



Office of
General Services

Procurement
Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | www.nyspro.ogs.ny.gov | customer.services@ogs.ny.gov | 518-474-6717

Solicitation Update # 8

Subject: Update of Submission Due/ Submission Opening Date

DATE: January 26, 2015 **SOLICITATION NUMBER:** 22772 **BID OPENING:** February 4, 2015 11:00 AM
GROUP | TITLE: 73600 | Project Based Information Technology Consulting Services (Statewide)
DESIGNATED CONTACTS: Marc Kleinhenz, Mark Joly, Jonathan Davis, Allison White, Patricia Colomb, Margaret Pusatere, Kathy McAuley
| ITSPurchase@ogs.ny.gov

TO ALL PROSPECTIVE VENDORS:

In response to the forecast of inclement weather for New York State this week, the Submission Due/Submission Opening date for Solicitation # 22772 has been extended to **Wednesday, February 4 at 11:00 AM ET**. Vendor Submissions must be received at or before 11:00 AM Eastern Time on that date. Vendors are strongly encouraged to arrange for delivery of bids to OGS prior to the date and time of the Submission Opening. **LATE VENDOR SUBMISSIONS shall be rejected.**

All Solicitation documents can be found at the following link:

<http://www.ogs.ny.gov/purchase/biddocument/22772bid.asp>

Office of General Services
New York State Procurement (NYSPRO)
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://nyspro.ogs.ny.gov>

PURCHASING MEMORANDUM

SOLICITATION UPDATE #7

SOLICITATION NUMBER: 22772

DATE: January 23, 2015

GROUP: 76000 – Project Based Information
Technology Consulting Services (Statewide)

**PLEASE ADDRESS INQUIRIES TO
DESIGNATED CONTACTS:**

BID OPENING: January 30, 2015

Marc Kleinhenz, Mark Joly, Jonathan Davis,
Allison White, Patricia Colomb, Margaret Pusatere,
Kathy McAuley

SUBJECT: Update to Designated Contacts

Email: ITSPurchase@ogs.ny.gov

TO ALL PROSPECTIVE VENDORS:

The following individual has been added as designated contact for the above referenced Solicitation in order to comply with the Procurement Lobbying Law (State Finance Law 139-j).

New York State Office of General Services

- Mark Joly

All Solicitation documents can be found at the following link:

<http://www.ogs.ny.gov/purchase/biddocument/22772bid.asp>

REMINDER: The Submission due date is **January 30, 2015 at 11:00 AM.**

Office of General Services
New York State Procurement (NYSPRO)
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://nyspro.ogs.ny.gov>

PURCHASING MEMORANDUM

SOLICITATION UPDATE #6

SOLICITATION NUMBER: 22772

DATE: January 15, 2015

GROUP: 76000 – Project Based Information
Technology Consulting Services (Statewide)

**PLEASE ADDRESS INQUIRIES TO
DESIGNATED CONTACTS:**

BID OPENING: January 30, 2015

Marc Kleinhenz, Jonathan Davis, Allison White,
Patricia Colomb, Margaret Pusatere, Kathy
McAuley

SUBJECT: Addition of MWBE Designated
Contact

Email: ITSPurchase@ogs.ny.gov

TO ALL PROSPECTIVE VENDORS:

Addition of MWBE Designated Contact:

For the purposes of MWBE discussions, the following Designated Contact has been added:

Brian Ansari, Business Development
Division of Minority and Women's Business Development
<http://esd.ny.gov/MWBE.html>

Additional information regarding MWBE is available in Solicitation Section 5.15 Contractor Requirements and Procedures for Business Participation Opportunities For New York State Certified Minority- And Women-Owned Business Enterprises and Equal Employment Opportunities For Minority Group Members and Women.

All Solicitation documents can be found at the following link:

<http://www.ogs.ny.gov/purchase/biddocument/22772bid.asp>

REMINDER: The Submission due date is **January 30, 2015 at 11:00 AM.**

Office of General Services
New York State Procurement (NYSPRO)
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://nyspro.ogs.ny.gov>

PURCHASING MEMORANDUM

SOLICITATION UPDATE #5

SOLICITATION NUMBER: 22772

DATE: January 12, 2015

GROUP: 76000 – Project Based Information
Technology Consulting Services (Statewide)

**PLEASE ADDRESS INQUIRIES TO
DESIGNATED CONTACTS:**

BID OPENING: January 30, 2015

Marc Kleinhenz, Jonathan Davis, Allison White,
Patricia Colomb, Margaret Pusatere, Kathy
McAuley

SUBJECT: Posting of Second Inquiry Round
Responses, Updates to Solicitation, Appendix B,
Attachment 2 – Financial Submission, Attachment
3 – Technical Submission, Attachment 5 – Mini-
Bid Template, Attachment 6 – How to Use This
Contract and Attachment 7 – Intent to Submit

Email: ITSProcurement@ogs.ny.gov

TO ALL VENDORS:

This purchasing memorandum provides the summary of changes to the corresponding documents. A redline/tracked changes version of the Solicitation document and Appendix B incorporating OGS changes, in addition to a final version, have been posted to the OGS Online Bid Calendar at the following link:

<http://www.ogs.ny.gov/purchase/biddocument/22772bid.asp>.

Please carefully review the new final documents. Should there be a discrepancy among this Purchasing Memorandum, the redline/tracked changes version and the final version documents, all final versions take precedence over this memorandum.

Solicitation Document

Page 1

- Updated the list of Designated Contacts for this Solicitation. Additions are identified in red, underlined text, deletions are identified in red, crossed-out text.

DESIGNATED CONTACTS		
Marc Kleinhenz Kathy McAuley	Jonathan Davis Sergio Paneque Allison White	Patricia Colomb Margaret Pusatere
All inquiries shall be submitted to the following e-mail address: ITSProcurement@ogs.ny.gov		

- Updated the title of Appendix B to match the version name for this Solicitation. Additions are identified in red, underlined text, deletions are identified in red, crossed-out text.

The Vendor Submission must be fully and properly executed by an authorized person. By signing you certify your express authority

to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this Solicitation, Appendix A (Standard Clauses For New York State Contracts), Appendix B (General Specifications January 2015 22772 Project Based Information Technology Consulting (Statewide) OGS General Specifications), and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, bidder affirms that it understands and agrees to comply with the OGS procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b). Information may be accessed at: Procurement Lobbying:

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

Page 2

- The title of the page has been updated, from “VENDOR SIGNATURE PAGE” to “ACKNOWLEDGEMENT FORM,” in order to provide clarity as to the intention of this page.

Contents

- The table of contents has been updated in its entirety to reflect all edits in the document.

Section 1.2 In-Scope Work

- The third sentence of the first paragraph in this section has been revised to provide clarity related to projects in-scope for this Contract. The revised sentence is as follows, with additions identified in red, underlined text and deletions identified in red, crossed-out text:

An Mini-Bid may include, but will not be limited to, projects requiring: analysis, data classification, design, development, testing, quality assurance, security and associated customized training for IT based applications.

Section 1.3 Out-of-Scope Work

- Bullet 16 has been revised. Please see below for the text of the revised bullet:
- *Acquisition of non-consulting services, such as network provisioning, voice services (local, long-distance), or video bridging.*

Section 1.4 Key Events and Dates

- The second paragraph of text in this section has been revised, to correct punctuation. The revised paragraph is as follows, with additions identified in red, underlined text and deletions identified in red, crossed-out text:

Please note: *The NYS Office of General Services (OGS) Bidder Notification System (BNS) has been phased out. OGS provides all notifications on bidding opportunities through the New York State Contract Reporter site at <https://www.nyscr.ny.gov>. In order to receive information on OGS bidding opportunities, if you have not done so already, you must register for the New York State Contract Reporter at: <https://www.nyscr.ny.gov> and navigate to the "I want to find contracts to bid on" page to register for your free account.*

Section 1.5 Definitions

- The definition of “Billing Contact” has been edited to fix a grammatical issue. The edited definition is as follows, with additions identified in red, underlined text:

The name, phone number, e-mail, and billing address a customer uses on a bill for contact information.

Section 2.10 Solicitation Documents

- Bullet 3 of the bulleted list in this section has been updated to reflect the change to the Appendix B title. Please see the text of the revised bullet below, with additions identified in red, underlined text and deletions identified in red, crossed-out text:
- *Appendix B - General Specifications January 2015 ~~December 2014~~ 22772 Project Based Information Technology Consulting (Statewide)*

Section 2.11 Conflict of Terms and Conditions

- The title of Appendix B has been updated in item C to match the version name for this Solicitation. The revised title follows, with additions identified in red, underlined text, and deletions identified in red, crossed-out text.

C. *Appendix B, General Specifications January 2015 22772 Project Based Information Technology Consulting (Statewide) General Specifications; and*

Section 2.6 New York State Procurement Rights

- Sub-item H. of this section has been revised to remove a reference to the Bidder Notification System, which has been phased out. The edited item H. is as follows, with deletions identified in red, crossed-out text:

H. Change any of the schedule dates with notification through the ~~Bidder Notification System and/or~~ NYS Contract Reporter, 22772p5.docx

- Semi-colons following sub-item N. and O. have been changed to commas, to conform to the format followed by all other sub-items in the list.

Section 2.7 State Ethics Law Provision

- Sub-item E. of this section has been revised to add the word “and” following the existing comma.

Section 2.16 Periodic Recruitment

- The second sentence of the second paragraph in this section was revised. The word “Centralized” was capitalized in conformance with the convention followed in this document of capitalizing defined terms.

Section 3 Vendor Qualifications

- The first sentence in paragraph 3 of this section has been deleted in this section. The amended paragraph 3 is as follows, with the deleted sentence identified in red, crossed-out text:

~~IT projects that may be used to document the award of IT projects as a Prime Contractor (as required in Section 3.1) shall not include any of the categories of projects set forth in section 1.3 Out of Scope Work.~~ A Vendor is permitted to use the same IT project to meet the minimum qualifications for multiple lots as long as such project meets the Lot requirements.

Section 3.1 Minimum Qualifications

- Lot 1, Qualification # 3 was updated to conform to the defined terms within the Solicitation. The amended qualification is as follows, with additions identified in red, underlined text, and deletions identified in red, crossed-out text.

3. Document 2 IT projects as a Prime ~~Vendor~~ Contractor
 a. After 01/01/2010 with Government~~al~~ Entities
 b. At least \$25,000 per Project

- Lot 2, Qualifications # 3 was updated to conform to the defined terms within the Solicitation. The amended qualification is as follows, with deletions identified in red, crossed-out text.

3. Document 5 IT projects as a Prime Contractor
 a. After 01/01/2009 with Government~~al~~ Entities
 b. At least \$125,000 per Project

- Lot 3, Qualifications #2 and # 3 were updated to conform to the defined terms within the Solicitation. The amended qualifications are as follows, with additions identified in red, underlined text, and deletions identified in red, crossed-out text.

2. At least 8 years of experience delivering consultant services for IT projects which was obtained by delivering Information Technology Consulting Service Projects to Government~~al~~ Entities

3. Document 5 IT projects as a Prime Contractor
 a. After 01/01/2005 with Government~~al~~ Entities
 • b. At least \$5,000,000 per Project

- The first sentence of the second paragraph was edited to correct a grammatical issue. The edited sentence is as follows, with additions identified by red, underlined text:

For the purposes of qualification #3 in each of the lots listed above, subcontracting experience and subcontracts are specifically prohibited from being used to demonstrate compliance with the qualifications.

- A tab was removed from the first sentence of the third paragraph.

Section 4.1 Vendor Submission Content

- The incorrect word was used in the first sentence of this section. The word “indicted” was replaced by the word “indicated.”

Section 4.1.2 Electronic Vendor Submission

- Paragraph 4 of the section has been revised significantly in response to Vendor inquiry. The original version and revised version have been included below:

Original	Revised
Two (2) DVDs or two (2) USB flash drives Vendor Submissions clearly labeled, containing the following	Vendor shall submit two (2) separate electronic Vendor Submissions, each contained on a separate DVD or USB flash drive, which has been

unprotected documents, completed in their entirety and each attachment contained in three (3) separate root folders on the flash drive, signed and scanned where applicable:

clearly labeled externally following the format specified above. Included on each DVD or flash drive shall be a complete electronic Vendor Submission, which consists of all documents listed in Section 4.1.3 Submission Checklist marked with a "X" in the chart in both the Electronic Copy (Excel File) column and the Electronic Copy (Searchable .pdf File, except signed documents) column. Three folders should be created at the root of the DVD or flash drive, named as follows: "Attachment 1", "Attachment 2", and "Attachment 3." Each folder should contain the Vendor's completed Electronic Copy (Excel File) of that Attachment, along with the Vendor's Electronic Copy (PDF) of that Attachment and PDFs of any supporting Contract Files that correspond with that Attachment. Other required documents listed in Section 4.1.3 Submission Checklist should be saved at the root of the DVD or flash drive and named with the document titles provided in the chart.

Section 5.2 Appendix B

- The first paragraph has been revised to reflect the revised title for Appendix B. Please see the revised paragraph with additions identified with red, underlined text and deletions identified with red, crossed-out text:

Appendix B, Office of General Services General Specifications, dated ~~December 2014~~ January 2015 22772 Project Based Information Technology Consulting (Statewide), attached hereto, is hereby incorporated in, and expressly made a part of, this Solicitation.

Section 5.8.2 Subcontracting

- Sub-item 3 has been deleted. The sub-item that was previously numbered "4" is now sub-item 3.
- A number "5" with no associated text was deleted. The sub-item that was previously numbered "6" is now sub-item 4.

Section 5.8.3 Subcontracting Between Lots

- The first paragraph of this section has been revised, adding a new second sentence. Please see the following revised text, with additions identified in red, underlined text:

A Contractor is precluded from subcontracting with Contractors within the same lot. Such subcontracting shall be deemed a material breach of the OGS Centralized Contract. Additionally, a Contractor is not limited to only subcontracting with those companies who receive contracts resulting from this Solicitation.

Section 5.8.4 Location of Services Performed

- This section has been revised. Please see the following revised text, with additions identified in red, underlined text and deletions indicated in red, crossed-out text:

All services provided under the resultant Contract(s) and as requested in any Authorized User Agreement shall only be performed within the continental United States. Notwithstanding Appendix B Section 28 Modification of Contract Terms, ~~There~~ shall be no exceptions proposed by a ~~Contractor vendor~~ or considered by an Authorized User under the resultant OGS ~~C~~entralized ~~C~~ontract and ~~C~~ontract process.

Section 5.10 Contractor Staff

- The first sentence of the first paragraph in this section has been revised. The revised sentence is as follows, with deletions identified in red, crossed out text:

All employees of the Contractor, or of its subcontractors, who ~~shall~~ perform Project Based IT Consulting Services under the resulting Authorized User Agreement, shall possess the necessary qualifications, training, licenses, and permits as may be required within the jurisdiction where the services specified are to be provided or performed, and shall be legally entitled to work in such jurisdiction.

Section 5.10.1 Staffing Changes

- The "S" in the word "Staff" has been changed to a lower case "s" in the first sentence of sub-item 2, the first sentence of sub-item 3, sub-item 3(a)(i) and (a)(iii) and sub-item 3 (b), as staff is not a defined term within this Solicitation.

Section 5.14.1.B.c Technology Errors and Omissions

- Sentence one of this section has been revised. Please see the following revised paragraph with additions identified in red, underlined text:

The Professional and any professional sub-consultant retained by the Professional to work on the Contract shall procure and maintain during, and for a period of three (3) years after completion of the Contract, Technology Errors and Omissions Insurance in the amount of \$2,000,000.00 for claims for damages arising from computer related services including the following: consulting, data processing, programming, system integration, software development, installation, distribution or maintenance, systems analysis or design, training, staffing or other support services, any electronic equipment, computer hardware or software developed, manufactured, distributed, licensed, marketed or sold. The Technology Errors and Omissions Insurance may be issued on a claims-made policy form, in which case the Professional shall purchase at its sole cost and expense, extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.

Section 5.14.1.B.d Crime Insurance

- This section has been significantly revised. The original version and revised version have been included below:

Original	Revised
<p>1. The policy shall include coverage for all directors, officers, agents and employees of the Contractor.</p> <p>2. The policy shall include coverage for third party fidelity and name "The People of the State of New York, its officers, agents, and employees" as third party loss payees.</p> <p>3. The policy shall include coverage for extended theft and mysterious disappearance.</p> <p>4. The policy shall not contain a condition requiring an arrest and conviction.</p> <p>5. Policies shall be endorsed to provide coverage for computer crime/fraud.</p>	<p>Crime Insurance on a "loss sustained form" in an amount not less than required in Section 5.14.1.B. Insurance Requirements, including coverage for:</p> <ul style="list-style-type: none"> • Employee Theft; • Forgery or Alteration; • Inside the Premises-Theft of Money and Securities; • Inside the Premises-Robbery or Safe Burglary of Other Property; • Outside the Premises; • Computer Fraud and Funds Transfer Coverage; and • Money Orders and Counterfeit Paper Currency. <p>The limits may be provided through a combination of primary and umbrella liability policies.</p> <ul style="list-style-type: none"> • The policy must allow for reporting of circumstances or incidents that might give rise to future claims. • The policy must include an extended reporting period of no less than three (3) years with respect to events which occurred but were not reported during the term of the policy. • The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation as an Authorized User and their officers, agents, and employees, must be included as a "Loss Payees" as respects this specific amount as their interests appear. • Any warranties required by the Vendor's and Contractor's insurer as a result of this Solicitation must be disclosed and complied with. Said insurance shall extend coverage to include the principals (all directors, officers, agents and employees of the Vendor and Contractor as a result of this Solicitation. • The policy shall include coverage for third party fidelity and name "The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation as an Authorized User and their officers, agents, and employees" as "Loss Payees." • The policy shall include coverage for extended theft and mysterious disappearance. • The policy shall not contain a condition requiring an arrest and conviction. • Policies shall be endorsed to provide coverage for computer crime/fraud.

Section 5.16.1 Report of Contract Purchases

- The words "State" and "Agency" have been capitalized in the first sentence of the first paragraph in this section in conformance with the capitalization practices followed by this Solicitation.

- The first sentence of the third paragraph has been revised. The revised sentence is as follows, with deletions identified in red, crossed out text:

The required reporting elements will be provided by OGS. Reports will consist of an itemized report of all services provided orders shipped and invoiced, shall be forwarded electronically in Excel (.xls or .xlsx) Format to the OGS Centralized Contract Administrator containing the information requested within the attachment workbook.

Section 5.18 Electronic Workflow System

- The first paragraph of the section has been revised to correct a grammatical error. The word “are” has been changed to “is.”
- The second paragraph of the section has been revised. The revised paragraph is as follows, with additions identified in red, underlined text

OGS reserves the right to post information about Authorized User Contract usage of Centralized Contracts.

Section 5.21.1 Price Decreases

- The first paragraph of this section has been revised. The revised text is as follows, with additions identified in red, underlined text and deletions identified in red, crossed-out text:

Price decreases may be made at any time. Additionally, some ~~Price~~ decreases shall be calculated in accordance with Appendix B, Clause 17, Pricing.

Section 5.21.3.c Pricing Increase Requests

- The title of this section has been revised for clarity.

Section 7.1 Mini-Bid Transactional Order of Precedence

- The title of Appendix B in item C has been updated to match the version name for this Solicitation. Additions are identified in red, underlined text, deletions are identified in red, crossed-out text.

C. Appendix B, General Specifications January 2015 22772 Project Based Information Technology Consulting (Statewide) ~~General Specifications~~; and

Section 7.2 Contract Survival

- The first sentence of this section has been revised. Please see the following revised sentence, with additions identified in red, underlined text:

The starting date for each Authorized User Agreement will vary but shall not exceed three (3) years in duration.

Section 7.5.2 Eligibility to Work

- Sub-item 1 has been revised. An apostrophe has been added to the word “Non-Driver’s Identification Card.”

Section 7.5.3 Additional Requirements from Authorized Users

- Sub-item 3 has been revised. An apostrophe has been added to the word “Non-Driver’s Identification Card.”

Section 7.6 Authorized User Engagement Requirements

- Sub-item 5 has been revised to spell out an abbreviation, The revised text is as follows, with additions identified in red, underlined text:

Contractor and any subcontractors must work cooperatively with A authorized User staff and with other vendors working at A authorized User sites.

Section 7.11 Payment Schedule

- The first sentence of the first paragraph in this section has been revised to provide clarity. The revised sentence is as follows, with additions identified in red, underlined text:

Except as provided in Section 7.10 Travel, Meals and Lodging, ~~Pp~~ayments will only be made based on Deliverables outlined within the Authorized User Agreement.

Section 7.13 Mini-Bid Proposal Validity

**Solicitation 22772, Group 76000 – Project Based Information Technology Consulting Services PAGE 7
(Statewide)**

- This section has been revised. The revised section is as follows, with additions identified in red, underlined text and deletions identified in red, crossed-out text:

All ~~Contractor Vendor~~ responses to Authorized User Mini-Bids must remain open and valid for at least 60 days from the Mini-Bid opening date, unless the time for awarding the Authorized User Agreement is extended by mutual consent of the Authorized User and the ~~Contractor Vendor~~. A Vendor's Mini-Bid response shall continue to remain an effective offer, firm and irrevocable, subsequent to such 60 day period until either tentative award of the Authorized User Agreement by the Authorized User is made or withdrawal of the ~~Contractor response Vendor Submission~~ in writing by the Vendor. Tentative award of the Authorized User Agreement shall consist of written notice to that effect by an Authorized User to a successful ~~Contractor Vendor~~, who shall thereupon be obligated to execute a formal Authorized User Agreement.

**Appendix B General Specifications January 2015 22772 Project Based Information Technology Consulting
(Statewide)**

This document has been modified in response to Vendor feedback. Please see the attached document which identifies all changes made within the text of the document.

Attachment 2 – Financial Submission

This document has been modified in response to Vendor feedback as follows:

- The “Vendor Price List Form” has been reformatted to allow Vendors to adjust the width and height of the response cells.
- The ability to add rows to the bottom of the “Vendor Price List Form” has been added.

Attachment 3 – Technical Submission

This document has been modified in response to Vendor feedback as follows:

- A security message that was appearing regarding links has been removed.
- All Lot Response Form tabs have been updated to allow Vendors to adjust the width and height of the response cells.

In addition, specific changes were made to the following tabs. The following list details the changes made:

Lot 1 Response Form tab

- The “Attached Contract Document File Name” column has been unlocked to allow data entry;
- Three drop down boxes on the form have been unlocked to allow Vendors to answer “Yes” or “No” to the questions.

Lot 2 Response Form tab

- Data validation on the “Government Contract Qualifying Value” column has been removed from the chart under question # 3.

Attachment 5 – Mini-Bid Template

Page 1

- The Contract Category section has been revised to add “Fixed-Price Basis Only” and a text field for the Authorized User to enter the Lot Number.

Contract Term, Extensions and Enhancements/Change Request

- The title for this section has been changed to “Contract Term, Extensions and Enhancements/Change Request.” The title was formerly “Contract Term, Extensions and Enhancements/Change Orders.”
- Paragraph 3 of the section was relabeled, from “CHANGE ORDERS” to “CHANGE REQUEST.”
- The following sentence was added to paragraph 4 of this section:
“An Authorized User may include an enhancement budget in the Mini-Bid.”
- The third subsection of this section has been revised. Please see the following changes, with additions identified in red, underlined text and deletions identified in red, crossed-out text:

Authorized User’s Maximum Enhancement Budget Allowable Percentage %

This figure ~~should be~~ is applied after the negotiations with Tentative Awardee and should not be included with the Vendor’s submission in response to this document.

Introduction

- Paragraph one of this section has been revised. Please see the revised paragraph below, with additions identified in red, underlined text:

This Mini-Bid is being distributed to the Contractors awarded under Lot INSERT LOT NO. to acquire Project Based Information Technology (IT) Services for INSERT AUTHORIZED USER NAME, an Authorized User of OGS Centralized Contract Award 22772 on a fixed-price basis.

Section 2.1 Project Requirements

- Bullet 5 has been deleted. The text of the deleted bullet was:
- *Specify background check requirements and additional security requirements*

Section 2.2 Project Consulting Key Personnel Requirements

- The eighth sentence of the paragraph has been revised. Please see the following revised sentence, with additions identified in red, underlined text:

All positions listed as “key personnel” are expected to work the entire Authorized User Agreement duration, unless otherwise negotiated and approved by the Authorized User in accordance with the OGS Centralized Contract terms.

- A new column has been added to the response table, labeled “Key Personnel” to allow an Authorized User to designate key personnel.

Section 2.7 Authorized User Security Requirements

- A new section has been added “Authorized User Security Requirements” to allow an Authorized User to specify any background check requirements, confidentiality Non-Disclosure requirements and additional security requirements.

Section 3.3 Additional Terms and Conditions

- This section has been revised. Please see below for the revised text, with additions identified in red, underlined text and deletions identified in red, crossed-out text:

~~*(In this section, Authorized User can add terms and conditions specific to this Mini-Bid and the resultant Authorized User Agreement. See Appendix B Section 28 Modification of Contract Terms.*~~

~~*Additionally, the Authorized User shall note terms and conditions specific to this mini-bid as a result of the funding source requirements (such as federal funding).*~~

In accordance with Appendix B, Section 28, Modification of Contract Terms, an Authorized User may add additional required terms and conditions to this Mini-Bid and resultant Authorized User Agreement only if such terms and conditions are more favorable to the Authorized User and do not conflict with or supersede the OGS Centralized Contract terms and conditions. Examples of additional terms and conditions include:

- *Expedited delivery timeframe;*
- *Additional incentives, such as discount for expedited payment/Procurement Card use; and*
- *Any additional requirements imposed by the funding source.*

If Authorized User is subject to the requirements of State Finance Law sections 139-j and 139-k, it must set forth its Procurement Lobbying Law notifications in this section.)

Section 3.7 Travel

- This section has been revised. Please see below for the revised text, with additions identified in red, underlined text and deletions identified in red, crossed-out text:

(If determined to be necessary by the Authorized User, the Authorized User may authorize the Contractor to submit a proposal that seeks separate reimbursement for travel expenses. If so, the Authorized User must state the forms and conditions of travel that will be

considered for reimbursement, i.e. travel, lodging, meals, per diem, etc. All rules and regulations associated with this travel can be found at <http://osc.state.ny.us/agencies/travel/travel.htm>. In no case will any travel reimbursement be paid that exceeds these rates. All travel must be included in the Mini-Bid response. Travel shall ~~will~~ be paid only as part of a Deliverable specified within the Authorized User Agreement and must be billed with that associated Invoice with receipts attached. If travel reimbursement is not necessary, please delete the travel line from financial template.)

Section 3.8 Retainage

- This section has been revised. Please see below for the revised text, with deletions identified in red, crossed-out font: (An Authorized User may ~~if determined to be beneficial to the Authorized User, the Authorized User is required to~~ include a provision to retain a percentage of each individual Deliverable payment of no more than 20% until the acceptance of the complete Deliverable or project. Additionally, the Authorized User may include a provision that retainage may be reduced when the Contractor substantially reduces the agreed upon deliverable timeline. The Authorized User must include the requirement for retainage, the total percentage of retainage to be withheld, and the potential reduction from the withhold in this area.)

Section 3.9 Additional Incentives

- A new section has been added. Please see below for the complete section text: (An Authorized User may include an invitation to Contractors to propose additional incentives, such as a better offer from the OGS Centralized Contract (see Appendix B Section 28) or an enhanced offer related to the Authorized User specific terms, for example: security terms or the retainage.)

Contractor Response Template

- A space was added on the Contractor Response Template to allow Contractors to provide additional incentives when responding to a Mini-Bid.

Attachment 6 – How to Use This Contract

Section 1.2 Lot Values

- Please see below for the revised chart from this section. Additions are identified in red, underlined text:

Project Value	Lot Number
Up to \$200,000	Lot 1 Limited to MWBEs and <u>NYS</u> SBEs
\$200,001 - \$7,500,000	Lot 2
\$7,500,001 - \$25,000,000	Lot 3

- The first sentence of the second paragraph in this section has been revised. Please see below for the revised text, with additions identified in red, underlined text:

The estimated project value (inclusive of any enhancement budget) shall be used to determine which Lot shall be used. There can be no more than one Lot selected per project.

Section 1.4 Contract Terms and Conditions

- This section has been revised. Please see below for the revised text with additions identified in red, underlined text and deletions identified in red, crossed-out text:

~~The contractual terms and conditions of this Contract are available at New York State Procurement. These terms and conditions contain additional instructions and details for inclusion in a Mini-Bid.~~ An Authorized User must understand these terms and conditions of the OGS Centralized Contract prior to project development. ~~See Appendix B Section 28 regarding modification of Contract terms.~~

In accordance with Appendix B, Section 28, Modification of Contract Terms, an Authorized User may add additional required terms and conditions to the RFQ and resultant Authorized User Agreement only if such terms and conditions are more favorable to the Authorized User and do not conflict with or supersede the OGS Centralized Contract terms and conditions. Examples of additional terms and conditions include:

- Expedited delivery timeframe;
- Additional incentives, such as discount for expedited payment/Procurement Card use; and
- Any additional requirements imposed by the funding source.

Section 1.5 Additional Contractor Terms and Conditions Within An Authorized User Agreement

- This section has been added. Please see below for the text for this section:

As part of Contractor's response to an Authorized User RFQ/SOW, a Contractor may propose additional terms and conditions which do not contradict or violate any of the terms and conditions of this Contract, are more advantageous to the Authorized User, and place no additional liability or responsibility on the Authorized User. Such additional terms and conditions may be allowed and incorporated into the Authorized User Agreement, provided the Contractor identifies such terms and conditions in Contractor's response to the Authorized User's RFQ/SOW and the Authorized User accepts such additional terms and conditions. Authorized User should review any such terms and conditions proposed by Bidder to ensure compliance with the Contract.

Section 1.6 Statutory Requirements

- This section has been renumbered. This section was formerly 1.5.

Section 1.7 Examples of Services Available under Project Based IT Consulting Services Contracts

- This section has been renumbered. This section was formerly 1.6.
- Bullet 16 has been revised. Please see below for the text of the revised bullet:

Acquisition of non-consulting services, such as network provisioning, voice services (local, long-distance), or video bridging

Section 1.8 Examples of Services Excluded from Project Based IT Consulting Services Contracts

- This section has been renumbered. This section was formerly 1.7.

Section 1.9 Develop a Statement of Work

- This section has been renumbered. This section was formerly 1.8.
- This section has been revised. Please see below for the revised text, with additions identified in red, underlined text and deletions identified in red, crossed-out text:

The Authorized User ~~should~~ will fully identify their project needs, ~~which may include including~~ but are not limited to such factors as:

- *Systems to integrate with;*
- *Hardware and software environment;*
- *"As-is" state of project;*
- ~~*Available funding (if Authorized User wishes);*~~
- *Any additional requirements imposed by the funding source;*
- *Location where work will be performed;*
- *Deliverables/payment points;*
- *Implementation end date;*
- *"To-be" state of project;*
- *Available State staffing resources; and*
- *Knowledge transfer.*
- ~~*Long term maintenance considerations.*~~

Using the above information, the Authorized User will develop a Statement of Work (SOW) with enough specificity to allow a Bidder to adequately respond to a Mini-Bid.

Section 1.10 Develop a Procurement Plan

- This section has been renumbered. This section was formerly 1.9

Section 1.11 Additional Considerations for the Authorized User

- This section has been renumbered. This section was formerly 1.10
- This section has been revised. Please see below for the revised text, with additions identified in red, underlined text and deletions identified in red, crossed-out text:
- *Prior to selection of the appropriate Lot, the Authorized User must calculate the anticipated cost of the Project using its estimated hours of work required to complete the Project. The Authorized User may include an enhancement budget (see Attachment 5 for a description.) If an enhancement budget is included, ~~t~~This calculation must include ~~the any~~ allowable Enhancement budget amount anticipated to be included in the total value (up to 10%). This approximate cost shall be used in the selection of the appropriate Lot.*

~~Provisions for an Enhancement Budget, if determined to be necessary, must be included. If an Enhancement budget is included, notice must be provided~~ in the Mini-Bid. If an Enhancement Budget provision is not included, it ~~will~~ shall not be available under the final Authorized User Agreement.

- An Authorized User is cautioned that misidentifying the Lot incorrectly scoping the anticipated financial portion of which their project falls under may result in bids that fall outside of the selected Lot structure. Bid(s) falling outside the solicited Lot structure **MUST BE REJECTED**. Should this occur, Authorized Users need to consider reassessing the transaction to determine if a rebid would result in a better value
- ~~If less than three (3) valid proposals are received, an Authorized User must canvass all the no-bid responses and no-replies for the reasons that the Vendor(s) did not participate and document the results of such canvass in the Procurement Record~~
- ~~If an Authorized User receives more than 50 percent of bids outside of the solicited Lot structure, then the Authorized User should:~~
 - ~~reassess whether the selection of Lot structure was correct;~~
 - ~~consider rebidding; and~~
 - ~~if a determination is made to proceed with the received bids, document for the Procurement Record how it was determined that the assessment and selection of the Lot structure was correct.~~
- The evaluation tools, criteria and scoring factors weighting must be finalized prior to the Bid opening date. Best practice is that evaluation tools, criteria and weighting are finalized prior to Mini-Bid release.
- Prior to entering into any Authorized User Agreement, the Authorized User must check the OGS Centralized Contract website to ensure the Tentative Awardee has submitted all the required Insurance documentation to OGS and that such insurance coverage is current. If the required insurance has already been provided to OGS and is current, then the Authorized User may proceed with the transaction. If approved Insurance documentation is absent, the Authorized User must advise the Contractor to submit the required Insurance documentation to the OGS Contract Administrator and shall not execute the Authorized User Agreement until it confirms that all the required insurance have been submitted to OGS. Once OGS receives, reviews and approves the insurance documentation, the OGS Centralized Contract website will be updated to reflect the change and agreement can proceed.

Section 1.12 Evaluation of Mini-Bids

- This section has been renumbered. This section was formerly 1.11

Section 1.13 Notification of Mini-Bid Results

- This section has been renumbered. This section was formerly 1.12

Section 1.14 Negotiation with Tentative Awardee

- This section has been renumbered. This section was formerly 1.13

Section 1.15 Change Request

- This section has been renumbered. This section was formerly 1.14
- This section has been revised. Please see below for the revised text, with additions identified in red, underlined text and deletions identified in red, crossed-out text:

The Authorized User reserves the right to reasonably amend a Fixed-Price Deliverable, provided the amendment does not materially change the Scope of the Deliverable, without a cost increase. Although the Authorized User has endeavored to identify many tasks associated with a Fixed-Price Deliverable (Tasks), additional Tasks which can reasonably be anticipated to carry out the Deliverable shall be within the scope of the Deliverable, and shall not result in a cost increase. Change Requests ~~Orders~~ will be authorized using Attachment 9 – No Cost Change Request Template. Written approval is required from both the Contractor and the Authorized User regarding the no cost change order.

Section 1.16 Enhancement Budget

- This section has been renumbered and renamed. This section was formerly 1.15 Enhancements.

Section 1.17 Procurement Record

- This section has been renumbered. This section was formerly 1.16

Section 1.18 Office of the State Comptroller

- This section has been renumbered. This section was formerly 1.17

Section 1.19 New York State Procurement Guidelines

- This section has been renumbered. This section was formerly 1.18

Attachment 7 – Intent to Submit

- This attachment has been modified in response to Vendor feedback. Formatting issues that were prohibiting data entry in this form have been corrected.

The updated Attachments listed above, as well as all other Solicitation Documents may be reviewed and downloaded from the OGS Bid Calendar at the following URL:

<http://www.ogs.ny.gov/purchase/biddocument/22772bid.asp>

Office of General Services
New York State Procurement (NYSPRO)
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://nyspro.ogs.ny.gov>

PURCHASING MEMORANDUM

SOLICITATION UPDATE #4

SOLICITATION NUMBER: 22772

DATE: December 3, 2014

GROUP: 76000 – Project Based Information
Technology Consulting Services (Statewide)

BID OPENING: January 30, 2015

SUBJECT: Summary of Changes to Solicitation
22772

**PLEASE ADDRESS INQUIRIES TO
DESIGNATED CONTACTS:**

Marc Kleinhenz, Jonathan Davis, Allison White,
Patricia Colomb, Margaret Pusatere, Kathy
McAuley, Sergio Paneque
Email: ITSPurchase@ogs.ny.gov

TO ALL VENDORS:

Due to the detailed and thoughtful feedback received from the Vendor community, significant changes have been made to solicitation documents. One example is this solicitation has been revised to allow Authorized Users the option to reimburse for travel. This purchasing memorandum provides the summary of changes to the corresponding document. A redline/track change version of the Solicitation document and Appendix B incorporating OGS changes, in addition to a final version, have been posted to the OGS Online Bid Calendar at the following link: <http://www.ogs.ny.gov/purchase/biddocument/22772bid.asp>.

Please carefully review the new final documents and attachments for the Second Inquiry period and responsive Vendor Submission. Should there be a discrepancy among this Purchasing Memorandum, the redline/track change version and the final version documents, the All final versions take precedence over this memorandum.

Revisions to Solicitation Document

Page 1

- The Submission Opening date has been changed from December 10, 2014 to January 30, 2015.
- Designated Contacts have been changed as follows:

Removed Names	Added Names
<i>David Burmaster</i>	<i>Marc Kleinhenz, Patricia Colomb, Allison White, Margaret Pusatere, Kathy McAuley</i>

- The Vendor Information block on Page 1 has been altered in the following manner:
 - Added language: "NYS Minority Owned Business" changed to "NYS Certified Minority Owned Business;"
 - Added language: "NYS Women Owned Business" changed to "NYS Certified Women Owned Business;" and
 - Added spaces to the form to collect the following information: "Vendor's Signature" "Title" "Printed or Typed Name" and "Date."

Section 1.3 Out-of-Scope Work

- The following service offerings were added to the list of examples of out-of-scope work:
 - *Hardware Maintenance and support;*
 - *Software Maintenance and support;*

- Ongoing Maintenance and support;
- Services priced on a Per Asset Basis;
- Services priced on a contingency basis;
- E-Learning; and
- Networking (including wireless), voice, video and data center services.

Section 1.4 Key Events and Dates

- The chart of Key Events and Dates has been changed significantly. Please see the following updated chart with the amended schedule:

Event	Date/Time
<i>Solicitation Release</i>	09/30/2014
<i>Closing Date for Pre-Vendor Submission Conference Registration</i>	10/06/2014 11:00 AM Eastern
<i>Pre-Vendor Submission Conference (Optional)</i>	10/10/2014
<i>First Inquiry and Bid Deviations Due at OGS</i>	10/15/2014 11:00 AM Eastern
<i>Posting of Answers to Inquiries by OGS</i>	12/03/2014
<i>Second Inquiry Due at OGS</i>	12/16/2014 11:00 AM Eastern
<i>Anticipated Posting of Answers to Inquiries by OGS</i>	1/12/2015
<i>Intent to Submit/Vendor Responsibility Certification Due (Optional)</i>	1/28/2015 11:00 AM Eastern
<i>Submission Due/Submission Opening</i>	1/30/2015 11:00 AM Eastern
<i>Anticipated Contract Award Notification Begins</i>	2/27/2015

- The following paragraph was updated as a result of the phasing out of the OGS BNS system. Please see below for the revised paragraph:

“Please note: The NYS Office of General Services (OGS) Bidder Notification System (BNS) has been phased out., OGS provides all notifications on bidding opportunities through the New York State Contract Reporter site at <https://www.nyscr.ny.gov>. In order to receive information on OGS bidding opportunities, if you have not done so already, you must register for the New York State Contract Reporter at: <https://www.nyscr.ny.gov> and navigate to the "I want to find contracts to bid on" page to register for your free account. “

Section 1.5 Definitions

- Defined term “Fixed Price Contract” has been renamed to “Fixed Price Authorized User Agreement,” with the following change to the definition:

Original	Revised
<i>A contract that provides for a price that is not subject to any adjustment for the specified deliverable.</i>	<i>An agreement that provides for a price that is not subject to any adjustment for the specified deliverable.</i>

- The definition for the defined term “Knowledge Transfer” has been changed as detailed below:

Original	Revised
<i>The transfer of knowledge from the Contractor to the Authorized User. Knowledge Transfer can include full written system documentation including all system changes, training classes, manuals and other items. These are to be provided at no additional cost. Knowledge Transfer should be identified as a no additional cost Deliverable. All materials will be the property of the Authorized User unless specifically negotiated during the award process.</i>	<i>The transfer of knowledge from the Contractor to the Authorized User. Knowledge Transfer can include full written system documentation including all system changes, training classes, manuals and other items. All materials will be the property of the Authorized User unless specifically negotiated during the award process.</i>

- The definition for the defined term “Deliverables” has been changed as detailed below:

Original	Revised
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<p>All services or products created during the performance or provision of Services hereunder or identified as a “Deliverable” in an applicable Mini-Bid. A Deliverable is a building block of an overall project. For the purposes of this Solicitation and the resulting Contract, a deliverable shall not be set forth as a status report, meeting attendance, a block of staff hours, or an invoice submission. For the purposes of this solicitation and resulting contract a milestone shall mean Deliverable.</p>	<p>All services or products created during the performance or provision of Services hereunder or identified as a “Deliverable” in an applicable Mini-Bid. A Deliverable is a building block of an overall project. For the purposes of this Solicitation and the resulting Contract, a deliverable shall not be set forth as a status report, meeting attendance, a block of staff hours, or an invoice submission.</p>
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Section 2.2 Inquiries and Proposed Bid Deviations

- The following changes, with deletions indicated by crossed out, red font, were made to the first two paragraphs of this section, to reflect that OGS will accept submissions of bid deviations and extraneous terms during both rounds of inquiries:

Questions regarding the Solicitation shall only be submitted to ITSProcurement@ogs.ny.gov and will only be accepted via e-mail. ~~Bid deviations or extraneous terms shall only be submitted during the first round of inquiries.~~ Please use Attachment 4 – Inquiry and Bid Deviation Template to submit any questions and bid deviations/extraneous terms. Answers to all questions and bid deviations/extraneous terms of a substantive nature will be provided to all prospective Vendors in the form of a question and answer document, which will be posted on the OGS website.

~~Inquiries in the second inquiry period must be limited to a clarification of inquiries or answers from the first inquiry period.~~ Please use the second tab found within Attachment 4 – Inquiry and Bid Deviation Template to submit any questions during the second inquiry period. ~~During the second inquiry period, a Vendor shall only raise potential questions, assumptions, exceptions, caveats, etc. to the terms and conditions, and requirements of this Solicitation with respect to language altered by OGS as a result of the First Inquiry and Bid Deviation period.~~

Section 2.6 New York State Procurement Rights

- The following change was made as follows, with deletions indicated by crossed out, red font and additions indicated by underlined, red font:

L. Adopt all or any part of a Vendor’s Submission in selecting the optimum ~~configuration~~ solution.

Section 2.8 Downstream Prohibition

- The following sentence was added to this section:

“See State Finance Law section 163a and section 163 (2) for additional information on the statutory prohibitions. Non State agency Authorized Users may have additional statutory prohibitions. “

Section 3.1 Minimum Qualifications

- The chart “Minimum Qualifications” has been altered significantly. Please refer to the following updated chart to review the revised minimum requirements for each Lot:

Minimum Qualifications
<p>Lot 1– For projects up to \$200,000 total Vendor Eligibility for this Lot is limited to the following:</p> <ul style="list-style-type: none"> Vendor is a New York State Certified Minority- or Women-Owned Business Enterprise; or Vendor meets the definition of a New York State Small Business which is as follows: <ul style="list-style-type: none"> A business which is resident in New York State, independently owned and operated, not dominant in its field and employs three hundred or less persons.
<p>Qualifications</p> <ol style="list-style-type: none"> At least 2 years of continuous operation for the 2 years prior to and including the Solicitation Release date At least 2 years’ experience delivering consultant services for IT projects which was obtained by delivering Information Technology Consulting Service Projects to Governmental entities Document 2 IT projects as a Prime Vendor <ol style="list-style-type: none"> After 01/01/2010 with Governmental Entities At least \$25,000 per Project

Lot 2 – For projects between \$200,001 and \$7,500,000 total

Qualifications

1. At least 4 years of continuous operation for the 4 years prior to and including the Solicitation Release date
2. At least 4 years' experience delivering consultant services for IT projects which was obtained by delivering Information Technology Consulting Service Projects to Governmental entities
3. Document 5 IT projects as a Prime Contractor
 - a. After 01/01/2009 with Governmental Entities
 - b. At least \$125,000 per Project

Lot 3 – For projects between \$7,500,001 and \$25,000,000 total

Qualifications

1. At least 8 years of continuous operation for the 8 years prior to and including the Solicitation Release date
2. At least 8 years of experience delivering consultant services for IT projects which was obtained by delivering Information Technology Consulting Service Projects to Governmental entities
3. Document 5 IT projects as a Prime Contractor
 - a. After 01/01/2005 with Governmental Entities
 - b. At least \$5,000,000 per Project

- The following three paragraphs were added in their entirety to this section in order to provide further direction to Vendors regarding the experience that can be used to meet the minimum requirements for this Solicitation:

For the purposes of qualification #1 and #2 in each of the lots listed above, Vendor experience in both a Prime Contractor and Subcontractor role may be used to demonstrate compliance with the qualification.

For the purposes qualification #3 in each of the lots listed above, Subcontracting experience and subcontracts are specifically prohibited from being used to demonstrate compliance with the qualifications. Indefinite delivery, indefinite quantity (IDIQ) contracts shall not be used to demonstrate compliance with this qualification.

For the purposes of all qualifications listed in this Section, contracts billed on a Time and Materials Basis (T & M), may be used, in addition to fixed price contracts, If the fixed price contract currently in place had a backup matrix which included hourly rates to support the fixed price as part of its submitted proposal, or if the contract has additional time and material rates in addition to the fixed price budget, then this could be used as price justification of a governmental contract. If not, the contract could be used to support minimum qualification # 3 for the specific Lot, but not as price justification for Attachment 2 - Financial Submission.

Section 3.3 Designated Personnel

- Vendors are asked to provide contact information for an Emergency Contact, as described below in the following numbered item added to this section:
- 3. A designated Emergency Contact. The Emergency Contact will be available to OGS 24 hours a day, 365 days per year.

Section 3.4 Reasonableness of Price

- The following bullet point was deleted from the list of acceptable comparison pricing examples in this section:
- Pricing equal to or better than any other pricing or discount terms offered to non-government commercial customers (Identify Customer Name).
- The following paragraph was added to this section, following the list of acceptable comparison pricing examples:

OGS reserves the right to independently review all other government contract pricing utilized by the Vendor and use as a basis to determine reasonableness of price in accordance with this Section.

Section 4.1.1 Hard Copy Vendor Submission

- The following sentence was added to the second paragraph in this section to clarify document submission format requirements:
All hard copy documents must also be submitted as electronic copies.

Solicitation 22772, Group 76000 – Project Based Information Technology Consulting Services PAGE 5 (Statewide)

- The list of documents that was previously included in this section, listing all documents required for a complete hard copy Vendor Submission, has been deleted and consolidated into Section 4.1.3 Submission Checklist.

Section 4.1.2 Electronic Vendor Submission

- The following sentence was added as an opening paragraph in this section to clarify document submission requirements:

Vendor is to submit two electronic files as indicated in Section 4.1.3 Submission Checklist

- The following additions, identified in underlined, red font, have been made to the second, third and fourth paragraph in this section to clarify document submission format requirements:

Electronic media shall be included on Microsoft Windows formatted USB flash drives or DVDs and must be clearly labeled. All Vendor Submissions shall be saved in separate unprotected files in Microsoft Office products (Word and Excel) in product release 2007 or higher. Pages where a signature is required must be printed, signed, scanned and submitted as a .pdf file.

Two (2) DVDs or two (2) USB flash drives Vendor Submissions clearly labeled, containing the following unprotected documents, completed in their entirety and each attachment contained in three (3) separate root folders on the flash drive, signed and scanned where applicable.

In the event that there are any inconsistencies between the electronic Submissions and the hard copy Submissions, the hard copy will be deemed controlling by OGS when reviewing each submission. For the contract files submitted for Attachment 2 and 3, however, the electronic Submission will be deemed controlling.

- The list of documents that was previously included in this section, listing all documents required for a complete electronic copy Vendor Submission, has been deleted and consolidated into Section 4.1.3 Submission Checklist.

Section 4.1.3 Submission Checklist

- In order to better illustrate document submission format requirements for Vendors, a new section 4.1.3 Submission Checklist has been added. The section contents have been included below:

To ensure that Vendor Submissions are submitted to NYSPRO in the correct format (hard copy, electronic copy (excel format) and/or electronic copy (.pdf file), Vendors shall submit documents as outlined in the Submission Checklist below. NYSPRO requests submission of electronic files in the same order and naming convention as the Submission Checklist.

<i>Name of Document</i>	<i>Tab</i>	<i>Hard Copy</i>	<i>Electronic Copy (Excel File)</i>	<i>Electronic Copy (Searchable .pdf File, except signed documents)</i>
<i>Solicitation Cover Page & Vendor Signature Page (pgs. 1 & 2 of this Solicitation)</i>		X	N/A	X
<i>Attachment 1 – Administrative Submission</i>	<i>Cover Sheet</i>	X	X	X (Signed and Scanned)
<i>Attachment 1 – Administrative Submission</i>	<i>Affirmative Statements</i>	X	X	X
<i>Attachment 1 – Administrative Submission</i>	<i>Encouraging Use of NYS Businesses</i>	X	X	X
<i>Attachment 1 – Administrative Submission</i>	<i>NYS Required Certifications Tab</i>	X	X	X (Signed and Scanned)
<i>Attachment 1 – Administrative Submission</i>	<i>Procurement Card</i>	X	X	X
<i>Attachment 1 – Administrative Submission</i>	<i>Vendor Responsibility</i>	X	X	X
<i>Attachment 1 – Administrative Submission</i>	<i>FOIL Redaction</i>	X	X	X
<i>Attachment 1 – Administrative Submission</i>	<i>Designated Personnel</i>	X	X	X
<i>Proof of Compliance with Contractor Insurance Requirements</i>		X	N/A	X
<i>Completed and Signed ST-220-CA</i>		X	N/A	X (Signed and Scanned)
<i>Completed EE0 100 Form (see Section 5.15)</i>		X	N/A	X (Signed and Scanned)
<i>Attachment 2 - Financial Submission</i>	<i>Cover Sheet</i>	X	X	X

<i>Name of Document</i>	<i>Tab</i>	<i>Hard Copy</i>	<i>Electronic Copy (Excel File)</i>	<i>Electronic Copy (Searchable .pdf File, except signed documents)</i>
<i>Attachment 2 - Financial Submission</i>	<i>Affirmative Statements</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>Attachment 2 - Financial Submission</i>	<i>Vendor Price List Form</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>Attachment 2 - Financial Submission</i>	<i>Contract Files as Referenced In This Submission*</i>	<i>N/A</i>	<i>N/A</i>	<i>X</i>
<i>Attachment 3 – Technical Submission</i>	<i>Cover Sheet</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>Attachment 3 – Technical Submission</i>	<i>Applicable Lot Responses</i>	<i>X</i>	<i>X</i>	<i>X</i>
<i>Attachment 3 – Technical Submission</i>	<i>Contract Files as Referenced In This Submission*</i>	<i>N/A</i>	<i>X</i>	<i>X</i>

Section 4.5 Vendor Submission Delivery Instructions

- The Submission Opening Date and Time has been updated from December 10, 2014 to January 30, 2015 to correspond with Section 1.4 Key Events and Dates.

Section 4.7 Vendor Submission Validity

- The period of validity for Vendor Submission has been changed from 270 days from the Submission opening date, to 180 days from the Submission opening date.

Section 5.2 Appendix B

- Appendix B has been updated specifically for this Solicitation. This version is identified as “December 2014 22772 Project Based Information Technology Consulting (Statewide)” and this identification has been added to this section.

Section 5.2.1 Amendments, II.A. Informal Dispute Resolution Process

- Paragraph 3 of this sub-section has been altered, with deletions identified by crossed-out, red font:

If negotiation between the Contractor and Authorized User fails to resolve any such dispute to the satisfaction of the parties within fourteen (14) business days or as otherwise agreed to by the Contractor and Authorized User, of such notice, then the matter shall be submitted to the State's Contract Administrator and the Contractor's ~~senior executive officer or higher as its~~ ~~of the rank of Vice President or higher as its~~ representative. Such representatives shall meet in person and shall attempt in good faith to resolve the dispute within the next fourteen (14) business days or as otherwise agreed to by the parties. This meeting must be held before either party may seek any other method of dispute resolution, including judicial or governmental resolutions. Notwithstanding the foregoing, this section shall not be construed to prevent either party from seeking and obtaining temporary equitable remedies, including injunctive relief.

Section 5.3.1 Contract Incorporation

- A new sub-section header has been added for clarity to a paragraph formerly found directly under the 5.3 section header. No change has been made to that paragraph.

Section 5.3.2 Contract Creation/Execution

- The following section has been added. The contents are included below in their entirety:

5.3.2 Contract Creation / Execution

A Contract shall be deemed executed and created with the successful Bidder(s) upon the OGS Commissioner's mailing or electronic communication to the address on the Bid/Contract of a fully executed Contract.

Section 5.4. Text formerly located in this section has been moved to Section 7.1.

Section 5.8.2 Subcontracting

- Numbered item 5 has been deleted from the list in this section. The deleted text follows:

The Contractor shall, within five (5) business days of the State or Authorized User written request, file promptly with the requestor a copy of any subcontract providing services for an Authorized User Agreement.

- Numbered item 6 has been renumbered as 5, as a result of the above described deletion.

Section 5.8.3 Subcontracting Between Lots

- The following section has been added to illustrate subcontracting scenarios permitted and restricted under the resultant Contracts:

5.8.3 Subcontracting Between Lots

A Contractor is precluded from subcontracting with Contractors that they are bidding against in the same lot. Additionally, a Contractor is not required to subcontract only with those companies who receive contracts resulting from this Solicitation. The following example depicts allowable scenarios for Subcontracting between lots. An “X” indicates the Vendor holds a centralized contract within a specific lot for Project Based Information Technology Consulting Services.

	<u>Lot 1</u>	<u>Lot 2</u>	<u>Lot 3</u>
Vendor A	X		
Vendor B	X	X	
Vendor C		X	X
Vendor D			X
Vendor E¹			

¹ Vendor E represents any entity that does not hold a centralized contract for Project Based Information Technology Consulting Services

- Scenario 1 – Authorized User submits a Mini-Bid for Lot 1
 - Vendor A and Vendor B are precluded from subcontracting with one another because both vendors are in the same lot
 - Vendor A may subcontract with Vendor C and/or Vendor D and/or Vendor E
 - Vendor B may subcontract with Vendor C and/or Vendor D and/or Vendor E
- Scenario 2 – Authorized User submits a Mini-Bid for Lot 2
 - Vendor B and Vendor C are precluded from subcontracting with one another because both vendors are in the same lot
 - Vendor B may subcontract with Vendor A and/or Vendor D and/or Vendor E
 - Vendor C may subcontract with Vendor A and/or Vendor D and/or Vendor E
- Scenario 3 – Authorized User submits a Mini-Bid for Lot 3
 - Vendor C and Vendor D are precluded from subcontracting with one another because both vendors are in the same lot
 - Vendor C may subcontract with Vendor A and/or Vendor B and/or Vendor E
 - Vendor D may subcontract with Vendor A and/or Vendor B and/or Vendor E

Section 5.8.4 Location of Services Performed

- A new section was added. The section contents are included below:

5.8.4 Location of Services Performed

All services provided under the resultant Contract(s) and as requested in any Authorized User Agreement shall only be performed within the continental United States. There shall be no exceptions proposed by a vendor or considered by an Authorized User under the resultant OGS centralized contract and contract process.

Section 5.9 Removal of Records from Premises

- The following sentence was added to the end of the section:

In no case, with or without the written approval of the Authorized User, can the Authorized User data be accessed, moved or sent outside the continental United States.

Section 5.10.1 Staffing Changes

- This section has been revised. The revised text of the section has been included in its entirety below:

5.10.1 Staffing Changes

1. Any staffing represented as key personnel are anticipated to fulfill the entire duration of the assignment per the Authorized User Agreement. If staffing changes are required for any of the key personnel on the project prior to the completion of his or her assignment period, the Contractor shall first, before proceeding with such removal, consult with and seek the approval of the Authorized User. If, after said consultation, it is mutually agreed that such removal shall take place, the Contractor shall provide the resumes of two (2) or more potential replacements with similar or better qualifications for the Authorized User review and approval within five (5) business days, or as otherwise agreed to by the Authorized User.

The newly-assigned Contractor staff must have qualifications as good as or better than those of the replaced staff. At the commencement of the transition period, the departing staff and the new staff will work together to develop a written transition plan to transition the responsibilities. The Authorized User reserves the right to approve this transition plan.

2. The Authorized User shall also have the right in its reasonable discretion to request removal of a Contractor Staff member at any time, and the Contractor must provide the resumes of two (2) or more potential replacements with similar or better qualifications for the Authorized User’s review and approval within five (5) business days, or as otherwise agreed to by the Authorized User.
3. Where Contractor Staff ceases work for reasons beyond the control of the Contractor, the Contractor must immediately notify the Authorized User and provide the resumes of two (2) or more potential replacements with similar or better qualifications for the Authorized User’s review and approval within five (5) business days, or as otherwise agreed to by the Authorized User.
 - a) Reasons beyond the control of the Contractor shall be defined as: (i) death of the Contractor Staff member; (ii) disability or illness; (iii) Contractor Staff member resigns his or her position; (iv) termination for cause by the Contractor; (v) military service or (vi) any other reason deemed acceptable by the Authorized User.
 - b) The provisions of this section do not preclude any Contractor Staff member from reasonable sick leave or annual leave.
4. Upon the Authorized User’s approval, replacement staff will become project staff and will be subject to the terms and conditions of the Contract and Authorized User Agreement.

If the Authorized User does not approve one of the proposed replacement candidates, the Contractor must provide additional candidates for the Authorized User’s review within five (5) business days or as otherwise agreed to by the Authorized User. The Authorized User shall not unreasonably withhold approval of replacement candidates.

If the Authorized User still does not find a proposed replacement acceptable, the Authorized User reserves the right to suspend activities under the Authorized User Agreement.

Section 5.12 Confidentiality and Privacy Policies and Laws

- The first paragraph has been revised. Please see below for the updated paragraph. Additions are indicated by underlined, red font:

The Contractor shall comply to the extent applicable with all State and Authorized User policies regarding compliance with various confidentiality and privacy laws, rules and regulations, including but not limited to the Family Educational Rights and Privacy Act (FERPA), the Health Insurance and Portability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH).

Section 5.14.1 (B) Insurance Requirements

- The chart summarizing insurance requirements has been revised. The revised chart is included below:

<i>Lot 1 and Lot 2</i>		
<i>Insurance Type</i>		<i>Proof of Coverage is Due</i>
Commercial General Liability	<i>Not less than \$2,000,000 each occurrence</i>	<i>At time of Vendor Submission</i>
<i>General Aggregate</i>	<i>\$2,000,000</i>	
<i>Products – Completed Operations Aggregate</i>	<i>\$2,000,000</i>	
<i>Personal and Advertising Injury</i>	<i>\$1,000,000</i>	

<i>Lot 1 and Lot 2</i>		
<i>Insurance Type</i>		<i>Proof of Coverage is Due</i>
<i>Business Automobile Liability Insurance</i>	<i>Not less than \$2,000,000 each occurrence</i>	
<i>Worker's Compensation</i>		
<i>Disability Benefits</i>		
<i>Technology Errors and Omissions</i>	<i>Not less than \$1,000,000 each claim Not less than \$2,000,000 in aggregate</i>	<i>At the time of the first transaction with an Authorized User</i>
<i>Crime Insurance</i>	<i>Not less than \$50,000</i>	

<i>Lot 3</i>		
<i>Insurance Type</i>		<i>Proof of Coverage is Due</i>
<i>Commercial General Liability</i>	<i>Not less than \$5,000,000 each occurrence</i>	<i>At time of Vendor Submission</i>
<i>General Aggregate</i>	<i>\$2,000,000</i>	
<i>Products – Completed Operations Aggregate</i>	<i>\$2,000,000</i>	
<i>Personal and Advertising Injury</i>	<i>\$1,000,000</i>	
<i>Business Automobile Liability Insurance</i>	<i>Not less than \$5,000,000 each occurrence</i>	
<i>Worker's Compensation</i>		
<i>Disability Benefits</i>		
<i>Technology Errors and Omissions</i>	<i>Not less than \$5,000,000 each claim, Not less than \$10,000,000 in aggregate</i>	
<i>Crime Insurance</i>	<i>Not less than \$500,000</i>	

- The title of subsection (b) has been changed from *Comprehensive Business Automobile Liability Insurance* to *Business Automobile Liability Insurance*.
- Subsection (c) has been revised. Please see the following revised text:
c) ***Technology Errors and Omissions:***

The Professional and any professional sub-consultant retained by the Professional to work on the Contract shall procure and maintain during, and for a period of three (3) years after completion of the Contract, Technology Errors and Omissions Insurance in the amount of \$2,000,000.00 for damages arising from computer related services including the following: consulting, data processing, programming, system integration, software development, installation, distribution or maintenance, systems analysis or design, training, staffing or other support services, any electronic equipment, computer hardware or software developed, manufactured, distributed, licensed, marketed or sold. The Technology Errors and Omissions Insurance may be issued on a claims-made policy form, in which case the Professional shall purchase at its sole cost and expense, extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.”

- Subsection (d), numbered item 2 has been revised. Please see the following text, with additions indicated by underlined, red font:

The policy shall include coverage for third party fidelity and name The People of the State of New York, its officers, agents, and employees as third party loss payees.

Section 5.18 Electronic Workflow System

- Paragraph one of this section has been revised. Please see the following text, with additions indicated by underlined, red font:

OGS reserves the right to incorporate an electronic workflow system that may include, but are not limited to: elements of the Authorized User Mini-Bid process, contract price lists, sales reporting.

Section 5.21.2 Price Increases

- Paragraph (a) in this section was revised. Please see the following text, with additions indicated by underlined, red font:

a. Price Increase Requests: *Subsequent to the first twelve (12) months of the Contract term and in accordance with the schedule for price adjustments established by OGS, Contractor may request an increase in the pricing contained in Attachment 2 – Financial Submission by submitting an update request based on change in pricing level as contained in Appendix C to the OGS Contract Administrator. With any price increase request, in addition to the requirements contained in Appendix C, the Contractor must certify in writing that the price change for the Product(s) is the same as or better than the pricing in its U.S. Commercial Price List, and that Contractor documents the request to the satisfaction of the State. Should the Contractor not have a U.S. Commercial Price List, it must include a copy of the government contract containing the job titles and rates that are to be adjusted. In no case may the pricing adjustment conflict with the Escalation Cap in Section 5.21.2 (b).*

Section 5.22 Performance/Bid Bond And Letter Of Credit

- This section has been added and is included below in its entirety:

5.22 Performance/Bid Bond And Letter Of Credit

There are no bonds required for the Contract resulting from this Solicitation. In accordance with Appendix B §45 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 initial term, or any renewal term, for the resulting Contract and Authorized User Agreements.

Section 6.1 Authorized User’s Statement of Work

- A new paragraph has been added to this section regarding the minimum time required between Mini-Bid issuance and Mini-Bid Opening. The added text is included below:

Additionally, the minimum time, excluding the date of release, between issuance of the Mini-Bid by the Authorized User to the Mini-Bid Opening is as follows:

- *Lot 1 Mini-Bids: Five (5) Business Days*
- *Lot 2 Mini-Bids: Ten (10) Business Days*
- *Lot 3 Mini-Bids : Fifteen (15) Business Days*

- Paragraph 4 of this section has been revised, with deletions indicated by crossed out, red font. Please see the following paragraph:

When applicable, the Statement of Work document should include ~~at minimum~~ the following information in sufficient detail:

1. *Project objectives*
2. *Project plans and timelines*
3. *Project Deliverables (~~milestones~~) and their acceptance criteria*
4. *Project approach and methodology*
5. *Project resource requirements (key personnel)*
6. *Anticipated project duration (projected start and end dates and overall duration)*
7. *Expectations for delivery of work products (Deliverables)*
8. *Expectations for documentation, reports, invoicing, and Knowledge Transfer, etc.*
9. *Requirements for status reporting and meetings (form, content and frequency)*
10. *Performance specifications (vendor and system)*
11. *Work-site/location and provisions*
12. *Any Downstream Prohibition(s) – whether the engagement may result in the contractor gaining information which may raise level playing field issues in a future procurement and result in the inability of such contractor to participate in a future procurement.*

Section 6.1.1 Fixed Price

- This section has been revised, with deletions indicated by crossed out, red font and additions indicated by underlined, red font. Please see below for the text of the paragraph:

An Authorized User Agreement will be awarded on a fixed-price basis only. As such, the Contractor shall complete all project Deliverables indicated by the final negotiated ~~Project Plan Authorized User Agreement~~, without any increase in cost to the Authorized User. If the Contractor resources required to complete such work are more than the Contractor agreed to in the Mini-Bid, these additional resources must be provided to the Authorized User at no additional cost.

Section 7.1 Mini-Bid Transactional Order of Precedence

- This section has been replaced in its entirety. Previously, Section 7.1 was titled Lot Determination. Please refer to Attachment 6 – How to Use This Contract, Section 1.2 Lot Values for the information that was previously included in this section. Please see below for the text of this added section:

7.1 Mini-Bid Transactional Order of Precedence

Conflicts of terms and conditions shall be resolved in the following order of precedence:

- A. Appendix A, Standard Clauses for New York State Contracts;*
- B. The Contract executed by Contractor and OGS;*
- C. Appendix B, General Specifications;*
- D. Other Appendices; and*
- E. Authorized User Agreements or purchases made between an Authorized User and the Contractor.*

Section 7.3 No Cost Change Request

- A new paragraph has been added to this section and is included below:

Written approval of the No-Cost Change Request is required from both the Authorized User and the Contractor.

Section 7.4 Enhancement Budget

- A new paragraph has been added to this section and is included below:

Written approval of the Enhancement Budget Request is required from both the Authorized User and the Contractor.

Section 7.5.3 Additional Requirements from Authorized Users

- Two numbered items have been deleted. Please see below for the revised numbered list from this section, with deletions indicated by crossed out, red font:

- 1 An Authorized User may at its discretion request additional background checks to be conducted, including, but not limited to, finger-printing and the signing of a confidentiality and/or non-disclosure agreements.*
- 2 An Authorized User may conduct its own background checks at the expense of the Authorized User.*
- 3 An Authorized User may require individual Contractor Staff Members to provide photo identification such as a NYS Driver's License, Non-Drivers Identification Card, Passport, etc. in order to receive a State Identification card used for entrance into the Authorized User's building and/or facilities.*
- ~~*4 An Authorized User may require individual Contractor Staff Members to attend training as required by State law or in accordance with the policy of the Authorized User. If required by an Authorized User, attendance at training sessions, during the course of a placement, will be mandatory. Mandatory training required by the Authorized User may not be reimbursed to the Contractor or the individual Contractor Staff by the Authorized User.*~~
- ~~*5 An Authorized User may specify the manner and method by which the individual Contractor Staff shall participate in knowledge transfer at the time of placement or at any time during the individual Contractor Staff engagement.*~~

Section 7.6 Authorized User Engagement Requirements

- This section has been revised. Please see below for the revised text of this section, with deletions indicated by crossed out, red font and additions indicated by underlined, red font:

- 1 All Authorized User Agreements shall be no longer than three (3) years in duration.*
- 2 Contractor Staff Members must adhere to workplace rules of the Authorized User. This includes, but is not limited to, the following: Time and attendance policy, timecard submission, building access procedures, ~~request for leave~~, computer/phone usage guidelines, and other agency policies (such as Drug-free Workplace Policy Statement, Workplace Violence Policy, and smoking policy).*
- ~~*3 The Authorized User shall have prior knowledge of any and all Contractor Staff Members absences, such as vacation days.*~~
- 3 The Authorized User shall define the manner in which it requests Knowledge Transfer to occur from the Contractor's Project team to the Authorized User's staff.*
- 4 The Authorized User shall indicate a change in working hours at the Authorized User building and/or facilities-where appropriate and not previously specified during the requisition process.*
- 5 Contractor and any subcontractors must work cooperatively with AU staff and with other vendors working at AU sites.*
- 6 Professional workplace conduct and attire will be expected at all times.*

7 All services performed for Authorized Users shall only be performed within the continental United States. An Authorized User is expressly prohibited from granting any and all exceptions to this clause.

Section 7.7 Deliverables for an Authorized User Agreement (Transaction)

- This section has been revised. Please see below for the revised text of this section, with deletions indicated by crossed out, red font and additions indicated by underlined, red font:

Deliverables must be identified, as a ~~milestone, or as another~~ measure of progress in the ~~Project Plan~~ Authorized User Agreement. A Deliverable as a bulk number of hours is not permissible under the OGS Centralized Contract.

Section 7.8 Retainage

- This section has been revised. Please see below for the revised text of this section, with additions indicated by underlined, red font:

As part of the Mini-Bid, the Authorized User may elect to retain a percentage of each individual Deliverable payment of no more than 20% until the acceptance of the complete Deliverable or project. This retainage may be reduced as described in the Mini-Bid, when the Contractor substantially reduces the time required from the timeframes negotiated between the Authorized User and the Contractor for the completion and acceptance of a Deliverable.

Section 7.10 Travel, Meals and Lodging

- The first two paragraphs of this section have been replaced. Please see below for the **significant** changes to this section, with deletions indicated by crossed out, red font and additions indicated by underlined, red font:

Original	Revised
<p>Contractor assumes all liability and cost for all transportation, meals and lodging required to locate, or relocate, resources to New York State for the purposes of providing services under this contract. Contractor staff will not be separately reimbursed for expenses incurred for travel to and from a designated work location (commuting expenses).</p> <p>During the course of a Project the Contractor may be required to perform services at a location other than the assignment’s designated work location (e.g., the designated work location is the Authorized User’s main offices in the Corning Tower on the Empire State Plaza, however, the Contractor is required to attend a meeting in New York City). In such cases, with the prior written approval of the Authorized User, the Contractor shall be reimbursed for mileage, lodging and meals to the extent authorized by the NYS Office of the State Comptroller as further set forth at: http://www.osc.state.ny.us/agencies/travel/reimbrate.htm.</p>	<p>When provided for in the Mini-Bid and resultant Authorized User Agreement, the State or Authorized Users may reimburse travel expenses. All rules and regulations associated with this travel can be found at http://osc.state.ny.us/agencies/travel/travel.htm. In no case will any travel reimbursement be paid that exceeds these rates. All travel will be paid only as part of a deliverable specified within the Authorized User Agreement and must be billed with that associated Invoice with receipts attached.</p>

- The last paragraph of this section has been deleted. The deleted text is provided below:

All services provided under the resultant Authorized User Agreement must be performed within the United States, unless pre-approved in writing by the Authorized User.

Section 7.11 Payment Schedule

- Two paragraphs have been added to this section. Please see below for the text of the added paragraphs:

Payments will only be made based on Deliverables outlined within the Authorized User Agreement. Any invoice not related directly to a completed deliverable will be rejected. Any charge included on the invoice without backup documentation as specified in the Authorized User Agreement (travel receipts, etc.) may be removed. Any outstanding charges un-invoiced or removed from the invoice must be submitted/resubmitted within 120 Calendar days or may not be reimbursed.

Each Deliverable may contain a retainage allotment as specified within the Authorized User Agreement. Each invoice is to include a detailed and itemized list of all retainage withholds that are in place since the activation of the Authorized User Agreement.

- The third paragraph for this section has been revised. Please see below for the revised text, with deletions indicated by crossed out, red font and additions indicated by underlined, red font:

Payment schedule shall be based on the final ~~Project Plan~~ Authorized User Agreement as negotiated by the Authorized User and Contractor. Payment is only to be made after the deliverable within the ~~Project Plan~~ Authorized User Agreement is accepted by the Authorized User. A Contractor ~~may~~ is encouraged to submit no more than one invoice per month. Invoices must include cumulative retainage holdback. Invoices submitted to an Authorized User must include backup documentation as defined in the negotiated ~~Project Plan~~ Authorized User Agreement.

Section 7.13 Mini-Bid Proposal Validity

This section added and included in its entirety below.

All Vendor responses to Authorized User mini-bids must remain open and valid for at least 60 days from the Submission opening date, unless the time for awarding the Authorized User Agreement is extended by mutual consent of the Authorized User and the Vendor. A Vendor Submission shall continue to remain an effective offer, firm and irrevocable, subsequent to such 60 day period until either tentative award of the Authorized User Agreement by the Authorized User is made or withdrawal of the Vendor Submission in writing by the Vendor. Tentative award of the Authorized User Agreement shall consist of written notice to that effect by an Authorized User to a successful Vendor, who shall thereupon be obligated to execute a formal Authorized User Agreement.

Revisions to Attachments

Attachment 1 – Administrative Submission

- Two new tabs were added to excel workbook – Procurement Card & Vendor Responsibility.
- On all worksheet tabs, the field “VENDOR NAME” was renamed to “LEGAL BUSINESS NAME.”
- Vendor statements were revised as detailed in the following chart:

Tab Name	Original Version	Updated Version
Affirmative Statements	“3. Vendor affirms that its Vendor Submission will remain open and valid for at least 270 days from the due date of this Solicitation, unless the time for awarding the Contract is extended by mutual consent of OGS and the Vendor. Vendor further agrees that its Vendor Submission shall continue to remain an effective offer, firm and irrevocable, subsequent to such 270 day period until either tentative award of the Contract by OGS is made or withdrawal of the Vendor Submission in writing by the Vendor.”	“3. Vendor affirms that its Vendor Submission will remain open and valid for at least 180 days from the due date of this Solicitation, unless the time for awarding the Contract is extended by mutual consent of OGS and the Vendor. Vendor further agrees that its Vendor Submission shall continue to remain an effective offer, firm and irrevocable, subsequent to such 180 day period until either tentative award of the Contract by OGS is made or withdrawal of the Vendor Submission in writing by the Vendor.”
NYS Required Certifications	“1. have business operations in Northern Ireland - Select One From Drop Down --->”	“1. Have business operations in Northern Ireland - Select From Drop Down --->”
NYS Required Certifications	“2. shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of compliance with such principles. - Select One From Drop Down --->”	“2. Shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of compliance with such principles. - Select From Drop Down --->”

Tab Name	Original Version	Updated Version
NYS Required Certifications	<i>“Pursuant to §19 0323 of the N.Y. Environmental Conservation Law (“the Law”) it is a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology (“BART”) and ultra low sulfur diesel fuel (“ULSD”). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and/or State or regional public authorities. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and/or State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.”</i>	<i>“Pursuant to §19 0323 of the N.Y. Environmental Conservation Law (“the Law”) it is a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology (“BART”) and ultra low sulfur diesel fuel (“ULSD”). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.”</i>

- Updated the second paragraph found on Line 7 on the Encouraging NYS Business tab. The original and revised text follow in the chart below:

Tab Name	Original Version	Updated Version
Encouraging NYS Business	<i>“Vendors need to be aware that all Authorized Users of this Contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, Vendors are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.”</i>	<i>“Vendors need to be aware that all Authorized Users of this Contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality in utilizing services and technology. Furthermore, Vendors are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.”</i>

- Field names have been updated and several fields were added as detailed in the following chart:

Tab Name	Change Description
Cover Sheet	<i>“Signature”, “Notary Public Registration No.” line and “State” line added in the notary block</i>
Designated Personnel	<i>“4. Emergency Contact” section added.</i>
Designated Personnel	<i>“Contact Name:” field added under “4. Emergency Contact” section</i>
Designated Personnel	<i>“Title:” field added under “4. Emergency Contact” section</i>
Designated Personnel	<i>“Address:” field added under “4. Emergency Contact” section</i>
Designated Personnel	<i>“Telephone:” field added under “4. Emergency Contact” section</i>
Designated Personnel	<i>“Fax Number:” field added under “4. Emergency Contact” section</i>
Designated Personnel	<i>“Email:” field added under “4. Emergency Contact” section</i>

- Instructions located at the top of the tab have been revised as detailed in the following chart:

Tab Name	Change Description
Affirmative Statements	<i>“Complete all fields in yellow.” changed to “Complete all response fields.”</i>
Encouraging NYS Business	<i>“Complete all fields in yellow.” changed to “Complete all response fields.”</i>
NYS Required Certifications	<i>“Complete all fields in yellow.” changed to “Complete all response fields.”</i>
FOIL Redaction	<i>“Complete all fields in yellow.” changed to “Complete all response fields.”</i>

Tab Name	Change Description
Designated Personnel	"Complete all fields in yellow." changed to "Complete all response fields."

Attachment 2 – Financial Submission

- The Sample tab was deleted and the examples included on that tab were moved to the top of the Vendor Price List tab.
- On all worksheet tabs, the field "VENDOR NAME" was renamed to "LEGAL BUSINESS NAME."
- Existing instructions were revised and additional instructions were added throughout the attachment to aid in Vendor completion. Several fields were added to the Vendor Price List tab. Changes are detailed in the chart below:

Tab Name	Change Description
Cover Sheet	"Legal Business Name of Company Bidding:" field added.
Cover Sheet	"D/B/A – Doing Business As (if applicable):" field added.
Cover Sheet	"Signature", "Notary Public Registration No." and "State" lines added in the notary block
Affirmative Statements	"DO NOT ADD, REMOVE OR REARRANGE ANY COLUMNS OR ROWS. Complete all fields in yellow for each Lot applicable. A "YES" response is required in the fields below. NOTE: A Vendor may respond to 1, 2 or 3 Lots, but is not required to respond in all three (3) lots." changed to "Vendors are required to respond either "Yes" or "No" to question #1 for each Lot. Please complete all fields in yellow for Lot(s) in which Vendor is seeking a Contract. A "YES" response is required for question #2 and #3 for each Lot in which Vendor is seeking a Contract NOTE: A Vendor may respond to Lots 1, 2 or 3, but is not required to respond to all three (3) Lots."
Affirmative Statements	Numbers were added to the beginning of each Affirmative Statement.
Affirmative Statements	"Vendor affirms that it is either a NYS certified minority/women owned business enterprise or a NYS certified small business enterprise." changed to "2. Vendor affirms that it is either a NYS certified minority/women owned business enterprise or meets the definition of a New York State Small Business Enterprise. "
Instructions	"Column Headings Found On Vendor Price Form" changed to "Column Title"
Instructions	"Field Type" column added.
Instructions	"Price List Location or File Name" has been revised.
Vendor Price List Form	"Government Entity Name (for Hourly Rate Comparison and Verification)" field added. Instructions for completing the field was added on the "Instructions" tab.
Vendor Price List Form	"Government Entity Contract or Invoice Number (for Hourly Rate Comparison and Verification)" field added. Instructions for completing the field was added on the "Instructions" tab.
Vendor Price List Form	"Government Entity Contract or Invoice Hourly Rate (for Hourly Rate Comparison and Verification)" field added. Instructions for completing the field was added on the "Instructions" tab.
Vendor Price List Form	"Is the Prior Experience Net Contract or Invoice Hourly Rate (Column K) Inclusive of Travel? (Yes/No)" field added. Instructions for completing the field was added on the "Instructions" tab.
Vendor Price List Form	"Government Contract Hourly Rate (Exclusive of Travel)" field added. Instructions for completing the field was added on the "Instructions" tab.
Vendor Price List Form	"Comments" field added. Instructions for completing the field was added on the "Instructions" tab.
Vendor Price List Form	"Price List Location or File Name" field added. Instructions for completing the field was added on the "Instructions" tab.
Vendor Price List Form	"Page Number" field added. Instructions for completing the field was added on the "Instructions" tab.
Vendor Price List Form	"Line Validation" field added. An explanation regarding the field was added on the "Instructions" tab.
Vendor Price List Form	"Price is Reasonable" field added. An explanation regarding the field was added on the "Instructions" tab.

Attachment 3 – Technical Submission

- A new tab was added to the excel workbook – Instructions.
- The Sample tab was replaced in its entirety.
- On all worksheet tabs, the field "VENDOR NAME" was renamed to "LEGAL BUSINESS NAME."

- Existing field names have been updated and several fields have been added throughout this attachment, as detailed in the following chart:

Tab Name	Change Description
Cover Sheet	" <i>Legal Business Name of Company Bidding:</i> " field added.
Cover Sheet	" <i>Signature</i> ", " <i>Notary Public Registration No.</i> " and " <i>State</i> " lines were added in the notary block
Lot 1 Response Form, Lot 2 Response Form, Lot 3 Response Form	" <i>Continuous Operation Period Start Date</i> " field added.
Lot 1 Response Form, Lot 2 Response Form, Lot 3 Response Form	" <i>Project/Contract Name</i> " changed to " <i>Government Contract Name</i> "
Lot 1 Response Form, Lot 2 Response Form, Lot 3 Response Form	" <i>Government Contract Number</i> " field added.
Lot 1 Response Form, Lot 2 Response Form, Lot 3 Response Form	" <i>Project/Contract Name</i> " changed to " <i>Government Contract Name</i> "
Lot 1 Response Form, Lot 2 Response Form, Lot 3 Response Form	" <i>Project Start Date</i> " changed to " <i>Government Contract Start Date</i> "
Lot 1 Response Form, Lot 2 Response Form, Lot 3 Response Form	" <i>Qualifying Contract Value</i> " changed to " <i>Government Contract Qualifying Contract Value</i> "
Lot 1 Response Form, Lot 2 Response Form, Lot 3 Response Form	" <i>Total Contract Value</i> " changed to " <i>Government Contract Total Contract Value</i> "
Lot 1 Response Form, Lot 2 Response Form, Lot 3 Response Form	" <i>Contact Phone</i> " changed to " <i>Government Entity Contact Phone</i> "
Lot 1 Response Form, Lot 2 Response Form, Lot 3 Response Form	" <i>Contact E-Mail</i> " changed to " <i>Government Entity Contact E-Mail</i> "
Lot 1 Response Form, Lot 2 Response Form, Lot 3 Response Form	" <i>Attached Contract Document File Name</i> " column field was reformatted from a list to a narrative field.

- Vendor instructions have been revised throughout this attachment, as detailed in the following chart:

Tab Name	Change Description
Lot 1 Response Form, Lot 2 Response Form, Lot 3 Response Form	" <i>VENDOR APPLYING TO THIS LOT? (Yes/No) (If not applying to this Lot do not answer questions below)</i> " changed to " <i>VENDOR APPLYING TO THIS LOT? (Please choose Yes or No) (If not applying to this Lot do not answer questions below)</i> "
Lot 1 Response Form	" <i>Vendor must be a NYS Certified Minority or Woman Owned Business, or qualified as a NYS Small Business with at least two (2) years of continuous operation in the two (2) years prior to and including the Solicitation Due Date.</i> " changed to " <i>Vendor must either be a NYS Certified Minority or Woman Owned Business, or qualified as a NYS Small Business. Vendor must have at least two (2) years of continuous operation in the two (2) years prior to and including the Solicitation Release Date.</i> "
Lot 1 Response Form	" <i>Vendor must be a NYS Certified Minority or Woman Owned Business, or qualified as a NYS Small Business with at least two (2) years of relevant experience which was obtained by delivering Information Technology Consulting Service Projects to Governmental entities for which Vendor was the Prime Contractor.</i> " changed to " <i>Vendor must be a NYS Certified Minority or Woman Owned Business, or qualified as a NYS Small Business. Vendor must have at least two (2) years of relevant experience which was obtained by delivering Information Technology Consulting Service Projects to Government Entities.</i> "
Lot 1 Response Form, Lot 2 Response Form, Lot 3 Response Form	" <i>Provide brief narrative explaining how Vendor meets the requirement. (Please insert all data in the response field. Use caution not to exceed the field size. Attachments are not acceptable.)</i> " changed to " <i>Please provide a start date for the period of the Vendor's continuous operation which demonstrates that this experience requirement is met for this Lot. (Date must be entered in (MM/DD/YYYY) format.)</i> "

Tab Name	Change Description
Lot 1 Response Form	<p><i>"Instructions: Please complete the following chart by providing details of IT Project Consulting Services (active or complete) where your company served as the Prime Contractor for Government Entities. Please attach a copy of Contract documents as evidence of the engagement and stated contract values.</i></p> <p><i>-Please list at least two (2) separate IT Consultant Service Projects with a start date on or after 01/01/2007, for which you were the Prime Contractor.</i></p> <p><i>-IT Consulting Service Value must be at least \$25,000 per project.</i></p> <p><i>- Project values for hardware and software may not be included in your calculation.</i></p> <p><i>-See SAMPLE Tab for additional guidance on qualifying contract value." changed to "Instructions: Please complete the following chart by providing details of IT Project Consulting Services (active or complete) where your company served as the Prime Contractor for Government Entities. Please attach a copy of Contract documents as evidence of the engagement and stated contract values.</i></p> <p><i>-Please list at least 2 (two) IT Consultant Service Contracts for which you were the Prime Contractor, with a start date on or after 01/01/2010.</i></p> <p><i>-IT Consulting Service Value must be at least \$25,000 per project.</i></p> <p><i>- Project values for hardware, software, maintenance, travel, construction, and renovations may not be included in your calculation.</i></p> <p><i>-See SAMPLE Tab for additional guidance on qualifying contract value."</i></p>
Lot 2 Response Form	<p><i>"Vendor must document at least four (4) years of continuous operation in the four (4) years prior to and including the Solicitation Due date." changed to "Vendor must document at least four (4) years of continuous operation in the four (4) years prior to and including the Solicitation Release date."</i></p>
Lot 2 Response Form	<p><i>"Vendor must document at least four (4) years of relevant experience which was obtained by delivering Information Technology Consulting Service Projects to Governmental entities for which Vendor was the Prime Contractor." changed to</i></p> <p><i>"Vendor must document at least four (4) years of relevant experience which was obtained by delivering Information Technology Consulting Service Projects to Government Entities."</i></p>
Lot 2 Response Form	<p><i>"Instructions: Please complete the following chart by providing details of IT Project Consulting Services (active or complete) where your company served as the Prime Contractor for Government Entities. Please attach a copy of Contract documents as evidence of the engagement and stated contract values.</i></p> <p><i>-Please list at least four (4) separate IT Consultant Service Projects with a start date on or after 01/01/2007, for which you were the Prime Contractor.</i></p> <p><i>-IT Consulting Service Value must be at least \$200,000 per project.</i></p> <p><i>-Project values for hardware and software may not be included in your calculation.</i></p> <p><i>-See SAMPLE Tab for additional guidance on qualifying contract value." changed to "Instructions: Please complete the following chart by providing details of IT Project Consulting Services (active or complete) where your company served as the Prime Contractor for Government Entities. Please attach a copy of Contract documents as evidence of the engagement and stated contract values.</i></p> <p><i>-Please list at least 5 (five) IT Consultant Service Contracts for which you were the Prime Contractor, with a start date on or after 01/01/2009.</i></p> <p><i>-IT Consulting Service Value must be at least \$125,000 per project.</i></p> <p><i>-Project values for hardware, software, maintenance, travel, construction, and renovations may not be included in your calculation.</i></p> <p><i>-See SAMPLE Tab for additional guidance on qualifying contract value."</i></p>
Lot 3 Response Form	<p><i>"Vendor must document at least eight (8) years of continuous operation in the eight (8) years prior to and including the Solicitation Due date." changed to "Vendor must document at least eight (8) years of continuous operation in the eight (8) years prior to and including the Solicitation Release date."</i></p>
Lot 3 Response Form	<p><i>"Vendor must document at least eight (8) years of relevant experience which was obtained by delivering Information Technology Consulting Service Projects to Governmental entities for which Vendor was the Prime Contractor." Changed to "Vendor must document at least eight (8) years of relevant experience which was obtained by delivering Information Technology Consulting Service Projects to Government Entities."</i></p>

Tab Name	Change Description
Lot 3 Response Form	<p><i>"Instructions: Please complete the following chart by providing details of IT Project Consulting Services (active or complete) where your company served as the Prime Contractor for Government Entities. Please attach a copy of Contract documents as evidence of the engagement and stated contract values.</i></p> <p><i>-Please list (at least 8 IT Consultant Service Projects for which you were the Prime Contractor) projects with a start date on or after 01/01/2007.</i></p> <p><i>-IT Consulting Service Value must be at least \$1,000,000 per project.</i></p> <p><i>-Project values for hardware and software may not be included in your calculation.</i></p> <p><i>-See SAMPLE Tab for additional guidance on qualifying contract value." changed to "Instructions: Please complete the following chart by providing details of IT Project Consulting Services (active or complete) where your company served as the Prime Contractor for Government Entities. Please attach a copy of Contract documents as evidence of the engagement and stated contract values.</i></p> <p><i>-Please list at least 5 (five) IT Consultant Service Contracts for which you were the Prime Contractor, with a start date on or after 01/01/2005.</i></p> <p><i>-IT Consulting Service Value must be at least \$5,000,000 per project.</i></p> <p><i>- Project values for hardware, software, maintenance, travel, construction, and renovations may not be included in your calculation.</i></p> <p><i>-See SAMPLE Tab for additional guidance on qualifying contract value."</i></p>

Attachment 4 – Inquiry and Bid Deviation Template

- On all worksheet tabs, the field “VENDOR NAME” was renamed to “LEGAL BUSINESS NAME.”
- Existing field names have been updated and fields have been added and deleted throughout this attachment, as detailed in the following chart:

Tab Name	Change Description
Second Inquiry Template	"Question Number From Official OGS Response to First Inquiry Period" field removed.
Second Inquiry Template	"First Inquiry (Original Question)" field removed.
Second Inquiry Template	"OGS Response to First Inquiry" field removed.
Second Inquiry Template	"Second Inquiry Reference Solicitation Document Name (Select From Dropdown List If Applicable)" field renamed to "Solicitation Document Name (Select From Dropdown List)"
Second Inquiry Template	"Document Section (Name or Number)" field added.
Second Inquiry Template	"Page Number" field added.
Second Inquiry Template	"Second Inquiry" field renamed to "Comment / Question / Bid Deviation"

- Instructions were updated as detailed in the following chart.

Tab Name	Change Description
First Inquiry Template	The following sentence was removed from the first instruction block: "A Vendor <i>SHALL ONLY</i> raise any potential assumption, exceptions, caveats, etc. to the terms and conditions, and requirements of this Solicitation during the First Inquiry and Bid Deviation period of the procurement. "
Second Inquiry Template	The following sentence was removed from the first instruction block: "Questions posed in the Second Inquiry period about Solicitation 22772 Project Based Information Technology Consulting Services Contract (Statewide) may only be based upon the answers provided by OGS during the First Inquiry period, which includes Solicitation language altered as a result of the First Inquiry period. OGS will determine whether any such inquiries are based upon the First Inquiry answers as previously provided by OGS. "
Second Inquiry Template	The following sentence was removed from the second instruction block: "A Vendor <i>SHALL ONLY</i> raise any potential assumptions, exceptions, caveats, etc. to the terms and conditions, and requirements of this Solicitation with respect to Solicitation language altered as a result of the First Inquiry and Bid Deviation period."

Attachment 5 – Mini-Bid Template

- The following sections, along with Authorized User instructions, were added to the Mini-Bid Template: “*Mini-Bid Proposal Validity*”, “*Downstream Prohibition*”, “*2.4.1 Acceptance Process and Criteria*”, “*3.4 Authorized User Responsibilities*”, “*3.6 Enhancement Budget Provision*”, “*3.7 Travel*”, “*3.8 Retainage*.”
- Two sections were renamed and/or renumbered. Details of the changes are as follows:
 - “*2.4 Project Deliverables*” was formerly named “*2.4 Project Deliverables/Milestones List*.”
 - “*3.5 Authorized User Protest Procedure*,” was formerly named “*3.4 Contractor Protest*.”
- The “*Mini-Bid Financial Submission*” sample on Page 13 has been significantly updated, incorporating feedback received from the Vendor community.
- Instructions were updated to provide clarity for Authorized Users as detailed in the following chart.

Page	Section	Change Description
1	How to Use this Template	Deleted bullet: “ <i>Items that must stay as part of your document are in bold;</i> ”
2	Contract Term, Extensions and Enhancements/Change Orders	Deleted instructions: “ ENHANCEMENT BUDGET: Enhancements mean additional functionality and additional Deliverables unknown to the Authorized User at the time of Mini-Bid release. As such, an Authorized User’s project is permitted to include an Enhancement budget, as included in the Mini-Bid (up to 10%). The total cost including the Enhancement budget may not exceed the Lot parameters from which the award was made. An Authorized User shall use Attachment 8 – Enhancement Request Template to reflect such modifications.”
2	Contract Term, Extensions and Enhancements/Change Orders	Deleted instructions: “ Authorized User’s Maximum Enhancement Allowable Percentage % This should be applied after the negotiations with Tentative Awardee and should not be included with the Vendor’s submission in response to this document. “
6	Key Events and Dates	Inserted instruction: “ <i>Minimum Time Frames from Mini-Bid Release to Bid Opening are as follows:</i> <ul style="list-style-type: none"> • <i>Lot 1 Mini-Bids: Five (5) Business Days</i> • <i>Lot 2 Mini-Bids: Ten (10) Business Days</i> • <i>Lot 3 Mini-Bids : Fifteen (15) Business Days</i>”
8	2.1 Project Requirements	Added a bullet to the instructions for this section: <ul style="list-style-type: none"> • “<i>Specify all elements of the Project Plan requested (such as Gantt chart, Work Breakdown Structure (WBS) etc.</i>”)”
9	2.4 Project Deliverables	“(In the table below, list the suggested Deliverables that have been specifically included in this project. Deliverables should be clearly linked to the requirements identified in section 2.1. If there is a chance that the Deliverable will need to be updated at a later time, be sure to put language in the requirements that states that the Contractor is responsible for updating the document as needed. The final list of Deliverables and timeframes will be subject to the final negotiation process; however, there cannot be material and substantive changes to the original scope of the Mini-Bid. Knowledge Transfer should be identified as a no additional cost Deliverable for all NYS Agency Projects. The final list of Deliverables and timeframes will be subject to the final negotiation process.)” changed to “(In the table below, list the suggested Deliverables that have been specifically included in this project. Deliverables should be clearly linked to the requirements identified in section 2.1. If there is a chance that the Deliverable will need to be updated at a later time, be sure to put language in the requirements that states that the Contractor is responsible for updating the document as needed. The final list of Deliverables and timeframes will be subject to the final negotiation process; however, there cannot be material and substantive changes to the original scope of the Mini-Bid. Knowledge Transfer requirements should be identified for all Projects. The final list of Deliverables and timeframes will be subject to the final negotiation process.)”
10	3.3 Additional Terms and Conditions	The following paragraph was added to the existing instructions for this section: “ <i>Additionally, the Authorized User shall note terms and conditions specific to this mini-bid as a result of the funding source requirements (such as federal funding).</i> ”

Page	Section	Change Description
10	3.5 Authorized User Dispute Resolution Procedure	"(If a Contractor formally, and in writing to the Authorized User, protests the designation of a tentative awardee, the Contractor must follow the Dispute Resolution procedures as defined on the OGS Centralized Contract.)" changed to "(The Authorized User is required to provide language regarding the Authorized User’s Dispute Resolution procedures. In the event that an Authorized User does not have a dispute resolution policy, please refer to OSC or OGS dispute resolution policy for guidance in creating a policy.) "

Attachment 6 – How to Use This Contract

Section 1.4 Contract Terms and Conditions

- Updated the section to read as follows, with additions in underlined, red font and deletions in crossed-out, red font:

The contractual terms and conditions of this Contract are available at [New York State Procurement](#). These terms and conditions contain additional instructions and details for inclusion in a Mini-Bid. An Authorized User must understand these terms and conditions prior to project development. ~~An Authorized User may add additional terms and conditions that are needed if they are beneficial to the Authorized User and do not conflict with or supersede the OGS Centralized Contract terms and conditions.~~ Appendix B Section 28 regarding modification of Contract terms.

Section 1.10 Additional Considerations for the Authorized User

- Added the following bullet to list:
- Provisions for an Enhancement Budget, if determined to be necessary, must be included in the Mini-Bid. If an Enhancement Budget provision is not included, it will not be available under the final Authorized User Agreement.

Section 1.14 Change Orders

- Added the following sentence to the section:

Written approval is required from both the Contractor and the Authorized User regarding the no cost change order.

Section 1.15 Enhancements

- Added the following sentence to the section:

Written approval is required from both the Contractor and the Authorized User for the enhancement request.

Attachment 7 – Intent to Submit

- Updated text in header paragraph as indicated below:

Original	Revised
A Vendor may submit a completed form to the OGS Designated Contact at ITSProcurement@ogs.ny.gov by November 6, 2014 at 11:00 AM ET.	A Vendor may submit a completed form to the OGS Designated Contact at ITSProcurement@ogs.ny.gov . Submissions of this form shall be accepted on an ongoing basis until the date specified in Section 1.4 Key Events and Dates of the amended Solicitation document.

- Removed “D/B/A - Doing Business As (if applicable):” field.
- Updated “Street” field title to “Principal Place of Business – Street”
- Added a form section to capture information from Vendor related to Officials and Principal Owners needed by OGS to commence a Vendor Responsibility review before the Submission Opening Date.
- Added a form section to capture information from Vendor related to additional Legal Business Entity (DBA) Identities used in the last 5 years needed by OGS to commence a Vendor Responsibility review before the Submission Opening Date.
- Updated question section to the following series of questions as listed below:

Vendor has completed the NYS Vendor Responsibility Questionnaire on-line:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Vendor has certified the NYS Vendor Responsibility Questionnaire on-line:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Date of most recent NYS Vendor Responsibility On-Line Certification:		

- Added the following instruction to the form on Page 1:
“If date of On-Line Certification is not within six (6) months of the Solicitation Response Due Date, please recertify.”
- Added the following paragraphs to the form on Page 2 under the “Questions About This Form Section”:

What is NYS Vendor Responsibility and Certification (NYS VendRep)?

After obtaining a NYS Vendor ID Number, a Vendor will register in the NYS OSC VendRep System. This system allows a Vendor to enter, certify (or recertify) and maintain its Vendor Responsibility Questionnaire in a secure, centralized database. Additional information is available at <http://www.osc.state.ny.us/vendrep/login.htm>.

If a Vendor has completed and certified its on-line Vendor Responsibility Questionnaire at the time it submits this “Intent to Submit” form, does it relieve them of the obligation to certify the Questionnaire at the Proposal Submission Due Date?

No. A Vendor must ensure its on-line Vendor Responsibility Questionnaire was certified or recertified no more than six (6) months prior to the Proposal Submission due date.

- Removed paragraphs from the form on Page 2 under the “Questions About This Form Section” regarding MBE/WBE/SBE businesses. This information is incorporated into the Solicitation Document.

Attachment 8 – Enhancement Request Template

- The instruction section was revised. The following sentence was added to the end of the existing instruction paragraph:

“ Written approval is required from both the Contractor and the Authorized User for the enhancement request.. ”

- The title “Initiator of Proposed Enhancement” was added to the first section of response boxes.
- Added section: “Contractor Enhancement Request Approval”

Attachment 9 – No Cost Change Request Template

- The instruction section was revised. The following sentence was added to the end of the existing instruction paragraph:

“ Written approval is required from both the Contractor and the Authorized User regarding the no cost change order. ”

- The title “Initiator of Proposed Enhancement” was added to the first section of response boxes.
- Added section: “Contractor Enhancement Request Approval”

Office of General Services
New York State Procurement (NYSPRO)
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://nyspro.ogs.ny.gov>

PURCHASING MEMORANDUM

SOLICITATION UPDATE #3

SOLICITATION NUMBER: 22772 **DATE:** November 20, 2014

GROUP: 76000 – Project Based Information
Technology Consulting Services (Statewide)

DESIGNATED CONTACTS:
Marc Kleinhenz, Jonathan Davis, Allison
White, Patricia Colomb, Margaret Pusatere,
Kathy McAuley, Sergio Paneque
Email: ITSProcurement@ogs.ny.gov

BID OPENING: December 10, 2014

SUBJECT: Updates

TO ALL VENDORS:

- 1) As previously advised, there has been a delay in posting responses to inquiries. Responses will be posted to the OGS Online Bid Calendar in the near future. ITSProcurement@ogs.ny.gov.
- 2) Attachment 7 – Intent to Submit OGS Solicitation has been replaced in its entirety to better clarify that on-line certification has been completed as well as for Vendors to identify Officials and Principal Owners. This revision will allow OGS to commence a Vendor Responsibility review prior to the Proposal Submission due date.

An updated version of this Attachment has been posted to the OGS Online Bid Calendar. ITSProcurement@ogs.ny.gov.

Vendors that have already submitted a prior version are requested to resubmit utilizing this revised Attachment 7 – Intent to Submit OGS Solicitation. Please resubmit to ITSProcurement@ogs.ny.gov.

- 3) OGS received requests to provide an unlocked version of the EEO 100- Equal Employment Opportunity Staffing Plan. Please be advised an editable version has been created and can now be found at the following link: <http://www.ogs.ny.gov/MWBE/Forms.asp>.

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

PURCHASING MEMORANDUM

SOLICITATION UPDATE #2

SOLICITATION NUMBER: 22772 DATE: October 28, 2014

GROUP: 76000 – Project Based Information
Technology Consulting Services (Statewide)

PLEASE ADDRESS INQUIRIES TO:
David Burmaster, Jonathan Davis and
Sergio Paneque
Solicitation #22772 Designated Contacts
ITSProcurement@ogs.ny.gov

BID OPENING: December 10, 2014

SUBJECT: Updates to Attachment 7, EEO
100, and First Inquiry Responses

TO ALL INTERESTED VENDORS:

- 1) Attachment 7 – Intent to Submit OGS Solicitation has been replaced in its entirety to better clarify that on-line certification has been completed as well as for Vendors to identify Officials and Principal Owners. This revision will allow OGS to commence a Vendor Responsibility review prior to the Proposal Submission due date.

An updated version of this Attachment has been posted to the OGS Online Bid Calendar.

Vendors that have already submitted a prior version are requested to resubmit utilizing this revised Attachment 7 – Intent to Submit OGS Solicitation. Please resubmit to ITSProcurement@ogs.ny.gov.

- 2) OGS received requests to provide an unlocked version of the EEO 100- Equal Employment Opportunity Staffing Plan. Please be advised an editable version has been created and can now be found at the following link: <http://www.ogs.ny.gov/MWBE/Forms.asp>.
- 3) Due to the volume of submissions received during the First Inquiry Period, OGS will be unable to post responses to these inquiries on October 29, 2014 as originally anticipated. Responses will be posted to the OGS Online Bid Calendar as soon as they are available.

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New York State Procurement (NYSPRO)
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://nyspro.ogs.ny.gov>

PURCHASING MEMORANDUM

SOLICITATION UPDATE #1

SOLICITATION NUMBER: 22772

DATE: October 3, 2014

GROUP: 76000 – Project Based Information
Technology Consulting Services (Statewide)

PLEASE ADDRESS INQUIRIES TO:

David Burmaster, Jonathan Davis and
Sergio Paneque
Solicitation #22772 Designated Contacts
ITSPurchase@ogs.ny.gov

BID OPENING: December 10, 2014

**SUBJECT: Update to Pre-Vendor
Submission Conference Date, Time and
Location**

TO ALL INTERESTED VENDORS:

1. The Pre-Vendor Submission Conference has been rescheduled for Friday, October 10, 2014. The Conference will be held Empire State Plaza, Meeting Rooms 2, 3 and 4, in Albany, NY. The conference will be held from at 9 a.m. to 12 p.m.
 - a. An updated solicitation has been posted to the OGS Online Bid Calendar reflecting this change.
2. Attachment 7 – Intent to Submit OGS Solicitation contained an incorrect due date for submission of this form. Please be advised the correct due date for submission of an Intent to Submit is November 20, 2014.
 - a. An updated version of this Attachment has been posted to the OGS Online Bid Calendar reflecting the correct due date.