

**State of New York Executive Department  
Office of General Services – New York State Procurement  
Corning Tower - 38<sup>th</sup> Floor  
Empire State Plaza  
Albany, NY 12242**

## REQUEST FOR PROPOSAL

**IMPORTANT: SEE “NOTICE TO BIDDERS” CLAUSES HEREIN  
BIDS MAY BE SENT TO THE ABOVE ADDRESS ONLY  
(E-Mail or Facsimile Bid Submissions Are NOT Acceptable)**

BID OPENING DATE: October 22, 2014 TIME: 11:00 AM	TITLE: Group 76000 Law Enforcement Records Management System Classification Codes: 43, 80, 81, 82, 83, 84, and 86
REQUEST FOR PROPOSAL NUMBER: 22798	SPECIFICATION REFERENCE: As Incorporated in the Request for Proposal
CONTRACT PERIOD: Ten (10) Years Plus Renewal Options For Up To Two (2) Additional – Three (3) Year Term.	
DESIGNATED CONTACTS:	
Primary Contact: Dewan Bristo E-mail address: SST_Telecommunications@OGS.NY.GOV	Secondary Contact: Karen Fowler E-mail address: SST_Telecommunications@OGS.NY.GOV

The bid 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 Request For Proposal, Appendix A (Standard Clauses For New York State Contracts), Appendix B (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>

Bidder's Federal Tax Identification Number: (Do Not Use Social Security Number)	NYS Vendor Identification Number: (See "New York State Vendor File Registration" clause)			
Legal Business Name of Company Bidding:				
D/B/A - Doing Business As (if applicable):				
Street	City	State	County	Zip Code
If applicable, place an "x" in the appropriate box(es) (check all that apply):		<input type="checkbox"/> NYS Small Business # Employees	<input type="checkbox"/> NYS Minority Owned Business	<input type="checkbox"/> NYS Women Owned Business
If applicable, place an "x" in the appropriate box(es) (check all that apply):		<input type="checkbox"/> Manufactured Within NYS	<input type="checkbox"/> Solely Manufactured Outside NYS	<input type="checkbox"/> Partially Manufactured Outside NYS %
If you are not bidding, place an "x" in the box and return this page only.				
<input type="checkbox"/> WE ARE UNABLE TO BID AT THIS TIME BECAUSE:				
Bidder's Signature: Title:		Printed or Typed Name: Date:		
Phone:	Extension	Toll Free Phone:	Extension	
Fax:	Extension	Toll Free Fax:	Extension	
E-mail Address:		Company Website:		

**FOR NEW YORK STATE PROCUREMENT USE ONLY**

P.R. # 22798 LIT  MEMO  LET  OTHER  MISSING PAGES

## ACKNOWLEDGEMENT PAGE

### INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ }  
 }  
 COUNTY OF \_\_\_\_\_ } **SS.:**

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me personally appeared \_\_\_\_\_, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that \_he maintains a business in \_\_\_\_\_, and further that:

**[Check One]**

- If an individual):** \_he executed the foregoing instrument in his/her name and on his/her own behalf.
- If a corporation):** \_\_\_\_\_ is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, \_\_\_\_\_ is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, \_\_\_\_\_ executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
- If a partnership):** \_\_\_\_\_ is the \_\_\_\_\_ of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership, \_\_\_\_\_ is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, \_\_\_\_\_ executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
- If a limited liability company):** \_\_\_\_\_ is a duly authorized member of \_\_\_\_\_ LLC, the limited liability company described in said instrument; that \_\_\_\_\_ is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, \_\_\_\_\_ executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

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Notary Public Signature on Above Line  
 Notary Registration No.

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# 1 Introduction

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## 1.1 Purpose of This Request for Proposal (RFP)

### SUMMARY

The intent of this procurement is to replace the current, aging records management system now used by the New York State Police and over 220 other law enforcement agencies with a new, state-of-the art Statewide Law Enforcement Records Management System (RMS). The new RMS system will also be made available to over 300 additional Law Enforcement Agencies across the state. The RMS will provide investigative tools that enhance the ability of law enforcement in New York to navigate the criminal investigation process, reduce the time to resolution and improve public safety.

This RFP is issued to solicit bids from qualified vendors with prior successful experience in replacing an older RMS with a new integrated RMS using COTS products and services, and if necessary, customized products and services. The new RMS shall provide for the storage, retrieval, management, archiving, and viewing of information, records, documents, or files pertaining to law enforcement operations and must integrate with New York State Information Technology Services operations and related infrastructure, including the varying infrastructures of any participating law enforcement agencies.

New York State envisions the new RMS will include such features as calls for service; investigation documentation; arrests; warrants; evidence and property tracking; case management; tasking\assignments; records management; automated quality assurance checks that can operate efficiently with or without human intervention; tailored and flexible workflows to meet the mission critical and changing business needs of participating agencies; no single point of failure; a statistical reporting system; and a scalable design to allow for future growth and the addition of other law enforcement agencies. In addition, the winning vendor will be required to convert records from existing RMS databases to the new databases, and installation and implementation of the new RMS, all without interruption of operations, as well as provide expert knowledge transfer and high quality training to users of the RMS.

### OBJECTIVE

New York State is undertaking the procurement for an Enterprise Records Management System to alleviate the risk associated with its current RMS; provide the New York State Police and other LEAs with improved records management technology, features, and availability; and position the New York State Police and other LEAs to easily acquire and integrate additional records management technologies as needed.

The primary drivers for this effort include:

- The risk associated with the aging software of the current system
- The cost in lost productivity due to the limited integration of current systems and remote access
- The limited security and auditing features of the current system
- The limited searching and reporting functionality of the current system
- The need to integrate investigative functions into one reporting system
- The need to eliminate downtime required for file and database maintenance
- The cost and lengthy timeframes associated with system enhancements
- The financial cost of system maintenance for an aging system

## 1.2 Definitions

Definitions for certain terms in this document, its appendices and attachments, can be found in Appendix D – Glossary of Terms and Appendix B – General Specifications.

## 1.3 Overview

This RFP is being issued by the NYS Office of General Services (OGS) on behalf of the New York State Police (NYSP) and the NYS Office of Information Technology Services (ITS). OGS is a New York State agency which is authorized by law to issue centralized, statewide contracts for use by New York agencies, political subdivisions, schools, libraries and others authorized by law to participate in such contracts.

The project is a cooperative venture of the ITS and the Public Safety Cluster agencies, NYSP and the Division of Criminal Justice Services (DCJS). The intent for the centralized contract resulting from this RFP is that the State (ITS) will purchase the licenses for the system which will be available to be used by the New York State Police and other Law Enforcement Agencies (LEAs).

The State (ITS) will also purchase services from the awarded Contractor for implementation of the new RMS and the conversion of State Police and other current users of the Spectrum Justice System (SJS) provided by the NYS Division of Criminal Justice Services (DCJS) to the new RMS. In addition, the Contract will enable LEAs which are not currently using SJS to purchase conversion services to facilitate access to the new Records Management System.

### Law Enforcement in New York

Law enforcement in New York State, outside of New York City, consists of over 26,000 sworn members employed by over 500 different agencies. The New York State Police, with 4,600 sworn members and over 200 locations is the largest of these agencies and exercises statewide jurisdiction. The other agencies vary in size from several sworn

members working part time and sharing responsibilities with one or more other agencies, to several hundred members working 24/7/365 with exclusive responsibility for law enforcement in their jurisdiction. New York consists of 62 counties, 57 outside of New York City; each of those 57 counties provides jailing services for crimes prosecuted in that county. In addition, a large portion of the county sheriff's departments are full service law enforcement agencies with multijurisdictional responsibilities within their counties. The vast majority of the 500 law enforcement agencies in New York are single jurisdiction agencies, providing some or all of the law enforcement needs of their geographical area.

### **Structure of the New York State Police**

The New York State Police is organized into a Division Headquarters and 11 separate troops. Each of the nine geographically based troops (A,B,C,D,E,F,G,K,L) provide police and investigative services across the state. These Troops encompass from two to ten counties and span hundreds of square miles, with populations ranging anywhere from 2.8 million down to 280,000. Troop NYC provides specialized investigative and support services in the five boroughs of New York City for the other Troops, as well as the NYPD and other law enforcement agencies operating in New York City. Troop T patrols and has exclusive jurisdiction over the 500 miles of interstate highway managed by the New York State Thruway Authority. Each Troop is divided into two or more zones, which can incorporate a number of stations. In some locations, individual stations direct the activities of smaller satellite offices.

### **New York State Office of Information Technology Services**

In the fall of 2012, the NYS Office of Information Technology Services (ITS) was created by Governor Andrew M. Cuomo to consolidate IT service delivery to New York State agencies. Historically, information technology systems and applications have been developed primarily in a highly decentralized fashion, with solutions developed and deployed within individual state agencies for specific programs or regions. Over 50 New York State agencies were supported by discrete teams of IT leadership, technologists and support staff working with disparate IT tools and methods delivering varied technical platforms. Each agency would appear to the IT vendor community as an individual customer with solutions sized and priced accordingly.

The vision for ITS is consistent with the recommendations of the Spending and Government Efficiency Commission (SAGE) report. ITS was created to increase the value of every dollar spent on information technology while creating an agency where world-class skills and experience provide technologists with opportunity and professional growth. The realization of the many benefits of centralized information technology service delivery would require activities in financial management, human capital development, and program management in addition to information technology.

## **1.4 Current System Description**

Over 4,600 sworn members of the State Police and over 3,000 other law enforcement officers working in hundreds of different locations across New York State, enter information for incidents, warrants and arrests into the Spectrum Justice System (SJS). In 2013, the New York State Police entered approximately 533,969 incidents, 5,558 warrants, and 44,460 arrests into SJS. See Appendix E for additional activity volume.

The Spectrum Justice System (SJS) application is the primary system for NYSP records management. There are additional ancillary systems that will either be incorporated into or integrated with the new records management system where possible:

- NYSP Intranet Case Management Reporting System
- NYSP Document Control System (DCS)
- Laboratory Information Management System (evidence functionality)
- Intelligence Case Management System
- NYSP Electronic Lead Desk System
- 75 standalone access databases and excel spreadsheets
- 100 paper and electronic forms

The Spectrum Justice System (SJS), which is supported by New York State Information Technology Services, is also used by 220 local law enforcement agencies of varying size across NYS. Close to 300 local law enforcement agencies of varying size use other vendor provided or “home grown” systems.

Current New York State Police Interfaces Inputs:

- TraCS (Traffic and Criminal Software) installed in 1,500 patrol vehicles
- Multiple Computer Aided Dispatch Systems (CAD) (Multiple Vendors)
- NYSP Personnel data systems (LATS, PDS)
- ICOTS (Interstate Compact Offender Transfer Notification Service)
- Operation Safeguard

Input/Outputs:

- Livescan Electronic Fingerprinting and Mugshot System
- Geocoder

Output:

- NYSP Intranet Case Management Reporting System
- NYSP Document Control System (DCS)
- New York Prosecutors Training Institute (NYPTI)
- NYSP News website (Public Information Office)
- Nationwide Shared Space Suspicious Activity Report Adapter (NSI SAR)\eGuardian
- Criminal Intelligence System (CIAS)
- UCR/IBR Reporting –  
(<http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/index.htm>)
- NY-DEx/N-DEx ([http://www.criminaljustice.ny.gov/ojis/niem\\_nydex.htm](http://www.criminaljustice.ny.gov/ojis/niem_nydex.htm))
- NYS Crime Analysis Centers

## 1.5 The Future State

The objectives of this project are to deploy a records management system that will:

- Improve the safety of police officers and the public by providing investigative tools that enhance the ability of the State Police and other agencies to navigate the criminal investigation process.
- Improve efficiency and accuracy of data collection and provide users with advanced capabilities for reporting, searching, and analyzing the data within the system.
- Provide users of all levels of computer competency with a streamlined, easily navigable, and modern records management system that will aid in completion of their primary work objectives.
- Provide the capability to interface with multiple systems currently in use within the New York State law enforcement community and those that may be added in the future.
- Allow for field based system use, with or without network connectivity, utilizing in-car computers and other mobile platforms, such as tablets or smart phones.
- Produce historical versions of records for compliance with the New York State Rosario Rule.
- Provide enhanced security and auditing features to allow users at all levels increased functionality with regard to securing information and auditing activity that has occurred.
- Electronically track property/evidence, allowing for the use of bar codes and interfacing with the New York State Police Laboratory Information Management System.
- Integrate and streamline case management, warrants, property/evidence, arrests and other activities at hundreds of State Police and other law enforcement sites throughout New York.
- Improve internal business processes by providing a paperless environment utilizing electronic workflow for submission, correction, and storage of all necessary documents.
- Be extensible to local law enforcement across New York State, providing a single shared instance while maintaining independence and data security for any participating LEAs.
- Provide a common platform for information sharing and analysis, allowing for law enforcement across the state to anticipate crime patterns and deploy resources more effectively.

Replacing the existing RMS will allow the state to provide participating LEAs with a modern, fully capable system that will be able to accommodate future growth of law enforcement records management capabilities.

## 1.6 Bidder Minimum Qualifications

### MINIMUM QUALIFICATIONS

In order to be considered for evaluation/selection, a Bidder **must** attest using Attachment 26 – Attestation of Minimum Qualifications that they meet the minimum qualifications set forth below and in Attachment 26.

The Bidder entity must meet Minimum Requirements 1- 4 below. Such requirements cannot be met through a subcontractor or separate legal entity, including a parent corporation or subsidiary.

#### **Minimum Requirement 1**

The Bidder has been in continuous operation for at least the past five (5) years.

#### **Minimum Requirement 2**

The Bidder directly offers a Commercial off-the-shelf (COTS) Law Enforcement Records Management System software product (RMS) for use by state or large local government jurisdictions within the United States or Canada. (Note: A prospective Bidder who acts solely as a system or service integrator for an RMS solution does not meet this requirement.)

#### **Minimum Requirement 3**

The Bidder has all title, interest and rights to the RMS and underlying source code and can directly license, sub-license, create derivative works, escrow, publicly display and perform, distribute and modify the RMS product(s) proposed in the bid submission and the underlying source code to the State, without using a reseller, VAR or any third-party distributor or partner for the RMS products.

#### **Minimum Requirement 4**

The Bidder must be able to provide the direct support and maintenance for the RMS solution.

## PROCUREMENT SCHEDULE

### 1.7 Key Events and Dates

The key dates for this solicitation are provided below. To accentuate critical procurement dates, the dates for the Mandatory Pre-Proposal Conference, Closing Date for Questions, Mandatory Notice of Intent to Submit a Proposal and the Proposal Submission Deadlines are boldfaced. The schedule for this RFP is indicated below. OGS reserves the right to change any of the dates stated in this RFP.

Event	Date
Request for Proposals Release	<b>9/4/14</b>

Event	Date
Opening Date for Pre-Proposal Question Submission	9/4/14
<b>MANDATORY Pre-Proposal Conference Registration Deadline</b>	<b>9/16/14</b>
<b>MANDATORY Pre-Proposal Conference</b>	<b>9/18/14</b>
<b>Closing Date for Round 1 Questions</b>	<b>9/19/14</b>
Response to all Round 1 Questions received	9/24/14
Opening Date for Round 2 Questions	9/24/14
<b>Closing Date for Round 2 Questions</b>	<b>9/30/14</b>
Response to all Round 2 Questions	10/8/14
<b>MANDATORY Notice of Intent to Submit a Proposal</b>	<b>10/23/14, 5:00 p.m. EST</b>
<b>Proposal Submission Deadline</b>	<b>10/28/14, 11:00 a.m. EST</b>
Tentative Award	1/29/15
Contract Execution	3/12/15
Anticipated Project Start	3/19/15

## **2 Administrative Information**

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**Please note:** Prospective Bidders must register with the New York State Contract Reporter at <https://www.nyscr.ny.gov> in order to receive notifications about this solicitation. Navigate to the "I want to find contracts to bid on" page to register for your free account. Notifications about this solicitation will no longer be issued through OGS's Bidder Notification System (BNS) as of June 30, 2014.

### **2.1 Designated Contacts**

In compliance with the Procurement Lobbying Law, Dewan Bristo, NYS Office of General Services, New York State Procurement (NYSPRO) has been designated as the PRIMARY contact for this procurement solicitation and may be reached by email for all questions regarding this solicitation.

Dewan Bristo  
NYS Office of General Services  
NYSPRO  
Corning Tower, 38th Floor, ESP  
Albany, New York 12242  
Email: SST\_Telecommunications@ogs.ny.gov

In the event the primary designated contact is not available, the SECONDARY Designated Contact is:

Karen Fowler  
NYS Office of General Services  
NYSPRO  
Corning Tower, 38th Floor, ESP  
Albany, New York 12242  
Email: SST\_Telecommunications@ogs.ny.gov

For questions related specifically to Minority Women-Owned Business Enterprises (MWBE) provisions of this procurement solicitation, the designated contact is:

Anuola Surgick  
NYS Office of General Services  
Minority and Women-Owned Business Enterprises  
Corning Tower, 29th Floor, ESP  
Albany, NY 12242  
Email: Anuola.surgick@ogs.ny.gov

### **2.2 RFP Questions**

Questions regarding this RFP shall only be directed to:

Dewan Bristo  
NYS Office of General Services  
NYSPRO  
Corning Tower, 38th Floor, ESP  
Albany, New York 12242  
Email: SST\_Telecommunications@ogs.ny.gov

Questions regarding the RFP will only be accepted via e-mail or in writing by U.S Mail or private delivery service. Answers to all questions of a substantive nature will be provided to all prospective Bidders in the form of a question and answer document, which will be posted on the OGS website and released through the OGS Bidder Notification System (“BNS”) and/or the NYS Contract Reporter under classification code 43, 80, 81, 82, 83, 84, and 86.

Questions must be received by Deadline for submission of questions as stated in **Section 1.6 - Key Events and Dates.**

### 2.3 Mandatory Pre-Proposal Conference

**Participation in the Pre-Bid Conference is mandatory;** all Bidders must attend or participate remotely. A Bidder must register online for the Pre-Bid Conference by sending an email to [SST\\_Telecommunications@OGS.NY.GOV](mailto:SST_Telecommunications@OGS.NY.GOV). Please indicate the names of the people who will be in attendance and/or participating via webinar. Bidders who choose to attend remotely will be sent the webinar information after registration and prior to the conference.

The Pre-Bid Conference is scheduled to be held in Albany, New York on September 18, 2014, at Empire State Plaza, Corning Tower, 29<sup>th</sup> Floor. **Bidders may attend in person or may attend the webinar remotely (information below).** The room location and time will be provided to the registered Bidders prior to the conference. Each interested Bidder is requested to limit the number of representatives attending the Pre-Bid Conference to three (3). It is suggested that Bidders include a technical lead as a representative. Any individuals arriving later than 10 minutes after the start time of the Pre-Proposal Conference will not be admitted. If this results in a Prospective Bidder not having a representative at the Pre-Proposal Conference, that Prospective Bidder will be disqualified from further participation in this procurement.

Questions may be permitted and may be answered verbally at the Pre-Bid Conference, all verbal answers are unofficial. Answers to all questions posed at the Pre-bid Conference will be included in the written OGS response to Round 1 Bidder questions and will be posted on the NYS Contract Reporter. Only those answers provided in writing are official. All subsequent questions/inquiries must then be submitted in writing by sending an email to [SST\\_Telecommunications@OGS.NY.GOV](mailto:SST_Telecommunications@OGS.NY.GOV).

At the discretion of OGS/NYSPro, materials may be posted to the OGS website for viewing or provided prior to the Pre-Proposal Conference to Prospective Bidders using the e-mail address (es) submitted with registration.

## 2.4 Mandatory Notice of Intent to Submit Proposal

As a condition to further participation in this procurement, Bidder is required to indicate its intent to bid on this RFP by emailing a letter to this effect to [SST\\_Telecommunications@OGS.NY.GOV](mailto:SST_Telecommunications@OGS.NY.GOV). The Notice of Intent to Submit Proposal must be received by OGS by the date in **Section 1.7 - Key Events and Dates**. **Prospective Bidders whose Notice of Intent to Submit Proposal is not received by OGS on or before the deadline will be disqualified from further participation in this procurement.** Please note, by submitting the Intent to Submit a Proposal, the Prospective Bidders is not obligated to submit a proposal.

Bidders who may wish to submit a proposal shall register their Intent to submit a proposal by sending written notice to Dewan Bristo, via e-mail at [SST\\_Telecommunications@OGS.NY.GOV](mailto:SST_Telecommunications@OGS.NY.GOV). Prospective Bidders shall include their company name, address, phone, contact name, title, and email address.

Deadline for submission of Intent to Bid will be as stated in **Section 1.7 – Key Events and Dates**. Prospective Bidders assume sole responsibility for timely receipt of the intent notification.

## 2.5 Summary of Policy and Prohibitions on Procurement Lobbying

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between OGS and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, are identified in Section 2.1 above. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website: [http://www.ogs.ny.gov/aboutOgs/regulations/defaultSFL\\_139j-k.asp](http://www.ogs.ny.gov/aboutOgs/regulations/defaultSFL_139j-k.asp)

## 2.6 New York State Procurement Rights

New York State reserves the right to:

- Reject any or all proposals received in response to the RFP;
- Withdraw the RFP at any time, in OGS's sole discretion;
- Make an award under the RFP in whole or in part;
- Disqualify any Bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
- Seek clarifications and revisions of proposals;
- Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
- Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments;
- Change any of the schedule dates with notification through the Bidder Notification System and/or NYS Contract Reporter
- Eliminate any mandatory, non-material specifications that cannot be complied with by all bidders;
- Waive any requirements that are not material;
- Utilize any and all ideas submitted in the proposals received;
- Adopt all or any part of a Bidder's proposal in selecting the optimum configuration.
- Negotiate with the Bidder(s) responding to this RFP within the RFP requirements to serve the best interests of the State. This includes requesting clarifications of any or all Bidders' proposals;
- Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder's proposal and/or to determine a Bidder's compliance with the requirements of the solicitation;
- Select and award the Contract to other than the selected Bidder in the event that the State is unsuccessful in negotiating a Contract with the selected Contactor within 30 days of Contract award or, optionally, in other specified circumstances as detailed in the RFP requirements;
- Use proposal information obtained through site visits, management interviews, and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP;
- Request current Bidder financial statement(s) that demonstrate Bidder's ability to service a contract with dollar sales volume similar to the scope of this RFP;
- Request additional documentation from the Bidder or request reports on financial stability from independent financial rating services;
- Reject any Bidder who does not demonstrate financial stability sufficient for the scope of this RFP;
- Reject any Bid submission or portion(s) thereof determined to have been altered or modified from the original format by the Bidder. Such alterations or

modifications include but are not limited to: any changes to document headers, footers and/or cells, unprotecting worksheets or workbooks, hiding or un-hiding cells, columns, rows, or worksheets, and locking or unlocking cells;

- Reject an unbalanced bid, or a bid containing incomplete, unreasonable or unrealistic pricing, as determined by the State;
- Offer a Bidder the opportunity to provide supplemental information or clarify its Proposal, including the opportunity to explain or justify the balance, realism and/or reasonableness of its pricing;
- Upon discovery of non-material completeness or conformance issues with a Bidder's Proposal, contact the Bidder to attempt to cure the issue prior to completion of the evaluation of the Bidder's Proposal.

## 2.7 State Ethics Law Provision

By submitting a proposal in response to this RFP the person signing the proposal certifies, for and on behalf of the Bidder, that:

- A. He/she is familiar with provisions applicable to post-employment restrictions affecting former State employees, available using the link below<sup>1</sup>:
  - 1. Public Officers Law § 73(8)(a)(i), (the two-year bar); and
  - 2. Public Officers Law § 73(8)(a)(ii), (the life-time bar);
- B. Submission of this proposal does not violate either provision;
- C. He/she is familiar with the Bidder's employees, and its agents;
- D. He/she understands that the State intends to rely on this certification;
- E. No violation shall occur by entering into a Contract or in performance of the contractual services; and
- F. This certification is material to the proposal.

The Bidder shall fully disclose to OGS, within the proposal and on a continuing basis, any circumstances that could affect its ability to comply with the cited laws. Bidders shall address any questions concerning these provisions to:

NYS Joint Commission on Public Ethics  
540 Broadway  
Albany, NY 12207  
Telephone #: (518) 408-3976

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<sup>1</sup> <http://public.leginfo.state.ny.us/menuf.cgi> (When the page opens, under "Search", click on "Laws of New York". On the next page, select "PBO Public Officers". When this page opens, select "Article 4 – (60 - 79) POWERS AND DUTIES OF PUBLIC OFFICERS" and choose Sections 73 (8-a) (i) and 73 (8-a) (ii).)

## 2.8 RFP Documents

- A. The RFP is composed of this document and the following documents:
- Appendix A - Standard Clauses for New York State Contracts (January 2014)
  - Appendix B - General Specifications
  - Appendix C - Equal Employment Opportunity Staffing Plan (Form EEO 100)
  - Appendix D - Glossary of Terms
  - Appendix E - Data Volumes
  - Appendix F - NYS GIS Program Office Geocoding Services
  - Appendix G - Sample Forms
  - Appendix H - FBI DCJS Cards
  - Appendix I - NYS DMV Requirements
  - Appendix J - Standardized Reports
  - Appendix K - Information Sharing Environment, Functional Standard Suspicious Activity Reporting
  - Appendix L - Data Structure SJS
  - Appendix M - Data Structure – Intelligence Case Management System
  - Appendix N - Proposed Staffing and Title Thresholds
  - Appendix O - List of Law Enforcement Agencies
  - Appendix P - Contract Modification Procedures
  - Appendix Q - CJIS Security Policy v.5
  - Appendix R - Demonstration Scenarios
  - Appendix S - Desirable Scenarios
  - Appendix T - LEXS DOJ
  - Appendix U - Operation Safe Guard Interface WSDL
  - Appendix V - Table Structure SJS
  - Appendix W - Report of Contract Purchases
  - Appendix X - NY.gov ID Specifications
  - Attachment 1.1 - RMS Functional Requirements
  - Attachment 1.2 - RMS Functional Integration Requirements
  - Attachment 1.3 - RMS System Requirements – Technology
  - Attachment 2 - Project Plan
  - Attachment 3 - Training Plan
  - Attachment 4.1 - Conversion Plan – Contractor
  - Attachment 4.2 - Conversion Plan – NYS
  - Attachment 5 - Acceptance Testing Plan
  - Attachment 6 - Support Plan
  - Attachment 7 - Proposed Licensing Fees
  - Attachment 8 - Proposed Implementation Fees
  - Attachment 9 - Proposed Training Fees
  - Attachment 10 - Proposed Conversion Costs - Contractor
  - Attachment 11 - Proposed Conversion Costs - NYS
  - Attachment 12 - Proposed Maintenance and Support Fees
  - Attachment 13 - Hardware and Software Costs

- Attachment 14 - Manufacturer's Published Pricing
- Attachment 15 - Proposed Hourly Rates
- Attachment 16 - Customer References
- Attachment 17 - Proposal Checklist
- Attachment 18 - NYS Required Certifications
- Attachment 19 - Encouraging Use of NYS Businesses
- Attachment 20 - Insurance Requirements
- Attachment 21 - General Questions Standard Form
- Attachment 22 - Extraneous Terms Template
- Attachment 23 - Statement of Work Template
- Attachment 24 - Inquiries Template
- Attachment 25 - Desirable Scenario Pricing
- Attachment 26 - Attestation of Minimum Qualifications
- Attachment 27 - Additional Pages for Requirement Responses

B. Conflicts among the documents comprising this solicitation shall be resolved in the following order of precedence:

1. Appendix A - Standard Clauses for New York State Contracts (January 2014);
2. Official Responses to Questions and Purchasing Memoranda;
3. This document;
4. Appendix D – Glossary of Terms and Attachment 20 (Insurance Requirements);
5. Appendices E (Data Volumes), F (NYS GIS Program Office Geocoding Services), G (Sample Forms), H (FBI DCJS Cards), I (NYS DMV Requirements), J (Standardized Reports), K (Information Sharing Environment, Functional Standard Suspicious Activity Reporting), L (Data Structure SJS), M (Data Structure-Intelligence Case Management System), Q (CJIS Security Policy v.5), T (LEXS DOJ), U (Operation Safe Guard Interface WSDL), V (Table Structure SJS), and Attachments 1.1 (RMS Functional Requirements), 1.2 (RMS Functional Integration Requirements), and 1.3 (RMS System Requirements – Technology);
6. Appendices N (Proposed Staffing and Title Thresholds), R (Demonstration Scenarios), S (Desirable Scenarios), and Attachments 2 (Project Plan), 3 (Training Plan), 4.1 (Conversion Plan – Contractor), 4.2 (Conversion Plan – NYS), 5 (Acceptance Testing Plan), 6 (Support Plan), 7 (Proposed Licensing Fees), 8 (Proposed Implementation Fees), 9 (Proposed Training Fees), 10 (Proposed Conversion Costs – Contractor), 11 (Proposed Conversion Costs – NYS), 12 (Proposed Maintenance and Support Fees), 13 (Hardware and Software Costs), 14 (Manufacturer's Published Pricing), 15 (Proposed Hourly Rates), 16 (Customer References), 25 (Desirable Scenario Pricing) and 26 (Attestation of Minimum Qualifications);
7. Appendix B (General Specifications); and
8. Appendices C (Equal Employment Opportunity Staffing Plan (Form EEO 100)), O (List of Law Enforcement Agencies), P (Contract Modification Procedures), W (Report of

Contract Purchases), and Attachments 17 (Proposal Checklist), 18 (NYS Required Certifications), 19 (Encouraging Use of NYS Businesses), 21 (General Questions Standard Form), 22 (Extraneous Terms Template), 23 (Statement of Work Template) and 24 (Inquiries Template).

## 3 Scope of Work

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### 3.1 Introduction

Through this procurement NYS seeks to acquire an industry leading RMS package and support. The successful vendor will have an organization capable of supporting this product throughout the term of the contract. The State's intent is to make use of the standard functionality within a COTS software RMS solution to the maximum degree possible. The RMS must fit into the overall infrastructure of NYS and provide a scalable design to allow for future growth and the addition of LEAs across New York State.

### 3.2 Project Phase Overview

It is anticipated that the Project will proceed in the following phased approach:

#### **Phase 1: Stand up Base RMS for NYSP**

This initial phase of the project involves all aspects of the software installation, implementation, configuration, customization (as necessary), data conversion/migration, acceptance testing, and training on the base RMS application. During this phase the New York State Police and 2 selected LEAs will be fully converted from the SJS application to the new RMS. In the event the RMS COTS application needs any customization a full project development effort will take place to affect a successful integration to the already established COTs solution. For additional information relating to this phase, refer to Table 1 below.

#### **Phase 2: Migration of LEAs using SJS to RMS**

The next phase of the project will involve the conversion of the remaining LEAs currently operating the SJS application. Since the expectation is that all aspects of the RMS application be fully tested and accepted during phase 1, the primary effort during this phase will be to coordinate which locations will be converted, identify and configure LEA exceptions, perform SJS data conversion and fully onboard these entities. Since the implementation of SJS at the local LEAs is different than the implementation of SJS at NYSP, some reconfiguring of the migration tools will be required. The State in its discretion may authorize the beginning of phase 2 before phase 1 acceptance. It is expected that the initiation of phase 2 will not impede the timely completion of phase 1. SJS application support will be terminated at the conclusion of this phase. For additional information relating to this phase, refer to Table 1 below.

#### **Phase 3: Migration of non-SJS Users to RMS**

The last phase of this project will involve the conversion of the LEAs NOT currently operating the SJS application. LEAs using systems other than the SJS application will have the option to convert to the new RMS system. It is, therefore, estimated that only a portion of the remaining 300 + LEAs will request the use of this new system. Any data migration activities necessary for these locations are out of scope of phases 1 and 2 and will be performed pursuant to a Statement of Work entered into by the LEA and the Contractor. The State in its discretion may authorize the beginning of phase 3 activities before phase 1 acceptance and the completion of phase 2 activities. For additional information relating to this phase, refer to Table 1 below.

**Table 1 - Expected Implementation Strategy**

Phase	Phase Definition	*Anticipated Volume of Sworn Officers	Desired Implementation Methodology	**Expected Completion - Fully Functional	Training Notes
1	Fully implement selected contractor's RMS solution and migrate NYSP users from SJS to new RMS	4600 sworn officers	One or two local LEAs to participate in initial implementation)	It is highly desirable that a fully functional records management system is implemented by the Contractor no later than <b>14 months following approval of the Contract;</b>	All in-person vendor led training will be conducted from a centralized training academy. This training consists of T3, Business Administrator, and System Administrator training.
2	LEA users migrating from SJS to new RMS (to include other State Entities currently using SJS )	3000 sworn officers	2 LEAs/entities per week – ITS will make every effort to implement in geographic clusters	Within 2 years after phase 1 completion. Note phase 2 activities may begin prior to completion of phase 1 providing there is no degradation in delivery of phase 1 (this timeframe is highly desired)	Vendor hands on training will not be necessary at every LEA
3	Non-SJS users migrating to new RMS (assuming 130 of the possible 300 entities)	7800 sworn officers (assuming the average of 60 users for each LEA not using SJS) sworn officers	4 LEAs per month	Beginning as quickly as feasible without degrading progress on phases 1 & 2	Vendor hands on training will not be necessary at every LEA

- \* Note: Anticipated Volume of Sworn Officer information is estimated and is intended to assist with bidder proposal development including licensing, pricing, etc.
- \*\* The State reserves the right to change stated timelines to meet the best interest of the State.

Appendix O contains a list of Law Enforcement Agencies.

### **3.3 Contractor Requirements**

The information shared in this section describes aspects of the engagement that the contractor must perform. In each of the below categories an attachment is made available that shows the requirements for both contract performance and the bid proposal.

#### **3.3.1 Project Plan**

The Bidder must review, complete and submit Attachment 2 – Project Plan.

#### **3.3.2 Data Conversion/Migration Plan**

NYS is committed to providing access to the new RMS at the least possible cost. To this end the Bidder must propose how the conversion and migration would be completed through two different approaches; (1) the Contractor would be responsible for the conversion and migration of data with support from NYS; and (2) NYS would be responsible for the conversion and migration of data with support from the Contractor. Therefore, the Bidder must review and complete Attachment 4.1 - Data Conversion – Contractor and Attachment 4.2– Data Conversion - NYS. NYS will notify the awarded contractor of the approach selected for execution during project engagement.

#### **3.3.3 Bidder Acceptance Plan**

The Bidder must review and complete Attachment 5 - Acceptance Testing Plan.

#### **3.3.4 Training Plan**

The Bidder must review and complete Attachment 3 - Training Plan.

#### **3.3.5 Support Plan**

The Bidder must review and complete Attachment 6 - Support Plan.

### **3.4 System Requirements**

The information shared in this section describes aspects of the system that the contractor must deliver. In each of the below categories an attachment is made

available that shows the requirements for both the system performance and the bid proposal.

### **3.4.1 Functional Requirements**

The Bidder must review and complete Attachment 1.1 – Functional Requirements. Below are the categories of functional requirements.

#### **3.4.1.1 Global System Requirements**

#### **3.4.1.2 Audit/Security**

#### **3.4.1.3 Master Indices**

#### **3.4.1.4 Case Management**

#### **3.4.1.5 Property Management**

#### **3.4.1.6 Reporting/Searching**

#### **3.4.1.7 Records**

#### **3.4.1.8 Additional Desirable Functionality**

### **3.4.2 Integration Requirements**

The new RMS is expected to contain multiple interfaces from the RMS to external systems. Below is a list of those integrations that must be addressed during phase 1 of this project. The Bidder must review and complete Attachment 1.2 – Integration Requirements.

- 3.4.2.1 **Administrative Messaging System (AMS)**
- 3.4.2.2 **Coded Law File Update – State Laws**
- 3.4.2.3 **Computer Aided Dispatch (CAD)**
- 3.4.2.4 **Criminal Intelligence Analysis System (CIAS)**
- 3.4.2.5 **Criminal Intelligence Analysis System (CIAS) Inquiry**
- 3.4.2.6 **Crime Analysis Center (CAC)**
- 3.4.2.7 **Operation Safeguard (Op Safe)**
- 3.4.2.8 **GIS/GeoCoder**
- 3.4.2.9 **Integrated Justice Portal (IJP) Inquiry**
- 3.4.2.10 **Integrated Justice Portal (IJP) Responses**
- 3.4.2.11 **Lab Information Management System (LIMS)**
- 3.4.2.12 **Leave and Accrual Tracking System (LATS)**
- 3.4.2.13 **Livescan**
- 3.4.2.14 **New York Data Exchange (NY-DEx)**
- 3.4.2.15 **New York Prosecutors Training Institute (NYPTI)**
- 3.4.2.16 **UCR / IBR**
- 3.4.2.17 **Traffic and Criminal Software (TraCS)**
- 3.4.2.18 **TraCS Inquiry from the RMS**
- 3.4.2.19 **Personnel Data System (PDS) / Troop, Zone and Station (TZS)  
– SJS**
- 3.4.2.20 **Mug Shot Viewing**
- 3.4.2.21 **NSI Shared Data Repository**
- 3.4.2.22 **PIO Newsroom Website**
- 3.4.2.23 **Interstate Compact Offender Transfer Notification Service  
(ICOTS)**
- 3.4.2.24 **External Notifications**

**3.4.2.25 Jail Management**

**3.4.2.26 Domestic Incident Report Repository**

**3.4.3 Technical Requirements**

The Bidder must review and complete Attachment 1.3 – Technical Requirements.

## **4 Method of Award, Evaluation and Scoring Method**

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### **4.1 Method of Award**

It is the intent of OGS to award a Contractor one (1) centralized contract for the RMS products and services described herein. The contract award made under this RFP will be made based on “Best Value” to a responsive and responsible Bidder. This means that the proposal that optimizes quality, cost and efficiency among responsive and responsible Bidders shall be selected for award (State Finance Law, Article 11, Section 163).

### **4.2 Evaluation and Scoring Method**

Proposals will consist of three (3) separate parts: (1) an Administrative Proposal, (2) a Technical Proposal and (3) a Financial Proposal. Each component will be evaluated separately and independently in accordance with the RFP as further described below. The relative weights of each part of the Proposal are as follows:

Administrative Proposal: Pass/Fail  
Technical Proposal: 75%  
Financial Proposal: 25%

### **4.3 Administrative Proposal Requirements**

#### **ADMINISTRATIVE PROPOSAL EVALUATION (PASS/FAIL)**

All Administrative Proposals that are received in a timely manner will be reviewed to determine if they meet the proposal submission requirements as outlined in Section 5 of this RFP. Administrative Proposals that are materially deficient in meeting the submission requirements or have omitted material documents, in the sole opinion of OGS, may be rejected and disqualified from further consideration for award.

In order to qualify to submit a proposal in response to the RFP, a prospective Bidder shall a) attend the mandatory Pre-Bid Conference as described in Subsection 2.3 of the RFP and b) timely submit the mandatory Notice of Intent to Bid submission documents as described in Subsection 2.4 of the RFP.

### **4.4 Technical Proposal Evaluation**

All bids passing the Administrative proposal evaluation will then move to the Technical Evaluation. This process consists of the following steps:

1. Pass / Fail Evaluation: the technical evaluation team will inspect each Technical Proposal to determine if:
  - a. it contains responses to all of the mandatory requirements as prescribed in the RFP;
  - b. the proposed hardware and software listed in Table 1 of Attachment 13 is adequate to support the description of the architecture in the attachment; and
  - c. the hours for each title specified by the bidder for each of the four (4) scenarios as proposed in Attachment 25 are reasonable based on the scenario descriptions in Appendix S.

No score will be tabulated for this evaluation and proposals that fail this review will be disqualified.

2. Qualifications Evaluation: This phase of the Technical evaluation emphasizes the importance of the verifiable implementation experience of the Bidder, the scope of the Bidder's RMS user base and the extent to which the proposed solution utilizes COTS features. Specifically, the evaluation criteria during this phase focuses on the following:
  - a. Percentage of mandatory requirements satisfied by the COTS offering
  - b. Multi-jurisdictional and multi-tenancy capabilities.
  - c. Scalability of the COTS offering based on the number of users, number of transactions and size of databases currently installed.
  - d. Experience migrating data to the COTS offering from other vendor or custom applications.
  - e. Bidder experience, in years, of managing RMS development, implementation and support.

A median score will be determined following the Qualifications Evaluation. Bids with scores equal to or greater than the median score will continue on to the Detailed Technical Evaluation. Bids with scores less than the median score will be removed from further consideration. If there are 8 or fewer bids, all bids will proceed to the Detailed Technical Evaluation, regardless of their Qualifications Evaluation score. The scores from the Qualifications Evaluation will not be carried forward to the Detailed Technical Evaluation phase of the evaluation.

3. Detailed Technical Evaluation: The technical evaluation team will inspect all aspects of the Bidder's Technical proposal, apply the evaluation criteria developed and score accordingly. A median score will be determined based on the Detailed Technical Evaluation. Bids with scores equal to or greater than the median score will proceed to Vendor Demonstrations and Reference Checks. Bids with scores less than the median score will be removed from further consideration. However, if there are 5 or fewer bids being evaluated in the

Detailed Technical Evaluation, all such bids will proceed to Vendor Demonstrations and Reference Checks regardless of their Detailed Technical Evaluation score. The scores from the Detailed Technical Evaluation will be carried forward to the Vendor Demonstrations and Reference Checks phase of the evaluation. Vendors proceeding to Vendor Demonstrations and Reference Checks will be so notified.

4. Vendor Demonstrations and Reference Checks: Bidders proceeding to the Vendor Demonstrations and Reference Checks phase shall be required to conduct demonstrations for New York State. The technical evaluation team will apply the evaluation criteria to the Bidder demonstrations and score accordingly. The vendor demonstration shall be conducted by key personnel, including the engagement manager, project manager and the product expert. The State will provide a proposed agenda at such time. Demonstration scenarios are provided in Appendix R. The demonstration will be conducted in the following manner:
  - a. Vendors will be given at a minimum of 10 business days to prepare for the demonstration.
  - b. Each vendor will be assigned a date for their demonstrations to begin.
  - c. Each vendor will be given 10-12 scenarios to demonstrate within an allotted time frame.
  - d. Each demonstration will follow the below format and schedule:

Vendor Setup	Morning of Day 1
Scenarios demonstration	Begin morning of Day 1 continuing to Day 2 (0900 - 1800)
Vendor Cleanup	End of Day 2

- e. For features that have not yet been built into the system, a mock up showing how the feature would look and operate is required.
- f. Each vendor is responsible for bringing all equipment necessary to execute their demonstration. NYS will provide 120v power receptacles.

The State’s Reference team members will contact three (3) references for each Bidder participating in this phase of the evaluation. References will be chosen from Attachment 16. References will be asked scripted questions, and their answers will be scored on a pre-defined scoring worksheet.

**Final Technical Evaluation Scoring Before Application of Quantitative Factor:** The scores from the Detailed Technical Evaluation and the Vendor Demonstrations and Reference Checks will be tallied. Those scores will then be submitted to the evaluation

coordinator for the application of any applicable Quantitative Factor and computation of the Combined Evaluation Score as described below.

#### **4.5 Quantitative Factor for NYS Certified Minority and Women-owned Business Enterprises and Small Businesses as defined in NYS Executive Law Section 310(20)**

State Finance Law section 163(1)(j) allows, when making a Best Value determination, for the inclusion of a quantitative factor for Bidders that are Small Businesses or certified Minority or Women-owned Business Enterprises (MWBEs) as defined in subdivisions one, seven, fifteen and twenty of section three hundred ten of the NYS Executive Law.

In accordance with such authority, five percent (5%) of the total technical evaluation scale (referred to herein as the “quantitative factor”) will be awarded to any responsive Bidder who meets one of the following criteria (NOTE: Although a Bidder may meet more than one of the criteria, credit is to be awarded for only one category, not multiple categories):

- A. The Bidder is a New York State Certified Minority and Women-owned Business Enterprise (MWBE); or
- B. The Bidder is a Small Business as defined in Executive Law Section 310(20) (SBE).

For the Bidder to receive the quantitative factor credit for being a MWBE, the Bidder must have been listed as an MWBE in the directory of New York State Certified MWBEs (“Directory”) on the Proposal Submission Deadline specified in **RFP section 1.7 -Key Events and Dates**.

For the Bidder to receive the quantitative factor credit for being a SBE, the Proposal must include completed **Attachment 18 – NYS Required Certifications, with item #2 of the Small Business Certification section checked**. If the Bidder fails to check item #2 of the Small Business Certification and submit it with the Proposal, the Bidder will not receive the quantitative factor credit.

#### Example of Application of Quantitative Factor:

Where the total evaluation criteria is worth 100 points, weighted 25% financial and 75% technical, a Bidder that is an MWBE or SBE will be awarded 3.75 out of 100 points, representing 5% of the 75% technical scale.

If no responsive Bidder is an MWBE or SBE, then no quantitative factor points will be awarded.

## 4.6 Financial Evaluation Protocol

The financial evaluation will be based upon a comparative analysis of Bidders' costs proposed in the following attachments:

- Attachment 7 - Proposed Licensing Fees;
- Attachment 8 - Proposed Implementation Fees;
- Attachment 9 - Proposed Training Fees (Phase 1 only);
- Attachment 10 - Proposed Conversion Costs – Contractor;
- Attachment 11 - Proposed Conversion Costs – NYS;
- Attachment 12 - Proposed Maintenance and Support Fees;
- Attachment 13 - Hardware and Software Costs;
- Attachment 14 - Manufacturer's Published Pricing;
- Attachment 15 - Proposed Hourly Rates; and
- Attachment 25 - Desirable Scenario Pricing

The Bidder having the lowest costs will be awarded up to 25 points. Each of the remaining Bidders will be awarded points based on its costs compared to the lowest Bidder's costs.

Attachment 14 – Manufacturer's Published Pricing will be evaluated, for reasonableness of price only, using a Market Basket approach. (The State reserves the right to require the selected Contractor to add its pricing bid in Attachment 25 – Desirable Scenario Pricing to its price list for the purposes of the contract resulting from this RFP.)

## 4.7 Calculation of Combined Evaluation Score

All scoring will be tallied and the Bidder with the highest Combined Evaluation Score will be notified.

In the case of Bidders with the same Combined Evaluation Score, the Bidder with the highest Cost Score shall be eligible for Contract award.

## 5 Proposal Requirements

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The Bidder shall submit a proposal that clearly provides **all** of the information required by this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and clarity of content. The Bidder is advised to thoroughly read and follow all instructions contained in this RFP. Proposals that do not comply with RFP instructions may be deemed non-responsive.

To assist Bidders, the State has provided Attachment 17 – Proposal Checklist.

The State does not require, nor desire, any promotional material that does not specifically address the response requirements of this RFP.

A complete proposal for this RFP is comprised of three (3) separate sealed proposals: (1) Administrative, (2) Technical and (3) Financial. Please see below for content and submission details.

### 5.1 Administrative Proposal Requirements

After the bid opening, each proposal will be screened for completeness and conformance with the stated requirements for bid submission as set forth herein. Any Bid not meeting these requirements may be deemed nonresponsive and may be denied further consideration for award.

A complete Administrative Proposal will consist of the following items, as further described herein:

1. Completed and signed Pages 1 and 2 of the RFP (Cover Sheet and Acknowledgement Page)
2. Completed Attachment 17 – Proposal Checklist
3. Completed and signed Attachment 18 – NYS Required Certifications
4. Completed Attachment 19 – Encouraging Use of NYS Businesses
5. Completed and signed Contractor Certification ST-220-CA  
([http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf))
6. Completed Vendor Responsibility Questionnaire For-Profit Business Entity or proof of on-line submission (see Section 7.29 New York State Vendor Responsibility)

7. Commitment to obtain, or proof of compliance with Workers' Compensation, Disability Benefits Coverage and Insurance Requirements in accordance with Attachment 20 - Insurance Requirements
8. Completed Attachment 21 - General Questions Standard Form
9. Completed Attachment 22 - Extraneous Terms
10. Completed Attachment 26 - Attestation of Minimum Qualifications

## 5.2 Technical Proposal Requirements

This section of the RFP provides instructions to Bidders regarding information that is to be included in the Technical Proposal. All responses must be complete, factual and as detailed as necessary to allow the State to perform a comprehensive review and evaluation of the Bidder's Technical Proposal.

The purpose of the Technical Proposal is to provide a Bidder with the opportunity to demonstrate its qualifications, competence and capacity to undertake the engagement described herein, in a manner which complies with applicable laws and regulations, and the requirements of the RFP. It should specifically detail the Bidder's qualifications and experience in providing the services sought by the State. The Technical Proposal will consist of eight (8) completed Sections and a demonstration as follows:

- (1) Executive Summary
- (2) Functional Requirements – Attachments 1.1, 1.2, and 1.3
- (3) Project Plan – Attachment 2
- (4) Training Plan – Attachment 3
- (5) Data Conversion Plans – Attachments 4.1 and 4.2
- (6) Acceptance Testing Plan – Attachment 5
- (7) Support Plan – Attachment 6
- (8) Customer References – Attachment 16
- (9) Solution Demonstration (not a section for completion)

**Important: No Cost information shall be included in the Technical Proposal submission.**

### 5.2.1 Executive Summary

Bidder may include information not defined as required in this section but deemed necessary to fully understand the Bidder's Company experience and Staff Qualifications. The Bidder must submit a comprehensive Executive Summary that includes, but is not limited to the following:

## Company Experience

Provide a description of the Bidder's direct, prior experience in providing law enforcement RMS software and services to clients with complex work environments and a large number of users. Describe this experience and related services as well as describing the client in each case. This shall include, but not be limited to:

- The number of years the Bidder's team has been providing law enforcement RMS software and services.
- Information documenting the complexity (large project, multi-year, multi-site, multi-agency, etc.) of previous implementations. This should include, but not be limited to:
  - the type of client (Government entity, private company, etc.)
  - the number of locations
  - the project duration
  - the number of Bidder FTE's involved in the implementation
  - the number of client FTE's involved in the implementation
  - any other information relevant to describing the client organization in the context of this RFP
- Information documenting the Bidder's experience working with any proposed sub-contractors (e.g. nature of the relationship, number of engagements worked together, duration of engagements, percent split between firms, etc.).
- Summary information documenting the total number of installations of the solution proposed for use by the State that were configured, customized and implemented, and are currently in production in NYS or other jurisdictions.
- Identify and explain any problematic, cancelled or failed implementations, implementations that were not completed on schedule of the Bidder's proposed solution, resulted in litigation, alternative dispute resolution proceedings, contract escalation, formal complaint against the Bidder, chargeback or liquidated damages, in the last ten (10) years or that are currently pending litigation. Provide a full explanation of the reasons for the proceedings, problems, cancellation or failed implementation including the resolution of the issue.

## Staff Qualifications

The Bidder shall demonstrate that the proposed staff possesses the necessary knowledge and demonstrated ability to provide the services required by this RFP. This shall include, but not be limited to:

- All relevant information regarding the number, qualifications and experience of staff to be specifically assigned to this engagement. This shall include, but not be limited to:
  - Relevant licensure/certification status
  - Indication of experience gained on projects similar to that described in the RFP
  - Indication of the Job Title that the individual will be assigned to.
- Provide resumes for all Staff that are assigned to the following roles:
  - Project Manager
  - Engagement Manager
- Include a project organization chart, with names and titles, showing the individuals to be assigned to this project with a specific indication of what role the individual will have on this engagement.
- Include a discussion indicating how the staff competency level will be assured throughout the term of the contract.

The Engagement Manager and Project Manager are important resources to ensure project success. Descriptions of these resources are described below. The Project Manager performs these functions on a daily basis working with the project team, whereas the Engagement Manager performs these functions in an executive capacity and provides an escalation path for the Project Manager.

### **Project Manager**

The Project Manager must meet the following criteria and responsibilities:

- The Contractor shall provide a full-time Project Manager (PM) dedicated to this project. The PM is expected to be available during Phase 1 and Phase 2 work and be available during normal business hours (M-F, 8 AM- 5 PM EST, including legal holidays). The proposed schedule for the Project Manager will be approved by the NYS Project Manager.
- The proposed Project Manager submitted by the Contractor shall have experience within the last five (5) years managing projects involving the implementation of large scale law enforcement systems
- The proposed Project Manager shall be fluent in the English language (i.e., speaks, reads, writes, understands, and comprehends English fluently).

- The proposed Project Manager shall be responsible for directing the Contractor resources, coordinating and communicating with the NYS Project Manager and ensuring the project deliverables are met according to the approved project plan.
- Following approval of the Contract, the Project Manager submitted by the Bidder shall be the Bidder's legal agent and NYS prime contact with regard to all provisions of the Contract. The Project Manager shall be made available to the NYS project at inception (full time) and remain with the project through any Warranty period.

### **Engagement Manager**

The Engagement Manager is responsible for the management of the contractual relationship between NYS and Contractor (rather than the management of the project). The qualifications for an Engagement Manager include, but are not limited to, the following:

- Authority to fully represent the Contractor when interacting with the NYS executive team (e.g., Superintendent of the NYSP, NYS CIO, Public Safety CIO)
- Understanding of the Contractor's RMS proposed COTS product
- Responsibilities that include, but are not limited to, the following:
  1. managing the relationship with NYS throughout the project duration and acting as the main point of contact between NYS and Contractor organization;
  2. ensuring the services delivered by the Contractor conform to what has been contractually agreed between NYS and Contractor and monitoring the delivery of said services against agreed schedule, quality, scope and budget;
  3. managing Contractor resource planning and addressing resources performance issues;
  4. managing the financial aspects of the contract (billing for services, following-up on payments etc.);
  5. acting as the escalation point when issues arise with Contractor's resources / services and managing any dispute or conflict;
  6. reporting internally within Contractor organization on project performance (services delivery, progress, economics, etc.).

### **5.2.2 Attachments 1.1, 1.2 and 1.3 – Functional and System Requirements**

Using Attachments 1.1, 1.2 and 1.3, Bidders shall complete the section designated for describing how the Bidder's proposed solution meets each of the Mandatory and Desirable Requirements and explaining the functionality of the Bidder's proposed solution for each requirement.

### **5.2.3 Attachment 2 – Project Plan**

Using Attachment 2, each Bidder shall deliver a comprehensive Project Plan that clearly articulates a roadmap for success in implementing its solution. The purpose of the Project Plan response is to allow each Bidder to clearly articulate its methodology(s) and processes for the delivery and deployment of the proposed records management system as well as proposed timeframes, staffing requirements and other management proposals, (e.g., risk management and quality management).

### **5.2.4 Attachment 3 – Training Plan**

Using Attachment 3, the Bidder shall provide its training plan and training content which includes but is not limited to all requirements defined therein. Should the Bidder training plan include items not defined as required in this document but deemed necessary to fully understand the Bidder solution, such content must be included. Include with your plan the estimated timeframes, equipment requirements, best practices, considerations, constraints and limitations.

### **5.2.5 Attachments 4.1 and 4.2 – Data Conversion**

NYS is committed to providing access to the new RMS at the least possible cost and, to achieve this goal, requires the Bidder to propose how the conversion and migration would be completed in two (2) scenarios: (1) the Contractor would be responsible for the conversion and migration of data with support from NYS; and (2) NYS would be responsible for the conversion and migration of data with support from the Contractor. Attachments 4.1 and 4.2 detail the specific tasks to be performed by the Contractor and the State in each scenario. Bidder shall use Attachments 4.1 and 4.2 to provide its response.

### **5.2.6 Attachment 5 – Acceptance Testing Plan**

It is critical to have a comprehensive testing and quality assurance strategy in place to ensure a successful implementation of a new RMS. Acceptance tests shall be performed on the RMS to determine if the system meets the scalability, throughput, functionality, and interoperability, backup & restore, and high availability requirements specified herein for the operational RMS. These test plans shall be for all functionality and requirements including, but not limited to, all RMS software, interfaces and performance. Bidder shall complete its response on Attachment 5.

### **5.2.7 Attachment 6 – Support Plan**

Using Attachment 6 the Bidder shall provide a support plan which includes responses to all requirements identified therein. The Bidder's response shall include details on its approach to problem resolution and software maintenance.

### **5.2.8 Attachment 16 – Customer References**

The Bidder should, as Contractor, have experience in the successful implementation of law enforcement records management systems for organizations of similar size and scope as defined in the NYS requirements set forth herein and shall provide the information required in this section to document its experience, focusing on the past ten (10) calendar years. Bidder shall complete all information required on Attachment 16.

### **5.2.9 Solution Demonstration**

Upon notice by the State, selected vendors will be required to demonstrate their solution at a designated State location, date and time. The purpose of this demonstration is to impart an understanding of how specific services will be provided, to substantiate the information contained in the Bidder's proposal, and for the Bidder to further explain and demonstrate its proposed solution, experience and capabilities. Bidder shall reference Appendix R – Demonstration Scenarios, for demonstration information.

## **5.3 Financial Proposal Requirements**

The Financial Proposal, as described in section 4 above, shall be based on the contract term of ten years and shall be computed by collecting information from Bidder's Attachments 7 through 15 and 25.

- 1) Licensing Fees – Attachment 7
- 2) Implementation Fees – Attachment 8
- 3) Training Fees – Attachment 9
- 4) Conversion Costs – Attachments 10 & 11
- 5) Maintenance and Support Fees – Attachment 12
- 6) \*Hardware Cost and Software – Attachment 13
- 7) Manufacturer's Published Pricing – Attachment 14
- 8) Hourly Rates – Attachment 15
- 9) Desirable Scenario Pricing – Attachment 25

\*Hardware and software costs will be based on the technology specified by the Bidder in its response to the architecture requirements set forth in this RFP (in Attachment 1.3). No hardware or software identified in attachment 1.3 will be procured through this contract.

The Bidder shall submit its Financial Proposal using Attachments 7 through 15 and 25. Bidder shall consider the information and assumptions in Table 1 – "Expected

Implementation Strategy” when preparing a Financial Proposal and its submission shall include the following sections.

### **Attachment 7 – Proposed Licensing Fees**

Using Attachment 7, Bidder shall provide a detailed description of the Bidder’s approach to licensing for NYS. The approach must be consistent with the Bidder’s completed Attachment 2 - Project Plan. A total cost must be supplied for each project phase as identified in Table 1 - Expected Implementation Strategy. All license costs must also be itemized by individual license fee. Bidder is reminded that all software license grants shall be compliant with Appendix B, paragraph 65, “SOFTWARE LICENSE GRANT”. The Contractor may not require the State to purchase any software products or component modules required for the RMS system through a reseller, VAR or any third-party distributor or partner including incurring any additional costs or fees associated with such third party software.

### **Attachment 8 – Proposed Implementation Fees**

Using Attachment 8, Bidder shall provide a detailed description of the Bidder’s approach to implementation for NYS. The approach must be consistent with the Bidder’s completed Attachment 2 - Project Plan. A total cost must be supplied for each project phase as identified in Table 1 – Implementation Schedule. All implementation costs shall also be itemized by each fee that makes up the total cost (e.g., job titles, hourly rates, etc.).

### **Attachment 9 – Proposed Training Fees**

Using Attachment 9, Bidder shall provide fees for training for NYS for Phase 1 and unit costs for training, by format, for Phases 2 and 3. The approach shall be consistent with the Bidder’s completed Attachment 2 - Project Plan and Attachment 3 - Training. The training costs for Phase 1 shall also be itemized by each fee that makes up the total cost (e.g., job titles, hourly rates, etc.).

### **Attachment 10 – Proposed Fees for Conversion/Migration Performed by Contractor and Supported by NYS**

Using Attachment 10, Bidder shall provide its approach to conversion / migration for NYS throughout the term of the contract. The approach shall be consistent with the Bidder’s completed Attachment 2 - Project Plan and Attachment 4.1 – Data Conversion - Contractor. A total conversion cost shall be supplied for each project phase as identified in Table 1 – Expected Implementation Strategy. All conversion costs shall

also be itemized by each fee that makes up the total cost (e.g., job titles, hourly rates, etc.).

### **Attachment 11 – Proposed Fees for Conversion/Migration Performed by NYS and Supported by Contractor**

Using Attachment 11, Bidder shall provide approach to conversion / migration for NYS throughout the term of the contract. The approach shall be consistent with the Bidder's completed Attachment 2 - Project Plan and Attachment 4.2 – Data Conversion-NYS. A total conversion cost shall be supplied for each project phase as identified in Table 1 – Implementation Schedule. All conversion costs shall also be itemized by each fee that makes up the total cost (e.g., job titles, hourly rates, etc.).

### **Attachment 12 – Proposed Maintenance and Support Fees**

Using Attachment 12, Bidder shall provide annual cost based on Bidder's warranty program and maintenance and support fees throughout the term of the contract. Bidder may also offer an optional discount for prepayment of maintenance. This discount will not be part of the financial evaluation and will not have any effect on the scoring of proposals. Fees proposed shall be consistent with Bidder's completed Attachment 6 – Support Plan.

### **Attachment 13 – Hardware and Software Costs**

Hardware and software costs will be based on the technology specified by the Bidder in its response to the architecture requirements set forth in this RFP (in Attachment 1.3). No hardware or software identified in attachment 1.3 will be procured through this contract. OGS contracts should be the source for all hardware and software quotes: <http://www.ogs.ny.gov/BU/PC/>. However, if the hardware and/or software required are not currently available through an OGS contract, a justification for the hardware and/or software selection must accompany the quote.

### **Attachment 14 – Manufacturer's Published Pricing**

If products need to be procured after contract award, Manufacturer's published pricing list for products will be utilized. Each Bidder shall supply its published pricing list itemizing all products offered. In addition, the Bidder shall identify a single discount that will be made available through this contract for products listed.

### **Attachment 15 – Proposed Hourly Rates**

If additional services are needed from the contractor, they will be procured through hourly rates. Bidders shall provide pricing for additional services with their proposals. This pricing must be based on the hourly rates for the resources required to provide any additional services. Bidders shall provide the information specified in Attachment 15.

All additional services will be within the scope of this RFP and Deliverables-based. A budget will be negotiated for the work based upon an agreed upon number of hours multiplied by the appropriate hourly rates. This work may include, for example, configuration, data conversion, etc.

The Vendor must submit their rates for all titles. Minimum levels of experience for each of these titles are provided in Appendix N. Bidders shall submit fully loaded hourly rates that include all labor, overhead and fee costs including but not limited to printing, secretarial, program entry, computer charges, postage, travel, meals and lodging.

### **Attachment 25 – Desirable Scenario Pricing**

The Bidder shall identify the titles, number of hours by title and cost by title for each of the Desirable Scenarios described in Appendix S. Each title as listed in Attachment 15 must appear at least once in at least one scenario and the cost by title must conform and be based on the proposed hourly rates as defined in Attachment 15.

### **MWBE**

The Bidder shall also include the following as part of their Financial Proposal:

- Completed and signed Forms EEO 100 and MWBE 100 (Equal Employment Opportunity Staffing Plan (Appendix C))

## **5.4 Payment Schedule**

NYS recognizes there will be three different types of fees:

- A. Software Licensing fees
- B. Project Engagement fees – inclusive of Implementation, data conversion and training.
- C. Software Maintenance and Support fees

### **5.4.1 Software Licensing payment schedule**

The proposed licensing fees will be payable in the following manner:

#### **Phase 1**

1. Twenty-five (25) percent of the proposed licensing fees, identified in Attachment 7 for Phase 1, shall be payable to the Contractor upon successful installation of the ready-to-test application in the production environment.
2. Fifty (50) percent of the proposed licensing fees identified in Attachment 7 for Phase 1 shall be payable to the Contractor

after successful system implementation and transition of Phase 1.

3. The remaining twenty-five (25) percent of the proposed licensing fees identified in Attachment 7 for Phase 1 shall not be payable to the Contractor until all system defects have been repaired to the satisfaction of ITS, provided that in no event will this amount or any part thereof be payable to the Contractor prior to 180 calendar days following successful system implementation and transition of Phase 1.

### **Phase 2**

The payment schedule for Phase 2 licensing will depend on the licensing approach proposed by the Bidder. NYS will not pay the Contractor for license fees that are not being utilized, regardless of the approach proposed by the Bidder. One hundred (100) percent of the license fees determined to be applicable for a Phase 2 LEA shall be payable to the Contractor upon successful system implementation and transition of each Phase 2 LEA.

### **Phase 3**

The payment schedule for Phase 3 licensing will depend on the licensing approach proposed by the Bidder. One hundred (100) percent of the license fees determined to be applicable for a Phase 3 LEA shall be payable to the Contractor upon successful system implementation and transition of each Phase 3 LEA.

#### **5.4.2 Project Engagement payment schedule - - Phase 1**

ITS will only make payment upon the signed acceptance of each deliverable by an authorized ITS representative. The deliverable and associated payment schedule submitted by each Bidder shall match the submitted Project Plan in its work breakdown structure (WBS). There shall be a direct correlation between the deliverables submitted in the Project Plan and this deliverable payment schedule.

The overall payment schedule for the project engagement activities will be:

1. Twenty (20) percent of the proposed project engagement fees identified in Attachments 8, 9 and 10 or 11 for Phase 1 shall be payable to the Contractor upon acceptance of all of the following:

- Project Plan
  - Conversion Plan
  - Acceptance Testing Plan
  - Training Plan
  - Support Plan
2. Fifty (50) percent of the proposed project engagement fees for Phase 1 shall be payable to the Contractor as follows:
    - Fifteen (15) percent for System Ready for Acceptance Testing
    - Fifteen (15) percent for System Ready to Validate Data Migration
    - Twenty (20) percent for Fully Executed Implementation and Transition of Phase 1
  3. Twenty (20) percent of the proposed project engagement fees for Phase 1 shall be payable to the Contractor ninety (90) calendar days after successful system implementation/transition of Phase 1.
  4. The remaining ten (10) percent of the project engagement fees for Phase 1 shall be payable to the Contractor when all system defects have been repaired to the satisfaction of ITS, provided that in no event, will this amount or any part thereof be payable to the Contractor prior to 180 calendar days following successful system implementation/transition of Phase 1.

#### 5.4.3 **Project Engagement payment schedule - - Phase 2 and 3**

NYS will only reimburse the Contractor for configuration fees that are associated with LEAs that have been implemented and transitioned to the production environment. One hundred (100) percent of the configuration fees determined to be applicable for a Phase 2 or Phase 3 LEA shall be payable to the Contractor upon successful system implementation and transition of each Phase 2 or Phase 3 LEA.

Any other fees associated with a Phase 2 or Phase 3 implementation shall conform to the terms and conditions specified in Section 7.10 "Change Orders" and Section 7.38

“Use of the Contract”.

#### **5.4.4 Software Maintenance and Support payment schedule**

The proposed software maintenance and support fee schedule, identified in Attachment 12, shall become effective 1 year after the successful Phase 1 system implementation and transition. NYS will only reimburse the Contractor for license maintenance and support fees for those licenses in production at the time of the invoice if the Contractor’s maintenance and support pricing is based on license use.

## 6 Format and Content of Bid Submittal

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### 6.1 Proposal Format

To be considered responsive, a Bidder must submit a complete proposal that satisfies and addresses all requirements stated in this RFP.

A Bidder's proposal shall be organized in **three (3) separate parts: (1) Administrative Proposal, (2) Technical Proposal and (3) Financial Proposal** (collectively referred to herein as "Submissions"). A Table of Contents should clearly identify the location of all material within the Submissions by section and page number. Each part will be evaluated separately. Each part shall indicate its content and be labeled, as applicable: ADMINISTRATIVE, TECHNICAL or FINANCIAL PROPOSAL. Bidder **MUST** supply **TWO ORIGINAL HARD COPIES** and **TWO ELECTRONIC COPIES** of each part of the bid and include the following as part of their bid:

1. Bidders shall submit a total of two (2) separate original hard copies for each of the Administrative, Technical and Financial Proposals. Bidder shall also supply twelve (12) additional hard copies of the Technical Proposal.
2. Bidders shall submit two (2) electronic versions for each of the Administrative, Technical and Financial Proposals. Electronic media shall be included on USB Flash Drives and clearly labeled. These electronic versions are to be sealed with the corresponding hard copy. All Technical and Financial Proposal submissions shall be stored in unlocked files in Microsoft Office products (Word or Excel) in product release 2007 or 2010. All other materials must be stored in currently available releases of either Adobe or Microsoft products
3. **The Administrative, Technical and Financial Proposals shall be separately sealed and labeled.** The official name of the Bidder's organization(s) as well as the name and number of the RFP must appear on the outside front cover of each copy. If the Proposals are submitted in loose-leaf binders, this information should also appear on the spine of the binders.
4. Bidder shall NOT include any cost information (Attachments 7 through 15 and 25 – Financial Proposal) in the Bidder's Administrative Proposal or Technical Proposal in either the hard copy or the electronic submission. Inclusion of such cost information in the Administrative or Technical proposals shall result in disqualification of the proposal.
5. The Financial Proposal must not contain any material that is applicable to the Administrative Proposal or the Technical Proposal in either the hard copy or the electronic submission. Inclusion of such information in the Financial Proposal may result in the disqualification of the proposal. NYS Minority and Women Owned Business documentation (Forms EEO 100 and MWBE 100) includes cost information and thus must be included with the Financial Proposal.

6. In the event that there are any inconsistencies between the electronic Submissions and the hard copy Submissions, or between multiple hard copy Submissions for each of the three (3) parts of the Proposal, the Original, wet ink, hard copy will be deemed controlling by OGS when reviewing each Proposal.
7. **Please ensure the Administrative, Technical and Financial bid packets contain no extraneous documentation, sales literature or other documentation.** Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) that are attached or referenced with submissions shall not be considered part of the Bid or resulting contract, but shall be deemed included for informational or promotional purposes only. This information shall be submitted in a separate sealed envelope labeled as “*Supplemental Information*”.
8. All bids and accompanying documentation shall become the property of the State of New York and shall not be returned.
9. Pursuant to Appendix B, §13, *Extraneous Terms*, a Bid must conform to the terms set forth in the Bid Documents, as extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the Bid non-responsive and may result in rejection of the Bid. If your proposal differs from the specifications in the RFP, the Bidder shall explain such deviation(s) or qualification(s) and if necessary, provide details Attachment 22 as part of their Bid submission. Bidder is advised that OGS will not entertain any exceptions to Appendix A (New York State Standard Clauses). OGS will also not entertain exceptions to the RFP or Appendix B (General Specifications) that are of a material and substantive nature. Bidder should submit any proposed software license agreements, subscription agreements or additional terms and conditions documents with their proposal as extraneous terms or supplemental information.
10. Bidders are responsible for the accuracy of their Bids. All Bidders are directed to take extreme care in developing their Bids. Bidders are cautioned to carefully review their Bids prior to Bid submittal, as requests for Bid withdrawals of any type are not likely to be granted. Bidders should maintain complete and accurate calculation worksheets in the preparation of their Bids which clearly support their submissions.

## 6.2 Required Documentation

1. **Administrative Proposal**
  1. Completed and signed pages 1 and 2 of the RFP - Cover Sheet and Acknowledgement Page
  2. Completed Attachment 17 - Proposal Checklist
  3. Completed and signed Attachment 18 - NYS Required Certifications

4. Completed Attachment 19 - Encouraging Use of NYS Businesses in Contract Performance
5. Commitment to obtain or proof of Compliance with Workers' Compensation, Disability Benefits Coverage and Insurance Requirements in accordance with Attachment 20 - Insurance Requirements.
6. Completed and signed Contractor Certification, ST-220-CA ([http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf))
7. Completed Vendor Responsibility Questionnaire For-Profit Business Entity or proof of on-line submission
8. General Questions Standard Form - Attachment 21
9. Extraneous Terms - Attachment 22
10. Attestation of Minimum Qualifications - Attachment 26

## **2. Technical Proposal**

1. Executive Summary
2. Functional Requirements – Attachments 1.1, 1.2 and 1.3-
3. Project Plan – Attachment 2
4. Training Plan – Attachment 3
5. Data Conversion Plan – Attachment 4.1, and 4.2
6. Acceptance Testing Plan – Attachment 5
7. Support Plan – Attachment 6
8. Customer References – Attachment 16
9. Solution Demonstration (no documentation required from Bidders)

## **3. Financial Proposal**

1. Proposed Licensing Fees – Attachment 7
2. Proposed Implementation Fees Attachment 8
3. Proposed Training Fees – Attachment 9
4. Proposed Fees for Conversion/Migration Performed by Contractor and Supported by NYS – Attachment 10
5. Proposed Fees for Conversion/Migration Performed by NYS and Supported by Contractor – Attachment 11
6. Proposed Maintenance and Support Fees – Attachment 12
7. Hardware and Software Costs – Attachment 13
8. Manufacturer's Published Pricelist – Attachment 14
9. Proposed Hourly Rates – Attachment 15
10. Desirable Scenario Pricing – Attachment 25

### 6.3 Bid Delivery Instructions

If using a commercial delivery company that requires that their shipping package or envelope be used, Bidder's proposal must be placed within a second sealed envelope labeled as detailed below. This will ensure that Bidder's proposal is not prematurely opened.

Complete Bids in response to this RFP are to be packaged, sealed and submitted to the Office of General Services, NYSPRO. Responses must be addressed to:

NYS Office of General Services  
NYSPRO  
Corning Tower, 38th Floor  
Reception Desk  
Empire State Plaza  
Albany, NY 12242

All Bids must have a label on the outside of the box or package itemizing the following information:

1. **BID ENCLOSED** (preferably bold, large print, all capital letters )
2. Bid number (RFP 22798)
3. Bid Opening Date and Time (e.g., January 1, 2000, 11:00 a.m.)
4. The number of boxes or packages (i.e., 1 of 2; 2 of 2)

Bidders must allow extra time to comply with the Building Access procedures in effect at the Empire State Plaza when hand delivering bids or using deliveries by independent courier services. Bidders assume all risks for timely, properly submitted deliveries.

### 6.4 Proposal Liability

The State of New York will not be held liable for any cost incurred by the Bidder for work performed in the preparation and production of a proposal or for any work performed prior to the formal execution of a Contract. Proposals must be **received** in the above office on or before 11:00 AM ET on the Bid Opening date. Bidder assumes all risks for timely, properly submitted deliveries. A Bidder is strongly encouraged to arrange for delivery of bids to OGS prior to the date of the bid opening. **LATE BIDS shall be rejected.** The received time of proposals will be determined by OGS by the clock at the above noted location.

**NO CONSIDERATION WILL BE GIVEN TO BIDS RECEIVED AFTER THE STATED DATE AND TIME.**

## **6.5 Proposal Validity**

Proposals must remain open and valid for at least 120 days from the Bid opening date, unless the time for awarding the Contract is extended by mutual consent of OGS and the Bidder. A proposal shall continue to remain an effective offer, firm and irrevocable, subsequent to such 120 day period until either tentative award of the Contract by OGS is made or withdrawal of the proposal in writing by the Bidder. Tentative award of the Contract shall consist of written notice to that effect by OGS to a successful Bidder, who shall thereupon be obligated to execute a formal Contract.

## **6.6 Important Building Access Procedures**

To access the Corning Tower, all visitors must check in by presenting photo identification at the Information Desk. A Bidder who elects to deliver its proposal is encouraged to pre-register for building access by contacting the NYSPRO receptionist at 518-474-6262 at least 24 hours prior to the bid submission date.

Visitors who are registered can check in directly with the Information Desk. Visitors who are not pre-registered will be directed to a designated phone to call the NYSPRO Receptionist. The Receptionist will register the visitor at that time but delays may occur. Bidders who intend to deliver Bids or conduct NYSPRO business should allow extra time to comply with these procedures. Building Access procedures may change or be modified at any time.

## **7 Terms and Conditions**

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The terms and conditions set forth in this section are expressly incorporated in and applicable to the Contract resulting from this RFP. Captions are intended as descriptive and are not intended to limit or otherwise restrict the terms and conditions set forth herein.

### **7.1 Bidder Debriefing**

Unsuccessful Bidders shall be notified upon Notification of Award to the winning Contractor(s). A Bidder shall be accorded fair and equal treatment with respect to its opportunity for debriefing. Requests for debriefings may be made both prior to and after Contracts are awarded. For debriefings prior to Contract award, OGS shall, upon request, provide a debriefing which would be limited to review of that Bidder's proposal or bid. After Contract award, OGS shall, upon request, provide a debriefing to any unsuccessful Bidder that responded to the solicitation, regarding the reason that the proposal or bid submitted by such Bidder was not selected for a Contract award. Requests for debriefings by unsuccessful Bidders must be addressed to OGS in writing. The post-award debriefing should be requested in writing within 30 days of posting of the Contract award on the OGS website.

### **7.2 Appendix A**

Appendix A — Standard Clauses for New York State Contracts, dated January 2014, attached hereto, is hereby incorporated in, and expressly made a part of, this RFP.

### **7.3 Appendix B**

Appendix B, General Specifications, dated June 2014, attached hereto, is hereby incorporated in, and expressly made a part of, this RFP.

### **7.4 Appendix C**

Appendix C, Equal Employment Opportunity Staffing Plan (EEO 100), attached hereto, is hereby incorporated in, and expressly made a part of, this RFP.

### **7.5 Estimated Quantities**

All quantities or dollar values listed within this RFP are estimates. Numerous factors could cause the actual quantities or dollar values to vary substantially from the estimates. Depending on the price of a particular product or service, the actual volume of purchases for that product or service could be substantially in excess of, or substantially below, estimated volumes. Specifically, if actual contract pricing is lower than anticipated or historical pricing, actual quantities purchased could be substantially

greater than the estimates; conversely, if actual contract pricing is higher than anticipated or historical pricing, actual quantities purchased could be substantially lower than the estimates. By submitting its bid, Bidder acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the resulting Contract could vary substantially from the estimates provided in this RFP.

## **7.6 Contract Integration, Merger and Order of Precedence**

The Contract between Contractor and the State shall be comprised of a separate document executed by Contractor and OGS incorporating Appendix A, Appendix B, portions of the RFP, portions of the successful Bidder's proposal and other documents as may be identified by OGS for inclusion in the Contract. In the event of an inconsistency or conflicting terms, precedence with respect to the documents comprising the Contract shall be given in the order indicated:

- (i) Appendix A, Standard Clauses for New York State Contracts;
- (ii) The body of the Contract, including attachments;
- (iii) Appendix B, General Specifications; and
- (iv) Other documents as identified by OGS for inclusion in the Contract.

Only documents expressly enumerated above shall be deemed a part of the Contract.

All prior agreements, representations, statements, negotiations and undertakings are superseded. All statements made by the State shall be deemed to be representations and not warranties.

## **7.7 Contract Term**

The Contract shall commence upon creation/execution pursuant to paragraph 26 of Appendix B, and shall be in effect for a term of (10) ten years with (2) two optional (3) three year extensions, said options to be exercisable in the sole discretion of the State.

## **7.8 Centralized Contract Modifications**

This section 7.8 shall apply to all modifications to the Contract which are not addressed by the processes set forth in sections 7.9 – Change Orders, and 7.35 – Authorized User Statements of Work.

A. OGS, an Authorized User, or the Contractor may suggest modifications to the Centralized Contract or its Attachments or Appendices. Except as specifically provided herein, modifications to the terms and conditions set forth herein may only be made with mutual written agreement of the Parties. Modifications may take the form of an update or an amendment. "Updates" are changes that do not require a change to the established Centralized Contract terms and conditions. A request to add new products at the same or better price level is an example of an update. "Amendments" are any changes that are not specifically covered by the terms and conditions of the Centralized

Contract, but inclusion is found to be in the best interest of the State. A request to change a contractual term and condition is an example of an amendment.

B. Updates to the Centralized Contract and the Attachments or Appendices may be made in accordance with the contractual terms and conditions to incorporate new products or services, make price level revisions, delete products or services, or to make such other updates to the established Centralized Contract terms and conditions, not resulting in a change to such terms and conditions, which are deemed to be in the best interest of the State.

C. OGS reserves the right to consider modifications which are not specifically covered by the terms of the Centralized Contract, but are judged to be in the best interest of the State. Such modifications are deemed amendments to the Centralized Contract and may require negotiations between Contractor and OGS before execution.

D. All modifications proposed by Contractor, shall be processed in accordance with Appendix P, Contract Modification Procedure. The Contractor shall submit all requests in the form and format contained in Appendix P, Contract Modification Procedure.

The form contained within Appendix P is subject to change at the sole discretion of OGS.

E. Modifications proposed by OGS or an Authorized User, including updates and amendments, shall be subject to the terms of the Centralized Contract and Appendix B, §40.

## **7.9 Change Orders**

Change Orders may be used for Phase 1 and Phase 2 Work that had neither (i) been included in the Deliverables identified in this RFP, nor (ii) been included in the approved Project Plan, but which pertains to the Scope of the Contract.

Additionally, a Change Order may be used for an alternative solution proposed by the Contractor or the State for Phase 1 or Phase 2 Work, subsequent to the execution of the Contract, which solution the State prefers.

Prior to the State and the Contractor entering into a Change Order, a reasonability determination will be performed by the State Project Manager or his or her designee.

Such reasonability determination shall include the State's review of the Contractor's required number of hours for the change, the titles of staff performing such changes, and the rates for such changes as contained in Attachment 15. Upon all required State approvals and the parties' signatures on the Change Order, the Change Order will be deemed part of the Contract and the Contractor and the State shall perform such Change Order.

Any other additional services that pertain to the scope of the Contract, but which may not be accomplished by Change Order, may be provided pursuant to a Contract Amendment pursuant to the Centralized Contract Modification Process referenced above.

The Change Order will specify:

1. The work to be performed;
2. The acceptance criteria;
3. The name of the Contractor's staff member(s) who will be assigned to fulfill the Change Order, inclusive of their role, the title assigned, and a description of experience demonstrating that they possess the minimum experience required for their title, as described in the RFP;
4. The number of hours to be worked by the Contractor's staff;
5. The total amount to be paid for each Contractor's staff member;
6. The Required Deliverables;
7. Deliverable Milestones, Payment Points and Retainage; and
8. The total amount to be paid for the Services performed.

The Change Order is subject to all Contract terms and conditions and must be executed by individuals with authority to legally bind the Contractor and the State.

## 7.10 Notices

All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

For the State: The contact information for the State will be specified in the Contract Award Notification (CAN) posted on the OGS website.

For Contractor, to the Point of Contact identified in its Proposal, which shall include the following data:

Individual Name  
Title  
Company Name  
Street Address  
City, State, Zip code  
Telephone Number  
Facsimile  
E-mail Address

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

Contractor and the State may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under the Contract by giving fifteen (15) days written notice to the other party sent in accordance herewith.

The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Contract. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Written notice of any alleged breach by one party to the other shall provide specific facts, circumstances and grounds upon which the breach is being declared.

## **7.11 Performance of Services**

**A.** The Contractor awarded the contract under this RFP is responsible for fully meeting all Contract obligations set forth in the Contract and for providing services in accordance with the Contract or any Purchase Order/Statement of Work.

**B.** The Contractor may not require the State to purchase any software products or component modules required for the RMS system through a reseller, VAR or any third-party distributor or partner including incurring any additional costs or fees associated with such third party software.

**C. Subcontracting.** The following requirements shall supplement the requirements of Appendix B, section 44:

1. Contractor agrees that all Contracts between the Contractor and its Subcontractors shall be by bona fide written Contract. All such contracts shall contain provisions specifying: (i) that the work performed by the Subcontractor must be in accordance with the terms of the Contract, including but not limited to Appendix A; (ii) that the subcontractor must pass through all terms and conditions of the Contract, including but not limited to Appendix A, to any lower tier subcontracts; (iii) that nothing contained in the subcontract shall impair the rights of the State; (iv) that nothing contained in such subcontract or under the Contract shall create any contractual relationship between the Subcontractor and the State; (v) that subcontractors shall maintain and protect against any unauthorized disclosure all records with respect to work performed under the subcontract in the same manner as required of the Contractor; (vi) that the State shall have the same authority to audit the records of all subcontractors as it does those of the Contractor; and (vii) that the subcontractor shall cooperate with any investigation, audit, or other inquiry related to the Contract or any litigation relating thereto.

The Contractor shall not in any way be relieved of any responsibility under the Contract by any subcontract.

2. The Contractor shall inform each Subcontractor fully and completely of all provisions and requirements of the Contract, including those relating either directly or indirectly to the Deliverables to be provided and the materials to be furnished or Services provided pursuant to its respective subcontract, and every such subcontract shall expressly stipulate that all labor performed and materials furnished pursuant thereto shall strictly comply with the requirements of the Contract.

Failure to disclose the identity of any and all Subcontractor(s) used by the Contractor as required hereunder may, at the sole discretion of the State Project Manager, result in a disqualification of the Subcontractor, if not immediately cured, or may result in termination of the Contract for cause.

3. The Contractor shall pay all Subcontractors for and on account of Services and/or Deliverables provided by such Subcontractors in accordance with the terms of their respective subcontracts. If and when required by the State, the Contractor shall submit satisfactory evidence that it has made such payment.

4. The Contractor shall be solely responsible to the State and Authorized Users for the acts or defaults of its Subcontractor(s) and of such Subcontractors' officers, agents, and employees, each of whom shall for this purpose, be deemed to be the agent or employee of the Contractor to the extent of its subcontract. Any Deliverable provided or furnished by a Subcontractor shall be deemed for purposes of the Contract to be provided or furnished by the Contractor.

5. The Contractor, within three business days of the State Project Manager's request, shall file with the State a copy of any subcontract.

## **7.12 Deliverable Acceptance**

Deliverables for work performed in Phase 1 and 2, as described in the Contract, shall meet all applicable State-approved Acceptance Criteria developed in accordance with State approved Acceptance Management Plans and Test Plans annexed hereto as Attachment 5.

The Acceptance Procedures set forth in Appendix B, section 66, Product Acceptance, shall apply to products and services furnished to Authorized Users outside the scope of Phases 1 and 2 unless otherwise agreed by Contractor and an Authorized User.

## **7.13 No Removal of Records from Premises**

Where performance of the Contract involves use by the Contractor (or the Contractor's subsidiaries, affiliates, partners, agents or subcontractors) of Authorized User owned or licensed papers, files, computer disks or other electronic storage devices, data or records at Authorized User facilities or offices, or via remote access, the Contractor (or the Contractor's subsidiaries, affiliates, partners, agents or subcontractors) shall not

remotely access, modify, delete, copy or remove such Records without the prior written approval of the Authorized User.

## **7.14 Contractor Staff**

This section is in supplement to Appendix B, paragraph 42.

For purposes of this section “Contractor Staff” include all officers, agents, employees and subcontractors of the Contractor who shall perform Services under this Contract or have access to State data.

All Contractor Staff, 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. All persons, corporations, or other legal entities that perform Services under the Contract on behalf of Contractor shall, in performing the Services, comply with all applicable Federal and State laws concerning employment in the United States.

All Contractor Staff, shall, prior to the commencement of any Services on the project, whether on or off site, comply with all onboarding and security clearance requirements of the State, including any Public Safety agencies, and the Federal Bureau of Investigation Criminal Justice Information Services (CJIS) Security Policy (annexed hereto as Appendix Q). The State shall make all suitability determinations on Contractor Staff. For purposes of this Section, a “suitability determination” is a determination that there are reasonable grounds to believe that an individual will likely be able to perform the Contract requirements without undue risk to the interests of the State or an Authorized User. Failure of a security clearance or non-compliance with this Section will disqualify any Contractor Staff, from performing any Services on this Project. All expenses, including travel and lodging, associated with the onboarding and security clearance process including fingerprinting of Contractor Staff **within New York State** are the responsibility of the Contractor and are not reimbursable. If Contractor Staff are removed from providing services under the resulting Contract, they may be subject to all onboarding and security clearance requirements if they are returned to performing Services under the contract.

All Contractor Staff are also responsible for complying with all CJIS Policy requirements related to personnel including but not limited to Security Awareness Training. All expenses, including travel and lodging associated with compliance of Contractor Staff to the CJIS Policy are the responsibility of the Contractor and are not reimbursable

### **A. Staffing Changes**

The Parties understand that Contractor Project staff turnover is detrimental to Project progress and the quality of the Deliverables and Services to be provided hereunder. The Parties acknowledge, therefore, that it is in the best interests of the Project to

maintain the same individuals in their roles as Key Project Staff for the duration of their assignments on the Project.

NYS retains the right in its reasonable discretion to request replacement of any Contractor staff member at any time, and, if the staff member being removed is a Key Project Staff member as defined below, the Parties shall follow the procedures designated in Section I - Key Project Staff below.

(Note: Any Staffing Changes will require new candidate's successful completion of all onboarding and security clearance requirements before commencement of any Services on this Project.)

### I) Key Project Staff

For purposes of the Contract, "Key Project Staff" refers to those individuals assigned by the Contractor to the following roles for purposes of performing the Contract: Engagement Manager and Project Manager. Subject to the provisions of this section, the Contractor agrees that the individuals serving as Key Project Staff shall continue their assignment to completion of said assignment.

The Contractor understands that the State's selection of the Contractor to perform the work under the resulting Contract is based in part upon the State's reliance on the abilities of the Key Project Staff. Therefore, if the Contractor wishes to remove any individual assigned to a Key Project Staff role from the Project prior to commencement of his or her assignment or during his or her assignment period, the Contractor shall first, before proceeding with such removal, consult with and seek the approval of the State Project Manager. The Contractor must provide the resumes of three or more potential replacements with equivalent or better qualifications for the State Project Manager's review and approval within two (2) business days. If the State Project Manager does not approve one of these candidates, the Contractor must provide additional candidates for the State Project Manager's review within two (2) business days. If the additional candidates are not acceptable to the State Project Manager, at the State's option either (a) the Key Project Staff member shall remain in his or her Key Project Staff role on the Project and must continue to work with the same degree of professionalism he or she provided prior to the Contractor's request for removal, or (b) if the Key Project Staff fails to do so, or if the Contractor removes the Key Project Staff without the State Project Manager's consent, the Contract may be terminated for cause.

If the State Project Manager approves a replacement candidate, the replacement shall become Key Project Staff and shall be subject to the terms and conditions of the Contract. If the Key Project Staff member's work has already commenced, the Contractor shall ensure that there is a smooth transition, including having the Contractor staff who is leaving train the replacement Contractor staff as needed to ensure a successful transition (see Staff Transition Period, below).

### II) Cessation of Work by Key Project Staff for Reasons Beyond Contractor's Control

- a. Reasons beyond the control of the Contractor shall be defined as: (i) death of the Key Project Staff; (ii) disability or illness of the Key Project Staff; (iii) Key Project Staff resigns his or her position; (iv) termination of the Key Project Staff for cause by the Contractor; or (v) any other reason deemed acceptable by the State Project Manager.
- b. In the event that any Key Project Staff member ceases work for the reasons specified in (i) through (v), written notification must immediately be forwarded to the State Project Manager.
- c. The provisions of this section do not preclude any Key Project Staff from reasonable sick leave or annual leave.

### III) Staff Transition Period

In the event the Contractor initiates a staffing change of either a Contractor employee or a subcontractor employee who is identified as Key Project Staff under the Contract and received the State Project Manager's approval as described herein, the Contractor shall offer State a mutually agreed upon transition period of no less than two (2) weeks. In such event the Contractor, at no cost to State, shall furnish State with the services of another employee possessing equivalent or better skills than the employee being replaced. During the transition period, the departing staff and the new staff shall work together to develop a transition plan to transition the responsibilities. The State reserves the right to require and approve a written transition plan.

#### **B. Contractor Staff Conduct**

For reasons of safety and public policy, in any Contract resulting from this procurement, the use of illegal drugs and/or alcoholic beverages by the Contractor or its agents, employees, partners or Subcontractors shall not be permitted while performing any phase of the work herein specified.

The State shall not be liable for any expense incurred by the Contractor or its agents, employees, partners or Subcontractors for any parking or towing fees or as a consequence of any traffic infraction or parking violations attributable to Contractor or its agents, employees, partners or Subcontractors.

#### **C. Ethics Compliance**

The following shall supplement the requirements of Appendix B, Paragraph 1. All Bidders/Contractors and their employees are notified that they must comply with the requirements of NYS Ethics Law and regulations, pertaining to prohibitions of former State employees from appearing, practicing, communicating or rendering services (including "backroom services") before their former agencies. Failure to comply with those provisions may result in disqualification from the Bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

## **7.15 Nondisclosure, Confidentiality, Security and CJIS Compliance**

### **A. NONDISCLOSURE AND CONFIDENTIALITY**

The following shall supplement the requirements of Appendix B paragraph 9. Except as may be required by applicable law or a court of competent jurisdiction, the Contractor, its officers, agents, employees, and subcontractors, if any, shall maintain strict confidence with respect to any Confidential Information to which the Contractor, its officers, agents, employees, and subcontractors, if any, have access. The terms of this Section shall survive termination or expiration of this Contract. Contractor agrees that its officers, agents, employees, and subcontractors, if any, performing Services for the State under this Contract shall be made aware of and shall agree in writing to the terms of this Section. For purposes of this Contract, all State information of which Contractor, its officers, agents, employees, and subcontractors, if any, becomes aware during the course of performing Services for the State shall be deemed to be Confidential Information (oral, visual or written).

All information will be accounted for by the Contractor upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

The Contractor agrees that the data processed during the performance of the Contract will be completely purged from all data storage components of the Contractor's computer facility and no output will be retained by the Contractor at the time the work is completed, except for the documents required to be maintained pursuant to Appendix A paragraph 10. If immediate purging of all data storage components is not possible, the Contractor will certify that any data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

The Contractor will be responsible for the destruction of any intermediate hard copy printouts and will provide the State Project Manager or his/her designee with a statement containing the date of the destruction, description of material destroyed, and the method used. In the event that it becomes necessary for the Contractor to receive confidential information, which Federal or State statute or regulation prohibits from disclosure, the Contractor hereby agrees to return or destroy all such confidential information that has been received from the State when the purpose that necessitated its receipt by the Contractor has been completed. In addition, Contractor agrees not to retain any confidential information which Federal or State statute or regulation prohibits from disclosure after termination of the Contract.

Notwithstanding the foregoing, if the return or destruction of the confidential information is not feasible, the Contractor agrees to extend the protections of the Contract for as long as necessary to protect the confidential information and to limit any further use or disclosure of that confidential information by the Contractor. If Contractor elects to destroy confidential information, it shall use reasonable efforts to achieve the same and notify the State accordingly. The Contractor agrees that it will use all appropriate safeguards to prevent any unauthorized use or unauthorized disclosure of the State's confidential information, which Federal or State statute or regulation prohibits from disclosure.

The Contractor shall never disclose information which Federal, State statute, or regulation prohibits from disclosure.

The Contractor agrees that it shall immediately report to the State the discovery of any unauthorized use or unauthorized disclosure of such confidential information of any New York State agency or other Authorized User information directly to that New York State agency or other Authorized User.

Contractor shall hold the State harmless from any loss or damage to the State resulting from the disclosure by the Contractor, its officers, agents, employees, and subcontractors of such Confidential Information.

The State will have the right to terminate the Contract for cause if the Contractor fails to provide the safeguards described above or it is determined that the Contractor has violated a material term of this Section.

Notwithstanding the language contained in this Section, the Contractor may release any information pursuant to a final order issued from a Court of competent jurisdiction, provided the State has had an opportunity to be heard.

Notwithstanding the foregoing, information which falls into any of the following categories shall not be considered confidential information:

- a. Information that is previously rightfully known to the receiving party without restriction on disclosure;
- b. Information that becomes, from no act or failure to act on the part of the receiving party, generally known in the relevant industry or is in the public domain;
- c. Information that is independently developed by the Contractor without use of confidential information of the State;
- d. Information unrelated to the scope of this engagement; and
- e. Information that the State has approved for disclosure, but solely in accordance with the State's approval or direction.

In addition to the foregoing, the State reserves the right in its discretion to require individual Contractor or subcontractor staff to execute Nondisclosure Agreements.

## **B. SECURITY**

The following shall supplement the requirements of Appendix B paragraph 56. Contractor warrants, covenants and represents that it shall comply fully with all security procedures and policies of the State during the performance of the Contract. Contractor shall hold the State harmless from any loss or damage to the State resulting from the violation by the Contractor, its officers, agents, employees, and subcontractors, if any of such security procedures or policies resulting from any criminal acts committed by such officers, agents, employees, and subcontractors, while providing Services under the Contract.

The specific security procedures the Contractor shall implement include, but are not limited to:

1. Data Access and Location– the Contractor must ensure that all data related to this project is stored in a controlled access environment to ensure data security and integrity. All access to data, physical or virtual, must be conducted within the

Continental United States or Canada and have adequate security systems in place to protect against the unauthorized access to the facilities and data stored therein. Adequate security systems must be in place to control access into the facilities. The Contractor shall not send or permit to be sent to any location outside of the Continental United States, any data related to this project. Contractor will provide the State or an Authorized User a list of the physical locations where the data is stored at any given time and will update that list if the physical location changes. Access into and within the facilities must be restricted through an access control system that requires positive identification of authorized individuals as well as maintains a log of all accesses (e.g., date, time, who). The Contractor shall have a formal procedure in place for granting computer system access to the data and to track access. Access for projects outside of those approved by the State or an Authorized User is prohibited.

2. Data Transport – The Contractor shall use reputable means to transport data. Deliveries must be made either via hand delivery by an employee of the Contractor or by restricted delivery via courier (e.g., FedEx, United Parcel Service, United States Postal Service) with shipment tracking and receipt confirmation. This applies to transport between the Contractor's offices, to and from subcontractors, and to the State.

3. Data Protection – The Contractor shall use appropriate means to preserve and protect data related to this project. This includes, but is not limited to, use of stable storage media, regular data backups and archiving, password protection of volumes, and data encryption. The Contractor shall encrypt data identified by the State and using encryption methods approved by the State.

4. Data Wiping – At the termination of the Contract, the Contractor will be required to wipe all data storage devices to eliminate any and all State data either collected or generated by the Contractor or provided by the State except for the documents required to be maintained pursuant to Appendix A paragraph 10. The wiping process must meet requirements set by the State.

5. Data Breach Notification – Contractor agrees that it shall immediately report to the State the discovery of any unauthorized use or unauthorized disclosure of such Confidential Information of any New York State agency information directly to that New York State agency.

### **Security Audits**

Contractors may be asked to provide a recent independent audit report on security controls prior to formal awarding of any contract resulting from this RFP or at any time during the Contract term. The State and any regulatory authority having jurisdiction over the State or Authorized Users shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations used in the performance of any work under the resulting Contract. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with Contract safeguards.

### **SECURE DEVELOPMENT**

The proposed solution will be housed at a New York State Data Center. Therefore the proposed solution must accommodate the state's federated service security model.

NYS will monitor and control access to the proposed solution. The licensed product will be accessed after authentication is granted from the State's Security layer. The Bidder must review the State's minimum security requirements and be able to provide a solution which prevents gaps in the secure operation of the proposed solution. The minimum security standards are defined at <http://www.its.ny.gov/tables/technologypolicyindex.htm/security>.

## I. SECURITY REVIEW

### (a) Independent Review

Before releasing any Software (upgrades, release fixes) to the State Contractor shall have the Software reviewed for security flaws at Contractor's expense. The State reserves the right to perform its own independent application security review in addition to the Contractor's review.

### (b) Review Coverage

Security review shall cover all aspects of the Software delivered, including third-party modules, units, integration points, components, and libraries.

### (c) Scope of Review

At a minimum, the review shall cover the most common software vulnerabilities. The review shall include a combination of vulnerability scanning, penetration testing, and static analysis of the source code.

### (d) Issues Discovered

Overall application security ratings with aggregate number of flaws found will be reported to both the State and the Contractor. Detailed reports of specific vulnerability instances within the application will only be provided to the Contractor.

## II. SECURITY ISSUE MANAGEMENT

### (a) Identification

Contractor shall track all security issues uncovered during the security review and the entire development life cycle, whether a requirements, design, implementation, testing, deployment, or operational issue. The risk associated with each security issue will be evaluated and documented.

### (c) Remediation

Security issues that are identified before Acceptance section shall be fixed by the Contractor. Security issues discovered after Acceptance shall be handled per the terms of the Agreement.

## III. SECURITY ACCEPTANCE AND MAINTENANCE

### (a) Acceptance

The Software shall not be accepted by the State, and payments will not be made per the Agreement, until the independent review is complete and all security issues have

been resolved or remediated to the satisfaction of the State. Security issues discovered after Release to the State shall be handled as indicated below.

(b) Investigation and Resolution of Security Issues after Acceptance

After Acceptance, if security issues are discovered or reasonably suspected, Contractor shall assist State in performing an investigation to determine the nature of the issue.

The issue shall be considered "novel" if it is not covered by the security requirements and is outside the reasonable scope of security testing.

If novel, Contractor and State agree to scope the effort required to resolve the novel security issue(s), and to negotiate in good faith to achieve an agreement to perform the required work to address them.

If not novel, Contractor shall use all commercially reasonable efforts consistent with sound software development practices, taking into account the severity of the risk, to resolve all security issues not considered novel as quickly as possible.

#### IV. Assurance

(a) No Malicious Code

Contractor represents and warrants that this Software shall be free from all forms of malicious or harmful code including, but not limited to, computer viruses, worms, time bombs back doors and Trojan horses.

(b) Certification

With execution of the Agreement, the Contractor will provide to the State a copy of the Contractor's secure coding best practices policy. Upon delivery of the Software to the State the Contractor shall certify to the State in writing that the Contractor complied with the policy in the performance of its obligations under the Agreement as well as certify that all security activities have been performed, and all identified security issues have been documented and resolved. Any exceptions to the certification status shall be fully documented with the delivery.

#### V. PERSONNEL AND ORGANIZATION

(a) Security Architect

Contractor will assign responsibility for security to a single senior technical resource, to be known as the project Security Architect. The Security Architect will certify the security of each deliverable.

(b) Security Training

Contractor will be responsible for verifying that all members of the development team have been trained in secure programming techniques.

(c) Trustworthy Developers

Contractor agrees to perform appropriate background investigation of all development team members.

### **C. CJIS**

This RFP and its resulting Contract are strictly limited to permitting the Contractor to perform the services as described in the RFP and its resulting Contract. At no time shall the Contractor access any criminal history record information or other sensitive criminal justice information contained on Authorized Users Systems or media without complying with this Section. Any access to computer media/systems which contain criminal history record information and other sensitive criminal justice information is subject to the Federal Bureau of Investigation Criminal Justice Information Services (CJIS) Security Policy, specifically the Security Addendum (SA) thereto (annexed hereto as Appendix Q). The purpose of the SA is to provide adequate security for criminal justice systems and information while under the management or control of a private entity or contractor. The SA strictly limits the authorized access to criminal history record information, limits the use of the information to the specific purposes for which it is being provided, ensures the security and confidentiality of the information consistent with applicable laws and regulations, provides for sanctions, and contains such other provisions as required by the FBI Director. Upon selection, the selected bidder and as a condition precedent for providing Project Services for the benefit of the Authorized Users, and as evidenced by the Successful Bidder signing the Contract, the Successful Bidder agrees (1) to abide by the SA, and (2) to the incorporation by reference of the SA as a part of the Contract, (3) that the SA shall be incorporated by reference as a part of all subcontract entered into by the Successful Bidder the purpose of which is of the delivery of Project Services, if any; and (4) that those Successful Bidder employees and subcontractor employees (Contractor Staff), if any that provide Project Services shall sign the form entitled, "Federal Bureau of Investigation Criminal Justice Information Services Security Addendum Certification" as set forth in RFP, Appendix Q. One copy of the signed form will be retained by the Successful Bidder and the original will be provided to the State for retention by the CJIS Information Security Officer for New York State.

The State may terminate the Contract if it determines that Contractor has violated a material term of this section 7.15. The terms of this section shall apply equally to Contractor, its agents and subcontractors, if any. Contractor agrees that all subcontractors, if any and agents shall be made aware of and shall agree to the terms of this section.

## **7.16 Employee Information Required to be Reported by Certain**

### **Consultant Contractors and Service Contractors**

Chapter 10 of the Laws of 2006 amended the Civil Service Law and the State Finance Law, relative to maintaining certain information concerning Contract Employees working under State Agency service and consulting Contracts. State Agency consultant Contracts are defined as "Contracts entered into by a state Agency for *analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal,*

or similar services” (“covered consultant Contract” or “covered consultant services”). The amendments also require that certain Contract Employee information be provided to the state Agency awarding such Contracts, OSC, DOB and CS. The effective date of these amendments was June 19, 2006. The requirements will apply to the covered Contracts awarded on and after such date.

To meet these requirements, the Contractor agrees to complete:

- **Form A - Contractor’s Planned Employment Form**, if required. Note: State Agencies are required to furnish this information but may require a Contractor to submit the information.
- **Form B - Contractor’s Annual Employment Report**. Throughout the term of the Contract by May 15<sup>th</sup> of each year the Contractor agrees to report the following information to the State Agency awarding the Contract, or if the Contractor has provided Contract Employees pursuant to an OGS centralized Contract, such report must be made to the State Agency purchasing from such Contract. For each covered consultant Contract in effect at any time between the preceding April 1<sup>st</sup> through March 31<sup>st</sup> fiscal year or for the period of time such Contract was in effect during such prior State fiscal year Contractor reports the:
  1. Total number of Employees employed to provide the consultant services, by employment category.
  2. Total number of hours worked by such Employees.
  3. Total compensation paid to all Employees that performed consultant services under such Contract.\*

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

Contractor agrees to simultaneously report such information to CS and OSC as designated below:

**Department of Civil Service**  
Alfred E. Smith State Office Building  
Albany, NY 12239

**Office of the State Comptroller**  
Bureau of Contracts  
110 State St., 11<sup>th</sup> Floor  
Albany, New York  
Attn: Consultant Reporting  
Fax: (518) 474-8030 or (518) 473-8808

Contractor is advised herein and understands that this information is available for public inspection and copying pursuant to §87 of the New York State Public Officers Law (Freedom of Information Law). In the event individual Employee names or social

security numbers are set forth on a document, the State Agency making such disclosure is obligated to redact both the name and social security number prior to disclosure. Further information is available in Section XI.18.C of the Office of the State Comptroller's Guide to Financial Operations (<http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>), "Consultant Disclosure Legislation."

#### INSTRUCTIONS FOR COMPLETING FORM A AND B:

Form A and Form B should be completed for Contracts for consulting services in accordance with Section XI.18.C of the Office of the State Comptroller's Guide to Financial Operations (<http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>), "Consultant Disclosure Legislation," and the following:

- **Form A - Contractor's Planned Employment Form** (available from and submitted to the using Agency, if necessary.) (Form AC-3271-S: <http://www.osc.state.ny.us/agencies/forms/index.htm>)
- **Form B - Contractor's Annual Employment Report** (to be completed by May 15th of each year for each consultant Contract in effect at any time between the preceding April 1st through March 31st fiscal year and submitted to the CS, OSC and procuring Agency.) (Form AC-3272-S: <http://www.osc.state.ny.us/agencies/forms/index.htm>)

**Scope of Contract:** choose a general classification of the single category that best fits the predominate nature of the services provided under the Contract.

**Employment Category:** enter the specific occupation(s), as listed in the O\*NET occupational classification system, which best describes the Employees providing services under the Contract.

*(Note: Access the O\*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at [online.onetcenter.org](http://online.onetcenter.org) to find a list of occupations.)*

**Number of Employees:** enter the total number of Employees in the employment category employed to provide services under the Contract during the report period, including part time Employees and Employees of subcontractors.

**Number of Hours:** enter the total number of hours worked during the report period by the Employees in the employment category.

**Amount Payable under the Contract:** enter the total amount paid by the State to the State Contractor under the Contract, for work by the Employees in the employment category, for services provided during the report period.

## **7.17 FERPA/HIPAA/HITECH**

The Contractor and its staff shall comply 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). Contractor shall cooperate in executing a written confidentiality agreement under FERPA and/or a Business Associate Agreement (HIPAA/HITECH) upon request by the State or any Authorized User.

## **7.18 Federal Funding**

Contractor shall reasonably cooperate in adding to any procurement or contractual documents or Statements of Work any Federal funding contract requirements necessary for this Project or an Authorized User's Project or required for an Authorized User to purchase products or services from the resulting Contract.

## **7.19 Required Insurance**

Upon tentative award, Bidder shall be required to procure at its sole cost and expense all required insurance as detailed in Attachment 20 Contractor Insurance Requirements. The Contractor shall procure at its sole cost and expense, and shall maintain in force at all times during the term of the Contract, policies of insurance pursuant to the requirements outlined. At least thirty (30) days prior to the expiration of any policy required by the Contract, evidence of renewal or replacement policies of insurance with terms no less favorable to OGS than the expiring policies shall be delivered to OGS in accordance with Attachment 20 - Contractor Insurance Requirements.

## **7.20 Termination Closeout Plan**

Within thirty (30) calendar days of receipt of a notice of termination as set forth in the Contract, or at the end of the contract term, the Contractor shall provide for approval by the State a detailed written plan for transition. The closeout plan shall outline, at a minimum, the tasks, milestones and Deliverables associated with the smooth transition of the Project to a successor Contractor or to identified persons with the State. The closeout plan shall include all other information mutually agreed upon by the Parties to the Contract. Consideration for the closeout plan shall be considered paid as part of the payments for the Deliverables in the Contract. No further compensation shall be due for the completion of the closeout plan.

## **7.21 Transition**

The State may require the Contractor to provide uninterrupted Services after Contract termination/expiration as State deems reasonable and necessary and/or as necessary for State to comply with all legal requirements for establishing a new contract to continue the provision of Services (Transition Period). Transition Services, as defined below, shall be governed as follows:

### **A Transition Period**

Unless otherwise agreed to by the Parties, the Transition Period shall not exceed one hundred eighty (180) days beyond the termination/expiration of the Contract.

### **B No Interruption in Service**

At all times during the Transition Period and unless directed otherwise in writing by State, the Contractor shall continue all contractual obligations set forth in the Contract until such time as the State (i) has approved the Contractor's proposed Transition Plan, and (ii) an orderly transition to the State, a third party, or the successor contractor has been completed pursuant to the approved Transition Plan. The Contractor shall be required to meet its contractual obligations pursuant to this paragraph notwithstanding the issuance of a termination for cause or convenience by the State.

### **C Transition Plan**

Within fifteen (15) days of receipt of a notice of termination as set forth in Section 7.11, above, or three (3) months prior to the end of the term of the Contract, whichever event occurs first, the Contractor shall provide for approval by the State a detailed written plan for Transition (Transition Plan) which outlines, at a minimum, the tasks, milestones and deliverables associated with the smooth transition of Services to the State, a third party or the successor contractor. Contractor agrees to amend the Transition Plan to include all other information deemed necessary by State.

### **D Contractor Transition Services**

"Transition Services" shall be deemed to include Contractor's responsibility for all tasks and services outlined in the Contract, and for transferring in a planned manner specified in the Transition Plan all tasks and services to State, a third party or the successor contractor. It is expressly agreed between the Parties that the level of service during the Transition Period shall be maintained in accordance with and shall be subject to all the terms and conditions of the Contract, provided, however, that where, during the Transition Period, tasks or services are transitioned to or assumed by State, a third party or the successor contractor, Contractor shall not be held responsible for the negligent acts or negligent omissions of State, a third party or the successor contractor or for service degradation resulting from the negligent acts or negligent omissions of State, a third party or the successor contractor.

### **E Compensation for Transition Services**

Contractor shall be reimbursed for Transition Services performed during the Transition Period at the rates set forth in the Contract.

#### **F State Responsibilities for Transition**

State shall assume responsibility for Transition project management. A project manager responsible for coordinating Transition activities, maintaining the transition task schedule, and approving transition deliverables shall be appointed. Weekly project review meetings shall be held with representatives of the Contractor, State, and the third party or the successor contractor.

### **7.22 Contractor Requirements And Procedures For Equal Employment And Business Participation Opportunities For Minority Group Members And New York State Certified Minority- And Women-Owned Business Enterprises**

#### **POLICY STATEMENT**

The New York State Office of General Services (OGS), as part of its responsibility, recognizes the need to promote the employment of minority group members and women and to ensure that certified minority and women-owned business enterprises have opportunities for maximum feasible participation in the performance of OGS contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("the Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority and women-owned business enterprises in state procurement contracting versus the number of minority and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that OGS establishes goals for maximum feasible participation of New York State Certified minority and women-owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

#### **EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS**

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 – Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the

construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to this contract; or (ii) employment outside New York State.

Bidder further agrees to submit with the bid a staffing plan on Form EEO 100 identifying the anticipated work force to be utilized on the Contract and if awarded a contract, will, upon request, submit to the Authorized User, a workforce utilization report on Form EEO 101, identifying the workforce actually utilized on the Contract if known.

Further, pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

#### **BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES (MWBE)**

For purposes of this procurement, OGS hereby establishes a goal of 10% for Minority-owned Business Enterprises (MBE) participation and 10% for Women-owned Business Enterprises (WBE) participation (collectively referred to as MWBE) for a total contract MWBE goal of 20%. The total Contract goal can be obtained by utilizing any combination of MBE and /or WBE participation for subcontracting and supplies acquired under this Contract. The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com/frontend/diversityusers.asp>.

Pursuant to 5 NYCRR § 142.8, a Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this Contract and ensure that the MWBEs utilized under the Contract perform commercially useful functions. Contractor agrees that OGS may withhold payment pending receipt of the required MWBE documentation.

Pursuant to 5 NYCRR § 140.1(f), a MWBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, a MWBE must, where applicable and in accordance with any State Agency specifications, also be responsible, with respect to materials and supplies used on the contract, for ordering and negotiating price, determining quality and quantity and installing. A MWBE does not perform a

commercially useful function if its role adds no substantive value and is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of participation. OGS will assess whether a MWBE is performing a commercially useful function by considering the following:

- (1) the amount of work subcontracted;
- (2) industry practices;
- (3) whether the amount the MWBE is to be paid under the contract is commensurate with the work it is to perform;
- (4) the credit claimed towards MWBE utilization goals for the performance of the work by the MWBE; and
- (5) any other relevant factors.

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

By submitting a bid or proposal, Bidder/Contractor agrees to submit the following documents and information as evidence of compliance with the foregoing:

A. Bidders are required to submit a Utilization Plan on Form MWBE 100 with their bid or proposal. The Utilization Plan shall list the MWBEs the Contractor intends to use to perform the State Contract, a description of the Commercially Useful Function the Contractor intends the MWBE to perform to meet the goals on the State Contract, the estimated or, if known, actual dollar amounts to be paid to a MWBE and performance dates of each component of a State Contract that the Contractor intends to be performed by a MWBE. By signing the Utilization Plan, the Bidder acknowledges that the utilization of MWBEs that do not perform commercially useful functions may not be counted as meeting the MWBE goals of the Contract; and, that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by NYS Certified MWBEs after the Contract Award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OGS.

B. OGS will review the submitted MWBE Utilization Plan and advise the Bidder of OGS acceptance or issue a notice of deficiency within 20 days of receipt.

C. If a notice of deficiency is issued; Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder and direct

the Bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on Form BDC 333. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

D. OGS may disqualify a Bidder as being non-responsive under the following circumstances:

- a) If a Bidder fails to submit a MWBE Utilization Plan;
- b) If a Bidder fails to submit a written remedy to a notice of deficiency;
- c) If a Bidder fails to submit a request for waiver; or
- d) If OGS determines that the Bidder has failed to document good faith efforts.

A Bidder who documents good faith efforts to meet the goal requirements may submit a request for a partial or total waiver on Form BDC 333, at the same time it submits its MWBE Utilization Plan. If a request for waiver is submitted with the MWBE Utilization Plan and is not accepted by OGS at that time, the provisions of clauses B-D above, will apply.

Contractors shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to OGS, but must be made no later than prior to the submission of a request for final payment on the Contract.

#### E. Monthly MWBE Contractor Compliance Report

Contractors are required to report Monthly MWBE Contractor Compliance to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achievement of the Contract MWBE goals. OGS requests that all Contractors use the New York State Contract System (NYSCS) to report subcontractor and supplier payments made by Contractor to MWBEs performing commercially useful functions under the Contract. The NYSCS may be accessed at <https://ny.newnycontracts.com/>. This is a New York State-based system that all State agencies and authorities will be implementing to ensure uniform contract compliance reporting throughout New York State. If a Contractor is unable to report MWBE Contractor Compliance via the NYSCS, Contractor must submit a Monthly MWBE Contractor Compliance Report on Form MWBE 102 to OGS. More information about the NYSCS will be provided if Bidder is awarded a Contract.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the contract or such other actions or enforcement proceedings as allowed by the Contract.

ALL FORMS ARE AVAILABLE AT: <http://www.ogs.ny.gov/MWBE/Forms.asp>

### **7.23 Administrative and Reporting Requirements**

The Contractor shall provide the following reports to OGS at the e-mail address listed on the Notice of Contract Award. Failure to submit reports on a timely basis may result

in contract cancellation and designation of Contractor as non-responsible. The Parties agree that OGS reserves the right to amend the data elements collected in these reports in its sole discretion. Such amendments shall not be substantive in nature and shall reflect information relevant to monitoring the expenditures under the Contract.

**A. Report of Contract Purchases:** Contractor shall furnish quarterly reports containing total sales for both state agency and authorized non-state agency contract purchases no later than fifteen (15) days after the close of each calendar quarter. In addition to contractor direct sales, Contractor shall submit sales information for all resellers, dealers, distributors or other authorized distribution channels, where such contract sales are provided by other than the Contractor. A separate report shall be provided for each authorized distribution channel. Contractors shall verify if each alternate vendor is a NYS Certified Minority (MBE) or Women (WBE) Owned Businesses. Contractors shall verify such status through the Empire State Development Minority and Women Owned Businesses Database web site at: <http://www.nylovesmwbe.ny.gov/cf/search.cfm>.

The required reporting elements may be found in Appendix W. Reports will consist of an itemized report of all orders shipped and invoiced, shall be forwarded electronically in Excel (.xls or .xlsx) Format to the Contract Administrator.

Should within the term of the Contract appropriate means be integrated into the NYS Statewide Financial System (SFS) Portal that allow for direct input of the required reporting information, submission of the Report of Contract Purchases will migrate to that venue and Contractors will follow the reporting format established within the SFS Vendor Portal. Announcement of any such new capability and reporting requirement will be made via a purchasing memorandum which will be forwarded to Contractor.

**B. M/WBE Contractor Compliance & Payment Report:** The Contractor shall submit quarterly comprehensive reports to OGS demonstrating the total Executive Agency purchases made through M/WBE suppliers (see Appendix C – Report of Contract Purchases). Contractor shall also complete and submit tab “M/WBE 102” Commodity and Service Contracts Monthly Payment report.

**C. Authorized User Sales Reports:** Upon written request by an Authorized User, the Contractor shall furnish to such Authorized User, on a quarterly basis, a report listing the following: name of Products purchased, quantity purchased, unit price and total dollar volume of purchases.

**D. Updated Certification of Required Insurances:** As insurance coverage is traditionally of a term nature, it is the Contractor’s responsibility to maintain not just the appropriate insurance coverages, but also their filed certifications with NYSPRO. The Contractor shall furnish to the State up to date certifications of coverages for all insurance requirements per Attachment 20 - Insurance Requirements.

## **7.24 New York State Statewide Financial System**

New York State Statewide Financial System (SFS) went live for NYS agencies in April 2012. Future SFS procurement functionality envisions the ability to fully host Contract catalogs, to integrate Contractor-hosted punch-out catalogs, and/or to submit and process invoices electronically. OGS reserves the right to integrate any or all of these future catalog functions with a Contractor during the contract period, and by submittal of a bid, a Bidder agrees to coordinate with SFS, OGS and/or a third party host, for integration, if OGS exercises its right to do so. No costs or expenses associated with providing information and integration shall be charged to NYS. Technical Requirements for the data elements, such as data types, maximum field lengths, and cXML element names shall be provided by SFS, OGS and/or a third party host during integration. For more information on SFS, its use, and its capabilities please visit the SFS website here: <http://www.sfs.ny.gov/>.

## **7.25 New York State Vendor File Registration**

Prior to being awarded a Contract, the Contractor and any designated authorized reseller(s) who accept payment directly from the State must be registered in the New York State Vendor File (Vendor File) administered by the OSC. This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, a unique New York State ten-digit vendor identification number (Vendor ID) will be assigned to your company and Vendor IDs will be assigned to each of your authorized resellers (if any) for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage certain vendor information in one central location for all transactions related to the State of New York. If the Contractor is already registered in the Vendor File, the Contractor must enter its ten-digit Vendor ID on this Contract.

If the Contractor is not currently registered in the Vendor File, it must request assignment of a Vendor ID number from OGS. Complete the OSC Substitute W-9 Form ([http://www.osc.state.ny.us/vendors/forms/ac3237\\_fe.pdf](http://www.osc.state.ny.us/vendors/forms/ac3237_fe.pdf)) and submit the form to OGS. Please send this document to the Designated Contact in the solicitation. In addition, if an authorized reseller(s) is to be used that does not have a Vendor ID, an OSC Substitute W-9 form ([http://www.osc.state.ny.us/vendors/forms/ac3237\\_fe.pdf](http://www.osc.state.ny.us/vendors/forms/ac3237_fe.pdf)) should be completed by each designated authorized reseller and submitted to OGS. The OGS will initiate the vendor registration process for all companies and their authorized resellers. Once the process is initiated, registrants will receive an e-mail identifying their unique ten-digit Vendor ID and instructions on how to enroll in the online Vendor Self-Service application. For more information on the Vendor File please visit the following website: [http://www.osc.state.ny.us/vendor\\_management/](http://www.osc.state.ny.us/vendor_management/).

## 7.26 Registration with NYS Department of State

Contractor shall be registered with the NYS Department of State as an entity authorized to conduct business in New York State.

## 7.27 New York State Vendor Responsibility Questionnaire for a Non-Profit Business Entity

OGS conducts a review of prospective Contractors (“Bidders”) to provide reasonable assurances that the Bidder is responsive and responsible. A For-Profit Business Entity Questionnaire (hereinafter “Questionnaire”) is used for non-construction contracts and is designed to provide information to assess a Bidder’s responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a bid, Bidder agrees to fully and accurately complete the Questionnaire. The Bidder acknowledges that the State’s execution of the Contract will be contingent upon the State’s determination that the Bidder is responsible, and that the State will be relying upon the Bidder’s responses to the Questionnaire, in addition to all other information the State may obtain from other sources, when making its responsibility determination.

OGS recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller’s (OSC) website, [http://www.osc.state.ny.us/vendrep/vendor\\_index.htm](http://www.osc.state.ny.us/vendrep/vendor_index.htm) or to enroll, go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at <http://www.osc.state.ny.us/portal/contactbuss.htm>. Bidders opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at: [http://www.osc.state.ny.us/vendrep/forms\\_vendor.htm](http://www.osc.state.ny.us/vendrep/forms_vendor.htm).

In order to assist the State in determining the responsibility of the Bidder prior to Contract Award, the Bidder must complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the bid due date. A Bidder’s Questionnaire cannot be viewed by OGS until the Bidder has certified the Questionnaire. It is recommended that all Bidders become familiar with all of the requirements of the Questionnaire in advance of the bid opening to provide sufficient time to complete the Questionnaire.

The Bidder agrees that if it is awarded a Contract the following shall apply:

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she

discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of OGS or his or her designee to be non-responsible. In such event, the Commissioner of OGS or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

## **7.28 New York State Tax Law Section 5-A**

Tax Law §5-a requires certain Contractors awarded State Contracts for commodities, services and technology valued at more than \$100,000 to certify to the Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to Contracts where the total amount of such Contractors' sales delivered into New York State is in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

A Contractor is required to file the completed and notarized Form ST-220-CA with OGS certifying that the Contractor filed the ST-220-TD with DTF. Note: NYS DTF receives the completed Form ST-220-TD, not OGS. OGS ONLY receives the Form ST-220-CA. Form ST-220-CA must be filed with the bid and submitted to the procuring covered Agency certifying that the Contractor filed the ST-220-TD with DTF. Contractor should complete and return the certification forms within five (5) business days of request (if the forms are not completed and returned with bid submission). Failure to make either of these filings may render a Contractor non-responsive and non-responsible. Contractor shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Website links to the Contractor certification forms and instructions are provided below. Form No. ST-220-TD must be filed with and returned directly to DTF and can be found at [http://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf). Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with

DTF. If the information changes for the Contractor, its affiliate(s), or its subcontractor(s), a new Form No. ST-220-TD must be filed with DTF.

Form ST-220-CA must be submitted to OGS. This form provides the required certification that the Contractor filed the ST-220-TD with DTF. This form can be found at [http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf). Vendors may call DTF at 518-485-2889 for any and all questions relating to §5-a of the Tax Law and relating to a company's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF web site: <http://www.tax.ny.gov>.

### **7.29 Use of Recycled or Remanufactured Materials**

New York State supports and encourages contractors to use recycled, remanufactured or recovered materials in the manufacture of products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the product or packaging unless such use is precluded due to health or safety requirements or product specifications contained herein. Refurbished or remanufactured components or products are required to be restored to original performance and regulatory standards and functions and are required to meet all other requirements of this bid solicitation. Warranties on refurbished or remanufactured components or products must be identical to the manufacturer's new equipment warranty or industry's normal warranty when remanufacturer does not offer new equipment. See section 15, "Remanufactured, Recycled, Recyclable or Recovered Materials," in Appendix B, General Specifications.

### **7.30 Bulk Delivery and Alternate Packaging**

New York State encourages the use of innovative packaging that reduces the weight of packaging and the generation of packaging waste. A contractor is encouraged to use reusable materials and containers and to utilize packaging configurations that take advantage of storage containers designed to be part of the product for the shipment of multi-unit purchases. New York State recognizes that these packaging methods are in the development stage and may not be currently available. Authorized Users are urged to inquire about these programs at the time of purchase and determine the best solution for their needs.

### **7.31 Electronic Equipment Recycling and Reuse Act**

Contractor is aware of the NYS Department of Environmental Conservation (DEC) Electronic Equipment Recycling and Reuse Act which was signed into law in May 2010 and requires manufacturers to establish a convenient system for the collection, handling, and recycling or reuse of electronic waste. If Contractor is a manufacturer of covered electronic equipment, it must agree to comply with these requirements. More information regarding the Electronic Equipment Recycling and Reuse Act can be found on the DEC website at: <http://www.dec.ny.gov/chemical/65583.html>.

### **7.32 Environmental Attributes and NYS Executive Order No. 4**

New York State is committed to environmental sustainability and endeavors to procure products with reduced environmental impact. One example of this commitment may be found in Executive Order No. 4 (Establishing a State Green Procurement and Agency Sustainability Program), which imposes certain requirements on state agencies, authorities, and public benefit corporations when procuring commodities, services, and technology. More information on Executive Order No. 4, including certain specifications, may be found at <http://ogs.ny.gov/EO/4/Default.asp>. Additional information on green cleaning requirements is set forth at <https://greencleaning.ny.gov/Entry.asp>. State entities subject to Executive Order No. 4 are advised to become familiar with the specifications that have been developed in accordance with the Order, and to incorporate them, as applicable, when making purchases under this Contract.

### **7.33 Non-State Agencies Participation in Centralized Contracts**

New York State political subdivisions and others authorized by New York State law may participate in Centralized Contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See section 27, "Participation in Centralized Contracts," in Appendix B, General Specifications.

Upon request, all eligible non-State agencies must furnish Contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS NYSPRO's Customer Services at 518-474-6717.

### **7.34 Accessibility of Web-Based Information and Applications**

Any web-based information and applications development, or programming delivered pursuant to the contract or procurement, will comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Web-Based Information and Applications as such policy may be amended, modified or superseded, which requires that state agency web based information and applications are accessible to persons with disabilities. Web based information and applications must conform to New York State Enterprise IT Policy NYS-P08-005 as determined by quality assurance testing. Such quality assurance testing will be conducted by the New York State Office of Information Technology Services (ITS) and the results of such testing must be satisfactory to ITS before web-based information and applications will be considered a qualified deliverable under the contract or procurement.

### **7.35 Use of the Contract**

For purposes of using the Contract, the following subcategories of Authorized User are identified:

A. New York State Office of Information Technology Services (ITS) – All purchases of Law Enforcement Records Management System products and services under the Contract will be subject to ITS pre-approval. ITS will purchase and own, for the benefit of Law Enforcement Agencies (LEAs), all software licenses relating to the Law Enforcement Records Management System. ITS may purchase any product or service available under this Contract.

B. LEAs – LEAs may, subject to ITS pre-approval, purchase Law Enforcement Records Management System products and services under the Contract.

C. All Authorized Users (including, but not limited to ITS and LEAs) – All Authorized Users may, subject to ITS pre-approval, purchase products and services on Contract which are not Law Enforcement Records Management System products and services. Authorized Users other than ITS and LEAs may not purchase Law Enforcement Records Management System products and services under the Contract.

D. Staff Augmentation – Services procured under the Contract are intended to support products purchased under the Contract. Use of services for staff augmentation is outside the scope of the Contract.

\*Note: Law Enforcement Records Management System products and services subject to ITS pre-approval will be defined in the Contract.

### **7.36 Authorized User Statements of Work**

The process set forth in Attachment 23 shall be used to develop and memorialize Statements of Work for Authorized Users needing consulting services for work other than that performed by Contractor for the State in Phases 1 and 2. All Authorized Statements of Work are subject to the approval process in section 7.35.

### **7.37 CPI Price Adjustments**

There shall be no CPI price adjustments during the first five years of the Contract. However, pricing updates that apply to the Manufacturer's published price list can be submitted on the first anniversary date of the Contract and on each anniversary date thereafter. Any pricing updates must be executed through the process outlined in Section 7.8 - Centralized Contract Modifications, and Appendix P.

The pricing for the following contract items shall remain fixed for the term of the contract and any extensions:

- Licenses
- Maintenance and Support

Commencing on the fifth anniversary of the Contract and on each anniversary thereafter, the Contractor or OGS may request rate changes (increases or decreases) for pricing associated with one or more of the following contract items:

- Configuration
- Training
- Hourly Rates

CPI price adjustments are based upon fluctuations in the latest published copy of the Consumer Price Index for all urban consumers as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. The index is also available through the Internet at the Bureau of Labor Statistics web site at <http://stats.bls.gov/>. Go to "Inflation and Consumer Spending" then click "Consumer Price Index" and then click on "Tables created by BLS" then click on "annual % changes 1913 to present."

Any price increase, to the extent requested by Contractor, is limited to the increase in the CPI up to a maximum of three percent in any year.

Price adjustments using the CPI involve changing the base payment by the percent change in the level of the CPI between the reference period and a subsequent time period. This is calculated by first determining the index point change between the two periods and then the percent change. The price adjustment shall be calculated as follows. Take the CPI value for the 3rd month prior to the current anniversary date and subtract the CPI value for the 3rd month prior to the previous anniversary date (15 months prior to the current anniversary date) [e.g.: If the contract begins in April, take the January CPI value of the current year and subtract the January CPI value of the previous year]. That sum is then divided by the previous period CPI value and this result is then multiplied by 100 to equal the percent change which is the price adjustment value. This percentage change (increase or decrease) shall be applied to the next contract year, upon release of a Purchasing Memorandum from OGS.

The following example illustrates the computation of percent change for a hypothetical January, 2020 anniversary calculation:

CPI for current period (January 2020)	185.2
Less CPI for previous period (January 2019)	181.7
Equals index point change	3.5
Divided by previous period CPI	181.7
Equals	0.019
Result multiplied by 100	0.019 x 100
Equals percent change	1.9%

The Contractor has the sole responsibility to notify OGS that they wish to receive a CPI rate increase and to submit a request for the adjusted rate on the applicable anniversary date and shall provide a copy of the index and other supporting documentation necessary to support the increase or decrease to OGS through the process outlined in Section 7.8 - Centralized Contract Modifications, and Appendix P. Should the Contractor fail to make a request and submit supporting documentation to OGS within three (3) months after the applicable anniversary date, the Contractor shall be deemed to have waived its right to any increase in price for that year, but the State shall not be barred from making the appropriate adjustment in the case of a decrease determined in accordance with the above methodology. These price changes will take effect upon release of a Purchasing Memorandum from OGS.