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New York State Procurement (NYSPro)
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REQUEST FOR COMMENT

RFC NUMBER: 22798

DATE: March 14, 2014

GROUP: 73500

**PLEASE ADDRESS COMMENTS TO
DESIGNATED CONTACTS:**

Dewan Bristo / Karen Fowler

SST_Telecommunications@ogs.ny.gov

DUE DATE: April 4, 2014

SUBJECT: Request for Comment

TO PROSPECTIVE BIDDERS:

On behalf of the New York State (NYS) Office of General Services (OGS), New York State Procurement (NYSPro) is issuing this Request for Comment (RFC) to solicit commentary from vendors on specific sections of a draft Request for Proposal (RFP) for the Initiative described below.

Vendors interested in participating in any possible future opportunities are encouraged to respond to this RFC and sign-up for Online Vendor Bidder Notification Service available at <https://online.ogs.ny.gov/vendorregnet/Default.aspx> for classification codes, 43, 80, 81, 82, 83, 84 and/or 86. Further information may be found at the New York State Contract Reporter site at <http://www.nyscr.org/Public/Index.aspx>.

Purpose and Objective

It is the objective of this RFC to obtain vendor feedback on all requirements, terms and conditions presented in the draft RFP, unless the section is specifically tagged "Do Not Comment". Any comments submitted to those sections tagged "Do Not Comment" will not be reviewed or considered by OGS in developing an RFP for this project. Further, only comments specifically and explicitly related to the draft RFP content will be considered. Any collateral material such as brochures and marketing material submitted in a response will not be considered.

OGS will use the feedback received from this RFC as potential input to finalize overall requirements. The intent of the RFP, if it is eventually published, is to obtain a Law Enforcement Records Management System (RMS) solution for the New York State Police and other authorized users. This RFC is related to an initial implementation of an RMS for the New York State Police (NYSP). The scope of the draft RFP could expand as local law enforcement agencies may elect to participate. This could result in the need to interact (interface & convert data) with different systems. The intent is any future RFP would result in a **10** year deliverable based contract with the option to renew for **two (2) 3** year terms.

Content of Response

Vendors are asked to carefully review the content in the documents provided and complete the comment spreadsheet attached entitled, "RMS RFC Comment Response Form". Vendors are also asked to respond to the questions identified on the attached document entitled, "RMS RFC Questions". A response does not bind or obligate the responder or OGS to any provision or procurement of areas referenced. No contract can or will be awarded based on submission of responses to this RFC.

Since this RFC is designed as a tool to collect information and shall not result in a procurement contract it does not fall under the requirements of State Finance Law §§139-j and 139-k (the Procurement Lobbying Law) and there is no restricted period. However, we ask that you direct your questions and responses in writing only to the email address of SST_Telecommunications@OGS.NY.GOV.

Proposals submitted in response to this RFC are subject to the New York State Freedom of Information Law (Public Officers Law, Article 6; hereinafter FOIL). Pursuant to section 87(2)(d) of FOIL, records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise" may be exempt from disclosure. In addition, pursuant to section 89(5)(a)(1-a) of FOIL, records or portions thereof that contain critical infrastructure information may be exempt from disclosure ("Critical infrastructure" is defined in §86[5] of FOIL). If the Submitter intends to seek an exemption from disclosure of claimed trade secret materials or claimed critical infrastructure information under FOIL, the Submitter shall at the time of submission, request the exemption in writing and provide an explanation of (i) why the disclosure of the identified information would cause substantial injury to the competitive position of the Submitter, or (ii) why the information constitutes critical infrastructure information which should be exempted from disclosure pursuant to §87(2) of the Public Officers Law. Acceptance of the identified information by the State does not constitute a determination that the information is exempt from disclosure under FOIL. Determinations as to whether the materials or information may be withheld from disclosure will be made in accordance with FOIL at the time a request for such information is received by the State. Where such claimed material is embedded in the Response, it shall be the responsibility of the Submitter, at its sole cost and expense, to submit redacted versions of the Response within five (5) days of a request by OGS.

Please submit your electronic response to this RFC no later than 1PM EST on April 4, 2014 to:
SST_Telecommunications@OGS.NY.GOV.

The State of New York thanks you for your assistance in this information collection process.

New York State Office of General Services

Draft RFP

Group 73500

Law Enforcement Records Management System (RMS)

Classification Codes: 43, 80, 81, 82, 83, 84, and 86

DRAFT

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1 Introduction

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 these and other terms in this document, its appendices and attachments, can be found in **Appendix D– Glossary of Terms**.

The term “Bidder” shall be defined as an individual, organization, or company that is external to the State of New York and submits a bid for this procurement opportunity. For the purposes of this RFP, the following terms will be used interchangeably: Bidder, Consultant, Firm, Bidder, Proposer, and Vendor.

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 4,500 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 4,500 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, 5,054 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 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. See Appendix E for SJS activity volume.

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)
- 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 integrating 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.

PROCUREMENT SCHEDULE

1.6 Key Events and Dates

The key dates for this solicitation are provided below. To accentuate critical procurement dates, additional emphasis has been placed on the dates for the Mandatory Pre-Proposal Conference, Closing date for Questions, Mandatory Notice of Intent to Submit a Proposal and the Proposal Submission Deadline. The schedule for this RFP is indicated below. OGS reserves the right to change any of the dates stated in this RFP.

Event	Date	Time
Request for Proposals Release		
Opening Date for Pre-Proposal Question Submission		
MANDATORY Pre-Proposal Conference Registration Deadline		
MANDATORY Pre-Proposal Conference		
Closing Date for Questions		
Response to Prospective Bidder Post-Conference Questions		
Final Questions and Answers Period		
MANDATORY Notice of Intent to Submit a Proposal		
Proposal Submission Deadline		
Tentative Award		
Contract Award		

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 Administrative Information

2.1 Designated Contacts

In compliance with the Procurement Lobbying Law, _____, 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.

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:

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:

NYS Office of General Services
Minority and Women-Owned Business Enterprises
Corning Tower, 29th Floor, ESP
Albany, NY 12242
Email:

2.2 RFP QUESTIONS

Questions regarding this RFP shall only be directed to:

_____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 mail. 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.

Deadline for submission of questions will be as stated in **Section 1.3 - Key Dates**.

2.3 **Mandatory Pre-Proposal Conference**

The Pre-Bid Conference is scheduled to be held in **Albany, New York** on TBD. **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 on site 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.

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 RMS@OGS.NY.GOV. Please indicate the names of the people who will be in attendance and/or participating via webinar. Bidders who choose not to attend in person will be sent the webinar information after registration and prior to the conference.

General questions may be permitted and may be answered verbally at the Pre-Bid Conference. However, all questions/inquiries must then be submitted in writing by sending an email to RMS@OGS.NY.GOV. Answers to all questions submitted will be

included in the written OGS response to Bidder inquiries document and will be posted on the OGS website (Online Bid Calendar page) and released via the Bidder Notification System and/or the NYS Contract Reporter. Only those answers provided in writing are effective and binding. If technical issues arise during the Pre-Bid Conference, participants shall immediately email or call the designated agency contact. If the technical issues are attributable to the State, the Pre-Bid Conference will be re-scheduled.

Reserve this section for Pre-Proposal Location Information

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. Questions submitted prior to the Pre-Proposal Conference may be addressed at the Pre-Proposal Conference. Any question responses provided during the Pre-Proposal Conference are unofficial; only written question responses issued in accordance with Section 3.1 shall be official.

2.4 Mandatory Notice of Intent to Submit Proposal

A Bidder is required to indicate its intent to bid on this RFP by emailing a letter to this effect to RMS@ogs.ny.gov on or before the "Intend to Bid" deadline in Section 1.6 - Key Events and Dates. **Prospective Bidders who do not send notification of their Intent to Bid on or before the deadline will be disqualified from further participation in this procurement.**

Bidders who may wish to submit a proposal shall register their Intent to submit a proposal by sending written notice to _____, via e-mail at SST_Telecommunications@OGS.NY.GOV. Prospective Bidders shall include their company name, address, phone, contact name, title, and email address. Only Prospective Bidders who have submitted the mandatory Intent to Submit a Proposal will be allowed to submit proposals. Please note, by submitting the Intent to Submit a Proposal, the Prospective Bidders is not obligated to submit a proposal.

Deadline for submission of Intent to Bid will be as stated in **Section 1.6 – 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 Bidder/bidder during the procurement process. An Bidder/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, is identified on the first page of this agreement. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Bidder/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 Bidder/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

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 of the prospective 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 Cost and / or Technical Proposal Revisions

Prior to award, the State reserves the right to request a Cost and/or Technical Proposal clarification or revision, in accordance with State Finance Law §163.9(c), from any Bidder determined by the State to be susceptible of being selected for Contract award. Bidders are cautioned, however, to propose the best possible offer in their initial Bid as there is no guarantee that any Bidder will be allowed an opportunity to submit a revised Cost and / or Technical Proposal.

In addition, the State may identify aspects of Bidders' Cost and/or Technical Proposals that would provide increased value to the State if improved. The State will provide Bidders that are susceptible of being selected for Contract award after Vendor Demonstrations and Reference Checks with a written request for one or more potential improvements to their Cost and/or Technical Proposals and allow the Bidders to provide revised Cost and/or Technical Proposals. Any Bidder that is determined by the State to be insusceptible of being selected for award will receive no further consideration for award and will not be asked to participate in the Cost and/or Technical Proposal revision process.

A revised Cost Proposal must offer lower pricing than the initial Cost Proposal, and a revised Technical Proposal must offer more favorable terms to the State compared to the initial Technical Proposal. If a Cost Proposal revision is higher than the initial Cost Proposal, or the revised Technical Proposal is less favorable to the State than the initial

Technical Proposal, then the State will reject the revised proposal and use the initial proposal for final scoring purposes. Revised Cost and/or Technical Proposals from any Bidder participating in the Cost and/or Technical Proposal revision process will be reevaluated using the same process as the initial Cost and/or Technical Proposal evaluation, as applicable. If the State determines that it is in its best interests, the State may conduct multiple rounds of Cost and/or Technical Proposal revisions. Any Bidder who elects not to participate in the Cost and/or Technical Proposal revision, in whole or in part, will only be evaluated based on the Cost and Technical Proposal, as applicable, submitted in its initial Bid or last submitted Revised Bid.

Communications related to Cost and / or Technical Proposal revisions will be conducted in writing with a susceptible Bidder's designated point of contact.

The State will evaluate and score a Bidder's revised Cost and/or Technical Proposal using the same evaluation process as the initial Cost and/or Technical Proposal, and replace the initial scores for a Bidder's Cost and/or Technical Proposal with the scores of the Bidder's revised Cost and/or Technical Proposal. The State will then add the individual scores for the revised Technical Proposal, revised Cost Proposal, and the Customer References for each Bidder to provide a Final Overall Score for each Bidder.

2.8 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 below¹:
 - 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.

¹ <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).)

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

2.9 RFP Documents

This RFP is composed of the following documents:

- Appendix A - Standard Clauses for New York State Contracts (January 2014)
- Appendix B - General Specifications (July 2006)
- 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 ACISS
- 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
- Attachment 1.1 - RMS Functional Requirements
- Attachment 1.2 - RMS Functional Interface 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 Plan
- Attachment 9 - Proposed Training Fees
- Attachment 10 - Proposed Conversion - Contractor

- Attachment 11 - Proposed Conversion - NYS
- Attachment 12 - Proposed Maintenance and Support Fees
- Attachment 13 - Proposed Optional Features Costs
- Attachment 14 - Proposed Additional Products Pricing
- Attachment 15 - 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

End of Administrative Information Section

3 Scope of Work

3.1 Introduction

Through this procurement NYS seeks to acquire an industry leading RMS package and support. The successful vendor will have a mature product and 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 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 the 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 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 continued 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 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 Users	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	5500 users	Pilot of functionality followed by cutover (one or two local LEAs to participate in initial implementation for testing purposes)	14 months after contract execution (this timeframe is mandatory)	All in-person vendor led training will be conducted from a centralized training academy
2	LEA users migrating from SJS to new RMS (to include other State Entities)	3740 (assuming average of 17 users at each LEA for all 220)	2 LEAs/entities per week – ITS will make every effort to implement in	Within 2 years after phase 1 completion. Note phase 2 activities may begin prior to	Vendor hands on training will not be necessary at

	currently using SJS)	LEAs and other state entities currently using SJS)	geographic clusters	completion of phase 1 providing there is no degradation in delivery of phase 1 (this timeframe is highly desired)	every LEA
3	Non-SJS users migrating to new RMS (assuming 130 of the possible 300 entities)	9100 (assuming the average of 70 users for each LEA not using SJS)	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 Users 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.

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 and complete Attachment 2 – Project Plan.

3.3.2 Data Conversion/Migration

NYS is committed to providing a 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.

3.3.4 Training Plan

The Bidder must review and complete Attachment 3 - Training.

3.3.5 Support Plan

The Bidder must review and complete Attachment 19 – 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 expectations for both the system performance and the bid proposal.

3.4.1 Functional Requirements

The Bidder must review and complete Attachment 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

3.4.2 Interface Requirements

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

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

3.4.3 Technical Requirements

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

4 Method of Award, Evaluation and Scoring Method

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: 70%
Financial Proposal: 30%

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 2.4 of the

RFP and b) timely submit the mandatory Notice of Intent to Bid submission documents as described in Subsection 2.5 of the RFP.

Bidders that fail to attend the mandatory Pre-Bid Conference or timely submit the mandatory Notice of Intent to Bid submission documents, properly completed, with the original notarized signature of the vendor's authorized representative, will be disqualified from further participation in this procurement process. Partial submissions are not permissible and will disqualify the Bidder from further participation in this procurement.

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:

- **Pass / Fail Evaluation:** the technical evaluation team will inspect each Technical Proposal to determine if it contains responses to all of the mandatory requirements as prescribed in the RFP. No score will be tabulated for this evaluation and proposals that fail this review will be disqualified.
- **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:
 - Percentage of mandatory requirements satisfied by the COTS offering
 - Multi-jurisdictional and multi-tenancy capabilities.
 - Scalability of the COTS offering based on the number of users, number of transactions and size of databases currently installed.
 - Experience migrating data to the COTS offering from other vendor or custom applications.
 - 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 10 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.

- **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.

- **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 should be conducted by key personnel, including the engagement manager, project manager and the product expert. The State will provide a proposed agenda and demonstration criteria at such time. The demonstration will be conducted in the following manner:
 - Vendors will be given at a minimum of 10 business days to prepare for the demonstration.
 - Each vendor will be assigned a date for their demonstrations to begin.
 - Each vendor will be given 10-12 scenarios to demonstrate within an allotted time frame.
 - Each demonstration will follow the below format and schedule:

Vendor Setup	Morning of Day 1
Executive Overview	Afternoon of Day 1 (start time 1300)
Scenarios demonstration	Begin afternoon of Day 1 continuing to Day 2 (0900 - 1600)
Closing Comments	Concluding the morning of Day 3 (end time 1200)
Vendor Cleanup	Afternoon of Day 3

- For features that have not yet been built into the system, a mock up showing how the feature would look and operate is required.

- 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 asked scripted questions, and their answers will be scored on a pre-defined scoring worksheet.

- **Final Technical Evaluation Scoring:** 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 computation of the Combined Evaluation Score as described below.

4.5 Financial Evaluation Protocol

TO BE DETERMINED

4.6 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.

End of Evaluation and Selection Process Section

5 Proposal Requirements

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. Commitment to obtain, or proof of compliance with Workers' Compensation, Disability Benefits Coverage and Insurance Requirements in accordance with Attachment 6 – Insurance Requirements
6. Completed and signed Contractor Certification ST-220-CA (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 (see Section 7.30, New York State Vendor Responsibility).
8. Completed Attachment 21 - General Questions Standard Form
9. Completed Attachment 22 - Extraneous Terms

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 can be included in the Technical Proposal submission.

5.2.1 Executive Summary

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 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 its team has been providing 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 number of suppliers
 - 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 or implementations that were not completed on schedule of the Bidder's proposed solution, in the last ten (10) years or that are currently pending litigation. Provide a full explanation of the reasons for the problems, cancellation or failed implementation.

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. In addition, the Bidder should include what role identified in Section 6.1.4 of this RFP is its equivalent.
- 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.

5.2.2 Functional and System Requirements (Attachments 1.1, 1.2 and 1.3)

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 Optional Requirements and explaining the functionality of the Bidder's proposed solution for each requirement.

5.2.3 Project Plan (Attachment 2)

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 Training Plan (Attachment 3)

Using Attachment 3, the Bidder shall provide a 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 Data Conversion (Attachments 4.1 and 4.2)

NYS is committed to providing a 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 Acceptance Testing (Attachment 5)

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 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 Support Plan (Attachment 6)

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 Customer References (Attachment 16)

The Bidder must, 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.

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 calculating hardware costs based on the technology specified by the Bidder in their responses in attachment 1.3.

- 1) Licensing Fees – Attachment 7
- 2) Implementation Fees – Attachment 8
- 3) Training Fees – Attachment 9
- 4) Conversion Fees – Attachments 10 & 11
- 5) Maintenance and Support Fees – Attachment 12

- 6) Optional Features Costs - Attachment 13
- 7) Additional Products Pricing - Attachment 14
- 8) Hourly Rates for Miscellaneous Services - Attachment 15
- 9) Hardware costs, calculated by ITS 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 will be procured through this contract.

The Bidder shall submit its Financial Proposal using Attachments 7 through 15; Bidder shall consider the information and assumptions in Table 1 – Expected Implementation Schedule 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 – Implementation Schedule. All license costs must also be itemized by individual license fee.

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 throughout the term of the Contract. The approach shall be consistent with the Bidder's completed Attachment 2 - Project Plan and Attachment 3 - Training. A total training cost must be supplied for each project phase as identified in Table 1 – Implementation Schedule. All training costs 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 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 – 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 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 – Proposed Optional Features Costs

Using Attachment 13, Bidder shall provide the costs for each feature identified as desirable or optional throughout this RFP. Examples include; ACISS conversion and many features described in the functional requirements. Fees shall be consistent with Bidder's responses to Attachments 1– 5.

Attachment 14 – Proposed Additional Products Pricing

NYS understands that there may be circumstances after contract award that would lead to NYS acquiring products from the Contractor and requires that Bidders provide pricing for these potential acquisitions with their proposals. Bidders shall provide the information specified in Attachment 14.

Attachment 15 Proposed Hourly Rates

NYS understands that there may be circumstances after contract award that would lead to Authorized Users acquiring services from the Contractor and requires that Bidders provide pricing for these potential acquisitions with their proposals. This pricing must be based on the hourly rates for the resources required to provide those 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 Attachment 16. 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.

Calculation of Hardware Costs

NYS is responsible for acquiring, installing, maintaining and refreshing the computing hardware required to support the Contractor's solution. NYS must include hardware costs in its calculation of a Bidder's TCO and will calculate it based on the hardware specifications in the architecture proposed by the Bidder, pricing based on NYS schedules for the equipment and a four (4) year refresh schedule through the term of the Contract.

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

After the successful completion of system implementation and the transitioning of users into the production system in each Phase, the proposed licensing fee for those users will be payable in the following manner:

1. Fifty-five (55) percent of the proposed licensing fees, identified in Attachment 7 for the applicable Phase shall be payable to the Contractor upon successful system implementation and transition.

2. Twenty-five (25) percent of the proposed licensing fees identified in Attachment 7 for the applicable Phase shall be payable to the Contractor ninety (90) calendar days after successful system implementation and transition.
3. The remaining twenty (20) percent of the proposed licensing fees identified in Attachment 7 for the applicable Phase 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.

5.4.2 Project Engagement payment schedule

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 shall be payable to the Contractor upon acceptance of :
 - Approved Project Plan
 - Approved Conversion Plan
 - Approved Acceptance Testing Plan
 - Approved Training Plan
 - Approved Support Plan
2. Thirty-five (35) percent of the proposed project engagement fees shall be payable to the Contractor when all of the following milestones have been reached:
 - Fully Tested and Accepted System
 - Fully Validated Data Migration
 - Fully Executed Implementation
 - Fully Transitioned System Support

3. Twenty-five (25) percent of the proposed project engagement fees shall be payable to the Contractor ninety (90) calendar days after successful system implementation/transition.
4. The remaining twenty (20) percent of the project engagement fees 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.

5.4.3 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.

6 FORMAT AND CONTENT OF BID SUBMITTAL

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 – 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)

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

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 – 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) Proposed Optional Features Cost – Attachment 13
- (8) Proposed Additional Products Pricing – Attachment 14
- (9) Proposed Hourly Rates – Attachment 15

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.

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7 Terms and Conditions -

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 Dispute Resolution Policy

It is the policy of OGS NYSPRO to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to NYSPRO bid solicitations or Contract awards. NYSPRO encourages vendors to seek resolution of disputes through consultation with NYSPRO staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of NYSPRO's Dispute Resolution Procedures for Vendors may be obtained from the designated contacts listed on the front of this RFP or through the OGS website at: <http://www.ogs.ny.gov/BU/PC/Docs/VendorDisputePolicy.pdf>

7.2 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.

7.3 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.

7.4 Appendix B

Appendix B, Office of General Services General Specifications, dated July 2006, attached hereto, is hereby incorporated in, and expressly made a part of, this RFP.

7.5 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.

7.6 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.

7.7 Contract Documents

The Contract between Contractor and the State shall be comprised of a separate document executed by Contractor and OGS incorporating (i) Appendix A, Standard Clauses for New York State Contracts, (ii) Appendix B, General Specifications, (iii) portions of the successful Bidder's proposal and (iv) portions of the RFP. Other documents may be identified by OGS for inclusion in the Contract during the course of the solicitation process.

7.8 Conflict of Terms

Conflicts among the documents comprising the Contract shall be resolved in the following order of precedence:

1. Appendix A, Standard Clauses for New York State Contracts;
2. The separate document executed by Contractor and OGS;
3. Appendix B, General Specifications; and

4. Other documents identified by OGS for inclusion during the course of the solicitation process.

7.9 Contract Term

The Contract shall commence upon creation/execution pursuant to paragraph 38 of attached 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.

7.10 Centralized Contract Modifications

A. OGS, an Authorized User, or the Contractor may suggest modifications to the Centralized Contract or its 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 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 processed in accordance with the terms of the Centralized Contract and Appendix B, §40.

7.11 Task Orders

Task Orders may be used for Work that had neither (i) been included in the Deliverables identified in this RFP, nor (ii) been included in the Contractor's Proposal, but which pertains to the Scope of the Contract.

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

Prior to the State and the Contractor entering into a Task Order, a reasonability determination will be performed by the State's 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 task, the titles of staff performing such tasks, and the rates for such tasks as contained in Attachment 15. Upon all required State approvals and the parties' signatures on the Task Order, the Task Order will be deemed part of the Contract and the Contractor and the State shall perform such Task Order.

Any other additional services that pertain to the scope of the Contract, but which may not be accomplished by Task Order, may be provided pursuant to a Contract Amendment.

The Task 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 Task 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 Task 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.

7.12 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:

Albany, NY _____

Telephone Number: (518) _____

Facsimile: (518) _____

Email Address: _____

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.

7.13 Performance of Services

A. The Contractor 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. Subcontracting. Contractor may not subcontract the licensing of the software under the Contract or require the State to purchase the software through a reseller. The following requirements shall supplement the requirements of Appendix B, section 57:

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 promptly with the State a copy of any subcontract.

7.14 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 79, Product Acceptance, shall apply to products and services furnished to Authorized Users outside the scope of Phases 1 and 2.

7.15 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.

7.16 Contract Billings and Payments

A. Billings. Contractor shall provide complete and accurate billing invoices to the State and each Authorized User in order to receive payment. Billing invoices submitted to an Authorized User must contain all information required by the Contract and the State Comptroller or other appropriate fiscal officer. Submission of an invoice and payment thereof shall not preclude the Commissioner from requesting reimbursement or demanding a price adjustment in any case where the deliverable is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate.

Contractor shall provide, upon request of the Commissioner, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in the format requested by the Commissioner and in a media commercially available from the Contractor. The Commissioner may direct the Contractor to provide the information to the State Comptroller or to any Authorized User of the Contract.

B. Payment of Contract purchases made by an Authorized User when the State Comptroller is responsible for issuing such payment. The Authorized User and Contractor agree that payments for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payments shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller website at <http://www.osc.state.ny.us/epay/index.htm> or by e-mail at epayments@osc.state.ny.us. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above. Inquiries relating to OSC's Electronic Payments program should be directed to:

NYS Office of the State Comptroller
Vendor Management Unit
110 State Street Mail Drop 10-4
Albany, NY 12236
Telephone: (855) 233-8363
E-Mail: helpdesk@sfs.ny.gov

C. Payment of Contract purchases made by an Authorized User when the State Comptroller is not responsible for issuing such payment. The Authorized User and Contractor agree that payments for such Contract purchases shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User. Such payments shall be as mandated by the appropriate governing law from the receipt of a proper invoice. Such Authorized User and Contractor are strongly encouraged to establish electronic payments.

7.17 Interest on Late Payments

A. State Agencies. Upon acceptance of product or as otherwise provided by Contract, Contractor may invoice for payment. The required payment date shall be thirty (30) calendar days, excluding legal holidays, from the receipt of a proper invoice, as determined in accordance with State Finance Law §179-f(2) and 2 NYCRR Part 18. The payment of interest on certain payments due and owed by Agency may be made in accordance with State Finance Law §§179-d et. seq. and the implementing regulations (2 NYCRR §18.1 et seq.).

B. By Non-State Agencies Upon acceptance of product or as otherwise provided by Contract, Contractor may invoice for payment. The required payment date shall be thirty (30) calendar days, excluding legal holidays, or as mandated by the appropriate

governing law from the receipt of a proper invoice. The terms of State Finance Law Article 11-A apply only to procurements by and the consequent payment obligations of Agencies. Neither expressly nor by any implication is the statute applicable to Non-State Authorized Users. Neither OGS nor the State Comptroller is responsible for payments on any purchases made by a Non-State Agency Authorized User.

C. By Contractor. Should the Contractor be liable for any payments to the State hereunder, interest, late payment charges and collection fee charges will be determined and assessed pursuant to Section 18 of the State Finance Law.

7.18 Contractor Staff

All employees of the Contractor, or of its subcontractors, who shall perform Services under the resulting Contract, 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 resulting Contract on behalf of Contractor shall, in performing the Services, comply with all applicable Federal and State laws concerning employment in the United States. The Contractor shall staff the project with the titles set forth on Appendix N. The following requirements shall apply in addition to the requirements of Appendix B, paragraph 55:

A. Staffing Changes

(1) If the Contractor wishes to remove any of the Project Staff 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. If, after said consultation, it is mutually agreed that such removal shall take place, the Contractor shall immediately provide the resumes of three or more potential replacements with similar or better qualifications for the State Project Manager's review and approval.

If the Project Staff member's work has already commenced the Contractor shall offer the State a mutually agreed upon transition period up to two (2) weeks during which the Contractor staff who is leaving shall, at no cost to the State, train the replacement Contractor staff at the State's facilities. At the commencement of the transition period, the departing staff and the new staff will work together to develop a written transition plan to transition the responsibilities. The State reserves the right to approve this transition plan.

(2) The State shall also have the right in its reasonable discretion to request removal of a Contractor Staff member at any time, and the Contractor must immediately provide the resumes of three or more potential replacements with similar or better qualifications for the State Project Manager's review and approval.

(3) Where Contractor Staff ceases work for reasons beyond the control of the Contractor, the Contractor must immediately notify the State Project Manager and provide the resumes of three or more potential replacements with similar or better qualifications for the State Project Manager's review and approval.

a. Reasons beyond the control of the Contractor shall be defined as: (i) death of the Contractor Staff member; (ii) disability or illness; (iii) Contractor Staff member resigns his or her position; (iv) termination for cause by the Contractor; or (v) any other reason deemed acceptable by the State's Project Manager.

b. The provisions of this section do not preclude any Contractor Staff member from reasonable sick leave or annual leave.

(4) Upon the State Project Manager's approval, replacement staff will become Project Staff and will be subject to the terms and conditions of the Contract.

If the State Project Manager does not approve one of the proposed replacement candidates, the Contractor must immediately provide additional candidates for the State Project Manager's review. If the State Project Manager still does not find a proposed replacement acceptable, the State reserves the right to either suspend activities under the Contract or terminate the Contract for cause pursuant to Appendix B paragraph 60, Termination.

B. Work Site and Schedule

The Contractor agrees that the Key Project Staff as defined in RFP section 5.2.1 will continue their assignment to completion of said assignment. The Contractor's Project Manager shall be available to be contacted by the State 24x7x365.

The Contractor's team members, who have been defined as full time (100% of working time) within the Master Project Schedule ("Contractor's Team"), shall perform their duties on-site in Albany, New York, for the duration of their assignment, unless otherwise agreed to by State in writing. Non-full time Contractor and subcontractor staff are not required to be based in Albany, but shall be available to be on-site during their active periods of project engagement, as reasonably requested by the State Project Manager

The State and the Contractor will determine equipment/computer needs of the on-site Contractor's Team that the State can provide.

Unless otherwise agreed to by both parties the Contractor's Team will work four (4) consecutive business days onsite in Albany, with the following day off-site. On the off-site days the Contractor shall designate individuals to fill in for the key personnel (Project Manager and lead staff).

Contractor employees and subcontractors assigned to each Deliverable will be required to devote to the State Project the percentage of their working time that is defined in the Master Project Schedule.

The Contractor's assigned staff and any subcontractor's staff, when working on-site, shall be located at offices designated by the State Project Manager and shall be provided appropriate access to such offices.

C. Contractor Staff Conduct

1. 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.
2. The State will 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.

7.19 Nondisclosure, Confidentiality, Security and CJIS

A. NONDISCLOSURE AND CONFIDENTIALITY

The following shall supplement the requirements of Appendix B paragraph 14. 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. That the State has approved for disclosure, but solely in accordance with the State's approval or direction.

B. SECURITY

The following shall supplement the requirements of Appendix B paragraph 69.

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 facilities proposed for use must be located in the Continental United States 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. 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.

6. **Data Location.** The Contractor must ensure that all data related to this project will be located in Contractor data facilities in the Continental United States.

The State may terminate the Contract if it determines that Contractor has violated a material term of this section. 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.

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. 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.

Contractor shall perform background checks and make suitability determinations on employees and subcontractors who will perform Services on-site at the Contractor's location or on-site at a State location under this Contract. 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 on-site without undue risk to the interests of the State or an Authorized User.

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, 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, Exhibit X. 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.

7.20 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 15th of each year the Contractor agrees to report the following information to the State Agency awarding the Contract, or if the Contractor has provided Contract Employees pursuant to an OGS centralized Contract, such report must be made to the State Agency purchasing from such Contract. For each covered consultant Contract in effect at any time between the preceding April 1st through March 31st fiscal year or for the period of time such Contract was in effect during such prior State fiscal year Contractor reports the:
 1. Total number of Employees employed to provide the consultant services, 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., 11th 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 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.

7.21 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.

7.22 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.

7.23 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.

7.24 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.

7.25 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 7.12, 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.

7.26 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 group 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 (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 TBD% for Minority-owned Business Enterprises (MBE) participation and TBD% for Women-owned Business Enterprises (WBE) participation (collectively referred to as MWBE) for a total contract MWBE goal of TBD%. 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.

A Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this contract and Contractor agrees that OGS may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at: <http://www.esd.ny.gov/MWBE.html>

For guidance on how OGS will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, Bidder/Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in 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 and a description of the Contract scope of work that the Contractor intends to structure to meet the goals on the State contract, and the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State Contract that the Contractor intends to be performed by a NYS Certified minority- or woman-owned business. Any modifications or changes to the agreed participation by NYS Certified M/WBEs after the Contract Award and during the term of the Contract must be reported on a revised M/WBE 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.

Contractors are required to submit a Contractor's Monthly Compliance & Payment Report on Form MWBE 102 to OGS, by the 10th day of each month during the term of the Contract documenting the progress made toward achievement of the MWBE goals of the 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>

7.27 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 Attachment 25. 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 containing the information requested within the attachment workbook.

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.

7.28 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/>.

7.29 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) 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) 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/.

7.30 New York State Vendor Responsibility

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 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 or to enroll, go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

Please note that a Vendor ID is required to enroll in the VendRep System. Please see §1.12 for information on how to obtain a Vendor ID. Note: Allow up to four (4) business days to accommodate the verification process associated with assigning a Vendor ID and updating the OSC Online Services portal to allow a vendor to enroll to use the VendRep System.

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.

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.

7.31 Tax Law Section 5-A

§5-a of the Tax Law, as amended, effective April 26, 2006, 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 are 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. This law imposes upon certain Contractors the obligation to certify whether or not the Contractor, its affiliates, and its subcontractors are required to register to collect State sales and compensating use tax and Contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving Agency, from approving a Contract awarded to a Contractor meeting the registration requirements but who is not so registered in accordance with the law.

A Bidder is required to file the completed and notarized Form ST-220-CA with OGS certifying that the Bidder filed the ST-220-TD with the NYS Department of Taxation and Finance (DTF). Please note that the NYS Department of Taxation and Finance should receive the completed Form ST-220-TD, not OGS. OGS should only receive the Form ST-220-CA. Proposed Contractors 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 Bidder non-responsive. Each Bidder 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. 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.

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>.

7.32 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 "Remanufactured, Recycled, Recyclable or Recovered Materials" in Appendix B, OGS General Specifications.

7.33 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.

7.34 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>.

7.35 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.

7.36 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 "Participation in Centralized Contracts" in Appendix B, OGS 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.

7.37 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.

7.38 Process for ITS Approval of Purchases under the Contract

Only “Authorized Users” may purchase from the resulting contract. For purposes of the Contract there are also different categories of “Authorized Users” which will have different authorization to purchase products and services as described below.

For purpose of this section core RMS solution is defined as those services related to the installation, deployment and licensing of the base RMS solution. Non-core products and services include any other product or service offered by the Contractor under this Contract other than the core RMS Solution:

- 1) New York State Office of Information Technology Services (ITS) – ITS is the only entity that has the ability to procure all products or services off of the resulting Contract. In addition, ITS is the only Authorized User permitted to procure a license(s) for the core RMS solution from the Contractor. Any other Authorized User must sublicense or gain access to use of the core RMS solution through ITS.
- 2) Other New York State Agencies - This category of Authorized User is permitted to procure Non-core Vendor products and services offered off of the resulting Contract subject to the prior approval of ITS (See “How to Use this Contract” [not provided – to be determined]).
- 3) LEAs currently using SJS – This category of Authorized User is permitted to procure Non-core Vendor products and services offered off of the resulting Contract subject to the prior approval of ITS (See “How to Use this Contract” [not provided – to be determined]).
- 4) LEAs currently using other RMS products (or using no records management tools) - This category of Authorized User is permitted to procure Non-core Vendor products and services offered off of the resulting Contract subject to the prior approval of ITS (See “How to Use this Contract” [not provided – to be determined]).
- 5) Authorized Users which are not LEAs may purchase non-RMS products and services directly from the Contractor without ITS pre-approval.

7.39 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.

7.40 **Source Code Escrow for Licensed Product**

Contractor shall either: (i) provide Licensee with the Source Code for the Product; or (ii) place the Source Code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the State, and who shall be directed to release the deposited Source Code in accordance with a standard escrow agreement acceptable to the State; or (iii) will certify to the State that the Product manufacturer/developer has named the State, acting by and through the Authorized User, and the Licensee, as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the State and Licensee, and who shall be directed to release the deposited Source Code in accordance with the terms of escrow. Source Code, as well as any corrections or enhancements to such source code, shall be updated for each new release of the Product in the same manner as provided above and such updating of escrow shall be certified to the State in writing. Contractor shall identify the escrow agent upon commencement of the Contract term and shall certify annually that the escrow remains in effect in compliance with the terms of this paragraph.

The State may release the Source Code to Licensees under this Contract who have licensed Product or obtained services, who may use such copy of the Source Code to maintain the Product.