

New York State Office of General Services
Office of General Services Procurement Services Group
New York State Strategic Sourcing
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

BID SOLICITATION UPDATE #5

RFP NUMBER: 22408

DATE: December 14, 2011

GROUP: 73003 – Administrative Services

**PLEASE ADDRESS INQUIRIES TO
DESIGNATED CONTACTS:**

Tony Montes
New York State Strategic Sourcing Team
(518) 473-8543
SST_admin_svcs@ogs.ny.gov

BID OPENING: December 21, 2011 – 11:00am EST

Jill McCabe
New York State Strategic Sourcing Team
(518) 473-7921
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SUBJECT: RFP Amendments and Second Bidder Inquiries Responses

TO PROSPECTIVE BIDDERS:

The above referenced RFP has been amended to include the changes outlined below. Amendments are reflected in both the main RFP document and attachments. The amended RFP can be found at the following link:

<http://www.ogs.ny.gov/purchase/biddocument/22408BID.ASP>

All bidders must acknowledge receipt and agreement to all RFP amendments by answering “YES” to item #19 on the bidder’s checklist located on the first tab of Attachment 6 – General Questions.

Additionally, the New York State Strategic Sourcing Team has given careful consideration to the inquiries received in regards to the Administrative Services Request for Proposal (#22408) during the inquiry period that ended on December 9, 2011 at 2:00PM EST.

Responses to all inquiries can be found on the OGS Bid calendar at the following link:

http://ogs.ny.gov/purchase/biddocument/22408rfp_QnA02.pdf

The following summary of amendments is provided as a convenience. A bidder is required to read the modified documents:

1. Appendix A - Standard Clauses for New York State Contracts has been revised by the New York State Procurement Council. The new version (dated 12/11) has been updated in the main RFP document. Clause 11(a) was amended.

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2. Attachment 1 – Job Descriptions, Qualifications and Requirements. The following language has been added to Lots 2, 3 and 6:
“Desktop Publishing is excluded from the scope of this contract.”
 3. Attachment 1 – Job Descriptions, Qualifications and Requirements, Lot 2 – Hearing Reporter Service, Completion Requirements, Point E - Proceeding Cancellation. Language has been revised to read:
“The Authorized User shall provide the Contractor with a minimum of 24 (twenty-four) hours written notice of cancellation of any proceeding. In the event of proceeding cancellation without specific notification, the Contractor shall be entitled to minimum payment as noted below.
Minimum Fees:
Contractors shall be entitled to a minimum payment equal to the value of 20 pages at the normal delivery rate. (i.e., applies per hearing scheduled or per facility visit).”
 4. Attachment 4 – Price Pages. Item #10 on the instructions tab asks for the thresholds for written translation discounts. Please note that these thresholds are already provided. Bidders should disregard the instructions to provide thresholds.
 5. Attachment 6 – General Questions, Bidder’s Submittal Checklist Tab, item #4 asks “Did you submit the names of the officers and employees responsible for this contract, their function in the company, title, and number of years of service with the contractor’s firm in the space provided in Attachment 6 – General Questions?” However, space for this information was not provided in the attachment. **Bidders are hereby instructed to respond “YES.” This information does not need to be provided with the bid package. Instead, bidders shall be required to provide this information upon tentative award.**
 6. Attachment 6 – General Questions, Bidder’s Submittal Checklist Tab, item #6 asks “Did you provide the address, telephone number, fax number and email address for the personnel that will serve each region bid in the space provided in Attachment 6 – General Questions?” However, space for this information was not provided in the attachment. **Bidders are hereby instructed to respond “YES.” This information does not need to be provided with the bid package. Instead, bidders shall be required to provide this information upon tentative award.**
 7. Attachment 9 – Contractor Deficiency Report. Language has been added to state that the Authorized User must also send a copy to the contractor.

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PURCHASING MEMORANDUM

BID SOLICITATION UPDATE #4

RFP NUMBER: 22408

DATE: December 7, 2011

GROUP: 73003 – Administrative Services

**PLEASE ADDRESS INQUIRIES TO
DESIGNATED CONTACTS:**

Tony Montes
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(518) 473-8543
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BID OPENING: December 21, 2011 – 11:00am EST

Jill McCabe
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(518) 473-7921
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SUBJECT: Bid submissions

TO PROSPECTIVE BIDDERS:

As a reminder, the bid opening date for the above referenced RFP is December 21st, 2011 at 11:00AM EST.

Please note that it is the Bidder's sole responsibility to ensure that their bids are responsive to all requirements.

Due to the substantive amendments made to the Administrative Services Request for Proposal (#22408) as outlined in the Purchasing Memorandum dated December 5, 2011 (See <http://www.ogs.ny.gov/purchase/biddocument/22408BID.ASP>) all bid packages received prior to December 6, 2011 -11:00AM EST are being returned to bidders. Bids received after December 6, 2011 at 11:00am will not be returned to Bidder.

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Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

BID SOLICITATION UPDATE #3

RFP NUMBER: 22408

DATE: December 5, 2011

GROUP: 73003 – Administrative Services

**PLEASE ADDRESS INQUIRIES TO
DESIGNATED CONTACTS:**

Tony Montes
New York State Strategic Sourcing Team
(518) 473-8543
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BID OPENING: December 21, 2011 – 11:00am EST

Jill McCabe
New York State Strategic Sourcing Team
(518) 473-7921
SST_admin_svcs@ogs.ny.gov

SUBJECT: RFP Amendments and Second Inquiries Period Extension

TO PROSPECTIVE BIDDERS:

The above referenced RFP has been amended to include the changes outlined below. Amendments are reflected in both the main RFP document and attachments. The amended RFP can be found at the following link:

<http://www.ogs.ny.gov/purchase/biddocument/22408BID.ASP>

All bidders must acknowledge receipt and agreement to all RFP amendments by answering “YES” to item #19 on the bidder’s checklist located on the first tab of Attachment 6 – General Questions.

Additionally, the closing date for the second inquiry period has been extended. The new closing date for inquiries is Friday, December 9, 2011- 2:00pm EST.

The following summary of amendments to the main Request for Proposal document is provided as a convenience. A bidder is required to read the modified documents:

1. The contract period shall be for five years without a one year renewal option.
2. The closing date for the second round of inquiries is December 9, 2011 – 2:00PM EST.
3. The new bid opening date and deadline for submission of proposals is December 21, 2011 – 11:00AM EST.

- 4.
5. The new Evaluation and Tentative Awardee Notification date is January 25, 2011.
6. OGS reserves the right to not make awards for Desirable Services titles
7. The Definition for “Mandatory Services” has been amended to read:
 “Mandatory Services” within “Attachment 4 – Price Pages” and Section VII.2.2 shall refer to those job titles which the Bidder is required to bid on. Failure to bid on all titles marked mandatory within a lot and region will be considered an incomplete bid and shall be rejected. See also “Desirable Services.”
8. The Definition for “May” has been amended to read:
 “May” denotes the permissive in a contract clause or specification. “May” does not mean “required.” Also see “Shall” and “Must.”
9. The Definition for “Must” has been amended to read:
 “Must” denotes the imperative in a contract clause or specification. “Must” is synonymous with “required.” Also see “Shall” and “May.”
10. The Definition for “Overtime Pay” has been amended to read:
 “Overtime Pay” shall mean the additional payment above the hourly wage paid. Time and a half shall be paid above the base pay rate for time worked above 40 hours in a single week for Authorized Users regardless of time of day, day of the week or holidays. This requirement applies to Lots 1, 4, 5, 7, 8, 9, 10 and for the in-person translation titles contained in Lot 6 (Consecutive Interpreters, Simultaneous Interpreters and American Sign Language). There shall be no overtime for the non-location-specific titles in Lot 6 (Translation – Over the Phone and Written translation) as these services are billed by the minute and the word respectively. There shall be no overtime for Lots 2 and 3 as these services are billed by the page. Overtime Pay for Lot 11 – Light Industrial is determined by the relevant prevailing wage which the engagement is subject to. All overtime to be allowed based on the sole discretion of the Authorized User and must receive prior written approval.
11. The definition for “shall” has been amended to read:
 “Shall” denotes the imperative in a contract clause or specification. “Shall” is synonymous with “required.” Also see “Must” and “May.”
12. Section I.8 QUALIFICATIONS OF PROSPECTIVE BIDDERS has been amended to include the following additional language:
 “An incomplete bid shall result a non-responsive bid determination and rejection.”
13. Section I.8.1 TOLL FREE NUMBER has been amended to include the following additional language:
 “Contract award is contingent upon the Contractor’s establishment of this toll free number.”
14. Section II.2 SERVICE REQUIREMENTS point #2 has been amended to include the following additional language:
 “In the event of exceptionally complex assignments, a Contractor may propose to the Authorized User that resource levels be adjusted, subject to approval by the Authorized User.”
15. Section II.1 GENERAL REQUIREMENTS has been amended to include the following additional language:
 “M/WBE Compliance with Authorized User Goals
 In accordance with Article 15-A of the New York State Executive Law and regulations adopted pursuant thereto and consistent with the objectives of Governor Andrew Cuomo’s Executive Order No. 8 , an Authorized User that is a State Agency or State Authority (as defined in New York State Executive Law §310 and hereinafter referred to as “State Agency”) should establish separate goals for each placement made against this Contract for participation of New York State Certified minority-owned business enterprises and women-owned business enterprises (“MWBEs”) at the time of the acquisition, if the acquisition is (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction. As a condition of award of the Contract resulting from this RFP, the Contractor agrees to be bound by a State Agency’s implementation of the provisions of Article 15-A of the New York State Executive Law, including but not

limited to the submission of a utilization plan, in the acquisition. State Agencies and Authorities will seek an overall 20 percent participation rate based on all acquisitions made throughout the term of the contracts awarded hereunder. Joint ventures with Certified MWBEs to meet the goals is encouraged.”

16. Section II.2 SERVICE REQUIREMENTS point #3 QUALITY OF SERVICES has been amended to delete the following language:
“The Authorized User must notify Contractor of any services warranty deficiencies within ninety (90) days from performance of the services that give rise to the warranty claim.”
17. Section II.2 SERVICE REQUIREMENTS point #9 REDUCE WORK has been amended to include the following additional language:
“Contractors shall not assess any fees or penalties for reductions in work assignments.”
18. Section II.2 SERVICE REQUIREMENTS point #11 RATES AND MARKUPS has been amended to read:
“**RATES AND MARKUPS** For Lots 1 through 10 the Contractor shall provide to the Authorized User, upon request, personnel at the awarded bid price. The Contractor shall refer to the definitions of job titles in “Attachment 1 – Job Descriptions, Qualifications and Requirements” for a brief description of skills for Lots 1, 4, 5, 7, 8, 9 and 10. The hourly rates for job titles in Lots 1, 4, 5, 7, 8, 9 and 10, will be considered straight time costs for work accomplished during 40 hours in a single week for an Authorized User regardless of time of day, day of the week or holidays. Any work performed at times other than above is considered to be overtime and would be allowed only when approved by the Authorized User. The rates paid for overtime shall be 1.5 times the resource pay rate, with the appropriate markup. Markups do not apply to Lots 2, 3, and 6 (except in-person translations) as they are not based on hourly rates. Note: The overtime work assumes the Employee has worked a 40-hour week. Should the regular work shift of the Employee be other than normal hours, then the overtime rate is not paid until 40 hours is exceeded by an individual Employee for an Authorized User. If an employee is performing work for more than one Authorized User, the contractor shall inform each of the Authorized Users of the employee’s schedule and actual hours worked so that all parties are aware of when the employee will reach 40 hours worked and at what point overtime rates would begin. An Authorized User is responsible for overtime rates when an Employee has performed 40 hours of work for said Authorized User. An Authorized User shall not pay overtime rates if an Employee has performed less than 40 hours of work for the Authorized User, but more than 40 hours among several Authorized Users. For Lot 11 of this RFP, the Contractor shall provide to the Authorized User, upon request, personnel at the percent markup rates offered over the current prevailing wage including supplemental benefits. The prevailing wage will be what is listed for the date the work is performed in the county it is completed. ”
19. Section III.2 PERFORMANCE BID BONDS has been amended to read:
“There are no BONDS for this Contract. In accordance with Appendix B, §58 Performance/Bid Bond, the Commissioner of OGS has determined that no performance, payment or Bid bond, or negotiable irrevocable letter of credit or other form of security for the faithful performance of the Contract shall be required at any time during the Term for this Contract.”
20. Section III.3 ADMINISTRATIVE AND REPORTING REQUIREMENTS Point #4 has been amended to delete the following language:
“and shall compare scheduled work versus actual work completed.”
21. Section IV.5 METHOD OF PAYMENT has been amended to include the following additional language:
“If a Contractor offers a discount for prompt payment, the Contractor shall include the terms of the discount on all invoices the amounts which are due if the Authorized User meets the terms, and the date for which the prompt payment discount(s) expire.”
22. Section V.2 NEW YORK STATE PROCUREMENT RIGHTS has been amended to delete the following language:
“Adjust any Bidder’s expected fees based on a determination of the evaluation committee that the selection of the said bidder will incur additional costs by the State.”
23. Section V.5 has been amended to include the following additional language:

“Appendix A: Standard Clauses for NYS Contracts contains standard requirements to be included in every contract entered into with the State. The successful Bidder should agree to abide by these requirements and provide any information requested by OGS in connection with these requirements. In addition to the established provisions in Appendix A, the contract(s) that results from this RFP is expected to substantially contain the terms and conditions set forth in Appendix B and the RFP. In accordance with State procurement guidelines, any modification to the terms and conditions reflected in the executed contracts must not substantially alter the requirements or specification set out in herein. **Therefore, hourly rates or fees should be proposed based on the assumption that the terms and conditions in Appendix A, Appendix B, and the RFP will not be modified in the resulting contract(s).**

Bidders are encouraged to provide, as an attachment to any questions asked in the Bidder Inquiry period, any proposed modifications to the terms and conditions outlined in Appendix A, Appendix B, and the RFP. The Bidder should also include an explanation or justification for the requested modification. The State will consider any potential modifications as part of its Bidder Inquiry response.”

24. Language in Section VI.2 GENERAL PROPOSAL CONTENT has been corrected to read:
 “A folder labeled “Scanned Documents” containing scanned copies of all items in **Part II (B).**”
25. Section VII METHOD OF AWARD OF CONTRACT, paragraph #5 has been amended to delete the following language:
 “, therefore no further price drops are expected once a Contract is in place.”
26. Language in the opening paragraph of APPENDIX C (the POLICY STATEMENT) has been amended to read:
 “New York State Office of General Services, as part of its responsibility, recognizes the need to promote the employment of minority group members and women and to ensure that certified minority and women-owned business enterprises have opportunities for maximum feasible participation in the performance of OGS contracts.
- In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" (“the Disparity Study”). The report found evidence of statistically significant disparities between the level of participation of minority and women-owned business enterprises in state procurement contracting verses the number of minority and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority and women-owned business enterprises program.”

27. Language in the “Equal Employment Opportunity Requirements” section of APPENDIX C has been expanded and amended to read:
 “By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to this contract; or (ii) employment outside New York State.

Bidder further agrees to submit with the bid a staffing plan (Form EEO 100) identifying the anticipated work force to be utilized on the Contract and if awarded a contract, will, upon request, submit to the Authorized User, a workforce utilization report identifying the work force actually utilized on the Contract if known.

Further, pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed

(religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.”

28. Language in the “Business Participation Opportunities for New York State Certified Minority- and Women-Owned Business Enterprises (MWBE)” section of APPENDIX C has been expanded and amended to read:

“In accordance with Article 15-A of the New York State Executive Law and regulations adopted pursuant thereto and consistent with the objectives of Governor Andrew Cuomo’s Executive Order No. 8 , an Authorized User that is a State Agency or State Authority (as defined in New York State Executive Law §310 and hereinafter referred to as “State Agency”) should establish separate goals for each placement made against this Contract for participation of New York State Certified minority-owned business enterprises and women-owned business enterprises (“MWBEs”) at the time of the acquisition, if the acquisition is (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction. As a condition of award of the Contract resulting from this RFP, the Contractor agrees to be bound by a State Agency’s implementation of the provisions of Article 15-A of the New York State Executive Law, including but not limited to the submission of a utilization plan, in the acquisition. State Agencies and Authorities will seek an overall 20 percent participation rate based on all acquisitions made throughout the term of the contracts awarded hereunder. Joint ventures with MWBEs to meet the goals are encouraged.

A Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this contract and Contractor agrees that the Authorized User may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at: <http://www.esd.ny.gov/MWBE.html> For guidance on how Authorized Users will determine a contractor’s “good faith efforts,” refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, Bidder/Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in an acquisition, such finding constitutes a breach of that Contract and the Authorized User may withhold payment from the Contractor as liquidated damages. Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the acquisition.”

Amendments to Attachment #1 – Job Descriptions, Qualifications and Requirements:

1. Lot 2 - “Hearing Reporter Service,” Completion Requirements has been amended to include the following additional language:
“Minimum Fees:
 A Contractor will be paid a minimum of one hour of their proposed rate for the following:
 - Any appointment canceled with less than a twenty-four (24) hour notice from the scheduled appointment time.
 - Any appointment where performance time for services is for less than one full hour.
 - Other unusual circumstances approved by the Authorized User.
 Contractor will be paid for a minimum of one hour for on-site work, unless Contractor is late for the scheduled appointment.”
2. Lot 3 – “Transcription Service” has been amended to include the following additional language:
 “Multilingual transcription is included in the scope of this Lot and is included in the Transcription Service job title.”
3. Lot 6 – “Translation Services and Interpretation” section “Translation Services Requirements – Written Translation” has been amended to include the following additional language:
 “In the event that an order is exceptionally large and requires the work of more than one translator to maintain timeliness it is acceptable for multiple translators to work on the order, but each individual

document of the order shall be assigned to a single translator.”

4. Lot 6 – “Translation Services and Interpretation” has been amended to include the following additional language:
“Translation Services Requirements – Over the Phone Translation

The Contractor shall provide support services to an Authorized User by providing oral multilingual interpretation (Simultaneous and/or Consecutive as specified) services over the phone for meetings, conferences, or other forms of over the phone voice communication from a source language to the target language. Bidder must be familiar with different variations and dialects of all languages bid. Services shall be performed by professional and experienced interpreters that possess demonstrated proficiency levels that range from the ability to speak the language with sufficient structural accuracy and vocabulary, to effective participation in most formal and informal conversations on practical, social and professional topics. The maximum proficiency level will demonstrate that of a highly articulate well-educated native speaker which reflects the cultural standards of the country where the language is natively spoken. The requesting Authorized User will specify in writing the language requirement, dates and times and any required certifications or accreditation necessary. Services may be performed on any phone line mutually agreed to by the Contractor and the Authorized User.

Authorized User testing may be required to determine qualified proficiency level for some tasks. The Contractor shall provide consultation and planning assistance to an Authorized User for conference interpretation services to determine interpretation requirements, when necessary.

Contractor shall provide qualified Candidate(s) for interpretation services for any and all languages requested by the Authorized User within a one week time frame. Failure to do so more than twice in a month will count as a service level failure and will result in a Contractor Deficiency Report.

Arriving at Scheduled Location for Performance – An Interpreter is required to be present on the line at the start of the scheduled appointment. The Contractor is responsible for taking all necessary actions to maintain accurate times, locations, directions, telephone numbers, contact person(s) and any other information or actions to ensure that they are present at the proper location and on time.”

5. Lot 6 – “Translation Services and Interpretation” section “Late Arrival Payment Reductions” paragraph #1 has been amended to read:

“Late Arrival Payment Reductions – Lateness is defined as late arrival to the scheduled engagement that does not result in the cancellation of the event. For Consecutive and Simultaneous Interpretation, Employees must arrive 15 minutes prior to the scheduled event and any time after is considered a late arrival. For Over the Phone Interpretation, Employees must be present on the line at the start of the scheduled appointment and any time after is considered a late arrival. An Authorized User shall not pay for any time for the period the Employee was late from the total period scheduled. More than three late arrivals in a one month period by the same Employee may result in removal from a position based on the discretion of the Authorized User. In addition, more than seven late arrivals by multiple employees from a single Contractor provided to a single Authorized User may be considered a failure to meet the Required Service Level and may result in a Contractor Deficiency Report.”

6. Lot 6 - “Translation Services and Interpretation” section “Late Arrival Payment Reductions” paragraph #4 has been amended to read:

“Performance Time – Performance time for Consecutive and Simultaneous Interpretation shall consist of the total time the Interpreter is on-site performing services under the Contract. This time shall include the fifteen (15) minutes preceding the scheduled time for performance or any longer time requested by the Authorized User until the time the Authorized User expressly tells the Interpreter that they are finished for the day and should leave, inclusive of any waiting time by the Interpreter. Performance time for Over the Phone Interpretation shall consist of the total time the Interpreter is on the line performing services under the Contract. This time shall begin at the start of the scheduled time for performance until the time the Authorized User expressly tells the Interpreter that they are finished and may disconnect from the line, inclusive of any waiting time by the Interpreter.”

Amendment to Attachment #2 – Background Check Requirements:

1. A. Background Check section 3 has been amended to delete the following minimum background check requirement:

“Homeland security check including verification that the candidate is not listed on a national watched person database”

Amendments to Attachment #4 – Price Pages:

1. Instructions tab
 - a. The instructions for Fees & Discounts has been amended to include the following additional language:
“12) A Bidder is encouraged to provide prompt payment discounts for any payments received within 15 and/or 30 days from the time of delivery or receipt of voucher.”
 - b. The instructions for Lot Pricing Sheets has been amended to include the following additional language:
“NOTE: Base Pay and Bill Rate should NOT INCLUDE BACKGROUND CHECKS. These are covered under the "Fees and Discounts" section. All operating costs OTHER than background checks should be included in Markup.”
2. Fees and Discounts tab
 - a. A table has been added to capture prompt payment discounts offered by the Bidder.
 - b. The Homeland Security background checks field has been removed for the background checks area.
 - c. Point #3 of the instructions for the Breakdown of Rate Markup table has been amended to read:
“For each Lot within this Region (except Lots 2, 3, and portions of Lot 6), enter the components that add up to your total markup %.”

- d. In the Breakdown of Rate Markup table, Lots 2 & 3 are not applicable and have been locked, and Lot 6 is for Interpretation Services Only
3. Lot 2 – Hearing Reporters tab
 - a. A field has been added to enable Bidders to provide separate costs for disks and jump drives.
4. Lot 3 – Transcription tab
 - a. A field has been added to enable Bidders to provide separate costs for disks and jump drives.
5. Lot 6 – Translation Svcs tab
 - a. Fields have been added to all service types except American Sign Language to capture two price points:
 1. Spanish, Chinese, Italian, Russian, French and French Creole (all dialects), and
 2. All other Languages

Amendments to Attachment #6 – General Questions:

1. Bidder's Submittal Checklist tab
 - a. The language of question #7 has been amended to read:

“Will you complete the EMPLOYEE INFORMATION TO BE REPORTED BY CERTAIN CONSULTANT CONTRACTORS (Forms A and B) and submit directly to both the Department of Civil Service and the Office of the State Comptroller (OSC)?”
 - b. The responses to question #20 has been amended to include:

“Yes”
2. Standard Forms tab
 - a. Numbering has been corrected to run consecutively.

Amendment to Attachment #7 – Contractor Insurance Requirements:

1. Point a) of Section B has been amended to include the following additional language:

“Contractors providing services strictly for Lot 1 are exempt from obtaining coverage for explosion, collapse & underground liabilities.”

Amendments to Attachment #8 –Required Service Levels:

1. Point #4 has been amended to include the following additional language:

“If a Contractor offers prompt payment discounts, Contractor shall include the terms of the discount on all invoices, the amounts which are due if the Authorized User meets the terms, and the date for which the prompt payment discount(s) expire.”
2. Point #13 has been amended to read:

“Late Arrival – Lateness is defined as late arrival to the scheduled interpretation that does not result in the cancellation of the event. For Consecutive and Simultaneous Interpretation, Interpreters must arrive 15 minutes prior to the scheduled translation event and any time after is considered a late arrival. For Over the Phone Interpretation, Employees must be present on the line at the start of the scheduled appointment and any time after is considered a late arrival. An Authorized User shall not pay for any time for the period the Interpreter was late from the total period scheduled. More than three late arrivals in a one month period by the same interpreter may result in that interpreter being disqualified from the centralized Contracts serving the State. A Contractor whose employees are consistently late may be terminated from the Contract for poor performance. More than seven late arrivals in a one month period by interpreters from the same Contractor for the same Authorized User shall result in a Contractor Deficiency Report.”

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<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

BID SOLICITATION UPDATE #2

RFP NUMBER: 22408

DATE: November 30, 2011

GROUP: 73003 – Administrative Services

**PLEASE ADDRESS INQUIRIES TO
DESIGNATED CONTACTS:**

Tony Montes
New York State Strategic Sourcing Team
(518) 473-8543
SST_admin_svcs@ogs.ny.gov

NEW

BID OPENING: December 21, 2011 – 11:00am EST

Jill McCabe
New York State Strategic Sourcing Team
(518) 473-7921
SST_admin_svcs@ogs.ny.gov

SUBJECT: Bidder Inquiries and Intent to Bid

TO PROSPECTIVE BIDDERS:

The New York State Strategic Sourcing Team has given careful consideration to the inquiries received in regards to the Administrative Services Request for Proposal (#22408) during the inquiry period that ended on November 9, 2011 at 5:00PM EST.

Responses to all inquiries can be found on the OGS Bid calendar at the following link:

http://ogs.ny.gov/purchase/biddocument/22408rfp_QnA.pdf

As stated in the Purchasing Memorandum dated November 16, 2011, the New York State Strategic Sourcing Team will be opening a second inquiries period. The closing date for the second inquiry period is Wednesday, December 7, 2011- 5:00pm EST. The method of inquiry will be the same as the initial inquiry period, using “Attachment 12 – Inquiries Template.”

The Bid Opening date has been amended to allow for the additional time needed for the second inquiry period and for Bidders to adjust their proposals. The new Bid Opening date is December 21, 2011 at 11:00AM EST.

Portions of the RFP will be amended as a result of bidder inquiries. Detailed amendments will be announced in a separate Purchasing Memorandum, but included here is a list of documents for which amendments are anticipated:

- Request for Proposal
- Attachment 1 – Job Descriptions, Qualifications and Requirements
- Attachment 2 – Background Check Requirements
- Attachment 4 – Price Pages

(Continued)

- Attachment 6 – General Questions
- Attachment 7 – Contractor Insurance Requirements
- Attachment 8 – Required Service Levels
- Attachment 12 – Inquiries Template

Additionally, below is a listing of all Bidders who submitted their “Intent to Bid”:

As a reminder, NYS is encouraging small business and MWBE participation through joint-ventures and sub-contracting with New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as well as specialized service companies.

Abacus Corporation	Gary Stegman	Object Module, Inc.
AccuStaff	Geneva Worldwide, Inc	Penda Aiken
Active Staffing	Global Employment Services, Inc	Planning To Succeed
Adecco	Gonzer Associates	Premier Healthcare Services
Advanced Medical Staffing	Gotham Per Diem	PRG Group
Alexy	Gwendolyn Moore Professional Service	Randstad
Assignment Staffing Services Inc	Help Me With My Documents	Rose International
Attentive Personnel	Howroyd Wright Employment Agency	Schmieder and Meister
Beacon	Integrated Strategies	SelectOne
Beatty's Services	Jennifer Temps	Snelling
CareOne Home Care services Inc	Joseph Troche	Solomon-Page Group
CHG Healthcare	JPE	SPS Temporaries
Complete Personnel Solutions	Kelly Services	Staff Care, Inc
Computer Plus	Key Resource Group	Stafkings
Crickett Staffing	Klein Management Systems Inc	Stat Staff Professionals Inc
CTS LanguageLink	Kulosman Advocacy Services	Strategic Resources, Inc
Datrose	Language Line	Superior Staff Resources
DePaolo-Crosby Reporting Services	Language Services Associates	Supplemental Health Care
Dilion Translations	Languages R Us	Suzanne Hand and Associates, Inc
DPNS Network Solutions	Legal Interpreting Services	Sweeney and Associates, Inc
Drescher and Malecki LLP	Linium LLC	Technical Operations
Durham Staffing	Lititz Healthcare Staffing	TempForce LP Brooklyn
Edison Home Health Care	LocumTenens	The Mechanical Secretary
Employee Relations Associates, Inc	Madison Approach	ThePremierGroup
Eriksen Translations	Makrohealth	Total Healthcare Staffing
Esquire Solutions	Manpower	Transportation Specialist Inc
Essey LLC	Maxim Healthcare Services	Ubiquis Reporting
Execu Search Group	Medical Staffing Network	Veritext
Fadmo Health	Med-Scribe	Westaff
Favorite Healthcare Staffing	MVP Consulting Plus, Inc	White Glove Placement, Inc
Fusco Personnel Inc	New Wave People	Winston Support Services, LLC

New York State Office Of General Services
Office of General Services - Procurement Services Group
New York State Strategic Sourcing
Corning Tower – 38th Floor
Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

BID SOLICITATION UPDATE

RFP NUMBER: 22408

DATE: November 16, 2011

GROUP: 73003 – Administrative Services

**PLEASE ADDRESS INQUIRIES TO
DESIGNATED CONTACTS:**

Tony Montes
New York State Strategic Sourcing Team
(518) 473-8543
SST_admin_svcs@ogs.ny.gov

BID OPENING: December 6, 2011 – 11:00am EST

Jill McCabe
New York State Strategic Sourcing Team
(518) 473-7921
SST_admin_svcs@ogs.ny.gov

SUBJECT: Bidder Inquiries & Second Inquiries Period for Administrative Service Request for Proposal

TO PROSPECTIVE BIDDERS:

The New York State Strategic Sourcing Team is currently addressing the inquiries received in regards to the Administrative Services Request for Proposal (#22408) during the inquiry period that ended on November 9, 2011 at 5:00PM EST. Each inquiry is being given careful consideration and responses are currently being developed. Responses will be communicated with Bidders as soon as possible.

To further clarify the Administrative Services Request for Proposal and to address any outstanding Bidder questions, the New York State Strategic Sourcing Team will be opening a second inquiries period. The closing date for the second inquiry period will be announced with the responses to the initial inquiries. The method of inquiry will be the same as the initial inquiry period, using “Attachment 12 – Inquiries Template.”

While this communication does not contain any definitive dates, it should be considered that the New York State Strategic Sourcing Team is taking diligent measures to develop the appropriate responses and facilitate effective bids.

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