-profit elementary and secondary schools -- Section 109-a of the General Municipal Law.
- Certain public associations -- New York State Town Clerks Association, New York State Association of Counties, Association of Towns of the State of New York, New York State Conference of Mayors and other Municipal Officials, New York State School Boards Association, Inc., the New York Planning Federation and Association of Fire Districts of the State of New York -, and the New York State Association of School Business Officials-- Section 109-a of the General Municipal Law.

Authorized Users often require the use of computer Consulting, Systems Integration, computer Training, On-Going Services, Maintenance & Support in order to meet extremely tight deadlines and schedules. The traditional and formal competitive bidding process for the acquisition of resources is protracted and consumes an inordinate amount of state agency personnel assets. To assist these Authorized Users in their services procurement efforts, the OGS Procurement Services Group (PSG) is providing a formal mechanism that will:

- Provide a competitive marketplace for qualified Contractors;
- Provide the "Best Value" for the services procured;
- Streamline the process necessary to provide agencies with a timely implementation of these specific support services.

The Authorized User, with the assistance of OGS PSG when requested, formalizes the project requirements in the form of a document called a *Project Definition/Specifications* (PD) for Consulting, Systems Integration, On-Going Services, Maintenance & Support Projects, or a document called a *Request for Training Services* (RTS) for Training Projects. The Authorized User "issues" the PD or RTS to the list of OGS PSG Back-Drop Contractors whose contracts include any of the personal services identified in the Project Definition/Specifications or Request for Training Services.

Procurement Options Available under the Back-Drop Contracts for IT Services

The following provides a "snapshot view" of the key features for each of the procurement options available under the back-drop contracts for IT Services. These should help you determine which procurement option is the "best fit".

➤ **MINI-BID Project Definition/Request for Training Features**

The following general Guidelines prevail for all Mini-Bid Projects.

1. Covers all of the IT Services (Consulting, Systems Integration, Training, Application Maintenance & Support or Equipment Maintenance)
2. The timeframe does not exceed 5 years in duration (Re: term limitations, please refer to the Chief Information Officer/Office for Technology (CIO/OFT) Plan to Procure Policy located at the following web site: <http://www.oft.state.ny.us/Policy/NYS-P08-001.pdf>).
3. No dollar limit
4. Any payment method can be accommodated, (e.g. Hourly, By Deliverable, Monthly fee, Per Page, etc.)
5. If anticipated to cost more than \$100,000, prior approval from the CIO/OFT is required before solicitation can be sent out
6. The issuing entity is required to send solicitation to ALL contractors within the services and category/ies applicable to the project's requirements.
7. If selected bid is more than \$50,000, prior approval from the Office of the State Comptroller (OSC) is required before work can begin
8. Your procurement is "project" based rather than a need for staff augmentation

➤ **DISCRETIONARY Purchases (revised/increased thresholds took effect 04/12/06)**

The following general Guidelines prevail for all Discretionary Purchases.

1. Covers all of the IT Services (Consulting, Systems Integration, Training, Application Maintenance & Support or Equipment Maintenance)
2. The timeframe does not exceed 5 years in duration (Re: term limitations, please refer to the Chief Information Officer/Office for Technology (CIO/OFT) Plan to Procure Policy located at the following web site: <http://www.oft.state.ny.us/Policy/NYS-P08-001.pdf>).
3. **Capped at \$50,000 or \$100,000** (see below for details and differences)
4. Any payment method can be accommodated, (e.g. Hourly, By Deliverable, Monthly fee, Per Page, etc.)
5. If procurement is for less than **\$50,000**, solicit bids from
 - Any firm within the services and category/ies that satisfy the procurement requirements
 - OSC post audit only
6. If procurement is between **\$50,000 and \$100,000**, solicit bids from
 - A minimum of three Contractors within the services and category/ies that satisfy the procurement requirements

OR

- Buy Direct from any Contractor within the services and category/ies that satisfy the procurement requirements that has been designated as one of the following:
 - ✓ NYS SBE (small business enterprise) or
 - ✓ Certified MBE (minority owned business enterprise) or
 - ✓ Certified WBE (woman owned business enterprise).

- OSC pre-audit (OGS pre-audit from **\$85,000**); State Agencies **\$50,000**)
7. Whether the Issuing Entity elects to Buy Direct or solicits bids from a minimum of three Contractors, it is the responsibility of the Issuing Entity to document for the Procurement Log that the price of the procurement was reasonable and that the purchasing was conducted in a manner consistent with the best interests of the state.
 8. *Discretionary Purchases* may be made every sixty (60) days. If the Issuing Entity finds that it is in need of the same type of Discretionary procurement frequently during the course of the year, it may be time to consider initiating a project mini-bid or an alternative procurement option to address the more robust needs of your entity.

➤ **FAST TRACK Procurement**

The following general Guidelines prevail for all Fast Track Procurements.

1. Consulting Services only
2. Duration of no more than 18 months
3. Based on an HOURLY payment method
4. If anticipated to cost more than \$100,000, prior approval from the CIO/OFT is required before solicitation can be sent out
5. The issuing entity is required to send solicitation to ALL contractors within Consulting services and category/ies applicable to the requirements.
6. If selected bid is more than \$50,000, prior approval from the Office of the State Comptroller (OSC) is required before work can begin

MULTIPLE AWARD STANDBY AGREEMENTS (MASA) EFFECTIVE 9/29/06, this Procurement Option is available to NON-STATE AGENCIES ONLY

There are two "Tiers" associated with MASAs.

Tier One is the multiple award to at least 3 Contractors based on the Project Definition sent to all pre-qualified firms in the category/ies of expertise on which the MASAs will focus.

1. Limited to Consulting, and Instructor Led Training (ILT)
2. Duration of up to 3 years
3. No dollar limit
4. Based on an Hourly payment Per Job Title for Consulting and on a Per Student per Course Length for Instructor Led Training (ILT)
5. Award made to multiple firms in total composite score order (highest → lowest scorers) to be "on retainer" and called upon on an "as needed" basis.
6. Those awarded a MASA are not guaranteed work.

Tier Two are the "assignments" or task orders that are issued during the three (3) year term.

- a) Firms awarded a MASA will have the opportunity to bid on all assignments with Best & Final Pricing. A **BEST VALUE** evaluation is done by the issuing entity based on the resumes, references, etc. and pricing submitted.
- b) If any of the firms can no longer perform during the course of the three (3) years, the issuing entity may:
 - ✓ Continue with the remaining MASA awardees as long as they can satisfy the needs of the agency
 - ✓ Request that the next highest ranked Contractor who had submitted a proposal but was not selected become the replacement MASA. This Contractor goes to the "end of the list" and all other MASA Contractors move up on the list (i.e. - #2 becomes #1; #3 becomes #2, etc.). This replacement option can only be considered up through the **first 12 months** of the MASA term. If beyond this time, cancel the MASA awards and must re-bid the MASA

✓ Cancel all the MASA awards and re-bid for new MASA awards.

➤ **SINGLE/SOLE SOURCE Procurement**

1. The Procurement Stewardship Act (PSA) recognizes that there may be circumstances that arise when it is necessary to enter into contracts for services without a formal competitive process. It also states that these contract arrangements should only be made under unusual circumstances.
2. In the event that these situations arise, you may now establish your single or sole source agreement under the terms and conditions of an OGS contract where the terms and conditions have already been negotiated, provided that a contract is available with the required vendor and the contract includes rates for services.
3. Before the decision is made to enter into a sole or single source contract, you must first seek approval from the Office of the State Comptroller for an exemption to the requirement for advertising in the Economic Opportunities Newsletter.
4. In addition, as in any other request for a sole or single source contract, you must document the basis for the determination that a competitive procurement is not feasible, that the cost is reasonable, and any other factors affecting your procurement decision.
5. Before the contracting arrangement becomes effective, you must obtain OSC approval. **Keep in mind that the maximum rates in the backdrop contracts alone do not satisfy your cost reasonableness justification.**
6. When the single or sole source service being acquired is covered by an OGS product contract that includes a 20 percent service limitation, the agency must develop an estimate prior to exercising the 20 percent provision.
7. Where the required usage exceeds 20 percent, the agency must identify the entire amount required and follow the outlined single/source procedure
8. Where the service is unrelated to a product contract, the funds should be encumbered under the applicable OGS backdrop IT Service contract.

PRE-Audit versus POST-Audit

Procurements which are for **more than \$50,000** for State Agencies; (\$85,000 for OGS) require a PRE-Audit by OSC before the selected Contractor can be awarded the project and begin work.

Procurements which **are less than \$50,000** for State Agencies; (\$85,000 for OGS) are POST-Audited by OSC. The selected Contractor can begin work immediately.

The selected Contractor(s) for Project Award must:

1. meet all the minimum technical requirements described in the PD or RTS.
2. meet all other mandatory requirements stated in the PD or RTS.
3. propose bid rates that do not exceed the Back-Drop Contract not-to-exceed pricing for the job classification/title proposed.

Note: Please be advised that any Contractor who submits a mini-bid proposal where the rates exceed its firm's back-drop contract rates, depending on the language in the project specifications, the Issuing Entity will either:

- Disqualify/reject the entire proposal from further consideration OR
- Disqualify the consultant whose rates were excessive

There will be no opportunity to correct the cost information under these circumstances.

The project's day-to-day activities are carried on between the Issuing Entity and the Contractor(s). OGS is not involved at the project level unless there are problems with the Contractor's performance, issues concerning the back-drop contract Terms and Conditions, amendment requests to back-drop contracts, etc. The awarded Contractor bills the Issuing Entity directly for its services (Refer to Attachment I: *Instructions on Preparing Invoices*).

Contract Administration

OGS PSG is considered to be the **Consulting Contract Administrator/Service Provider** to its Authorized Users for all projects which utilize the IT Services Back-Drop Contracts. Correspondence should be addressed to:

Ms. Pat Weidman
NYS Office of General Services Procurement Services Group (PSG)
Contract Administration
Empire State Plaza -37th Floor, Corning Tower
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OGS PSG IT Services

OGS has awarded the Back-Drop Contracts for IT Services that Authorized Users of State contracts may opt to use under the mini-bid process. The Authorized User takes on the role of the *Issuing Entity* when it solicits bid responses to its solicitations. Awards can be made to either one Contractor or to multiple contractors and is so stipulated in the specifications.

OGS PSG will be the liaison between the Contractor(s) awarded the project and Issuing Entity. When more than one Contractor is selected by the Issuing Entity to provide services for the same project, particularly for Systems Integration and On-Going Services, Maintenance & Support projects, it is recommended that the Issuing Entity select one contractor to take on the responsibility as the "lead" consulting firm. Under this arrangement, the roles, responsibilities, and relationships of each project participant will be clearly defined. The Contractor awarded the project is ultimately responsible for work performed under his/her leadership and management. Where several contractors are awarded, which is usually the case in Fast Track Procurements, the focus is on staff augmentation. Consultants are hired to become part of the Issuing Entity's team and are given direction by the Issuing Entity. They do not take the lead. The Issuing Entity takes the responsibility to manage the consultants. For Training projects, the Issuing Entity should give itself the option to select more than one contractor to provide its varied training needs, particularly when there are many different courses requested and/or different locations for training (i.e. New York City, Rochester, Buffalo, Syracuse, etc.).

Contract Not-to-Exceed Pricing

Depending on the Type of Services for which a back-drop contract has been awarded, contract pricing may vary.

1. Consulting and Systems Integration (SI): the requirement is not-to-exceed hourly rates for specified mandatory job classifications/titles which are grouped under Project Managers, Programmer Analysts, and Specialists and an Entry Level through Level III for each job title grouping. The definition of each of the Mandatory Job Classifications/Titles can be found in the RFP#S960275-E.1 Terms and Conditions as well as from the OGS *IT Services* web page:

<http://www.ogs.state.ny.us/purchase/snt/awardnotes/73012S960275can.htm>

Then click on "Contract Terms and Conditions, search for the particular title(s).

2. Live (Instructor Led) Training: the requirement is not-to-exceed per student pricing for a 1 day, 2, day, 3 day, 4 day, and 5 day course.

3. Computer Based Training (CBT), Video Based Training (VBT), Web Based Training (WBT), and Interactive Web Based Training (IWBT): the requirement is a minimum discount from list price.

4. On-Going Services, Maintenance & Support (OnGS): the requirement is a minimum discount based on the value of the services.

5. When a project requires pricing that is not currently on contract, the Contractor may amend its back-drop contract to add the pricing on or before the bid submission due date. This method of pricing may be added under the Optional Ancillary Pricing mechanism. The most prevalent use of the Ancillary Job Classifications/Titles is to address unique pricing methods such as, but not limited to:

- Per Call pricing associated with Help Desk Services
- Per Page pricing associated with Imaging Services

- Monthly Service Fee pricing associated with Web Hosting or Interactive Voice Response (IVR) Services
- Transaction Fee pricing associated with Web Hosting or Interactive Voice Response (IVR) Services

The amendment packet is available on the web. Download from the OGS *IT Services* web page:

All contract pricing is **INCLUSIVE** of auxiliary costs, such as printing, copying, secretarial, typing, program entry, etc., AND expenses for travel, meals, and lodging. At the mini-bid level, Contractor may offer lower, competitive pricing under this maximum, but may not quote pricing which exceeds the established maximum of the Back-Drop Contract or they may be deemed a non-responsive bidder in which they bid the excessive rates. In the case of CBT, VBT, WBT and IWBT offerings, the Contractor may offer deeper discounts than the minimum. Where the Issuing Entity anticipates travel, the specifications will identify travel frequency, duration, and distance so Contractors can take these travel related expenses into consideration. However under no circumstances can a Contractor bid a rate that exceeds the not-to-exceed rates or is less than the discount minimum. Travel associated expenses cannot be itemized by the bidder but must be incorporated into the rates bid. Contractors are advised to bid either "at home rate" when not in travel status and a "travel rate" when in travel status. They are not reimbursed for travel time to get to and from the project site. The following are examples of possible travel scenarios that a Contractor might face in a specification:

Scenario #1: You are an Albany, NY based firm and you are submitting a mini-bid proposal for a project that is New York City, NY based 100%. Your firm would be in "travel status" for the project's duration and your bid would reflect the "**travel rate**" (never higher than contract rate).

Scenario #2: You are an Albany, NY based firm and are submitting a mini-bid bid for a project that is Albany, NY based 100%. Your firm would be in "at home status" for the project's duration and your bid would reflect the "**at home rate**" (probably less than your "travel rate").

Scenario #3: You are an Albany, NY based firm and are submitting a mini-bid bid for a project that requires trips to New York City, NY 50% of the time. (In an actual situation, the duration and frequency would be defined in the specifications.) Your firm would be in "at home status" for 50% of the project and in "travel status" for 50 % of the project. Your bid would reflect the "**at home rate**" and the "**travel rate**".

Remember! Project rates must not exceed the contract rates or bid may be rejected by the entity in whole or in part.

PLEASE NOTE: A consultant will not be reimbursed by the State for "commuting time" - time spent getting to and from the "work site". Contractors will have to factor in the "commuting time" costs into their mini-bid rates since the state will not reimburse any of these costs.

Refer to the Travel Policy web site at: <http://www.policyworks.gov/perdiem> for the most current guidelines and reimbursement allowances.

Defining the Project's Scope of Work

The PD or RTS is the most essential component to ensure the success of a project as it describes the scope of work, responsibilities of all parties involved, and the minimum requirements that will be used in the evaluation of bids received. Once the Authorized User issues a PD or RTS, that user takes on the role of *Issuing Entity*. OGS PSG staff can provide assistance upon request in the preparation of the requirements document. The PD or RTS will be sent to Contractors who are eligible to bid for the Type of Service and the Category(ies) of Expertise being requested.

Note #1: occasionally, the Issuing Entity requests the need for a particular set of skills. The Contractors may be sent a preliminary survey to determine whether any of them have the resources to satisfy the skill sets requested by the Issuing Entity. In the event that none of the Contractors can meet these needs, the Issuing Entity has saved the time and effort involved in preparing a formal request. This may also be an indication that the Issuing Entity should reconsider its requirements.

Note#2: New York State agencies are reminded that they must submit a Plan to Procure Technology Form (PTP) to the Chief Information Office/Office for Technology (CIO/OFT) for approval prior to purchasing IT Services. For additional information about the CIO/OFT's PTP process, please visit their website at: <http://www.oft.state.ny.us/Policy/NYS-P08-001.pdf>.

Note#3: Any custom applications or programming delivered as part of a project shall comply with NYS **Office for Technology Policy 99-3** - Any custom applications or programming delivered as part of a project shall comply with NYS Office for Technology Policy P04-002 titled Accessibility of State Agency Web-based Intranet and Internet Information and Applications which replaces Technology Policy 96-13 Accessibility to Technology and supersedes Technology Policy 99-3 Universal Accessibility for NYS Web Sites (<http://www.oft.state.ny.us/policy/p04-002/index.htm>), requires that all NYS agencies' web sites provide universal accessibility to persons with disabilities. The State of New York has adopted the W3C Web Content Accessibility Guidelines (<http://www.w3.org/TR/WAI-WEBCONTENT>) as a means to provide access to NYS agency web sites and the content therein. The Prime Contractor agrees to apply the most current version of these guidelines and conform with level "A" of the guidelines, satisfying all priority one checkpoints, as respects any custom applications or programming delivered pursuant to the project."

CAVEAT:

In accordance with Section 163-a of the NYS State Finance Law:

If a vendor prepares and furnishes specifications for a state agency [or other authorized user] technology procurement proposal, to be used in a competitive acquisition, such vendor shall not be permitted to bid on such procurement, either as a prime vendor or as a subcontractor. Contracts for evaluation of offers for products or services shall not be awarded to a vendor that would then evaluate its own offers for products or services. Such restrictions shall not apply where:

1. The vendor is the sole source or a single source of the product or services;
2. More than one vendor has been involved in preparing the specifications for a procurement proposal;
3. A vendor has furnished at government request specifications or information regarding a product or services they provide, but such vendor has not been directly requested to write specifications for such product or services or an agency technology procurement proposal; or
4. The state agency together with the Office for Technology determines that the restriction is not in the best interest of the state. Such office shall notify each member of the advisory council established in article ten-a of the executive law of any such waiver of these restrictions.

(added L. 1997, c.430, sections 31, eff. Aug.20, 1997)

Evaluation Methodology

The method of evaluation must be clearly described in the Specifications and the relative importance of any factors (i.e. Requirement A is twice as important as Requirement B or Requirement A is equally as important as Requirement B, technical is 70% of the total score, cost is 30%, all factors will be given equal consideration, etc.). In other words, any factors that will be used in the evaluation of the bids must be included in the Specifications. PSG has prepared Mini-Bid Guidelines and templates for the Issuing Entity to use to facilitate the procurement process. These templates provide a standard format for the Authorized Users preparing their requirements and scope of work. These are available electronically in Word 7.0 for Windows format. If interested, you can download the Guidelines and templates form the OGS PSG Contract Award Notification Page:

<http://www.ogs.state.ny.us/purchase/snt/awardnotes/73012S960275can.htm>

1. **Project Bid Evaluation and Selection:** The Issuing Entity will evaluate the bids and select the bid(s) which provides the "**BEST VALUE**" to the Issuing Entity (Section XI of the New York State Finance Law). The bid(s) which "optimize quality, cost and efficiency" meeting all the quantifiable criteria/requirements and other identified criteria for selection as defined in the specifications will be selected for the project. If none of the bids satisfy the evaluation criteria, all bids may be rejected.

The Issuing Entity reserves the right to make the following determinations regarding submitted project bids:

- a) Disqualify a Contractor for submitting a late or non-compliant bid based on standards defined in the specifications.
- b) Reject any bid submitted by a Contractor who was not solicited by OGS PSG.
- c) Disqualify a Contractor's bid, which is otherwise compliant, for being unrealistic with regard to estimating the cost, time or resources required to complete the project.
- d) Award the project to another participating Contractor after a disqualification has been made. This may be done without receiving a rebuttal from the disqualified Contractor.
- e) Reject the bidding process if only one (1) qualified bidder is identified and the specifications were too restrictive prohibiting most Contractors from submitting bids, based on the "No Bid" Response forms.
- f) If rates exceed Back-Drop Contract Rates the Issuing Entity may consider the next qualified contractor for the project award.

2. **Evaluation Questions:** At a minimum, the Issuing Entity should address the following questions during its evaluation:

- a) Does the bid comply with the established standards stated in the specifications?
- b) Does the bid comply with the standard bid format and content of specifications?
- c) Does the bid reflect a true understanding of the nature and scope of services being sought?

- d) Does the proposed Contractor staff meet **all** the minimum technical and non-technical criteria identified in the specifications? The Issuing Entity may request a bidder to make a presentation and/or to make members of its proposed project team available for interviews prior to making a selection. If none of the bids meet the evaluation criteria, the Issuing Entity reserves the right to reject all bids and not award the project.
 - e) Are the insights from reference calls consistent with the quality and expertise presented in the bid (i.e. satisfactory/unsatisfactory reference contacts)?
 - f) Were satisfactory ratings received from at least two (2) references for those bids that were being considered for award?
3. **Project Selection/Award:** When a *selection* is made, the Issuing Entity will prepare written documentation that substantiates its final selection. At the same time that it prepares its documentation for OSC, the Issuing Entity will send a letter to each bidder stating whether he/she was selected for the project. The name of the selected bidder(s) will **not** be revealed to the non-selected bidders at this time. This documentation will be sent to OSC for their review and approval. State agency projects cannot formally begin without prior approval from OSC for projects at or above **\$50,000.00** (\$85,000.00 for OGS). Projects below \$50,000.00 require only a post-audit by OSC and the selected Contractor(s) may begin work at the time of selection and do not have to wait for OSC approval.
4. **Project Award Notification:** Projects **\$50,000.00** or more (\$85,000.00 for OGS) require **OSC prior-approval**. Once OSC approves a project and returns the approved *Summary and Affidavit for OGS Consulting, Systems Integration, Training, On-Going Services, Maintenance & Support* form (referred to as the *Summary and Affidavit form*) to the Issuing Entity, the Issuing Entity sends an Award Letter to all successful bidders which authorizes them to begin work. The unsuccessful bidders are also notified in writing and the name of the awarded bidder(s) will be revealed. It will be the responsibility of the awarded Contractor(s) and Issuing Entity to schedule the project's start. The Contractor invoices the Issuing Entity directly. Refer to Attachment I: *Instructions on Preparing Invoices*. OGS PSG does not get involved with the day-to-day project activities.
5. **Project Bid Review and/or Dispute:** A project approved by OSC will become available for public review under the Freedom of Information Law (FOIL). Requests to review documentation and/or disputes to project awards must be submitted in writing to the Issuing Entity who issued the mini-bid request. Disputes must be received within five (5) working days from the announcement of the winning bid (i.e. the award and non-award letters). A facsimile of the formal letter will be acceptable in terms of meeting the five working day notification. However, in every case, to be registered as a formal dispute, the facsimile must be followed up with the original letter, either hand delivered or mailed within three (3) working days of the facsimile to the Issuing Entity who let the mini-bid request. There will be a joint effort between the Issuing Entity's Legal Services and the Contractor to amicably address the situation. Refer to PSG Dispute Resolution Procedures for Vendors on the OGS website (www.ogs.state.ny.us).

Proposal Submission Requirements

Each specifications document will set forth the format and content of the submission. It is incumbent upon each Contractor to submit its bid in accordance with the requirements, the following are general guidelines:

- a) Contractors will be given a time period during which they can submit questions directly to the Issuing Entity regarding the project's functional and technical requirements as described in the specifications.
- b) The Issuing Entity may opt to hold a pre-bid conference and will include that information in the Cover Letter accompanying the specifications document. Questions about the project will be directed to the Issuing Entity by fax, e-mail, or mail. Telephone queries are not accepted. The Issuing Entity will fax, e-mail, or mail all questions and associated responses to all Contractors who received the specifications except to those submitted a No Bid response form if requested to do so by the Issuing Entity.

Bidder's Candidate Certification

Contractors may be asked to sign the *Bidder's Candidate Certification* (Attachment N) which states that the Contractor has done "due diligence" by confirming the truthfulness of the resume of the any candidate submitted in a proposal as well as verifying the "background" of the candidate in terms of the candidate being a responsible individual.

Consultant Staffing Changes

Any changes to the consultant staff must be presented in accordance with the Staffing Changes Procedures. Each Project Definition/Specifications or Request for Training Services includes a copy of these procedures (Refer to the Attachment E: *Consultant Staffing Changes Procedures*).

Sub-Contractors

If a PD or RTS does not prohibit sub-contractors, a Contractor can supplement its staff with sub-contractors when bidding on projects. As stated in the RFP# S960275-E.1:

The State shall also require all sub-contractors to execute, in a form approved by the State, a warranty statement in favor of the State for all work to be performed, warranted or maintained by sub-contractor, and may require the executed form as a pre-condition of Project Award to Contractor.... Notwithstanding any sub-contracting pursuant to this paragraph, contractor shall at all times be primarily liable for all obligations and sub-contractor performance under the Back-Drop agreement and project award.

The Contractor is fully responsible for certifying each of the consultants that it proposes for any work under the back-drop contract. Issuing entities may require bidders to certify in writing that they have performed “due diligence” regarding the investigation and background checks for all candidates proposed.

All Contractors are required to comply with the requirements set forth in RFP# S960275-E.1, Section F: Project Mini-Bids.

Prompt Payment Cash Discounts

The Issuing Entity may include language in its specifications that requests a Contractor to offer cash discounts for "prompt payment". Cash Discounts will not be considered in determining low bid, but cash discounts of any size may be considered in awarding tie bids.

It may take the following form or a reasonable facsimile:

_____ % Cash Discount for payment within 15 days of delivery and/or receipt of voucher
_____ % Cash Discount for payment within 30 days of delivery and/or receipt of voucher

Procurement Card Purchases

At the project level, Issuing Entities will advise whether they may be using the Procurement Card.

NYS has entered into agreements for purchasing card services. The Purchasing Card enables [Issuing Entities] Authorized Users to make authorized purchases directly from a Contractor without processing the Purchase Orders or Purchase Authorizations currently required. Purchasing Cards are issued to selected employees authorized to purchase for the agency and having direct contact with Contractors. Cardholders can make purchases directly from any Contractor that accepts the Purchasing Card.

The Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased products have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty product in accordance with other contract requirements, the Contractor shall immediately credit a cardholder’s account for items returned as defective or faulty.

Procurement Lobbying (PL) Law

The Procurement Lobbying (PL) Law took effect on January 1, 2006 and applies to all solicitations in excess of \$15,000 issued by State agencies and certain government entities. The changes in the State Finance Law are found in §139 j & k. These covered entities include:

- a. State Agencies (departments, boards, bureaus, commissions, divisions, offices, councils, committees and officers of the state including those which are temporary);
- b. NYS Senate and Assembly;
- c. Unified Court System;
- d. Public Authorities and Public Benefit Corporations and any subsidiary or affiliate thereof;
- e. Industrial development agencies in jurisdictions with a population of 50,000 or more; and

- f. Local public benefit corporations.

The law applies to every governmental procurement contract involving the following:

- 1. commodity
- 2. service
- 3. technology
- 4. public work
- 5. construction
- 6. revenue contract
- 7. the purchase, sale or lease of real property or
- 8. the acquisition or granting of other interest in real property.

The law requires a Governmental Entity, such as PSG, to disclose certain information pertaining to those who contact it to influence a Governmental Procurement and restricts the time frame and manner in which the business community may contact a Governmental Entity with regard to attempting to influence a Governmental Procurement. A Governmental Entity must obtain, record and maintain specific information about Contacts made during the Restricted Period. Under the law, the business community is obligated to make only permissible contacts during the restricted period and may only contact those who are designated by the Governmental Entity regarding a procurement.

In order to comply with the Procurement Lobbying Law, on March 16, 2006, OGS PSG has taken the following action:

- 1. The Procurement Lobbying Language was added to the guidelines and templates we provide to authorized users to assist them in preparing their solicitations. You may have seen this newly added language and forms that you are required to submit to the authorized users when bidding on IT opportunities.
- 2. The Procurement Lobbying Language has been added to the RFP#S960275-E.1 which Vendors download from the IT Services web site in order to pre-qualify for a back-drop contract.
- 3. The version of the RFP#S960275-E.1 prior to March 16, 2006 did not include the Procurement Lobbying Language. Firms who were awarded contracts using the earlier version of the RFP#S960275-E.1 were provided with the information that is contained in the latest version of the RFP#S960275-E.1 (revised 3/16/06).

Contractor Consultant Law

Employee Information Required To Be Reported By Certain Consultant Contractors And Service Contractors

Chapter 10 of the Laws of 2006 amended the Civil Service Law and the State Finance Law, relative to maintaining certain information concerning contract employees working under State agency service and consulting contracts. State agency consultant contracts are defined as “contracts entered into by a state agency for *analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health and mental health services, accounting, auditing, paralegal, legal, or similar services*” (“covered consultant contract” or “covered consultant services”). The amendments also require that certain contract employee information be provided to the state agency awarding such contracts, the Office of the State Comptroller (OSC), and the Department of Civil Service (CS). The effective date of these amendments is June 19, 2006.

To meet these requirements, the Contractor agrees to complete:

Form A - Contractor’s Planned Employment Form, if required. The State agency using the consultant services is required to submit Form A to the Office of the State Comptroller. Note: The agency may choose, in its discretion, to require the vendor’s assistance in completing Form A. Agency solicitation documents should advise vendors accordingly.

Form B - Contractor’s Annual Employment Report. Form B must be submitted each year the agreement is in effect to capture the contractor’s historical information detailing actual employment information for the most recently concluded state fiscal year (April 1 through March 31) and every year thereafter. Throughout the term of the Contract

by May 15th of each year the contractor agrees to report the following information to the State agency awarding the Contract, or if the Contractor has provided contract employees pursuant to an OGS centralized contract, such report must be made to the State agency purchasing from such Contract. For each covered consultant contract in effect at any time between the preceding April 1st through March 31st fiscal year or for the period of time such contract was in effect during such prior State fiscal year contractor reports the:

1. Total number of employees employed to provide the consultant services, for each employment category.
2. Total number of hours worked by such employees for each employment category.
3. Total compensation paid to all employees that performed consultant services under such Contract for each employment category.*

*NOTE: The information to be reported is applicable only to those employees who are directly providing services or directly performing covered consultant services. However, such information shall also be provided relative to employees of Subcontractors who perform any part of the service contract or any part of the covered consultant contract. This information does not have to be collected and reported in circumstances where there is ancillary involvement of an employee in a clerical, support, organizational or other administrative capacity.

Contractor agrees to simultaneously report such information to the Department of Civil Service and the Office of the State Comptroller as designated below:

Department of Civil Service	Office of the State Comptroller - Bureau of Contracts
Alfred E. Smith Office Building	110 State St., 11 th Floor
Albany, NY 12239	Albany, New York 12236
Attn: Counsel's Office	Attn: Consultant Reporting

Contractor is advised herein and understands that this information is available for public inspection and copying pursuant to §87 of the New York State Public Officers Law (Freedom of Information Law). In the event individual employee names or social security numbers are set forth on a document, the State agency making such disclosure is obligated to redact both the name and social security number prior to disclosure.

Further information is available in the Office of the State Comptroller's Bulletin G-226 <http://www.osc.state.ny.us/agencies/gbull/g-226.htm> regarding the Contractor Consultant Law requirements and report Forms A and B.

Information Security Breach and Notification Act –

Section 208 of the State Technology Law (STL) and Section 899-aa of the General Business Law (GBL) require that State entities and persons or businesses conducting business in New York who own or license computerized data which includes private information including an individual's unencrypted personal information plus one or more of the following: social security number, driver's license number or non-driver ID, account number, credit or debit card number plus security code, access code or password which permits access to an individual's financial account, must disclose to a New York resident when their private information was, or is reasonably believed to have been, acquired by a person without valid authorization. Disclosure of breach of that private information to all individuals affected or potentially affected must occur in the most expedient time possible without unreasonable delay, after necessary measures to determine the scope of the breach and to restore integrity, but with delay if law enforcement determines it impedes a criminal investigation. When notification is necessary, the State entity or person or business conducting business in New York must also notify the following New York State agencies: the Attorney General, the Office of Cyber Security & Critical Infrastructure Coordination (CSCIC) and the Consumer Protection Board (CPB). Information relative to the law and the notification process is available at: <http://www.cscic.state.ny.us/security/securitybreach/>

ATTACHMENTS

CONTINUOUS RECRUITMENT

The Procurement Services Group (PSG) uses the process of **Continuous Recruitment (CR)** to add new vendors on an on-going basis to the list of pre-qualified firms eligible to bid on computer related services for its Authorized Users. A vendor interested in acquiring a Back-Drop Contract can request a copy of the most recent version of the RFP, RFP# S960275-E.1 during an open time frame over the term of the contract until June 30, 2010 which is six months prior to the contract expiration date of December 31, 2010 or they can download it from the OGS web site at: www.ogs.state.ny.us → Procurement Contracting Services → Seller Information & Bid Opportunities → Bid Calendar.

Upon receipt of the Proposal in response to RFP# S960275-E.1:

- PSG evaluates each bid and recommends to OSC those successful bidders for contract award
- NYS Office of the State Comptroller (OSC) reviews and approves/rejects recommendations for award of these Back-Drop contracts
- Approved Contractors are added to the list of Back-Drop Contracts that has a fixed contract term expiring on December 31, 2010.

CR contracting opportunities are designed to serve several purposes, namely to enable:

- (1) the State to take advantage of contracting with new vendors who emerge in the fluid, high technology marketplace
- (2) PSG to add Categories of Expertise in response to emerging technologies.
- (3) contracted vendors to amend their contracts with additional Types of Services and/or Categories of Expertise

Once a firm has been approved for a back-drop contract, the firm should periodically review the services and categories on its contract. The more services and categories that a Contractor can include on its contract the more bid opportunities the firm will be in a position to receive. The Contract Amendment process is simple. The Contractor Amendment Packet is on the OGS IT Services web site.

<http://www.ogs.state.ny.us/purchase/snt/awardnotes/73012S960275can.htm>

DATE/YEAR WARRANTY

Contractor warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting there from, including but not limited to the failure or untimely performance of such services.

Subject to RFP#S960275-E.1, SIII.9, Limitation of Liability, Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting there from, including but not limited to the failure or untimely performance of such services.

This Date/Time Warranty shall survive beyond termination or expiration of this contract through: a) ninety (90) days or b) the Contractor or Product manufacturer/developer stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

METHOD OF PAYMENT

Fixed Cap Hourly Project: These are usually projects in which the Contractor is asked to provide consultant staff that work as part of the Issuing Entity's project team. The Project Definition usually includes the number of hours required. The Issuing Entity's Project Leader/Manager "assigns" the tasks.

Invoices are submitted to the Issuing Entity on a monthly payment cycle and are limited to the hourly rates proposed in the project bid and agreed upon prior to project commencement. The last month's payment is withheld until the Issuing Entity sends an Acceptance Letter to the Contractor that the work has been satisfactorily completed. The Contractor does not invoice the Issuing Entity for the last month's work until the Issuing Entity sends this Acceptance Letter to the Contractor. For this method of payment, the PD will include Attachment 6 "Fixed Cap Hourly Project Cost Statement" to be completed by the bidder. The Staffing Roster, Attachment 7, will be used to identify the Consultant level of expertise, the Consultant's name, the hourly rate, and whether the Consultant is a sub-contractor.

Deliverable (Fixed Cap) Project: The nature of some projects lends themselves more easily to this type of payment method. These are usually projects in which the Contractor is asked to provide a Consultant Team who is responsible for the project's success. A Consultant Project Leader/Manager who reports to the Issuing Entity on the project's progress heads the Consultant Team. Each project deliverable is described in the Issuing Entity's Project Definition/Specifications. A Contractor's bid will associate each project deliverable with a dollar amount. The Contractor awarded a project will submit each deliverable with a formal Transmittal Letter (Refer to Attachment H: *Transmittal of Project Deliverables Procedures*).

Invoices for deliverables are submitted to the Issuing Entity only after the Issuing Entity signs off in writing. The Contractor and Issuing Entity agree to the time frame for "testing" each deliverable prior to project commencement. It is recommended that deliverables be defined to accommodate payment cycles in the 6 to 8 week range. All deliverable projects must specify a fixed CAP. Each invoice reflects a 10% surety (withholding) amount (unless a different per cent is agreed upon) which is paid to the Contractor after a thirty (30) day post-implementation period following project completion and a written sign-off by the Issuing Entity. The calculation of the project deliverable(s) is based on each consultant's hourly rate and the number of hours estimated to complete the deliverable. The average hourly rate cannot exceed the hourly rate submitted with the Contractor bid on the Staffing Roster. For this method of payment, the PD will include Attachment 5 "By Deliverable with a Fixed Cap Cost Statement" to be completed by the bidder. The Staffing Roster, Attachment 7, will be used to identify the Consultant level of expertise, the Consultant's name, the hourly rate, and whether the Consultant is a sub-contractor.

Note: Each Invoice will include a "burn rate" which communicates whether or not the project is "on track" in terms of project scope and cost.

Help Desk Telephone Support Services: This is targeted for projects that require as an aspect of the project telephone support (i.e. "troubleshooting"). Pricing is usually based on a per call charge. Contractors who are asked to submit mini-bid responses for this type of service may be asked to amend their Back-Drop Contracts to include not-to-exceed pricing on a per call basis.

Live Instructor-Led Training Projects: This type of training is considered payment By Deliverable where each training sessions is considered a deliverable. At the end of a training session (1 day, 2 day, 3 day, 4 day, or 5 day course), the Contractor may invoice the Issuing Entity for the course. The rate is based on the price per student submitted in the project bid. Other payment arrangements would have to be mutually agreeable to both parties and put in writing prior to the start of any training.

Computer Based Training (CBT), Video Based Training (VBT), Web Based Training (WBT) and Interactive Web Based Training (IWBT): This type of training is based on a minimum of 5% discount from list price at the time that the training is requested. The Contractor may offer a deeper discount but not less than the 5%, and/OR Hourly Ancillary Titles applicable for customization across all modes of training delivery.

On-Going Services, Maintenance & Support: Because the type of maintenance and support that are requested may vary considerably, the method of pricing may vary as well. Pricing may take the form of monthly, per transaction, number of users, per server, etc. Contractors will be required, at the contract level, to provide a Minimum Discount Per Cent based on the value of the services to be offered. They will be given the flexibility to provide other types of pricing if it is in the best interest of the Issuing Entity and the State. This can be addressed easily the amendment requests by the Contractors

CONSULTANT STAFFING CHANGES PROCEDURES

1. Contractor submits to the Issuing Entity written notification of any imminent staffing changes with as much advance notice as possible. The replacement will be at the same or lower rate than the consultant that is currently on the project. This notification will include the following information:
 - a) Name and resume of each new consultant and who he/she is replacing;
 - b) Consultant's duties and responsibilities on the project;
 - c) Date when this consultant will join the project and date when that consultant is "billable" (if these two dates are different);
 - d) Revised Work Plan where applicable which reflects the staffing changes;
 - e) Impact to the project scheduled start/end dates for deliverables. If the staffing change results in an increase to the cost of the project, then Scope Change/Extension Procedures must be followed.
2. The Issuing Entity reserves the right to conduct interviews with all prospective candidates.
3. The Issuing Entity will confirm in writing to the Contractor upon acceptance of the replacement. If the Contractor cannot provide a suitable replacement acceptable to the Issuing Entity, OGS PSG may be asked to intervene to assist with a resolution.
4. Only Contractor staff accepted by the Issuing Entity in writing will be considered authorized to work on the Contractor project team and considered "billable".

TRANSMITTAL OF PROJECT DELIVERABLES PROCEDURES

All project deliverables must be submitted to the Issuing Entity and must be accompanied by a Transmittal Letter. When the project is completed a copy of the final sign-off is sent to OGS PSG.

The Contractor submits a Deliverable for the Issuing Entity's review and acceptance. Each Deliverable is accompanied with a Transmittal Letter that will:

- Be signed by the Contractor Team Manager.
- Clearly identify the Deliverable by its established project name and/or Work Plan activity/task number (if there are different versions of the same deliverable).

The Issuing Entity will review each Deliverable for accuracy and the degree to which the Deliverable satisfies the requirements defined in the Project Definition/Specifications and the Contractor's bid. The Issuing Entity will:

- Identify any problems ("bugs") that must be addressed to the satisfaction of the Issuing Entity.
- Transmit an Acceptance Letter (i.e. sign-off) to the Contractor for the Deliverable once it accepts the Deliverable.
- Notify the Contractor in the Acceptance Letter that the Contractor can invoice the Issuing Entity for that Deliverable.

PROJECT RESPONSIBILITIES

Issuing Entity Fiscal Management

1. Encumber the funds using an AC340 Contract Encumbrance Request
2. Sign the *Summary and Affidavit for OGS Consulting, Systems Integration, Training, On-Going Services, Maintenance & Support* form (referred to as the *Summary and Affidavit* form).
3. Process prompt payment of all invoices submitted by Contractor once approved by the Issuing Entity's Project Manager.

Issuing Entity Project Management

1. Review and approve all project schedules.
2. Enact corrective action on schedule slippage or other problems that might jeopardize the success of the project.
3. For projects billed on an "Hourly" basis, track Contractor hours to verify accuracy of invoices submitted monthly. Do not accept the last month's project invoice for up to thirty (30) days until project work has been fully tested and accepted.
4. For project billed "By Deliverable", certify completeness of Project deliverables (work products) ready for payment. Provide a written Acceptance Letter for each deliverable prior to accepting invoice from Contractor. After the last deliverable has been fully tested and accepted, provide a written sign off on the project. The Contractor's last invoice will reflect all withholdings.
5. Verify the accuracy of the invoices for projects that are "By Deliverable" and that the invoiced amounts reflect the withholding percent associated with this method of invoicing.
6. Prepare documentation when Project Scope Change/Extension is required. Manage and adhere to Project Scope Change/Extension Control Procedures per OGS PSG established procedures.
7. Maintain a Project Master Log/File that tracks all activities of the project in accordance with the Procurement Guidelines.

Contractor Project Team Management

1. Assign one project staff member as an "on site" Project Liaison for handling all Contractor-related project administration duties required by the Issuing Entity.
2. Adhere to the terms and conditions of the agreement of the IT Services Back-Drop Contract and those in the specifications document.
3. Prepare and submit periodic Project Status Reports and attend periodic Project Status Meetings.
4. Ensure that all project reporting requirements are satisfied.
5. Maintain control over the work duties and performance of the Consultant's project team members.
6. Assume ultimate responsibility for the success and performance on the project.
7. Submit all Project Deliverables to the Issuing Entity in accordance with Transmittal of Deliverable Procedures.
8. Submit approved time sheets (may be OGS PSG or Contractor supplied) for contracted staff to the Project Administrator on a periodic basis in accordance with project requirements.
9. Prepare and deliver invoices to the Issuing Entity in accordance with the established payment cycle found in the specifications document. (Refer to Attachment I: *Instructions on Completing Invoices*)
10. Proceed with any Consultant Staffing Changes in accordance with the Consultant Project Team Staff Changes Procedures (Refer to Attachment E: *Consultant Staffing Changes Procedures*).

OGS PSG Project Responsibilities

1. Upon request, offer suggestions and comments regarding the solicitation and scope changes.
2. Upon request, provide labels/e-mail addresses.
3. Act as a facilitator in the identification and resolution of problems affecting project conduct and progress and any matters relating to irregularities within the project's payment cycle.
4. Assist Contractors with questions regarding the Back-Drop contract and procurement procedures related to these contracts.

GUIDELINES FOR PROJECT CONDUCT

Working with the Consultant(s). To ensure that the Consultant whether only one or a team can become productive soon after they arrive at the Issuing Entity's site, the following should be prepared:

- A. **Work Area** - The necessary work environment, including desks, filing cabinets, chairs, and supplies, should be ready.
- B. **Issuing Entity Contact Person** - The individual who will be the Issuing Entity's liaison on the project should be chosen and briefed on his or her role in advance of the Consultant(s) first day. This person should be familiar with both the project and Issuing Entity's operating standards.
- C. **Orientation** - On the day the Consultant(s) arrive, sufficient time should be allotted to orient them to the Issuing Entity's organization:
 - Familiarize Consultant(s) with the work area, including their desks, terminals, computer room, etc.
 - Introduce Consultant(s) to the Issuing Entity Contact Person and other key individuals such as operations and programming supervisors and user personnel.
 - Give Consultant(s) a brief tour, pointing out emergency exits, rest rooms, coffee shop, cafeteria, and off limit areas.
 - Familiarize Consultant(s) on Issuing Entity's policies and procedures that they must follow, such as signing in and out. Consultant Sign-In Log should be maintained by each Consultant, including time started, time departed, and any long intervals away from the work site (which are either work-related and billable or personal and non-billable).
 - Inform Consultant(s) of operating procedures and standards for compiling and testing programs, log-on procedures, editor or librarian functions, and relevant test files or copy files that they may need.
- D. **Security Arrangements** - Any necessary arrangements should be made before the Consultant(s) arrives. The Consultant(s) should know the time, place, and contact person's name when they report on the first day. Off hours access procedures should be in place prior to the Consultant(s) arriving at the agency.
- E. **Computer Operations** - Passwords, test files, and other computer-related items should be prepared ahead of time (when possible). A set of manuals should be available covering the Issuing Entity's operating procedures, programming and design standards, and software to be used. In addition, relevant background material and working papers concerning the project should be compiled and available for review by the Consultant(s).

Tracking the Project - Following orientation, Consultant(s) should become productive in minimal time. If it is the Consultant Team's responsibility (defined in the PD or RTS) the Consultant(s) should prepare a detailed Project Work Plan as early as possible after the project is initiated so that the baseline approach and direction are established and mutually agreeable to all parties concerned.

- A. **Work Plans** should:
 - Define all tasks related to the assignment
 - Identify who will perform the tasks
 - Estimate target start and end dates
 - Be revised to reflect actual start and end dates
- B. **Weekly Status Reports** if required by the Issuing Entity should describe:
 - Completed activities or tasks
 - Planned activities
 - Problems/Issues/Concerns
 - Suggested solutions (including potential scope changes/extensions)
 - Hours billed (as applicable)

While other details may be included, these items are all necessary to track the project's progress and potential areas for concern.

- C. **The Issuing Entity reviews** (i.e. walk throughs) and formally approves (in writing) each significant task or milestone before the Consultant(s) begins subsequent tasks in the project plan. This approach serves to:
 - Address errors or misunderstandings in their early stages. Early detection and correction minimizes the negative impact to the project.
 - Involve the Issuing Entity throughout the project's development on a more detailed level.

- Facilitate project turnover since the Issuing Entity has been involved from the onset. The Issuing Entity may find it useful to design a task review and acceptance form and require that the Consultant(s) use it.

Change Control - Scope Changes for Consulting projects or Extensions for Training projects are an inevitable part of any project. Any enhancements or corrections should be addressed as soon as they surface to avoid unnecessary delays or backtracking. Consultant(s) should formally document any changes so that the impact on the project in terms of time and costs are clearly defined. The Issuing Entity has the option to accept or reject scope change/extension requests based on the overall impact on the project. The Issuing Entity must ensure that the funds will be available before approving any changes. An Issuing Entity is not responsible to reimburse the consultant for changes caused by Contractor error or not pre-approved by the Issuing Entity and OGS PSG.

Problem Areas - If problems surface with the Consultant(s) in completing the project, it may be very difficult, time consuming, costly, and sometimes impossible to stop and start over with another Consultant(s). Because a Contractor is paid to serve the Issuing Entity and wants to continue its business relationship with the State, it will usually take whatever steps are necessary to rectify problems.

- A. Documentation** - The Issuing Entity and the Consultant(s) should document all concerns and problematic situations. Some typical problems that have surfaced in working with Consultants are non-performance, personnel conflicts, careless habits, and missed deadlines.
- **Non-Performance** - When Consultant(s) is/are not performing as expected, the problem is usually resolved by replacing that person. It is important to document and explain the situation to eliminate doubt or misunderstanding. The Issuing Entity reserves the right to interview and accept or reject any prospective candidate who does not meet the project's minimum requirements.
 - **Personnel Conflicts** - Personnel conflicts between agency and Consultant(s) can sometimes seriously disrupt a project. The problem may simply be agency resentment of highly paid "outsiders," or it may be personality clashes. Personality types that might not fit into the existing organization can be detected in an interview of Consultant staff before the project begins. If personnel conflicts interfere with project completion, the Consultant's management should be notified.
 - **Careless Habits** - Habitual late arrivals, long breaks and lunches, and early departures are problems that should not be tolerated. These deviations should be brought to the attention of the Consultant's management and should not be allowed to continue.
 - **Missed Deadlines** - If the Consultant(s) continually misses deadlines, the Issuing Entity should review the project with the Consultant's management. Vague specifications, inadequate turnaround, downtime, and overly optimistic time estimates are just a few of the many causes of missed deadlines. To avoid additional costs or unnecessary delays a formal tracking mechanism is critical.
 - **Project Completion** - If the project included the development of a computer based information system, the Consultant(s) may or may not be involved in implementing the system and training the Issuing Entity's users. If the work is completed once the system test is accepted, the Issuing Entity's management should ensure that its staff is trained to assume the appropriate responsibilities. The Issuing Entity's staff should be thoroughly briefed on system operation using both documentation and hands-on experience. They should also review or develop, with the Consultant(s), an implementation plan that describes how to install or cut over to the new system. The transition from a test to a live system is extremely critical and must be approached with all the care and preparation due other project phases.
 - **Warranty Period Post Implementation of System** - The Issuing Entity defines a warranty period (post-system implementation) during which time any "bugs" discovered by the Issuing Entity during system testing will be corrected by the Contractor at no cost to the Issuing Entity provided they are within the Project's original scope. The warranty period would begin again. In the case of Training, the Warranty would cover satisfaction with the expected outcomes upon completion of a course. These expectations would be defined in the Request for Training Services.

Office Supplies and Secretarial Services - Office supplies (i.e. paper, binders, etc.) and secretarial services (i.e. photocopying, filing, typing, etc.) are the responsibility of the Contractor. Unless otherwise specified, the Contractor must:

- Obtain these materials and services on its own.
- Assume that it cannot use NYS equipment without written permission.

Telephone and Electronic Mail Usage - Use of NYS supplied telephones, facsimile, and electronic mail equipment by Contractor staff is subject to restrictions imposed by the Issuing Entity. Long distance calls are prohibited unless pertinent to the project and with the advance approval by OGS PSG or Issuing Entity. Personal use of NYS equipment is prohibited.

Project and Contractor Staff Termination - Upon written notice to the Contractor, the Issuing Entity reserves the right to cancel the project in total, or the participation of any Contractor project team members. The Issuing Entity is obligated to pay only for acceptable and agreed upon services already rendered. Circumstances such as the Issuing Entity may use to justify termination are:

- insufficient funds
- incompetence **
- and/or loss of confidence in the Contractor's (or team member[s]) ability to be successful on the project **
- unforeseen budget constraints,
- etc.

** The Issuing Entity should notify OGS PSG when these circumstances prompt the removal of a Contractor or a consultant working for a contractor from a project or the termination of that project.

INSTRUCTIONS ON COMPLETING INVOICES

Invoices are submitted directly to the Authorized User.

Invoices must be on official company letterhead and must include all of the following:

1. Back-Drop Contract #: **CMSnnn + (B→Z)** e.g. CMS999B if this is the 1st project your firm was successfully awarded under the mini-bid process; CMS999C if this is the 2nd project your firm was successfully awarded under the mini-bid process; if this is the 3rd project etc. Ask User contact if not sure.
2. Payee ID or Federal ID #:
3. Payee Name, Address City State, Zip Code
4. Invoice # (Contractor supplied)
5. Invoice Date
6. Payee Certification (Authorized Company Representative)
7. Payee Title
8. Date Signed
9. Description of Service - which will include the following:

Project Name

 - a) Project Code (where applicable)
 - b) If **Consulting** or **Systems Integration**:
 - Dates of Service/Hours of Service/Hourly Rate/Total Amount (for *Hourly* based payment method)
 - OR
 - Dates of Service/Hours of Service/Deliverable Identifier Name/Deliverable/Billable Amount which is minus the withholding amount (for *By Deliverable* payment method)
 - OR
 - Dates of Service/Per Line of Code Fee/Total # of Lines of Code (LOC) (for *LOC* payment method)
 - Total Amount

a) If **Training**:

 - Dates of Service/Course Title/Per Student Cost/Total Amount (for Live Training)
 - OR
 - Course Title/Per Cent Discount from List/Total Amount (for CBT/VBT/WBT/IWBT Training)
 - Total Amount

Note#1: Omission of any of the above information could result in unnecessary delays in processing your invoices for payment.

Note#2: Please check with the User before submitting an invoice. Additional information may be required.

PRODUCT ACQUISITION & USE CONFIRMATION

New York State Project Contract Number: CMS _____ A
SYSTEMS INTEGRATION (SI) CONTRACTOR: _____
Contact Name: _____ **Phone:** _____
Mini-Bid Project Code: _____
Mini-Bid Project Name: _____
ISSUING ENTITY (IE): _____
IE Contact Name: _____ **Phone:** _____

PRODUCT LIST

See, attached to this document, Mini-Bid "Attachment # 5.1" or "Attachment # 6.1", as appropriate.

Confirmation

This is to confirm that the Product(s) listed above which are available through vendor's NYS centralized contract with the Office of General Services, are being acquired by the SI Contractor as part of a contractual agreement with the Issuing Entity for systems integration services. SI Contractor will transfer title and/or license rights in the listed Product(s) to the Issuing Entity upon completion of the project.

In accordance with the terms and conditions of the above referenced mini-bid project, the Commissioner of General Services and the Issuing Entity have required that the SI Contractor obtain the above referenced product from New York State centralized contract holders. By this confirmation Vendor is asked to extend the same terms, conditions and pricing to the Contractor for the listed product, and to credit the volume if applicable to the Issuing Entity under Vendor's New York State centralized contract with the Office of General Services. SI Contractor shall be solely liable for payment to you. If you do not chose to make this product available to SI Contractor on these terms, the Issuing Entity may release the SI Contractor for acquisition of the listed product from other market sources.

(Issuing Entity) _____

Signed By: _____ Title: _____

Print Name: _____ Date: _____

(SI Contractor) _____

Signed By: _____ Title: _____

Print Name: _____ Date: _____

VENDOR CONSENT

Vendor acknowledges receipt of this *Product Acquisition & Use Confirmation*, and hereby consents to the above request and agrees to sell to SI Contractor the listed products in accordance with the terms and for the purposes set forth in this confirmation.

(NYS Centralized Contract Vendor) _____

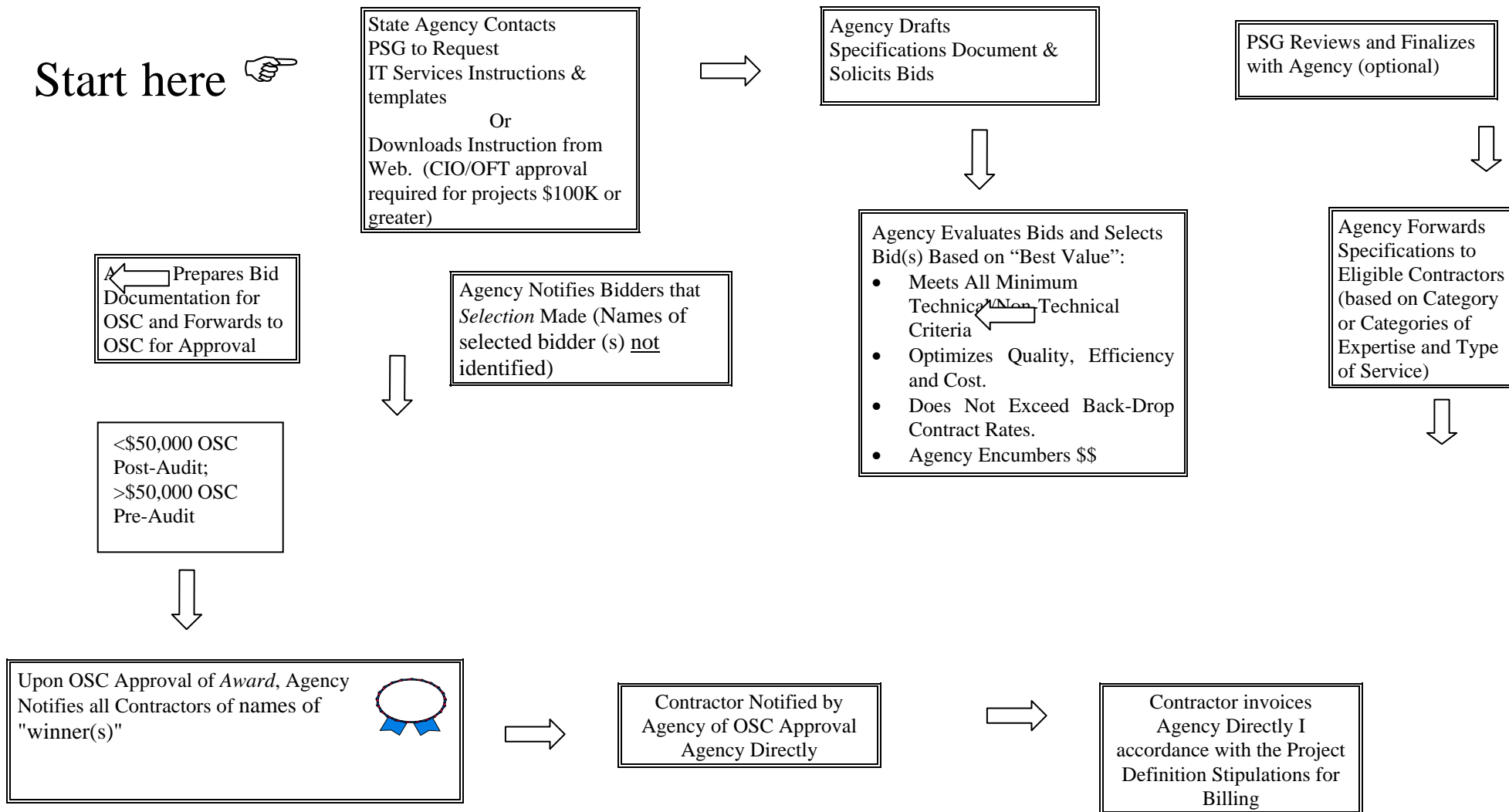
Authorized Signature: _____

Print Name: _____ Date: _____

Title: _____

Computer IT Services

Flowchart Contracts provided by OGS Procurement Services Group (PSG)



RESERVED

Bidder's Candidate Certification

I _____ (Contractor Name) certify that all information concerning all candidates experience and background information presented in this proposal submission is accurate and complete. All candidates prior to being submitted have been interviewed and information regarding their experience and previous history has been verified.

I understand that knowingly making a false written statement on this form, or any attachment may result in disqualification. Discovery of false information subsequent to candidate engagement may result in dismissal from this engagement. I agree to accept this condition and hereby certify that all statements made in this proposal are true and complete, to the best of my knowledge.

Date: _____ Signature: _____
Bidder's Authorized Representative

***Note to Bidder:**

Any firm submitting inaccurate or misleading information may be disqualified and reported to the Office of General Services. If specific firms continue to submit inaccurate or misleading information, such firms may be made inactivate or removed from the list of eligible firms until further notice.

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