

Mini-Bid Template

Authorized User Instructions

How to Use this Template

- Text Fields highlighted in grey must be updated with information relevant to your project.
- Explanatory comments are in (parenthesis) and italic text and should be removed.

Tailor this template to meet your needs. Some sections of this template may not be relevant to all Authorized Users. Those sections may be changed or removed. Remove explanatory comments as you go along. Where you decide to omit a section, you might keep the header, but insert a comment saying why you omitted the data.

Delete this page prior to distribution.

INSERT AUTHORIZED USER NAME
INSERT AUTHORIZED USER STREET ADDRESS
INSERT AUTHORIZED USER CITY, STATE, ZIP CODE
MINI-BID # INSERT MINI-BID REFERENCE NUMBER
INSERT PROJECT NAME

CONTRACT CATEGORY: PROJECT BASED INFORMATION TECHNOLOGY CONSULTING SERVICES
GROUP: 73600 AWARD NUMBER: 22772
FIXED-PRICE BASIS ONLY
Insert Lot No.

DESIGNATED CONTACTS

Primary Contact: Insert First and Last Name E-mail address: Insert E-Mail Address	Secondary Contact: Insert First and Last Name E-mail address: Insert E-Mail Address
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New York State Governmental Entities must indicate if Procurement Lobbying Law/Restricted Period is in effect: Yes No

If different than above, please mail the signed and notarized original of this document and any completed Attachment(s) to the following address:

Insert First and Last Name
INSERT AUTHORIZED USER NAME
INSERT AUTHORIZED USER STREET ADDRESS
INSERT AUTHORIZED USER CITY, STATE, ZIP CODE

CONTRACT TERM, EXTENSIONS AND ENHANCEMENTS/CHANGE REQUEST

(The maximum term for any Authorized User Agreement is three (3) years from the beginning of the engagement. Authorized User Agreements shall not be extended or renewed.)

An Authorized User and Contractor are encouraged to plan accordingly and make allowances for Project Scope Changes and Change Orders.

CHANGE REQUEST: An Authorized User may reasonably amend a fixed-price deliverable, provided the amendment does not materially change the scope of the Deliverable, and it shall not result in a cost increase.

ENHANCEMENT BUDGET: An Authorized User may include an enhancement budget in the Mini-Bid. Enhancements mean additional functionality and additional Deliverables unknown to the Authorized User at the time of Mini-Bid release. As such, an Authorized User's project is permitted to include an Enhancement budget, as included in the Mini-Bid (up to 10%). The total cost including the Enhancement budget may not exceed the Lot parameters from which the award was made. An Authorized User shall use Attachment 8 – Enhancement Request Template to reflect such modifications.)

Tentative Start Date Enter Date **through** Enter Date

Authorized User's Maximum Enhancement Budget Allowable Percentage %
This figure is applied after the negotiations with Tentative Awardee and should not be included with the Vendor's submission in response to this document.

(The starting date for each Authorized User's project will vary according to the date of the Mini-Bid award. An Authorized User Agreement that is fully executed prior to the expiration of the OGS Centralized Contract shall survive the expiration date of the OGS Centralized Contract, as defined in the OGS Centralized Contract.)

MWBE GOALS, UTILIZATION AND STAFFING PLANS

(NYS Executive Agencies must follow internal policies on establishing MWBE goals, as follows. Other Authorized Users should follow their own internal policies according to Article 15A of the Executive Law. Please see <http://www.esd.ny.gov/MWBE.html> for more information. Other Authorized Users may wish to add MWBE utilization goals as they see fit.)

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL

EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN ON NEW YORK STATE AGENCY AND AUTHORITY (as defined in New York State Executive Law §310 and hereinafter referred to as “State Agency”) **MINI-BIDS**

POLICY STATEMENT

The **FILL IN STATE AGENCY NAME** 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 State Agency Authorized User Agreements.

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 **FILL IN STATE AGENCY NAME** establish goals for maximum feasible participation of New York State certified minority- and women-owned business enterprises ("MWBEs") and the employment of minority groups members and women in the performance of New York State Contracts and State Agency Authorized User Agreements.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

By submission of response to this Mini-Bid, the 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 the Contract; or (ii) employment outside New York State.

The Bidder further agrees to submit with the Mini-Bid response, a staffing plan on Form **FILL IN STATE AGENCY'S FORM NUMBER** identifying the anticipated work force to be utilized on the State Agency Authorized User Agreement and if awarded a State Agency Authorized User Agreement, will submit to **FILL IN STATE AGENCY NAME** upon request, a workforce utilization report on form **FILL IN STATE AGENCY'S FORM NUMBER**, identifying the workforce actually utilized on the State Agency Authorized User Agreement, 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 (MWBEs)

For purposes of this State Agency Authorized User Agreement, **FILL IN STATE AGENCY NAME** hereby establishes a goal of **MBE %** for minority-owned business enterprises (MBEs) participation and **WBE %** for women-owned business enterprises (WBEs) participation (collectively referred to as MWBEs) for a total State Agency Authorized User Agreement MWBE goal of (**TOTAL % OR GREATER**). The total State Agency Authorized User Agreement goal can be obtained by utilizing any combination of MBE and/or WBE participation for subcontracting and supplies acquired under this State Agency Authorized User Agreement. 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 State Agency Authorized User Agreement and ensure that the MWBEs utilized under the State Agency Authorized User Agreement perform commercially useful functions. Contractor agrees that **FILL IN STATE AGENCY NAME** 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 State Agency Authorized User Agreement 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 State Agency Authorized User Agreement, 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, State Agency Authorized User Agreement, or project through which funds are passed in order to obtain the appearance of participation. **FILL IN STATE AGENCY NAME** 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 State Agency Authorized User Agreement 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, Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the State Agency Authorized User Agreement, such finding constitutes a breach of the State Agency Authorized User Agreement and **FILL IN STATE AGENCY NAME** 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 State Agency Authorized User Agreement MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the State Agency Authorized User Agreement.

By submitting a Mini-Bid response, Contractor agrees to submit the following documents and information as evidence of compliance with the foregoing:

A. Contractors are required to submit a Utilization Plan on Form **FILL IN STATE AGENCY'S FORM NUMBER** with the Mini-Bid response. The Utilization Plan shall list the MWBEs the Contractor intends to use to perform the State Agency Authorized User Agreement, a description of the Commercially Useful Function the Contractor intends the MWBE to perform to meet the goals on the State Agency Authorized User Agreement, the estimated or, if known, actual dollar amounts to be paid to a MWBE and performance dates of each component of a State Agency Authorized User Agreement that the Contractor intends to be performed by a MWBE. By signing the Utilization Plan, the Contractor acknowledges that the utilization of MWBEs that do not perform commercially useful functions may not be counted as meeting the MWBE goals of the State Agency Authorized User Agreement; 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 State Agency Authorized User Agreement 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 Award of the State Agency Authorized User Agreement and during the term of the State Agency Authorized User Agreement must be reported on a revised MWBE Utilization Plan and submitted to **FILL IN STATE AGENCY NAME**.

B. **FILL IN STATE AGENCY NAME** will review the submitted MWBE Utilization Plan and advise the Contractor of **FILL IN STATE AGENCY NAME** acceptance or issue a notice of deficiency within twenty (20) days of receipt.

C. If a notice of deficiency is issued; Contractor agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to **FILL IN STATE AGENCY NAME** a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by **FILL IN STATE AGENCY'S FORM NUMBER** to be inadequate, **FILL IN STATE AGENCY NAME** shall notify the Contractor and direct the Contractor to submit, within five (5) business days of notification by **FILL IN STATE AGENCY NAME**, a request for a partial or total waiver of MWBE participation goals on Form **FILL IN STATE AGENCY'S FORM NUMBER**. Failure to file the waiver form in a timely manner may be grounds for disqualification of the Mini-Bid response.

D. FILL IN STATE AGENCY NAME may disqualify a Contractor as being non-responsive under the following circumstances:

- a) If a Contractor fails to submit a MWBE Utilization Plan;
- b) If a Contractor fails to submit a written remedy to a notice of deficiency;
- c) If a Contractor fails to submit a request for waiver; or
- d) If **FILL IN STATE AGENCY NAME** determines that the Contractor has failed to document good faith efforts.

A Contractor who documents good faith efforts to meet the goal requirements may submit a request for a partial or total waiver on Form **FILL IN STATE AGENCY NAME** 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 **FILL IN STATE AGENCY NAME** at that time, the provisions of clauses B-D above, will apply.

Contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the State Agency Authorized User Agreement. Requests for a partial or total waiver of established goal requirements made subsequent to the Award of the State Agency Authorized User Agreement may be made at any time during the term of the State Agency Authorized User Agreement to **FILL IN STATE AGENCY NAME**, but must be made no later than prior to the submission of a request for final payment on the State Agency Authorized User Agreement.

E. Monthly MWBE Contractor Compliance Report

Contractors are required to report Monthly MWBE Contractor Compliance to **FILL IN STATE AGENCY NAME** during the term of the State Agency Authorized User Agreement for the preceding month's activity, documenting progress made towards achievement of the State Agency Authorized User Agreement MWBE goals. **FILL IN STATE AGENCY NAME** 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 State Agency Authorized User Agreement. 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 **FILL IN STATE AGENCY'S FORM NUMBER** to **FILL IN STATE AGENCY NAME**. More information about the NYSCS will be provided if Contractor is awarded a State Agency Authorized User Agreement.

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 State Agency Authorized User Agreement, leading to the withholding of funds, suspension or termination of the State Agency Authorized User Agreement or such other actions or enforcement proceedings as allowed by the State Agency Authorized User Agreement.

ALL FORMS ARE AVAILABLE AT: **FILL IN STATE AGENCY'S LOCATION OF MWBE FORMS**.

BEST VALUE AWARD METHODOLOGY

(The OGS Centralized Contract requires that a Mini-Bid be completed and an award made on the basis of "best value". Thus, an Authorized User Agreement award must be made to the Contractor who offers the best value solution. State Finance Law § 163(4)(d) mandates that a contract for services (including technology) be awarded on the basis of best value which takes into consideration cost as well as technical or non-cost factors. For certain service and technology procurements, best value can be equated to lowest price, where all requirements have been met by the Contractor. The evaluation weight assigned to the Technical evaluation shall not exceed 70% of the total score, and Cost evaluation shall be no less than 30% of the total score. The evaluation ratio MUST BE STATED below.

If the Authorized User is subject to the requirements of the State Finance Law, State Finance Law Section 163(1)(j) allows the inclusion of a quantitative factor for offerers 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 Executive Law. It is recommended that up to 5% of the total technical evaluation scale be awarded to a Proposer who meets one of these criteria. In addition, if the Authorized User includes a quantitative factor in its evaluation, as part of the Mini-Bid process it must obtain a certification from each Contractor indicating whether such Contractor is a small business pursuant to Executive Law Section 310(20). The Authorized User must use the directory of New York State Certified MWBEs to verify a Contractor's status as a MWBE.

Authorized User may choose to provide additional Technical evaluation point components for the Contractor to provide more focused proposals (e.g. 5% Key personnel interviews)

An award will be made to the Contractor who offers the best value solution.
 Evaluation Weights:
 Technical*: Insert Value (up to 70%) Financial/Cost: Insert Value (30-100%)
 MWBE Technical evaluation weight: Insert Value (up to 5%)
 * indicate pass/fail when Financial is 100%

The total price quoted/negotiated will be a fixed-price for the term of the Authorized User Agreement. Prices will remain firm for the entire Project duration.

MINI-BID PROPOSAL VALIDITY

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

INTRODUCTION

(An Authorized User may use this section to introduce their organization to the Contractor pool. The introduction should be kept brief and contain the information in the box below.)

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

- The purpose of this Mini-Bid is to obtain Proposals for INSERT PROJECT NAME as detailed in this document and any attachments(s) that may be included.
- Responses will only be accepted from Contractors listed under Award #22772, Lot # INSERT LOT No..

AUTHORIZED USER PROCUREMENT RIGHTS

(An Authorized User should use this section to identify any additional reserved rights that they wish to include in order to provide additional protections. Additional rights are those beyond the rights included in the OGS Centralized Contract.)

KEY EVENTS AND DATES

(An Authorized User should use this section to identify all dates and times associated with this Mini-Bid. There may be additional key events the Authorized User may wish to add.)

Minimum Time Frames from Mini-Bid Release to Bid Opening are as follows:

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

Event	Date	Time
Mini-Bid Release	[SELECT DATE]	Enter Time
Pre-Bid Conference	[SELECT DATE]	Enter Time
Contractor Question Period End	[SELECT DATE]	Enter Time
Authorized User Answer Issuance Deadline	[SELECT DATE]	Enter Time
Bid Opening / Mini-Bid Response Due Date	[SELECT DATE]	Enter Time

Please note: **INSERT AUTHORIZED USER NAME** will not accept any Mini-Bid responses received after **[Enter Day, Date and Time Bids are Due]**.

PRE-BID CONFERENCE

(It is up to the Authorized User to decide if a Pre-bid Conference will be held. If a Pre-Bid Conference is planned the Authorized User must enter the details for the Pre-Bid Conference in the Mini-Bid. Please include details such as: Date, Time and Location of the conference; state if participation is mandatory or optional for Contractors; how to register; any requirements for advanced submission of questions in writing; and any building access requirements.)

INTENT TO BID

(After the release of the Mini-Bid, an Authorized User may request that Contractors submit a notice of their Intent to Bid. If an Intent to Bid Notification request is sent, it must be sent to all Contractors within the selected Lot. The Intent to Bid process may help the Authorized User adjust work-loads and ramp up staffing to meet the demands of the Mini-Bid evaluation process. Failure to submit the Intent to Bid will not prevent a Contractor from submitting a bid.)

DOWNSTREAM PROHIBITION

*(Any and all work from this Mini-Bid that involves developing specifications, establishing a base for other applications or otherwise gaining information that would give a Contractor an unfair competitive advantage in a future procurement may result in the Contractor being precluded from further work (downstream prohibition) due to conflicts of interest. **Authorized User shall provide notification of any downstream prohibitions known at the time the Mini-Bid is released.** It is in the interest of the Authorized User and the Contractor to explore these issues during the pre-award negotiations and review as the project progresses. See State Finance Law section 163-a and section 163 (2) for additional information on the statutory prohibitions. Non-State agency Authorized Users may have additional statutory prohibitions.)*

INSERT PROJECT NAME

1. PROJECT OVERVIEW

(Provide a brief overview of the project. Much of this information may be extracted from existing documents such as Project Charter, Business Case, etc. Fields may be modified or updated as required.)

1.1 PROJECT BACKGROUND

(Please provide Contractors with a short summary of the project’s history and proposed approach, such as:

- Short statement of the business need and problem to be resolved*
- Time line or review of major dates in the project development process*
- Authorized User organizational units and key personnel involved in advancing the project*
- Alternative solutions or implementation strategies evaluated)*

1.2 PROJECT PURPOSE / OBJECTIVES

(Identify the key end results that the project will achieve when successfully executed. Measurable performance indicators for anticipated benefits may also be listed here.)

1.3 BUSINESS PROCESSES IMPACTED

(Review major changes in the way business will be conducted once the project is complete (if any).)

1.4 CUSTOMERS / END USERS IMPACTED

(Identify the specific groups whose work will be most affected during and after the project’s execution.)

1.5 EXISTING SYSTEM DESCRIPTION

(Describe the background and system technology, components, interfaces, etc. that would be pertinent for the Contractor to provide a comprehensive proposal. Clearly indicate what additional resources are supporting this system. Include what business processes the solution supports, identify users, system products, etc.)

2. DETAILED PROJECT SCOPE

(An Authorized User should use this section to define the tasks that the Contractor must complete under the Authorized User Agreement. This section must describe requirements in a way that permits Contractor to prepare a complete and accurate proposal. The Detailed Project Scope must include a list of the specific requirements that the Contractor must satisfy. It must also include a listing of the Deliverables/milestones that will become the basis for the Authorized User’s Project Plan, as well as those items that are specifically excluded from the project scope.)

2.1 PROJECT REQUIREMENTS

(List the key technical, functional and non-functional requirements for the project. Highlight the requirements that are essential to the ultimate success of the project. Insert rows and columns as needed to provide a complete listing of these requirements (attach a Project Requirements document if needed) or reference a website link to an electronic copy of this document.

- Specify project requirements clearly so that all Contractors can understand them.*
- Reference applicable specifications and standards required.*
- Specify Contractor requirements and responsibilities clearly.*
- Specify location where work is to be performed.*
- Specify all elements of the Project Plan requested (such as Gantt chart, Work Breakdown Structure (WBS), etc.)*

Examples of non-functional, non-technical requirements are administrative tasks, documentation, required meetings, etc.)

2.2 PROJECT CONSULTING KEY PERSONNEL REQUIREMENTS

(An Authorized User may list the key personnel functions and qualifications required for the project. Highlight the personnel requirements considered to be essential to the success of the project. Insert rows and columns as needed to provide a complete listing. Consider adding a Functions/Personnel Requirements Spreadsheet for Contractors to use in their response to ensure consistency in Contractor responses. If qualifications are identified by the Authorized User as “mandatory” or “minimum” any Contractor proposal that does not meet or exceed the requirement must be disqualified from consideration. Each Contractor has a NYS Price List that contains job titles, descriptions and rates. The Contractor may propose titles from their price list based on the individual Contractor’s solution for your project needs. If the positions required are not included on a price list, Contractors may update their price list in accordance with the OGS Centralized Contract terms to accommodate the Mini-Bid process. All positions listed as “key personnel” are expected to work the entire Authorized User Agreement duration, unless otherwise negotiated and approved by the Authorized User in accordance with the OGS Centralized Contract terms. Please refer to the OGS Centralized Contract and/or Attachment 6 - How to Use this Contract for additional details.)

JOB FUNCTION / DESCRIPTION	REQUIREMENTS	KEY PERSONNEL
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>

2.3 PROJECT DELIVERABLES NARRATIVE

(Provide a general description of the project included within this Mini-Bid with anticipated stages, timeframes and completion factors. A Deliverable shall not be set forth as a status report, meeting attendance, a block of staff hours, or an invoice.)

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2.4 PROJECT DELIVERABLES

(In the table below, list the suggested Deliverables that have been specifically included in this project. Deliverables should be clearly linked to the requirements identified in section 2.1. If there is a chance that the Deliverable will need to be updated at a later time, be sure to put language in the requirements that states that the Contractor is responsible for updating the document as needed. The final list of Deliverables and timeframes will be subject to the final negotiation process; however, there cannot be material and substantive changes to the original scope of the Mini-Bid. Knowledge Transfer requirements should be identified for all Projects. The final list of Deliverables and timeframes will be subject to the final negotiation process.)

DELIVERABLE	NOTES

2.4.1 ACCEPTANCE PROCESS AND CRITERIA

(The Authorized User should include its process(es) and criteria for reviewing and approving deliverables. If no acceptance process is set forth, the terms set forth in Appendix B control.)

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2.6 PROJECT RISK ASSESSMENT

(Identify known risks and mitigations. Consider developing a High, Medium, Low or other quantifiable/qualitative risk ranking system.)

KNOWN RISK	SUGGESTED MITIGATION STRATEGY (IF KNOWN)

2.7 AUTHORIZED USER SECURITY REQUIREMENTS

(An Authorized User should use this section to specify background check requirements, confidentiality Non-Disclosure requirements and additional security requirements.)

3. GENERAL TERMS AND CONDITIONS

3.1 DEFINITIONS

(Please use this section to list any terminology, abbreviations, programs, etc. that are not included in the OGS Centralized Contract. Definitions provided here must not modify or conflict with definitions in the OGS Centralized Contract.)

3.2 MINI-BID WITH STATEMENT OF WORK DOCUMENT AND ATTACHMENTS

(Authorized User should provide a list of the documents that compose the Mini-Bid. Please list all Appendices, Exhibits and Attachments by name. Sample Language: This Statement of Work is comprised of the following:)

3.3 ADDITIONAL TERMS AND CONDITIONS

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

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

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

3.4 AUTHORIZED USER RESPONSIBILITIES

(The Authorized User is required to provide language regarding the respective responsibilities of both the Authorized User and the Contractor. This listing should include, but is not limited to, expected Authorized User resources and management involvement, responsibility for other Contractors and the Contractor's performance, compliance with Authorized User policies, regulations and/or laws, consents necessary from third parties, etc..)

3.5 AUTHORIZED USER DISPUTE RESOLUTION PROCEDURE

(The Authorized User is required to provide language regarding the Authorized User's Dispute Resolution procedures. In the event that an Authorized User does not have a Dispute Resolution policy, please refer to OSC or OGS dispute resolution policy for guidance in creating a policy.)

3.6 ENHANCEMENT BUDGET PROVISION

(The Authorized User may provide for an Enhancement Budget provision. If an Enhancement Budget provision is not included, it will not be available under the final Authorized User Agreement. The provision cannot exceed 10% of the total project cost. This figure is should be applied after the negotiations with Tentative Awardee and should not be included with the Vendor's submission in response to this document. The total cost including the Enhancement budget may not exceed the Lot parameters from which the award was made.)

3.7 TRAVEL

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

3.8 RETAINAGE

(An Authorized User may include a provision to retain a percentage of each individual Deliverable payment of no more than 20% until the acceptance of the complete Deliverable or project. Additionally, the Authorized User may include a provision that retainage may be reduced when the Contractor substantially reduces the agreed upon deliverable timeline. The Authorized User must include the requirement for retainage, the total percentage of retainage to be withheld, and the potential reduction from the withhold in this area.)

3.9 ADDITIONAL INCENTIVES

(An Authorized User may include an invitation to Contractors to propose additional incentives, such as a better offer from the OGS Centralized Contract (see Appendix B Section 28) or an enhanced offer related to the Authorized User specific terms, for example: security terms or the retainage.)

CONTRACTOR RESPONSE TEMPLATE

Contractor: When the Authorized User provides for electronic submission, please convert this executed document to PDF, attach this PDF with the Contractor’s full submission, and e-mail before the Mini-Bid Deadline.

The Contractor Submission must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this Mini-Bid (including any Questions/Answers or addendums), the OGS Centralized Contract and that all information provided is complete, true and accurate.

(Where Procurement Lobbying Law is applicable by the Authorized User, by signing, Contractor affirms that it understands and agrees to comply with the Authorized User’s procedures relative to permissible contacts. Information may be accessed at: Procurement Lobbying: <http://www.ogs.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.html>)

The Authorized User will not be held liable for any cost incurred by the Contractor for work performed in the preparation of a response to this Mini-Bid or for any work performed prior to the formal execution of an Authorized User Agreement. Responses to the Mini-Bid must be received as specified in Key Dates and Events. Contractors assume all risks for timely, properly submitted deliveries. A Contractor is strongly encouraged to arrange for delivery of Mini-Bid responses prior to the date of the bid opening. LATE MINI-BID RESPONSES may be rejected. The received time of Mini-Bid responses will be determined by the clock at the Authorized User’s location.

Contractor’s Federal Tax Identification Number <small>(Do <u>Not</u> Use Social Security Number)</small>	Contractor’s NYS Contractor Identification Number
Legal Business Name of Company Responding (must match the OGS Centralized Contract):	
D/B/A — Doing Business As (if applicable):	
OGS Centralized Contract Number:	
Contractor’s Signature:	Printed or Typed Name:
Title:	Date:
<input type="checkbox"/> CONTRACTOR DECLINES TO RESPOND TO THE MINI-BID for the following reasons:	
<input type="checkbox"/> Insurance Affirmation: All insurance forms, including Professional/Technology Errors and Omission and Crime Coverage have been provided to OGS and are up to date.	
<input type="checkbox"/> Additional Incentives	

The information in this document defines the Authorized User’s Project and its scope. The Vendor is to return a project plan and financial submission based on the above information. The Vendor’s response to this Mini-Bid should address all elements included within this document. No extraneous elements or enhancements are to be included.

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 an office at _____, 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):** __he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, __he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, __he 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):** __he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he 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):** __he is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that _he 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, _he 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.

**Notary Public
 Registration No.**

The following is an example of all elements that must be included in a Contractor’s financial submission document.

MINI-BID FINANCIAL SUBMISSION							
Each deliverable is to include specific title with cost information. Each title must be sub-totaled. Each deliverable must be totaled. Travel per deliverable must be totaled with back-up to be included in the narrative for each deliverable. All deliverables must be totaled to a final fixed price for the Project. Travel Costs must be detailed within the Project Deliverable narrative.							
Total Fixed Price For the Project					\$	44,900.00	
Deliverable Number 1	Deliverable Name: Business Requirements Document for Application ABC						
Title	Description	Total Hours	NYS Not to Exceed Contract Price	Mini-Bid Price	Sub Total	Total Cost Per Category	
Sample Worker	Business Analyst	50.00	\$ 30.00	\$ 27.00	\$ 1,350.00		
Sample Worker 2	Senior Business Analyst	50.00	\$ 50.00	\$ 45.00	\$ 2,250.00		
					\$ -		
					\$ -		
Anticipated Travel Costs Associated with this Deliverable					\$ -	\$ -	
					TOTAL DELIVERABLE COST	\$ 3,600.00	
Deliverable Number 2	Deliverable Name: Functional Requirements Document for Application ABC						
Title	Description	Total Hours	NYS Not to Exceed Contract Price	Mini-Bid Price	Sub Total	Total Cost Per Category	
Programmer 1	XML Development	100.0	\$ 90.00	\$ 75.00	\$ 7,500.00		
Programmer 2	C++ Development	100.0	\$ 120.00	\$ 100.00	\$ 10,000.00		
					\$ -		
					\$ -		
Anticipated Travel Costs Associated with this Deliverable					\$ 1,000.00	\$ 1,000.00	
					TOTAL DELIVERABLE COST	\$ 18,500.00	
Deliverable Number 3	Deliverable Name: Deployment of Application ABC Into Test Environment						
Title	Description	Total Hours	NYS Not to Exceed Contract Price	Mini-Bid Price	Sub Total	Total Cost Per Category	
Trainer 1	Classroom Training	40	\$ 25.00	\$ 20.00	\$ 800.00		
Project Manager	Lead	100	\$ 250.00	\$ 200.00	\$ 20,000.00		
					\$ -		
					\$ -		
Anticipated Travel Costs Associated with this Deliverable					\$ 2,000.00	\$ 2,000.00	
					TOTAL DELIVERABLE COST	\$ 22,800.00	