



Corrections and Community Supervision

NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION
THE HARRIMAN STATE CAMPUS, 1220 WASHINGTON AVENUE
ALBANY, NEW YORK 12226-2050

MINI-BID # 2018-03

ENTERPRISE ASSET MANAGEMENT SYSTEM

CONTRACT CATEGORY: PROJECT BASED INFORMATION TECHNOLOGY CONSULTING SERVICES
GROUP: 73600 AWARD NUMBER: 22772
FIXED-PRICE BASIS ONLY
LOT #2

DESIGNATED CONTACTS

Primary Contact: **Linda Mitchell**

Secondary Contact: **Frank Arpey**

E-mail address: linda.mitchell@doocs.ny.gov

E-mail address: frank.arpey@doocs.ny.gov

Authorized User shall indicate if Procurement Lobbying Law/Restricted Period is in effect: **Yes**
Where Procurement Lobbying Law is deemed applicable by the Authorized User, by signing, Contractor affirms that it understands and agrees to comply with the Authorized User's policies and procedures relative to permissible contacts. Information may be accessed at: Procurement Lobbying: <http://www.oqs.ny.gov/aboutOqs/regulations/defaultAdvisoryCouncil.html>

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

LINDA MITCHELL, CONTRACT MANAGEMENT SPECIALIST 2
NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION
DIVISION OF SUPPORT OPERATIONS/CONTRACT PROCUREMENT UNIT
550 BROADWAY
MENANDS, NEW YORK 12204

CONTRACT TERM, EXTENSIONS AND NO COST CHANGE REQUESTS/ENHANCEMENTS

Tentative Start Date mid-January 2019 through 24 Months

Authorized User's Maximum Enhancement Budget Allowable Percentage 10%
This figure is applied after the negotiations with Tentative Awardee and should not be included with the Contractor's submission in response to this document.

MWBE GOALS, UTILIZATION AND STAFFING PLANS

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN ON NEW YORK STATE AGENCY AND AUTHORITY (as defined in New York State Executive Law §310 and hereinafter referred to as "State Agency") **MINI-BIDS**

POLICY STATEMENT

The **NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION** as part of its responsibility, recognizes the need to promote the employment of minority group members and women and to ensure that certified minority- and women-owned business enterprises have opportunities for maximum feasible participation in the performance of State Agency Authorized User Agreements.

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

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

By submission of response to this Mini-Bid, the Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The Bidder further agrees to submit with the Mini-Bid response, a staffing plan on Form **NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION** identifying the anticipated work force to be utilized on the State Agency Authorized User Agreement and if awarded a State Agency Authorized User Agreement, will submit to **NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION** upon request, a workforce utilization report on form, identifying the **NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION** workforce actually utilized on the State Agency Authorized User Agreement, if known..

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

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

For purposes of this State Agency Authorized User Agreement, **NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION** hereby establishes a goal of **15%** for minority-owned business enterprises (MBEs) participation and **15%** for women-owned business enterprises (WBEs) participation (collectively referred to as MWBEs) for a total State Agency Authorized User Agreement MWBE goal of **30%**. The total State Agency Authorized User Agreement goal can be obtained by utilizing any combination of MBE and /or WBE participation for subcontracting and supplies acquired under this State Agency Authorized User Agreement. The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com/frontend/diversityusers.asp>.

Pursuant to 5 NYCRR § 142.8, a Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this State Agency Authorized User Agreement and ensure that the MWBEs utilized under the State Agency Authorized User Agreement perform commercially useful functions. Contractor agrees that **NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION** may withhold payment pending receipt of the required MWBE documentation.

Pursuant to 5 NYCRR § 140.1(f), a MWBE performs a commercially useful function when it is responsible for execution of the work of the State Agency Authorized User Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, a MWBE must, where applicable and in accordance with any State Agency specifications, also be responsible, with respect to materials and supplies used on the State Agency Authorized User Agreement, for ordering and negotiating price, determining quality and quantity and installing. A MWBE does not perform a commercially useful function if its role adds no substantive value and is limited to that of an extra participant in a transaction, State Agency Authorized User Agreement, or project through which funds are passed in order to obtain the appearance of participation. **NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION** will assess whether a MWBE is performing a commercially useful function by considering the following:

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

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

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

A. Contractors are required to submit a Utilization Plan on Form **NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION** with the Mini-Bid response. The Utilization Plan shall list the MWBEs the Contractor intends to use to perform the State Agency Authorized User Agreement, a description of the Commercially Useful Function the Contractor intends the MWBE to perform to meet the goals on the State Agency Authorized User Agreement, the estimated or, if known, actual dollar amounts to be paid to a MWBE and performance dates of each component of a State Agency Authorized User Agreement that the Contractor intends to be performed by a MWBE. By signing the Utilization Plan, the Contractor acknowledges that the utilization of MWBEs that do not perform commercially useful functions may not be counted as meeting the MWBE goals of the State Agency Authorized User Agreement; and, that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a State Agency Authorized User Agreement for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by NYS certified MWBEs after the Award of the State Agency Authorized User Agreement and during the term of the State Agency Authorized User Agreement must be reported on a revised MWBE Utilization Plan and submitted to **NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION**.

B. **NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION** will review the submitted MWBE Utilization Plan and advise the Contractor of acceptance or issue a notice of deficiency within twenty (20) days of receipt.

C. If a notice of deficiency is issued; Contractor agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to **NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION** a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by **NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION** to be inadequate, **NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION** shall notify the Contractor and direct the Contractor to submit, within five (5) business days of notification by a request for a partial or total waiver of MWBE participation goals on Form **MWBE 102 (Rev 7/15)**. Failure to file the waiver form in a timely manner may be grounds for disqualification of the Mini-Bid response **NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION**.

D. **NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION** may disqualify a Contractor as being non-responsive under the following circumstances:

- a) If a Contractor fails to submit a MWBE Utilization Plan;
- b) If a Contractor fails to submit a written remedy to a notice of deficiency;
- c) If a Contractor fails to submit a request for waiver; or
- d) If **NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION** determines that the Contractor has failed to document good faith efforts.

A Contractor who documents good faith efforts to meet the goal requirements may submit a request for a partial or total waiver on Form **NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION** at the same time it submits its MWBE Utilization Plan. If a request for waiver is submitted with the MWBE Utilization Plan and is not accepted by **NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION** at that time, the provisions of clauses B-D above, will apply.

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

E. Quarterly MWBE Contractor Compliance Report

Contractors are required to report Monthly MWBE Contractor Compliance to **NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION** during the term of the State Agency Authorized User Agreement for the preceding month's activity, documenting progress made towards achievement of the State Agency Authorized User Agreement MWBE goals. **NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION** requests that all Contractors use the New York State Contract System (NYSCS) to report subcontractor and supplier payments made by Contractor to MWBEs performing commercially useful functions under the State Agency Authorized User Agreement. The NYSCS may be accessed at <https://ny.newnycontracts.com/>. This is a New York State-based system that all State agencies and authorities will be implementing to ensure uniform contract compliance reporting throughout New York State. If a Contractor is unable to report MWBE Contractor Compliance via the NYSCS, Contractor must submit a Quarterly MWBE Contractor Compliance Report on Form MWBE 101 (Rev 7/15) to **NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION**. More information about the NYSCS will be provided if Contractor is awarded a State Agency Authorized User Agreement.

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

ALL FORMS ARE AVAILABLE AT: <http://www.doccs.ny.gov/RFPs/rfps.html>

PARTICIPATION OPPORTUNITY FOR NYS CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESS

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service- Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. NYS DOCCS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of NYS DOCCS contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, NYS DOCCS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/> Bidder/Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

BEST VALUE AWARD METHODOLOGY

1.1 EVALUATION METHODOLOGY

The evaluation process will be conducted in a comprehensive and impartial manner. Proposals shall consist of four (4) separate parts: (1) an Administrative Proposal, (2) a Technical Proposal, (3) a Diversity Practices Questionnaire and (4) a Financial Proposal. Each component shall be evaluated separately and independently in accordance with the bid as further described below. The relative weights of each part of the Proposal are as follows:

- Administrative Proposal: Pass/Fail
- Technical Proposal: If a bidder proceeds past the Technical Minimum Bidder Qualifications Pass/Fail evaluation, they will proceed to the qualitative evaluation which will consist of 65 Points for the Technical Written Proposal Evaluation
- Diversity Practices: 5 points
- Financial Proposal: 30 Points

1.1.1 Administrative Proposal Completeness Review (Pass/Fail)

All Proposals that are received in a timely manner will be reviewed to determine if they meet the proposal submission requirements. After the Proposal opening, each proposal will be screened for completeness and conformance with the bid requirements. Proposals that do not meet the bid requirements may be deemed non-responsive, removed from further consideration, and the Bidder notified accordingly. Proposals that pass will proceed for evaluation.

1.1.2 Technical Proposal Evaluation

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

- Minimum Bidder Qualifications Evaluation (Pass/Fail)
- Technical Written Proposal Evaluation (65 Points)

1.1.2.1 Minimum Bidder Qualifications Evaluation

Proposals submitted by Bidders will be evaluated on a Pass/Fail basis to determine whether they satisfy the bid's minimum qualifications. Proposals that fail to meet the minimum qualifications will be deemed non-responsive, will not be further evaluated, and the Bidder will be notified accordingly. Passing proposals next proceed to the Technical, Diversity Practices and Financial Evaluations. Bidders may still be disqualified if it is later determined that the Bidder did not meet all of the bid minimum qualifications and should not have qualified to move on to the Technical, Diversity Practices and Financial Evaluations stage.

1.1.2.2 Technical Written Proposal Evaluation

The Technical Proposal written evaluation will be based upon a maximum score of 65 points. The Technical Evaluators will independently score each Technical Proposal using a weighted average to calculate the Technical Score for each responsive Bidder.

1.1.3 Diversity Practices Evaluation

DOCCS has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of respondents to this procurement is practical, feasible, and appropriate. Diversity practices are the efforts of contractors to include New York State-certified Minority and Women-owned Business Enterprises (“M/WBEs”) in their business practices. Diversity practices may include past, present, or future actions and policies, and include activities of contractors on contracts with private entities and governmental units other than the State of New York. Assessing the diversity practices of contractors enables contractors to engage in meaningful, capacity-building collaborations with M/WBEs. Applicants for this Mini Bid are required to include as part of the technical application response to this procurement, the completed *Diversity Practices Questionnaire* as provided by the Division of Minority and Women’s Business Development. Refer to the instructions, complete the questionnaire, sign and have the signature notarized.

1.1.4 Financial Proposal Evaluation

The Financial Proposal evaluation will be based on a maximum score of 30 points which will be allocated to the proposal with the lowest price. All other responsive proposals will receive a proportionate score based on the relation of their Financial Proposal to the proposal with the lowest price, using this formula: Financial Proposal points awarded = 30 points x (Lowest Price Financial Proposal/Price of Proposal Being Evaluated)

1.1.5 Final Composite Score

A final composite score will be calculated by adding the Technical Written Proposal points, Diversity Practices points, and the Financial Proposal points. The Proposals will be ranked based on the combined scores. The Bidder with the highest score may receive a tentative award, subject to successful contract negotiations. Should more than one Bidder get the same total score, the tie will be broken using the Financial Proposal score. When price and other factors are found to be substantially equivalent, DOCCS will select the winning Bidder at its sole discretion.

An award will be made to the Contractor who offers the best value solution.

Evaluation Weights:

Phase I: Administrative: PASS/FAIL

Phase II: Technical: 65%

Experience and References (20%)

Project Management Plan (20%)

Implementation Plan (25%)

The Evaluation Committee will grade each item listed in Phase II Technical using a 0 – 5 rating scale. That rating will be applied to the item’s weight to determine the item’s points. Phase II scores are calculated by adding the total points of each evaluator and dividing that number by the total number of evaluators. This will create an average score of all evaluators.

Phase III: Diversity Practices 5%

Phase IV: Financial/Cost: 30%

The total price quoted/negotiated will be a fixed-price for the term of the Authorized User Agreement.

Prices will remain firm for the entire project duration.

MINI-BID PROPOSAL VALIDITY

All Contractor responses to Authorized User Mini-Bids must remain open and valid for at least 90 days from the Mini-Bid opening date, unless the time for awarding the Authorized User Agreement is extended by mutual consent of the Authorized User and the Contractor. A Contractor's Mini-Bid response shall continue to remain an effective offer, firm and irrevocable, subsequent to such 90-day period until either tentative award of the Authorized User Agreement by the Authorized User is made or withdrawal of the Contractor Submission in writing by the Contractor. Tentative award of the Authorized User Agreement shall consist of written notice to that effect by an Authorized User to a successful Contractor, who shall thereupon be obligated to execute a formal Authorized User Agreement.

INTRODUCTION

This Mini-Bid is being distributed to the Contractors awarded under Lot #2 to acquire Project Based Information Technology (IT) Consulting Services for **NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION**, an Authorized User of OGS Centralized Contract Award 22772 on a fixed-price basis.

- The purpose of this Mini-Bid is to obtain Proposals for ENTERPRISE ASSET MANAGEMENT SYSTEM as detailed in this document and any attachments(s) that may be included.
- Responses will only be accepted from Contractors listed under Award #22772, Lot #2.
- Responses which include pricing in excess of the "maximum Not-To-Exceed price" must be rejected by the Authorized User.
- Read the entire bid document. Note the key issues such as: critical dates, qualifying and mandatory requirements, services required, and proposal packaging requirements.
- The successful Bidder must be able to provide a statewide Enterprise Asset Management System for DOCCS. **Only one contract will result from this Mini-Bid.**
- Note the name, address, phone numbers and email of the designated contacts. These are the only individuals that you are allowed to communicate with regarding this bid (see Designated Contacts on Page 1).
- Any amendments, clarifications, responses to questions, and updates to this Mini Bid will be emailed to the Contractors listed under Award #33772, Lot 2.
- It is the responsibility of the bidder to address all amendments, clarifications or updates pertaining to this bid. All applicable amendment information must be incorporated in the bidder's proposal.
- Take advantage of the Questions and Answers period. All questions must be submitted in writing to the designated email address by the date and time specified.
- Review the Mini Bid document and your proposal. Make sure all requirements are addressed and all submission copies are identical and complete.
- Package your proposals as instructed in Proposal Submission Section. Ensure your proposal conforms to the packaging requirements. Proposals not packaged accordingly may be deemed non-responsive.

Submit your proposal so that it is received by the designated due date and time). **DOCCS will not consider for award proposals received after the due date and time indicated.**

DOCCS PROCUREMENT RIGHTS

1. DOCCS reserves the right to conduct contract negotiations with the next responsible Contractor should the DOCCS be unsuccessful in negotiating with the first tentative awardee;
2. DOCCS reserves the right to establish evaluation criteria, evaluate bids and award contracts on the basis of these criteria.

3. DOCCS reserves the right to modify the requirements of this procurement and Mini-Bid and to modify, correct and clarify requirements at any time provided that modifications would not materially benefit or disadvantage the Contractor.
4. DOCCS reserves the right to eliminate any requirement of this Mini-Bid in the event no Contractor can meet it.
5. DOCCS reserves the right to make an award under this solicitation in whole or in part.
6. DOCCS reserves the right to employ other consultants and contractors in connection with its responsibilities and functions. In that event, the CONTRACTOR will, as directed by DOCCS, cooperate and work in harmony with such consultants and contractors.
7. The relationship of the CONTRACTOR to DOCCS shall be that of an independent contractor. In accordance with such status as an independent contractor, the CONTRACTOR covenants and agrees to act consistent with such status: to neither hold itself out as, nor claim to be, an officer or employee of DOCCS or the State by reason hereof; and not to, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of DOCCS or the State, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership credit.
8. The CONTRACTOR specifically represents, agrees and warrants that its members, officers, employees, agents, servants, consultants, shareholders and subcontractors have and shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties and services performed hereunder.
9. This Agreement is intended to secure the professional services of the CONTRACTOR because of its ability and shall not be assigned, conveyed, transferred, or disposed of by the CONTRACTOR.
10. This mini bid is intended to secure the professional services of the CONTRACTOR because of its ability and shall not be assigned, conveyed, transferred, or disposed of by the CONTRACTOR.
11. DOCCS has an absolute right and discretion to approve or disapprove any proposed staff and changes in staff. The CONTRACTOR shall notify DOCCS of any proposed changes in staff immediately. DOCCS, in each instance, will be provided with a summary of experience of the proposed substitute and an opportunity to interview that person, prior to giving its approval or disapproval. Any substitute staff provided by Contractor shall have equal or better qualifications than staff being replaced. Approval of proposed staff or changes shall not be unreasonably withheld.
12. The CONTRACTOR shall be fully responsible for performance of work by its staff and by its subcontractor's staff and DOCCS reserves the right to request removal of any CONTRACTOR staff or subcontractor staff if, in DOCCS's discretion, such staff is not performing in accordance with this Mini bid.
13. The CONTRACTOR agrees not to subcontract any of its services without the prior written approval of ITS. Approval shall not be unreasonably withheld upon receipt of written request to subcontract.
14. The DOCCS considers the CONTRACTOR, the sole Contractor with regard to all provisions of the solicitation and the agreement resulting from the solicitation. When bidding, any known / planned use of subcontractors must be disclosed in detail with bid submission. If subcontractors are to be used, it shall be understood that the bid price includes the cost of the subcontractor and no additional markups will be allowed. The total of all Subcontractor work during the term of the Contract, exclusive of M/WBE subcontracted work as established in the approved utilization plan, shall not exceed 15% of the total contract value.
15. No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this Mini-Bid or the resultant agreement. The Contractor accepts full responsibility for the actions of any employee or subcontractor/subcontractor's employee(s) who carry out any of the provisions of any contract resulting from this Mini-Bid.
16. The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the work in accordance with the contract. The Contractor shall coordinate and control the work of the subcontractors.
17. The Contractor shall be responsible for informing the subcontractors of all terms, conditions, and requirements of the contract documents.

18. During the term of the Contract, before any part of the contract shall be sublet, the Contractor shall submit to the NYS Acting Commissioner, or is or her designee, The Harriman State Office Campus, 1220 Washington Avenue, Albany, NY 12226 in writing, the name of each proposed subcontractor and obtain written consent to such subcontractor. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor without causing delay in the work of this contract. The Contractor shall promptly furnish such information as the Acting Commissioner may require concerning the proposed subcontractor's ability and qualifications.

19. DOCCS upon award shall designate program staff as its representatives, and/or designee(s). Such representatives shall request, oversee, supervise and accept performance of services provided by the CONTRACTOR and shall receive any required submissions. Whenever an Agreement action is to be taken or approval for services given by DOCCS, such action or approval may be given only by the representatives designated pursuant to this Section. All Notices under this Mini bid shall be directed to the representatives identified, or their designees. DOCCS may on written notice designate other individuals as its representatives.

20. The CONTRACTOR hereby covenants and represents that there is and shall be no actual or potential conflict of interest that could prevent the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Agreement. The CONTRACTOR shall have a duty to notify DOCCS immediately of any such actual or potential conflicts of interest.

Key Events and Dates

Event	Date	Time
Mini-Bid Release	10/19/18	
Contractor Question Period End	11/8/18	4:00 PM
Deadline to Submit Mandatory Intent to Bid	11/15/18	4:00 PM
Estimated Answer Issuance Deadline	11/26/18	3:00 PM
Mini-Bid Response Due Date	12/4/18	3:00 PM
Please note: NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION will not accept any Mini-Bid responses received after TUESDAY, DECEMBER 4, 2018 at 3:00 PM.		

All questions and inquiries must be submitted in writing via email, citing the particular Mini-Bid section and section, to the Contract Procurement Unit. Please reference "Mini-Bid 2018-03" on the subject line of your email. Answers to all questions of a substantive nature will be posted in the form of a formal addendum at the following website: <https://www.doccs.ny.gov/rfps.html>. Any questions received after the due date and time may not be addressed. The addendum will become part of the ensuing contract. Please refer to **Attachment M - Inquiries Template**.

PRE-BID CONFERENCE

No Pre-Bid Conference is required.

INTENT TO BID

Filing **Attachment U - Notice of Intent to Bid** is a mandatory prerequisite to further participation in this Procurement. DOCCS reserves the right, in its sole discretion, to alter the information and schedule shown above. In such an event, DOCCS will publish the notification on its website at: <https://www.doccs.ny.gov/rfps.html>. Bidders are not obligated to bid based on submitting an Intent to Bid. However, failure to submit an Intent to Bid will result in the company being precluded from bidding.

DOWNSTREAM PROHIBITION

Any and all work from this Mini-Bid that involves developing specifications, establishing a base for other applications or otherwise gaining information that would give a Contractor an unfair competitive advantage in a future procurement may result in the Contractor being precluded from further work (downstream prohibition) due to conflicts of interest. See State Finance Law section 163-a and section 163 (2) for additional information on the statutory prohibitions.

1. PROJECT OVERVIEW

1.1 PROJECT BACKGROUND

- DOCCS is an Executive Agency of the State of New York responsible for the confinement and habilitation of approximately 53,000 individuals under custody held at 54 State facilities. DOCCS also has 4 satellite business locations that will be included in this solicitation resulting in a presence at 58 separate and distinct locations statewide (**Attachment L**).
- DOCCS has a need to upgrade its existing Computerized Maintenance Management Software (CMMS) currently used in all 54 correctional facilities in the Maintenance and Plant Operations departments as well as initiate its use in the management of inventories in the Food Service Operations. The project will include introducing the Infor CMMS software to four additional satellite offices occupied by DOCCS staff, one of which will have the responsibility for the overall management of the CMMS system (only).
- The successful bidder shall assist DOCCS with the installation, configuration, deployment and employee training on the use of Infor's Enterprise Asset Management software at each of the 58 sites mentioned above, and the networking of each site back to the Central Office in Albany where the CMMS system will be administered.
- The project timeframe is 24 months within which global implementation and training shall be complete at all 58 locations.
- All network communications, server and hardware will be provided, installed and maintained by NYS.

1.2 PROJECT PURPOSE / OBJECTIVES

PURPOSE

- Install, configure, and train staff in the use of Infor's Enterprise Asset Management software in a global environment.

OBJECTIVES

- Maintain the condition of the state's capital assets under DOCCS control.
- Increase efficiency, productivity, accountability and cost savings in the maintenance/engineering and food service operations through the use of improved management tools and central oversight.

Enable shared resources amongst facilities of inventory, equipment and supplies in both maintenance and food service operations. Develop and implement a universal inventory and equipment part numbering scheme in both the maintenance and food service operations of each correctional facility.

1.3 BUSINESS PROCESSES IMPACTED

- Improved Asset Management and Protection
- Efficient Allocation and Use of Resources
- Track Minimum Performance Objectives and Standards
- Clearly Defined Responsibilities
- Uniform Business Model and Procedures

1.4 CUSTOMERS / END USERS IMPACTED

Staff, supervisors, unit managers, facility executives and central office.

1.5 EXISTING SYSTEM DESCRIPTION

Each correctional facility currently uses a stand-alone version of Infor's MP-2 CMMS system in the maintenance and engineering departments. The food service operation utilizes paper forms and spreadsheets to track inventory. No networking of these functional areas currently exists within or between other facilities or the main office.

2. DETAILED PROJECT SCOPE

2.1 PROJECT REQUIREMENTS

The successful contractor shall assist DOCCS with the installation, configuration, data migration of existing equipment, inventory and work history records, to the degree possible based on the version of the MP-2 system at each facility, training and full roll out of the Enterprise Asset Management software by Infor, Inc., at 54 New York State Correctional Facilities and 4 satellite offices spread across the state.

The software for the system will be purchased by DOCCS and hosted in the NYS Data Center. The end users will access the system through thin clients connected through Citrix or VDI to servers in Albany.

The successful contractor shall be expected to provide all the deliverables outlined in Section 2.4 of this solicitation. Several of the reports or actions detailed in Item #1-15 of Section 2.4 require submission to DOCCS for review and approval upon execution of the contract and prior to the start of work. Some of these reports may require modification after initial visits to several facilities occurs and the fit/gap analysis is developed and/or the proto-type project is complete, as required below (item #4). Some of the items in Section 2.4 shall be submitted during or at the end of the project as appropriate. The timing of the report submissions and project phasing will be discussed and mutually agreed upon at the initial project meeting.

To be clear, the following reports and actions outlined in Section 2.4 are included as part of the project scope;

In addition to the specific items listed in Section 2.4, the contractor will be required to:

1. Attend meetings with key DOCCS personnel located in Albany, New York, and Rome, New York, at the start of the project, throughout the project, and at the end of the project. The purpose of the meetings shall be to understand and clearly define the requirements and desired outcome of the project, review required reports and submissions detailing the design, implementation, data migration, inventory management, training, and project status, and coordinate the work for a sequential and timely completion based on DOCCS (9) nine HUBS **(Facility Map Attachment L)**.

2. Provide timely project status reports for all phases of the project, for all facility locations, coordinate on-site work with designated facility and main office staff, and document everything in written form.
3. Travel to each correctional facility is required, including DOCCS main office locations in Albany and Rome, N.Y., on a frequency necessary to achieve the project objectives and perform the scope of work. The contractor shall meet with facility staff, observe the operational needs of the maintenance/engineering and food service operations, which may in some circumstances be unique to each facility, and complete the pre-approved Management and Implementation Plans, and other items required in Section 2.4, which will be reviewed and approved by DOCCS.
4. Proto-type the approved Implementation Plans at the Cocksackie and Greene Correctional Facilities located in Cocksackie, N.Y. The proto-type project is intended to ensure that the software configuration, data migration, inventory management, including bar coding, training and support is adequate to meet the needs of DOCCS prior to the full implementation of the Enterprise Asset Management (EAM) system statewide. Problem resolution, adjustments to the system and software configuration, and follow-up support should be anticipated during and after the proto-type install to achieve a successful installation at all other facilities. DOCCS shall determine the degree of success of the proto-type project.
5. Provide the full roll-out of the EAM software in the maintenance/engineering and food service department at each of the (54) Correctional Facilities. The contractor should anticipate several trips to each facility to coordinate, configure, migrate data, organize the inventory systems, implement the bar coding system, and provide training, all based upon the approved management and implementation plans submitted to, and approved by DOCCS.
6. Perform a follow up site visit at each facility approximately one (1) month after the initial installation and training. The follow up visit should provide; an assessment and report analyzing the degree of success of the project, the use of the system by each employee as originally configured, any re configuration of the system as necessary, and training of any employee absent from the first session or in need of refreshment.
7. The EAM modules being purchased are outlined in Section 2.1 of this solicitation. The successful bidder is required to configure the system at each facility such that each employee has access to, and can fully utilize each module based upon a hierarchy of authority as determined by DOCCS. There shall be (4) levels of access hierarchy to the system; standard user, facility supervision, main office supervision, and super user. Access to the modules, functions, and program features will be determined at the initial meetings.
8. Project Management Plan (PMP) Submit a project management plan outlining the management approach proposed to complete the tasks necessary to meet the objectives of the project within 24 months of award. The PMP should detail the overall approach to the project as well as management of the scope, schedule, quality, resource management, communications, issue and conflict resolution, risk management. The PMP should include the maintenance/engineering and food service department plans as separate sections within one plan.
9. Project Management and Implementation Plan Review the Awarded Bidder and NYS will meet to review and discuss DOCCS expectations of the project, and finalize the Project Management and Implementation Plan included in the Technical Proposal. This should be completed two weeks after the Project kick-off meeting. A site visit is required, prior to submission of the plan, to the Cocksackie and Greene Correctional Facilities in Cocksackie NY. The site visit shall permit the contractor to learn and understand DOCCS typical maintenance/engineering and food service operations, and align the software configuration and training to meet the typical employee(s) needs.

10. Technical Constraints Based on the site visit, and the firm's working knowledge of the software and its options and capabilities, the successful bidder will identify technical aspects and constraints that must be considered when defining the new system, including, but not limited to accessibility requirements (<https://its.ny.gov/document/accessibility-web-based-information-and-applications-compliance-reporting>), security requirements (see Section 2.6 Security Terms and Requirements), software requirements from section 2.1.
11. Operational Requirements Specify constraints on the operation and support of the system, related to performance, data archiving, audit and controls, and business continuity, after review of DOCCS maintenance/engineering, food service, and the central administration of the EAM program.
12. Fit/Gap Analysis Perform a fit/gap analysis of the current and future implementation and use of the EAM software in the maintenance/engineering department at each correctional facility. Review, refine and optimize requirements of the EAM system and design and document solutions to close the gaps. Upon approval by DOCCS, revise and implement the revised scope of work and management plan.
13. Data Migration/Conversion Plan Review the data requirements of all NYS DOCCS facilities and the new central sites. Create a plan for the data migration and conversion of all sites into one centralized database. Develop standards for verification of the data and usage of data elements. Develop data mappings for each of the NYS DOCCS facilities for the maintenance/engineering department.
14. Technical Architecture Design Bidder will collaborate with NYS ITS staff to design the development, QA and production environments within the NYS data center infrastructure, including consideration of all hardware, software and networking components to meet the functional, technical and operational requirements.
15. Visit and review the maintenance/engineering and food service operations at a medium and maximum security correctional facility, as well as the main office areas (in Albany and Rome, NY) responsible for oversight of facility operations, to become familiar with DOCCS policies, program requirements and existing facility operations.
16. Submit an implementation plan, to include installation, system and user configuration, data migration, inventory management, and training, for a demonstration project at the selected medium and maximum security correctional facilities selected (in #2 above).
17. The training portion of the implementation plan shall detail the general findings of the level of users in the correctional facilities and develop a plan to address level of user needs; novice, intermediate, expert.
18. Review DOCCS existing inventory management procedures in the maintenance/engineering and food service operations, including part/item/equipment identification and numbering systems, tracking, and accounting/auditing practices as applicable, at the two demo facilities (#2 above), and at least two other locations, and provide recommendations to result in a uniform, consistent, and efficient enterprise wide inventory management system.
19. Meet with DOCCS to review the success and lessons learned from the two demo projects and provide any recommendations for improvements.
20. Provide an implementation plan for the balance of the facilities statewide. The correctional facilities are organized into 9 "Hubs" and the scheduling of the work shall proceed on this regionalized basis. Included in this bid is a state map indicating all DOCCS facilities organized by HUB.
21. The implementation plan shall include the simultaneous development, deployment, and roll-out of both the Maintenance/engineering and Food Services programs.
22. Execute the work outlined in the approved Implementation Plan in the order described above and as directed by DOCCS.

23. The contract is dependent on the successful purchase of the EAM software by DOCCS. If for any reason the software is not purchased, this contract is null and void with no monies due to the bidder and/or contractor.

24. Assist with systems and architecture design for three environments (Development, QA, Production) and lead the EAM software installation efforts.

Note: The list of the 58 locations (facilities and central office) is located in **Attachment L**.

EAM MODULES PURCHASED:

Item #	Lot #	Product Description	Mfg. Part #	Qty. of Licenses (1 = Enterprise)
1	Lot 1	Infor EAM Enterprise Edition Advanced Reporting Author	COG-DS7IREPAU	1
2	Lot 1	Infor EAM Enterprise Edition Advanced Reporting Consumer	COG-DS7IREPCS	1
3	Lot 1	Infor EAM Alert Management	EEN-DS7I-ALM	1
4	Lot 1	Infor EAM Enterprise Edition Barcoding	EEN-DS7I-BAR	1
5	Lot 1	Infor EAM Enterprise Edition Language Manager	EEN-DS7ILGMN	1
6	Lot 1	Infor EAM Enterprise Edition Requestor	EEN-DS7I-REQ	1
7	Lot 1	Infor EAM Enterprise Edition - SQL	EEN-DS7I-SQL	1
8	Lot 1	Infor EAM Enterprise Edition Web Services Connector License	EEN-DS7IWEBCL	1
9	Lot 1	Infor EAM Enterprise Edition Web Services Toolkit	EEN-DS7IWEBTK	1
10	Lot 1	EPAK User - Application Specific	ORC-EPAKUSER	540
11	Lot 1	EPAK Developer - Application Specific	ORC-EPAK-DEV	1
12	Lot 1	EPAK Content - EAM	EPAK-EAMCON	1

2.2 PROJECT CONSULTING KEY PERSONNEL REQUIREMENTS

DOCCS requires that the following positions be designated as key personnel. The education, experience and relevant certifications for each key personnel must be provided. Key Personnel are considered essential to the Contractor's ability to provide the services required under this Mini-Bid successfully, and Contractor must ensure the continued availability of key personnel for the duration of the contract and may not choose to replace Key Personnel without the prior written approval of DOCCS. If staffing changes are required for any Key Personnel, the Contractor shall first consult with, and seek the approval of DOCCS. Upon approval by DOCCS, the Contractor shall provide the resumes of potential replacements with equal or better qualifications for DOCCS review, selection and approval within seven (7) business days, or as otherwise agreed to by DOCCS. The departing Key Personnel must transition responsibility to the replacement personnel in accordance with a written transition plan preapproved by DOCCS. The same personnel can be proposed for more than one of the key personnel roles as resource allocation allows. Complete **Attachments 0.1 – 0.6 Key Personnel Forms.**

JOB FUNCTION / DESCRIPTION	REQUIREMENTS	KEY PERSONNEL
Engagement Manager – overall accountability for the project.	Responsible for managing the contractual relationship with NY State, oversight of the delivery of services and is accountable for the successful completion of all aspects of the resulting contract.	<input checked="" type="checkbox"/>
Project Manager - serves as the primary point of contact for the NYS Project Manager(s).	Manage all phases of the of the project ensuring that all deliverables are produced on schedule and that they meet the user requirements, expectations and quality standards. Desired: accreditation under PMI PMP	<input checked="" type="checkbox"/>
Technical Lead - lead all technical aspects of the project	Expertise in all technical aspects of CMMS and EAM software systems including; technical architecture, systems and application security, installation, configuration and troubleshooting. Desired: expertise in the implementation of all software modules listed in section 2.1	<input checked="" type="checkbox"/>
Business Analysis and Design Lead – lead the systems analysis and design efforts	Expertise in CMMS and EAM implementations. Lead the team of analysts who will capture, document and refine business rules and requirements. Lead efforts to develop business process, work flows and functional functional design for the EAM environment that meet the business requirements of NYS DOCCS, including user experience design planning.	<input checked="" type="checkbox"/>

Quality Assurance Lead – lead the quality assurance efforts	Work closely with stakeholders to define and agree upon quality standards and metrics, manage all phases of software testing, ensure that all deliverables meet the quality criteria and project deadlines	☒
Training Lead - lead the training efforts for the project	Expertise in EAM and CMMS systems, develop and implement the training delivery strategy including needs assessment, curricula and materials development and training delivery	☒

2.3 PROJECT DELIVERABLES NARRATIVE

The resulting contract from this PBITS Mini-Bid will be fixed-price deliverable-based. The selected Contractor will be expected to complete the Scope of Work as detailed in Section 2. DOCCS will make deliverable-based payments to the Contractor upon final acceptance of each deliverable. Bid responses should describe the extent to which each deliverable will meet project requirements. The Contractor will be responsible for the completion and delivery of all project deliverables outlined in accordance with the project timeline and requirements.

DOCCS requires a statewide networked CMMS system be installed and the employees trained at each correctional facility and central office. The key deliverables are noted below. “Acceptance” of a deliverable shall be defined as written approval by DOCCS signifying that a deliverable meets expectations (refer to **Attachment N – Deliverable Acceptance Form** which will be used to capture formal acceptance). Verbal acceptance or acceptance by default is not sufficient.

2.4 PROJECT DELIVERABLES

	DELIVERABLE NAME	DELIVERABLE TYPE	DESCRIPTION
1	Project Management Plan Review	Document Activity	The awarded Bidder and NYS will meet to review, discuss, align expectations, and finalize the Project Management Plan included in the Technical Proposal. This should be completed two weeks prior to the Project kick-off meeting.
1	Project Management Plan	Document	<p>Project management plan and sub plans to meet the objectives and requirements described in this Mini Bid, including, but not limited to:</p> <ul style="list-style-type: none"> • Overall project plan approach and project assumptions • Scope Management Plan • Schedule Management Plan • Quality Management Plan • Human Resource Management Plan • Communications Plan • Issue Management Plan

			<ul style="list-style-type: none"> • Risk Management Plan <p>The maintenance and food service department requirements and deliverables will be integrated into a single project management plan.</p>	
1	Implementation Plan Review	Document Activity	The awarded Bidder and NYS will meet to review, discuss, align expectations, and finalize the Implementation Plan included in the Technical Proposal. This should be completed two weeks after the Project kick-off meeting.	
2	Technical Requirements	Document	<p>Identifies technical aspects and constraints that must be considered when defining the new system, for example:</p> <ul style="list-style-type: none"> • accessibility requirements (https://its.ny.gov/document/accessibility-web-based-information-and-applications-compliance-reporting) • security requirements (see Section 2.6 Security Terms and Requirements) • software requirements from section 2.1 <p>The system will be hosted in the NYS Data Center. The end users will access the system through thin clients connected through Citrix or VDI to servers in Albany</p>	
3	Operational Requirements	Document	<p>Specifies constraints on the operation and support of the system, for example:</p> <ul style="list-style-type: none"> • performance • data Archiving • audit and controls • business continuity 	
4	Fit/Gap Analysis	Document	<ul style="list-style-type: none"> • Review, refine and optimize requirements • Complete Fit/Gap Analysis • Design/Document Solutions to Close Gaps • Implement appropriate scope management 	
5	Data Migration/Conversion Plan	Document	<p>In collaboration with NYS DOCCS stakeholders:</p> <ul style="list-style-type: none"> • Review the data requirements from all NYS DOCCS facilities and the new central site • Develop standards for usage of data elements • Develop data mappings for each of the NYS DOCCS facilities • Create a plan for the data migration and conversion of all sites into one centralized database <p>Data verification for each site conversion</p>	
6	Technical Architecture Design	Document	Bidder will collaborate with NYS ITS staff to design the development, QA and production environments within the NYS data center infrastructure, including consideration of all hardware, software and networking components to meet the functional, technical and operational requirements.	

7	Functional Specifications	Document	<p>Describes processes, tasks, workflows, and functions within the EAM system that will enable NYS DOCCS users to accomplish their business needs through the use of the system while adhering to NYS DOCCS policies.</p> <ul style="list-style-type: none"> • Business Analysis Plan • Business Requirements Document • Scope Document • Detailed Use cases • Wireframes, Prototypes, and Other Visual documentation • Information or Data Model Documentation (Data Mapping Specification) • Requirement Traceability Matrix 	
8	Build, Install and Configure	Activity Milestone	<p>NYS ITS will build out the infrastructure as defined in the technical architecture design:</p> <ul style="list-style-type: none"> • Server resources and operating system configurations • Network and network connectivity • Security software installation and configuration • Accounts for required administrative access <p>Bidder:</p> <ul style="list-style-type: none"> • Install and configure all software modules listed in Sec 2.1 to meet defined requirements • Migration and conversion of the data from each of the NYS DOCCS facilities into the central database utilizing the defined global data standards • Configure the EAM user interface to implement the global standard workflows, processes and functions as defined in the functional design document and to meet the requirements • Create required reports • Configure user roles and access 	
9	Application Testing	Activity Document Milestone	<p>Develop, document and implement test plans for:</p> <ul style="list-style-type: none"> • System installation and configuration of the software modules in each of the environments (Development, QA, Production) • Functional Testing • QA/End to End System Integration Testing • Usability testing • User Acceptance Testing (UAT) • Defect Resolution 	
10	Performance Testing	Activity Document	<p>In collaboration with NYS ITS staff plan and implement performance, stress and load testing as appropriate and agreed to and perform remediation as required. NYS ITS can provide the testing tools.</p>	

11	Security Scanning	Activity Document	In collaboration with NYS ITS staff, request that the server build and installed application and any other components be security scanned before being installed in production and again prior to go live. Perform remediation as required by NYS ITS. NYS ITS will perform the security scan and advise consultant as to what remediation is required.
12	Training	Activity Document Milestone	Develop a training strategy, plan and materials and complete the training to meet the assessed needs as required by the roll out schedule, including but not limited to: <ul style="list-style-type: none"> • User Guide, Operations Support and Maintenance Manual • Training needs assessment • Training Materials and schedule • Targeted training for each of the user roles defined in the functional requirements
13	Deployment Plan	Activity Document Milestone	Develop, document and implement a plan for transitioning all sites to the new centralized EAM system for both the Food Service and Maintenance functions. The plan may be phased and must meet the overall schedule described in this Mini Bid
14	Post Deployment	Activity Document Milestone	<ul style="list-style-type: none"> • Defect Support and Warranty • Resolution of all defects identified prior to Go Live and 90 Days Post Go Live of all remote sites
15	Accepted Product Solution	Activity Document Milestone	Operational system signed off on by NYS DOCCS project sponsor that meets the requirements in this Mini-Bid and any requirements agreed upon during the course of the contract. Acceptance of the system will occur ninety (90) days after the system has gone live at all remote sites.

2.4.1 ACCEPTANCE PROCESS AND CRITERIA

The Contractor shall provide a Deliverables Expectations Document (DED), for DOCCS approval, that will document formal procedures for deliverable acceptance, within a mutually agreed upon timeframe after contract approval.

“Acceptance” of a deliverable shall be defined as written approval by DOCCS signifying that the deliverable meets expectations using **Attachment N – Deliverable Acceptance Form**. Verbal acceptance of acceptance by default is not sufficient to determine completion or justify payment. Each deliverable will be reviewed and approved by NYS DOCCS Supervisor of Technical Services or equivalent. If not approved, deliverable will be returned for correction. A maximum of thirty (30) business days will be allotted for correction and resubmission.

2.5 PROJECT RISK ASSESSMENT

KNOWN RISK	SUGGESTED MITIGATION STRATEGY (IF KNOWN)
1. Schedule	<ul style="list-style-type: none"> • Create and maintain a project plan/schedule and review on a regular basis with all stakeholders
2. Scope Creep	<ul style="list-style-type: none"> • DOCCS and Vendor need to work together to clearly identify what is in and out of scope. • Use change management process to facilitate communication and approvals of potential changes to scope.
3. Availability of DOCCS Facility Planning staff to work with vendor	<ul style="list-style-type: none"> • DOCCS and vendor need to work together to identify staff hours needed. • DOCCS to commit the appropriate resources for the duration of the project.

2.6 DOCCS SECURITY REQUIREMENTS

The Contractor shall maintain the security, nondisclosure and confidentiality of all information in accordance with the following clauses in performance of its activities under this Agreement. The State may terminate this Agreement if it determines that Contractor has violated a material term of this section. The terms of this section shall apply equally to Contractor and any and all of its subcontractors and agents. Contractor agrees that all subcontractors and agents shall be made aware of and shall agree to the terms of this section.

Definitions:

1. "Facilities" or "facility": As used in this Section, the term "facilities" or "facility" shall mean any real property, tangible personal property, or electronic or virtual systems, or any part(s) or component(s) thereof, used to conduct State business operations, including, but not limited to, physical office or computing space, computer(s) or computer systems, telecommunications or network infrastructure (e.g., utility closet(s), conduits, hubs, switches, routers), and supporting facilities and systems (e.g., mechanical, power, cooling, security, fire protection, water), regardless of owner.
2. "Confidential Information": As used in this Section, the term "Confidential Information" shall mean all State information of which Contractor, its officers, agents, employees, and subcontractors 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 which falls into any of the following categories shall not be considered Confidential Information:
 - (a) Information that is rightfully known to the Contractor without any limitation on disclosure prior to its receipt from the State;
 - (b) Information that becomes available publicly or to third parties through no act or failure on the part of the Contractor;
 - (c) Information that is independently developed by the Contractor without use of Confidential Information of the State.

Contractor shall ensure that all of its agents, employees, partners or subcontractors are made fully aware of the obligations arising under the following security clauses and shall take all commercially reasonable steps to ensure their compliance with these provisions to prevent unauthorized use, access or disclosure of Confidential Information.

Failure by Contractor or its agents, employees, officers, partners or subcontractors to fully comply with the requirements of the following security clauses shall be deemed a failure to meet Contractor's obligations under this Agreement and may result in the State suspending, canceling and/or terminating the Agreement for cause and to pursue any other legal or equitable remedies available.

SECURITY PROCEDURES:

Contractor shall comply fully with all security procedures of the State clearly communicated to it in the performance of this Agreement. Contractor acknowledges that such security procedures may vary based on the specific State facility at which the Contractor is providing services. Contractor agrees that its agents, employees and subcontractors performing services on-site at State Facilities or those with logical access to State data (i.e. log-in access) shall be required to undergo the State's same security clearances as are required of the employees of the State. Bureau of check and Investigation for a national criminal history record check to the Division of Criminal Justice Services for a state criminal history record, where authorized, to the Federal. Specifically, each prospective and current employee of Contractor designated to work under this Agreement shall submit identifying information shall be submitted to the State and be fingerprinted. State shall arrange for the scheduling of fingerprinting, Contractor shall pay the reasonable costs not to exceed \$150.00 per person of the fingerprinting. Such fingerprints

NONDISCLOSURE AND CONFIDENTIALITY:

Except as may be required by applicable law or a court of competent jurisdiction, the Contractor, its officers, agents, employees, partners and subcontractors shall maintain strict confidence with respect to Confidential Information to which the Contractor, its officers, agents, employees, and subcontractors have access. This representation shall survive termination of this Agreement.

The Contractor shall hold the State harmless from any loss or damage to the State resulting from the disclosure by the Contractor, its officers, agents, employees, partners and subcontractors of such Confidential Information. Agents, employees, officers, partners or subcontractors of the Contractor may be required to execute a Nondisclosure Agreement, either before or upon arrival at the work site, or if they will have access to critical State networks, equipment or data. In the event an individual may refuse to sign, Contractor will provide an alternative resource.

PRESS RELEASES:

Contractor agrees that no brochure, news/media/press release, public announcement, memorandum or other information of any kind regarding this Agreement shall be disseminated in any way to the public, nor shall any presentation be given regarding this Agreement without the prior written approval by the undersigned or the undersigned's designee from DOCCS, which written approval shall not be unreasonably withheld or delayed provided, however, that Contractor shall be authorized to provide copies of this Agreement 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 or its financial advisors or auditors.

PUBLIC INFORMATION AND FOIL:

Disclosure of items related to this Agreement shall be permitted consistent with the laws of the State of New York and specifically the Freedom of Information Law (FOIL) contained in Section 87 of the Public Officers Law. Consistent with FOIL and applicable laws: The State shall take reasonable steps to protect from public disclosure any of the records relating to this procurement that are otherwise 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 upon submission; if the Contractor intends to seek an exemption from disclosure of these materials under FOIL, the Contractor shall, at the time of submission, request the exemption in writing and provide an explanation of 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 the State does not constitute a determination that the information is exempt from disclosure under FOIL; and determinations as to the availability of the identified information will be made in accordance with FOIL at the time a request for such information is received by the State.

FEDERAL OR STATE REQUIREMENTS:

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 Agreement. Notwithstanding the foregoing, if the return or destruction of the Confidential Information is not feasible, Contractor agrees to extend the protections of the Agreement for as long as necessary to protect the Confidential Information and to limit any further use or disclosure of that Confidential Information. If Contractor 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. Contractor shall also report 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 this Agreement if it determines that Contractor has violated a material term of this section. The terms of this section shall apply equally to Contractor and any and all of its subcontractors and agents. Contractor agrees that all subcontractors and agents shall be made aware of and shall agree to the terms of this section.

CJIS:

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 Attachment T.1)**, 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 Attachment T.2)**. 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 Contractor 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 Contractor for delivery of Services, if any; and (4) that those Successful Contractor employees and subcontractor employees (Contractor Staff), if any that provide Services shall sign the form set forth as **Attachment T.2** 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 Contractor 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.

COMPLIANCE WITH NYS SECURITY POLICIES AND STANDARDS:

Contractor warrants, covenants and represents that it shall comply fully with all ITS Information Security policies and procedures located at <https://its.ny.gov/tables/technologypolicyindex.htm/security> , this includes but is not limited to:

- Acceptable Use of Information Technology (IT) Resources Policy
- Information Security Policy
- Information Security Controls Standard
- Encryption Standard
- Vulnerability Scanning Standard
- Information Security Risk Management Standard
- Patch Management Standard
- Mobile Device Security Standard
- Remote Access Standard
- Sanitization/Secure Disposal Standard
- Secure System Development Life Cycle (SSDLC) Standard
- Security Logging Standard

If the requirements set forth in the solicitation and/or contract are not the same as the NYS ITS policies, then the more restrictive policy applies. NYS DOCCS Directives also contain requirements for information security. Again, the most restrictive policy applies.

SEPARATION OF DUTIES

The State requires the Contractor to follow security best practices by adhering to separation of job duties, and limiting Contractor staff knowledge of Confidential Information to that which is absolutely needed to perform job duties.

ACCESS TO REGULATED DATA

New York State considers the protection of sensitive and confidential information and business systems to be of the utmost importance. The information collected and maintained by state and local government agencies is protected by a myriad of Federal and State laws and regulations. Access to and use of sensitive and confidential information is limited to authorized government employees and legally designated agents, for authorized purposes only.

To the extent that Contractor, its employees, agents or subcontractors have access to Federal, State or Local government regulated data pursuant to their responsibilities under the Contract, Contractor agrees that it will abide by the requirements of those Federal and State laws and regulations, and will require in writing its employees, agents or subcontractors to similarly abide by any such requirements including the execution of any documents or agreements required to be executed, certifying their compliance with same.

DATA OWNERSHIP, MIGRATION, ACCESSIBILITY, LOCATION, STORAGE, TRANSPORT, PROTECTION AND DESTRUCTION

- Data Ownership: All State data is owned exclusively by the State and will remain the property of the State. Contractor is permitted to use data solely for the purposes set forth in the solicitation and the Contract, and for no other purpose. At no time shall the Contractor access, use, or disclose any confidential information (including personal, financial, health, or criminal history record information or other sensitive criminal justice information) for any other purpose. The Contractor is strictly prohibited from releasing or using data or information for any purposes other than those purposes specifically authorized by the State. Contractor agrees that State data shall not be distributed, used, repurposed, transmitted, exchanged or shared across other applications, environments, or business units of the contractor or otherwise passed to other contractors, agents, subcontractors or any other interested parties, except as expressly and specifically agreed to in writing by the State.
- Migration: Contractor's services performed under this Contract will ensure easy migration of the State's Data including its Confidential Information under this Contract by providing its solution in a manner designed to do so. This may include Contractor keeping State Data separate from processes of the software itself and maintaining that information in a format that allows the State to easily transfer it to an alternative application platform. Contractor will make its Application Programming Interfaces (APIs) available to the State.
- Data Storage, Access and Location: The Contractor must ensure that all State Data related to this Contract is stored within CONUS, in a controlled access environment to ensure data security and integrity. All access to State Data, physical or virtual, must be conducted within CONUS and have adequate security systems in place to protect against the unauthorized access to the facilities and data stored therein. The Contractor shall not send or permit to be sent to any location outside of the CONUS, any State data related to this Contract. Contractor will provide the State a list of the physical locations where the Data is stored at any given time and will update that list if the physical location changes. Access into and within the facilities must be restricted through an access control system that requires positive identification as well as maintains a log of all accesses (e.g., date and time of the event, type of event, user identity, component of the information system, outcome of the event). The Contractor shall have a formal procedure in place for granting computer system access to the data and to track access. Access for projects outside of those approved by the State are prohibited.
- Physical Data Transport: The Contractor shall use, if applicable, reputable means to physically transport State data. Deliveries must be made either via hand delivery by an employee of the Contractor or by restricted delivery via courier (e.g., FedEx, United Parcel Service, United States Postal Service) with shipment tracking and receipt confirmation. This applies to transport between the Contractor's offices, to and from subcontractors, and to the State.
- Data Protection and Transmission: Contractor shall use appropriate means to preserve and protect State data. This includes, but is not limited to, use of stable storage media, regular data backups and archiving, password protection of volumes, and data encryption. All State Data in transit and at rest will be encrypted. At a minimum, cryptographic modules used for Data transmission must be validated to FIPS 140-2 for the protection of sensitive information (<http://csrc.nist.gov/groups/STM/cmvp/index.html>).
- Data Return and Destruction: At the expiration or termination of the Contract, at the State's option, the Contractor must provide the State with a copy of the State data, including metadata and attachments, in a mutually agreed upon, commercially standard format and give the State continued access to State data for no less than ninety (90) days beyond the expiration or termination of the Contract. Thereafter, except for data required to be maintained by law or this contract, Contractor shall destroy State data from its systems and wipe all its data storage devices to eliminate any and all State data from Contractor's systems. The sanitization process must be in compliance NYS Security Policy NYS-S13-003, <https://www.its.ny.gov/document/sanitizationsecure-disposal-standard> , and, where required, CJIS sanitization and disposal standards. If immediate purging of all data storage components is not possible, the Contractor will certify that any data remaining in any storage component will be

safeguarded to prevent unauthorized disclosures. Contractor must then certify to the State, in writing, that it has complied with the provisions of this paragraph. The State may withhold payment to Contractor if State data is not released to the State in accordance with the preceding sections.

- Contractor shall be strictly prohibited from using State Data in any fashion other than that defined herein or authorized in writing by the State.
- Contractor must, in accordance with applicable law and the instructions of the State, maintain such data for the time period required by applicable law, exercise due care for the protection of data, and maintain appropriate data integrity safeguards against the deletion or alteration of such data. In the event that any data is lost or destroyed because of any act or omission of the Contractor or any non-compliance with the obligations of this Contract, then Contractor shall, at its own expense, use its best efforts in accordance with industry standards to reconstruct such data as soon as feasible. In such event, Contractor shall reimburse the State for any costs incurred by the State in correcting, recreating, restoring or reprocessing such data or in providing assistance therewith.
- Contractor agrees that any and all State data will be stored, processed and maintained solely on designated target devices, and that no State data at any time 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 and or any addendum thereof, or the Contractor's designated backup and recovery processes, and is encrypted in accordance with all current Federal and State statutes, regulations and requirements.

INFORMATION SECURITY BREACH AND NOTIFICATION ACT

In accordance with the Information and Security Breach Notification Act (ISBNA) (Chapter 442 of the Laws of 2005, as amended by Chapter 491 of the Laws of 2005), a Contractor with the State shall be responsible for all applicable provisions of the ISBNA and the following terms herein with respect to any "private information" (as defined in the ISBNA) received by or on behalf of ITS under this Contract.

1. Contractor shall supply the State with a copy of its notification policy, which shall be modified to be in compliance with this provision.
2. Contractor must encrypt any database fields and backup tapes in their systems that contain private information, as set forth in the ISBNA.
3. Contractor must ensure that private information is encrypted in transit to/from their systems.
4. In general, contractor must ensure that private information is not displayed to users on computer screens or in printed reports; however, specific users who are authorized to view the private data elements and who have been properly authenticated may view/receive such data.
5. Contractor must monitor for breaches of security to any of its systems that store or process private information owned by the State.
6. Contractor shall take all steps as set forth in ISBNA to ensure private information shall not be released without authorization from DOCCS.
7. In the event a security breach occurs as defined by ISBNA, Contractor shall notify DOCCS within four (4) hours of becoming aware of the breach and commence an investigation in cooperation with ITS to determine the scope of the breach.
8. Contractor shall also take immediate and necessary steps needed to restore the information security system to prevent further breaches. Unless the Contractor is otherwise instructed, Contractor is to first seek consultation and receive authorization from DOCCS prior to notifying the individuals whose personal identity information was compromised by the breach of security, the New York Attorney General; the NYS Division of State Police; and the Department of State's Division of Consumer Protection or any consuming reporting agencies of a breach of the information security system or concerning any determination to delay notification for law enforcement investigations.
9. Contractor shall be responsible for providing all notices required by the ISBNA and for all costs associated with providing said notices.

10. The State reserves the right to require commercially standard credit monitoring for any and all individuals affected by the data breach at the sole expense of the Contractor for a period not to exceed 12 months, which shall begin 30 days following the notice of offer from the Contractor of such credit monitoring to those affected individuals, which shall be within a reasonable time following the identification of such affected individuals. DOCCS reserves the right to require notice by regular or electronic mail.

DATA BREACH - REQUIRED CONTRACTOR ACTIONS

Unless otherwise provided by law, in the event of a Data Breach, the Contractor shall:

1. Notify DOCCS by telephone as soon as possible, but in no event more than four (4) hours from the time the Contractor has knowledge of a Data Breach;
2. Consult with and receive authorization from DOCCS as to the content of any notice to affected parties prior to notifying any affected parties to whom notice of the Data Breach is required;
3. Coordinate all communication regarding the Data Breach with DOCCS and Authorized User(s);
4. Cooperate with DOCCS in attempting (a) to determine the scope and cause of the breach; and (b) to prevent the future recurrence of such security breaches; and
5. Take corrective action in the timeframe required by DOCCS. If Contractor is unable complete the corrective action within the required timeframe, in addition to any other remedies available, DOCCS may contract with a third party to provide the required services until corrective actions and services resume in a manner acceptable to DOCCS, or until DOCCS has completed a new procurement for a replacement service system. The Contractor will be responsible for the cost of these services during this period.

Nothing herein shall in any way (a) impair the authority of the OAG to bring an action against Contractor to enforce the provisions of the New York State Information Security Breach Notification Act (ISBNA) or (b) limit Contractor's liability for any violations of the ISBNA or any other applicable statutes, rules or regulations.

BACKGROUND CHECK REQUIREMENTS

Requirements: Background checks are required for all Providers. As set forth below, Contractor shall be obligated to undertake and complete the following background checks for each Provider it proposes prior to the start of their engagement. DOCCS shall not be held liable for any costs incurred by the Contractor to perform background checks.

DOCCS shall perform a criminal background records check of each Provider under the contract in accordance with Directive #2216 "Fingerprinting/Criminal History Inquiry – New Employees, and Contractors."

Background Check:

- (1) When a Contractor proposes a Provider, any previously completed background check shall be furnished with such Provider's Master File at the time of proposal. If there was no previous background check, the Contractor shall perform a complete background check and provide the results thereof to the correctional facility. If a prior background check was completed more than six months, then the Contractor shall perform an updated background check and provide the results thereof to the correctional facility.
- (2) The Contractor is responsible for completing background checks on each Provider prior to such Provider beginning work. The completion of a background check of a given Provider shall not provide a given Provider with clearance to secured areas. A Contractor is required to maintain records of background checks for the Contract term, to include them in the Candidate's Master File, and make such records available to the State when requested.

(3) At a minimum, the background check must include the following steps:

- i. Undertaking a criminal history record check including a) a national criminal history check, and b) state and county criminal checks using the NYS Office of Court Administration (NYSOCA) and comparable searches of states where the person lived, worked or attended school during the past five years. In the alternative, a Contractor may elect to obtain the record of convictions from NYSOCA directly and from their equivalents from other states where the person lived, worked or attended school during the past 5 years;
- ii. For positions in which the Candidate may be working directly or indirectly with minors, the elderly, or incapacitated individuals, determine if the Candidate is listed on the NYS Sex Offender Registry. The Authorized User is responsible for communicating these circumstances to the Contractor;
- iii. Verification of previous employment for the past five years;
- iv. Verification of educational background;
- v. Verification of social security number and U.S. citizenship or legal resident status;
- vi. Any other check requested by the correctional facility as necessary.

After the completion of the background check, the Contractor shall provide the results to the correctional facility. The correctional facility shall review the information and make a determination about the suitability of the Provider in accordance with the relevant statutory and contractual provisions.

B. Provider Removal: If a Contractor becomes aware that any Provider it has provided to work for a correctional facility becomes a potential unacceptable risk to the State, the Contractor shall immediately notify the correctional facility, and jointly decide if it is necessary to remove that Provider from the site. If a Provider is removed, the Contractor will propose a qualified substitute. A correctional facility may waive the removal of a Provider by providing a written waiver to the Contractor. Should a correctional facility find a Provider to be an unacceptable risk to the State, the correctional facility shall notify the Contractor and may request that the Contractor provide a replacement.

Master File: "Master File" shall mean an electronic file maintained by Contractor for each Provider servicing the correctional facility. The Master File must include: qualifications, certifications, licenses, and background checks.

NEW YORK STATE and DOCCS POLICIES

The Contractor agrees to comply with all applicable New York State and DOCCS policies, procedures, regulations and directives throughout the term of the contract. Any individual Provider hired by the Contractor to work in the facilities and approved by DOCCS, by virtue of accepting his/her assignment, must abide by all the policies, rules and regulations of the Department.

Specifically, each individual Provider is to be made aware of and agree to comply with the following Department Directives, as currently written, or as revised, included in **Attachment S**.

- #2216 – Fingerprinting/Criminal History Inquiry - New Employees and Contractors
- #2810 – Information Security Policy
- #4027A – Sexual Abuse Prevention & Intervention - Inmate-on-Inmate
- #4028A – Sexual Abuse Prevention & Intervention – Staff -on-Inmate
- #4900 - Security in the Gate Areas/Secure Posts
- #4936 - Search of DOCCS Employees

Note: Directive #4900 is not included in this Mini-Bid but will be made available to the approved Contractor. This Directive will have no bearing on bid price. Each Provider shall participate in an Orientation Program at the facility in accordance with Training Manual 7.150 "Orientation Program for Per Diem and Non-Departmental Employees."

2.7 AUTHORIZED USER INSURANCE REQUIREMENTS

See **Attachment I – Contractor Insurance Requirements**

2.8 PROPOSAL SUBMISSION

All bids must be submitted and received by the bid submission dates and times indicated for “Bid Submission Deadline” as specified in this Mini-Bid. Bids received after the Bid Submission Deadline shall be rejected.

To be considered eligible, the Bidder must submit a complete response to this Mini-Bid in conformance with the format and content requirements set forth in this Mini-Bid. Any bid that does not provide all the information requested may be subject to rejection. The bid must contain sufficient information to assure the State of its accuracy.

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. All exceptions and deviations must be noted in bids. If a Bidder submits its proposal ahead of the submission deadline, it may submit an amended Proposal any time prior to the Proposal Submission Due Date indicated in Key Events/Dates.

PROPOSALS WILL NOT BE ACCEPTED VIA FAX OR EMAIL.

NOTE: Bidders should request a receipt containing the time and date received and the initials of the receiver for all hand-deliveries and ask that this information also be written on the package(s).

A. Proposal Packaging and Submission

For the purpose of evaluation, each proposal must be submitted in five (5) parts, but mailed together.

1. **Part I – Administrative Proposal** - Shall be comprised of the Bidder’s response to the Administrative Requirements in this document and the submission of mandatory forms and documents included in Attachment B – Bid Submission checklist. Complete and submit one (1) original and one (1) exact copy of each. Notarized signatures are required on some forms. Include a copy of **Attachment B - Bid Submission Checklist**.
2. **Part II - Technical Proposal Submittal** - Must consist of the technical proposal submittal ONLY. The technical proposal submittal must include a minimum of two (2) originals and six (6) exact copies. DO NOT include any pricing information **Attachment D**.
3. **Part III – Diversity Practices Questionnaire** - Must consist of the Diversity Practices Questionnaire submittal ONLY. The Diversity Practices submittal must include one (1) original and (3) exact copies **Attachment E**.
4. **Part IV - Cost Proposal Submittal** - Must consist of the cost proposal submittal ONLY. The cost proposal submittal must include three (3) originals and be clearly marked “Mini Bid #2018-03 Cost Proposal” in a separate sealed envelope **Attachment C**.
5. **Part V – Corresponding Electronic Media (2 flash drives)** – The first flash drive must consist of three separate PDF documents (Administrative Proposal, Technical Proposal and Diversity Practices Questionnaire); the second flash drive must consist of one PDF of the Cost Proposal only.

Each part must be completed in itself in order that the evaluation of each part can be accomplished independently and concurrently, and that the technical submittal can be evaluated strictly on the basis of its merits. **Cost information is not to be included in Parts I or II or III** and must be sealed separately.

The rules established for proposal content and format will be enforced. Variations from the rules prescribed herein may result in disqualification of the proposal. It is in the best interest of the bidder to become familiar with the constraints imposed on its proposal, so that the evaluation process can proceed in a timely manner.

All proposals and accompanying documentation will become the property of the State of New York and will not be returned. The content of each bidder's proposal will be held in strict confidence during the evaluation process. The successful bidder's proposal, including all subsequent correspondence and a copy of the Mini-Bid, will be made a part of the contract. Therefore, an authorized representative must sign each original proposal submitted.

Proposals that make extensive use of color photographs or illustrations, or that include separate brochures or marketing materials and overly elaborate embellishments, are discouraged.

All proposals submitted in response to this Mini-Bid must be written in the English language with quantities expressed using Arabic numerals and United States Dollars (\$ USD), as applicable.

Should there be a discrepancy between the electronic media and the original hard copy, the hard copy takes precedence.

3. GENERAL TERMS AND CONDITIONS

3.1 DEFINITIONS

Bidder or Offeror or Proposer	Any individual or entity submitting a proposal for this Mini-Bid
Commissioner	Commissioner of the Department of Corrections and Community Supervision or duly authorized representative
CMMS	Computerized Maintenance Management Software
Contractor	The successful bidder awarded a contract as a result of this Mini-Bid
CSC	Computer Security Coordinator
DOCCS	Department of Corrections and Community Supervision
EAM	Enterprise Asset Management System
Facility or CF	Correctional Facility
FPC	Food Production Center
Hub	A group of correctional facilities within the same geographic region.
ITS	Office of Information Technology Services
PREA	Prison Rape Elimination Act
Vendor	Any individual or entity doing business with New York State.

3.2 MINI-BID WITH STATEMENT OF WORK DOCUMENT AND ATTACHMENTS

This Statement of Work is comprised of the following:

- Mini-Bid #2018-03 Enterprise Asset Management System (this document)
- Attachment A: Application Cover Sheet
- Attachment B: Bid Submission Checklist
- Attachment C: Cost Proposal
- Attachment D: Technical Proposal
- Attachment E: Diversity Practices Questionnaire
- Attachment F: Encourage Use of NYS Business
- Attachment G: Non-Disclosure Agreement
- Attachment H: Procurement Lobbying Certificate
- Attachment I: Insurance
- Attachment J: MWBE
- Attachment K: Consultant Disclosure Form A and B
- Attachment L: Facility Map, Correctional Facility Listing and Other Locations
- Attachment M: Inquiries Template
- Attachment N: Deliverables Acceptance Form
- Attachment O.1 – O.6: Key Personnel Forms
- Attachment P: Vendor Assurance of No Conflict of Interest or Detrimental Effect
- Attachment Q: Enhancement Request Form
- Attachment R: No Cost Change Request Form
- Attachment S: Directives
- Attachment T.1: Criminal Justice Information Services (CJIS) Security Policy
- Attachment T.2: FBI CJIS Security Addendum and Certificate
- Attachment U: Mandatory Intent to Bid

3.3 ADDITIONAL TERMS AND CONDITIONS

NOTICE OF POLICY AND PROHIBITIONS ON PROCUREMENT LOBBYING AND CONTACTS

State Finance Law §139-j (6) prohibits certain types of contacts between Contractors and DOCCS during this procurement's Restricted Period. Restricted Period is defined as the period of time commencing with the earliest written notice, advertisement or solicitation of a Mini Bid until the contract is awarded and approved by DOCCS or the State Comptroller, as applicable.

DOCCS must keep a written record of any contacts between it and a contractor. Contacts is defined by the statute as those oral, written or electronic communications that a reasonable person would infer are attempts to influence the governmental procurement. Contractors may contact the designated contact listed above.

There are certain statutory exceptions to this set forth in State Finance Law §139-j(3)(a). These exceptions and additional information and guidance on the "Restricted Period" and permissible contacts can be found in the guidelines issued by the New York State Advisory Council on Procurement Lobbying, which can be found on the OGS website at:

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

CONTRACTOR RESPONSIBILITIES

1. The contractor may utilize subcontractors to broaden the candidate (resource) base under the agreement. The contractor shall remain responsible for all acts or omissions of their subcontractors and shall assume full responsibility for all services. The contractor is responsible for payment of all subcontractors contracted by the contractor in performance of this agreement.
2. Provide a full-time Project Manager dedicated to the integration project. This manager must be fluent in the English language (e.g., listens, speaks, reads, writes, understands, and comprehends English fluently). This manager will be responsible for directing the work of the Contractor resources, coordinating and communicating with the DOCCS Project Manager and ensuring the project deliverables are met according to the Project Plan.
3. Provide weekly updates (via meeting, conference call, or written report) to DOCCS Project Manager to report on project progress.
4. Provide formal monthly briefings for DOCCS Project Manager and Executive Steering Committee regarding project progress and status.
5. All documentation offered to the Contractor to assist in their efforts will be turned over to the DOCCS when the Contractor's work has been completed. Any documentation created as part of any assignment is the property of DOCCS and will be turned over to DOCCS in paper and/or electronic format at the discretion of DOCCS.

3.4 DOCCS RESPONSIBILITIES

1. DOCCS will assign a resource to act as the liaison for the agency and as a primary contact for the Contractor. The DOCCS contact will answer all technical and analytical questions for the Contractor. Additional DOCCS and ITS resources, as is necessary, will work closely with contractor resources to develop the skills necessary to maintain and support the solution.
2. Subject matter experts (SMEs) to assist in analyzing the existing programs and interpreting program logic.
3. SMEs and technical staff to review and approve documentation, design and architecture.
4. On-site hardware and software to implement the development, test and production environments. The contractor is responsible for all off-site development and test facilities.
5. Coordination of tests conducted with external agencies for the final Acceptance test.
6. Test data or access to a test database in accordance with DOCCS and ITS' security and technical policies.
7. User Acceptance testing and final approval of the system.

3.5 DOCCS DISPUTE RESOLUTION PROCEDURE

The Parties 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. Senior management representatives of the Parties must meet within three (3) Business Days in the event a dispute threatens the performance of a material portion of the Service. During the course of a dispute, Contractor must 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. The Bidder must provide an ongoing support plan that includes responses to all requirements identified. The Bidder's response must include details on its approach to problem resolution and software maintenance. Additionally, the Bidder must describe the staffing structure for the State that is recommended to properly support an on premises solution.

3.6 ENHANCEMENT BUDGET PROVISION

There will be a 10% provision

3.7 TRAVEL

Travel reimbursement will not be provided under this Contract.

3.8 RETAINAGE

DOCCS will hold back 15 percent for the cost of each Deliverable. All Severity 1 and 2 defects must be resolved to DOCCS satisfaction followed by system stabilization for a minimum of three months prior to DOCCS releasing any retainage to the contractor. Payment will be made after final acceptance of all Deliverables.

3.9 ADDITIONAL INCENTIVES

DOCCS has no additional incentives for this Mini-Bid.

3.10 PROVISION FOR EARLY TERMINATION

The parties agree to an orderly transition of delivery of services in the event of early termination. DOCCS or its designee shall require the completion of the following activities and all parties shall agree to a coordinated, collaborative and timely execution of these activities, to commence at the time of a written notice of termination.

1. Inventory of Assets and Services: The Contractor shall provide the Agency with a complete inventory of all assets and resources required for the operation of the System. The purpose of this inventory is to identify all the deliverables completed up to the date of termination. The inventory will cover the following categories.

- a. Custom Materials. DOCCS shall consider all software products developed as a result of this PBITS to be Custom Materials. This shall include, without limitation, such things as: programs; programming tools; source codes; object codes; configurations, web services, program Data; user or training manuals; reports; drawings; and any other materials, preliminary, final, and otherwise created, prepared, written, or developed whether jointly or individually for DOCCS under this PBITS. The Contractor shall produce the documentation necessary to identify any work products as previously existing materials.

- b. Transfer of Data. The Contractor shall provide for the transfer of Data and Data archives and any other related information or program Data and all related documentation to the Agency or its designee.

2. Developing a Detailed Transition Plan: The Contractor shall work with DOCCS or its designee to develop a detailed transition plan to clearly define and detail the transition of the System Data and DOCCS's assets and deliverables. This plan shall include all activities that allow for the preparation and delivery of Data and functional infrastructure to allow for continued services, and the timeframe in which these activities will be performed. For each major activity within the plan, the responsible party for the major activity will be identified and the deliverable for the major activity will be clearly identified. For each detailed activity in the plan, the resources will be identified that will perform the work. The detailed transition plan shall include, but not be limited to the following elements:

- a. Transfer of Data. The transition plan shall detail the activities to be performed by the Contractor and DOCCS or its designee to provide for the transfer of Data, DBMS, entity-relationship diagrams of the Database schema, Data archives, and any other related information or program Data and all related documentation to DOCCS or their designee.
- b. Transfer of Custom Materials. The transition plan shall detail the activities to be performed by the Contractor and DOCCS or its designee to provide for the transfer of all custom software materials and software products determined to be assets of DOCCS.

3. Execution of the Transition Plan: The Contractor shall execute the activities defined in the transition plan and provide regular status on the transition to DOCCS. DOCCS will work closely with the Contractor to ensure the activities are performed in a timely fashion and facilitate the resolution of any issues that arise during the transition. DOCCS will also provide a timely review of each deliverable from the transition plan to ensure it fulfills DOCCS's requirements.

4. Termination Close-out: The Contractor shall review the transition plan with DOCCS to ensure all deliverables have been accepted by DOCCS.