APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.

January 2014

TABLE OF CONTENTS

		Page
1.	Executory Clause	3
2.	Non-Assignment Clause	3
3.	Comptroller's Approval	3
4.	Workers' Compensation Benefits	3
5.	Non-Discrimination Requirements	3
6.	Wage and Hours Provisions	3
7.	Non-Collusive Bidding Certification	4
8.	International Boycott Prohibition	4
9.	Set-Off Rights	4
10.	Records	4
11.	Identifying Information and Privacy Notification	4
12.	Equal Employment Opportunities For Minorities and Women	4-5
13.	Conflicting Terms	5
14.	Governing Law	5
15.	Late Payment	5
16.	No Arbitration	5
17.	Service of Process	5
18.	Prohibition on Purchase of Tropical Hardwoods	5-6
19.	MacBride Fair Employment Principles	6
20.	Omnibus Procurement Act of 1992	6
21.	Reciprocity and Sanctions Provisions	6
22.	Compliance with New York State Information Security Breach and Notification Act	6
23.	Compliance with Consultant Disclosure Law	6
24.	Procurement Lobbying	7
25.	Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26.	Iran Divestment Act	7

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by 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 will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed

for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 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. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and

provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by
State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law

Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. **IRAN DIVESTMENT ACT**. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

ALL PROPOSALS SUBMITTED IN RESPONSE TO THIS RFP AND ALL QUESTIONS, COMMUNICATIONS AND SUBMISSIONS TO ITS MUST BE WRITTEN IN THE ENGLISH LANGUAGE WITH QUANTITIES EXPRESSED USING ARABIC NUMERALS. ALL PRICES SHALL BE EXPRESSED, AND ALL PAYMENTS SHALL BE MADE, IN UNITED STATES DOLLARS ($ USD). ANY PROPOSAL RECEIVED THAT DOES NOT MEET THE ABOVE CRITERIA MAY BE REJECTED AT THE SOLE OPTION OF ITS.

The following items must be submitted at the time of Bid submission:

Mail or Hand-Delivery of Fourteen Hard Copies (refer to the cover page of the RFP for address details):

Package 1 – Technical Proposal Binders

Original copies of the following items:

- Wrtitten Technical Proposal (see Section 14 of the RFP)
- Completed Attachment B, Bidder Signature Page and Procurement Lobbying Certification signed by a partner, corporate officer, or other person authorized to commit its firm to all provisions of the RFP and Bidder's proposal (original signature and notary stamp);
- Attachment G, Minimum Bidder Qualifications
- Attachments H.1 through H.7, Proposed Key Staff
- Attachment I, Bidder Experience and Qualifications

Mail or Hand-Delivery of Four Hard Copies (refer to the cover page of the RFP for address details):

Package 2 – Cost and Administrative Proposal Binders

Original copies of the following items:

- Completed Attachment B, Bidder Signature Page and Procurement Lobbying Certification signed by a partner, corporate officer, or other person authorized to commit its firm to all provisions of the RFP and Bidder's quote (original signature and notary stamp);
- Completed and signed Attachment D Lobbying Forms
- Completed and signed Attachment E, New York State Required Certifications
- Completed Attachment F, Encouraging Use of New York State Businesses in Contract Performance
- Attachment L, Cost Proposal (see Section 15 of the RFP)
- Attachment M, Consultant Disclosure Form A
- Attachment N, Contractor Requirements for MWBE and EEO
    - M/WBE and EEO Policy Statement
    - M/WBE Utilization Plan (M/WBE 100)
    - Equal Employment Opportunity – Staffing Plan (EEO-100)
- Completed and signed Contractor Certification, ST-220-CA (http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf)
- Proof of compliance with Workers' Compensation Coverage and Disability Benefits Coverage, as outlined in Contractor Insurance Requirements (see Attachment C – Standard Contract Terms and Conditions). There should be two forms submitted, one for proof of Workers' Compensation (NYS form CE-200, C-105.2, U-26.3, SI-12 or GSI-105.2) and one for Disability (NYS form CE-200, DB-120.1 or DB-155)
- Completed paper copy of Vendor Responsibility Questionnaire For-Profit Business Entity if online Questionnaire has not been completed http://www.osc.state.ny.us/vendrep/forms_vendor.htm
- Attachment P, Extraneous Terms, if proposed;
- Attachment U, Firm Offer Letter (original signature and notary stamp).

Attachment B –
Bidder Signature Page and Procurement Lobbying Certification

NYS ITS - Rent Regulation System Modernization

(RFP # ITS-2015-005LM)

The bid must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this Request for Quotes, Appendix A (Standard Clauses For New York State Contracts), and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, bidder affirms that it understands and agrees to comply with the OGS procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b). Information may be accessed at:

Procurement Lobbying: http://www.ogs.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.html

Bidder's Federal Tax Identification Number: *(Do Not Use Social Security Number)*	NYS Vendor Identification Number: *(See "New York State Vendor File Registration" clause)*

Legal Business Name of Company Bidding:

D/B/A - Doing Business As (if applicable):

Street: City: State: County: Zip Code:

If applicable, place an "x" in the appropriate box(es) (*check all that apply*): ☐ NYS Small Business # Employees ☐ NYS Minority Owned Business ☐ NYS Women Owned Business

If applicable, place an "x" in the appropriate box(es) (*check all that apply*): ☐ Manufactured Within NYS ☐ Solely Manufactured Outside NYS ☐ Partially Manufactured Outside NYS %

If you are not bidding, place an "x" in the box and return this page only.
☐ WE ARE UNABLE TO BID AT THIS TIME BECAUSE:

Bidder's Signature: Title:	Printed or Typed Name: Date: Click here to enter a date.
Phone: Extension Fax: Extension E-mail Address:	Toll Free Phone: Extension Toll Free Fax: Extension Company Website:

FOR NEW YORK STATE PROCUREMENT USE ONLY

P.R. # 22763 LIT ☐ MEMO ☐ LET ☐ OTHER ☐ MISSING PAGES

RETURN THIS PAGE AS PART OF RFQ RESPONSE

ACKNOWLEDGEMENT PAGE

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

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

On the ____ day of _____ in the year 20___, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he maintains an office at _____, and further that:

[Check One]

☐ **If an individual):** __he executed the foregoing instrument in his/her name and on his/her own behalf.

☐ **If a corporation):** _____ is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _____ is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _____ executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ **If a partnership):** _____ is the _____ of_____, the partnership described in said instrument; that, by the terms of said partnership, _____ is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _____ executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ **If a limited liability company):** _____ is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that _____ is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _____executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

_____

Notary Public Signature on Above Line
Notary Registration No.

RETURN THIS PAGE AS PART OF RFQ RESPONSE

TABLE OF CONTENTS

SECTION 1 - TERMS AND CONDITIONS 3

1.1 CONTRACT TERM 3
1.2 MODIFICATION OF CONTRACT 3
1.3 EXECUTORY PROVISION/CONTRACT FORMATION 3
1.4 INTEGRATION, MERGER, AND ORDER OF PRECEDENCE 3
1.5 CONTRACTOR RESPONSIBILITIES, QUALIFICATIONS, AND CHANGE IN STATUS 3
1.6 INDEPENDENT CONTRACTOR 5
1.7 CONTRACTOR PERSONNEL 5
1.8 BACKGROUND CHECKS 5
1.9 EMPLOYMENT REPORTING REQUIREMENTS 5
1.10 COOPERATION WITH THIRD PARTIES 5
1.11 COOPERATION WITH INVESTIGATIONS, AUDITS, AND LEGAL PROCEEDINGS 6
1.12 WORK OUTSIDE THE SCOPE OF THE CONTRACT 6
1.13 NOTICE OF CIRCUMSTANCES EXPECTED TO ADVERSELY AFFECT CONTRACTOR'S PERFORMANCE 6
1.14 NOTICE 6
1.15 PRICING, BILLING, AND PAYMENT FOR SERVICES 6
1.16 ELECTRONIC PAYMENT REQUIREMENT 7
1.17 WARRANTIES AND GUARANTEES 7
1.18 INDEMNIFICATION AND LIMITATION OF LIABILITY 8
1.19 COMPLIANCE WITH LAWS 8
1.20 SUSPENSION OF WORK 10
1.21 TERMINATION 10
1.22 TRANSITION 11
1.23 CONTRACTOR RESPONSIBILITY IN THE EVENT OF AN EMERGENCY 12
1.24 FORCE MAJEURE 13
1.25 DISPUTE RESOLUTION 13
1.26 GENERAL PROVISION AS TO REMEDIES 13
1.27 ADDITIONAL REMEDIES 13
1.28 INSURANCE 13
1.28.1 Compliance with Workers' Compensation and Disability Coverage Requirements 15
1.29 TAXES 15
1.30 OUTSTANDING TAX LIABILITIES 16
1.31 SECURITY, NON-DISCLOSURE/CONFIDENTIALITY, PRESS RELEASES & FOIL 16
1.32 CONTRACTOR REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN 18
1.33 ETHICS COMPLIANCE 21
1.34 MOST FAVORABLE TERMS 21
1.35 TRANSFER OF CONTRACT 21
1.36 SUBCONTRACTORS 21

1.37 WAIVER 21
1.38 ACCESSIBILITY 22
1.39 FEDERAL FUNDING 22
1.40 COMPLIANCE WITH NYS INFORMATION SECURITY POLICIES AND STANDARDS 22
1.41 SEVERABILITY 23
1.42 PIGGYBACKING 23
1.43 NOTIFICATION OF AWARD AND OPPORTUNITY FOR DEBRIEFING 23
1.44 ITS BID PROTEST POLICY 23
1.45 STATE'S RESERVED RIGHTS 23
1.46 BID LIABILITY AND LATE SUBMISSIONS 24
1.47 BID VALIDITY 24
1.48 BID RESULT NOTIFICATIONS 24
1.49 EXTRANEOUS TERMS AND CONDITIONS 24
1.50 ACCURACY OF BIDS 25
1.51 PRIME BIDDERS, SUB CONTRACTORS AND CONTRACTOR OBLIGATIONS 25
1.52 STATE FINANCE LAW SECTION 139-I REQUIREMENT FOR CONTRACTS OF $1,000,000 OR MORE 25
1.53 SUMMARY OF POLICY AND PROHIBITIONS ON PROCUREMENT LOBBYING 26
1.54 NEW YORK STATE VENDOR FILE REGISTRATION 26
1.55 NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT BUSINESS ENTITY 26
1.56 USE OF SERVICE-DISABLED VETERAN-OWNED BUSINESS ENTERPRISES IN CONTRACT PERFORMANCE 27
1.57 EMPLOYEE INFORMATION REQUIRED TO BE REPORTED FOR CERTAIN CONSULTANT CONTRACTORS AND SERVICE CONTRACTORS 27

SECTION 1 - TERMS AND CONDITIONS

The Procurement, the Bidder's Proposal, and the contract award that results from this Request for Proposal (RFP) are subject to and incorporate the following terms and conditions.

1.1 CONTRACT TERM

The term of the Contract shall be five (5) years. The Contract shall take effect and commence upon the approval of the Contract by the Office of the State Comptroller of the State of New York ("OSC" or "Comptroller"), as applicable.

1.2 MODIFICATION OF CONTRACT

The State reserves the right to renegotiate the terms and conditions of the Contract in the event that applicable New York State or federal laws, statutes, rules, regulations, policies, and/or guidelines are altered from those existing at the time the Contract is approved by the Comptroller in order to ensure continuous compliance therewith. The Contract is subject to amendment only upon mutual consent of the parties, reduced to writing and approved by the State's Attorney General and Comptroller. Contractor warrants that it will comply with all laws, ordinances, rules, and regulations.

1.3 EXECUTORY PROVISION/CONTRACT FORMATION

The State Finance Law of the State of New York, Section 112, requires that any contract entered into by a State Agency with a value in excess of fifty thousand dollars ($50,000) must first be approved by OSC before becoming effective. The Parties recognize that the Contract is wholly executory until approved by the Comptroller.

1.4 INTEGRATION, MERGER, AND ORDER OF PRECEDENCE

The Contract shall be comprised solely of the following documents. In the event of an inconsistency or conflict in terms, precedence shall be given in the order indicated:

- Appendix A -Standard Clauses for New York State Contracts
- Any Amendments to the Contract
- The Contract and clarifying documents, if any, setting forth the final agreements, clarifications, and terms between the Request for Proposal and Contractor's Bid
- This ITS Request for Proposal and all its attachments
- Contractor's Proposal

Only those documents expressly indicated above shall be deemed a part of the Contract, and references contained in those documents to additional Contractor documents not referenced above, shall be of no force and effect.

All prior agreements, representations, statements, negotiations, and undertakings are superseded.

The terms, provisions, representations, and warranties contained in the Contract shall survive performance hereunder.

1.5 CONTRACTOR RESPONSIBILITIES, QUALIFICATIONS, AND CHANGE IN STATUS

- **Responsibilities**

The Contractor is responsible for providing Services in accordance with the specifications set forth in the RFP and for meeting all Contract obligations set forth in the Contract, including all Exhibits, and any subsequent amendments mutually agreed to in writing by the Parties. Contractor is also responsible for all services, functions, processes and responsibilities, whether or not specifically described in the Contract, which are required, implied, or inherent for all services provided hereunder to be performed in a workmanlike manner.

- **Qualifications**

Contractor acknowledges that the Contract is being entered into by the State in reliance on Contractor's Bid and its representations concerning the particular qualifications, experience, management, and technical expertise of the Contractor and its personnel, and the pricing for same.

- **Substantial Change in Contractor Status**

Throughout the Contract term and any extensions, in addition to the requirements of NYS Finance Law §138 (requiring the State's approval of subcontractors and assignments and/or conveyances), the Contractor shall notify the State of any substantial change, as defined below, in the ownership or financial viability of the Contractor, its Affiliates, subsidiaries or divisions, or partners. Such notice, and details of any such change, shall be provided in writing immediately when such is first known by Contractor, its Affiliates, subsidiaries or divisions, or subcontractors.

"Substantial" change shall refer to sales, acquisitions, mergers or takeovers involving the Contractor, its Affiliates, subsidiaries or divisions, or partners that result in a change in the controlling ownership or assets of such entity after the submission of the Bid; entry of an order for relief under Title 11 of the United States Code; the making of a general assignment for the benefit of creditors; the appointment of a receiver of Contractor's business or property or that of its Affiliates, subsidiaries or divisions, or partners; or action by Contractor, its Affiliates, subsidiaries or divisions, or partners under any State insolvency or similar law for the purposes of its bankruptcy, reorganization, or liquidation; or court ordered liquidation against Contractor, its Affiliates, subsidiaries or divisions, or partners.

Upon the State's receipt of such notice, the State shall have thirty (30) business days from the date of notice to review the information. The Contractor may not transfer the Contract to or among Affiliates, subsidiaries or divisions, or partners, or to any other person or entity, without the express written consent of the State. In addition to any other remedies available at law or equity, the State shall have the right to cancel the Contract, in whole or in part, for cause if it finds, in its sole judgment, that such substantial change adversely affects the delivery of engagement Services or is otherwise not in the best interests of the State.

- **Vendor Responsibility - General**

It shall be a requirement of this Contract that Contractor continue to be a responsible Bidder, within the meaning of the State Finance Law, relevant case law and applicable guidelines, throughout the term of the Contract and any extensions. The Contractor agrees to present evidence of its continuing legal authority to do business in NYS, integrity, experience, ability, prior performance, and organizational and financial capacity, if requested by the Director of ITS or his or her designee. Upon request by ITS, Contractor shall update the information provided in the Vendor Responsibility Questionnaire submitted with its Bid within ten (10) business days of such request.

- **Suspension of Work for Non-Responsibility**

The Director of ITS, 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 CIO/Director of ITS, or his or her designee, issues a written notice authorizing a resumption of performance under the Contract.

- **Termination for Non-Responsibility**

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate ITS officials or staff, the contract may be terminated by the Director of ITS, or his or her designee, at the Contractor's expense, where the Contractor is determined by the Director of ITS, or his or her designee to be Non-Responsible. In such event, the Director of ITS, 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.

1.6 INDEPENDENT CONTRACTOR

Contractor is an independent Contractor, and its officers, employees, subcontractors and agents shall act in such an independent capacity and not as officers or employees of the State in the performance of the Contract. They are not employees of the State and are not entitled to any of the benefits associated with such employment.

1.7 CONTRACTOR PERSONNEL

All Contractor's officers and employees, subcontractors, or agents performing work under the Contract must meet or exceed the technical and training qualifications set forth in the RFP or the Bid, whichever is higher, and must comply with all security and administrative requirements of ITS. ITS may refuse access to or require replacement of any Contractor employee that ITS determines poses a security risk, has a work performance that ITS finds inadequate or unacceptable, or otherwise fails to meet ITS business requirements or expectations.

1.8 BACKGROUND CHECKS

All Contractor employees or subcontractors that perform services under this Contract must undertake and complete a full New York State Police fingerprint background investigation process, which will include a federal criminal justice site security check, as required by ITS or NYS law, rules and regulations prior to providing services. Any costs associated with the background checks, including related travel, will be borne by Contractor. ITS, in its sole discretion, may reject or bar from any State facility any employee or agent of the Contractor or its subcontractors performing work under this Contract, and such action by ITS shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract terms.

1.9 EMPLOYMENT REPORTING REQUIREMENTS

To the extent that this is a consulting services contract as described in §8(17)(f) of the New York State Finance Law, Contractor shall comply with all ITS requests and requirements related to reporting under §163(4)(g) of the New York State Finance Law. Furthermore, all subcontracts entered into by Contractor for purposes of performing the Contract shall contain a provision whereby subcontractors agree to comply with ITS requests and requirements related to reporting under §163(4)(g) of the New York State Finance Law. Reports and forms filed by Contractor pursuant to this section shall be available for public inspection and copying under the provisions of the Freedom of Information Law (FOIL).

1.10 COOPERATION WITH THIRD PARTIES

Upon the request of the State, the Contractor shall be responsible for fully cooperating with any third party, including but not limited to other contractors or subcontractors of the State, relating to the delivery or coordination of Services.

1.11 COOPERATION WITH INVESTIGATIONS, AUDITS, AND LEGAL PROCEEDINGS

Upon the request of ITS, the Contractor shall cooperate with the State in any investigation, audit, or other inquiry related to the Procurement or the resulting Contract or any litigation relating thereto, at no cost to ITS or the State. This provision shall survive the termination of the Contract.

1.12 WORK OUTSIDE THE SCOPE OF THE CONTRACT

The Contractor must not perform work outside the scope of the Contract, unless such work is authorized by a properly executed, Comptroller-approved written amendment to the Contract. Any work not so authorized will not be compensated.

1.13 NOTICE OF CIRCUMSTANCES EXPECTED TO ADVERSELY AFFECT CONTRACTOR'S PERFORMANCE

The Contractor shall immediately notify ITS upon learning of any situation that can reasonably be expected to adversely affect the delivery of Services under the Contract. If such notification is verbal, the Contractor shall follow such initial verbal notice with a written notice to ITS which shall include a description of the situation and a recommendation of a resolution within three (3) calendar days of Contractor's becoming aware of the situation.

1.14 NOTICE

All notices given pursuant to this Contract shall be in writing and shall be validly given when mailed by registered or certified mail, or hand delivered. Such notices shall be addressed as set forth below, or to such different addresses as the parties may from time-to-time specify by written notice to the other party. The Parties agree to mutually designate individuals as their respective representatives for purposes of this Contract.

For the NYS Office of Information Technology Services:

Procurement and Contract Support Unit
NYS Office of Information Technology Services
Empire State Plaza, PO Box 2062
Albany, NY 12220-0062

For Contractor:

[Name]
[Title]
[Street Address]
[City, State, Zip code]
Telephone Number: ( )

Additional individuals may be designated, in writing, by the parties for purposes of communications related to administration/billing, problem resolution, and/or for dispute resolution.

1.15 PRICING, BILLING, AND PAYMENT FOR SERVICES

Payments for Services rendered shall be in accordance with the Contract. All rates must be inclusive of any and all direct and indirect costs including contract administrator, clerical personnel, travel, computer charges, postage and all other expenses related to the engagement. ITS will not pay overtime rates for hours worked over 40 per week.

Contractor shall invoice ITS monthly, in arrears, for all Services rendered with appropriate detailed invoices in a form agreed to and as directed by ITS. The Comptroller shall render payment for invoices under this Contract in accordance with ordinary State procedures and practices.

1.16 ELECTRONIC PAYMENT REQUIREMENT

Contractor shall provide complete and accurate billing invoices to ITS in order to be eligible for payment. Billing invoices submitted to ITS must contain all information and supporting documentation required by the Contract, ITS, and the State Comptroller. Payment for invoices submitted by the Contractor shall be rendered electronically, unless payment by paper check is expressly authorized by ITS, in its sole discretion, due to extenuating circumstances. Such electronic payment 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's website at www.osc.state.ny.us/epay/index.htm, by e-mail at epunit@osc.state.ny.us, or by telephone at 518-474-4032. Contractor acknowledges that it will not be eligible for payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director of ITS has expressly authorized payment by paper checks as set forth above.

1.17 WARRANTIES AND GUARANTEES

A. **Contract Deliverables.** Contractor warrants and represents that the Services required by the RFP and the Contract shall be performed or provided in accordance with all the terms and conditions, covenants, statements, and representations contained in this Contract.

B. **Compliance with laws**. Contractor warrants and represents that, throughout the term of the Contract and any extensions, Contractor shall meet or exceed all requirements of the Contract and any applicable laws, including but not limited to those related to insurance, and agrees to provide such proof as required by ITS.

Contractor warrants and represents that, throughout the term of the Contract and any extensions, and in the performance of obligations under the Contract, it will: (i) comply with all applicable laws, ordinances, rules and regulations of any governmental entity; (ii) pay, at its sole expense, all applicable permits, licenses, tariffs, tolls and fees; and (iii) give all notices required by any laws, ordinances, rules, and regulations of any governmental entity. Failure to do so may constitute grounds for ITS to terminate or suspend this Contract, in whole or in part, or to take any other action deemed necessary by ITS.

C. **Workmanship Warranty**. Contractor warrants and represents that all components or deliverables specified and furnished by or through Contractor under the Contract shall meet the completion criteria set forth in the Contract and any subsequent personnel request documents, and that Services will be provided in a professional and workmanlike manner in accordance with the highest applicable industry standards. Failure to do so may result in the State finding that Contractor is in default of its Contract obligations.

D. **Personnel Eligible for Employment**. Contractor warrants and represents that all personnel performing Services under this Contract are eligible for employment in the United States and shall remain so throughout the term of the Contract and any extensions. Contractor shall provide such proof of compliance as is required by ITS.

E. **Service Guarantee**. Contractor's failure to satisfy performance standards or requirements set forth herein may result in a credit or chargeback in an amount pre- determined by the parties. The Chargeback shall be paid to ITS in the form of a credit to ITS against the Contractor's invoice submitted to ITS immediately following the month in which the Contractor failed to satisfy the standard or requirement.

F. **Survival of Warranties**. All warranties contained in the Contract shall survive the termination of the Contract.

Limitations: THE WARRANTIES SET FORTH IN THE CONTRACT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE.

1.18 INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither Party shall be liable for any delay or failure in performance resulting from a force majeure event. The Parties shall use all reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors, if any, and shall fully indemnify and save harmless the State and ITS from suits, actions, damages, and costs of every name and description relating to personal injury and damage to real or personal property caused by Contractor, its agents, employees, partners, or subcontractors, if any, without limitation; provided however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the negligent act or negligent failure to act of the State.

Contractor shall indemnify, defend, and hold the State harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret, or other third-party proprietary right in relation to the Products furnished or utilized, provided that the State shall give Contractor: (i) prompt written notice of any action, claim, or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense; and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at is sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Director shall require. This paragraph shall not apply to that portion of any infringement claim which results from a material modification by ITS, without Contractor's approval, of any Product provided by Contractor pursuant to this Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation," and regardless of the basis on which the claim is made, Contractor's liability under the Contract for direct damages shall be limited to the greater of the following: (i) $1,000,000 (One Million Dollars); or (ii) two (2) times the amounts paid to the Contractor under the Contract during the twelve (12) months of the contract term which precedes the giving of notice of the claim by the State. For this purpose, amounts paid shall include, but not be limited to, payments made electronically, by check, by offset, or by the application of credits from the Contractor to the State. Unless otherwise specifically enumerated herein, neither Party shall be liable to the other for special, indirect, or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work), even if the Party has been advised of the possibility of such damages. Neither Party shall be liable for lost profits, lost revenue, or lost institutional operating savings.

The State may, in addition to other remedies at law or equity, and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the State.

The State does not agree to any indemnification provisions that require the State to indemnify or save harmless Contractor or third parties.

1.19 COMPLIANCE WITH LAWS

The Contractor shall comply with all present and future applicable laws, codes, ordinances, statutes, rules, and regulations with respect to any of the duties or responsibilities of the Contractor arising from the Contract, including but not limited to the Americans with Disabilities Act (42 USC Section 12101, et seq).

To the extent that ITS is the recipient of any federally funded monies relating to the procurement of Services or Products under the RFP and Contract, Contractor agrees to comply with all applicable federal laws, rules and regulations, including but not limited to the following areas as further set forth at Chapters II and XXX of 7 CFR and 45 CFR Parts 74 and 95 relating to:

a. Equal Employment Opportunity as set forth in federal Executive Orders 11246 and 11375 as supplemented by 41 CFR 60, and the nondiscrimination requirements of 45 CFR Parts 80, 84 and 90, and 7 CFR Parts 15, 15b and 15d.

b. Copeland "Anti-Kickback Act" (18 USC 874 and 40 USC 276c) which provides that all contracts/sub-grants greater than $2,000 for construction or repair must have a provision requiring compliance with 18 USC 874 as supplemented by 29 CFR Part 3, which prohibit Contractors or sub-recipients from inducing by any means any person employed in construction, completion or repair of public work to give up any part of compensation to which they are otherwise entitled and that the recipient shall report all suspected/reported violations to the Federal awarding agency.

c. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) which requires all construction contracts awarded by recipients of more than $2000 to comply with the Act as supplemented by USDOL Regulations 29 CFR Part 5 requiring all Contractors to pay wages to laborers and mechanics at a rate not less than the minimum wage specified by the Federal Secretary of Labor, which wages shall be paid not less than once a week. The recipient shall place a copy of the federally specified wage (the "prevailing wage") in each solicitation and the award of a contract shall be conditioned upon acceptance of such a determination. The recipient must report all suspected/reported violations to the Federal awarding agency.

d. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) which requires, where applicable, that all construction contracts and other contracts involving employment of mechanics and laborers require compliance with 40 U.S.C. 327-333 as supplemented by USDOL Regulations 29 CFR 5 when said contracts exceed $100,000, which references require that work in excess of 40 hours/week be recompensed at a rate at least 50% greater than the basic pay rate and that no work be required in unsanitary, hazardous, or dangerous conditions. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

e. Rights to Inventions Made under a Contract or Agreement- Contracts or Agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government and the recipient in any in any resulting invention in accordance with 37 CFR Part 401 and any further implementing regulations issued by USDHHS or USDA.

f. Ownership Rights in Software or Modifications Thereof – The State shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation, and the federal government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and documentation, provided, however, that this sentence shall not apply to 'proprietary operating/vendor software packages' within the meaning of 45 CFR 95.617(c) and 7 CFR 277.18(l)(1)(iii).

g. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), which require Contracts and sub-grants in excess of $100,000 shall require the recipient to comply with the Acts recited herein and that violations must be reported to USDHHS and the appropriate Regional Office of the Federal Environmental Protection Agency.

h. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)- which requires that every Contractor under a contract for more than $100,000 and every tier of Contractors or subcontractors thereunder shall file certification, as required, that said Contractor will not and has not used any Federal appropriated funds to pay any person or organization for influencing or attempting to influence any federal agency, member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or award covered by such Amendment. A Contractor or

subcontractor from any tier shall also disclose any lobbying with non-federal funds that takes place in conjunction with obtaining a federal award, which disclosure shall be forwarded up any applicable tiers to the recipient. (See also 45 CFR 93)

i. Debarment and Suspension. (Federal E.O.s 12549 and 12689)- Certain contracts shall not be awarded to parties listed on the non-procurement portion of the U. S. General Services Administration's "Lists of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with E.O.s 12549 and 12689. (See 45 CFR 76.) Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

j. Contractor shall make positive efforts to assure that small businesses and minority and women owned business enterprises (M/WBEs) are utilized when possible as sources of supplies, equipment, construction and services. If any subcontracts are to be let, Contractor shall (1) include qualified small businesses and M/WBEs on solicitation lists; (2) assure that they are solicited whenever they are potential sources; (3) when economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum small business and M/WBE participation; (4) where the requirement permits, establish delivery schedules which will encourage participation by small businesses and M/WBEs, and; (5) use the services and assistance of the New York State Department of Economic Development [(518) 292-5100 or Web Site www.empire.state.ny.us], the US Small Business Administration, the Office of Minority Business Enterprise of the US Department of Commerce and the US Community Services Administration, as appropriate.

1.20 SUSPENSION OF WORK

ITS reserves the right to suspend any or all activities under the Contract, at any time, in the best interests of the State or ITS. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on State spending, declaration of emergency, or other such circumstances. Upon issuance of such notice, the Contractor shall comply with the suspension order. Contractor shall be paid for services performed prior to suspension in accordance with the Contract. Activity may resume at such time as ITS issues a formal written notice authorizing a resumption of work.

1.21 TERMINATION

A. For Convenience

The State retains the right to cancel the Contract without cause, provided that Contractor is given at least thirty (30) calendar days' notice of the State's intent to cancel without penalty to the State or imposition of other early termination charges. This provision should not be understood as waiving the State's right to terminate the Contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. In the event of cancellation without cause by the State, the State agrees to negotiate a payment for Services performed by the Contractor prior to termination.

A. For Cause

For any material breach or failure of performance of the Contract by the Contractor, the State may provide written notice of such breach or failure. The State may terminate the Contract if the Contractor does not cure such breach or failure within thirty (30) calendar days after the giving of written notice to cure.

No delay or omission to exercise any right, power, or remedy accruing to the State or ITS upon breach or default by the Contractor under the Contract shall impair any such right, power or remedy, or shall be construed as a waiver of any such breach or default, or any similar breach or default thereafter occurring nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

If, due to default that remains uncured for the period provided herein, a third party shall commence to perform Contractor's obligations under the Contract, the State shall thereafter be released from all obligations to Contractor hereunder, including any obligation to make payment to Contractor, provided however that the State shall continue to be obliged to pay for any and all Services provided prior to any such date. If the State employs a third party to perform Contractor's obligations under the Contract, Contractor shall be liable for the payment of any cost differential that the State incurs as a result of having to employ such third party to cure or resolve the issue.

B. For Suspension or Delisting of Contractor's Securities

If the Contractor's securities are suspended or delisted by the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, as applicable, if the Contractor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any statute of any state relating to insolvency or the protection of rights of creditors, the State, in its sole discretion, may terminate the Contract in accordance with the Contract or exercise such other remedies as shall be available under the Contract, at law and/or equity.

C. For Vendor Responsibility Related Findings

ITS may, in its sole discretion, terminate the Contract if it finds at any time during the term of the Contract that the Contractor is non-responsible, or that any information provided in the Vendor Responsibility Questionnaire submitted with Contractor's Bid was materially false or incomplete, or if the Contractor fails to timely or truthfully comply with ITS's request to update its Vendor Responsibility Questionnaire.

D. Termination Notice

Notices required by this section shall be delivered to the other party in writing, pursuant to the Notice provisions of the Contract.

E. Termination Date

In the event a notice of termination is issued for convenience, the Contract termination date shall be thirty (30) calendar days from the date notice is given in accordance with the Notice provisions of this Contract. The termination date for material breach or failure of performance shall be the date notice is given in accordance with the Notice provisions of this Contract.

F. Mitigation of Costs

The Contractor shall not undertake any additional or new contractual obligations on or after the receipt of notice of termination without the prior written approval of the State. On or after the receipt of notice of termination and during the termination notice period, the Contractor shall take all commercially reasonable and prudent actions to close out unnecessary outstanding, existing obligations as economically as possible for the State.

1.22 TRANSITION

The State may require the Contractor to provide uninterrupted Services after Contract termination/expiration ("Transition Services") as the State deems reasonable and necessary for the State to comply with all legal requirements for establishing a new contract and transition to the use of a replacement Contractor or otherwise continue the provision of Services.

A. Transition Period

The Transition Period shall be determined by the State, and Contractor will be notified of the period in writing. The State shall consult with the Contractor prior to making such determination. The State reserves the right to amend the Transition Period subsequently, upon thirty (30) days' advance written notice to the Contractor.

B. No Interruption in Service

At all times during the Transition Period, and unless directed otherwise in writing by the 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 or three (3) months prior to the end of the term of the Contract, whichever event occurs first, the Contractor shall submit to the State for approval a detailed written plan for Transition (Transition Plan) that outlines, at a minimum, the tasks, milestones, and deliverables associated with the smooth transition of Services to the State, a third party or a successor Contractor. Contractor agrees to amend the Transition Plan to include all other information deemed necessary by the State.

D. Contractor Transition Services

Transition Services shall include the performance of Contractor's responsibilities as outlined in the Contract, and also the transferring of those responsibilities to the State, a third party or the successor Contractor in accordance with the Transition Plan agreed upon by the Parties. Contractor shall maintain the same level of service during the Transition Period as is set forth in the Contract, provided, however, that as tasks or services are transitioned to or assumed by the State, a third party or the successor Contractor, Contractor shall not be held responsible for the negligent acts or negligent omissions of the State, a third party or the successor Contractor or for service degradation resulting from the negligent acts or negligent omissions of the State, a third party or the successor Contractor with respect to the transitioned tasks or services.

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

The State shall assume responsibility for transition project management.

G. Cooperation

Contractor shall cooperate with the State to facilitate a smooth and orderly transition. Periodic project review meetings shall be held with representatives of the Contractor, the State, and the third party or the successor Contractor.

1.23 CONTRACTOR RESPONSIBILITY IN THE EVENT OF AN EMERGENCY

For purposes of this section, the following definitions of an Emergency shall apply: "state disaster emergency" shall have the same meaning as set forth in section 20(2)(b) of the Executive Law and "other emergency situation" shall refer to a situation or occurrence which the CIO/Director of ITS or designee, in his/her sole discretion, has determined poses a risk to health and public safety or the conservation of public resources.

In the event of a state disaster emergency or other emergency situation, the Contractor shall be notified that ITS is invoking this provision.

Unless the Contractor's performance would be excused pursuant to the Force Majeure provisions of the Contract during a state disaster emergency or other emergency situation the Contractor shall provide the necessary services to the State on a time is of the essence basis, working on a 24x7x365 basis, to restore

and/or recover operation and services, which are critical to the health, safety and welfare of the State, to be determined at the sole discretion of the State.

Except as provided in this section, all other provisions of the RFP and Contract remain in full force and effect during a state disaster emergency or other emergency situation.

1.24 FORCE MAJEURE

In the event that either Party is unable to perform any of its obligations under the Contract because of natural disaster, any act of God, war, civil disturbance, court order, or labor dispute, or any other acts beyond the reasonable control of either Party (hereinafter referred to as a "Force Majeure Event"), the Party that has been so affected shall immediately give notice to the other Party, and shall exercise every commercially reasonable effort to resume performance, and an extension of the time for performance shall be granted for a period to be agreed to in writing by the State and Contractor. Any delay in performance by either Party resulting from a Force Majeure Event shall not be considered a breach or default under the Contract.

1.25 DISPUTE RESOLUTION

The Contractor and the State agree to resolve any disputes regarding the performance of Services, or otherwise arising under the Contract, expeditiously through an escalation process to be agreed upon by the Parties. Dispute resolution meetings between the Parties shall be held within three (3) business days in the event a dispute threatens the performance of a material portion of the Service, with senior management engagement, as needed. During the course of a dispute, Contractor shall continue to provide Services according to the Contract until such dispute is resolved.

Nothing in this paragraph shall diminish the State's right to terminate the Contract as provided in the Contract.

1.26 GENERAL PROVISION AS TO REMEDIES

The Parties may exercise their respective rights and remedies at any time, in any order, to any extent, and as often as deemed advisable, without regard to whether the exercise of one right or remedy precedes, concurs with or succeeds the exercise of another. A single or partial exercise of a remedy shall not preclude a further exercise of the right or remedy or the exercise of another right or remedy from time to time. No delay or omission in exercising a right or remedy, or delay, inaction, or waiver of any event of default, shall exhaust or impair the right or remedy or constitute a waiver of, or acquiescence to, an event otherwise constituting a breach or default under the Contract.

1.27 ADDITIONAL REMEDIES

In addition to any other remedies available to ITS under the Contract and state and federal law for Contractor's default, ITS may choose to exercise some or all of the following:

- Suspend, in whole or in part, payments due to Contractor under this Contract;
- Pursue equitable remedies to compel Contractor to perform;
- Apply Service Credits against amounts due and owing by ITS under the Contract;
- Require Contractor to cure deficient performance or failure to meet any requirements of the RFP at no charge to the State.

1.28 INSURANCE

The Contractor shall furnish ITS with Certificates of Insurance evidencing compliance with all insurance requirements of this Section. Such Certificates shall be in form and substance acceptable to ITS, and ITS

may also ask to review the insurance policies to check that the coverage afforded by the policies matches the Contractor-provided Certificates of Insurance. Acceptance of Certificates of Insurance by ITS shall not diminish any of Contractor's obligations, responsibilities or liabilities under the Contract. All insurance required by the Contract shall be specifically and exclusively for the performance of Contractor's obligations under the Contract, and shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State; shall be primary and non-contributing to any insurance or self-insurance maintained by ITS and/or the State of New York; shall be endorsed to provide that written notice be given to ITS at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policy or policies, which notice, evidenced by return receipt of United States Certified Mail, shall be sent to ITS. The insurance policy(ies) shall name the State of New York, its officers, agents, and employees as additional insureds thereunder (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number **CG 20 26 11 85**). The additional insured requirement does not apply to Workers' Compensation or Disability coverage. The Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject. Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII," the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the State and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. The Contractor shall cause all insurance to be in full force and effect as of the commencement date of this Contract and to remain in full force and effect throughout the term of the Contract and as further required by this Contract. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect. Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply ITS with updated replacement Certificates of Insurance, and amendatory endorsements.

The Contractor, throughout the term of this Contract, or as otherwise required by the Contract, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of the Contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

- Commercial General Liability Insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the aggregate per annum. Such liability shall be written on the ISO occurrence form CG 0001, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent Contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.
- Comprehensive Business Automobile Liability Insurance with a limit of not less than $2,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.
- Workers' Compensation, Employers Liability, and Disability Benefits as required by New York State. Sections 57 and 220 of the New York State Workers' Compensation Law (WCL) require that ITS shall not enter into any contract unless proof of workers' compensation and disability benefits insurance coverage is produced. Prior to entering into a contract with ITS, the successful Bidder shall be required to verify for ITS, on forms authorized by the New York State Workers' Compensation Board, that they are properly insured or are otherwise in compliance with the insurance provisions of the WCL.
- Waiver of Subrogation. Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against ITS, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against ITS or (ii) any other form of permission for the release of ITS.

1.28.1 **Compliance with Workers' Compensation and Disability Coverage Requirements**

An ACORD form is not acceptable proof of workers' compensation coverage. In order to provide proof of compliance with the requirements of the New York State Workers' Compensation Law pertaining to workers' compensation coverage, a Contractor shall: i) Be legally exempt from obtaining Workers' Compensation insurance coverage; or ii) Obtain such coverage from an insurance carrier; or iii) Be a Workers' Compensation Board-approved self-insured employer or participate in an authorized self-insurance plan. Notwithstanding any other requirements of this Section, a Contractor seeking to enter into a contract with the State of New York shall provide one of the following forms to ITS at the time of bid submission:

- Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers' Compensation Board's website (www.wcb.ny.gov);
- Certificate of Workers' Compensation Insurance:
    1) Form C-105.2 (9/07) if coverage is provided by the Contractor's insurance carrier, the Contractor must request its carrier to send this form to ITS, or
    2) Form U-26.3 if coverage is provided by the State Insurance Fund, the Contractor must request that the State Insurance Fund send this form to ITS.
- Form SI-12, Certificate of Workers' Compensation Self-Insurance available from the New York State Workers' Compensation Board's Self-Insurance Office.
- Form GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance available from the Contractor's Group Self-Insurance Administrator.

In order to provide proof of compliance with the requirements of the New York State Workers' Compensation Law pertaining to disability benefits, a Contractor shall: i) Be legally exempt from obtaining disability benefits coverage; or ii) Obtain such coverage from an insurance carrier; or iii) Be a Board-approved self-insured employer. Notwithstanding any other requirements of this Section, a Contractor seeking to enter into a contract with the State of New York shall provide one of the following forms to ITS at the time of bid submission:

- Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers' Compensation Board's website (www.wcb. ny.gov).
- Form DB-120.1, Certificate of Disability Benefits Insurance. Contractor must request its business insurance carrier to send this form to ITS; or
- Form DB-155, Certificate of Disability Benefits Self-Insurance. The Contractor must call the Board's Self-Insurance Office at 518-402-0247 to obtain this form.

1.29 TAXES

ITS represents that the purchases on behalf of the State of New York are not subject to any state or local sales or use taxes, or to federal excise taxes. Contractor remains liable and solely responsible without exemption for social security, unemployment insurance, workers compensation and other taxes and obligations to which Contractor may be subject to by law. Section 5-a of the New York Tax Law requires that any contract valued at more than $100,000 entered into by a State Agency shall not be valid, effective, or binding against the Agency unless the Contractor certifies to the Department of Taxation and Finance that it is registered to collect New York State and local sales and compensating use taxes, if the Contractor made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in of excess of $300,000, measured over a specified period. In addition, the Contractor must certify to the Department of Taxation and Finance that each affiliate and subcontractor of such Contractor exceeding such sales threshold during a specified period is registered to

collect New York State and local sales and compensating use taxes. For the purpose of this requirement, "affiliate" means a person or organization which, through stock ownership or any other affiliation, directly, indirectly, or constructively controls another person or organization, is controlled by another person or organization, or is, along with another person or organization, under the control of a common parent. The Contractor also must certify to the procuring state entity that it filed the certification with the Department of Taxation and Finance and that the certification is correct and complete. Accordingly, in the event the value of this Contract exceeds $100,000 and Contractor's sales delivered by any means to locations within New York State of tangible personal property or taxable services have a cumulative value in excess of $300,000, measured over a specific period, the Contractor must file a properly completed Form ST-220-CA with ITS and a properly completed Form ST-220-TD with the Department of Taxation and Finance before the Contract may take effect. In addition, after the Contract has taken effect, the Contractor must file a properly completed Form ST-220-CA with ITS if the Contract's term is renewed. Further, a new Form ST-220-TD must be filed with the Department of Taxation and Finance if no ST-220-TD has been filed by the Contractor or if a previously filed Form ST-220-TD is no longer correct and complete. Further information about this requirement is available at http://www.osc.state.ny.us/agencies/gbull/g222.htm. Contractor agrees to cooperate fully with the State in administering these requirements.

1.30 OUTSTANDING TAX LIABILITIES

Contractor warrants that there are no outstanding tax liabilities against the Contractor in favor of the State of New York, or in the event that such liabilities exist, a payment schedule has been arranged for their speedy satisfaction.

1.31 SECURITY, NON-DISCLOSURE/CONFIDENTIALITY, PRESS RELEASES & FOIL

The Contract may be terminated by the State for cause for a material breach of this section by Contractor.

- **Security Procedures & Employee Dishonesty:**

  Contractor warrants, covenants and represents that it shall comply fully with all security procedures and policies of the State, including but not limited to fingerprinting and background check procedures, which are communicated to the Contractor by ITS during the performance of the Contract. Contractor shall indemnify and 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, if any while providing Services under the Contract.

- **Nondisclosure & Confidentiality**

  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. This requirement shall survive termination of the Contract. For purposes of the 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). Notwithstanding the foregoing, information that falls into any of the following categories shall not be considered Confidential Information:

  1. information that is previously rightfully known to the receiving party without restriction on disclosure;
  2. 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; and

3. information that is independently developed by Contractor without use of Confidential Information of the State.

Contractor shall indemnify and 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.

Contractor employees and subcontractors shall be required to sign Confidentiality and Non-Disclosure Agreements either before or upon arrival at the work site or prior to providing services under the Contract.

- **Press Releases**

Contractor agrees that no brochure, news/media/press release, public announcement, memorandum or other information of any kind regarding the Contract shall be disseminated in any way to the public, nor shall any presentation be given regarding the Contract without the prior written approval by the Director or his/her designee, which written approval shall not be unreasonably withheld or delayed provided, however, that Contractor shall be authorized to provide copies of the Contract and answer any questions relating thereto to any State or Federal regulators or, in connection with its financial activities, to financial institutions for any private or public offering.

- **Public Information and FOIL**

Disclosure of information related to this Procurement and the resulting Contract shall be permitted consistent with the laws of the State of New York and specifically FOIL. ITS shall take reasonable steps to protect from public disclosure any records or portions thereof relating to this Procurement that are exempt from disclosure under FOIL. Information constituting trade secrets or critical infrastructure information for purposes of FOIL must be clearly marked and identified as such by the Contractor upon submission. If the Contractor intends to request an exemption from disclosure under FOIL for trade secret materials or critical infrastructure information, the Contractor 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 Contractor, or (ii) why the information constitutes critical infrastructure information which should be exempted from disclosure pursuant to § 87(2) of FOIL. Acceptance of the identified information by ITS 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 ITS.

- **Federal or State Requirements**

Contractor will comply with federal and state law and regulations regarding personal, private and sensitive data as defined therein.

In the event that it becomes necessary for Contractor to receive Confidential Information, which Federal or State statute or regulation prohibits from disclosure, 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 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, 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. If Contactor elects to destroy Confidential Information, it shall use reasonable efforts to achieve the same and notify the State accordingly. Contractor agrees that it will use all appropriate safeguards to prevent any unauthorized use or unauthorized disclosure of Confidential Information, which Federal or State statute or regulation prohibits from disclosure.

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. 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.

- **CJIS**

This RFP and its resulting Contract are strictly limited to permitting the Contractor to perform the services as described therein. At no time shall the Contractor access any criminal justice information (including criminal history record information or other sensitive criminal justice information), as defined by the Federal Bureau of Investigation Criminal Justice Information Services (CJIS) Security Policy (the "CJIS Security Policy") (annexed hereto as Appendix D), contained on NYS Systems or media without complying with this Section. Any access to computer media/systems which contain criminal justice information including criminal history record information and other sensitive criminal justice information is subject to the CJIS Security Policy and its related Security Addendum (the "SA") (reflected and incorporated in Appendix D2 annexed hereto). 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 justice information (including 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 Services, agrees (1) to abide by the CJIS Security Policy and its related SA, and (2) to the incorporation by reference of the CJIS Security Policy and its related SA as a part of the Contract, (3) that the CJIS Security Policy and its related SA shall be incorporated by reference as a part of all subcontracts entered into by the Successful Bidder for delivery of Services, if any; and (4) that those Successful Bidder employees and subcontractor employees (Contractor Staff), if any that provide Services shall sign the form set forth as Appendix D2 hereto, referenced and incorporated in the CJIS Security Policy as the "Federal Bureau of Investigation Criminal Justice Information Services Security Addendum Certification.". One copy of the signed form will be retained by the Successful Bidder and the original will be provided to the State for retention by the CJIS Information Security Officer for New York State.

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

- **Off Shore restrictions**

Confidential Information accessed by or provided to Contractor during the course of performing services for the State must not be stored or accessed outside of the continental United States.

1.32 CONTRACTOR REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

Pursuant to New York State Executive Law Article 15-A and 5 NYCRR 140-145 ITS recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises and the employment of minority group members and women in the performance of NYS Office of Information and Technology Services (ITS) 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" ("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 ITS establishes goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, ITS hereby establishes an overall goal of ~~5%~~ 30% for MWBE participation, ~~5%~~ 15% for New York State certified minority-owned business enterprises ("MBE") participation and ~~0%~~ 15% for New York State certified women-owned business enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). A contractor ("Contractor") on the subject contract ("Contract") must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and the Contractor agrees that ITS may withhold payment pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: https://ny.newnycontracts.com. For guidance on how ITS will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

Commented [ML1]: Revised per response to Question #39

In accordance with 5 NYCRR §142.13, the 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 ITS 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, a Bidder on the Contract ("Bidder") agrees to demonstrate its good faith efforts to achieve its goals for the utilization of MWBEs by submitting evidence thereof through the New York State Contract System ("NYSCS"), which can be viewed at https://ny.newnycontracts.com, provided, however, that a Bidder may arrange to provide such evidence via a non-electronic method by contacting Ed Snyder, Procurement & Contracts Support Unit, NYS Office of Information Technology Services. Please note that the NYSCS is a one stop solution for all of your MWBE and Article 15-A contract requirements. For additional information on the use of the NYSCS to meet Bidder's MWBE requirements please see the attached MWBE guidance, "Your MWBE Utilization and Reporting Responsibilities Under Article 15-A."

Additionally, a Bidder will be required to submit the following documents and information as evidence of compliance with the foregoing:

- An MWBE Utilization Plan with their bid. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to ITS.

  ITS will review the submitted MWBE Utilization Plan and advise the Bidder of ITS acceptance or issue a notice of deficiency within 30 days of receipt.

- If a notice of deficiency is issued, the Bidder will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to Mr. Ed Snyder, Chief Procurement Diversity Officer, NYS Office of Information and Technology Services, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by ITS to be inadequate, ITS 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. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid.

ITS may disqualify a Bidder as being non-responsive under the following circumstances:

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

The Contractor will be required to 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 ITS, but must be made no later than prior to the submission of a request for final payment on the Contract.

The Contractor will be required to submit a Contractor's Quarterly M/WBE Contractor Compliance & Payment Report to the ITS, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

Equal Employment Opportunity Requirements

By submission of a bid in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A – Standard Clauses for All New York State Contracts 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, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The Bidder will be required to submit a Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement,(located in Attachment N) to ITS with their bid.

To ensure compliance with this Section, the Bidder will be required to submit with the bid an Equal Employment Opportunity Staffing Plan Form #EEO100 (located in Attachment N) identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit an Equal Employment Opportunity Workforce Employment Utilization Compliance Report identifying the workforce actually utilized on the Contract, if known, through the New York State Contract System; provided, however, that a Bidder may arrange to provide such report via a non-electronic method by contacting ITS.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), 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, 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.

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.

Over the course of the resulting contract, the successful proposer will be required to complete the following forms: (1) EEO 101, Workforce Employment Utilization/Diversity Compliance Report (located in Attachment N) (2) MWBE 102, Quarterly MWBE Compliance Report (located in Attachment N).

1.33 ETHICS COMPLIANCE

Contractor, its officers, employees, agents and subcontractors (if any) shall comply with the requirements of Public Officers Law § 73 and § 74, and other State codes, rules and regulations establishing ethical standards for the conduct of business with New York State. Failure to comply with these provisions may result in termination of the Contract and/or other civil or criminal proceedings as required by law.

1.34 MOST FAVORABLE TERMS

Contractor agrees that all fees, pricing, terms, and warranties provided by the Contractor under the Contract are substantially similar to the best equivalent terms being offered by the Contractor to any entity similarly situated. If during the term of the Contract, the Contractor enters into an arrangement with any similarly situated entity, Contractor hereby agrees to amend the Contract to provide the same to ITS.

1.35 TRANSFER OF CONTRACT

ITS may transfer/assign the Contract to another State Agency or entity at its sole discretion by informing Contractor in writing of such a transfer. Contractor shall execute any documents required to accomplish the transfer/assignment of the Contract. Contractor shall comply with any instructions from ITS to accomplish the transfer/assignment of the Contract at no additional cost to the State.

1.36 SUBCONTRACTORS

Contractor may not subcontract the services procured under this Contract without ITS' prior written approval. ITS reserves the right to reject any proposed Subcontractor or supplier if it determines that the company is not qualified or is not responsible. All such subcontracting relationships between the Contractor and its subcontractors to perform Services must be memorialized by written agreement.

Contractor shall include in all agreements with its subcontractors, in such a manner that they will be binding upon each subcontractor with respect to work performed in connection with the Contract, provisions specifying:

- That the work performed by the subcontractor must be in accordance with the terms and conditions of this Contract
- That nothing contained in such subcontract shall impair the rights of ITS or the State
- That nothing contained in the subcontract shall create any contractual relationship between the subcontractor and ITS or the State
- That the State and ITS shall have the same authority to audit the records of all subcontractors as it does those of the Contractor
- That subcontractor shall cooperate with any investigation, audit, litigation or other inquiry related to the Procurement or the resulting Contract

1.37 WAIVER

No term or provision of the Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No consent by a Party to, or waiver of, a breach under the Contract shall constitute consent to, a waiver of, or excuse

for any other, different or subsequent breach. The rights, duties and remedies set forth in the Contract shall be in addition to, and not in limitation of, rights and obligations otherwise available at law or equity.

1.38 ACCESSIBILITY

Any web-based information and applications development, or programming delivered pursuant to the Contract 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 [State Agency name, Contractor or other] 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.

1.39 FEDERAL FUNDING

Contractor agrees to comply with any Federal funding requirements that may be related to this Contract.

1.40 COMPLIANCE WITH NYS INFORMATION SECURITY POLICIES AND STANDARDS

Contractor warrants, covenants, and represents that it shall comply fully with all security procedures and policies of the State including but not limited to:

- Acceptable Use of Information Technology Resources Policy
- Information Security Policy
- Security Logging Standard
- Information Security Risk Management Standard
- Information Security Controls Standard
- Sanitization/Secure Disposal Standard
- Mobile Device Security Standard
- Remote Access Standard

ITS Security Policies and Standards may be found at
http://www.its.ny.gov/tables/technologypolicyindex.htm/security

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.

Contractor agrees that all data provided by NYS or accessed by Contractor under the terms of the engagement shall be used expressly and solely for the authorized purposes set forth in the Contract. Data shall not be distributed, used, repurposed or shared across other applications, environments, or business units of the Contractor. Contractor agrees that no NYS data of any kind shall be transmitted, exchanged or otherwise passed to other contractors, agents, subcontractors or any other interested parties, except as expressly and specifically agreed to in writing by ITS.

Contractor agrees that no NYS data will be processed on or transferred to any portable computing device or any portable storage medium, unless that device or storage medium is a necessary and approved component of the authorized business processes covered in the Contract.

1.41 SEVERABILITY

In the event that one or more of the provisions of the Contract shall for any reason be declared unenforceable by a court of competent jurisdiction under the laws or regulations in force, such provision(s) shall have no effect on the validity of the remainder of the Contract, which shall then be construed as if such unenforceable provision(s) was never contained in the Contract.

1.42 PIGGYBACKING

Contractor acknowledges and agrees that, pursuant to State Finance Law § 163(10)(e), the New York State Office of General Services may authorize and approve purchases from contracts let by Contractor to other New York State agencies, the United States Government or any other state, with the concurrence of the Office of the State Comptroller and under appropriate circumstances.

1.43 NOTIFICATION OF AWARD AND OPPORTUNITY FOR DEBRIEFING

The tentative awardee will be advised of selection by ITS through the issuance of a formal written correspondence indicating a proposed award. All Bidders will be notified of the selection or rejection of their bids. Once an award has been made, Bidders may submit a written request for a debriefing as to why their bid did not result in an award. The written request must be received by the ITS Sole Designated Contact identified on the cover page of this RFP no later than ten (10) business days from the date of the award announcement. The purpose of the debriefing is to provide information to each Bidder about the scoring and evaluation of the requesting Bidder's Bid. ITS will not provide Bidders with information about another Bidder's Bid. This is also an opportunity for a Bidder to learn how to improve future bids.

1.44 ITS BID PROTEST POLICY

The State of New York strives to assure a fair, open and competitive process to all vendors qualified to respond to this Procurement. In the event that any vendor has a complaint or objection to the RFP requirements, the procurement process or any matter affecting the submission of a vendor's Bid, the vendor is encouraged to informally contact the ITS Sole Designated Contact for this procurement, listed on the cover page of this RFP, immediately to resolve the matter.

If the vendor believes that the objection affects the outcome or nature of the proposed award for this Procurement, the vendor must follow the procedures for timely filing a formal protest set forth in Section 4 of the ITS Bid Protest Policy. Prior to Contract award, protests which may affect the outcome or nature of the award may only be considered by the State in the context of a formal written protest filed in accordance with the procedure located in Attachment T.

1.45 STATE'S RESERVED RIGHTS

ITS reserves the right to:

a) Withdraw the RFP at any time, at the Agency's sole discretion;

b) Modify the requirements of the RFP, eliminate requirements, whether material, mandatory or not, if deemed to be in the State's best interests, amend the RFP requirements to correct errors or oversights, supply additional requirements as it becomes available, and direct Bidders to submit bid modifications addressing such RFP amendments;

c) Reject any and all bids received in response to the RFP;

d) Change any of the scheduled dates;

e) Make an award under the RFP in whole or in part;

f) Disqualify any Bidder whose conduct and/or bid fails to conform to the requirements of the RFP;

g) Seek clarifications and revisions of bids including correction of mathematical or other errors for the purpose of assuring a full and complete understanding of a Bidder's bid and/or to determine a Bidder's compliance with the requirements of the solicitation;
h) Utilize any and all ideas submitted in the bids received, as permitted by law;
i) Use all bid information obtained through site visits, management interviews and any clarifying material or information submitted by the Bidder to evaluate bids;
j) Negotiate additional terms and conditions in any resulting Contract that are to the State's advantage, within the scope of the RFP;
k) Conduct contract negotiations with the next responsible Bidder should the Agency be unsuccessful in negotiating with the first tentative awardee;
l) Waive minor irregularities and/or omissions in Bids if in the best interest of the State;
m) In its sole discretion, accept or reject illegible, incomplete, or vague bids; and
n) Establish evaluation criteria, evaluate bids and award contracts on the basis of these criteria.

1.46 BID LIABILITY AND LATE SUBMISSIONS

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 Bid or for any work performed prior to the formal execution of a Contract. Bids must be received by ITS on or before the date and time indicated in Section 6 RFP Calendar. LATE BIDS SHALL BE REJECTED. The received time of Bids will be determined by ITS by consulting the United States Official Time Clock at http://time.gov/HTML5/. NO CONSIDERATION WILL BE GIVEN TO BIDS RECEIVED AFTER THE STATED DATE AND TIME.

1.47 BID VALIDITY

Bids must remain open and valid for at least 180 days from the bid opening date, unless the time for awarding the Contract is extended by mutual consent of ITS and the Bidder. A Bid shall continue to remain an effective offer, firm and irrevocable, subsequent to such 180-day period until ITS makes a tentative award of the Contract or the Bidder withdraws the Bid in writing.

1.48 BID RESULT NOTIFICATIONS

Bidders will be notified, in writing, of their selection or non-selection.

1.49 EXTRANEOUS TERMS AND CONDITIONS

Bids must conform to the terms set forth in the Solicitation. 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. Extraneous terms 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.

Each proposed extraneous term must be specifically enumerated in writing using the template provided as Attachment P, and specify the particular RFP section that Bidder proposes to modify the reasons why.

No extraneous term shall be incorporated into the Contract unless expressly accepted by ITS in writing. Acceptance and/or processing of a Bid shall not constitute acceptance of extraneous terms. Extraneous terms must meet all the following requirements to be considered as having been validly submitted as part of a Bid.

ITS will not entertain any exceptions to Appendix A - Standard Clauses for New York State Contracts.

Should ITS and a tentative awardee be unable to reach agreement as to the terms of the Contract within a reasonable time, as determined by ITS, ITS may withdraw the award, at its option, and proceed to the next highest bidder.

1.50 ACCURACY OF BIDS

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 review their bids carefully prior to bid submittal, as requests for bid withdrawals of any type are not likely to be granted. All exceptions and deviations must be noted in bids and no adjustments may be made after award is issued. If a Bidder submits its bid ahead of the submission deadline, it may submit an amended Bid any time prior to the Bid Submission Due Date indicated in Key Events/Dates.

1.51 PRIME BIDDERS, SUB CONTRACTORS AND CONTRACTOR OBLIGATIONS

Bidders may submit proposals that include subcontractors. Upon award, the Prime Bidder shall be the Contractor for this engagement. The Contractor is responsible for meeting all Contract obligations set forth in the solicitation and Contract, including all Appendices, Attachments, and any subsequent amendments mutually agreed to in writing between the parties. All subcontractors proposed by the Bidder must be identified in the proposal and must be acceptable to ITS. The Bidder as Prime Contractor remains the single point of contact for ITS. ITS will contract with only the Prime Contractor. Where applicable, in the specific subcontractor proposed to perform the Prime Contractor's obligation must be identified in the Bidder's proposal, but such identification does not relieve the Prime Contractor of any responsibility for performance under the contract with ITS.

ITS may require Contractor to execute contracts with all subcontractors identified in its proposal prior to Contract start of services, and may withhold or withdraw approval of the proposed award in the event that such agreements have not been entered into. If ITS so requires, Contractor shall furnish a written copy of all subcontracts, and subsequent amendments thereto, to the State and/or certify the completeness of all executed subcontracts or third-party agreements which support the Contractor's ability to furnish the products and services for this engagement, at ITS' option. Any waiver of Contractor's failure to furnish information as required in this paragraph shall not be deemed a waiver of any subsequent breach resulting from Contractor's failure to furnish information under this paragraph.

1.52 STATE FINANCE LAW SECTION 139-I REQUIREMENT FOR CONTRACTS OF $1,000,000 OR MORE

It is the policy of ITS to promote the participation by New York state business enterprises and residents in procurement contracts estimated to be $1,000,000 or more in compliance with State Finance Law § 139-i. After the Contract is awarded, for procurement contracts in the amount of $1,000,000 or more, Contractor will be required to notify New York State business enterprises and residents of subcontracting and employment opportunities in compliance with New York State Finance Law Section 139-i. Contractor must document its efforts by showing that it has (i) solicited bids in a timely and adequate manner from New York State Business Enterprises including certified minority and women-owned businesses, (ii) contacted the New York State Department of Economic Development to obtain listings of New York State Business Enterprises, (iii) placed notices for subcontractors and suppliers in newspapers, journals or other trade publications distributed in New York State, or (iv) participated in Bidder outreach conferences. If the Contractor determines that New York State Business Enterprises are not available to participate on the contract as subcontractors or suppliers, the Contractor shall provide a statement indicating the method by which such determination was made. If the Contractor does not intend to use subcontractors, the Contractor shall provide a statement verifying such. Contractor shall also provide notification to New York state residents of employment opportunities through listing any such positions with the community services division, or providing for such notification in such manner as is consistent with existing collective bargaining contracts or agreements.

Bidders located in a foreign country are notified that the State may assign or otherwise transfer offset credits created by any procurement contract of $1,000,000 or more, directly or indirectly, to third parties located in New York State, and that Bidders shall be obligated to cooperate with the State in any and all respects in making such assignment or transfer, including, but not limited to, executing any and all documents deemed by the State to be necessary or desirable to effectuate such assignment or transfer, and using their best efforts to obtain the recognition and accession to such assignment or transfer by any applicable foreign government.

1.53 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 the procuring agency and bidders during the procurement process. Bidders are restricted from making contact, from the earliest notice of intent to solicit offers/bids through final award and approval of the procurement contract by ITS 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). 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 shall be 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.

1.54 NEW YORK STATE VENDOR FILE REGISTRATION

Prior to being awarded a contract, the contractor 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 Contractor for use 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. For more information on the Vendor File please visit the following website: http://www.osc.state.ny.us/vendor_management/.

1.55 NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT BUSINESS ENTITY

The State conducts a review of prospective contractors ("Bidders") and Subcontractors with anticipated expenditures at $100K or more to provide reasonable assurances that the Bidder is responsive and responsible. A For-Profit Business Entity Questionnaire (hereinafter "Questionnaire") is used for non-construction contracts and is designed to provide information to assess a Bidder's responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a bid, Bidder agrees to fully and accurately complete the Questionnaire. The Bidder acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Bidder is responsible and that the State will be relying upon the Bidder's responses to the Questionnaire, in addition to all other information the State may obtain from other sources, when making its responsibility determination.

The State 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. 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.

1.56 USE OF SERVICE-DISABLED VETERAN-OWNED BUSINESS ENTERPRISES IN CONTRACT PERFORMANCE

Article 17-B of the Executive Law enacted in 2014 acknowledges that Service-Disabled Veteran-Owned Businesses (SDVOBs) strongly contribute to the economies of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. SDVOBs can be readily identified on the directory of certified businesses at: http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf
Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged to the maximum extent practical and consistent with legal requirements of the State Finance Law and the Executive Law to use responsible and responsive SDVOBs in purchasing and utilizing commodities, services and technology that are of equal quality and functionality to those that may be obtained from non-SDVOBs. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women owned businesses consistent with current State law. Utilizing SDVOBs in State contracts will help create more private sector jobs, rebuild New York State's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its SDVOB partners. SDVOBs will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated public procurements. Public procurements can drive and improve the State's economic engine through promotion of the use of SDVOBs by its contractors. The State, therefore, expects bidders/proposers to provide maximum assistance to SDVOBs in their contract performance. The potential participation by all kinds of SDVOBs will deliver great value to the State and its taxpayers.

1.57 EMPLOYEE INFORMATION REQUIRED TO BE REPORTED FOR 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 is June 19, 2006. The requirements will apply to covered Contracts awarded on and after such date.

To meet these new 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 as part of its bid response.

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

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 the Office of the State Comptroller's Bulletin G-226 regarding the Contractor Consultant Law requirements and report Forms A and B at http://osc.state.ny.us/agencies/guide/MyWebHelp/

INSTRUCTIONS FOR COMPLETING FORM A AND B:
Form A and Form B should be completed for Contracts for consulting services in accordance with OSC's policy and the following:

Form A - Contractor's Planned Employment Form (available from and submitted to the using Agency, if necessary.)

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.)

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.

Offerer's Affirmation of Understanding of and Agreement pursuant to New York State Finance Law §139-j (3) and §139-j (6) (b)

New York State Finance Law §139-j(6)(b) provides that:

> Every Governmental Entity shall seek written affirmations from all Offerers as to the Offerer's understanding of and agreement to comply with the Governmental Entity's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three of this section.

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible contacts as required by New York State Finance Law §139-j (3) and §139-j (6) (b).

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

_____

_____

Offerer Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Instructions:

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Governmental Entity conducting the Governmental Procurement.

Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:
_____

Address: _____
_____

Name and Title of Person Submitting this Form: _____
_____

Contract Procurement Number: _____

Date:_____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):
No Yes
If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):
No Yes
3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____
_____
_____
_____
_____
_____
_____
_____
(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

_____
_____
_____
_____
_____
_____
_____

(Add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By:_____ Date:_____

Signature

Offerer's Certification of Compliance with State Finance Law §139-k(5)

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Offerer that all information provided to the Office of General Services with respect to State Finance Law §139-k is complete, true and accurate.

Offerer Certification:

I certify that all information provided to the Office of General Services with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date:_____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

_____ _____

Procurement Lobbying Termination

The Office of General Services reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Office of General Services may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Section 165 of the State Finance Law, the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either (answer yes or no to one or both of the following, as applicable):

1. have business operations in Northern Ireland No ☐ Yes ☐, and if yes:
2. shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of compliance with such principles. No ☐ Yes ☐

NON-COLLUSIVE BIDDING CERTIFICATION

In accordance with Section 139-d of the State Finance Law, by submitting its bid each bidder and each person signing on behalf of any other bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor.
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

In the event that the Bidder is unable to certify as stated above, the Bidder shall provide a signed statement which sets forth in detail the reasons why the Bidder is unable to furnish the certificate as required in accordance with State Finance law §139-d(1)(b).

DIESEL EMISSION REDUCTION ACT

Pursuant to N.Y. Environmental Conservation Law §19-0323 (“the Law”) it is a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology (“BART”) and ultra-low sulfur diesel fuel (“ULSD”). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART. The Law may be applicable to vehicles used by contract vendors “on behalf of” State agencies and public authorities and require certain reports from contract vendors. All heavy duty diesel vehicles must have BART by December 31, 2015 (unless further extended by Law). The Law also provides a list of exempted vehicles. Regulations set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The Bidder hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19-0323, to be used under this contract, will comply with the specifications and provisions of NYECL §19-0323, and 6 NYCRR Parts 248 and 249.

SMALL BUSINESS CERTIFICATION

State Finance Law Section 160(8) provides that:

8. "Small business concern" or "small business" means a ;business which is resident in this state, independently owned and operated, not dominant in its field and employs one hundred or less persons.

On behalf of _____, I affirm that the company
(Name of Company)

Is compliant with the definition of "small business concern" or "small business" as set forth in State Finance Law Section 160(8).

By: _____ **Name** _____
(Signature) ***(Print)***

Title: _____ **Date:** _____

By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this Attachment E and that all information provided is complete, true and accurate.

Legal Business Name of Company Bidding:	
D/B/A - Doing Business As (if applicable):	
Bidder's Signature: Title:	Printed or Typed Name: Date: Click here to enter a date.

RETURN THIS PAGE AS PART OF RFP RESPONSE

ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE

New York State businesses have a substantial presence in State Contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, Bidders for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the Contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders need to be aware that all authorized users of this Contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, Bidders are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State Law.

Utilizing New York State businesses in State Contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the Contractor and its New York State business partners. New York State businesses will promote the Contractor's optimal performance under the Contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its Contractors. The State therefore expects Bidders to provide maximum assistance to New York business in their use of the Contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Bidders can demonstrate their commitment to the use of New York State businesses by responding to the question below:

1. Will New York State Businesses be used in the performance of this contract?

   No ☐ Yes ☐

   If yes, identify New York State Business(es) that will be used (Attach identifying information).

Use this form to address Section 10 - Minimum Bidder Qualifications (Pass/Fail)

Bidder Name:

Qualification 1 Bidder must be registered with the NYS Department of State as an entity authorized to conduct business in the State of New York.	
The Bidder certifies that it has an office in the United States and is registered to conduct business in the State of New York.	☐ **Yes** ☐ **No***

*** A "No" Response to any of the minimum qualifications will result in disqualification**

Below, describe in detail how the Bidder meets Minimum Bidder Qualifications listed below using the specified software/technology. Please provide **clear and accurate descriptions of the Bidder's experience for each Minimum Qualification.** ITS will not interpret omissions and vagueness in the bidder's favor. Type to expand response areas on form or attach additional sheets, as necessary.

Qualification 2: The Proposer must be able to cite at least three (3) previous public sector projects, from within the past five years, which must be fully complete (i.e., in the warranty period or later), where the Proposer successfully implemented a new information system for a Federal, State and/or Local government that included the following: • Process transformation • Case management system • Migration of a legacy system to an n-Tier system, • External agency system interfaces, and • Use of Oracle-Siebel	
Project 1 Name:	
Dates (month/year) of Experience (including date the project was completed):	
Client Name(s):	
Project(s) Description (to include scope):	
Indicate whether each of these five areas were addressed by this project (Yes/No): • **Process transformation** • **Case management system** • **Migration of a legacy system to an n-Tier system,** • **External agency system interfaces, and** • **Use of Oracle-Siebel**	
Project 2 Name:	

RETURN THIS PAGE AS PART OF RFP RESPONSE

Dates (month/year) of Experience (including date the project was completed):	
Client Name(s):	
Project(s) Description (to include scope):	
Indicate whether each of these five areas were addressed by this project (Yes/No): • **Process transformation** • **Case management system** • **Migration of a legacy system to an n-Tier system,** • **External agency system interfaces, and** • **Use of Oracle-Siebel**	
Project 3 Name:	
Dates (month/year) of Experience (including date the project was completed):	
Client Name(s):	
Project(s) Description (to include scope):	
Indicate whether each of these five areas were addressed by this project (Yes/No): • **Process transformation** • **Case management system** • **Migration of a legacy system to an n-Tier system,** • **External agency system interfaces, and** • **Use of Oracle-Siebel**	

RETURN THIS PAGE AS PART OF RFP RESPONSE

Name ONE consultant for the position of Engagement Manager from Section 12. Using the chart below, describe in detail how the consultant meets or exceeds the Desired Specifications (on what projects/systems/software/etc.). Please provide clear and accurate descriptions of the consultant's experience for each Desired Specification. Type to expand response areas on the form. Insert additional sections as needed to meet or exceed the desired specifications. Responses to this Attachment will be scored.

NOTE: Do not submit résumés. All supporting information related to section 12 must be included on this attachment.

Bidder Name:

Engagement Manager (Section 12)	
Proposed Consultant:	
Desired Specification A: Five (5) years of experience or better in leading major consulting engagements	
Dates (month/year) of Proposed Consultant Experience:	
Client Name(s):	
Project(s) Name and Description (to include scope):	
Description of Consultant's roles and responsibilities related to leading major consulting engagements:	
Desired Specification B: Seven (7) years of relevant professional experience or better with work similar in scope to this RFP.	
Dates (month/year) of Experience:	
Client Name(s):	
Project(s) Name and Description (to include scope):	
Description of Consultant's professional experience with work similar in scope to that outlined in the Scope section of the RFP:	
Desired Specification C: Public sector experience	
Dates (month/year) of Experience:	
Client Name(s):	
Project(s) Name and Description (to include scope):	
Description of Consultant's roles and responsibilities on public sector projects:	

Desired Specification D: Experience leading major consulting engagements across multiple geographic locations	
Dates (month/year) of Experience:	
Client Name(s):	
Project(s) Name and Description (to include scope):	
Description of Consultant's roles and responsibilities on consulting engagements across multiple geographic locations	
Educational Qualifications:	
Other Certifications:	

CERTIFICATION: I hereby certify that: (i) all statements made on this form are true and complete, to the best of my knowledge, including the verification of any experience; (ii) to the best of my knowledge, the consultant will be available for the duration of the engagement.

Authorized Signature: _____

Typed or Printed Name: Date: Click here to enter a date.

Name ONE consultant for the position of Project Manager from section 12. Using the chart below, describe in detail how the consultant meets or exceeds the Desired Specifications (on what projects/systems/software/etc.). Please provide clear and accurate descriptions of the consultant's experience for each Desired Specification. Type to expand response areas on the form. Insert additional sections as needed to meet or exceed the desired specifications. Responses to this Attachment will be scored.

NOTE: Do not submit résumés. All supporting information related to section 12 must be included on this attachment.

Bidder Name:

Project Manager (Section 12)	
Proposed Consultant:	
Desired Specification: Five (5) years of experience or better in project management	
Dates (month/year) of Experience:	
Client Name(s):	
Project(s) Name and Description (to include scope):	
Description of Consultant's roles and responsibilities related to project management:	
Desired Specification B: Seven (7) years of relevant professional experience or better with work similar in scope to that outlined in the Scope section of the RFP.	
Dates (month/year) of Experience:	
Client Name(s):	
Project(s) Name and Description (to include scope):	
Description of Consultant's professional experience with work similar in scope to that outlined in the Scope section of the RFP:	
Desired Specification C: Public sector experience	
Dates (month/year) of Experience:	
Company Name(s):	
Project(s) Name and Description (to include scope):	
Description of Consultant's roles and responsibilities on public sector projects:	
Desired Specification D: Experience managing projects across multiple geographic locations	

Dates (month/year) of Experience:	
Client Name(s):	
Project(s) Name and Description (to include scope):	
Description of Consultant's roles and responsibilities on consulting engagements across multiple geographic locations	
Desired Specification E: Project Management Professional (PMP) certification	
Date originally granted PMP:	
PMP Expiration Date:	
PMP Number:	
Educational Qualifications:	
Other Certifications:	

CERTIFICATION: I hereby certify that: (i) all statements made on this form are true and complete, to the best of my knowledge, including the verification of any experience; (ii) to the best of my knowledge, the consultant will be available for the duration of the engagement.

Authorized Signature: _____

Typed or Printed Name: Date: Click here to enter a date.

Name ONE consultant for the position of Technical Lead from section 12.

Using the chart below, describe in detail how the consultant meets or exceeds the Desired Specifications (on what projects/systems/software/etc.). Please provide clear and accurate descriptions of the consultant's experience for each Desired Specification. Type to expand response areas on the form. Insert additional sections as needed to meet or exceed the desired specifications. Responses to this Attachment will be scored.

NOTE: Do not submit résumés. All supporting information related to section 12 must be included on this attachment.

Bidder Name:

Technical Lead (Section 12)	
Proposed Consultant:	
Desired Specification A: Three (3) years of experience or better in a technical lead role using Oracle-Siebel platform 8.*	
Dates (month/year) of Experience:	
Client Name(s):	
Project(s) Name and Description (to include scope and specific version of Oracle-Siebel):	
Description of Consultant's roles and responsibilities related to being in a technical lead role on an Oracle-Siebel project(s):	
Desired Specification B: Seven (7) years of relevant professional experience or better with work similar in scope to that outlined in the Scope section of the RFP.	
Dates (month/year) of Experience:	
Client Name(s):	
Project(s) Name and Description (to include scope):	
Description of Consultant's professional experience with work similar in scope to that outlined in the Scope section of the RFP:	
Desired Specification C: Experience leading projects across multiple geographic locations	
Dates (month/year) of Experience:	
Client Name(s):	
Project(s) Name and Description (to include scope):	

Description of Consultant's roles and responsibilities on consulting engagements across multiple geographic locations	
Desired Specification D: Three (3) years of experience or better on a modernization project, that included replacing an internal system with one that would be directly accessed by external users/stakeholders and supported the transition to the new solution.	
Dates (month/year) of Experience:	
Client Name(s):	
Project(s) Name and Description (to include scope):	
Description of Consultant's roles and responsibilities on project(s) related to replacing an internal system with one that would be directly accessed by external users/stakeholders and supported the transition to the new solution	
Desired Specification E: Three (3) years of experience or better in solution assessment, transition and sequence planning, security planning, system integration, information architecture, or business process engineering to build or re-architect an enterprise-level solution.	
Dates (month/year) of Experience:	
Client Name(s):	
Project(s) Name and Description (to include scope):	
Description of Consultant's roles and responsibilities on project(s) related to solution assessment, transition and sequence planning, security planning, system integration, information architecture, or business process engineering to build or re-architect an enterprise-level solution:	
Educational Qualifications:	
Other Certifications:	

CERTIFICATION: I hereby certify that: (i) all statements made on this form are true and complete, to the best of my knowledge, including the verification of any experience; (ii) to the best of my knowledge, the consultant will be available for the duration of the engagement.

Authorized Signature: _____

Typed or Printed Name: Date: Click here to enter a date.

Name ONE consultant for the position of Business Analysis Lead from section 12. Using the chart below, describe in detail how the consultant meets or exceeds the Desired Specifications (on what projects/systems/software/etc.). Please provide clear and accurate descriptions of the consultant's experience for each Desired Specification. Type to expand response areas on the form. Insert additional sections as needed to meet or exceed the desired specifications. Responses to this Attachment will be scored.

NOTE: Do not submit résumés. All supporting information related to section 12 must be included on this attachment.

Bidder Name:

Business Analysis Lead (Section 12)	
Proposed Consultant:	
Desired Specification A: Three (3) years of experience or better integrating business rules and developing systems using Oracle Policy Automation (OPA), including deployment, testing, automation hub, modeling, and debugging.	
Dates (month/year) of Experience:	
Client Name(s):	
Project(s) Name and Description (to include scope):	
Description of Consultant's roles and responsibilities related to integrating business rules and developing systems using OPA, including deployment, testing, automation hub, modeling and debugging:	
Desired Specification B: Three (3) years or better on a modernization project that included replacing an internal system with one that would be directly accessed by external users/stakeholders, revise business process and workflow, and supported the transition to the new solution.	
Dates (month/year) of Experience:	
Client Name(s):	
Project(s) Name and Description (to include scope):	
Description of Consultant's roles and responsibilities related to serving on a modernization project that included replacing an internal system with one that would be directly accessed by external users/stakeholders, revise business process and workflow, and supported the transition to the new solution:	

Desired Specification C: Three (3) years of experience or better facilitating, managing, and tracing requirements from a diverse set of stakeholders, including external organizations, regulators, and/or general public.	
Dates (month/year) of Experience:	
Client Name(s):	
Project(s) Name and Description (to include scope)::	
Description of Consultant's roles and responsibilities related to experience or better facilitating, managing, and tracing requirements from a diverse set of stakeholders, including external organizations, regulators, and/or general public:	
Desired Specification D: Public sector experience	
Dates (month/year) of Experience:	
Client Name(s):	
Project(s) Name and Description (to include scope)::	
Description of Consultant's roles and responsibilities on public sector projects:	
Desired Specification E: Experience leading business analysis efforts across multiple geographic locations	
Dates (month/year) of Experience:	
Client Name(s):	
Project(s) Name and Description (to include scope):	
Description of Consultant's roles and responsibilities on consulting engagements across multiple geographic locations	
Educational Qualifications:	
Other Certifications:	

CERTIFICATION: I hereby certify that: (i) all statements made on this form are true and complete, to the best of my knowledge, including the verification of any experience; (ii) to the best of my knowledge, the consultant will be available for the duration of the engagement.

Authorized Signature: _____

Typed or Printed Name: Date: Click here to enter a date.

Name ONE consultant for the position of Technical Lead from section 12.

Using the chart below, describe in detail how the consultant meets or exceeds the Desired Specifications (on what projects/systems/software/etc.). Please provide clear and accurate descriptions of the consultant's experience for each Desired Specification. Type to expand response areas on the form. Insert additional sections as needed to meet or exceed the desired specifications. Responses to this Attachment will be scored.

NOTE: Do not submit résumés. All supporting information related to section 12 must be included on this attachment.

Bidder Name:

Lead Developer (Section 12)	
Proposed Consultant:	
Desired Specification A: Three (3) years of experience or better in a lead developer role using Oracle-Siebel platform 8.*	
Dates (month/year) of Experience:	
Client Name(s):	
Project(s) Name and Description (to include scope and specific version of Oracle-Siebel):	
Description of Consultant's roles and responsibilities related to being in a lead developer role on an Oracle-Siebel project(s):	
Desired Specification B: Seven (7) years of relevant professional experience or better with work similar in scope to that outlined in the Scope section of the RFP.	
Dates (month/year) of Experience:	
Client Name(s):	
Project(s) Name and Description (to include scope):	
Description of Consultant's professional experience with work similar in scope to that outlined in the Scope section of the RFP:	
Desired Specification C: Experience leading projects across multiple geographic locations	
Dates (month/year) of Experience:	
Client Name(s):	
Project(s) Name and Description (to include scope):	

Description of Consultant's roles and responsibilities on consulting engagements across multiple geographic locations	
Desired Specification D: Three (3) years of experience or better on a modernization project, that included replacing an internal system with one that would be directly accessed by external users/stakeholders and supported the transition to the new solution	
Dates (month/year) of Experience:	
Client Name(s):	
Project(s) Name and Description (to include scope):	
Description of Consultant's roles and responsibilities on project(s) related to replacing an internal system with one that would be directly accessed by external users/stakeholders and supported the transition to the new solution	
Educational Qualifications:	
Other Certifications:	

CERTIFICATION: I hereby certify that: (i) all statements made on this form are true and complete, to the best of my knowledge, including the verification of any experience; (ii) the best of my knowledge, the consultant will be available for the duration of the engagement.

Authorized Signature: _____

Typed or Printed Name: Date: Click here to enter a date.

Name ONE consultant for the position of Trainer from section 12.

Using the chart below, describe in detail how the consultant meets or exceeds the Desired Specifications (on what projects/systems/software/etc.). Please provide clear and accurate descriptions of the consultant's experience for each Desired Specification. Type to expand response areas on the form. Insert additional sections as needed to meet or exceed the desired specifications. Responses to this Attachment will be scored.

NOTE: Do not submit résumés. All supporting information related to section 12 must be included on this attachment.

Bidder Name:

Trainer (Section 12)	
Proposed Consultant:	
Desired Specification A: Three (3) years of experience or better in leading training efforts	
Dates (month/year) of Experience:	
Client Name(s):	
Project(s) Name and Description (to include scope):	
Description of Consultant's roles and responsibilities on the project(s) related to leading training efforts:	
Desired Specification B: Seven (7) years of relevant professional experience or better. That experience must include work similar in scope to that outlined in the Scope of Services section.	
Dates (month/year) of Experience:	
Client Name(s):	
Project(s) Name and Description (to include scope): **Description of Consultant's roles and responsibilities on the project(s) related to this requirement:**	
Description of Consultant's professional experience with work similar in scope to that outlined in the Scope section of the RFP:	
Desired Specification C: Public sector experience	
Dates (month/year) of Experience:	
Client Name(s):	
Project(s) Name and Description (to include scope):	
Description of Consultant's roles and responsibilities on public sector projects:	

Educational Qualifications:	
Other Certifications:	

CERTIFICATION: I hereby certify that: (i) all statements made on this form are true and complete, to the best of my knowledge, including the verification of any experience; (ii) to the best of my knowledge, the consultant will be available for the duration of the engagement.

Authorized Signature: _____

Typed or Printed Name: Date: Click here to enter a date.

Name ONE consultant for the position of Experience Design Lead from section 12. Using the chart below, describe in detail how the consultant meets or exceeds the Desired Specifications (on what projects/systems/software/etc.). Please provide clear and accurate descriptions of the consultant's experience for each Desired Specification. Type to expand response areas on the form. Insert additional sections as needed to meet or exceed the desired specifications. Responses to this Attachment will be scored.

NOTE: Do not submit résumés. All supporting information related to section 12 must be included on this attachment.

Bidder Name:

Experience Design Lead (Section 12)	
Proposed Consultant:	
Desired Specification A: Three (3) years of experience or better in an experience design lead role using user centric experience design methods and methodologies	
Dates (month/year) of Experience:	
Client Name(s):	
Project(s) Name and Description:	
Description of Consultant's roles and responsibilities in an experience design lead role using user centric experience design methods and methodologies:	
Desired Specification B: Five (5) years of relevant professional experience or better with work similar in scope to that outlined in the Scope section of the RFP.	
Dates (month/year) of Experience:	
Client Name(s):	
Project(s) Name and Description:	
Description of Consultant's professional experience with work similar in scope to that outlined in the Scope section of the RFP:	
Desired Specification C: Experience leading projects across multiple geographic locations	
Dates (month/year) of Experience:	
Client Name(s):	
Project(s) Name and Description:	
Description of Consultant's roles and responsibilities on consulting engagements across multiple geographic locations	

Desired Specification D: Three (3) years of experience or better actively practicing user-centric design methods and methodologies including but not limited to journey mapping, persona creation, user testing, usability testing, wire-framing, prototyping, and information architecture to build or re-architect an enterprise-level solution.	
Dates (month/year) of Experience:	
Client Name(s):	
Project(s) Name and Description:	
Description of Consultant's roles and responsibilities actively practicing user-centric design methods and methodologies including but not limited to journey mapping, persona creation, user testing, usability testing, wire-framing, prototyping, and information architecture to build or re-architect an enterprise-level solution	
Educational Qualifications:	
Other Certifications:	

CERTIFICATION: I hereby certify that: (i) all statements made on this form are true and complete, to the best of my knowledge, including the verification of any experience; (ii) to the best of my knowledge, the consultant will be available for the duration of the engagement.

Authorized Signature: _____

Typed or Printed Name: Date: Click here to enter a date.

Bidder and Subcontractor Experience and Customer References

Bidders should provide project summaries reflecting Bidder's and subcontractor's experience. Each project summary is not to exceed 3 pages. Bidder **must** provide references for at least three similar projects. If subcontractors are being used, a minimum of one reference **must** be provided for each subcontractor. The Bidder should provide contact information for its client references for each of the projects described in its Technical Proposal. Type to expand the response areas on this form. Insert additional rows as necessary.

Bidder Name:

Bidder or Subcontractor Experience and Reference # 1				
Name of the Bidder or Subcontractor:				
Name of the Client Firm:				
Briefly describe the type and scope of services of the engagement (include dollar amount, role and relevance to this RFP).				
Engagement Budget:				
Engagement term:	Start Date: (Month/Year)		End Date: (Month/Year)	
Client Contact Name and Title:				
Phone Number:		Email:		
Alternate Client Contact Name and Title:				
Phone Number:		Email:		

Bidder or Subcontractor Experience and Reference # 2				
Name of the Bidder or Subcontractor:				
Name of the Client Firm:				
Briefly describe the type and scope of services of the engagement (include dollar amount, role and relevance to this RFP).				
Engagement Budget:				
Engagement term:	Start Date: (Month/Year)		End Date: (Month/Year)	
Client Contact Name and Title:				
Phone Number:		Email:		
Alternate Client Contact Name and Title:				
Phone Number:		Email:		

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Bidder or Subcontractor Experience and Reference # 3				
Name of the Bidder or Subcontractor:				
Name of the Client Firm:				
Briefly describe the type and scope of services of the engagement (include dollar amount, role and relevance to this RFP).				
Engagement Budget:				
Engagement term:	Start Date: (Month/Year)		End Date: (Month/Year)	
Client Contact Name and Title:				
Phone Number:		Email:		
Alternate Client Contact Name and Title:				
Phone Number:		Email:		

Bidder or Subcontractor Experience and Reference # 4				
Name of the Bidder or Subcontractor:				
Name of the Client Firm:				
Briefly describe the type and scope of services of the engagement (include dollar amount, role and relevance to this RFP).				
Engagement Budget:				
Engagement term:	Start Date: (Month/Year)		End Date: (Month/Year)	
Client Contact Name and Title:				
Phone Number:		Email:		
Alternate Client Contact Name and Title:				
Phone Number:		Email:		

(Add additional entries as appropriate)

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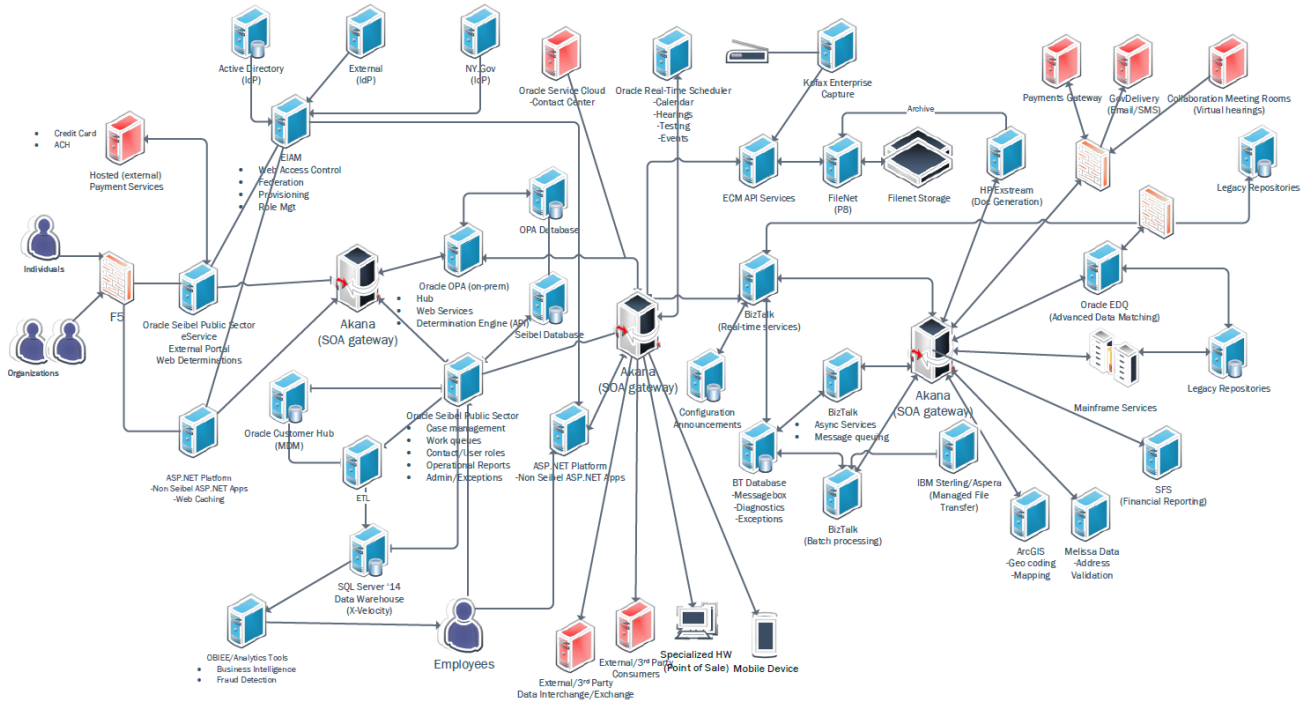
Introduction

The Office of Information Technology Services (ITS) will provide the architectural framework and platform components that will be used to build, configure, and customize the case management system for DHCR's Rent Regulation System Modernization project. The Rent Regulation System will wherever practical utilize the supported enterprise shared service platforms and components. The ITS enterprise technologies will be made available for the successful bidder to build and configure a solution that meets the business requirements for DHCR including the Tenant Protection Unit and the Office of Rent Administration. All builds and configurations will comply with NYS Information Technology Policies, Standards, and Best Practice Guidelines. These guidelines can be found on the ITS website at https://www.its.ny.gov/tables/technologypolicyindex.

Utilizing NYS enterprise shared services and components for an ITS on-premise solution will be the preferred solution, however, other products may be proposed based on potential integration advantages and/or alignment with the ITS enterprise strategic direction. Standardized ITS platform and shared services strategies include the use of Oracle Policy Automation for rule engine and interview based UI, Oracle Service Cloud and Siebel Tools for CRM and BPM, Kofax/FileNet for Scanning/ECM, HP Exstream for document generation and customer correspondence, GovDelivery for email/SMS delivery gateways, Oracle Customer HUB for MDM, NY.GOV using Oracle Identity Manager for Identity and Access Management, Akana as a SOA gateway, Biztalk for Orchestration/ESB, Oracle BI Publisher for Siebel operational reporting, OBIEE for extended reporting and analytics, Oracle EDQ for data quality, Oracle Data Integrator (ODI) for ETL data transformation, SQL2014/xVelocity for Data Warehouse, Oracle Real-Time Scheduler (ORS) for planning/scheduling services, ArcGIS for GeoCoding, Apprenda for .NET platform support, and Stealth for logging/exception management. Additionally, ITS has established platforms and services for collaborative meeting rooms (CMR), electronic payments, address verification, and ID verification to name a few. (see Figure-1 Conceptual Architecture Diagram)

Figure-1 Conceptual Architecture Design:



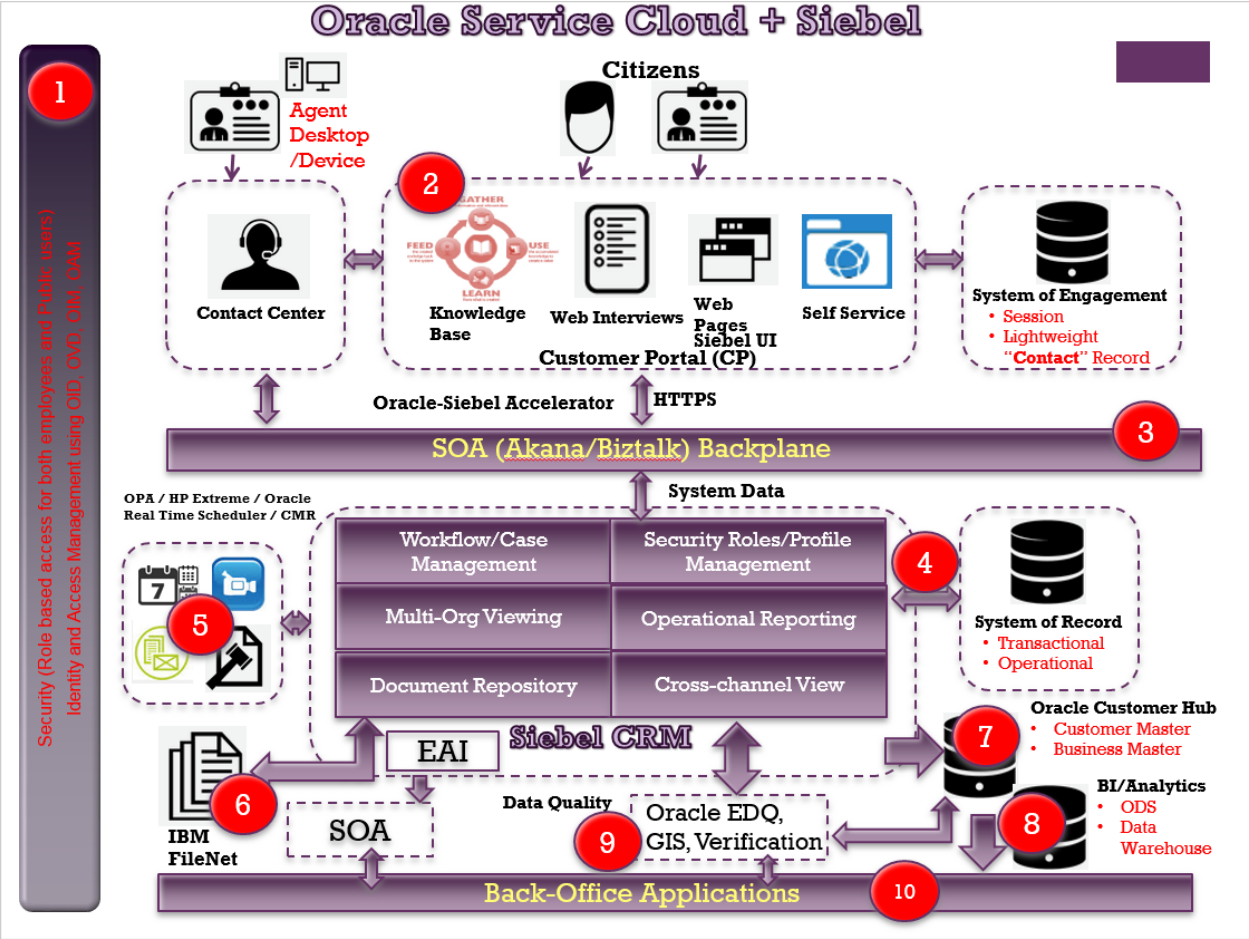
Development Roles and Responsibilities

NYS anticipates agency and Information Technology Services (ITS) resources will augment the System Integrator (SI) with business and technical SME's as well as project managers, business analysts, developers, and technical/infrastructure support. Within the established program, the SI will be expected to lead the business requirements analysis and requirements specification for the engagement under the direction of the NYS program management based upon the program organization model. The SI will jointly work with NYS ITS on the system design specifications. The SI will play a lead role in the release/configuration management of the business solutions in the Dev environment; ITS will assume primary responsibility for support in non-Development environments. The following are anticipated areas of responsibility for platforms, shared services if included in the proposed solution: (see Figure-2 anticipated functional components)

1. Identity and Access Management – NY.GOV and ADFS will be used for user authentication and integration services and support will be provided by ITS. Role based security will be at the application level to be designed and developed by the SI.
2. User Interface and Customer Experience – preferred UI for external users is OPA web determination, and Siebel UI for internal users. .Net is an option for rich/custom interfaces that do not fit in the OPA/Siebel model. NYS branding and styling of the UI will be a joint responsibility of the SI and ITS.

3. Data Integration – development of legacy system interfaces, backoffice applications, peripheral technology services, and other inter-application SOA/API services will be developed by ITS based on the project system design specifications.
4. CRM System – core CRM/OLTP system, UI, data design, workflow design and development will be responsibility of the SI.
5. Technical Capabilities and Components – add-on capabilities to extend the base solution may include the following:
    - Customer Correspondence – development and data integration of HP Exstream documents as well as the delivery of the documents to the designated output channel will be supported by ITS through services based on the project system design specifications provided by the SI.
    - Business Rule Engine – OPA determination server based policy BRE authoring will primarily be the responsibility of the SI in alignment with ITS standards.
    - Scheduling – use of the Oracle Real Time Scheduling engine is preferred over custom scheduling solutions. Design and development will be the responsibility of the SI.
    - Collaboration Meeting Rooms – CMR in alignment with ITS standards is a preferred solution for system extensions for managed videoconference meetings. CMR development will be primarily supported but the SI.
    - Payment Gateway – integration development with HPP payment gateways will be supported by the SI using design patterns and merchant provider contracts established by ITS.
    - Other Capabilities –ITS may prefer to substitute equivalent supported technologies that are submitted proposal,
6. Document/Image Repository – the Enterprise Content repository will be managed by ITS and will be programmatically accessible through ECM API's that will be provided.
7. Master Data Management – the Oracle Customer Hub is an available technology for master data that extends beyond the Siebel operational systems of record.
8. BI/Analytics – operational data stores and data warehouse support will be a joint ITS and SI responsibility for supporting ETL, design, and implementation.
9. Verifications and Data Quality – use of Oracle EDQ to manage data quality and will be the responsibility of the SI. Integration support for existing verification services such as address validation and identity verification will be supported by ITS.
10. Back-Office Applications – development of services for integration with legacy systems will be the responsibility of ITS based on design specifications developed jointly by ITS and the SI. Data migration and data synchronization for legacy data stores will be jointly supported by the SI and ITS.

Figure-2 Anticipated Functional Components:



CRM and BPM Platforms and Components

- Siebel CRM Innovation Pack (15.0.0)
- Siebel Public Sector on premise configuration built for internal state cloud at CNSE (see "NYS Product List" at the end of this document for a list of all available Oracle-Siebel products).
- Siebel Public Sector E-Service (see Attachment N – NYS Product List for a list of all available Oracle-Siebel products).
- Siebel eMail Response
- Siebel Mobile – Mobile component that handles both the connected and disconnected Siebel Mobile client
- Siebel CTI
- Siebel Data Quality
- Oracle Enterprise Data Quality
- Siebel Partner Portal
- Siebel Partner Manager
- Siebel Tools
- Oracle UPK
- Siebel Application Management Pack
- Oracle Policy Automation version 10.4. Note: Version 12 will be the target when the Siebel connector becomes available.
- Oracle Real-Time Scheduler (ORS)

Identity Management and Access Controls

User authentication will be done via ny.gov accounts for external users and directory services accounts for DHCR agency users. Both methods should be able to pass through credentials via Oracle Identity Manager to the CRM/OLTP solution where role based security will be defined.

Data Integration security will be managed by the ITS SOA backplane. Security access controls and logging requirements for integration and data access will be established by ITS in alignment with NYS security policy.

Document Ingestion, Query, Retrieval, Update, and Deletion

New York State's ECM APIs provide SOAP-based web services that support integration using the following base capabilities for use by client applications that have to store and manage content in a NYS Transactional Enterprise Content Repository:

- Single and Multiple Document Ingestion
- Document Query and Retrieval based on metadata
- Update Document Metadata

- Delete document

There is a requirement to migrate the existing ORA document repository from OpenText Content server to IBM Filenet. Document ingestion for new cases will utilize Kofax Capture software to image paper documents, Siebel File upload integration capabilities with IBM filenet, as well as automated escan capabilities to capture email messages and attachments, fax.

The Siebel Integration requires the use of Siebel EAI to call this repository services which are transport agnostic. NYS ITS will be responsible for creating the transactional content repository and its associated administration tasks.

Object Stores and Object Store Interfaces Supported

FileNet is the preferred platform, however Documentum and the CMIS standards are currently supported if there is a strong justification. With CMIS any object store that supports the CMIS standard is accessible using the CMIS standard APIs even if the Object Stores implementation of CMIS is varies. If a new object store is required, a new protocol can be quickly added by modifying one functional component.

Message and Transport Protocols Supported

SOAP over HTTP or JMS, REST, JSON, FTP, and more are supported. If an additional protocol is required, a new protocol can be added by modifying one functional component.

Geographic Information Systems (GIS)

ESRI ArcGIS will be used to find, create, and share maps to meet analytical requirements. All maps and APIs should go through the standard NYS offering rather than Google, Bing, or other industry sources.

NYS ITS has standardized on ESRI ArcGIS 10.3.x as the GIS Software Technology layer for the state. The state-wide GIS platform provides the capability to share and discover geographic information, create and manage state geographic assets, visualize and analyze geospatial information and collaborate geographic data in real-time.

The GIS services such as map and feature services would be exposed to service consumers as a RESTful end-point.

Data Management and Data Integration

The ITS SOA backplane will be used to connect customer portals to CRM/OLTP system of record, agency internal systems, and databases. The requirement is that BizTalk will be used for all internal and external services.

The Database/environment to be used to store case information, building records, owner and tenant information will be the current supported Oracle Database and Data Management tools. ITS currently provides support for Oracle DBMS 12c and SQL Server 2012/2014.

Data warehouse for custom reporting and analytics will be MSSQL (SQL Server 2014 w/X-Velocity)

Reporting, Business Intelligence, and Data Analytics capabilities will be provided through:

- Case Management Analytics Fusion Edition version 7.9.6.4
- Oracle Business Intelligence Suite Enterprise Edition Plus version 11.1.1.7.x
- Business Intelligence Management Pack version 11g
- BI Publisher for Siebel Reports
- Oracle Data Integrator for ETL

Ability to integrate with existing .Net applications that support ORA will be through integration services established using the ITS SOA Backplane.

Ability to share/integrate data with organizations both internal and external to DHCR through webservices that are established using ITS SOA Backplane. Batch managed file transfer (MFT) imports and exports may also be required when webservices are not a viable option. MFT will use the standard ITS solution. Possible integrations may include but are not limited to NYC Housing Preservation Dept, Electronic Payment Processing Services, and NY.GOV IdM services.

Virtual Desktop Infrastructure (VDI)

VMWare's Virtual Desktop Infrastructure (VDI) solution is used to provide desktop applications and network access to the majority of HCR users. Through VDI users are provided the Microsoft Office 2010 Desktop Suite, internet access, network file shares (EMC Isilon), SharePoint 2010. Email services provided by Microsoft Office 365. VDI and Isilon servers are housed at the College of Nanoscale Science and Engineering (CNSE) data center maintained by ITS.

Project Management and Application Lifecycle Management Standards

Project management will utilize the ITS developed standards, processes, repositories, and tools unless an exception is granted. In addition to PM practices, wherever there are base competencies, CoP's for shared capabilities alignment with any established standards and practices will be required. Examples include BA/BPM, OPA, Siebel, HP Exstream, and BI/Analytics.

The ITS application development standards, processes, and tools will be utilized for all phases of the application lifecycle unless permission is granted for alternatives. Standard design and development protocols for documenting the solutions will be strictly adhered to. Standardized ALM tools such as TFS/GIT and HP Quality Stage will be used for all development. Release management and configuration management for non-development environments will be the responsibility of ITS.

Governance and oversight of all development will follow ITS standards and processes, including architecture reviews, change/release management, and post-implementation support protocols for change request, incident, and problem management.

In addition to standards on business requirements and data modeling, at a minimum, all application development requires the following documentation:

- Use Cases Diagram (UML 2.0) or Documentation, whichever is most appropriate – used to identify, clarify, and organize system requirements.
- Sequence Diagram (UML 2.0) – represents object collaboration and is used to define event sequences between objects for a certain outcome. A sequence diagram is an essential component used in processes related to analysis, design and documentation.
- Conceptual Diagram – a high level graphical representation (white board architecture) showing relationships among resources and devices to develop a system.
- System Context Diagram – graphical representation that shows the system and its relationship it has with other entities.
- Activity Diagram (UML 2.0) – graphical representation of workflows of stepwise activities and actions.
- Request/Response Document – document that describes the input and output for each service.
- Field Mappings Document – document that describes the fields that are passed into the service, and what end point fields they map to.

NYS Product List

Line #	Part #	Description
1.	L35107	Siebel CRM Base - Application User Perpetual
2.	L36370	Siebel Proposals and Presentations - Application User Perpetual
3.	L36699	Siebel SmartScript - Application User Perpetual
4.	L35128	Siebel CTI - Application User Perpetual
5.	L35399	Siebel Email Response - Application User Perpetual
6.	L35191	Siebel Data Quality - Application User Perpetual
7.	L43666	Siebel eService - Processor Perpetual
8.	L35609	Siebel Group Policies - Application User Perpetual
9.	L36210	Siebel Personal Lines Claims - Application User Perpetual
10.	L96641	Siebel Mobile - Application User Perpetual
11.	L36419	Siebel Public Sector Partner Portal - Registered User Perpetual
12.	L54734	Oracle Case Management Analytics Fusion Edition - Application User Perpetual
13.	L54762	Oracle Contact Center Telephony Analytics Fusion Edition - Application User Perpetual
14.	L55052	Oracle Service Analytics Fusion Edition - Application User Perpetual
15.	L90986	Oracle Enterprise Data Quality Profile and Audit - Processor Perpetual
16.	L94196	Oracle Enterprise Data Quality Address Verification Server - Processor Perpetual
17.	L99899	Oracle Enterprise Data Quality Standardization and Match - Processor Perpetual
18.	L42070	Oracle Customer Hub B2C - Record Perpetual
19.	L42119	Oracle Customer Hub Data Steward - Application User Perpetual
20.	L69554	Oracle User Productivity Kit Professional - UPK Developer Perpetual
21.	L93836	Oracle User Productivity Kit Professional - Employee Perpetual
22.	L86565	Oracle Application Management Suite for Siebel - Processor Perpetual
23.	L36748	Siebel Test Automation Interfaces - Application User Perpetual
24.	L36769	Siebel Tools - Application User Perpetual
25.	L35114	Siebel CRM Web Channel for Customers - up to 15 Objects - Processor Perpetual
26.	L35121	Siebel CRM Web Channel for Employees - up to 15 Objects - Application User Perpetual
27.	L36182	Siebel Partner Manager - Application User Perpetual
28.	L35532	Siebel Financial Services CRM Base Option - Application User Perpetual
29.	L36405	Siebel Public Sector CRM Base Option - Application User Perpetual
30.	L92966	Oracle Knowledge for Web Self Service, Enterprise Edition - Processor Perpetual
31.	L92974	Oracle Knowledge for Contact Center, Enterprise Edition - Application User Perpetual
32.	L70873	Oracle Policy Automation Connector for Siebel - Processor Perpetual
33.	L38624	Oracle Enterprise Single Sign-On Suite Plus - Named User Plus Perpetual
34.	L17426	Oracle SOA Suite for Oracle Middleware - Processor Perpetual
35.	L17434	Oracle SOA Suite for Oracle Middleware - Named User Plus Perpetual
36.	L88612	Oracle SOA Management Pack Enterprise Edition - Processor Perpetual
37.	L88618	Oracle SOA Management Pack Enterprise Edition - Named User Plus Perpetual
38.	L59008	Oracle WebLogic Suite - Processor Perpetual
39.	L59000	Oracle WebLogic Suite - Named User Plus Perpetual
40.	L88626	Oracle WebLogic Server Management Pack Enterprise Edition - Processor Perpetual

41. L88632 Oracle WebLogic Server Management Pack Enterprise Edition - Named User Plus Perpetual
42. L100891 Oracle Cloud Adapter for Oracle RightNow Cloud Service - Processor Perpetual
43. L100899 Oracle Cloud Adapter for Oracle RightNow Cloud Service - Named User Plus Perpetual
44. L93027 Oracle Cloud Management Pack for Oracle Fusion Middleware - Processor Perpetual
45. L93020 Oracle Cloud Management Pack for Oracle Fusion Middleware - Named User Plus Perpetual
46. L35469 Siebel Field Service - Application User Perpetual
47. L36580 Siebel Scheduling - Application User Perpetual
48. L70466 Siebel Campaign Management - Application User Perpetual
49. L84460 Oracle Hyperion Public Sector Planning and Budgeting - Enterprise $M in Operating Budget Perpetual
50. L61905 Oracle Real-time Scheduler - Field Resource Perpetual
51. L87772 Siebel Field Service Integration to Oracle Real-Time Scheduler - Processor Perpetual

Attachment M - Consultant Disclosure

STATE CONSULTANT SERVICES FORMS

Instructions for Completion of State Consultant Services Forms A and B

Chapter 10 of the Laws of 2006 amended the State Finance Law §§ 8 and 163 [1] resulting in the requirement for additional disclosure concerning employment information on all Consultant Services contracts above $15,000. The definition of contracts for consultant services is expanded to include any contract entered into with a State agency for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, or similar services.

To enable compliance with the law, State Consultant Services Forms A and B and certification are incorporated into this procurement.

FORM A - to be completed and submitted by the vendor with the initial contract for planned employment data prospectively from the start date of the contract through the end of the contract term.

FORM B – to be completed and submitted by the vendor by May 15th annually for each year that the contract is in effect reporting, detailing actual employment data for the most recently concluded State fiscal year (April 1 – March 31).

The following definitions apply to the completion of both Form A and B unless otherwise indicated:

- **Scope of Contract (Form B only):** a general classification of the single category that best fits the predominate nature of the services provided under the contract.

- **Employment Category:** 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:** 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 (to be) worked:** for Form A, the total number of hours to be worked, and for Form B, the total number of hours worked during the Report Period by the employees in the employment category.

- **Amount Payable under the Contract:** the total amount paid or payable 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.

REPORT SUBMISSION

Completed Form B must be sent to the contracting agency, the NYS Office of the State Comptroller, and the NYS Department of Civil Service at the addresses listed below.

By mail: **NYS Office of Information Technology Services**
Procurement and Contract Support Unit
PO Box 2062
Albany, NY 12220

By mail: **NYS Office of the State Comptroller**
Bureau of Contracts
110 State Street, 11th Floor
Albany, NY 12236
Attn: Consultant Reporting

By fax: 518-474-8030 or 518-473-8808

By mail: **NYS Department of Civil Service**
Alfred E. Smith Office Building
Albany, NY 12230

No faxes allowed.

FORM A

OSC Use Only:
Reporting Code:
Category Code:
Date Contract Approved:

State Consultant Services - Contractor's Planned Employment From Contract Start Date Through The End Of The Contract Term

State Agency Name: Agency Code:
Contractor Name: Contract Number:
Contract Start Date: / / Contract End Date: / /

Employment Category	Number of Employees	Number of hours to be worked	Amount Payable Under the Contract
Total this page			
Grand Total			

Name of person who prepared this report: _____
Preparer's Signature:_____
Title: _____ Phone #: _____
Date Prepared: / /

FORM B

OSC Use Only:
Reporting Code:
Category Code:

State Consultant Services
Contractor's Annual Employment Report
Report Period: April 1, to March 31,

Contracting State Agency Name: Agency Code:
Contract Number:
Contract Term: / / to / /
Contractor Name:
Contractor Address:
Description of Services Being Provided:

Scope of Contract (Choose one that best fits):
Analysis ☐ Evaluation ☐ Research ☐ Training ☐
Data Processing ☐ Computer Programming ☐ Other IT consulting ☐
Engineering ☐ Architect Services ☐ Surveying ☐ Environmental Services ☐
Health Services ☐ Mental Health Services ☐
Accounting ☐ Auditing ☐ Paralegal ☐ Legal ☐ Other Consulting ☐

Employment Category	Number of Employees	Number of Hours Worked	Amount Payable Under the Contract
Total this page			
Grand Total			

Name of person who prepared this report: _____
Preparer's Signature:_____
Title: Phone #:
Date Prepared: / /

(Use additional pages if necessary) Page of

STATE CONSULTANT SERVICES CERTIFICATION

I understand and will comply with the requirements of Chapter 10 of the Laws of 2006 amending the State Finance Law sections 8 and 163 [1] with regard to the filing of Form A and Form B as described in accordance with Exhibit 5 on the previous pages.

_____	_____	_____
Signature	*Title*	*Date*

NEW YORK STATE OF OPPORTUNITY | Division of Minority and Women's Business Development

Your MWBE Utilization and Reporting Responsibilities Under Article 15-A

The New York State Contract System ("NYSCS") is your one stop tool compliance with New York State's MWBE Program. It is also the platform New York State uses to monitor state contracts and MWBE participation.

GETTING STARTED

To access the system, you will need to login or create a user name and password at https://ny.newnycontracts.com. If you are uncertain whether you already have an account set up or still need to register, please send an email to the customer service contact listed on the Contact Us & Support page, or reach out to your contract's project manager. For verification, in the email, include your business name and contact information.

VENDOR RESPONSIBILITIES

As a vendor conducting business with New York State, you have a responsibility to utilize minority- and/or women-owned businesses in the execution of your contracts, per the MWBE percentage goals stated in your solicitation, incentive proposal or contract documents. NYSCS is the tool that New York State uses to monitor MWBE participation in state contracting. Through the NYSCS you will submit utilization plans, request subcontractors, record payments to subcontractors, and communicate with your project manager throughout the life of your awarded contracts.

There are several reference materials available to assist you in this process, but to access them, you need to first be registered within the NYSCS. Once you log onto the website, click on the **Help & Support >>** link on the lower left hand corner of the Menu Bar to find recorded trainings and manuals on all features of the NYSCS. You may also click on the

icon at the top right of your screen to find videos tailored to primes and subcontractors. There are also opportunities available to join live trainings, read up on the "Knowledge Base" through the Forum link, and submit feedback to help improve future enhancements to the system. Technical assistance is always available through the **Contact Us & Support** link on the NYSCS website (https://ny.newnycontracts.com).

For more information, contact your project manager.

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE AND EEO POLICY STATEMENT

I, _____, the (awardee/contractor)_____ agree to adopt the following policies with respect to the project being developed or services rendered at

_____

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
(2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
(4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
(6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b)This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, 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.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

Agreed to this _____ day of _____, 2_____

By _____

Print: _____ Title: _____

_____is designated as the Minority Business Enterprise Liaison.
(Name of Designated Liaison)

He/she is responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment.
Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

_____30% Minority and Women's Business Enterprise Participation

_____15% Minority Business Enterprise Participation

_____15% Women's Business Enterprise Participation

EEO Contract Goals

_____% Minority Labor Force Participation

_____% Female Labor Force Participation

_____
(Authorized Representative)

Title: _____

Date: _____

M/WBE UTILIZATION PLAN

M/WBE 100 (V.2015.12.9ES)

INSTRUCTIONS: This form MUST be submitted with any bid, proposal, or proposed negotiated contract prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each NYS-certified Minority and Women-owned Business Enterprise (M/WBE), including the offeror if a NYS-certified MWBE, and estimated (or actual if known) annual dollar value under the contract and reflect the MWBE participation goals specified in the contract or procurement document.

Will there be M/WBE participation for services provided under this contract? ☐ *YES* ☐ NO

Contract Overview			
Offeror/Contractor Name: _____		Telephone: _____	
Address _____		Federal ID No: _____	SFS Vendor ID: _____
City, State, Zip: _____		Solicitation No: _____	

NYS Certified M/WBE Fill out box below for each NYS-Certified M/WBE Contractor or Subcontractor	Classification	Description of Scope of Work (Subcontracts/Supplies/Services)	Annual Dollar Value of Subcontracts/Supplies/Services
Name: _____ Address: _____ City, State, Zip: _____ Telephone: _____ Fed. ID. No: _____ SFS Vendor ID: _____	☐ MBE ☐ WBE ☐ DUAL	☐ DIRECT (Spending directly fulfilling contract obligations) Description: _____ ☐ INDIRECT (Spending in support of company operations.) Description: ☐ Copy of written agreement attached (Required for teaming	$ _____
Name: _____ Address: _____ City, State, Zip: _____ Telephone: _____ Fed. ID. No: _____ SFS Vendor ID: _____	☐ MBE ☐ WBE ☐ DUAL	☐ DIRECT (Spending directly fulfilling contract obligations) Description: _____ ☐ INDIRECT (Spending in support of company operations.) Description: _____ ☐ Copy of written agreement attached (Required for teaming	$ _____

M/WBE UTILIZATION PLAN

M/WBE 100 (V.2015.12.9ES)

☐VENDOR CERTIFICATION: I hereby affirm that the information supplied in this utilization plan is true and correct.

Signature:	_____	Date:	_____
Print Name:	_____	Telephone No:	_____
Title:	_____	Email:	_____

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 142, AND THE ABOVE REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.

M/WBE UTILIZATION PLAN

M/WBE 100 (V.2015.12.9ES)

FOR AUTHORIZED USE ONLY				
Utilization Plan Approved:	☐ Y	☐ N	Date:	
Notice of Deficiency Issued:	☐ Y	☐ N	Date:	
Notice of Acceptance Issued:	☐ Y	☐ N	Date:	
Reviewed By:			Date:	
Comment(s):				

QUARTERLY M/WBE COMPLIANCE REPORT

M/WBE 102 (v.2015.12.09es)

As evidence of the progress made toward achievement of the minority and women owned business enterprise (MWBE) Goal(s), contractor is required to complete and submit the following for each NYS-certified MWBE (please use additional sheets if necessary). Beginning THIRTY (30) days after a contract is awarded Quarterly MWBE Contractor Compliance Reports are due on Jan.15, April 15th, July 15th, and October 15th to report MWBE utilization for the preceding quarter.

REPORTING PERIOD

April 1 – June 30	☐	Oct. 1 – Dec. 31	☐
July 1 – Sept. 30	☐	Jan. 1 – Mar. 31	☐

Contract Overview

Offeror/Contractor Name: _____ Telephone: _____ M/WBE NYS Certified Firm?

Address _____ Federal ID No: _____ SFS Vendor ID: _____ ☐ Y If Yes, proceed to box A

City, State, Zip: _____ Solicitation No: _____ ☐ N If No, proceed to box B

Please place the name of your company in Box A only if you are a NYS-Certified M/WBE and include quarterly contract payments received.

A Name: _____

FEIN: _____ SFS Vendor ID: _____

☐ MBE ☐ DUAL

☐ WBE

Actual CIO/OFT Contract payment(s) received by the NYS-Certified M/WBE Contractor during the reporting period: $ _____

Actual total of payments made over the life of this contract: $ _____

In boxes B thru E, please include quarterly expenditures your company made to NYS-certified M/WBE companies only. Check the DIRECT box for expenditures required to meet CIO/OFT Contract obligations, and INDIRECT box for expenditures not specific to contract obligations.

B Name: _____

FEIN: _____ SFS Vendor ID: _____

☐ MBE ☐ DUAL ☐ DIRECT

☐ WBE ☐ INDIRECT

Actual payment(s) made to the NYS-Certified M/WBE Contractor during the reporting period: $ _____

Actual total of payments made over the life of this contract: $ _____

Description of Work: _____

Dates of Services: _____

C Name: _____

FEIN: _____ SFS Vendor ID: _____

☐ MBE ☐ DUAL ☐ DIRECT

☐ WBE ☐ INDIRECT

Actual payment(s) made to the NYS-Certified M/WBE Contractor during the reporting period: $ _____

Actual total of payments made over the life of this contract: $ _____

Description of Work: _____

Dates of Services: _____

QUARTERLY M/WBE COMPLIANCE REPORT

M/WBE 102 (v.2015.12.09es)

In boxes B thru E, please include quarterly expenditures your company made to NYS-certified M/WBE companies only. Check the DIRECT box for expenditures required to meet CIO/OFT Contract obligations, and INDIRECT box for expenditures not specific to contract obligations.

D Name: _____

FEIN: _____ SFS Vendor ID: _____

☐ MBE ☐ DUAL ☐ DIRECT

☐ WBE ☐ INDIRECT

Actual payment(s) made to the NYS-Certified M/WBE Contractor during the reporting period: $ _____

Actual total of payments made over the life of this contract: $ _____

Description of Work: _____

Dates if Services: _____

E Name: _____

FEIN: _____ SFS Vendor ID: _____

☐ MBE ☐ DUAL ☐ DIRECT

☐ WBE ☐ INDIRECT

Actual payment(s) made to the NYS-Certified M/WBE Contractor during the reporting period: $ _____

Actual total of payments made over the life of this contract: $ _____

Description of Work: _____

Dates of Services: _____

☐ I hereby affirm that the information supplied in this quarterly compliance report is true and correct to the best of my knowledge.

☐ I hereby affirm that the information supplied in the previous quarterly report is true and correct. If not, attached is a revised compliance report for the previous quarter.

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 142, AND THE ABOVE REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.

_____
Signature Date

_____
Print Name

_____
Title

_____
Email Telephone

Sworn to before me this _____ day of _____ 20____

_____
Notary Public

Seal:

FOR AUTHORIZED USE ONLY

Reviewed by: _____

Date Received: _____

EQUAL EMPLOYMENT OPPORTUNITY – STAFFING PLAN

EEO-100 (v.2015.12.09es)

(Instructions on Page 2)

Contractor's Name: _____ Telephone: _____

Address: _____ Federal ID No.: _____ SFS Vendor ID: _____

City, State, ZIP: _____ Contract No(s): _____

Report includes -Please select one from the options below:

☐ Work force utilized on this contract

☐ Contractor/Subcontractor's total work force

Reporting Entity - Please select one from the options below:

☐ Contractor

☐ Subcontractor

Job Categories	Total Work Force	Race/Ethnicity - report employees in only one category													
		Hispanic or Latino		Not-Hispanic or Latino											
				Male						Female					
		Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races
Executive/Senior Level Officials and Managers															
First/Mid-Level Officials and Managers															
Professionals															
Technicians															
Sales Workers															
Administrative Support Workers															
Craft Workers															
Operatives															
Laborers and Helpers															
Service Workers															
TOTAL															

PREPARED BY (*Signature*): _____ DATE: _____

NAME AND TITLE OF PREPARER: _____ TELEPHONE/EMAIL: _____

(print or type)

EQUAL EMPLOYMENT OPPORTUNITY – STAFFING PLAN

EEO-100 (v.2015.12.09es)

INSTRUCTIONS

General Instructions: All Offeror and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (EEO 100) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form for the contractor's or subcontractor's total work force.

Instructions for Completing:

1. Enter the Solicitation or Contract number that this report applies to, along with the name, address, and federal ID number of the Contractor preparing the report.
2. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor's total work force.
3. Check off the appropriate box to indicate if the Contractor completing the report is the contractor or subcontractor.
4. Check off the box that corresponds to the reporting period for this report.
5. Enter the total work force by EEO job category.
6. Enter the name, title, phone number and/or email address for the person completing the form. Sign and date the form in designated areas.

RACE/ETHNIC IDENTIFICATION

For purposes of this form CIO/OFT will accept the definitions of race/ethnic designations used by the federal Equal Employment Opportunity Commission (EEOC), as those definitions are described below or amended hereafter. (Be advised these terms may be defined differently for other purposes under NYS statutory, regulatory, or case law). Race/ethnic designations as used by the EEOC do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. The race/ethnic categories for this survey are:

- **Hispanic or Latino** - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
- **White (Not Hispanic or Latino)** - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
- **Black or African American (Not Hispanic or Latino)** - A person having origins in any of the black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)** - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **Asian (Not Hispanic or Latino)** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- **American Indian or Alaska Native (Not Hispanic or Latino)** - A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
- **Two or More Races (Not Hispanic or Latino)** - All persons who identify with more than one of the above five races.

EQUAL EMPLOYMENT OPPORTUNITY – WORK FORCE EMPLOYMENT UTILIZATION/DIVERSITY COMPLIANCE REPORT

EEO-100 (v.2015.12.09es)

(Instructions on Page 2)

Contractor's Name: _____ Telephone: _____

Address: _____ Federal ID No.: _____ SFS Vendor ID: _____

City, State, ZIP: _____ Contract No(s): _____

Report includes -Please select one from the options below:

☐ Work force utilized on this contract

☐ Contractor/Subcontractor's total work force

Reporting Entity - Please select one from the options below:

☐ Contractor ☐ Subcontractor

☐ Jan. 1 - Mar. 31 ☐ Apr. 1 - Jun. 30 ☐ Jul. 1 - Sep. 30 ☐ Oct. 1 - Dec. 31

Job Categories	Total Work Force	Race/Ethnicity - report employees in only one category													
		Hispanic or Latino		Not-Hispanic or Latino											
				Male						Female					
		Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races
Executive/Senior Level Officials and Managers															
First/Mid-Level Officials and Managers															
Professionals															
Technicians															
Sales Workers															
Administrative Support Workers															
Craft Workers															
Operatives															
Laborers and Helpers															
Service Workers															
TOTAL															

PREPARED BY (*Signature*): _____ DATE: _____

EQUAL EMPLOYMENT OPPORTUNITY – WORK FORCE EMPLOYMENT UTILIZATION/DIVERSITY COMPLIANCE REPORT

EEO-100 (v.2015.12.09es)

NAME AND TITLE OF PREPARER: _____ TELEPHONE/EMAIL: _____

(print or type)

INSTRUCTIONS

General Instructions: The work force utilization/compliance report (EEO 101) is to be submitted on a quarterly basis during the life of the contract to report the actual work force utilized in the performance of the contract broken down by the specified categories. When the work force utilized in the performance of the contract can be separated out from the contractor's or subcontractor's total work force, the contractor or subcontractor shall submit a Utilization Report of the work force utilized on the contract. When the work force to be utilized on the contract cannot be separated out from the contractor's or subcontractors total work force, information on the contractor's total work force shall be included in the Utilization Report. Utilization reports are to be completed for the quarters ended 3/31, 6/30, 9/30, and 12/31 and submitted within 15 days of the end of each quarter. If there are no changes to the work force utilized on the contract during the reporting period, the contractor can submit a written statement of no change or submit a copy of the previously submitted report with the date and reporting period updated.

Instructions for Completing:

1. Enter the Solicitation or Contract number that this report applies to, along with the name, address, and federal ID number of the Contractor preparing the report.
2. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor's total work force.
3. Check off the appropriate box to indicate if the Contractor completing the report is the contractor or subcontractor.
4. Check off the box that corresponds to the reporting period for this report.
5. Enter the total work force by EEO job category. Break down the total work force by gender and race/ethnic background and enter under the heading Race/Ethnicity. Contact the Designated Contact(s) for the contract if you have any questions.
6. Enter the name, title, phone number and/or email address for the person completing the form. Sign and date the form in designated areas.

RACE/ETHNIC IDENTIFICATION

For purposes of this form CIO/OFT will accept the definitions of race/ethnic designations used by the federal Equal Employment Opportunity Commission (EEOC), as those definitions are described below or amended hereafter. (Be advised these terms may be defined differently for other purposes under NYS statutory, regulatory, or case law). Race/ethnic designations as used by the EEOC do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. The race/ethnic categories for this survey are:

- **Hispanic or Latino** - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
- **White (Not Hispanic or Latino)** - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
- **Black or African American (Not Hispanic or Latino)** - A person having origins in any of the black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)** - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **Asian (Not Hispanic or Latino)** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

- **American Indian or Alaska Native (Not Hispanic or Latino)** - A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
- **Two or More Races (Not Hispanic or Latino)** - All persons who identify with more than one of the above five races.

The terms of this Attachment have been incorporated into an agreement between the New York State Office of Homes and Community Renewal (DHCR) and the recipient of ITS data. The Parties to the Agreement shall comply with the applicable provisions hereof, to the extent not superseded by federal law.

All data to which the Contractor ("Recipient") will be provided access by DHCR is proprietary to DHCR. Such data shall hereinafter be referred to as "DHCR data". Recipient will safeguard all DHCR data and resources to which it is granted access. Such safeguards must provide a level of protection of DHCR data which is at least equivalent to those provided under NYS Cyber-Security Policy P03-002-V3.4, and comports with industry standards for such engagements.

1. Recipient agrees to limit its use of DHCR data to the purpose for which it is provided hereunder, and for no other purpose, unless expressly authorized to do so by DHCR.

2. Recipient must protect DHCR data that is in Recipient's possession, or under its control from unauthorized access, disclosure, or dissemination.

3. DHCR data includes information that is:
   - provided by DHCR which is marked "Confidential";
   - defined as "Personal, Private and Sensitive Information" (PPSI);
   - not expressly granted for public disclosure or dissemination;
   - protected by law from disclosure or dissemination;
   - concerning DHCR's infrastructure;
   - pertinent to an ongoing investigation.

4. Recipient must not permit DHCR data to be copied or shared with anyone outside of the Recipient's organization, unless expressly authorized by DHCR; and must limit access to, and use of, DHCR data to individuals who require access for the purpose fulfilling Recipient's obligations arising under the terms of this Agreement.

5. Recipient must cooperate with DHCR in the review of Recipient's data control processes employed for the protection of DHCR data.

6. In the event that Recipient confirms or suspects the unauthorized use or access of DHCR data or resources provided hereunder, Recipient agrees to promptly notify DHCR and Information Security within ITS. Cyber Incidents are to be escalated immediately to the Enterprise Information Security Office (EISO). The Cyber Incident Reporting Procedure is available at www.its.ny.gov/eiso. The NYS Cyber Incident Response Team (CIRT) can be reached by phone at (518) 242-5045 and by email using cirt@its.ny.gov. For incidents occurring after hours call the NYS

Watch Center at (518) 292-2200 and ask to report a cyber incident to the EISO CERT.

7. Recipient acknowledges that it understands and must comply with laws concerning the loss, misappropriation, compromise, or misuse of protected data provided hereunder, including:

   a) the federal Driver's Privacy Protection Act of 1994 (DPPA) (18 U.S.C. §2721, et seq.), and
   b) the New York State Information Security Breach and Notification Act (ISBNA) (General Business Law, §899-aa; State Technology Law, §208).

8. In the event that the security of personal information is breached in violation of the ISBNA, from a system maintained by Recipient, then the Recipient shall be responsible for providing notice of breach to the person(s) to whom such information pertains. In the event that Recipient is authorized to share such information with another entity, Recipient must hold its recipient responsible for providing such notice. Prior approval from ITS is required before any notifications are made to such persons.

9. Recipient must take appropriate measures to advise pertinent staff members, and its re-disclosure recipients (if any), of the penalties associated with unauthorized access, use, or dissemination of protected data.

10. Recipient's obligation of indemnification and holding harmless specified hereunder shall survive the expiration of the Contract by termination or otherwise.

    a) Recipient shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Recipient or its subcontractors pursuant to this Agreement. The Recipient shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this Agreement.

    b) Recipient is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the State of New York, nor make any claim, demand or application to or for any right based upon any different status.

11. Recipient agrees to comply with DHCRs instructions for the secure disposal of agreement-related electronic or hard copy files in Recipient's possession upon expiration of the term of this Agreement.

12. The following provisions apply to circumstances when Recipient or its subcontractors make use of resources provided by DHCR:

A) Personal Computers (PCs): NYS-provided PCs must only be used for activities related to official assignments and/or job responsibilities. Users are responsible for the use, protection, security and care of all New York State owned personal computers (PCs) and related equipment assigned to them by DHCR/ITS.

DHCR/ITS-provided PCs (including laptops, monitors, printers, hardware, peripherals, commercially licensed software, files, programs, and data) are the property of DHCR/ITS. DHCR and ITS reserves the right to access or audit PCs, storage drives and removable media, and the information contained therein.

Users must comply with the following restrictions when using DHCR-provided PCs:

- Protect against unauthorized access when the PC is left unattended by locking it, or logging-off;
- Log-off the PC at the end of the workday, to ensure that the power remains On;
- Do not leave a laptop unattended or unsecured;
- Do not move the PC or related equipment to another location without approval from your manager/supervisor and ITS's Information Technology Support Services (ITS).
- Do not modify or repair any PC or related equipment without prior approval of DHCR's Information Technology Support Services.
- Do not connect any hardware that is not expressly approved. Users must contact DHCR's Information Technology Support Services (ITS) for a list of approved hardware.

B) Software: Only software that is approved by DHCR's Information Technology Support Services (ITS) may be installed on DHCR-provided computers. Users must abide by all software license agreements. Non-work related software (e.g. games or music downloading programs) must not be installed or used on DHCR computers. Users must not install DHCR -owned software or programs on a non-DHCR-owned computer, unless expressly approved by ITS's Information Technology Support Services (ITS).

C) Internet: DHCR/ITS-provided Internet access must only be used for activities related to official assignments and/or job responsibilities. Users must employ reasonable precautions, including safeguarding and changing passwords, to prevent the unauthorized use of their DHCR/ITS provided internet account by anyone else. Users must not access third-party internet service providers and webmail accounts (e.g., checking a personal email account on AOL), unless expressly authorized by the DHCR Information Security Group within ITS.

DHCR filters websites for inappropriate content. Users must direct requests to unblock or block a website to the DHCR's Information Technology Support Services (ITS).

D) Network: Users must limit the use of DHCR/ITS network to activities related to official assignments and/or job responsibilities.

E) Email: Users must limit the use of DHCR/ITS provided email accounts to activities related to official assignments and/or job responsibilities.

13. Recipient agrees to continuing cooperation with DHCR/ITS in response to developing security vulnerabilities.

In compliance with RFP Attachment C, section 1.49 *Extraneous Terms and Conditions*, the Bidder shall identify all proposed extraneous terms using the table below in accordance with the following instructions:

INSTRUCTIONS:

RFP Page, Section & Paragraph Reference

The Bidder must state the RFP page number, section and paragraph number for each requirement that the Bidder proposes to modify. The Bidder must insert the nature of the proposed change and its impact on the Requirement.

Description of RFP Requirement

The Bidder must insert a concise description of the RFP requirement the Bidder proposes to modify.

Type of Proposed Modification

Select a one-word classification of the proposed modification from the list in the table below.

Description of Proposed Extraneous Term(s)

Describe the impact of the proposed modification/extraneous term.

Impact on RFP Requirement

Explain whether and how the change would benefit the State. If there is a corresponding impact on the Administrative, Technical, or Cost Proposal(s), that impact should be explained with reference(s) to the specific sections that may be affected.

EXTRANEOUS TERM(S)			
No.	RFP Page, Section & Paragraph Reference	Description of RFP Requirement	Type of Proposed Modification
1.			□ Additional; □ Supplemental; □ Equivalent □ Alternative
Description of Proposed Extraneous Term(s):			
Impact on RFP Requirement:			
No.	RFP Page, Section & Paragraph Reference	Description of RFP Requirement	Type of Proposed Modification
2.			□ Additional; □ Supplemental; □ Equivalent □ Alternative
Proposed Extraneous Term(s):			
Impact on RFP Requirement:			
No.	RFP Page, Section & Paragraph Reference	Description of RFP Requirement	Type of Proposed Modification
3.			□ Additional; □ Supplemental; □ Equivalent □ Alternative
Proposed Extraneous Term(s):			
Impact on RFP Requirement:			

1. Description of Requested Change:
2. Reason/Justification for Change:
3. Additional or Deleted Tasks or Deliverables Required by Change:
4. Additional or Deleted Cost and/or Timeframes Required by Change:

The signatures below represent that the New York State Office of Information Technology Services and (insert Contractor's name) are in agreement with the above change(s) to the project deliverables for the Rent Regulation System Modernization.

New York State Division of Criminal Justice Services	**(insert Contractor's name)**
Name (Print):	**Name (Print):**
Signature:	**Signature:**
Title:	**Title:**
Date:	**Date:**

DELIVERABLE ACCEPTANCE FORM FOR:	**Date:**

Vendor Name **Statement of Submission**
Detailed description of items for Acceptance

Vendor Details	
Submitted by: **Name** **Title**	
Signature of *Vendor*	
Date Delivered	

Change Order Details, if applicable			
Change Order #	**Description**	**Date approved**	**Comments**

NYS Statement of Acceptance		
☐ **Accepted**	☐ **Accepted with Exceptions**	☐ **Not Accepted**
Exceptions or Reason for Rejection:		

Accepted by: **Name** **Title**		
Signature:		**Date:**

CONSULTANT CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

THIS AGREEMENT, made on _____**,** is between the State of New York ("State"), acting by and through the New York State Office of Information Technology Services ("ITS"), having its principal place of business at State Capitol, Empire State Plaza, Albany, New York 12220-0062, and _____ ("Consultant"), an employee or subcontractor of _____ ("Contractor") with its principal place of business at _____. This Agreement is signed in relation to the provision by Consultant of services to the ITS Office of _____ (hereinafter "Engagement").

1. **Definitions.** For the purposes of this Agreement, the following terms shall be defined as follows:

I. Confidential Information

"Confidential Information" shall be defined to include any information that ITS or the State, regardless of form or medium of disclosure (e.g., verbal, hard copy, or electronic) or source of information (e.g., ITS, other state agencies, state employees, electronic systems, or third party contractors) provides to Consultant, or which Consultant obtains, discovers, derives or otherwise becomes aware of as a result of the Engagement other than:

(a) information that is previously rightfully known to Consultant without restriction on disclosure;
(b) information that is or becomes, from no act or failure to act on the part of the Consultant, generally known in the relevant industry or in the public domain; or
(c) information that is independently developed by Consultant without the use of Confidential Information.

II. Authorized Person

"Authorized Person" shall be defined as a person authorized by ITS as having a need to receive, possess, store, access, view and/or use Confidential Information for an Authorized Use.

III. Authorized Use

"Authorized Use" shall be defined as the use of Confidential Information by Consultant or Authorized Persons, solely for the purpose of performing the Engagement.

IV. Electronic Information

"Electronic Information" shall be defined as information or data produced or stored by electronic, digital, or similar means.

2. **Term**

Consultant's obligations under this Agreement shall commence upon the execution of this Agreement or the start of the Engagement, whichever occurs first, and shall survive the duration of engagement, in perpetuity.

3. **Duty to Protect Confidential Information**

Consultant agrees not to disclose Confidential Information to any outside party without the prior express written permission of ITS, except as provided in this Agreement. In addition, Consultant shall safeguard all

Confidential Information from unauthorized access, loss, theft, destruction, and the like. Consultant shall notify ITS immediately upon becoming aware that confidential information is in the possession of or has been disclosed to an unauthorized person or entity.

Consultant also agrees to promptly report any activities by any individual or entity that the Consultant suspects may compromise the availability, integrity, security or privacy of any Confidential Information.

4. Press Releases

Consultant shall not issue any press releases, give or make any presentations, or give to any print, electronic or other news media information regarding his/her Engagement - nor shall Consultant authorize or permit any other person or entity to do so - without the prior express written permission of ITS. Consultant shall immediately refer any media requests or other requests for information to ITS.

5. Use Restriction

Consultant shall not receive, possess, store, access, view and/or use Confidential Information for any purpose other than an Authorized Use. Consultant shall not permit unauthorized persons or entities to gain access to Confidential Information and shall not divulge methods of accessing Confidential Information to unauthorized persons.

6. Security Obligations Regarding Confidential Information

Consultant agrees to comply with the following security obligations as well as any other such obligations conveyed to him/her during the course of the Engagement:

a. Unless otherwise authorized by ITS, Confidential Information may NOT be stored on personal (non-ITS) computing or other electronic or mobile storage devices, or taken or removed in any form from ITS.
b. Consultant shall comply with all federal and State laws.
c. Consultant shall comply with all ITS policies and procedures including but not limited to those that provide for accessing, protecting and preserving State assets.
d. Consultant shall take no action to intrude upon, disrupt or deny services to ITS.
e. Consultant shall use only those access rights granted by ITS.

7. Certification by Consultant of Return of Confidential Information, Electronic Information and Tangible Property

Upon termination of the Engagement, Consultant shall return all Confidential Information stored on any format to ITS, or destroy any Confidential Information that Consultant possesses in a format that cannot be returned. Further, Contractor agrees to submit to ITS on Contractor's letterhead a "CERTIFICATION OF RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION, ELECTRONIC INFORMATION, AND TANGIBLE PROPERTY" certifying that all copies of Confidential Information, electronic property and tangible property belonging to the State of New York or ITS have been returned, or if necessary destroyed, using the form provided in Appendix A.

8. Termination

Consultant's Authorized Use of Confidential Information shall terminate automatically upon: (a) breach of this Agreement as determined solely by ITS, (b) completion or termination of Consultant's Engagement, or, (c) termination of Contractor's State contract, whichever occurs first

9. Compliance

Should Consultant breach this Agreement, the State shall have all equitable and legal rights (including the

right to obtain injunctive relief) to seek redress for such breach, prevent further breaches and to be fully compensated (including litigation costs and reasonable attorney's fees) for losses or damages resulting from such breach. Consultant acknowledges that compensation for damages may not be sufficient and that injunctive relief to prevent or limit any breach of confidentiality may be the only viable remedy available to ITS.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. If any provision of Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, Consultant has signed this Agreement as of the date set forth below.

By: _____
Signature

_____
Name

_____
Date

Acknowledgment for Consultant Confidentiality & Non-Disclosure Agreement

STATE OF NEW YORK }
} Scilicet
COUNTY OF ALBANY }

On the ___th day of _____ in the year 201_, before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing Consultant Confidentiality & Non-Disclosure Agreement (instrument) and acknowledged to me that he executed the same in his capacity, and that by his signature on the he executed the foregoing instrument in his name and on his own behalf.

_____
Notary Public
Registration No.

APPENDIX A

CERTIFICATION OF RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION, ELECTRONIC INFORMATION, AND TANGIBLE PROPERTY BY CONSULTANTPURSUANT TO CONSULTANT CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT DATED _____

Pursuant to the Consultant Confidentiality and Non-Disclosure Agreement between the State of New York, acting by and through the New York State Office of Information Technology Services ("ITS") and _____ ("Consultant") dated _____, Consultant acknowledges that his/her authority to receive, possess, store, access, view and/or use Confidential Information, electronic information and tangible property: _____

description of returned Confidential Information, electronic information or tangible property:
_____
_____
_____

____ destroyed
description of destroyed Confidential Information, electronic information or tangible property:
_____
_____
_____

_____
Consultant Signature

_____
Consultant Name

_____
Date

Acknowledgment for Certification of Return or Destruction of Confidential Information

STATE OF NEW YORK }
} Scilicet
COUNTY OF ALBANY }

On the _____ day of _____ in the year 20__, before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing Consultant Confidentiality & Non-Disclosure Agreement (instrument) and acknowledged to me that he executed the same in his capacity, and that by his signature on the he executed the foregoing instrument in his name and on his own behalf.

_____
Notary Public
Registration No.

NEW YORK STATE OF OPPORTUNITY. Office of Information Technology Services

State Capitol P.O. Box 2062
Albany, NY 12220-0062
www.its.ny.gov

New York State Information Technology Policy	**No:** NYS-P01-001
IT Policy Name: Bid Protest Policy	**Updated:** 09/18/2015
	Issued By: NYS ITS **Policy Owner:** Counsel's Office

1.0 Purpose and Benefits of the Policy

This policy is a framework for the administration of formal and informal contract award protests that may be presented to the New York State Office of Information Technology Services (ITS). In the event that any vendor has a complaint or objection to the procurement requirements, the procurement process or any matter affecting the submission of a vendor's bid or proposal, the vendor is encouraged to informally contact the ITS procurement contact as listed in the solicitation document.

If the vendor believes that the objection affects the outcome or nature of the proposed award for any procurement, the vendor must follow the procedures for timely filing a formal protest set forth in this policy. Prior to contract award, protests which may affect the outcome or nature of the award may only be considered by ITS in the context of a formal written protest filed in accordance with the procedure within this document.

2.0 Enterprise IT Policy Statement

ITS strives to assure a fair, open and competitive process to all responsible and responsive vendors qualified to respond to any procurement. In furtherance of this goal, this policy is established to provide all parties involved in any contract award protest the ability to receive due consideration in accordance with this policy.

3.0 Scope of the Policy

This policy shall apply to all procurements let by ITS. In the event that a procurement to which this policy does not apply is the subject of a protest, ITS shall dispose of such protest in accordance with the procedure outlined in this policy.

4.0 Policy Statement

General Protest Guidelines

4.1 Any protest received by ITS must be in writing and must contain specific factual and legal allegations setting forth the basis on which the protesting party challenges the contract award by ITS. A formal protest must include:

(i) a statement of all legal and/or factual grounds for disagreement with an ITS specification or purchasing determination;

(ii) a description of all remedies or relief requested; and

(iii) copies of all applicable supporting documentation

Any interested party will be given the opportunity to participate in the protest procedure.

4.2 ITS may, at its sole discretion, waive any deadline or requirement set forth in these guidelines, or consider any materials, submitted in writing, beyond the time periods set forth in these guidelines. Where ITS deems appropriate, ITS may require the protesting party, ITS staff involved in the procurement, the successful Offerer, or any other interested party, to address and/or submit further information with respect to additional issues raised by any ITS review of the procurement. Nothing herein shall preclude ITS from obtaining information relevant to the procurement from any other source, as it may deem appropriate.

Protest Procedure

4.3 Any interested party may file, by mail or electronic mail, a protest with the ITS Director of Financial Administration within ten business days from the date of the notice by ITS of the contract award, except that:

(i) any protest concerning the terms and conditions of the solicitation or other matters that would be apparent to an interested party prior to the date set in the solicitation for the receipt of bids or proposals including but not limited to matters concerning errors, omissions or prejudice in the bid specifications or documents must be filed on or before the date set in the solicitation for the receipt of bids or proposals; and

(ii) where ITS determines that sufficient circumstances exist, ITS may set forth a different time period for filing protests.

4.4 The answer to any protest should address all the factual and legal allegations contained in the protest, and shall be delivered by ITS within seven business days of receipt. ITS may dismiss any protest for failure to state clearly a legal or factual basis for protest.

A copy of the answer by ITS shall be delivered to the protester. The protestor may file a response with ITS within five business days of receipt of the ITS answer.

4.5 Upon receipt of a reply, if any, ITS Director of Financial Administration shall issue a final determination within ten business days.

Appeal Process

4.6 The protest determination of ITS shall be deemed a final and conclusive agency determination unless a written notice of appeal is received no more than five business days after the date the final protest decision is sent to the Offerer. Such notice of appeal must be filed in writing at the address set forth below:

Deputy Chief Information Officer
New York State Office of Information Technology Services
Reference: Bid Protest of ITS Solicitation (provide procurement reference number)
State Capitol, PO Box 2062
Albany, NY 12220-0062

4.7 Deputy Chief Information Officer shall hear and make a final written determination on all appeals within ten business days of the date the Appeal is received.

A formal protest appeal may not introduce new facts unless responding to issues newly raised as a result of the final protest determination.

5.0 Policy Compliance

This policy shall take effect upon publication. ITS shall review the policy at least once every two years. ITS may also assess compliance with this policy. To accomplish this assessment, ITS may issue requests for information, which will be used to develop any reporting requirements as may be requested by the NYS Chief Information Officer, the Executive Chamber or Legislative entities.

6.0 Definitions of Key Terms

(a) “Offerer” mean an individual or entity who has submitted an offer in response to a solicitation for commodities or services issued by ITS.

(b) "Responsive Offerer" means a bidder or Offerer meeting all of the minimum specifications and requirements as prescribed in a solicitation for commodities or services by ITS.

(c) “Successful Offerer” means the responsive bidder or Offerer which receives written notification from ITS indicating that its bid or offer has been accepted.

(d) “Interested party” means a participant in the procurement process and those who would be bona fide participants but whose participation in the procurement process has been foreclosed by the actions of ITS.

(e) ”Contract award” is a written determination from ITS to an Offerer indicating that ITS has accepted its bid or offer (see State Finance Law §163(10)(a)).

(f) "Emergency" means an urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk (see State Finance Law §163(1)(b)).

(g) “Mini-bid process” is an abbreviated bid and selection process for individual agency projects utilizing a list of prequalified vendors on a back drop contract

(h) “Back drop contract” means a contract consisting of a pool of prequalified vendors who are eligible to participate in a secondary mini-bid award process, or other specified selection process.

(i) “Single source” means a procurement in which although two or more Offerers can supply the required technology deliverables or time and materials, ITS, upon written findings setting forth the material and substantial reasons therefor, awards the contract to one Offerer over the other (see State Finance Law §163(1)(h)).

(j) “Sole source” means a procurement in which only one Offerer is capable of supplying the required commodities or services (see, State Finance Law §163(1)(g)).

(k) “Protest” means a written challenge to a contract award by ITS.

(l) “Comptroller” means the Comptroller of the State of New York, as well as his or her designee.

Except for terms defined in this policy, all terms shall have the meanings found in http://www.its.ny.gov/glossary.

7.0 ITS Contact Information

Submit all inquiries and requests for future enhancements to the policy owner at:

Policy Owner: ITS Counsel's Office
New York State Office of Information Technology Services
State Capitol, PO Box 2062
Albany, NY 12220-0062
Telephone: (518) 473-5115

Questions may also be directed to a ITS Customer Relations Manager at:
Customer.Relations@its.ny.gov

The State of New York Enterprise IT Policies may be found at the following website:
http://www.its.ny.gov/tables/technologypolicyindex.htm

8.0 Review Schedule and Revision History

Date	Description of Change	Reviewer
04/27/2001	Original Policy Release	Counsel's Office
9/14/2011	Revision	Counsel's Office/Procurement
09/18/2015	Revision	Counsel's Office
09/19/2017	Scheduled Review	Counsel's Office

9.0 Related Documents

- State Technology Law
- State Finance Law Section 163

[TO BE COMPLETED ON OFFEROR'S LETTERHEAD]

Date

Ms. Linda J. Mitchell
Contract Management Specialist
Empire State Plaza
Swan Street Building, Core 4
Albany, NY 12223

Dear Ms. Mitchell:

RE: RFP #: ITS-2015-0005LM Rent Regulation System Modernization

Firm Offer to the State of New York and Conflict of Interest Disclosure

[INSERT OFFEROR NAME] hereby submits this firm and binding offer to the State of New York in response to New York State Request for Proposals (RFP) # ITS-2015-0005LM by the New York State Office of Information Technology for the Rent Regulation System Modernization. The Bid Proposal hereby submitted meets or exceeds all terms, conditions and requirements set forth in the above-referenced RFP. This formal offer will remain firm and non-revocable for a minimum period of 180 days from the date proposals are due to be received by the State, or until a Contract is approved by the NYS Comptroller and executed by the State.

[INSERT OFFEROR NAME] hereby affirms that, at the time of bid submission, Offeror knows of no factors existing at time of bid submission or which are anticipated to arise during the procurement or Contract term, which would constitute a potential conflict of interest in successfully meeting the contractual obligations set forth in the above-referenced RFP and the Bid Proposal hereby submitted, including but not limited to:

1. No potential for conflict of interest on the part of the Offeror or any Subcontractor due to prior, current, or proposed contracts, engagements, or affiliations; and

2. No potential conflicts in the sequence or timing of the proposed award under this procurement relative to the timeframe for service delivery, or personnel or financial resource commitments of Offeror or proposed subcontractors to other projects.

By signing, the undersigned individual affirms and represents that he has the legal authority and capacity to sign and make this offer on behalf of, and has signed using that authority to legally bind **[INSERT OFFEROR NAME]** to the offer, and possesses the legal capacity to act on behalf of Offeror to execute a Contract with the State of New York. The aforementioned legal authority and capacity of the undersigned individual is affirmed by the enclosed Resolution of the Corporate Board of Directors of **[INSERT OFFEROR NAME]**.

_____
Signature
[INSERT OFFEROR NAME]
[INSERT TITLE]
[INSERT COMPANY NAME]

CORPORATE ACKNOWLEDGMENT

STATE OF }
:ss.:
COUNTY OF }

On the _____ day of _____in the year 20 __ , before me personally came: _____, to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in _____; that he/she/they is (are) _____ (the President or other officer or director or attorney in fact duly appointed) of _____, the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.

_____
Signature and Office of Person Taking Acknowledgment

PARTNERSHIP ACKNOWLEDGMENT

STATE OF }
:ss.:
COUNTY OF }

On the _____ day of _____ in the year 200__, before me personally came: _____ to me known, who, being by me duly sworn, did depose and say that he reside(s) in _____; that he is _____ (the General/Managing Partner or other officer or attorney in fact duly appointed) of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name and on behalf of said partnership as the act and deed of said partnership.

_____
Signature and Office of Person Taking Acknowledgment

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF }
:ss.:
COUNTY OF }

On the ____ day of _____in the year 20 __ , before me personally appeared: _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he resides at _____, Town of _____, County of _____ , State of _____ ; and that _he executed the foregoing instrument in his/her name and on his/her own behalf.

_____
Notary Public

MANDATORY INTENT TO BID

PROCUREMENT NAME: RFP #ITS-2015-005LM Rent Regulation System Modernization

Authorized Contact: _____
(Entity Contact Name)

Contact E-MAIL: _____

_____
(Contractor Name)

Intends to Submit Bid___

Will not be submitting Bid_____**For the following reason(s):**

_____

_____

Authorized Vendor Signatory:_____**(must be notarized)**

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

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

On the ____ day of _____ in the year 201_ before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he maintains an office in _____, and further that:

[Check One]

☐ **If an individual):** __he executed the foregoing instrument in his/her name and on his/her own behalf.

☐ **If a corporation):** _____ is the of , the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _____ is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _____ executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ **If a partnership):** _____ is the _____ of_____, the partnership described in said instrument; that, by the terms of said partnership, _____ is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _____ executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ **If a limited liability company):** _____ is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that _____ is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _____executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

_____
Notary Public
Registration No.

RETURN THIS PAGE AS PART OF Intent to Bid

Introduction

Goals and desired requirements for the Rent Regulation System are set forth in this document.

Business Goals

The HCR Rent Regulation System will enable HCR to accurately, efficiently and effectively administer and oversee the rent regulation programs within the State of New York and foster a system of compliance and self-regulation. This system will also provide the HCR Legal Unit the capability to track and manage their legal matters. As such, the objectives of the system are:

- Provide a more user-friendly web-based application to manage all rent regulation activities including registrations of units, case management and case processing
- Provide a user-friendly web-based application to manage all Legal Unit activities including logging legal matters, tracking court appearances and managing work allocations.
- Automate paper-based processes to reduce workload through automation
- Enable data analysis to monitor and respond to fraud and non-compliance matters
- Enable organization-wide performance management
- Provide management reports and response to queries
- Streamline internal communication through workflows and enhance data sharing with other Agencies
- Provide a platform for future requirements of the organization

The key benefits and outcomes to be derived from the system include:

- Replacement of the existing HUTS system and related databases
- Improved customer service and satisfaction for both landlords and tenants
- Reduced case processing times and faster response times that enable HCR to continue to meet their objectives with limited resources through increased productivity and efficiencies
- Multiple channels of communications and consistent user experience across channels
- Provide a more robust mechanism for accurately tracking, analyzing and reporting on data associated with rent regulation
- Provide a mechanism for accurately tracking, analyzing and reporting on data associated with the HCR Legal Unit

Functional Scope

- The business functions constitute the primary services that enable HCR to serve, and interact with, its core customers - Owners, Tenants, Housing Preservation and Development (HPD), New York State Unified Court System (OCA), and New York State Department of Taxation and Finance (TAX) Office of Real Property Tax Services. They also represent the primary services that enable data sharing with external agencies and systems: HPD, New York City Rent Guideline Board (RGB), New York City Independent Budget Office (IBO), New York City Department of Finance (DOF), New York City Department of Planning, NYC Department of Environmental Protection, TAX, Owner Rent Regulation Applications (ORRA) and ORA's automated forms available to tenants/owners via the HCR Internet.

Registration

Receiving submissions of initial, annual, vacancy decontrol, and amendment registrations for buildings and apartments is a primary function related to the administration of Rent Regulation in New York State. The system shall:

- Include functions to process Registration submissions, e.g., beginning notifications, tasks and workflows.
- Interact with the Owner Rent Regulation Applications (ORRA) system to upload registration data that is submitted via ORRA.
- Provide ability to log receipt of paper initial, annual, vacancy decontrol, amendment registrations for buildings and apartments.
- Provide ability to enter initial, annual, vacancy decontrol, amendment registrations for buildings and apartments as registered entities within the system.
- Provide the ability to handle multiple building registrations for a single registration year for different owners and to attach the respective apartment registrations to the correct owner's building registration.
- Provide ability to modify the registration information that is collected for a new year without impacting the registration information collected for previous years.
- Provide ability for authorized staff to delete building and apartment registrations that were entered in error or amend such registrations while maintaining information as originally entered.

Case Processing

The envisioned system would be required to manage and process cases related to the functions of the Office of Rent Administration, the Tenant Protection Unit and the HCR Legal Department. This would include entry of case information, docketing, workflow management, automation of activities, automation of calculations (where possible), closing and archiving of cases. Specifically, the system shall provide the following functionality:

1) Docketing – The system shall:

- Provide standardized functions to support the docketing of approximately 60 case types.
- Create a unique docket number for each case entered.
- Identify buildings and apartments associated with the case.
- Collect the owner name and address.
- Collect the owner and/or tenant representative name and address.
- Collect sub-classifications based on case type.
- Ability to relate newly docketed case to existing cases based on case type.
- Include generation of an acknowledgement notice to the party that filed the case and possible notifications to tenants, owners, managing agents, tenant/owner representatives depending on the case type.
- Provide means to collect additional information depending on the case type. For example, items replaced in a major capital improvement case, items not being maintained by the owner in an individual apartment, fee payments received, data used to create a rent calculation chart.
- Provide ability to modify any case information after the initial entry of the data.
- Provide ability for authorized staff to modify an apartment number/tenant name for an open case. Store event at the case level noting the change.
- Automatically assign cases based on case type to a specified bureau/unit, then staff based on current workload.

2) Case Events – The system shall:

- Have standardized process to track entry of actions (events) taken against a case.
- Allow events to be entered manually or be system generated.

- Event type, date, time, comments and user/process that created the event needs to be collected.

3) Case Inspections – The system shall:

- Provide standardized process for requesting and tracking inspections that need to be performed on buildings/apartments as necessitated by the case.
- Generate correspondence to the owner/tenant regarding the scheduling, rescheduling, cancellation of the inspection.
- Generate an email to the Inspections Unit when the case processor requests an inspection for the case.
- Automatically schedule inspections based on staff workloads and location of building/unit

4) Tracking of Legal Cases/Matters – The system shall:

- Provide ability for the HCR Legal Unit to log, assign and track SJR cases that are filed against underlying ORA docketed cases.
- Provide ability for the HCR Legal Unit to log, assign and track legal matters that are not filed against underlying ORA docketed cases.
- Provide ability to log, assign and track appeals cases that are filed against an underlying legal matter.
- Provide the ability to assign a case/legal matter to a single attorney or multiple attorneys.
- Provide standardized process to track entry of actions (events) taken against a legal matter.
- Provide means to collect additional information depending on the type of case or legal matter.
- Provide ability to modify any information after the initial entry of the data.
- Provide inquiry screens for users of the system to look at the legal matters and staff assignments .
- Provide ability to enter court appearances into a calendar and generate reminder notifications.

5) Freedom of Information Law (FOIL)/Subpoena Requests – The system shall:

- Provide the ability to log, assign, track and close FOIL/Subpoena requests from the public. Information collected includes but is not limited to: the requester name, address, phone number; who the requester is (owner, prospective owner, tenant, subtenant, etc.); date request is received; the building that the request is related to (if applicable to the request); what is being requested; court information for subpoena requests.
- Generate correspondence to requesters.
- Track money received for photocopies of records.
- Generate reports listing number, type of FOIL requests received, processed, charges, KPIs.
- The system shall be designed to prevent sharing of documents that are exempt from public disclosure.

6) Mediation Cases – The system shall:

- Provide the ability to log, assign, track and close mediation cases. These are complaints from tenants or owners where the participants have agreed to try to resolve the issue via mediation.
- Provide standardized process to track entry of actions (events) taken against a case.
- Provide ability to generate correspondence to the parties involved.

- Track the phone calls made or received for the mediation case.
- Generate management reports related to mediation cases.

7) Public Information – The system shall:

- Provide means to track the calls, walk-ins, correspondence received by staff by day and the type of request.
- Provide the ability to track the number of clients that were seen by staff by location.
- Generate management reports related to public information.

8) Central Records – The system shall:

- Provide ability for staff to request information from the Central Records Unit. Information requested includes but is not limited to: case files; copies of initial registration forms; copies of registration cards.
- Log the request, assign the request to a Central Records staff member and track the progress of the request.
- Allow the Central Records staff to create the next available box number for a specified case type. This box number will be used to denote where the paper documents for a case reside within Central Records when the paper documents are transferred from the processing unit to Central Records unit.
- Provide management reports related to Central Records.

9) Inquiry Functions – The system shall:

- Provide inquiry access for all building and apartment registration data, case data, HCR Legal Department data, FOIL/Subpoena data, Central Records request data, mediation case data.
- Allow data to be accessed by different search criteria – e.g., building id, owner name, tenant name, case docket number, etc.
- Allow supervisors to be able to inquire on cases assigned to subordinates.
- Allow staff to be able to inquire on cases assigned to them.
- Allow supervisors and staff to be able to inquire on their case workloads.
- Limit inquiry access via the Web for non-HCR staff.

10) Changes and Corrections – The system shall:

- Allow changes/corrections to existing case and registration data with a requirement for a higher access level.
- Provide ability for authorized staff to modify building identification numbers by changing all records in the system that have the old building identification number value to the new value. Store events noting the change of building id at the building level and at the case level
- Provide ability for authorized staff to modify the building identification number for a specific docketed case. Allow the linking of apartments attached to the case to the correct address occurrence under the new building identification number. Store event noting the change of building id at the case level.
- Provide ability for authorized staff to modify apartment numbers for a selected building identification number. Shall allow for a single registration year or for all registration years. Store event noting the change of apartment number at the apartment level and at the case level.
- Provide ability for authorized staff to add/change the relation of existing cases to one another.
- Provide ability for authorized staff to change all cases assigned to a specific staff person to a different staff person. Ability to further limit the cases transferred for the specific staff person

to a selected bureau, case type and/or case classification. The new staff person must have the proper security levels to process the cases being transferred. Store event at the case level noting the transfer.

- For a specified case, provide the ability for authorized staff to enter a missing filing date, modify the apartment status, modify the case type and/or classification, and modify the bureau the case is assigned to. Store event at the case level noting the change.
- Provide the ability for authorized staff to enter building information events for a specified building or an apartment within a specified building. These may include but are not limited to: building owner change, registration non-compliance, apartment status change, building id change, apartment history change.

11) End User Functionality – The system shall:

- Allow users to effectively interact with the program's core data assets on a unified platform.
- Provided user access of all key HCR datasets in one database repository.
- Allow user to access the web based reporting server remotely.
- Allow user to hyperlink to various case related documents.
- Automate all rent regulation process calculations.
- Conduct automated address validation and geocoding as users enter or update address information using the NYC Geosupport system or the NYS GIS Program Office Geocoding Services. (A planned enhancement for the NYS GIS Program Office Geocoding services is automatic use of NYC Geosupport geocoding for addresses in New York City).
- Automate system decision support functionality including triage for escalated email alerts for certain case types e.g., Emergency Apartment Decreased Service(s) cases.

12) Final Order – The system shall:

- Provide customized templates for each automated case type and determination. Authorized staff will have the ability to create and modify the templates.
- Provide all orders in a standard format.
- Support orders having digitized signature of the rent administrator in charge of the case type.
- Provide templates that allow the entry of additional data by rent examiners.
- Provide templates that automatically merge case data from the system.
- Provide a notification and approval function that allows the examiner to notify their supervisor that the case is ready for review, the ability for the supervisor to notify the examiner that changes need to be made, the ability for the supervisor to notify the rent administrator of the unit that the case is ready to be reviewed, the ability for the rent administrator to notify the supervisor that changes need to be made, the ability for the rent administrator to approve the generation of the order.
- Automatically generate orders for all recipients of the case determination: owners, managing agents, tenants, tenant representatives.
- Make copies of orders available in the Electronic Content Management system.
- Provide order generation status reports.
- Provide order generation process that has the necessary controls to provide proof of mailing.
- Have the ability to resend/reprint automated orders.

13) Index Values – The system shall:

- Automatically set index values when cases are closed.
- Allow manually entry of case index values.
- Provide online case index reports to the public.

- Provide authorized staff the ability to set index values that need to be collected by case type.

14) Batch Processing – The system shall:

- Process information entered by Rent Examiners: Generate Orders.
- Process information entered by Rent Examiners: Generate Notices.
- Process information entered by Rent Examiners: Update Case Status and Case Information.
- Process information entered by Rent Examiners: Transfer Cases.
- Process information entered by Rent Examiners: Index Cases.
- Process information entered by Rent Examiners: Produce Reports.
- Implement Registration processes: Load large annual registration submissions.
- Implement Registration processes: Produce Reports.
- System: Populate Data warehouse.
- System: Create data extracts of registration or case data.

Registration and Core Case Management

There are functions in the system that are shared by the Registration process and the Core Case Management Process.

1) Master File –The system shall:

- Provide a master file (apartment base) of the history of all regulated apartment units.
- Create a master file of all known apartment units from the existing registration and case data.
- Provide the ability to add/modify records.
- Collect information specific to the apartment including but not limited to the Rent Control Effective Date, Rent Stabilized Effective Date, Exempt Date, Exempt status, Apartment Street Address and AKA apartment designations, unit rehab/consolidations.
- Tie the master file creation process into the annual rent registration and case docketing processes to update the information accordingly.
- Support the annual NYC Finance billing.

2) Building Address Information – The system shall:

- Provide ability for authorized staff to add new building address information using a pre-assigned building identification number or have the system generate a new building identification number.

Core Case Management

More complex case types would require enhanced case management functionality that would enable the organization to adequately and appropriately manage these case types. This would include the ability to assign cases, actions, activities etc. Specifically, the system shall provide the following functionality:

1) Organizational Structure – The system shall:

- Maintain an Organizational Structure for all users of the system.
- Maintain an unlimited number of levels for the organization structure to manage staff, supervisors, managers and executive staff.
- Have the ability to assign roles, responsibilities and positions to users.

- Limit the views/screens and data that the user can access based on their roles, responsibilities and positions.

2) Dashboard – The system shall:

- Have the ability to configure and display process/performance dashboards.

3) Home Page – The system shall:

- Allow users to view their Home Page after logging in.
- Display information on the Home Page based on the organization, role and responsibility of the user.
- Allow the user to customize their Home Page.
- Have the ability to display dashboards on the Home Page.

4) Reference Tables – The system shall:

- Allow administrators to add and update records in reference tables.
- Allow deletion of items from reference tables that are not referenced.

5) Print – The system shall:

- Have web browser printing available to users to print an image of the current screen and include identifying information such as system date, system time and person logged in.

6) Case Management – The system shall:

- Provide staff the ability to review the history of tenant/owner's prior case submissions, complaints, requests and results/determinations.
- Maintain an audit trail of activities performed by users.
- Provide staff the ability to review the history of case activities.
- Be able to print all documents for a case at any given point (e.g., when a court request is made, when a case manager needs to review documents, etc.).

7) Profile – The system shall:

- Have the ability to capture key identifying information for a tenant/owner/building/apartment.
- Have the ability to associate tenants/owners/buildings/apartments and identify the type of relationship in the association.
- Have the ability to attach a start and end date to each relationship established in the system for tenants/owners.
- Utilize the user-defined case contact for all correspondence and communication.
- Have the ability to track updates to profile information via a historical audit trail.
- Track changes of relationships between tenants and owners via a historical audit trail.

8) Resources Management – The system shall:

- Provide the ability to manage all resources within the system.

9) System Search – The system shall:

- Have the ability to search for all resources in the system by various criteria.
- Have comprehensive search capability for all defined fields in all case management records.
- Have the ability to perform a sound-ex and/or sounds-like search.

10) Time Specifications – The system shall:

- Allow for the entry of time assuming a 24 hour clock format (i.e. military time - hh:mm:ss.tt).

11) Data Entry Specification – The system shall:

- Support spell checking of any free-form text entered.
- Require users to enter free-form text when "other" is selected in picklists.
- Have the ability to ensure that all required fields are populated and checked for appropriate values.

12) Address Specifications – The system shall:

- Standardize and store entered mailing addresses using the USPS address standard.
- Store the building location address separate from any postal mailing address.
- Standardize and store entered building location addresses using the NENA Civic Location Data Exchange (CLDXF) standard (http://www.nena.org/?NG911CLDXF)
- Geocode addresses using the NYC Geosupport system or the NYS GIS Program Office Geocoding Services (https://gis.ny.gov/gisdata/inventories/details.cfm?DSID=1278)
- Prompt users to confirm the address is correct if it was updated after geocoding and normalization.
- Report a new building location address to the NYS GIS Program Office for inclusion in the NYS Address Point database.

13) Policy Document – The system shall:

- Contain a link to access HCR policy documentation.

14) Archiving and Purging – The system shall:

- Provide staff the ability to archive case information. This historical information shall be moved from the production environment to an archived environment and remain accessible for historical analysis and reporting.
- Allow purging of data and documents based on policy and business rules.
- Present a listing of records to be purged for review prior to physically purging any information.
- Have configurable purge data specifications.

15) Forms/Questionnaires – The system shall:

- Pre-populate questionnaires and forms with available data.
- Determine questions on questionnaires / forms based on previous answers.
- Store complete forms, questionnaires, letters and other documents.
- Allow authorized users to retrieve, view and print the documents in their original form as they were created and stored.

16) System Specifications – The system shall:

- Maintain an audit trail of activities performed by users.
- Designate access rights to view the audit trail based on user role.
- Allow system administrators to view all audit trails.
- Not allow users to modify the audit trail records.

17) Appointment – The system shall:

- Be able to schedule/re-schedule appointments with a tenant/owner.

18) Workflows and Notifications – The system shall:

- Support work queues for all organizational departments, individual roles and pre-defined functions.
- Have the ability to use defined workflows to route work items to appropriate queue based on the work item type. As the work item progresses, the case would be enhanced/adjusted appropriately.
- Allow management to view the work list/queue for their units/users; understand the volume of that work and the rate of productivity in terms of processing the work.
- Expedite communications and standardize correspondence between workers through the automation of workflow.
- Provide an automated service delivery process to increase operational efficiency through electronic processing tools that help staff complete tasks in a timely manner, such as immediate access to case records.
- Provide the ability to generate tasks required for staff to coordinate standard case related activities including but not limited to notifications, scheduling/re-scheduling appointments, document checklists.
- Support workflow through tasks for specified functions within the system. HCR management and staff will be automatically notified of critical and non-critical events which will serve to facilitate the monitoring of all tenants/owners within active cases. HCR users must be able to reserve and/or assign tasks to themselves or other authorized staff.
- Allow authorized users to sort and filter their work lists/queues.
- Display basic data/descriptive information for each queue.
- Allow designated staff the ability to modify the rules that determine how a work queue operates.
- Support time-sensitive task assignment, including the ability to notify supervisors/managers for timely assignment or execution of tasks.
- Have the ability to prioritize tasks for critical incidents, time-sensitive events and actions.
- Provide supervisors and staff with the ability to categorize a task as a higher priority for immediate response.
- Have the ability to store historical tasks timeliness of completion statistics for trend and performance metric reporting.
- Allow the system administrator to be able to enable/disable notifications for users.
- Allow user defined tasks and workflow, directed to a specific user or group.
- Have the ability to identify and escalate overdue tasks.

Court Orders

The system shall be able to capture and manage court orders within the system and associate them with the appropriate tenant/owner cases and allow the agency's systems administrator to maintain the standard picklist of court order directives / activities through an administrative component. Specifically, the system shall provide the following functionality:

1) Case Outcome – The system shall:

- Have the ability to capture sentence or disposition type for a case outcome.
- Have the ability to capture final case outcomes.
- Associate final case outcomes to the applicable dockets.
- Have the ability to capture sentence or disposition date for a case outcome.

2) Security – The system shall:

- Provide the ability to restrict access to Court Order information based on user roles.

3) Scheduling – The system shall:

- Trigger a task to designated staff to review and resolve possible conflicts when multiple court appearances are scheduled on the same day.
- Support notifications to staff of upcoming court appointments.

4) Document Management – The system shall:

- Support the association of electronically captured or generated documents with a specific court order.
- Support the scanning and association of scanned court documents with a docket number.

5) Workflow and Notifications – The system shall:

- Have the ability to generate tasks and workflow to designated staff based on the directives / activities required by a court order.
- Have the ability to track court order progress through tasks originating from the receipt of an order. This will enable multiple units to complete and provide details necessary to facilitate completion of a court order.

Enterprise Content Management

Many cases handled by the HCR will involve the management of documents and correspondence. This could include a variety of formats such as email, letters, pictures, diagrams, court orders, etc. These documents could relate to a single case or multiple cases. The system requires the functionality to manage and store these documents to support the management and processing of cases. As such, the system shall have the ability to integrate with a web-based Electronic Content Management process and provide the ability to associate documents, whether electronically generated or scanned, to a case file. Specifically, the system shall provide the following functionality:

1) Document Migration

- Migrate existing document repository from Open Text Content Server to NYS Enterprise FileNet ECM.

2) Document Scanning – The system shall:

- Have the ability to allow staff to categorize documents identified for scanning.
- Have the ability to allow authorized users to scan documents.
- Have the ability for designated staff to approve documents that have been scanned into the system.
- Capture the following details for scanned documents:
  - Scanner location (configurable)
  - User ID (who scanned)
  - Date/Time

- Allow a scanned document to be re-assigned to other cases/legal matters within the system in the event of being assigned to an incorrect case.
- Initiate tasks to designated staff for review upon the re-assignment of a scanned document.
- Have the ability to associate a task with the scanned document that originated the creation of the task.
- Have the ability to allow batch scanning of multiple documents.

3) Document Indexing – The system shall:

- Have the ability to allow staff to record the key elements/attributes of the scanned document to help index the documents.
- Have the ability to support BATE Stamping.
- Maintain Document Categories and Document Types.
- Have the ability to allow the authorized user to update the Document Categories and Types as necessary.
- Provide the ability to utilize Optical Character Recognition when indexing documentation.
- Provide the ability to Bar-Code documents.
- Have the ability to record a reference value, which relates to the actual location of the original document.
- Allow a process to assess non-indexed documents.
- Allow authorized users to select, view and index documents in the queue.
- Allow authorized users to select, view and delete documents in the queue.

4) Workflow – The system shall:

- Have the ability to route a scanned document to a queue.
- Have the ability to allow the system administrator to define and maintain standardized multi-step workflows for incoming documents that are scanned into the system. This will support processes to review, associate and handle the documents.
- Have the ability to use defined workflows to route documents to appropriate queue based on the document type or other parameters.
- Have the ability to allow the operator of the scanner to select a workflow for a document from a picklist of standard workflows.
- Have the ability to create steps in standardized workflows that allow users to route documents to additional queues when required.
- Have the ability to allow users to attach documents to tasks generated within the system.
- Provide administrators the ability to grant users permission to override the assigned workflow, and send documents to other users, in an ad-hoc fashion.
- Allow users with appropriate security roles to override specific information during the workflow and Electronic Content Management process.
- Allow notifications to designated staff to be sent based on the document type scanned into the system.

5) Document Upload – The system shall:

- Provide the ability to import soft copy of documents received via email, fax and the Owner Rent Regulated Applications (ORRA) system.
- Have the ability to import soft copies of documents received in at least the following formats: Microsoft suite, JPEG, TIFF, PDF, and email (.TXT or .MSG).

- Provide the ability for an authorized user to upload and associate pictures and videos with a case/legal matter file.
- Provide the ability for authorized users to upload documents from a computer or network drive.

6) Security Access – The system shall:

- Provide the ability to allow users and groups of users, access to queues based on security roles.
- Provide restricted access to the documents based on the document type and security role of the user.
- Allow limited access to the documents within the case to defined users based on case status and other criteria.
- Allow authorized users to manage access privileges to documents based on type, category, and other parameters.
- Provide the ability to control access to view document types based on user role.

7) Document Repository – The system shall:

- Have the ability to maintain and add documents to a centralized State document repository that is controlled through secured role-based access.

8) Document Search – The system shall

- Provide the ability to search and filter documents using document metadata.

9) Document Status – The system shall:

- Have the ability to save "work in progress" documents that can be edited multiple times until final.
- Have the ability to associate a status (final, draft, etc.) with documents scanned into the system.
- Have the ability to allow notes to be classified by a pick list of standard types.

10) Document and Correspondence Creation and Generation – The system shall:

- Have the ability to generate documents used for mailed correspondence.
- Have the ability to generate forms and letters based on predefined templates and fill those forms with the data stored from within the system.
- Have the ability to allow user to select a form/letter for generation.
- Have the ability to allow user to generate a form/letter based on a workflow rule for the user to review and submit.
- Have the ability to allow users to fill in sections of the document during the time of generation.
- Have the ability to allow users to save documents during the process of generation.
- Have the ability to retrieve a previously system-generated document and use it to create a new document.
- Not allow previously saved final documents to be modified.
- Have the ability to select notes for placement on forms based on note type.
- Have the ability to record details of the document generation such as the user creating and/or modifying and date/time of creation/modification.
- Have the ability to save data used to produce a document, so as to enable users to reproduce the original copy of the document at a later time.
- Provide option to send correspondence via email, paper or both.

- Provide a standardized process for examiners to create notices/requests for additional information to a particular party involved with the case.
- Allow Examiners to be able to select boiler plate text and/or enter free form text and be able to assign a due date for the party's response.
- Automatically resend the notice if a response is not received by the due date.
- Provide ability to manually resend the notice if a response is not received by the due date
- Allow authorized staff to create boilerplate notices, set initial and late response periods and determine which case types will use the boilerplates.
- Make copies of notices available in the Document management system.
- Provide Tickler activity reports. When the examiners need more information for a case they create a tickler notice to the appropriate party of the case requesting the information. For each item requested on the tickler notice there is a due date for the response for that particular item and an indicator of whether a second notice will be sent if the party does not respond by the due date. Tickler activity reports list the tickler notices generated for a case, the number of tickler notices created by week and by type (first notice, final notice, acknowledgement notice, extension approved/denied), the cases where the tickler notice processing has been completed and case processing can resume.

11) Document Control – The system shall:

- Have the ability to support versioning of the documents/templates to enable the reproduction of the original document even after a template version changed.
- Allow documentation to be checked-in and checked-out of the system.

12) Audit – The system shall:

- Have the ability to associate a time/date and user with a document when it is interacted (e.g. viewed, edited, etc.) with by a user.

13) Support Paperless Process – The system shall:

- Position HCR to move to a paperless process, eliminating paper case files.
- Implement processes and procedures for scanning all incoming correspondence.
- Implement image-destroy policy.
- Implement retention periods for all stored documents.
- Implement policy for accessing electronic documents.
- Support handling electronic correspondence to/from owners, tenants, owner/tenant representatives.
- Provide proof of receipt of electronic correspondence.

14) Workflow for Case Triage – The system shall:

- Utilize automated web based workflows for case processing.
- Provide for full integration with New York State's enterprise Electronic Content Management system, FileNet.
- Provide optional batch workflow processing for cases
- Allow for workflow configuration at the unique task level.
- Provide a workflow simulation module that will be used for future workflow modifications and developments
- Provide an optional production mirror data set for workflow simulation
- Allow for role based testing and integrated test module reporting that will integrate with SSRS in a separate data cube.

- Allow for end user batch based simulation and testing.
- Integrate with ITS SQL Server existing reporting tools and Electronic Content Management system (FileNet) metadata elements.

Reporting

As with any mature government organization, the management of performance, outcomes, and resources requires regular and ad-hoc reporting. The system will be required to provide standard, customizable, and ad-hoc reporting as well as querying on a regular basis across various levels of the organization relating to a number of key metrics. These reports shall be provided on a timely basis and be adaptable to future requirements of the organization. The new system's reporting capability will duplicate the existing Report Distribution System (RDS) system capabilities. RDS will continue to operate and serve other systems once the new system commences production operations. Specifically, the system shall provide the following reporting functionality:

1) General – The system shall:

- Have the ability to generate standard executive, management, operational reports including case reports, registration reports and legal reports.
- Have the ability to create ad hoc reports and respond to queries.
- Have a management reporting dashboard that reflects key operational metrics from the real-time operational database.
- Have the ability to trigger reports for specific users through tasks and notifications.
- Support generation of reports from the real-time operational database.
- Provide users the ability to select field-level criteria for the creation of a report.
- Provide users the ability to enter, save, select, and modify computational formulas in the creation of reports.
- Provide the ability to view drill down reports.
- Have the ability to output reports for online review and in printer-friendly hardcopy versions.
- Have the ability to create reports with user-defined date ranges as selection criteria.
- Have the ability to limit access to generate reports based on defined user roles.
- Have the ability to limit access to create new reports based on defined user roles.
- Have the ability to limit access to save new reports based on defined user roles.
- Have the ability to limit access to delete reports based on defined user roles.
- Have the ability to limit access to modify reports based on define user roles.
- Allow authorized users to generate reports based on the alerts sent by the system.
- Support the generation of reports from data marts that are extracts, aggregations, and summarizations of data from the real-time operational database.
- Support limits on ad hoc reporting from the real-time operational database to minimize the performance impact.
- Be able to export reported data to PDF, CSV, and XLS formats.
- Have the ability to generate reports based on a variety of selection criteria already defined in the system.
- Have the ability to create system-generated reports that are generated at a predefined timeframe.
- Ability to create system-generated reports and automatically issue to identified users via email.
- Create a solution that encompasses all HUTS reporting capabilities. The functionality will duplicate the existing RDS functionality. Note: RDS will continue to serve other systems once the new system is operational.

- Include dashboards / scorecard tools and analytical reports that will be accessible via SharePoint. Reports will include functionality for dynamic public facing reports

2) Rent Regulation Transparency – The system shall:

- Enable increased Rent Regulation transparency by consolidating data that is needed for Freedom of Information Law (FOIL) requests.
- Facilitate the utilization of dynamic portals for report access and application access for internal and external audiences.
- Report on Counts of rent regulated apartments, registrations, cases (active and inactive)
- Report on % of rent regulated apartments by, county, zip code, community area, etc.
- Report on rent violations.
- Report on case statuses.
- Report on rent case processing times.
- Report on trends in Affordable Housing.
- Report on Rent Registration Compliance by county, zip code, community area, etc.
- Provide mailing list functionality for automatic case updates and HCR Rent Regulations updates.
- Generate reports for filtered data: volume, occupancy, speed of case processing, etc.
- Integrate with the existing HCR Rent Inquiry phone system: Rent Info Line.

3) Enterprise Level Overview – The system shall:

- Provide daily staff activity logs.
- Provide Program Area level reports.
- Provide Bureau level reports (by Bureau).
- Provide Unit level reports (by Unit).
- Provide Team level reports (by Supervisor).
- Provide Location level reports (by HCR site).
- Provide Employee level reports (by case or function).
- Provide Current Status Report of overall HCR productivity vs. predetermined KPI standards.
- Provide reports on KPI at the same levels as listed in Program Area level reports, Bureau level reports (by Bureau), Unit level reports (by Unit), Team level reports (by Supervisor), and Location level reports (by HCR site).
- Provide Inspector daily activity status reports.
- Provide End-of-Day Report for various rent case processing types.
- Provide Chronological and Daily Log of any system or module Failures.

4) Types of reports – The system shall include, but not be limited to, reports in the following subject areas:

- Case
- Registration
- Management
- Correspondence
- Building
- User

Data Warehousing and Data Analytics

The system will be required to store aggregated data relating to cases. This data will be used in the processing of cases, the review and quality assurance of cases and their outcomes, as well as to provide data for analytics. The system shall be capable of enabling the analytics of datasets in existing and common formats. The system will specifically provide the following functionality:

1) General – The system shall:

- Create a functional data warehouse that contains legacy HUTS, the new system's data and external data sources that is refreshed periodically to keep the data current.
- Leverage the existing HCR relational database management systems infrastructure that is currently in its initial usage stage.
- Provide data cube(s) along with specific data marts for different programs.
- Utilize XML interfaces, as much as possible, and support other technologies like APIs and Flat Files to link to other external databases.
- Validate all data submitted to the data warehouse.
- Provide an automated data cleansing tool for rent data and addresses.

2) Fraud Detection and Predictive Analysis – The system shall:

- Provide a role based customizable predictive analytics module.
- Provide real-time XML import functionality, as much as possible, and support other techniques like APIs and Flat Flies to import data from designated shared external data sources
- Use SharePoint to provide a link to dashboards for HCR generated using the data warehouse data.

3) Security and Access Control – The system shall:

- Provide security and role-based access control to data warehouse functionality.

4) Data warehouse interfaces – The system shall interface with:

- NYC Department of Environmental Protection for Water and Sewage data.
- NYC Department of Finance for assessed valuation data and other data as deemed necessary for data analytics.
- NYC Department of Housing Preservation and Development for 421-A and J-51 financed building data.
- NYC Rent Guidelines Board for annual heating oil survey data and other data as deemed necessary for data analytics.
- NYC Department of Buildings for data as deemed necessary for data analytics.
- NYS Energy Research and Development Authority (NYSERDA) for fuel data.
- NYS Department of Tax and Finance for data as deemed necessary for data analytics.
- Data from utility companies/vendors, e.g., Con Edison, National Grid, for fuel price data.
- NYU Furman Center for data as deemed necessary for data analytics.

Note: This list may not be all inclusive of the interface needs of HCR

Open Data

The system must provide an ability to import and extract data in multiple machine readable formats to allow data to be easily retrieved, downloaded, indexed, and searched.

GIS Mapping

The system shall:

- Provide interactive mapping implemented using the State's existing Esri GIS environment or an open source GIS alternative that is compatible with the State's existing GIS environment. The interactive map shall include, at a minimum, the following functionality and tools:
  - Pan and zoom
  - Identify features
  - Print current screen
  - Find and zoom to a building, place/neighborhood, or feature

  Layers on the interactive map include, but are not limited to:
  - Rent regulated buildings
  - City, state and federal legislative districts
  - Other spatial datasets supporting rent regulation
- Leverage the State's forthcoming shared Geographic Information System (GIS) services platform for standard and authoritative spatial data and geoprocessing capabilities.
- Provide a current, high quality base map equivalent to the industry standards from Google, Bing or Esri.
- Provide preset views (e.g. statewide, region, default) and allow the user to save bookmark views of areas of interest.
- Allow authorized users to configure symbology and label properties for any layer in the interactive map.
- Provide user pre-defined information on "mouse-over" providing more information about a building / address attributes.
- Provide a map legend and layer list that depicts all layers included in the interactive map and allows the user to toggle the visibility of any map layer.
- Based on the building location generated by the address geocoding process, the system shall be capable of collecting and storing appropriate civil, municipal, legislative, or administrative boundaries including, but not limited to:
  - County
  - City or Town
  - Village
  - County Legislative Districts
  - New York City Legislative Districts
  - US Congressional District
  - NY Senate District
  - NY Assembly District

  The State's GIS environment will provide REST APIs to access this information based on a provided coordinate location.

External Interfaces

The system shall interface with:

- New York City Department of Housing Preservation and Development (HPD).
- New York City Rent Guideline Board (RGB).
- New York City Independent Budget Office (IBO).
- New York City Department of Finance (DOF).
- New York City Department of City Planning (DCP).
- New York City Department of Environmental Protection.
- New York City Department of Buildings (DOB).
- New York State Unified Court System – eCourts, eTrack
- New York State Department of Taxation and Finance (TAX).
- New York State Energy Research and Development Authority (NYSERDA).
- U.S. Department of Housing and Urban Development (HUD)
- Existing HCR systems
- Utility companies/vendors, e.g., Con Edison, National Grid.
- NYU Furman Center.

Note: This list may not be all inclusive of the interface needs of HCR

Attachment L - Cost Proposal
RFP #: ITS-2015-005LM
Rent Regulation System Modernization

COST PROPOSAL WORKBOOK
Instructions

Bidder Name:

NOTES for all Pricing Spreadsheets

When completing the spreadsheet, Bidders should follow these instructions:
The one-time and recurring costs the Bidder provides within the Cost Proposal must include ANY AND ALL one-time and recurring fees, charges or costs for the duration of the contract, including :
> All direct and indirect costs, as well as all overhead, fees, and profit, including, but not limited to:
>> labor, parts, shipping, material and equipment cost;
>> emergency work; maintenance services as specified herein;
>> repairs and replacement of major or minor parts as necessary;
>> administrative, reporting or other requirements, overhead costs, and profit;
>> travel costs, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc.; and
>> services not explicitly stated in these specifications, but necessarily attendant thereto as applicable to the associated item for which the rate/fee is being quoted.

If a Bidder indicates compliance with a requirement in the RFP, the costs related to that requirement must be included in the Cost Proposal.

Terminology used in the pricing spreadsheets for products and services must be consistent with the terminology used in the rest of the response.

All worksheets must be completed in order for the response to be considered complete.

Bidder should not make entries in colored cells.

Changes should not be made to the spreadsheet format or formulas, but the Bidder may attach additional worksheets to explain its pricing.

Bidder Address:

Bidder's Authorized Representative:

Print name _____ Title _____

Signature _____ Date _____

Attachment L - Cost Proposal
RFP #: ITS-2015-005LM
Rent Regulation System Modernization
(Note: this itemized pricing of deliverables is not to be construed as a payment schedule. A payment schedule will be negotiated on contract award)

Bidder Name:

	Deliverable Name	Deliverable Type	Price
	Planning		
1	Deliverable Expectation Documents (DED)	Document	
2	Project Management Plan	Document	
3	Implementation Plan	Document	
4	Knowledge Transfer Plan	Document	
	Analysis and Design		
5	Experience Design Discovery Deliverables	Document	
6	Detailed Functional Requirements Document Deliverable	Document	
7	Business Rules Deliverable	Document	
8	Detailed Functional Design Deliverable	Document	
9	Technical Solution Architecture Deliverable	Document	
	Test Planning		
10	Quality Assurance Plan	Document	
11	Plan for Testing Activities	Document	
12	System Capacity Plan (Development, Test, Training and UAT)	Document	
13	Development, Training, Test and UAT Environments Installation and Configuration	Activity/Milestone	
14	User Acceptance Test Plan	Document	
15	Usability Test Plan	Document	
16	Configuration Management Plan	Document	
17	Change Management Plan	Document	
	Go Live Planning and Preparation		
18	Training Plan	Document	
19	Data Conversion and Conversion Testing Plan	Document	
20	System Capacity Plan (Staging/QA and Production)		
21	Staging/QA and Production Environments Installation and Configuration		
22	Rollout plan	Document	
23	Operations Support and Maintenance Plan	Document	
24	Plan for resolution of all defects other than critical and major defects	Document	
25	User Manual	Document	
26	Operations Support and Maintenance Manual	Document	
	Data Conversion and Testing		
27	Execution and Completion of Data Conversion and Bridging, as appropriate	Activity/Milestone	
28	Completion of all Testing including User Acceptance Testing	Activity/Milestone	
29	Test Results	Document/Test Management Database	
30	Resolution of all critical and major defects	Activity/Milestone	
	Go Live		
31	Completion of Pilot	Activity/Milestone	
32	Cutover of New System	Activity/Milestone	
33	Completion of Organizational Change Management, Knowledge Transfer and Training Activities	Activity/Milestone	
	Post-Go Live Support		
34	Resolution of all defects identified prior to Go Live and identified 180 days after Go Live	Activity/Milestone	
35	Plan for resolving defects identified after 180 days of Go Live	Document	
			$ -

Attachment L - Cost Proposal
RFP #: ITS-2015-005LM
Rent Regulation System Modernization

Pricing Summary

Bidder Name:

	Relevant RFP Section	Fixed Price Cost *
Deliverable Itemization		
Deliverables (total from "Deliverable Itemization")	**Section 9.6**	**$ -**
Total Deployment		**$ -**

		Contract Year 1	Contract Year 2	Conract Year 3	Conract Year 4	Conract Year 5
Ongoing Services - Maintainenance and Support for Rent Regulation System	**Relevant RFP Section**	**See + below**	**Fixed Price Cost ***	**Fixed Price Cost ***	**Fixed Price Cost ***	**Fixed Price Cost ***
	Section 9.5					
Support		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

	Relevant RFP Section	
System Change Management - Total for 5 Year Period	**Section 9.8**	$ -

Costs of Proposed Software not included in Attachment K (if any)	Relevant RFP Section	
	Section 15.1	$ -

Total Cost Proposed (5 Year)	$ -

Instructions:

* The fixed-price costs the Bidder provides within the Price Proposal must include ANY AND ALL one-time and recurring fees, charges or costs for the duration of the contract, including :
> All direct and indirect costs, as well as all overhead, fees, and profit, including, but not limited to:
>> labor, parts, shipping, material and equipment cost;
>> maintenance services as specified herein;
>> administrative, reporting or other requirements, overhead costs, and profit;
>> travel costs, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc.; and
>> services not explicitly stated in these specifications, but necessarily attendant thereto as applicable to the associated item for which the rate/fee is being quoted.

+ It is assumed that Go-Live and the 180 days of Post-Go-Live support will result in Maintenance and support occuring no earlier than Contract Year 2. Bidders should determine when the Post-Go-Live period is expected to end and pro-rate the amount of Maintenance & Support required for Contract Year 2 accordingly.

Attachment L - Cost Proposal
RFP #: ITS-2015-005LM
Rent Regulation System Modernization

Fully Loaded Rates - for System Change Management Tasks

Bidder Name:

Job Categories	Fully Loaded Hourly Rate	Projected Hours for Duration of Contract	Total Amount
Project Manager		400	$0
Senior Business Analyst		400	$0
Business Analyst		400	$0
Senior Developer		800	$0
Developer		800	$0
QA/Tester		800	$0
Database Administrator		80	$0
Technical Architect		80	$0
Trainer		120	$0
Technical Writer		120	$0
		Total	$0

Notes:

- Job Categories and experience levels listed above are described in the Job Category Definitions tab.
- Rates for contract years 2 through 5 may be adjusted annually by the CPI-U or 1.5%, whichever is lower, subject to current market conditions.
- Projected hours are for evaluation purposes - actual utilization of those hours may vary

Attachment L - Cost Proposal
RFP #: ITS-2015-005LM
Rent Regulation System Modernization
Costs of Proposed Software not included in Attachment K

Bidder Name:

If the bidder is proposing software that is not included in the description provided in Attachment K they must itemize the costs ot such software herein.

Item #	Product/Module Name	Version	Product Description /Purpose	Related Requirement or Task Identifier	Qty	Unit Cost	One Time Cost	# Years of Maintenance	Annual Cost of Maintenance	Total Cost of Maintenance	Total Cost
example 1	WizBang Solution	v6	Base package	See RFQ	1	$5,000	$5,000	4	$500	$2,000	$7,000
1							$0		$0	$0	$0
2							$0		$0	$0	$0
3							$0		$0	$0	$0
4							$0		$0	$0	$0
5							$0		$0	$0	$0
6							$0		$0	$0	$0
7							$0		$0	$0	$0
8							$0		$0	$0	$0
9							$0		$0	$0	$0
10							$0		$0	$0	$0
11							$0		$0	$0	$0
12							$0		$0	$0	$0
13							$0		$0	$0	$0
14							$0		$0	$0	$0
15							$0		$0	$0	$0
16							$0		$0	$0	$0
17							$0		$0	$0	$0
18							$0		$0	$0	$0
19							$0		$0	$0	$0
20							$0		$0	$0	$0
						Totals	**$0**			**$0**	**$0**

Attachment L - Cost Proposal
RFP #: ITS-2015-005LM
Rent Regulation System Modernization

Prescribed Job Categories

Senior Business Analyst	- Manages small to medium-scale business analysis work or projects with distinct deliverables to a solution - More than 6 years of cumulative, relevant experience working for a client similar in size and complexity to DHCR.
Business Analyst	- Manages small to medium-scale business analysis work or projects with distinct deliverables to a solution - More than 4 years of cumulative, relevant experience working for a client similar in size and complexity to DHCR.
Project Manager	- Overseeing projects comprised of multiple deliverables - Delegating and coordinating of tasks - Project status, meetings, scope changes, issues
QA/ Tester	- Develops and maintains user and technical documentation and project process documentation for Application Teams - Understand the user's view of applications and /or technology and are able to put procedures in a logical sequence
Trainer	- Develops and maintains training materials - Deliverrs in-person and remote trainings
Senior Developer	- Analysis, design, coding, component and assembly testing of all application code owned by the Application Team - Maintenance (including production support), enhancement and development work - Write application software, data analysis, data access, data structures, data manipulation, databases, design, programming, testing and implementation, technical and user documentation, software conversions - More than 6 years of cumulative, relevant experience working for a client similar in size and complexity to DHCR.
Developer	- Analysis, design, coding, component and assembly testing of all application code owned by the Application Team - Maintenance (including production support), enhancement and development work - Write application software, data analysis, data access, data structures, data manipulation, databases, design, programming, testing and implementation, technical and user documentation, software conversions - More than 4 years of cumulative, relevant experience working for a client similar in size and complexity to DHCR.
Technical Architect	- Technical expert centered around a technology, technologies or a portfolio of applications - Designing and implementing Information Technology solutions
Technical Writer	- Translates technical information into clear, readable documents to be used by technical and non-technical personnel - Develop and/or maintain the following types of documentation: system documentation; user manuals; installation guides; computer operations and program maintenance manuals; plans for training, testing, quality assurance, and contingency operations; and backup, recovery and restart procedures; technical writing for proposals, presentations, standard operating procedures (SOP), policies and procedures as well as reports - Edits functional descriptions, system specifications, user manuals, special reports, or any other customer deliverables and documents
Database Administrator	- Responsible for data analysis and database management - Maintenance, enhancement, designing of data dictionaries, physical and logical database models, and performance tuning

Note:
- Vendors should cross-reference these titles with their own internal title structure.

RFP #ITS-2015-005LM - ITS Rent Regulation System Modernization

Attachment V - Inquiries Template

Company, Contact Name & Phone Number	

List your inquiries about the ITS Rent Regulation System Modernization RFP using the format below. All inquiries will be answered and posted at the URL listed on the Cover Page of this RFP. Please be clear with your inquiry(s) and list the applicable RFP document name and section number which your inquiry refers to. If your inquiry does not refer to a particular RFP Section then list it as "General". Submit as Excel Document -- DO NOT PDF. Submit to: its.sm.ITS_BIDS@its.ny.gov and reference RFP#ITS-2015-005LM in subject line of e-mail.

RFP Section Name	Section Number	Inquiry	Date and Time

Termination and Transition Plan

New York State Office of Information Technology Services

Contract #C000458

Pursuant to Appendix C, Section 1.22, *Transition*, of RFP #ITS-2015-005LM, incorporated into Contract #C000458 (the "Contract") between the New York State Office of Information Technology Services ("ITS" or the "State") and Accenture LLP ("Accenture") (hereinafter, referred to collectively as the "Parties"), the Parties hereby agree to the following Termination and Transition Plan ("Agreement"):

A. LEGAL AND FINANCIAL TRANSITION SERVICES

1. ITS hereby revokes the Notice of Material Breach letter dated February 23, 2018, and the Termination for Cause letter dated April 27, 2018. ITS hereby terminates the Contract for convenience pursuant to Section 1.21 of Attachment C – Standard Contract Clauses of the Contract. Accenture hereby waives any right to advance notice for such termination. The Parties agree that no further work shall be performed pursuant to the Contract other than specifically agreed herein , and that Accenture shall not be owed any monies for services except as agreed herein. The Parties acknowledge that this Agreement is intended to resolve the disputes in connection with the Contract and does not constitute, and shall not be construed as an admission of liability by any Party with respect to any such disputes.
2. Accenture shall refund all monies paid by the State pursuant to the Contract in the amount of $4,811,796. Such refund shall be made as soon as possible, but in no case later than thirty (30) calendar days of the last signature of this Agreement, by check or wire.
3. Accenture hereby waives any and all rights or claims to any paid or unpaid monies it may currently be owed for deliverables or other work performed pursuant to the Contract.
4. Accenture hereby provides the State a service credit of $250,000 (the "Credit") to be used for any Billable Transition Services agreed to pursuant to this Agreement.
5. Accenture hereby certifies that it has released or revoked any and all agreements that would prevent ITS from hiring Accenture subcontractors on any future projects related to the scope of the Contract. ITS is not required to hire any such subcontractors. Accenture shall hold ITS harmless as to any claims from subcontractors with regard to any and all agreements related to the Contract.
6. In the event that the full sum of the credit is not used for Billable Transition Services, the balance of the Credit shall be paid to the State in accordance with Section C of this Agreement.
7. Each of the Parties, on behalf of itself and any and all past and present agents, contractors, agencies (including for ITS and for the Division of Housing and Community Renewal ("DHCR")), associates, stockholders, affiliates, directors and employees, hereby fully and finally releases and discharges the other Party and its past and present agents, contractors, agencies associates, stockholders, affiliates, directors, and employees, and all persons and entities acting with any of the foregoing from any and all claims (including for ITS, any process of determining Vendor non-responsibility against Accenture), liabilities, and damages, known or unknown, which in any way arise out of the Contract. This Section 7 may be pled as a full and complete defense to any such action, proceeding or process, as a basis for abatement of, or injunction against such action.

B. NONBILLABLE TRANSITION SERVICES

Accenture may not bill the State for the following Transition Services:

1. Accenture shall provide the State all work in progress on any deliverables, whether completed or incomplete.
2. Accenture shall provide to the State all documentation created pursuant to the Contract, whether complete or incomplete, including but not limited to the Overcharge Detailed Functional Design Document, the Phase 1 ROCT system design and application support documentation, and the ROCT Phase 1 instructional documents.
3. Upon request, Accenture shall provide to the State a list of any completed deliverables or documentation previously provided.
4. Accenture shall return or destroy all documents and materials provided to Accenture by the State. The State shall determine whether such documents shall be destroyed or returned. Such documents include, but are not limited to, documents related to Detailed Functional Design preparation and review, Fjord sessions, conference room pilots, and all requirements gathering sessions.
5. Items 1-4 above shall be completed within ten (10) business days of the last signature of this Agreement, except where otherwise specifically agreed to by the State and Accenture.

C. BILLABLE TRANSITION SERVICES

1. Accenture and the State may agree, in writing, to additional Billable Transition Services to be provided pursuant to this Agreement, including but not limited to creating or completing documentation, continued work on deliverables, or other products and services within the Scope of the Contract or this Agreement. Accenture shall be entitled to bill the State for any such services at the rates established in the Contract. The Parties shall document the scope and duration of such Billable Transition Services within ten (10) business days of the last signature of this Agreement in a separate mutually agreed upon statement of work and such statement of work shall reflect the available Credit. If the Parties fail to mutually agree upon an appropriate statement of work upon expiration of the foregoing timeframe, Accenture shall make payment to ITS in the amount of the unused Credit no later than thirty (30) calendar days from the last signature of this Agreement.
2. The State may apply the Credit provided by Accenture pursuant to Section 1 of this Agreement to any and all Billable Transition Services.
3. If there is an amount of the Credit which remains unused upon expiration of the Billable Transition Services statement of work entered into pursuant to Section C(1) of this Agreement, Accenture shall make payment to ITS by check in the amount of the unused Credit amounts no later than thirty (30) calendar days from the expiration of such statement of work.
4. Accenture shall have no other or remaining obligations for any transition or other services or activities in connection with the Contract or this Agreement.

ITS shall be responsible for, and shall provide for, DHCR's compliance with the terms of this Agreement.

IN WITNESS THEREOF, the Parties hereto have executed this Termination and Transition Plan as of the dates appearing under their signatures.

Accenture LLP

By: _____

Print Name: Deborah Snyder

Title: Managing Director

Date: 7/2/18

NYS Office of Information Technology Services

By: _____

Print Name: Karen Geduldig

Title: Exec. Deputy CIO

Date: 7/9/18

State Agency Certification: "In addition to the acceptance of this Termination and Transition Plan, I also certify that original copies of this signature page will be attached to all other exact copies of this Settlement Agreement and Transition Plan."

STATE OF New York)
) SS.:
COUNTY OF New York)

On this 2nd day of July, in the year 2018, before me personally appeared Deborah Snyder, to me known and known to me to be the person who is the Managing Director of Accenture, the organization described in and which executed the above instrument; and that he/she has the authority to sign on behalf of said organization; and that he/she executed the foregoing agreement for and on behalf of said organization.

NOTARY PUBLIC

AUGUSTO MADERA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6366602
Qualified In New York County
My Commission Expires 10-30-2021