



NEW YORK STATE
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
OFFICE OF CYBER SECURITY



Andrew M. Cuomo, Governor

Thomas D. Smith, Director

Funding for this RFP is provided under the American Recovery and Reinvestment Act (ARRA). If you receive funding under this solicitation, you may be subject to special terms and conditions, including but not limited to: detailed reporting requirements; audit of your use of ARRA funds; Buy American and Davis-Bacon prevailing wage requirements for construction activities. You will be required to provide certain information in a timely manner to meet ARRA requirements. See Attachments for a list of special terms and conditions. Failure to comply may result in the loss of Federal funding.

COMPETITIVE PROCUREMENT ENTITLED:
Street Address Mapping (SAM)

RFP #: DHSES/OCS 01-2012

CONTRACTING ENTITY:

**NYS Division of Homeland Security and Emergency Services
Office of Cyber Security
Thomas D. Smith
Director
1220 Washington Ave, Bldg. 7A, 4th Floor
Albany, NY 12226**

IMPORTANT NOTICE: A Restricted Period under the provisions of the State Finance Law relating to procurement lobbying is currently in effect for this Procurement, and will remain in effect until State Comptroller approval of the Contract resulting from this Request for Proposals (RFP). During the Restricted Period of this Procurement ALL communications must solely be directed, in writing, to either of the following individuals and shall be in compliance with the provisions of the State Finance Law relating to procurement lobbying and all other RFP instructions. Attempts to influence the Procurement, as defined by the State Finance Law, may only be made to the Designated Agency Contact. Other communications relating to the Procurement may be directed to the Solicitation Contact (see State Finance Law, §139-j[3][a]).

Designated Agency Contact	Solicitation Contact
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Any contacts and/or questions concerning this RFP must be directed in writing by e-mail or postal mail to
SAMRFP@dhSES.ny.gov

or

New York State Division of Homeland Security and Emergency Services
RE: RFP No. DHSES/OCS 01-2012
1220 Washington Avenue, Building 7A, 4th Floor
Albany, New York 12226

Please note, the Division of Homeland Security and Emergency Services reserves the right to change, or clarify any information or Key Dates in this Request for Proposal (RFP). Such notification will be made by posting an amendment on <http://www.dhSES.ny.gov/ocs/rfp/sam-rfp2012.cfm>. It is the sole responsibility of Offerors to check periodically for any new information or amendments posted.

Key Points to Keep in Mind When Responding to this RFP

- 1. Please read the *entire* RFP document thoroughly.** Note key items such as: dates, qualifying and mandatory requirements, services required and proposal packaging requirements.
- 2. Note the contact information of the Designated Contacts.** These are the only individuals with whom you are permitted to communicate regarding this RFP.
- 3. Take advantage of the “question and answer” period.** You may submit your questions to SAMRFP@dhses.ny.gov, by the question submission due date listed in the Key Dates section of this RFP. Any questions that concern confidential or proprietary information must be marked “Confidential.” If the sharing of the question and response with all Offerors will help to ensure fair competition, the question will be rephrased to eliminate information that would reveal the Offeror’s identity, as well as any confidential or propriety information in the original question. All amendments, clarifications, and questions and answers will be periodically posted on the website at <http://www.dhses.ny.gov/ocs/rfp/sam-rfp2012.cfm> and it is the Offeror’s responsibility to check periodically for any updates.
- 4. Completely address all qualifying and mandatory requirements and be sure to check back for any issued amendments.** To ensure you are not unnecessarily disqualified from Proposal evaluation, thoroughly read all proposal requirements and provide complete responses. The lack of clarity in a proposal will not be interpreted in the Offeror’s favor. All Contract requirements included in this RFP should be considered mandatory and all Offerors are cautioned that any such exception or objections may render their bid non-responsive at the sole option of the Division. The Division reserves the right to issue amendments in the form of addenda to this RFP prior to the date for proposal submissions. Make sure that all requirements are addressed and all copies are identical and complete. All amendments subsequently must be incorporated, as necessary, into the Offeror’s proposal. Failure to include this information in your proposal may result in disqualification or a reduced technical score.
- 5. Package your proposal as required in this RFP.** Make sure that your proposal conforms to the packaging requirements. Proposals not packaged accordingly may be deemed nonresponsive.
- 6. The Division will notify all Offerors of the selected vendor.** Offerors whose proposals are not selected will receive written notification of the name of the Offeror selected by the Division. The Offeror to whom a contract is ultimately awarded is referred to in this RFP as “Contractor.”

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1 PROJECT OVERVIEW

1.1 Background

The New York State Division of Homeland Security and Emergency Services (DHSES), Office of Cyber Security (OCS) is charged with the following responsibilities:

- Leading and coordinating New York State's (State) efforts regarding cyber readiness and resilience;
- Leading and coordinating geographic information technologies, including the New York State Statewide Digital Orthoimagery Program (DOP) streets and address mapping, and other framework data layers;
- Geographic Information System (GIS) support during DHSES event responses;
- Coordinating the critical infrastructure GIS data throughout the State;
- Staffing the State's cyber incident response team; and
- Monitoring the State's networks for malicious cyber activities.

The efforts of OCS are built upon cooperation and input from a variety of entities, and focus on building strong relationships between and among the public (federal, state, and local) and the private sectors to best ensure our State's cyber readiness and GIS coordination.

In 2005, OCS released the State's first comprehensive, up-to-date statewide Street and Address data sets. Usage of this state-owned data is extensive as state agencies and partnering local governments incorporate the data into many of their day-to-day activities and GIS applications.

Building on this interest, OCS implemented an innovative GIS data-maintenance program that focuses on developing strong partnerships with county and local governments to capture data changes from authoritative sources. Updates are quickly incorporated into the GIS data sets that are then redistributed back to all users on a quarterly basis to ensure timely access to the updates. This timeliness has been key to attracting new local government partners, particularly organizations responsible for implementing Enhanced 911 (E911), as information they use in their emergency response systems must be as up-to-date as possible. For easier ingestion of the quarterly deliverables, many organizations also adopted the State's data model in whole or part.

The OCS has embarked on a major project called Street Address Mapping (SAM) to create more detailed and comprehensive GIS data needed for Next Generation 911 (NG911) dispatch. NG911 systems, unlike current 911 systems, do not use "land line" telephone service, but use TCP/IP to support new types of communication to Public Safety Answering Points (PSAPs), including text messaging, photos, video, or automated sensors in addition to wired or wireless phone calls. Legacy E911 systems primarily use lookup tables to match a caller's phone number to a street address for locating the caller and identifying the corresponding PSAP and emergency responders. In NG911 systems, the lookups are done via GIS, based on latitude-longitude coordinate pairs transmitted based on the location of the caller. In order for the PSAP to determine the address of the transmitted coordinates, as well as the relevant police, fire, and EMS zones, caller coordinates are used to drill through GIS data layers and make a "spatial match."

The transition to NG911 presents significant challenges because GIS address data is not uniformly available across the State and, where it exists, is not always sufficiently accurate to support NG911.

OCS received grant funding from the National Telecommunications and Information Administration (NTIA) to create address data in support of mapping broadband availability. In order to establish a long-term maintenance strategy for address points, OCS determined that it is critical to engage the 911 community. In an effort to leverage these funds to support the transition to NG911, OCS has conducted outreach to the 911 community. Given that the community recognizes the lack of uniformly good data and that many counties pay local telephone carriers to license address lookup data, the response has been very positive. This project will use the grant funds to contract for assistance in taking data available from OCS (which include State and local data), as well as optional data contributed by the successful Bidder, and establish accurate address points at structures and at the centroids within the parcel of addressed vacant parcels.

All Bidders are encouraged to review OCS's SAM page at <http://www.dhSES.ny.gov/ocs/streets/> and the New York State Geographic Information Systems (NYS GIS) Clearinghouse data inventory page at <http://gis.ny.gov/gisdata/inventories/member.cfm?organizationID=522>

1.2 Project Scope of Work Summary

OCS is requesting proposals from qualified commercial firms experienced in the development of consistent, comprehensive statewide GIS address databases. The goal of this Request for Proposals (RFP) is to contract for assistance in taking data available from OCS (which include both State and local data), as well as optional data contributed by the Contractor, and establish accurate address points at structures and at the centroids within the parcel of addressed vacant parcels (Project). The Contract resulting from this RFP will be for a term coterminous with the NTIA grant-funding period, currently scheduled to terminate on September 30, 2014. This project has an anticipated budget not to exceed \$1,950,000. A more detailed explanation of the Project scope is included in Exhibit A.

This RFP is being issued in connection with the Division of Homeland Security and Emergency Services' receipt of federal funding received under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (ARRA). Funding for this RFP and any resulting Contract shall, at all times, be subject to the appropriation of necessary funds.

The Contract is contingent on approval by the National Telecommunications and Information Administration (NTIA) of the amount and use of grant funds for the purpose of this procurement.

This Contract will be subject to approval by the New York State Office of the Attorney General (AG) and the New York State Office of the Comptroller (OSC).

1.3 Definitions

The term "Bidder" shall be defined as an individual, organization, or company that submits a Proposal in response to this RFP. "Contractor" shall be defined as the successful Bidder selected as a result of the evaluation of Proposals submitted in response to this RFP and which executes a contract with OCS. "Services" shall be defined as the services to be provided by Contractor pursuant to the Contract resulting from this RFP.

Definitions for these and other terms in this document, its appendices, and attachments, can be found in, Appendix K.

1.4 Bidder Eligibility

Bidders must meet all of the requirements of this Section in order to be eligible to respond to this RFP.

1. *Qualifications*

- a. In order to be considered for evaluation/selection, a Bidder must attest, using Appendix D – Verification of Minimum Qualifications, that it meets the minimum qualifications set forth below and in Appendix D, Part 3. Inability to meet the minimum qualifications set forth in this RFP will result in the rejection of a Proposal as non-responsive.
- b. Bidder, at time of Contract award and throughout the term of the Contract, must be authorized to conduct business in the State, or have filed an application for authority to do business in the State with the Secretary of State at time of Contract award. Such application must have been approved prior to Contract award. (For details concerning this requirement, refer to: http://www.dos.state.ny.us/cnsl/do_bus.html) To register with the Secretary of State, contact: <http://www.dos.ny.gov/corps/index.html>. Contractor shall notify the State immediately in the event that there is any change in the above corporate status.
- c. The Bidder must represent and warrant that it has completed, obtained, or performed all registrations, filings, approvals, authorizations, consents, and examinations required by any governmental authority for the provision of Services and that it will, in order to perform said Services during the term of the Contract, comply with any requirements imposed upon it by law.

2. *Sufficiency, Capacity, and Experience*

- a. The Bidder must represent and warrant that it possesses adequate staffing resources, financial resources, and organizational structure to perform the type, magnitude, and quality of work specified in the RFP.

- b. The Bidder shall submit satisfactory evidence that it has, in the sole opinion of OCS, the experience specified in Appendix D, Part 3. This information shall be submitted using the forms in Appendix D, Part 3.
- c. If the Bidder proposes that the work specified in the RFP be performed by the Bidder in combination with one or more subcontractors, the Bidder shall also submit satisfactory evidence of the experience of the subcontractors and experience working within such a multiple-firm environment in Appendix D, Part 3.
- d. At least three (3) client references, as specified in Section 3.2, below, shall be provided to support the experience claims. Contact information shall include company name, contact name, e-mail address, street address, and telephone number.
- e. Bidders are advised that OCS's intent in having the foregoing requirements is to ensure that only qualified and reliable Bidders perform the required Services. OCS reserves the right to require additional information to enable it to make a determination of the Bidder's qualifications.

Failure to submit, in whole or in part, any of the above information regarding the Bidder's qualifications can be the basis for a determination that the Proposal is non-responsive and may result in a rejection of the Proposal of that Bidder.

1.5 Best Value Procurement – Evaluation/Selection

Subject to the rights reserved under Section 4.1, below, OCS will select a Bidder based on an evaluation of Proposals received in response to the RFP. As described in more detail Section 4.1, below, the award will be made to the qualified Bidder whose Proposal is determined to provide the "Best Value" to the State, pursuant to Article XI of the State Finance Law. The award shall be based on the objective and quantifiable analysis as set out in Section 4 with thirty percent (30%) of the overall award based on the Bidder's Financial Proposal and seventy percent (70%) of the overall award based on the Bidder's Technical and Management Proposal.

2 INSTRUCTIONS TO BIDDERS

This Procurement is being conducted in accordance with, and is subject to, the competitive bidding laws of the State of New York (New York State Finance Law, Article XI) and the New York State ethics laws (New York State Public Officers Law, §§ 73 and 74).

2.1 Procurement Timetable

Following is the Timetable of Key Events for this RFP:

Table 1 Procurement Timetable

EVENT	DAY	DATE
1. Release of RFP	Monday	9/24/2012
2. Return Notice of Interest	Tuesday	10/2/2012
3. Written Questions Due from Bidders for Pre-Bid Conference	Tuesday 5:00 p.m. EDT	10/2/2012
4. Mandatory Pre-Bid Web Conference	Thursday 1:00 p.m. EDT	10/4/2012
5. Final Written Questions Due from Bidders	Thursday 4:30 p.m. EDT	10/11/2012

6. Official Response to Bidders' Questions	Wednesday	10/17/2012
7. Final version of Appendix D, Part 6 posted to RFP website	Wednesday	10/17/2012
8. Closing Date for Receipt of Bids / Bid Opening Date	Thursday 2:00 p.m. EDT	11/1/2012
9. Notify selected bidder and non-selected bidders	Friday	11/16/2012
10. Contract Finalization with selected Bidder	Friday 1:00 p.m. EDT	11/30/2012
11. Contract Award (Approval by the Office of the State Comptroller)		4-8 weeks from contract finalization

NOTE: This is a tentative timetable, which may be modified ONLY to address the State's needs.

2.2 Procurement Lobbying- OCS Solicitation Contact and Designated Agency Contact

All Bidders are required to comply with the provisions of sections 139-j and 139-k of the State Finance Law, as well as Article 1-A of the Legislative Law. For procurements within the scope of sections 139-j and 139-k of the State Finance Law, OCS is required to establish a "Restricted Period" during which communications intended to influence the procurement, "contacts" as defined by section 139-j of the State Finance Law, may only be made to the OCS Designated Agency Contact, while certain other types of communications are permitted to be made to the OCS Solicitation Contact. Bidders and persons acting on their behalf should consult the Advisory Council on Procurement Lobbying (see <http://ogs.ny.gov/Aboutogs/regulations/defaultAdvisoryCouncil.html>) and the New York Temporary State Commission on Lobbying (see <http://www.jcope.ny.gov/advisory/lob/opinio31.htm>) for further guidance on the nature of the communications which may be made to the OCS Designated Agency Contact and the OCS Solicitation Contact. Additional information concerning these communications appears below.

A. OCS Solicitation Contact:

The individual in the table on the cover page is designated as the OCS Solicitation Contact for this Procurement. Except for those communications that are required to be made to the OCS Designated Agency Contact, all inquiries, questions, filings, and submission of Proposals must be directed to the OCS Solicitation Contact in writing. **Proposals must be submitted in hard copy to the above address by First Class Mail, Hand Delivery, or Express Mail Courier Service, and may not be submitted by phone, e-mail, or facsimile.**

The Solicitation Contact individual is the sole authorized contact person for the State for this RFP. Any inquiries, questions, filings, or submission of Proposals that are submitted to any other individual or physical address shall not be considered as official, binding or as having been received by the State.

B. Designated Agency Contact:

The individual on the cover page designated as the OCS Designated Agency Contact for this Procurement and all communications intended to influence the Procurement, "contacts" as defined by section 139-j of the State Finance Law, during the Restricted Period for this Procurement must be directed to the OCS Designated Agency Contact in writing.

Any inquiries, questions, filings or submission of Proposals that are submitted to any other individual or physical address shall not be considered as official, binding or as having been received by OCS.

2.3 Mandatory Pre-Bid Web Conference

A MANDATORY PRE-BID Web Conference will be held as set forth in Section 2.1, Table 1 Procurement Timetable. Prospective Bidders that do not participate in the Pre-Bid Web Conference **will be disqualified from submitting a Proposal**. A prospective Bidder that does not participate in the Pre-Bid Web Conference may, however, still be identified as a subcontractor to a Bidder.

One topic that will be covered in the Pre-Bid Web Conference is the information necessary to complete a proposal. Appendix D, Part 6 is a tentative list of counties and the required order of delivery by the Contractor. A final version of Appendix D, Part 6 will be provided as set forth in Section 2.1, Table 1 Procurement Timetable. In addition, the Source Usage Documents (SUDs) from each County will also be available for download at the RFP website at: <http://www.dhSES.ny.gov/ocs/rfp/sam-rfp2012.cfm>.

OCS will provide Bidders with a SUD for each assigned County. All provided datasets will be documented in the SUD. For those counties that do not have county provided data available, it can be assumed that OCS's Streets, address points and Orthoimagery are available. The SUD is standardized documentation of data available for each County (see sample in Attachment 4, the most current preliminary SUDs will be posted on line). It will define the primary and supporting data sources that the Contractor is expected to use in the data build. It also contains, based on the data available, the minimum point count expected for each county deliverable. Instructions will be given to bidders at the Pre-Bid Web Conference in how to use these materials in preparing a proposal.

Each prospective Bidder **must register for the Mandatory Pre-Bid Web Conference** prior to the date indicated in Section 2.1, Table 1, Procurement Timetable, for the Mandatory Web Conference. Each interested Bidder is requested to limit the number of representatives registering to three.

A Bidder must pre-register on-line for the Mandatory Pre-Bid Web Conference.

Instructions for the Pre-Bid Mandatory Web Conference will be posted to the DHSES website at <http://www.dhSES.ny.gov/ocs/rfp/sam-rfp2012.cfm> prior to the Web Conference. It is the obligation of the prospective bidder to check the DHSES web site for updates.

Prospective Bidders should submit questions in writing prior to the Pre-Bid Web Conference in order to ensure accurate and complete responses during the Web Conference. Specific questions concerning the RFP shall be submitted in writing to SAMRFP@dhSES.ny.gov on or before the date and time set forth in Section 2.1, Table 1 Procurement Timetable. To expedite its responses, OCS has provided a Question Template form (see RFP, Appendix G) which Bidders are required to use in submitting questions regarding the RFP.

At the Web Conference, questions will be permitted only through the "chat" function and may be answered by "chat" or verbally at the Pre-Bid Conference. However, answers may be deferred and included in the written OCS response to vendor inquiries, which will include answers to all submitted questions, and posted on the DHSES website as set forth in Section 2.1, Table 1 Procurement Timetable. Each question must cite the particular RFP page number, section, and sub-section to which it refers.

Only those answers provided in writing by OCS are effective and binding pursuant to the Procurement Lobbying Law.

Written questions may be submitted after the Pre-Bid Web Conference but must be received no later than the date and time indicated in Section 2.1, Table 1 Procurement Timetable, in order to be considered. Representative questions and responses, as well as addendums to the RFP, will be posted on the DHSES website at <http://www.dhSES.ny.gov/ocs/rfp/sam-rfp2012.cfm> on the date indicated in Section 2.1, Table 1 Procurement Timetable.

2.4 Submission of Questions

All questions relating to the content of this RFP must be directed, in writing by email to the Solicitation Contact at SAMRFP@dhSES.ny.gov. Only those questions received prior to the Deadline for Submission of Bidder Questions as set forth in Section 2.1 will be accepted. Each question must cite the particular RFP page number, section, and sub-section to which it refers.

To expedite its responses, OCS has provided a Question Template form (see RFP, Appendix G) which Bidders are required to use in submitting questions regarding the RFP.

2.5 Official Responses to Questions

Written copies of questions accepted and answered to the RFP, will be posted on the DHSES website at <http://www.dhSES.ny.gov/ocs/rfp/sam-rfp2012.cfm> unless the potential Bidder submitting the question claims that the question is proprietary in nature and such claim is upheld by OCS, on or before the **Official Written Response to Questions Release Date** as set forth in Section 2.1. OCS will not respond to questions regarding proprietary processes of incumbent contractors, if any.

In addition to the questions accepted and answered, addendums to the RFP, will also be posted at: <http://www.dhSES.ny.gov/ocs/rfp/sam-rfp2012.cfm>.

2.6 Notice of Interest

Firms are asked to return a Notice of Interest Form (Appendix M) by the date set forth in Section 2.1 Table 1. The form should indicate whether the Firm plans to submit a proposal and if not, include any reason(s) leading to the decision not to respond.

2.7 Submission of Proposals

Bidder's Proposal must satisfy all of the submission requirements of this RFP. In the event that a Bidder wishes to submit more than one Proposal, each such Proposal must be submitted separately and must satisfy all submission requirements of this RFP.

Each Bidder is solely responsible for the timely delivery of its Proposal to OCS prior to the stated **Proposal Due Date and Time** as set forth in Section 2.1. Delays in United States Postal Service deliveries or any other means of transmittal, including couriers or agents of the State, shall not excuse late Proposal submissions. Phone, facsimile, and e-mail submission of Proposals will **not** be accepted for this RFP.

Proposals accepted in response to this RFP will be subject to separate administrative, technical, and financial evaluations and will not be opened publicly. Any Proposal received at the specified location, set forth in Section 2.2, after the **Proposal Due Date and Time** as set forth in Section 2.1, will be considered a late Proposal. A late Proposal may not be considered for award and may be returned, unopened to the sender. OCS reserves the right, in its sole discretion and at any time, to postpone or cancel the scheduled time for receipt of Proposals.

2.8 Firm Offer (Proposal Effective Period)

Each Bidder must hold its offer firm and binding for a period of at least three hundred sixty-five (365) days from the **Proposal Due Date and Time** as set forth in Section 2.1 of the RFP. In the event that Federal or State funding is not approved or received for this project or a contract is not approved by OSC within the three hundred sixty-five (365) day period, Bidder offers shall remain firm and binding until OCS has secured funding and a contract is approved by OSC, unless the Bidder delivers to OCS written notice of withdrawal of its Proposal.

2.9 Proposal Packaging

The Proposal should be sent in a single shipping carton, but must be organized in **three (3) parts**: (1) *Administrative Proposal*; (2) *Technical and Management Proposal*; and (3) *Financial Proposal*. Therefore, each part must be bound and packaged in separate, sealed envelopes/containers. Electronic copies of the corresponding Bidder's Administrative Proposal, Technical Proposal, and Financial Proposal (collectively, Submissions) must accompany each hard copy submission. To facilitate the evaluation process, original hard copies and one (1) electronic copy (Disk or CD) of each Submission must be submitted. Six (6) copies should be submitted for the Technical Proposal, Four (4) for the Financial Proposal, and two (2) for the Administrative Proposal. Packages containing each submission must be bound separately and clearly identified as to the contents. Electronic submissions must be in Microsoft Word, Excel, Project, and Visio 2010 and/or Adobe Acrobat, as applicable.

Each package (i.e., Administrative Proposal, Technical and Management Proposal, and Financial Proposal) must have a label on the outside of the package or shipping container outlining the following information:

<p style="text-align: center;"><i>Proposal Address Label:</i> DHSES/OCS RFP No. 01-2012 BIDDER NAME BIDDER ADDRESS Indicate package contents, as applicable: <i>ADMINISTRATIVE, TECHNICAL AND MANAGEMENT or FINANCIAL PROPOSAL</i></p>

In the event that the Bidder fails to provide such information on the cover of the sealed packages, OCS reserves the right to open the package to determine its contents. Bidder shall have no claim against the State arising from such opening and such opening shall not affect the validity of the Procurement. Notwithstanding OCS's right to open the package to

ascertain the contents, Bidder assumes all risk of late delivery associated with the Submissions not being identified, packaged, or labeled in accordance with the foregoing requirements.

2.10 Proposal Format

Submissions must be complete and legible. Information required by the RFP must be supplied by the Bidder on the forms or in the format specified in the RFP. Each Bidder is cautioned to verify its Proposal before submission, as amendments to Proposals or requests for withdrawal of Proposals received by OCS after the Proposal Due Date and Time, may not, in the sole discretion of OCS, be considered.

A Language/Currency

All offers (tenders), and all Submissions provided in response to this RFP, shall be written in the English language with quantities expressed using Arabic numerals. All prices shall be expressed, and all payments shall be made, in United States Dollars. Any Proposal received that does not meet the above criteria may be rejected.

B Table of Contents

Each Submission must include a “Table of Contents” that follows the headers set forth in Section 3 of the RFP.

C Index Tabs

Each major section of the Submission must be labeled with an index tab that identifies the title of the major section/part as it is named in the “Table of Contents.”

D Page Numbering

Each page of each Submission must be dated and numbered consecutively from the beginning of the Submission through all appended material.

2.11 Taxes

Unless otherwise specified in the RFP, the quoted rates shall include all taxes applicable to the transaction. Purchases made by the State of New York are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State Sales tax exemption, invoices issued by the Contractor pursuant to the Contract must reference the Contract in order to be considered sufficient evidence that the sale by Contractor was made to the State, an exempt organization under Section 1116 (a) (1) of the Tax Law. No person, firm, or corporation is, however, exempt from paying the State Truck Mileage and Unemployment Insurance or Federal Social Security taxes, which remain the sole responsibility of the Contractor.

2.12 Extraneous Terms

State law prohibits the State from awarding a contract based upon material deviations from the specifications, terms, and conditions set forth in this RFP. Therefore, extraneous terms and conditions are proposed solely at the Bidder’s risk as they may be deemed material deviations by OCS and may render the Proposal non-responsive, resulting in its rejection.

Proposed additional, supplemental, “or equal” or alternative terms (Extraneous Term[s]) may only be considered by OCS to the extent that such Extraneous Term(s) constitute non-material deviations from the requirements set forth in the RFP. If the Bidder proposes to include Extraneous Terms in its official Proposal, the Bidder must meet all of the following requirements:

A Each proposed Extraneous Term must be specifically enumerated in a separate section of the applicable submission (Administrative, Technical and Management, or Financial) labeled “Additional/Extraneous Terms,” using the format set forth in Appendix F;

B The “Extraneous Terms” section must be a written document prepared by the Bidder and may not include any pre-printed literature or vendor forms;

C The writing must identify — by part, section, and title — the particular RFP requirement (if any) affected by the Extraneous Term; and

D The Bidder shall specify the proposed Extraneous Term and the reasons therefore.

Only those terms meeting the above requirements, (A) through (D) shall be considered as having been submitted as part of the Bidder's Proposal.

Extraneous Term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, standard license agreements, standard contracts, or other pre-printed documents), which are physically attached or summarily referenced in the Proposal, or that, in OCS's sole judgment, have not been submitted in compliance with the above requirements (A) through (D), will not be considered as having been submitted with or intended to be incorporated as part of the official offer contained in the Proposal, but rather will be deemed by OCS to have been included by Bidder for informational or promotional purposes only.

Absent OCS's express written acceptance and incorporation of an Extraneous Term, acceptance and/or processing of the Proposal shall not constitute OCS's acceptance of Extraneous Term(s) or be deemed a waiver of OCS's rights set forth in this section.

2.13 Trade Secret Materials and Critical Infrastructure Information

NOTICE TO EACH BIDDER'S LEGAL COUNSEL:

Proposals submitted to OCS in response to this RFP are subject to the New York State Freedom of Information Law (Public Officers Law, Article 6; hereinafter FOIL). Pursuant to section 87(2)(d) of FOIL, records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise" may be exempt from disclosure. In addition, pursuant to section 89(5)(a)(1-a) of FOIL, records or portions thereof that contain critical infrastructure information may be exempt from disclosure ("Critical infrastructure" is defined in §86[5] of FOIL). **A Bidder must follow the procedures in Section 5.19(D) of the RFP, if it intends to seek an exemption from disclosure under FOIL of either or both types of material.** Where such claimed material is embedded in the Proposal, it shall be the responsibility of the Bidder, at its sole cost and expense, to submit redacted versions of the Proposal within 5 (5) days of a request by OCS.

2.14 Commitment to Fair, Open, and Competitive Process

OCS strives to assure a fair, open, and competitive process to all potential Bidders qualified to respond to this RFP. In the event that any prospective Bidder has a complaint or objection to the RFP requirements, the procurement process or any matter affecting the submission of a Proposal, the Bidder is encouraged to contact the Designated Agency Contact listed in Section 2.2 immediately to resolve the matter.

2.15 Ethics Compliance

Bidders/Contractors, their officers, employees, agents, and subcontractors, must comply with the requirements of sections 73 and 74 of the New York State Public Officers Law, establishing ethical standards for the conduct of business with the State. See RFP, Appendix B, NYS Ethics Compliance. In signing its Proposal, Bidder certifies full compliance with these provisions and certifies that for transactions, sales, contracts, services, offers, etc., involving the State and/or its employees under this RFP or the Contract, Bidder/Contractor, its officers, employees, and subcontractors, will comply with such provisions. Failure to comply with these provisions may result in disqualification from the procurement process, termination of the Contract, and/or other civil or criminal proceedings as required by law.

2.16 Procurement Lobbying

As noted in Section 2.2, above, sections 139-j and 139-k of the State Finance Law impose certain restrictions on communications between the State and a vendor during the procurement process. Vendors are restricted from making oral, written, or electronic contacts with New York State employees other than the individuals identified in Section 2.2, above, until OSC has approved the Contract. Statutory exceptions to vendor contact with other than the designated point of contact are listed below:

- Submission of a written proposal in response to this procurement;
- Submission of written questions prior to the proposal due date;
- Complaints filed by a vendor stating that the designated point of contact has failed to respond in a timely manner;

- Negotiations following Contract award;
- Debriefings to vendors that were not award recipients; and
- Filing of an appeal or protest.

New York State employees other than the designated point of contact who are contacted by a vendor are required to obtain and record certain information when contacted that could result in a finding of non-responsibility against the vendor. Such a finding can result in a rejection of a contract award, and in the event of two findings within a four (4) year period, the vendor would become debarred from obtaining New York State contracts. Further information about these requirements can be found at: <http://ogs.ny.gov/Aboutogs/regulations/defaultAdvisoryCouncil.html> .

The State Finance Law also requires that every procurement over \$15,000 include a certification by the vendor that all information provided to the agency is complete, true, and accurate with regard to prior non-responsibility determinations within the past four years based on (i) impermissible contacts or other violations of State Finance Law Section 139-j, or (ii) the intentional provision of false or incomplete information to a governmental entity. See the attachments for the certification form.

The State reserves the right to terminate the award resulting from this procurement in the event it is found that the certification filed by the Bidder in accordance with section 139-k of the State Finance Law was intentionally false or intentionally incomplete. Upon such finding, the State may exercise its termination right by providing written notification to the award recipient.

2.17 M/WBE Utilization Goal Requirements for DHSES\OCS Contracts

It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as Bidders, subcontractors and suppliers on its procurement contracts. Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
 Division for Small Business
 30 South Pearl Street
 Albany, New York 12245
 Phone: (518) 292-5250
 Fax: (518) 486-6416
<http://www.nylovesmwbe.ny.gov>

Offerors are required to submit a Utilization Plan with their proposal. The Utilization Plan shall list NYS Certified Minority and Women-owned business enterprises which the Contractor intends to use to perform the State contract and a description of the contract scope of work which the Contractor intends to structure to increase the participation by NYS Certified Minority and Women-owned enterprises on the State contract, and the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State contract which the Contractor intends to be performed by a NYS Certified minority-or women-owned business. **Any modifications or changes to the agreed participation by NYS Certified MWBEs after the Contract Award and during the term of the contract must be reported on a revised MWBE Utilization Plan and submitted to the Division's Administration Unit.**

a. Participation Levels

The Contractor agrees to make good faith efforts to promote and assist the participation of certified minority-business enterprises (MBE) as subcontractors and suppliers on this agreement for the provision of services and materials in the amount of 10% of the total dollar value of this agreement, and women-owned business enterprises (WBE) as subcontractors and suppliers on this agreement for provision of services and materials in the amount of 10% of the total dollar value of this agreement, for a total of 20%.

Any percentages established in a State Contract are subject to the requirements of Article 15-A of the Executive Law and the regulations published pursuant to thereto (which from time to time may be amended); and
The parties agree as a condition of the State Contract to be bound by the provisions of Section 316 of Article 15-A of the Executive Law.

Please address your ability to obtain participation levels in response to this RFP using **Appendix C Part-Five of this document in order to fully comply with Article 15-A of the New York State Executive Law and 5 NYCRR Part 143.**

b. Guidelines for Utilization

M/WBE participation in various types of subcontracts, supply, leasing and other activities may be considered by the Contractor.

c. Reports

The Contractor is required to complete and submit an M/WBE Schedule of Utilization listing participation of any certified M/WBEs on this contract if goals other than 20 % are established.

Any modification in M/WBE utilization should be forwarded on a revised M/WBE Schedule of Utilization. For purposes of this section, modification means those changes which reduce or increase the dollar amount to be actually performed by an M/WBE, a change in the type of work to be performed, or the addition of other M/WBEs.

2.18 Use of Bidder Submissions

All materials submitted by the Bidder become the property of the State and may be returned in its sole discretion. OCS is not liable for any cost incurred by a Bidder in the preparation and production of any Proposal, or for any work performed prior to the execution and approval of the Contract. To the extent permitted by law, the contents of Proposals shall not be disclosed, except for purposes of evaluation, prior to approval of the Contract by OSC. Selection or rejection of any Proposal does not affect these rights.

2.19 Award of Contract

OCS expects to award one contract as a result of this RFP; however, the State reserves the right to not award any contracts, at its sole discretion.

The State anticipates making a final decision on the selection of Contractor(s) as set forth in Section 2.1. Notification of selection/non-selection will be provided to Bidders.

The RFPs (including all attachments and appendices) and all amendments/clarifications thereto, and the Proposal submitted by the successful Bidder and any clarifications thereto, will serve as the basis for, and will be included as appendices to, the Contract(s) with the OCS.

In the event an agreement cannot be made with the highest-rated qualified Bidder, the Division has the right to award the Contract to the next highest rated qualified Bidder.

The delivery of services based on an approved Contract is expected to commence as set forth in Section 2.1.

Contract award is subject to approval of the Office of the Attorney General and the Office of the State Comptroller.

2.20 Notification of Intent to Award

The successful Bidder will be advised of selection by OCS through the issuance of a formal written correspondence indicating proposed award. All Bidders shall be notified of the selection or rejection of their Proposals. After Contract award, written requests for release of Procurement related materials should be directed to:

New York State Office of Cyber Security
ATTENTION – Records Access Officer
1220 Washington Ave, Bldg. 7A, 4th Floor
Albany, New York 12226

2.21 Debriefing

Unsuccessful Bidders shall be notified upon the OCS's selection of Contractor(s). Consistent with the New York State Procurement Guidelines, a Bidder not selected for award may request a debriefing to discuss the evaluation of its Proposal.

Each unsuccessful Bidder will be accorded fair and equal treatment with respect to its opportunity for debriefing.

Within five (5) days of receiving notification that its Proposal was not selected, an unsuccessful Bidder may submit a written request for a debriefing to the OCS Solicitation Contact at the address set forth in Section 2.2.

The debriefing shall be scheduled within ten (10) business days of receipt of written request by OCS or as soon after that time as practicable under the circumstances.

2.22 Press Releases

Press releases by Bidders relating to this RFP, selection, or rejection, or the Contract are subject to the provisions of Section 5.20(C), below.

3 MANDATORY SUBMISSIONS

BIDDER NOTICE

Each Bidder is under an affirmative duty to inform itself by personal examination of the specifications and by such other means as it may select, of the character, quality, and extent of the work to be performed and the conditions under which the contract is to be executed.

Each Bidder shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the work will be accepted by the OCS as an excuse for any failure or omission to fulfill every detail of all the requirements of the documents governing the work.

Any Bidder in doubt as to the true meaning of any part of the specification or the proposed contract documents shall submit to the OCS Solicitation Contact referenced in Section 2.2, a written request for an interpretation thereof. If a major change is involved on which all Bidders must be informed, such request for interpretation shall be delivered, in writing, by the **Deadline for Submission of Bidder's Questions** stated in Section 2.1. Any interpretation of the proposed documents will be made only by an addendum duly issued. A copy of such addendum will be e-mailed or otherwise delivered to each Bidder, and posted on the RFP website referenced in Section 2.3. Any addendum issued during the time of competitive procurement shall become part of the RFP.

Any verbal information obtained from or statements made by representatives of OCS at the time of examination of the documents or site shall not be construed as in any way amending contract documents. Only such corrections or addenda as are issued in writing to all Contractors shall become a part of the Contract. OCS shall not be responsible for oral instructions.

This RFP is comprised of pages numbered sequentially. If it is determined that a page(s) is missing or otherwise defective, the Bidder must contact OCS immediately so that a corrected copy can be issued to the Bidder. Incomplete Proposals which may be a result of a defective or incomplete RFP will be subject to disqualification. It is the Bidder's responsibility to ensure that all pages have been included in the RFP received.

THE SUBMISSIONS REQUIRED IN THIS SECTION 3 AS SET FORTH BELOW ARE MANDATORY.

Proposals must be submitted in hard copy in accordance with the instructions in RFP and may not be submitted by phone, e-mail or facsimile. The Proposal must contain three (3) distinct submissions:

<i>Administrative Proposal</i>	(Section 3.1, below)
<i>Technical and Management Proposal</i>	(Section 3.2, below)
<i>Financial Proposal</i>	(Section 3.3, below)

3.1 Administrative Proposal

****DO NOT INCLUDE ANY COST DATA IN THE ADMINISTRATIVE PROPOSAL****

SUBMISSION INSTRUCTIONS:

The Bidder must respond to all mandatory sections of the Administrative Proposal in the specified format set forth in RFP, Appendix C. The Administrative Proposal must be furnished in hard copy, with electronic version in Microsoft Word 2010 and/or Adobe Acrobat, as applicable. In the event of a discrepancy, the hard copy shall govern.

The Administrative Proposal must contain the following information, in the order enumerated below:

A Formal Offer Letter and Cover Sheet

At this part of its Administrative Proposal, the Bidder must submit a formal offer in the form of the Formal Offer Letter as set forth in Appendix C, Part 1. The Formal Offer Letter must be signed and executed by an individual

with the capacity and legal authority to bind the Bidder in its offer to the State. The Bidder must accept substantially the terms and conditions as set forth in Section 5 of the RFP, and Standard Clauses for New York State Contracts, Appendix A and agree to enter into a contractual agreement containing, at a minimum, the terms and conditions identified therein. (Note: Any exceptions to said terms and conditions must be identified as Extraneous Terms pursuant to Section 2.12) If a Bidder's Proposal includes the services of a subcontractor(s), the Bidder shall be required to assume responsibility for those services as "Prime Contractor." OCS will consider only the Prime Contractor in regard to contractual matters.

B Bidder Qualification Certification

At this part of its Administrative Proposal, the Bidder must submit an executed Bidder Qualification Certification in the form set forth in Appendix C, Part 2, demonstrating that it meets or exceeds the criteria for eligibility to bid. An individual with the capacity and legal authority to bind the Bidder must execute this certification.

C Bidder Responsibility Certification and Questionnaire

At this part of its Administrative Proposal, the Bidder must submit an executed Bidder Responsibility Certification and Questionnaire in the form set forth in Appendix C, Part 3, demonstrating that it is a responsible bidder. An individual with the capacity and legal authority to bind the Bidder must execute this certification. Notwithstanding the fact that the Bidder remains responsible for the services to be provided by subcontractors, the Bidder must also submit an executed Bidder Responsibility Certification and Questionnaire for any subcontractor who will perform work on this project where the subcontract will equal or exceed \$100,000 over the life of the Contract.

OGS conducts a review of Bidders to provide reasonable assurances that the Bidder is responsive and responsible. A New York State Vendor Responsibility Questionnaire For-Profit Business Entity (hereinafter the "Questionnaire") is used for non-construction Contracts and is designed to provide information to assess a Bidder's responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a bid, the Bidder agrees to fully and accurately complete the Questionnaire. The Bidder acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Bidder is responsible, and that the State will be relying upon the Bidder's responses to the Questionnaire when making its responsibility determination. OGS recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at OSC's website, http://www.osc.state.ny.us/vendrep/vendor_index.htm or to enroll, go directly to the VendRep System online at <https://portal.osc.state.ny.us>. Please note that a Vendor ID is required to enroll in the VendRep System. Please see section NN for information on how to obtain a Vendor ID. Note: Allow up to four (4) business days to accommodate the verification process associated with assigning a Vendor ID and updating the OSC Online Services portal to allow a vendor to enroll to use the VendRep System. OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at <http://www.osc.state.ny.us/portal/contactbuss.htm>. Bidders opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at: http://www.osc.state.ny.us/vendrep/forms_vendor.htm. GROUP 73003 – Administrative Services PAGE 22 22559RFP.doc/SST June 2012 In order to assist the State in determining the responsibility of the Bidder, the Bidder must complete and certify (or recertify) the Questionnaire no more than six (6) month prior to the bid opening date. A Bidder's Questionnaire cannot be viewed by OGS until the Bidder has certified the Questionnaire. It is recommended that all Bidders become familiar with all of the requirements of the Questionnaire in advance of the bid opening to provide sufficient time to complete the Questionnaire. The Bidder agrees that if it is found by the State that the Bidder's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, OGS may terminate the Contract. In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

D Conflicts of Interest

At this part of its Administrative Proposal, the Bidder shall include a Conflicts of Interest statement in the form set forth in Appendix C, Part 4, affirmatively stating that, at the time the Proposal is submitted, Bidder knows of no factors existing at time of Proposal submission or which are anticipated to arise thereafter, which would

constitute a potential conflict of interest in successfully meeting the contractual obligations set forth herein, including, but not limited to:

1. No potential for conflict of interest on the part of the Bidder due to prior, current, or proposed contracts, engagements, or affiliations; and
2. No potential conflicts in the sequence or timing of the proposed award under this RFP relative to the timeframe for service delivery, or personnel, or financial resource commitments of Bidder to other projects.

E Contractor Requirements and Procedures for Equal Employment and Business Participation Opportunities for Minority Group Members and Certified Minority/Women-Owned Businesses

At this part of its Administrative Proposal, the Bidder shall include the forms set forth in Appendix C, Part 5.

3.2 Technical and Management Proposal

****DO NOT INCLUDE ANY COST DATA IN THE TECHNICAL AND MANAGEMENT PROPOSAL ****

SUBMISSION INSTRUCTIONS:

The Bidder must respond to all mandatory sections of the Technical and Management Proposal in the specified format set forth in Appendix D. The Technical and Management Proposal must be furnished in hard copy, with electronic version in Microsoft Word, Excel, Project and Visio 2010 and/or Adobe Acrobat, as applicable. In the event of a discrepancy, the hard copy shall govern.

The Technical and Management Proposal must contain the following information, in the order enumerated below:

A Organizational Overview

At this part of its Technical and Management Proposal, Bidder must provide an Organizational Overview that contains the information solicited of Bidders as set forth below and in the form contained in Appendix D, Part 1.

B Project Overview

At this part of its Technical and Management Proposal, Bidder must provide a Project Overview that contains the information solicited of Bidders as set forth below and as contained in Appendix D, Part 2.

Services under the Contract will be those described in Exhibit A.

The Project Overview shall be in the form of a narrative description of the concise process that the Bidder proposes be used when providing Services to OCS and must include:

- a) The Bidder's understanding of the Project requirements;
- b) A project plan to complete the deliverables within the contract term;
- c) An explanation of the processes that the Bidder expects to use to complete the Deliverables; and
- d) An explanation of any Contractor provided data including number of points and a sample for OCS review.

C Verification of Minimum Qualification

In this part of its Technical and Management Proposal, Bidder must certify that it has the minimum qualifications to perform the Services under the Contract as set forth and contained in Appendix D, Part 3.

D Bidder's Experience - Prior or Current Project References

In this part of its Technical and Management Proposal, Bidder must provide information which demonstrates that Bidder can successfully undertake and support the timely provision of the Services described in this RFP, in the form contained in Appendix D, Part 4. The Bidder must provide a minimum of three (3) (maximum of five [5])

prior and/or current project experience(s) (Project Reference) in the specified format provided in the Project References Table in Appendix D, Part 4. Project References should reflect the Bidder's ability to provide services of similar scope, size, and complexity to that as set forth herein this RFP. The Bidder shall be solely responsible for providing contact names and phone numbers for each Project Reference **and ensuring that each Project Reference is readily available to be contacted by OCS between 8AM and 5PM, Monday through Friday**. If more than three (3) references are provided, OCS will attempt to conduct reference checks with only three (3) of the references provided. It will be in OCS's discretion as to which three (3) references are contacted in the event more than three (3) are provided. If OCS is unsuccessful in contacting one or more of these three (3) references, OCS will attempt to conduct a reference check of a fourth reference, and, if required, a fifth reference in an attempt to conduct at least three (3) reference checks of the Bidder. **If OCS is unable to contact three (3) references, a Bidder's score will be negatively impacted.**

3.3 Financial Proposal

****DO NOT INCLUDE ANY NARRATIVE DESCRIPTION OF THE SERVICES, CLARIFICATIONS, OR CAVEATS IN THE FINANCIAL PROPOSAL ****

Submission Instructions:

The Bidder must respond to all sections of the Financial Proposal in the format specified in the Appendix E. The Financial Proposal must be furnished in hard copy, with electronic version in Microsoft Word and Excel 2010 as applicable. The electronic versions of the Cost Tables must be submitted in Excel 2010 format. In the event of a discrepancy between the hard copy and electronic copy, the hard copy shall govern.

4 BID EVALUATION AND AWARD

OCS will evaluate Bidders' Proposals using the evaluation methods, procedures, and criteria contained in this section. Pursuant to Article XI of the State Finance Law, the basis for award shall be on a "Best Value" basis. As defined in section 163(1)(j) of the State Finance Law, "Best Value" means the basis for awarding contracts to a responsible and responsive Bidder whose offer optimizes quality, cost, and efficiency, and which is consistent with the best interests of the State. The award of the Contract resulting from this RFP will be made to the qualified Bidder whose Proposal is determined to provide the "Best Value" based on the objective and quantifiable analysis as described herein this Section 4, with thirty percent (30%) of the overall award based on the Bidder's Financial Proposal and seventy percent (70%) of the overall award based on the Bidder's Technical and Management Proposal.

4.1 Evaluation/Selection Process

1st Level: Pass/Fail Screening

Each Proposal will be screened on a pass/fail basis for completeness and conformance to the submission requirements stated in the Section 3, Mandatory Submissions. Proposals that do not pass this 1st Level Pass/Fail Screening will be deemed non-responsive and removed from further consideration.

2nd Level: Technical and Management Proposal Evaluation (70% of Overall Bid Score)

The Technical and Management Proposals of those Bidders who pass the 1st Level Pass/Fail Screening will be evaluated based on their content and responsiveness; references provided; and the Bidder's and its proposed staff's qualifications, experience, and ability, and scored based on a weighted scoring system.

3rd Level: Financial Proposal Evaluation (30% of Overall Bid Score)

The Financial Proposals of those Bidders who pass the 1st Level Pass/Fail screening will be evaluated by OCS.

Financial Proposals will be evaluated on a cost-per-point basis. Since the amount to be expended during the initial Term of the Contract cannot exceed \$1,950,000.00 (budgeted amount), the Financial Proposal will be evaluated on the number of points the Bidder proposes to deliver for the fixed cost per point. The Financial Proposal is expected to describe the overall cost of creating points as described in Exhibit A, Section 3.1- Contractor Deliverables. While the level of effort required for different counties may be different depending on the source data, the Bidder is expected to present a single overall cost per point for the entire Project.

OCS will examine the Financial Proposal documents and review them for responsiveness to cost requirements. If a Financial Proposal is found to be non-responsive, that Proposal will not receive a cost score and will be eliminated from consideration.

The cost scores are based on a maximum score (1 or 100%) being allocated to the Financial Proposal with the lowest cost per point. All other Proposals will receive a proportionate score based on the relation of their Financial Proposal to the Financial Proposal offered at the lowest cost per point according to the following formula:

$$\text{Cost score} = \text{Lowest Bidder's Cost per point} / \text{Bidder's Cost per point}$$

Table 2 Proposal Scoring Method

Step	Title	Scoring Method	Points out of 100
1	Pass/Fail-Screening	Pass/Fail	N/A
2	Technical Proposal	Scored	70
3	Cost Proposal	Scored	30
Total			100

State Rights and Prerogatives:

The State reserves the right to:

- at any time prior to Contract execution, withdraw or award the RFP in whole or in part.
- at any time prior to Contract execution, accept or reject any and all Proposals, or separable portions of Proposals, and waive minor irregularities and/or omissions in Proposals if OCS determines the best interests of the State will be served.
- in its sole discretion, accept or reject illegible, incomplete or vague Proposals and its decision shall be final.
- during the evaluation process, to seek clarification information from a Bidder for the purpose of assuring OCS's full understanding of the Bidder's responsiveness to the RFP requirements. This clarification information, if required in writing by OCS, must be submitted in writing in accordance with formats as prescribed by OCS at the time said information is requested and, if received by the due date set forth in the OCS request for clarification, shall be included as a formal part of the Bidder's Proposal. Failure to provide required information by its associated due date may result in rejection of the Bidder's Proposal. Both oral and written clarifications, if any, will be considered in the Proposal evaluation process. Nothing in the foregoing shall mean or imply that OCS is under any obligation to seek or allow clarifications as provided for herein.
- seek revisions from all Bidders determined to be susceptible of being selected for contract award.
- eliminate mandatory requirements unmet by all Bidders, or to negotiate additional terms and conditions in the Contract which are to the State's advantage.
- amend the RFP. If it becomes necessary to revise any part of the RFP, addenda will be posted to the DHSES website at <http://www.dhSES.ny.gov/ocs/rfp/sam-rfp2012.cfm>.
- conduct contract negotiations with the next Bidder(s) capable of receiving award should OCS be unsuccessful in executing a Contract with the selected Bidder(s) within the timeframe specified; such timeframe to be determined solely by OCS based on the best interests of the State.
- for the purpose of ensuring the completeness and comparability of Proposals, to analyze submissions and make adjustments or normalize submissions in the Proposal(s), including the Bidder's technical assumptions, and underlying calculations and assumptions used to support the Bidder's computation of costs, or to apply such other methods, as it deems necessary to make level comparisons across Proposals.
- use the following in the course of evaluation and selection under this RFP: (i) Proposals; (ii) information obtained through OCS's investigation of Bidder(s), including the Bidder's and its proposed staff's qualifications, experience and ability; (iii) Bidders' financial standing; (iv) any information pertinent to the bid evaluation which may be obtained or received by the State; and (v) any material or information submitted by the Bidder(s) in response to any OCS requests for oral or written clarifying information.
- disqualify any Bidder whose conduct and/or Proposal fail to conform to the requirements of the RFP.

5 TERMS AND CONDITIONS

The RFP, the Bidder's Proposal, and the Contract award that results from this RFP are subject to and incorporate the following terms and conditions. Additionally, the Contract that results from the RFP (Contract) between OCS and the selected Bidder (Contractor), collectively hereinafter referred to as the Parties, shall substantially contain the terms and conditions set forth in this Section 5 of the RFP:

5.1 Contract Term

The Contract shall commence upon approval by OSC. The initial term of the Contract shall end on September 30, 2014. After this initial term of the contract, OCS also reserves the right to exercise up to three (3) optional one-year extensions, at OCS's sole discretion. Such extension options may be exercised by the OCS in any grouping(s) of annual renewals as OCS desires, but may not be for less than one year at a time, and may not exceed three (3) years in aggregate. OCS will provide the contractor with thirty (30) days' notice of the intent to exercise the option to extend the contract.

It is contemplated that the scope of work pursuant to any extensions to this Contract will include counties not completed (APPENDIX D - PART 6 –PRODUCTION SCHEDULE) under the initial period of the Contract at the price per point agreed upon for the initial term of the Contract. During any extension period, a revised PRODUCTION SCHEDULE may be provided by OCS.

5.2 Waiver, Modification, Execution, or Severability of Contract

No waiver or modification of the Contract or any covenant, condition, or limitation herein contained shall be valid unless in writing and executed by the Parties hereto, and no evidence of any waiver or modification shall be offered or received in evidence in any action between the Parties hereto arising out of or affecting the Contract, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the Parties further agree that the provisions of the paragraph may not be waived except as herein set forth.

The Contract shall contain the sole and entire agreement between the parties and shall supersede any and all other agreements between the Parties.

The Parties hereto shall execute such other further documents as may be required to effectuate the terms of the Contract.

In the event that any provision of the Contract shall be declared void, voidable, illegal or invalid for any reason, such provision shall be of no force and effect only to the extent that it is so declared void, voidable, illegal or invalid. All of the provisions of the Contract not specifically found to be so deficient shall remain in full force and effect.

5.3 Executory Provision/Contract Formation

Section 112 of the State Finance Law requires that any contract made by a State Agency which exceeds fifty thousand dollars (\$50,000) in amount be first approved by OSC before becoming effective. Execution by the successful Bidder shall not be deemed final execution of the Contract. The Parties recognize that the Contract is wholly executory until and unless approved by OSC. The Contract will be deemed executed upon, and will not be considered fully executed and binding until, receipt of approval by the AG and OSC. The State is not liable for any cost incurred by the Contractor in preparation for or prior to the approval of an executed contract by OSC. Additionally, no cost will be incurred by the State for the Contractor's participation in any pre-contract award activity.

5.4 Governing Law

The laws of New York State shall govern the RFP and the Contract. Actions or proceedings arising there from shall be heard in a court of competent jurisdiction in New York State. The terms of Appendix A, Standard Clauses for New York State Contracts, are expressly incorporated in the RFP and the Contract.

5.5 Integration, Merger and Order of Precedence

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

1. Appendix A: Standard Clauses for New York State Contracts;
2. Any Amendments to the Contract;
3. The Contract, including all exhibits, attachments, and appendices;
4. The RFP, including all appendices and attachments, and any and all modifications and clarifications thereto; and
5. The Contractor's Proposal and any clarifications thereto.

Only documents expressly enumerated above shall be deemed a part of the Contract, and references contained in those documents to additional Contractor documents, including, but not limited to, standard licensing agreements, not enumerated above shall be of no force and effect.

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

5.6 Contractor Responsibilities and Qualifications

The Contractor is responsible for providing Services, in accordance with the Project Scope of Work, as set forth in RFP, Exhibit A, and for meeting all Contract obligations set forth in the Contract, including all exhibits and appendices, and any subsequent amendments mutually agreed to in writing between the Parties. Contractor acknowledges that the Contract is being entered into by OCS in reliance on Contractor's representations concerning the particular qualifications, experience, financial standing, management expertise, and technical expertise of the Contractor and its staff providing Services under the Contract.

Throughout the Term of the Contract, in addition to the requirements of the section 138 of the State Finance Law (requiring OCS's approval of subcontractors), in the event that there is a substantial or material change, as defined below, in the ownership or financial viability of the Contractor, its corporate affiliates, subsidiaries or divisions, the Contractor is required to provide notice and details of any such change to OCS in writing immediately when such is first known by Contractor, its corporate affiliates, subsidiaries or divisions, or subcontractors.

"Substantial" or "material" change shall be defined to include, but not be limited to, sale, acquisitions, mergers or takeovers involving the Contractor, its corporate affiliates, subsidiaries or divisions or partners which result in a change in the controlling ownership or assets of such entity after the submission of the Proposal; or entry of an order for relief under Title 11 of the United States Code; the making of a general assignment for the benefit of creditors; the appointment of a general receiver or trustee in bankruptcy of Contractor, its corporate affiliates, subsidiaries or divisions, or partners' business or property; or action by Contractor, its corporate affiliates, subsidiaries or divisions, or partners under any state insolvency or similar law for the purposes of its bankruptcy, reorganization or liquidation; or court ordered liquidation against Contractor, its corporate affiliates, subsidiaries or divisions, or partners.

Upon OCS's receipt of such notice, OCS shall have thirty (30) business days from the date of notice to review the information. The Contractor may not transfer the Contract among corporate affiliates, subsidiaries or divisions or partners without the consent of OCS. In addition to any other remedies available at law or equity, OCS shall have the right to prospectively cancel the Contract, in whole or in part for cause if it finds that such change materially and adversely affects the delivery of Services solely determined with reference to the best interests of the State.

5.7 Reporting

Except as otherwise provided in Section 5.17, below, all Status Reports and other documents produced for OCS become the property of the State.

The Contractor agrees that, it will not discuss such documents with a third party without the express authorization of OCS.

5.8 Cooperation with Third Parties

The Contractor shall cooperate and work in accord with any other contractor(s) that may be engaged by OCS.

5.9 Insurance

Prior to the commencement of the work to be performed by the Contractor hereunder, the Contractor must obtain and if requested by OCS, furnish to OCS, Certificates of Insurance evidencing compliance with all insurance requirements contained in the Contract. Such Certificates shall be in form and substance acceptable to the New York State Department of Insurance.

Receipt and/or acceptance of Certificates of Insurance by OCS shall not diminish any of Contractor's obligations, responsibilities or liabilities under the Contract.

All insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State; shall be primary and non-contributing to any insurance or self-insurance maintained by OCS and/or the State of New York. Contractor shall provide to OCS within thirty (30) days of receipt by the Contractor a copy of the notice of the expiration, cancellation, renewal, material alteration/amendment, or reinstatement of such policy or policies, which notice, shall be sent to the OCS Project Manager. Nothing in the preceding sentence shall diminish the Contractor's obligation to maintain the insurance coverage required by this Section 5.09 in continuous force and effect throughout the term of the Contract and any extensions. The insurance policy(ies) shall name the State of New York, its officers, agents, and employees as additional insureds thereunder (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number **CG 20 26 11 85** or an equivalent form acceptable to the New York State Department of Insurance). The additional insured requirement does not apply to Workers' Compensation, Disability or Professional Liability coverage.

The Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject.

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII," the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the State and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

The Contractor shall cause all insurance to be in full force and effect as of the commencement date of the Contract and to remain in full force and effect throughout the term of the Contract and as further required by the Contract. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply OCS with updated replacement Certificates of Insurance, and amendatory endorsements.

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

- Commercial General Liability Insurance with a limit of not less than \$3,000,000 each occurrence. Such liability shall be written on the ISO occurrence form CG 0001, or a substitute form providing equivalent coverage's and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal and advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse and underground coverage.
- Workers' Compensation, Employers Liability, and Disability Benefits as required by New York State. If employees will be working on, near or over navigable waters, US Longshore and Harbor Workers' Compensation Act endorsement must be included. Sections 57 and 220 of the New York State Workers' Compensation Law (WCL) require that OCS shall not enter into any contract unless proof of workers' compensation and disability benefits insurance coverage is produced. Prior to entering into a contract with OCS, the successful Bidder shall

be required to verify for OCS, on forms authorized by the New York State Workers' Compensation Board, that they are properly insured or are otherwise in compliance with the insurance provisions of the WCL. Any questions relating to either workers' compensation or disability benefits coverage should be directed to the New York State Workers' Compensation Board. Further instructions and identification of the forms to be used as proof of compliance with the WCL are included in RFP, Appendix I.

- Comprehensive Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.

Waiver of Subrogation. Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against OCS, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against OCS or (ii) any other form of permission for the release of OCS.

5.10 Consideration/Pricing and Payment Provisions

OSC shall render payment for invoices under the Contract in accordance with ordinary State procedures and practices. OCS will make best efforts to process all acceptable invoices within thirty (30) days of their receipt; however, failure to make payment within said timeframe shall not be considered a breach of contract. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law.

Submission of an invoice and payment thereof shall not preclude OCS from reimbursement or demanding a price adjustment in any case where the Services, as delivered, are found to deviate from the terms and conditions of the Contract.

A. Manner of Payment

The Contractor shall provide complete and accurate billing invoices to the OCS in order to receive payment. Billing invoices submitted to the OCS must contain all information and supporting documentation required by the Contract, the OCS and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Director of the Budget, in his sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at <http://www.osc.state.ny.us/epay/index.htm>, by email at epunit@osc.state.ny.us, or by telephone at 518-486-1255. The Contractor acknowledges in the resulting Contract that it will not receive payment on any invoices submitted under the Contract if it does not comply with the State Comptroller's electronic payment procedures.

The Contractor shall submit Payment Invoice(s) for review and approval, together with other documentation as may be required by the State, including but not limited to the formal sign-off from the State Project Manager that the Deliverable has been accepted, to the following e-mail address, which is the designated payment office, and receipt of which shall start the invoice review and payment process:

Invoices must include a reference to the Contract Number assigned to this Contract. Invoices must be remitted to the following address:

OFFICE OF CYBER SECURITY
OFFICE OF GENERAL SERVICES
DIVISION OF FINANCIAL ADMINISTRATION
EMPIRE STATE PLAZA STATION
P.O. BOX 2117
ALBANY, NEW YORK 12220-0117

-OR- claimsunit@ogs.state.ny.us

Note: A duplicative invoice should be sent to the OCS Project Manager at:

**New York State Division of Homeland Security and Emergency Services
NYS Office of Cyber Security
1220 Washington Avenue, Building 7A, 4th Floor
Albany, New York 12226**

Attention: Project Manager - RFP No. DHSES/OCS 12-0101-2012

The foregoing addresses may be updated from time to time in writing, without the execution of an amendment to this Contract.

All Payment Invoices submitted for payment to the State must provide the following detail in accordance with the Deliverables, titles and rates provided in the Contractor's proposal response:

- i. Payment Invoice on Contractor's official letterhead;
- ii. Name, Address, and Remittance Address of the Contractor;
- iii. Contract Number (as assigned by the State for the Contract);
- iv. Description of the Deliverable/services for which the Contractor requests payment;
- v. Total payment invoice amount to be paid to the Contractor for the services provided; and
- vi. Instructions for electronic payment.

All costs are inclusive of all support services, travel, supplies, meals, lodging, and any other administrative or overhead costs.

B. Vendor File

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

If the Bidder is not currently registered in the Vendor File, the Bidder must request assignment of a Vendor ID number from OCS. Complete the OSC Substitute W-9 Form (http://www.osc.state.ny.us/vendors/forms/ac3237_fe.pdf) and submit the form to OCS with your Proposal.

The OCS will initiate the vendor registration process for the Bidder(s) recommended for award.

Once the process is initiated, Bidders will receive an e-mail identifying their unique ten-digit Vendor ID and instructions on how to enroll in the online Vendor Self-Service application.

For more information on the Vendor File please visit the following website:
http://www.osc.state.ny.us/vendor_management/.

C. Payment Schedule

Payment will be made for the complete and accepted County address point file deliverables. For example, for a County with 100,000 address points, and a rate of \$.15 (rate used is for explanatory purposes only) per point the payment would equal \$15,000. Invoices for completed and accepted County deliverables may be sent on the date of Acceptance.

Payment shall be made for each County accepted in the order listed in Appendix D, Part 6. No payment can be made for a County before all counties preceding it are accepted.

5.11 Warranties

Where Contractor generally offers additional or more advantageous warranties than set forth below, Contractor shall offer or pass through any such warranties to the State. Contractor hereby warrants and represents:

A Representations and Warranties

The Services rendered by the Contractor shall be performed in accordance with all the terms and conditions, covenants, statements and representations contained in the Contract, including all appendices.

B Ownership

Contractor warrants that it has acquired, or will acquire, the necessary property rights to provide OCS with the rights and license described in Section 5.17.

C Workmanship Warranty

Contractor warrants that it performs each Service using a professional and competent manner, in accordance with highest applicable industry standards. For purposes of this Contract, "highest applicable industry standards" shall be defined as the degree of care, skill, efficiency, and diligence that a prudent person possessing technical expertise in the subject area and acting in a like capacity would exercise in similar circumstances.

D Contractor Compliance

To pay, at its sole expense, all applicable permits, licenses, tariffs, tolls and fees and give all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of OCS that it meets or exceeds all requirements of the Contract and any applicable laws, including but not limited to, permits, insurance coverage, licensing, proof of coverage for workers' compensation, and shall provide such proof as required by OCS. Failure to do so may constitute grounds for OCS to cancel or suspend the Contract, in whole or in part, or to take any other action deemed necessary by OCS.

E Latent Defects Warranty

The Contractor warrants that upon notification by the State of a latent defect in design, material or workmanship, or a latent nonconformity of the services, material, or equipment to the specifications, which would have constituted a basis for rejection if discovered prior to acceptance, it will repair or replace or otherwise correct the defect to the level of performance specified in the Contract.

F Virus Warranty

The Contractor warrants that services relating to the integration, development, and implementation of any data or software by means of the Contractor's configuration, modification, and/or enhancement of such data or software shall be performed in a manner so as not to result in introducing a virus or other malware to the data or software. The Contractor will utilize commercially reasonable virus detection and vulnerability-scanning software on its equipment to ensure that any configuration, modification, and/or enhancement it creates and provides to the State shall not contain any virus or vulnerability.

G Date/Time Warranty

The Contractor warrants that Product(s) furnished pursuant to the resulting Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a

Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where the Contractor is providing ongoing services, including but not limited to: (i) consulting, integration, code or data conversion, (ii) maintenance or support services, (iii) data entry or processing, or (iv) contract administration services (e.g., billing, invoicing, claim processing), the Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.

This Date/Time Warranty shall survive beyond termination or expiration of the resulting contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under the resulting Contract for breach of warranty.

H Breach Warranty

In the event of any breach of the above warranties, the Contractor shall, as applicable: (i) correct errors and defects that caused the breach of warranty, or (ii) re-perform the deficient services. If the Contractor does not correct the program errors or re-perform the service in a commercially reasonable time and manner, the State may pursue other remedies as described in Section 5.14.

I Survival of Warranties

All warranties contained in the Contract shall survive the termination of the Contract.

J Limitations

THE WARRANTIES SET FORTH IN THIS CONTRACT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Misuse, accident, unsuitable physical or operating environment, modification or operation inconsistent with standard industry practice, or failure caused by a product for which Contractor is not responsible may void the warranties.

5.12 Indemnification and Limitation of Liability

Neither Party shall be liable for any delay or failure in performance resulting from a Force Majeure Event, as defined in Section 5.16 of the RFP. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

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

Contractor shall indemnify, defend and hold the State harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Deliverables furnished, or of any copyright, trademark, trade secret or other third party proprietary right in relation to the Products furnished or utilized, provided that OCS shall give Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative

to a real or anticipated infringement, OCS may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the OCS Director shall require. Notwithstanding the foregoing, Contractor will have no liability for any infringement claim based on: (i) modification of any Deliverable other than by Contractor; (ii) the use or combination of any Deliverable with materials not supplied by Contractor; (iii) information supplied by OCS to Contractor that is included in any Service or Deliverable; or (iv) OCS's use of a superseded version of the Deliverable if the infringement could have been avoided by using the latest version of the Deliverable provided by Contractor to OCS at no additional expense to OCS.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation," and regardless of the basis on which the claim is made, Contractor's liability under the Contract for direct damages shall be the greater of the following: (i) one million dollars (\$1,000,000), (ii) the estimated dollar amount of the Contract, or (iii) two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein, neither Party shall be liable to the other for special, indirect or consequential damages of any kind which may result directly or indirectly from the performance of the Contract, including, without limitation, damages resulting from loss of use or loss of profit by the State, the Contractor, or by others.

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

5.13 Compliance with Laws

The Contractor shall comply with all present and future applicable laws, codes, ordinances, statutes, rules and regulations with respect to any of the duties or responsibilities of the Contractor arising from the Contract, including but not limited to the Americans with Disabilities Act (42 USC Section 1202, et seq.).

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

- A** Equal Employment Opportunity as set forth in federal Executive Orders 11246 and 11375 as supplemented by 41 CFR 60, and the nondiscrimination requirements of 45 CFR Parts 80, 84 and 90, and 7 CFR Parts 15, 15b and 15d.
- B** Copeland "Anti-Kickback Act" (18 USC 874 and 40 USC 276c) which provides that all contracts/subgrants greater than \$2,000 for construction or repair must have a provision requiring compliance with 18 USC 874 as supplemented by 29 CFR Part 3, which prohibit contractors or subrecipients from inducing by any means any person employed in construction, completion or repair of public work to give up any part of compensation to which they are otherwise entitled and that the recipient shall report all suspected/reported violations to the Federal awarding agency.
- C** Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) which requires all construction contracts awarded by recipients of more than \$2000 to comply with the Act as supplemented by USDOL Regulations 29 CFR Part 5 requiring all contractors to pay wages to laborers and mechanics at a rate not less than the minimum wage specified by the Federal Secretary of Labor, which wages shall be paid not less than once a week. The recipient shall place a copy of the federally specified wage (the "prevailing wage") in each solicitation and the award of a contract shall be conditioned upon acceptance of such a determination. The recipient must report all suspected/reported violations to the Federal awarding agency.
- D** Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) which requires, where applicable, that all construction contracts and other contracts involving employment of mechanics and laborers require compliance with 40 U.S.C. 327-333 as supplemented by USDOL Regulations 29 CFR 5 when said contracts exceed \$100,000, which references require that work in excess of 40 hours/week be recompensed at a rate at least 50% greater than the basic pay rate and that no work be required in unsanitary, hazardous, or dangerous conditions. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

- E** Rights to Inventions Made under a Contract or Agreement- Contracts or Agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government and the recipient in any in any resulting invention in accordance with 37 CFR Part 401 and any further implementing regulations issued by USDHHS or USDA.
- F** Ownership Rights in Software of Modifications Thereof – The State shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation, and the federal government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and documentation, provided, however, that this sentence shall not apply to ‘proprietary operating/vendor software packages’ within the meaning of 45 CFR 95.617(c) and 7 CFR 277.18(l)(1)(iii).
- G** Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), which require Contracts and subgrants in excess of \$100,000 shall require the recipient to comply with the Acts recited herein and that violations must be reported to USDHHS and the appropriate Regional Office of the Federal Environmental Protection Agency.
- H** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)- which requires that every contractor under a contract for more than \$100,000 and every tier of contractors or subcontractors thereunder shall file certification, as required, that said contractor will not and has not used any Federal appropriated funds to pay any person or organization for influencing or attempting to influence any federal agency, member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or award covered by such Amendment. A contractor or subcontractor from any tier shall also disclose any lobbying with non-federal funds that takes place in conjunction with obtaining a federal award, which disclosure shall be forwarded up any applicable tiers to the recipient. (See also 45 CFR 93)
- I** Debarment and Suspension. (Federal E.O.s 12549 and 12689)- Certain contracts shall not be awarded to parties listed on the non-procurement portion of the U. S. General Services Administration's "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with E.O.s 12549 and 12689. (See 45 CFR 76.) Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- J** Contractor shall insure that the contract provisions specified in 45 CFR 74.48 are included. OCS reserves the right to suspend any or all activities under the Contract, at any time, in the best interests of the State or OCS. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on State spending, declaration of emergency, or other such circumstances. Upon issuance of such notice, the Contractor shall comply with the suspension order. Activity may resume at such time as OCS issues a formal written notice authorizing a resumption of work.
- K** American Recovery and Reinvestment Act of 2009 requirements, as described in Appendix N, ARRA Rider

5.14 Termination

A For Convenience

OCS retains the right to cancel the Contract without reason, provided that Contractor is given at least thirty (30) days’ notice of OCS’s intent to cancel. This provision should not be understood as waiving OCS’s right to terminate the Contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision.

B For Cause

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

If the Contractor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any statute of any state relating to insolvency or the protection of rights of creditors, OCS, in its sole discretion, may terminate the Contract in accordance with the Contract or exercise such other remedies as shall be available under the Contract, at law and/or equity.

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

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

In the event of the Contractor's default, in addition to availing itself of specific remedies set forth in the Contract, OCS may pursue all legal and equitable remedies for breach. In addition to pursuing any other legal or equitable remedies, OCS shall have the right to take one or more of the following actions:

- 1) terminate the Contract in whole or in part;
- 2) suspend, in whole or in part, payments due Contractor under the Contract;
- 3) pursue equitable remedies to compel Contractor to perform.

The Contractor shall be liable for any and all excess costs for remedies pursued by OCS, and for costs incurred by OCS in procuring alternate Services.

C For Violation of Procurement Lobbying Law

OCS reserves the right to terminate the Contract in the event it is determined by OCS in its sole discretion that the certification filed by the Contractor in accordance with §139-j and/or §139-k of the New York State Finance Law was intentionally false or intentionally incomplete. Upon such finding, OCS may, at its sole option, exercise its termination right by providing ten (10) days written notification to the Contractor, or providing notice in accordance with other written notification terms in the Contract.

D For Violation of Section 5-a of the Tax Law

OCS reserves the right to terminate this Contract in the event that the Contractor fails to file a certification pursuant to section 5-a of the Tax Law or the Tax Department or OCS discovers that the certifications filed by the Contractor pursuant to section 5-a of the Tax Law were false. Upon such finding, OCS may exercise its termination right by providing written notification to the Contractor.

E Termination Notice

Notices required by this section shall be delivered to the other party in writing, by certified mail, return receipt requested. The date of notice shall be deemed the date of delivery set forth on the return receipt ("date of return receipt notice").

F Termination Date

Contract termination dates shall be determined as follows: (1) In the event a notice of termination is issued for convenience, the Contract termination date shall be deemed thirty (30) days from the date of delivery set forth on the return receipt notice. (2) Subject to the State's right to shorten the thirty (30) day period pursuant to

paragraph (A), above, in the event a notice of termination is issued for cause, the Contract termination date shall be thirty (30) days from the date of the return receipt notice, or such other extended period of time as has been mutually agreed in writing by the Parties.

G Mitigation of Costs

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

5.15 Dispute Resolution

The first step of dispute resolution will be through conference between OCS and the Contractor. Unresolved disputes will be arbitrated by the OCS Director or his or her designee, whose decision will be final and binding.

The Parties will endeavor, in good faith, to resolve any disagreement between the Parties with respect to the interpretation of any provision of the Contract or the performance of a Party, and to that end will gather and furnish each other all information relevant to the matter in issue. The Contractor and OCS may agree to use the following procedure to review their performance or to resolve disputes:

1. Problems which cannot be solved by staff within five (5) business days from the date on which the problem arose will be set down in writing and submitted to OCS's Project Manager and Contractor's Project Manager;
2. If a problem cannot be resolved by OCS's Project Manager and Contractor's Project Manager within fifteen (15) business days from the date on which the problem arose, either or both may appeal to the OCS Director or his or her designee;
3. If the Contractor does not agree with the findings of the OCS Director, or his or her designee, it may pursue any legal or equitable remedies it may have; and
4. During the course of any disagreement, or if the Contractor pursues any legal or equitable remedy outside OCS, Contractor shall continue to provide Services according to the Contract until such proceeding is concluded, or an injunction is issued.

5.16 Force Majeure

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

5.17 Ownership/Title to Deliverables

Unless otherwise specified in the Contract, all materials developed pursuant to the terms of the Contract without limitation, including materials developed as a result of Task Orders, contract documentation, software coding or modifications and all other Deliverables of whatever description, custom program code developed or prepared for the State by the Contractor under the Contract, whether or not the Contract is completed, is confidential information and the property of the State and all title and interest therein shall vest in the State and shall be deemed to be a "work made for hire" and made in the course of the services rendered hereunder. To the extent that title to any such works may not, by operation of law, vest in the State, or such works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to the State. All such materials shall belong exclusively to the State, with the State having the right to obtain and to hold in its own name copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. The Contractor agrees to give the State, and any person designated by the State, reasonable assistance, at the State's expense, required to perfect the rights defined in this Paragraph.

Notwithstanding the foregoing, the Contractor or third parties shall retain all right, title and interest in any of their respective pre-existing software products. The State acknowledges that the successful Bidder or its licensors shall retain all ownership and intellectual property rights to the proprietary code offered to the State under a licensing agreement. Any property or material furnished or provided by the State to the Contractor hereunder is and will remain the property of the State.

Nothing herein shall preclude the State from entering into an agreement with the Contractor to jointly own a specific work developed under the Contract.

5.18 Use of Offshore Production

A Bidder must indicate in its Proposal if it intends to use production outside of the United States of America or Canada. Information should be provided regarding:

- Name and address of Contractor having Offshore access.
- What data will be subject to offshore access/production.
- Describe the Security Controls that will be established to insure that the provisions of section 5.19 (A) and Exhibit A 4.4 and A 4.5 will be complied with.

The use of offshore production is not expressly precluded or prohibited but OCS retains the right to require additional information from the Bidder prior to granting its approval.

OCS must approve any subsequent use of production outside of the United States of America or Canada in writing in advance.

5.19 Security, Non-Disclosure, Confidentiality and Press Releases

All sources provided remain the property of the State for the sole use on this Contract, and will be destroyed on conclusion of this Contract. At the end of the Contract, the Contractor will be required to wipe all data storage devices to eliminate any and all data by the State. The wiping process must meet requirements set by the State.

The Contractor shall maintain the security, nondisclosure and confidentiality of all information in accordance with the following clauses in performance of its activities under the Contract. Contractor shall ensure that its personnel, agents, officers and subcontractors, if any are fully aware of the obligations arising under this section and shall take all commercially reasonable steps to ensure compliance. The Contract may be terminated by OCS for cause for a material breach of this section.

A Security Procedures and Employee Dishonesty:

Contractor will comply fully with all security procedures of OCS communicated to it in the performance of this Contract, including, but not limited to,

New York State Cyber Security Policy P03-002 (see: <http://www.dhSES.ny.gov/ocs/resources/documents/Cyber-Security-Policy-P03-002-V3.4.pdf>) and associated standards found in:

Monitoring System Access and Use Standard: <http://www.dhSES.ny.gov/ocs/resources/documents/Cyber-Security-Standard-S10-005-V1.1-Monitor-System-Access.pdf>

Contractor shall adhere to generally accepted best practices for passwords.

Contractor shall hold OCS harmless from any loss or damage to OCS resulting from the violation by the Contractor, its officers, agents, employees, and subcontractors, if any, of such security procedures or policies or resulting from any criminal acts committed by such officers, agents, employees, and subcontractors, while providing Services under the Contract.

OCS 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, officers, agents, employees, and subcontractors, if any. Contractor agrees that all officers, agents, employees, and subcontractors, if any, shall be made aware of and shall agree to the terms of this section.

B Nondisclosure and Confidentiality

Except as may be required by applicable law or a court of competent jurisdiction, the Contractor, its officers, agents, employees, and subcontractors, if any, shall maintain strict confidence with respect to any Confidential Information to which the Contractor, its officers, agents, employees, and subcontractors, if any have access. This representation shall survive termination of the Contract. For purposes of the Contract, all State information of which Contractor, its officers, agents, employees, and subcontractors, if any becomes aware during the course of performing Services for OCS shall be deemed to be Confidential Information (oral, visual or written). The Contractor shall delete all OCS provided data from there data storage resources when the project is complete. Notwithstanding the foregoing, information that falls into any of the following categories shall not be considered Confidential Information:

1. information that is previously rightfully known to the receiving party without restriction on disclosure;
2. information that becomes, from no act or failure to act on the part of the receiving party, generally known in the relevant industry or is in the public domain; and
3. information that is independently developed by Contractor without use of Confidential Information of the State.

Contractor shall hold the State harmless, without limitation, from any loss or damage to the State resulting from the disclosure by the Contractor, its officers, agents, employees, and subcontractors of such Confidential Information.

C Press Releases

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

D Public Information

Disclosure of information related to this Procurement and the Contract(s) shall be permitted consistent with the laws of the State of New York and specifically the Freedom of Information Law (FOIL) contained in Article 6 of the Public Officers Law. The State shall take reasonable steps to protect from public disclosure any of the records relating to this Procurement that are exempt from disclosure. Information constituting trade secrets or critical infrastructure information for purposes of FOIL, must be clearly marked and identified as such by the Contractor upon submission. If the Contractor intends to seek an exemption from disclosure of claimed trade secret materials or claimed critical infrastructure information under FOIL, the Contractor shall at the time of submission, request the exemption in writing and provide an explanation of (i) why the disclosure of the identified information would cause substantial injury to the competitive position of the Contractor, or (ii) why the information constitutes critical infrastructure information which should be exempted from disclosure pursuant to §87(2) of the Public Officers Law. Acceptance of the identified information by the State does not constitute a determination that the information is exempt from disclosure under FOIL. Determinations as to whether the materials or information may be withheld from disclosure will be made in accordance with FOIL at the time a request for such information is received by the State.

E 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 OCS when the purpose that necessitated its receipt by Contractor has been completed. In addition, Contractor agrees not to retain any Confidential Information which Federal or State statute or regulation prohibits from disclosure after termination of the Contract.

Notwithstanding the foregoing, if the return or destruction of the Confidential Information is not feasible, Contractor agrees to extend the protections of the Contract for as long as necessary to protect the Confidential Information and to limit any further use or disclosure of that Confidential Information. If Contractor elects to destroy Confidential Information, it shall use reasonable efforts to achieve the same and notify OCS 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 OCS 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. OCS 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 officers, agents, employees, and subcontractors, if any. Contractor agrees that all officers, agents, employees, and subcontractors, if any, shall be made aware of and shall agree to the terms of this section.

5.20 Independent Contractor

It is understood and agreed that the legal status of the Contractor, its agents, officers, and employees under the Contract is that of an independent contractor, and in no manner shall they be deemed employees of the State, or OCS, and therefore they are not entitled to any of the benefits associated with such employment. The Contractor agrees, during the term of the Contract, to maintain, at Contractor's expense, those benefits to which its employees would otherwise be entitled by law, including health benefits, and all necessary insurance for its employees, including workers' compensation, disability and unemployment insurance, and to provide OCS with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, state and local taxes, and all FICA contributions.

5.21 Transfer of Contract

OCS may transfer/assign the Contract to another state agency at its sole discretion by informing Contractor in writing of such a transfer.

5.22 Taxes

All outstanding tax liabilities, if any, against the Contractor in favor of the State of New York must be satisfied prior to Contract execution or a payment schedule arranged for their speedy satisfaction.

Except as otherwise provided by applicable Federal and State law and regulations, the State shall not be liable for the payment of any taxes under the Contract however designated, levied or imposed. Purchases made by the State are exempt from New York State local sales and use taxes and, with certain exceptions, Federal excise taxes. To satisfy the requirements of the New York State Sales and Use Tax Law, invoices issued by the Contractor pursuant to the Contract must reference the Contract in order to be considered sufficient evidence that the sale by Contractor was made to the State. The State is an exempt organization under Section 1116(a)(1) of the Tax Law. However, no person, firm or corporation is exempt from paying the State Truck Mileage and Unemployment Insurance taxes and other Federal, State and local taxes to which Contractor is subject. For purposes of tax free transactions under the Internal Revenue Code, the New York State Registration Number is 14740026K.

Nothing in this section shall be construed to limit the obligation of the State to reimburse Contractor for approved expenses, including valid State and local taxes, under the Contract.

Sales tax registration certification requirement for businesses seeking to contract with New York State agencies:

The Tax Law was amended to require contractors with State agencies to certify to the Department of Taxation and Finance (DTF) that they, their affiliates, their subcontractors and the affiliates of their subcontractors have a valid

certificate of authority to collect New York State and local sales and compensating use taxes. Tax Law Section 5-a applies to all contracts in excess of **\$100,000** for the purchase by a covered agency of commodities or services, awarded pursuant to Article XI of the State Finance Law.

The successful Contractor must complete Contractor Certification Form ST-220-CA within 3 business days of notification of selection by the Division. This certification to the procuring agency, also made under penalty of perjury, states that the requisite (ST-220-TD) certification has been made to DTF and, to the best of the Contractor's knowledge, that the requisite (ST-220-TD) certification is correct and complete.

If Contractor has any questions regarding either forms, ST-220-CA or ST-220-TD, the New York State Comptroller G-Bulletin will provide background information and the necessary forms:
<http://www.osc.state.ny.us/agencies/gbull/g222a.htm>.

Contractors can refer to the Department of Taxation and Finance website, or the NYS Tax Law, Section 5-a, *Contractor Affiliate, Subcontractor, and SubContractor Affiliate Sales and Compensating Use Tax Registration* for additional information and guidance.

5.23 Assignment of Claim

Contractor hereby assigns to the State any and all of its claims for overcharges associated with the Contract which may arise under the antitrust laws of the United States, 15 U.S.C. Section 1, et seq. and the antitrust laws of the State of New York, G.B.L. Section 340, et seq.

5.24 Notification

Any notice required by or pertaining to the Contract, except notification regarding termination which shall be governed by section 5.14(E) , shall be delivered to the other Party in writing, by overnight mail or by certified mail, return receipt requested. The date of notice shall be deemed the date of delivery set forth on the return receipt or by the overnight mail service.

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

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

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

OCS

Name: Thomas D. Smith
Title: Director

Address: 1220 Washington Avenue
State Office Campus, Building 7A
Albany, New York 12242

Telephone Number: 518-242-5200
Facsimile Number: 518-322-4976
E-Mail Address: tsmith@dhses.ny.gov

Contractor

Name:
Title:
Address:

Telephone Number:
Facsimile Number:
E-Mail Address:

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

The Parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Contract by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Contract. Additional individuals may be designated in writing by the Parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

5.25 Notice to State

The Contractor shall immediately notify OCS upon learning of any situation that can reasonably be expected to adversely affect the delivery of Services under the Contract. If such notification is oral, the Contractor shall submit to OCS a written description of the situation and a recommendation for its resolution within seven (7) business days of learning of the situation.

5.26 Work Outside the Scope of the Contract

The Contractor shall refrain from performing work outside the scope of the Contract unless such work is authorized by a properly executed, written amendment to the Contract approved by OSC.

5.27 Cooperation with Investigations and Audits

The Contractor shall cooperate with OCS, any other authorized State or Federal Agency, and any law enforcement authority, in the investigation, documentation and litigation of any alleged illegal act, misconduct or unethical behavior related to the RFP and Contract, or in connection with any audit.

5.28 Suspension of Work

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

5.29 Subcontractors

Contractor may subcontract Services provided under the Contract, or any part of it, to subcontractors selected by Contractor and identified in the Proposal. The use of replacement subcontractors or additional subcontractors is subject to OCS's prior written approval.

A subcontractor shall be defined as any firm or person who is not a full time employee of the Contractor, engaged or assigned to perform work under the Contract. All agreements between the Contractor and its subcontractors shall be by bona fide written contract.

Contractor shall include in all subcontracts, the purpose of which is of the delivery of Services, in such a manner that they will be binding upon each subcontractor with respect to work performed in connection with the Contract, provisions consistent with those found in the Contract, including, but not limited to:

- That the work performed by the subcontractor must be in accordance with the terms of the Contract including, but not limited to Appendix A;

- That subcontractor shall comply with the provisions of section 5-a of the Tax Law;
- That nothing contained in such subcontract shall impair the rights of OCS;
- That nothing contained herein shall create any contractual relation between any subcontractor and OCS;
- That subcontractor shall maintain all records with respect to work performed by the subcontractor in the same manner as required of the Contractor; and
- That OCS shall have the same authority to audit the records of all subcontractors as it does those of the Contractor.

Contractor shall be fully responsible to OCS for the acts and omissions in the performance of Services under the Contract of the subcontractors and/or persons either directly or indirectly employed by it or by the subcontractors, as it is for the acts and omissions in the performance of Services under the Contract or persons directly employed by the Contractor. Contractor shall not in any way be relieved of any programmatic or financial responsibility under the Contract by its agreement with any subcontractor or by OCS's approval of such an agreement with a subcontractor.

OCS reserves the right to reject any proposed subcontractor for bona fide business reasons, which may include, but are not limited to: (i) that the proposed subcontractor is on the Department of Labor's list of companies with which New York State cannot do business; or (ii) OCS determines that the proposed subcontractor is not qualified or has previously provided unsatisfactory contract performance or service; or (iii) OCS determines the proposed subcontractor poses a possible security risk. OCS reserves the right to request additional information in writing from the Contractor regarding any subcontractor prior to or after contract award.

5.30 Contractor Obligations in the Event of a Disaster or Other Emergency

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

In the event of a state disaster emergency or other emergency situation, the Contractor shall be notified that OCS is invoking this provision. Notwithstanding any other provision in the Contract, during a state disaster emergency or other emergency situation, OCS may, at its discretion, elect to provide and receive notice by means, such as e-mail, facsimile, or hand delivery.

Unless the Contractor's performance would be excused pursuant to the Force Majeure provisions of the Contract, the following terms and conditions shall apply during a state disaster emergency or other emergency situation: The Contractor shall provide the necessary Services to OCS on a time is of the essence basis, working on a twenty-four (24) hour a day, seven (7) day a week basis, to restore and/or recover State operations and services, which are critical to the health, safety and welfare of the State, to be determined at the sole discretion of OCS.

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

5.31 Time is of the Essence

Time is of the essence for the Contractor's performance under the Contract.

5.32 General Provision as to Remedies

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

5.33 Employment Reporting

- (i) Contractor agrees that it will comply with the reporting requirements of section 163(4)(g) of the State Finance Law throughout the term of the Contract. The Contractor shall file with OCS, the Department of Civil Service, and the Office of the State Comptroller reports using forms provided in RFP, Appendix H, attached hereto, or such successor forms as are identified by OCS.
- (ii) Contractor shall include in any subcontract authorized under this Contract a provision requiring the subcontractor to comply with the reporting requirements of section 163(4)(g) of the State Finance Law in the same manner as the Contractor.
- (iii) Contractor acknowledges that the reports filed pursuant to this Section shall be available for public inspection and copying under the provisions of FOIL.

5.34 Information Security Breach and Notification Act

In accordance with the Information Security Breach and Notification Act (ISBNA) (General Business Law, §889-aa; State Technology Law, §208), Contractor shall be responsible for complying with the provisions of the ISBNA and the following terms contained herein with respect to any private information (as defined in ISBNA) received by Contractor under this Project (Private Information) that is within the control of the Contractor either on the OCS's information security systems or the Contractor's information security systems (System). In the event of a breach of the security of the System (as defined by ISBNA) Contractor shall immediately commence an investigation, in cooperation with OCS, to determine the scope of the breach and restore the security of the System to prevent any further breaches. Contractor shall also notify OCS of any breach of the security of the System immediately following discovery of such breach. Except as otherwise instructed by OCS, Contractor shall, to the fullest extent possible, first consult with and receive authorization from OCS prior to notifying any individuals, the State Consumer Protection Board, the Office of the Attorney General (OAG) or any consumer reporting agencies of a breach of the security of the System or concerning any determination to delay notification due to law enforcement investigations. Contractor shall be responsible for providing the notice to all such required recipients and for all costs associated with providing such notice. Nothing herein, shall in any way impair the authority of the OAG to bring an action against Contractor to enforce the provisions of ISBNA or limit Contractor's liability for any violations of the ISBNA. In the event that the Contractor is advised by a law enforcement agency pursuant to GBL §899-aa(4) to delay the notice under GBL §899-aa(3), the Contractor shall provide the notice under GBL §899-aa(3) to the State not more than twenty-four hours after the Contractor has been advised by the law enforcement agency that notice under GBL §899-aa(3) can be provided.

Additional information relative to the law and the notification process is available at: <http://www.dhSES.ny.gov/ocs/breach-notification/index.cfm>.

5.35 Iran Divestment Act

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before OCS may approve a request for Assignment of Contract

During the term of the Contract, should OCS receive information that a person is in violation of the above-referenced certification, OCS will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then OCS shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

OCS reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

5.36 Contractor Staff

All employees of the Contractor, or of its subcontractors, who shall perform Services under this Contract, shall possess the necessary qualifications, training, licenses, and permits as may be required within the jurisdiction where the services specified are to be provided or performed, and shall be legally entitled to work in such jurisdiction. All persons, corporations, or other legal entities that perform Services under the Contract on behalf of Contractor shall, in performing the Services, comply with all applicable Federal and State laws concerning employment in the United States.

A. Staffing Changes

Key Project Staff

Except as otherwise provided for herein, the Contractor agrees that the Key Project Staff, including the Project Manager and others as defined in the Contractor's Proposal, will continue their assignment to completion of said assignment.

a. The Contractor understands that the State's selection of the Contractor to perform the work under the resulting Contract will be based in part upon the State's reliance on the abilities of the Key Project Staff. Therefore, if the Contractor wishes to remove any of the Key Project Staff from the Project prior to commencement of his or her assignment or during his or her assignment period, the Contractor shall first, before proceeding with such removal, consult with and seek the advice and opinion of the OCS Project Manager. If, after said consultation, it is mutually agreed that such removal shall take place, the Contractor must provide the resumes of three or more potential replacements with similar or better qualifications for the OCS Project Manager's review and approval within two (2) business days. If the OCS Project Manager does not approve one of these candidates, the Contractor must provide additional candidates for the OCS Project Manager's review within two (2) business days. If the OCS Project Manager still cannot agree to a replacement, it reserves the right to either (a) have Key Project Staff remain on the Project, or (b) terminate the Contract for cause pursuant to Section 5.14, Contract Termination Provisions. Upon the OCS Project Manager's approval, the replacement will become Key Project Staff and will be subject to the terms and conditions of the Contract. If the Key Project Staff member's work has already commenced, the Contractor will ensure that there is a smooth transition, including, having the Contractor staff who is leaving train the replacement Contractor staff (see Staff Transition Period, below).

b. If the OCS Project Manager does not agree to the replacement of Key Project Staff and does not wish to terminate the Contract, the Key Project Staff member must remain on the project and must continue to work with the same degree of professionalism he or she provided prior to the Contractor's request for removal. If the Key Project Staff fails to do so, or if the Contractor removes the Key Project Staff without the OCS Project Manager's consent, the State has the right to terminate the Contract for cause pursuant to Section 5.14 Contract Termination Provisions.

Other Contractor Staff

The Parties hereto understand that staff turnover is detrimental to Project progress, the quality of the Deliverables and Services to be provided hereunder. The State believes, therefore, that it is in its best interest to maintain the continuity of work assignments for Key Project Staff (including subcontractors). The State also recognizes that it can be difficult, or in some cases impractical, to maintain said continuity. The Contractor agrees, therefore, to make a good faith effort to minimize turnover of Key Project Staff it assigns to the Project.

Cessation of Work by Key Project Staff For Reasons Beyond Contractor's Control

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

b. In the event that any Key Project Staff ceases work for the reasons specified in (i) through (v), written notification must be forwarded to the State's Project Manager.

c. The provisions of this section do not preclude any Key Project Staff from reasonable sick leave or annual leave.

Staff Transition Period

In the event the Contractor initiates a staffing change of either a Contractor employee or a subcontractor employee who is identified as Key Project Staff under the Contract and received the State Project Manager's approval as described herein, the Contractor will offer State a mutually agreed upon transition period up to two (2) weeks. In such event the Contractor, at no cost to State, shall furnish State with the services of another employee possessing the skills required for performance of the Services that would otherwise have been performed by the employee being replaced. Replacement staff must have comparable or greater documented skills than the documented skills of the staff member being replaced. During the transition period, the departing staff and the new staff will work together to develop a transition plan to transition the responsibilities. The State reserves the right to approve this transition plan in writing.

EXHIBIT A – PROJECT SCOPE OF WORK

A1 SUMMARY OF SERVICES

The goal of the RFP is to contract for assistance in taking state and locally available data (collected and provided by OCS) as well as the possibility of Contractor provided data, and establishing accurate address points at structures and at the centroids within the parcel of addressed vacant parcels. Bidders are encouraged to submit innovative Proposals to support the creation of a consistent, comprehensive statewide address point GIS database from the available data.

The following Services are encompassed in this project:

- 1) Overall project management (e.g., schedule, workflow management, quality control)
 - a. A problem resolution process that can be used to agree on how to resolve difficult or unusual situations discovered in the course of the project
- 2) Reports (as described in Attachment 3 to Exhibit A)
- 3) County-based address point deliverables
- 4) Delivery of the data and responding to error reporting from OCS
- 5) Corrections of errors, if found, and final delivery of the data.

As described in more detail in section A.3 below, the deliverables will include, for each County assigned to the Contractor:

- 1) GIS address point geodatabase:
 - a) Including all data built as documented in the final, agreed upon Source Usage Document (SUD).
 - b) Properly placed on the rooftop or entry of every principal address structure, and at the centroids within the parcel of addressed vacant parcels in the National Emergency Number Association (NENA) based standard as defined in Attachment 1 – Deliverable Schema.
- 2) An exception report spreadsheet:
 - a) A listing of the individual addresses in source files which are not standard, complete, or that could not be located on a parcel or structure. If no exceptions are found, the report may be empty.

A2 CONTRACTOR TASKS

A2.1 Receiving Address Data And Reference Data

Under the Contract, OCS will provide the Contractor with authoritative data such as:

- 1) Address data from County 911 centers and other County and State entities. (**Note, some Counties have very accurate address and map data and others have very little.**)
 - a) OCS will provide Bidders with a SUD for each assigned County. For those counties that do not have county provided data available, it can be assumed that OCS's Streets, address points and Orthoimagery are available. The SUD is standardized documentation of data available for each County (see sample in Attachment 4, the most current preliminary SUDs will be posted on line). It will define the primary and supporting data sources that the Contractor is expected to use in the data build. All provided datasets will be documented in the SUD. Examples of provided data are:
 - i) County-provided data
 - ii) OCS's NYS Streets database
 - iii) OCS's NYS address points data set

- iv) OCS's Statewide Digital Orthoimagery service
- b) The delivery order and SUDs for each County will be based on the most recent data available. For this reason a final version of APPENDIX D - PART 6 –PRODUCTION SCHEDULE will be made available on the RFP website referenced in Section 2.3 as set forth in Section 2.1, Table 1 Procurement Timetable. It will be the Bidder's responsibility to retrieve the most recent data from the RFP website. Details on these materials will be provided in the mandatory pre-bid conference.
- c) Once the successful Bidder is selected, the reference data for each County will be available from a secure FTP site.

A2.2 The Contractor will evaluate the SUD and the data provided

A2.2.1 Other Contractor Provided Data Sources

OCS is interested in a Contractor that is also able to leverage its own address source data. A Bidder intending to use its own source data must describe that data in its response using Appendix D.

These sources may include, but are not limited to:

- a) The Contractor's own data collection processes;
 - b) Partnerships with delivery carriers, utilities, and other commercial firms; and
 - c) US Postal Service address data sets.
- 2) In Appendix D Part 2, the Bidder's Proposal must explain the source of the data and how it supplements and improves upon the data provided by OCS.
 - 3) In Appendix D Part 5, Bidder's Proposal must provide an address point count and type definition by County for every County in New York. A complete set of points from a County of OCS's choice will be required in immediately upon request after receipt of the Bidder's Proposal.

A2.2.2 Contractor creates final SUD for approval by OCS

- 1) After Contract award, but before commencing working on a County, the Contractor must propose a modified SUD to document the use of its source data. The proposed SUD may be accepted at the sole discretion of OCS. The Contractor will work with the final approved SUD to complete all deliverable for that County.

A2.3 Ensuring the attribute data is in a standard address point format

- 1) Contractor will be required to format point attribute data in the format that is defined in Attachment 1 – Deliverable Schema. This format is based on a NENA standard which is under development
- 2) OCS will share any available automation tools for converting data with the Contractor, including an address template developed in cooperation with ESRI for this project.

A2.4 Ensuring proper point placement

- 1) All point placements will be evaluated against NYS Digital Orthoimagery. See <http://gis.ny.gov/gateway/mg/>
- 2) Typical address-point placement will be within the visible roofline of the primary structure. Contractor must also maintain existing subaddress points and supplemental points where they exist in the supplied data.
- 3) Entry point placement will only be accepted if entry point location is known from County- or Contractor-provided data. The entry point must be within sixteen (16) feet of the visible roofline rooftop. Entry points will be assumed to be associated with the structure to which they are closest.
- 4) Points must be attributed by type of location(e.g., Rooftop, Entry, Driveway Entrance or Parcel Centroid).

- 5) A flowchart illustrating the point placement process and typical examples of correct and incorrect point placement appear in Attachment 2 to Exhibit A.

A2.5 Quality assurance

The Contractor must perform regular quality-assurance (QA) procedures on each deliverable. In Appendix D Part 2, the Bidder must describe its procedures to assure quality of the deliverable in terms of completeness, spatial accuracy, and attribute accuracy. Section 3.2 below describes the audit process that OCS will use on the deliverables. It is an example of a process that Contractors may use for QA before delivery.

A3 DELIVERABLES

A3.1 Contractor Deliverables

- 1) Address point data shall be delivered to OCS in the order presented in the final version of Appendix D Part 6, unless OCS provides changes in writing. The final version of Appendix D Part 6 will be posted on the DHSES website referenced in Section 2.3. The Bidder shall provide in its Proposal a production schedule indicating the anticipated delivery dates of every county listed in the final version of Appendix D Part 6, in the order provided by OCS that the Contractor proposes to complete during the initial term of the Contract. Alterations to the delivery schedule may be made only at the sole discretion of OCS. The price per point as described in the cost Proposal must be based on the final production schedule.
- 2) Unless otherwise agreed to by the Parties in writing, all Contractor Deliverables shall be provided as point feature classes in an ESRI file geodatabase in version 10.0 +. Contractor shall be required to use the most current version when so instructed by OCS.
- 3) All GIS Deliverables must include ESRI's auto-generated metadata. The point attribute data must be delivered using the address schema described in Attachment 1 to Exhibit A - Deliverable Schema.
- 4) The exception report must be in Microsoft Excel 2010 format. The exception report must include the street address in its original format if available, and the source data for that address. The purpose of the exception report is to account for addresses in the source data that are not able to be placed as an address point. For example, an address may be in the LEC subscriber database (ALI database) but cannot be placed as an address point. This address should be put in the exception report. Example of an entry in the exception report:

ID	Address	Source	Reason
1	1234 Main Street, Albany NY 12234	LEC	Address not found in any other source, not in MSAG range for street

A3.2 Accuracy and Acceptance

- 1) The Contractor will assume that all OCS and County-provided attribute data is from the most authoritative source. If conflicts arise with source information, the Contractor will work with OCS to resolve the conflict. OCS will consult with County and other local governments as appropriate to resolve the issue.
- 2) The address point delivery files for each County will be reviewed by OCS and/or County representatives for completeness and accuracy as described in the following sections. At any step in the acceptance process, if the County Deliverable file does not pass an accuracy or completeness check; it may be rejected and returned to the Contractor for remediation. This acceptance or rejection will occur within (10) business days of the delivery date for that Deliverable.
- 3) The Contractor must review any rejected Deliverable and make corrections or provide its rationale for why it disagrees with the rejection within five (5) business days of receipt. Once issues are mutually resolved in writing, the Contractor shall provide the Deliverable that contains the agreed upon corrections within fifteen (15) business days or other date approved by OCS.

- 4) For minor issues, OCS may, at its discretion, choose to make corrections in consultation with the Contractor rather than rejecting the Deliverable.

A3.2.1 Initial File Check

- 1) OCS staff will review the completed County address point data file for the following:
 - a) The file can be opened in ArcGIS Desktop version 10.x;
 - b) The file is in the ESRI File Geodatabase format; and
 - c) The file contains the expected number of address points consistent with the source data.
- 2) After the initial file check, a sample of the address points (sampling method is described in Section A3.2.6 below) will be checked for geometry accuracy and attribute accuracy as described in the following sections.

A3.2.2 Sampling

- 1) A sample of the delivered file will be checked for geometry and attribute accuracy. Ninety six percent (96%) or more of the sampled points must pass the geometry and accuracy checks described below.
- 2) The sample set for the address points will be selected by area (typically a County) according to ANSI standards (Level III). The method used by OCS to determine the sample size to support the desired accuracy confidence level can be found in the publication ANSI/ASQ Z1.4-2008: Sampling Procedures and Tables for Inspection by Attributes which is available for purchase at: <http://asq.org/quality-press/display-item/index.html?item=T004>
- 3) For example, to meet the 96% accuracy requirement, a County with 35,500 address points delivered would have a sample size of 315, of which a failure rate over 21 would be unacceptable.
- 4) The sample set will then undergo an inspection to evaluate the address points for geometry and attribute accuracy as defined in A3.2.3 and A3.2.4 below.

A3.2.3 Geometry Accuracy

- 3) There must be an address point placed within the visible rooftop (**Rooftop Point**) or within 16 feet of the rooftop for entry points (**Entry Points**) of every Principal Address Structure in the approved source data. An Address Point will be assumed to associate with the closest structure or parcel. Attachment 2 to Exhibit A provides more detail on point placement. For example:
 - a. If a rooftop is obscured by vegetation or shadows, the point is accepted as long as it can be verified with other source data (e.g., oblique aerial photography, parcel data, data indicating a structure).
 - b. Entry points are acceptable only if contained in approved source data, County provided or Contractor provided, unless otherwise approved by OCS.
- 4) If a parcel has a single Principal Address Number and multiple structures, but the Principal Address Structure cannot be verified, such as in a trailer park or campus setting, the point must be placed on the intersection of the driveway or entrance road and the shoulder of the road, near the intersection the driveway or entrance and the street matching the street name of the address (**Driveway Entrance Point**).
- 5) Addressed parcels that do not have a visible structure on them shall have an address point at their centroids and within the parcel boundaries (**Parcel Centroid Point**).
- 6) Location of points will be visually evaluated using NYS Digital Orthoimagery at 1:500 scale.

If an addressed structure has been built since the last update of the NYS Digital Orthoimagery database, newer aerial photography can be used by the Contractor to place the point. Any such newer orthoimagery used by the Contractor must be shared with OCS and Counties for evaluation of the Deliverable, along with details of its spatial accuracy. Prior to using the newer imagery to place points, Contractor must receive written agreement from OCS that the spatial accuracy of the newer imagery is sufficient to meet the needs of this project.

A3.2.4 Attribute Accuracy

Attributes will be checked for:

- 1) Completeness in comparison with the source data;
- 2) Spelling in comparison with the source data;
- 3) Standard first letter capitalization of every word and USPS capitalization of the State abbreviation;
- 4) Consistency with the available source information in the SUD;
- 5) Correct formatting of address attributes in the NENA standard using NENA accepted abbreviations as found in USPS Publication 28 (also see Attachment 1 to Exhibit A)
- 6) Internal QA/QC checks – allowed domain values, summary statistics, record counts.

A3.2.5 Acceptance

If the County address point data file passes the Initial File Check, and if 96% or more of the sampled points pass the Geometry and Accuracy check, the Deliverable will be accepted.

A4 CONTRACTOR REQUIREMENTS

A4.1 Overall Project Management

- 1) The Contractor shall supply one (1) individual to serve as Project Manager and to act as the Contractor's primary representative for all communications with OCS. This individual must be identified in the proposal and his or her contact information provided upon Contract award. This individual will be considered Key Project Staff for purposes of Section 5.35 of the Contract.
- 2) The Contractor's Project Manager has the overall responsibility for coordinating and tracking work performed by the Contractor and must communicate status and schedule information to OCS. The Contractor's Project Manager shall be the consistent point of contact for OCS's communication with the Contractor and is responsible for ensuring all Services are fulfilled in a timely and consistent manner. OCS expects the Contractor's Project Manager to be responsible for successful completion of tasks including, but not limited to, the following:
 - a) coordinate and facilitate the Project Initiation Meeting, Monthly Status Meetings, and other meetings as required to resolve technical issues, including the preparation of notes;
 - b) provide Monthly Status Reports and Production Schedules;
 - c) issue resolution as needed and requested by OCS; and
 - d) invoicing and payment tracking.
- 3) During the Term of the Contract, the Contractor's Project Manager shall give one (1) week advance notice to OCS of his or her scheduled absence of one (1) week or more. The Project Manager shall provide the name and contact information for the person who will serve as the Contractor's Project Manager during that time.

A4.2 Conduct Meetings

Monthly Status Meetings shall be conducted in person or by conference call. Unless otherwise agreed to by the Parties in writing, all other meetings shall be at OCS-designated sites.

A4.2.1 Project Initiation Meeting

Unless otherwise agreed to by the Parties, the Contractor shall meet with OCS within two (2) weeks following approval of the Contract by OSC to review, clarify, and finalize the Project plan and deliverables for the Project. The Contractor shall submit a Production Schedule at this meeting. No later than one (1) week after the Project Initiation Meeting, the Contractor shall submit notes documenting the key points discussed and all action items identified during the meeting for OCS's review and approval.

A4.2.2 Monthly Status Meeting

The Contractor's Project Manager shall coordinate and facilitate the Monthly Status Meeting. The meeting discussion shall summarize the Contractor's activities of the previous month as documented in the Monthly Status Report, identify the Contractor's expected activities for the upcoming month, review the most recent Production Schedule, and discuss any outstanding issues. The Parties may agree to schedule more frequent meetings, particularly at the beginning of the Project, in order to establish appropriate levels of communication and to address any scheduling or resources issues before they become problematic.

A4.2.3 Final Deliverable Status Meeting

No fewer than four (4) months before the end of the Term of the Contract, OCS and the Contractor will use a portion of a Monthly Status Meeting to review all outstanding items and to set a schedule for final edit resolution. Such schedule shall include, but not be limited to:

- 1) delivery of all remaining County address point files
- 2) resolving incomplete and inaccurate address points

A4.3 Monthly Status Report and Production Schedule

- 1) The Contractor shall deliver a Monthly Status Report no less than two (2) business days before the scheduled Monthly Conference Call.
- 2) The Monthly Status Report shall summarize the activities completed during the previous month, the activities currently in progress, and new issues encountered during the past month and their current status.
- 3) The Monthly Status Report shall include a full Production Schedule. Examples of the Monthly Status Report are included as Attachment 3 to this Exhibit A.

A4.4 Data Handling

- 1) The OCS shall be responsible for supplying access to a secure FTP (File Transfer Protocol) site, or equivalent, for distribution of data between the Contractor and OCS.
 - a) To ensure file integrity, MD5 checksums shall be generated and recorded by the Contractor for each deliverable made for download. This will provide OCS with the ability to checksum validate the files on transfer.
 - b) In addition to the foregoing, solutions may include additional means of accessing or delivering data to OCS and Authorized Users, including, but not limited to, live web mapping services and web feature services.
- 2) The data security requirements specified in Section 5.19 Security, Non-Disclosure, Confidentiality and Press Releases of the Contract shall apply as directed by OCS.
- 3) OCS has provided specific requirements in this RFP; however it is likely that over the life of the Contract, changes to some requirements will be considered beneficial or necessary. The following specifications are among those that may occur and where OCS may suggest or approve a Contractor-recommended change:
 - a) delivery method
 - b) delivery media

A4.4 Data Access

The Contractor must ensure that all data related to this project is stored in a controlled access environment to ensure data security and integrity. All facilities proposed for use must have adequate security systems in place to protect against the unauthorized access to the facilities and data stored therein. Adequate security systems must be in place to control access into the facilities. Access into and within the facilities must be restricted through an access control system that requires positive identification of authorized individuals as well as maintains a log of all accesses (e.g., date, time, who, etc.). 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 OCS is prohibited. The

Contractor is responsible to insure that all employees, agents and subcontractors are aware of and abide by this requirement.

A4.5 Data Wiping

Within thirty days of the termination of the Contract, the Contractor will be required to wipe all data storage devices to eliminate all OCS data either collected or generated by the Contractor or provided by the State. The Contractor will provide written acknowledgement to OCS when this is completed. The wiping process must meet requirements set by the State. The Contractor is responsible to insure that all agents and subcontractors are aware of and abide by this requirement.

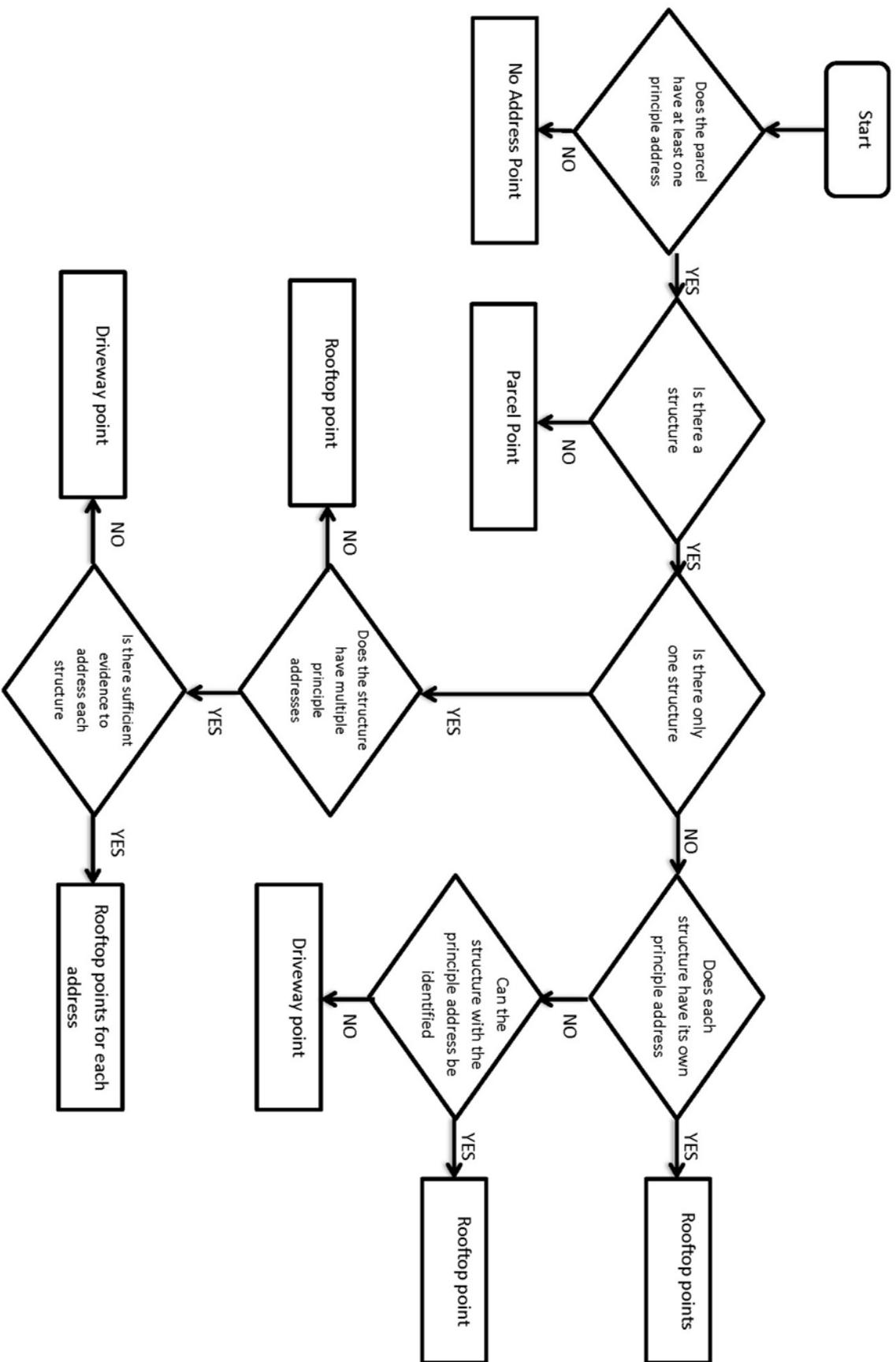
Attachment 1 to Exhibit A – Deliverable Schema

The Deliverable Schema provides basic definition to the attributes in the OCS-provided data sets. Where applicable, field domains are also provided. If any of the attributes for the fields below exist in any form in the source data they must be populated in the deliverable database. The contractor must assign the unique NYS_ID as directed by OCS. All address fields should follow the FGDC address standard as described in <http://www.fgdc.gov/standards/projects/FGDC-standards-projects/street-address/>.

Field Name	Field Type	Field Description	Domain Values
OBJECTID	OID	Unique number, automatically assigned	
SHAPE	SHAPE	Shape description, automatically assigned	point
NYSAddressPointID	Integer	Unique State ID of address point	
CountyID	Integer	Unique County ID of address point associated to County data	
NYStreetID	Integer	Unique ID of corresponding NYS Street segment	
AddressNumberPrefix	Integer	An extension of the address number that precedes it	
AddressNumber	Integer	The numeric identifier of a location along a thoroughfare	
AddressNumberSuffix	String	An extension of the address number that follows it	
PreModifier	String	Precedes the street name	
PreDirectional	String	Precedes the street name and is a street direction	N,S,E,W,NE,NW, SE, SW
PreType	String	Precedes the street name and is a type of street	
SeparatorElement	String	Precedes the street name and separates the PreType and Street Name	
StreetName	String	Legal authoritative street name	
PostType	String	Type of street following the street name.	see acceptable abbreviations in USPS 28, appdx C1
PostDirectional	String	A street direction following the street name	N,S,E,W,NE,NW, SE, SW
PostModifier	String	A descriptor that follows the street name and is not a suffix or a direction	
SubAddress	String	Entire subaddress string	
CommonPlaceName	String	Common Place Name	
Building	String	The name of one among a group of buildings that have the same address number and street name, that are multiple independently named structures at the same address	
Floor	String	A floor, story, or level within a building	
Unit	String	A group or suite of rooms within a building that are under common ownership or tenancy, typically having a common primary entrance	
Room	String	Room number or designation within a building	
Seat	String	A place where a person might sit within a building. Values can include desks, workstations, a seat in a stadium, a booth in a trade show, etc	
Location	String	Additional location information	
City	String	City as listed in primary source	
State	String	State	NY, CT, MA , PA, VT, NJ, CA
Zip	String	USPS ZIP code	
PointType	String	Address point type	Entry Point, Rooftop Point, Parcel Centroid Point, Driveway Entrance Point (See Appendix K for definitions)
Source	String	The primary source of the data used for this record	

Attachment 2 to Exhibit A – Point Placement

This attachment contains a flowchart illustrating the process that a Contractor should go through when deciding where to place address points, in addition to examples of several scenarios of typical point placement under specific scenarios and given specific source data. These are for illustrative purposes only and are not meant to define proper point placement under every possible scenario.



Address Point Placement Flowchart v 3.1 7-30-12

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Parcel Centroid Point to Rooftop Point



In this example, the parcel centroid address point has been moved to the visual center of the rooftop on the principle structure within the parcel boundary.

Source Data

Monroe County Address Points				
SBL	ST_NBR	RPS_ST_NAM	PROP_CLASS	PROP_DESC
26248905402000010111100000	228	Gilmore Road	240	Rural Res

Monroe County Tax Parcel Data				
SBL	ST_NBR	RPS_ST_NAM	PROP_CLASS	PROP_DESC
26248905402000010111100000	228	Gilmore Road	240	Rural Res

Map created by NYS OCS, July 11, 2012



Driveway Entrance Points to Rooftop Points



In this example, the driveway entrance address points along Frisbee Hill Road have been moved to the rooftop of the principle structure within the parcel.

Source Data

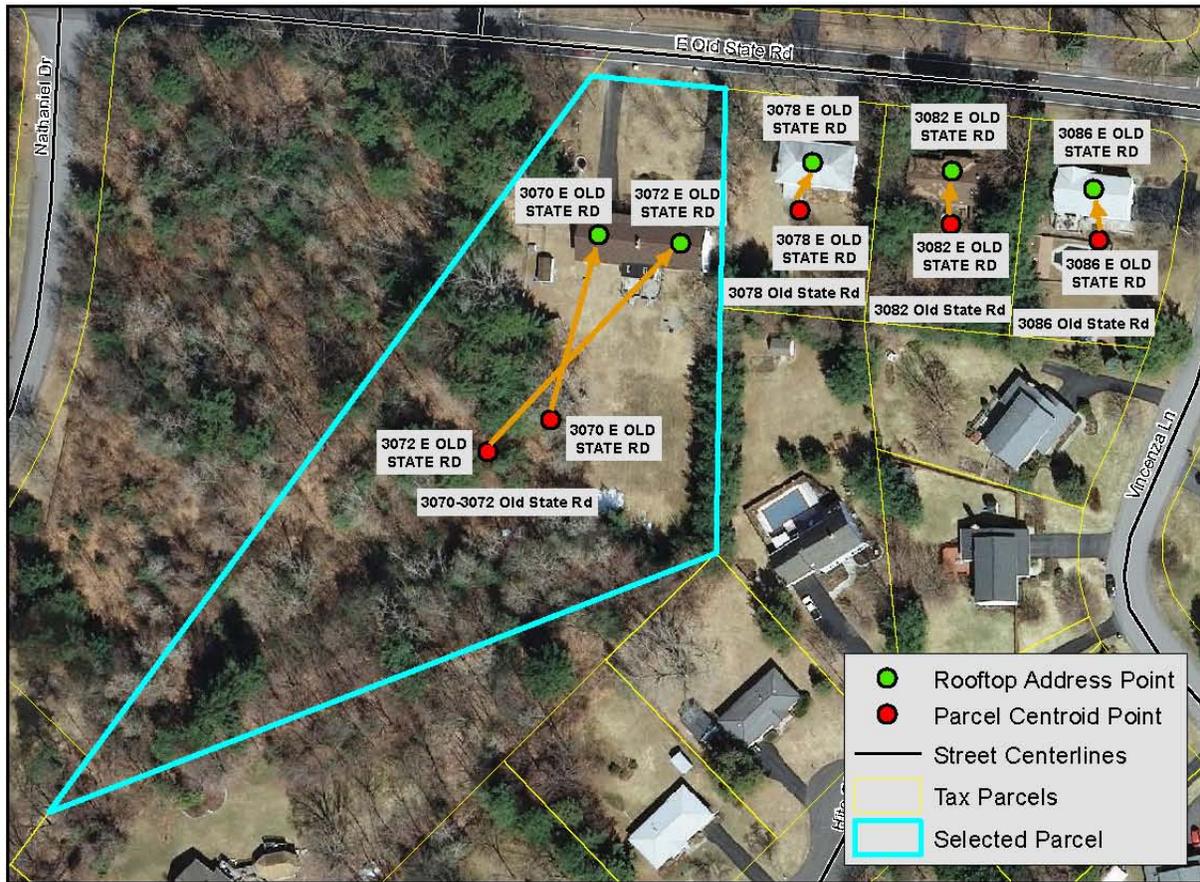
Monroe County Address Points				
SBL	ST_NBR	RPS_ST_NAM	PROP_CLASS	PROP_DESC
26280003301000020330000000	346	Frisbee Hill Road	210	1 FamilyRes
26280003301000020320000000	336	Frisbee Hill Road	210	1 FamilyRes
26280003301000020310000000	330	Frisbee Hill Road	210	1 FamilyRes
26280003301000020300000000	324	Frisbee Hill Road	210	1 FamilyRes
26280003301000020290000000	318	Frisbee Hill Road	210	1 FamilyRes

Monroe County Tax Parcel Data				
SBL	ST_NBR	RPS_ST_NAM	PROP_CLASS	PROP_DESC
26280003301000020330000000	346	Frisbee Hill Road	210	1 FamilyRes
26280003301000020320000000	336	Frisbee Hill Road	210	1 FamilyRes
26280003301000020310000000	330	Frisbee Hill Road	210	1 FamilyRes
26280003301000020300000000	324	Frisbee Hill Road	210	1 FamilyRes
26280003301000020290000000	318	Frisbee Hill Road	210	1 FamilyRes

Map created by NYS OCS, July 11, 2012



Single Parcel with Multiple Points Moved to Rooftop



In this example, the Duplex in the selected parcel has 2 principle addresses in the same parcel and requires 2 points. Since the address numbers are increasing to the right, the lower numbered point was placed on the left of the roof and the higher numbered point was placed on the right of the roof. Since the three parcels to the right only have one building per parcel, the addresses were matched between the centroid points and parcels and points were moved to the rooftop.

Source Data

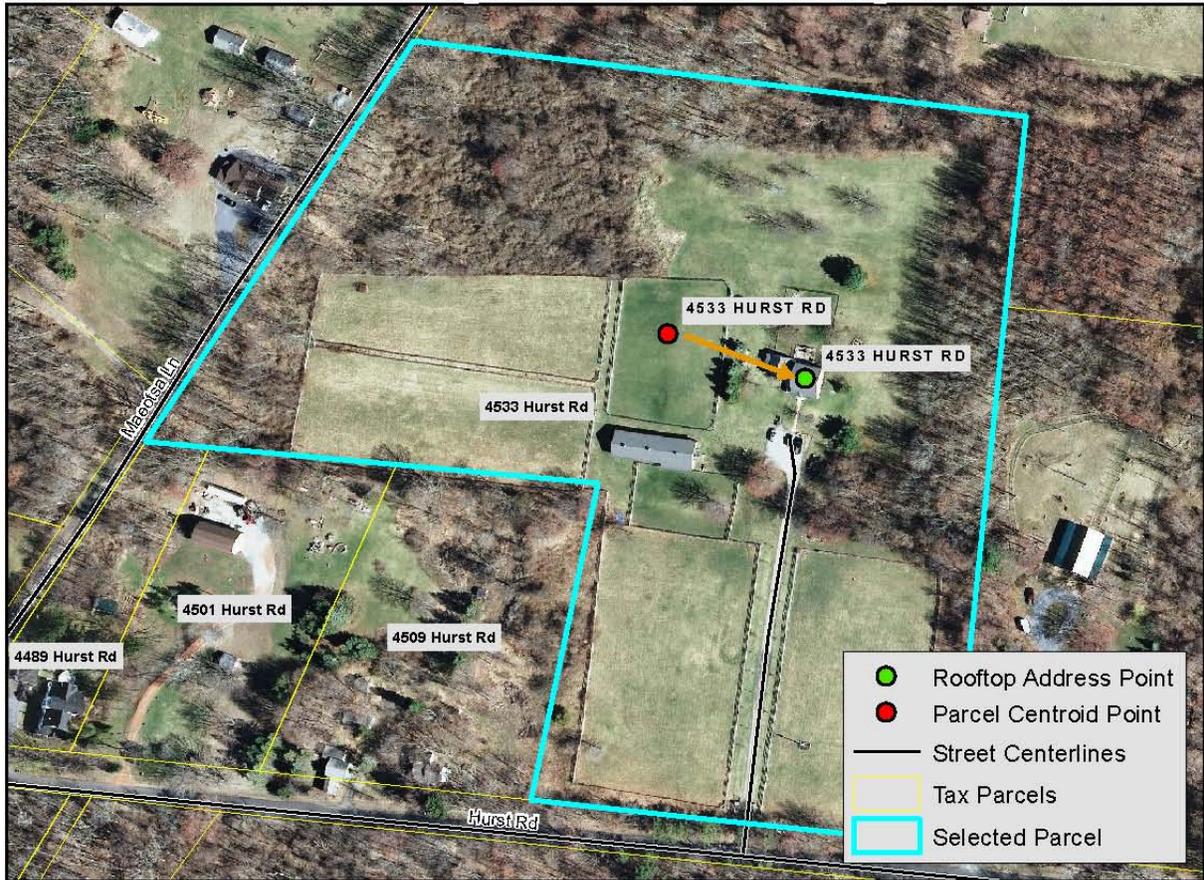
NYS Address Points				
ADD_NUMBER	STREETNAME	CITY	STATE	POSTAL
3070	OLD STATE RD	SCHENECTADY	NY	12303
3072	OLD STATE RD	SCHENECTADY	NY	12303

Albany County Tax Parcel Data			
SBL	LOC_NUM	LOC_NAME	PROP_CLASS
02701900020370000000	3070-3072	Old State Rd	220

Map created by NYS OCS, July 11, 2012



Residential House with Multiple Buildings Moved to Rooftop



In this example, there are multiple buildings within a single parcel but only one parcel centroid address point. Since there is only a point for the main structure within the parcel and no additional point for the barn, the centroid point gets moved to the rooftop of the house.

Source Data

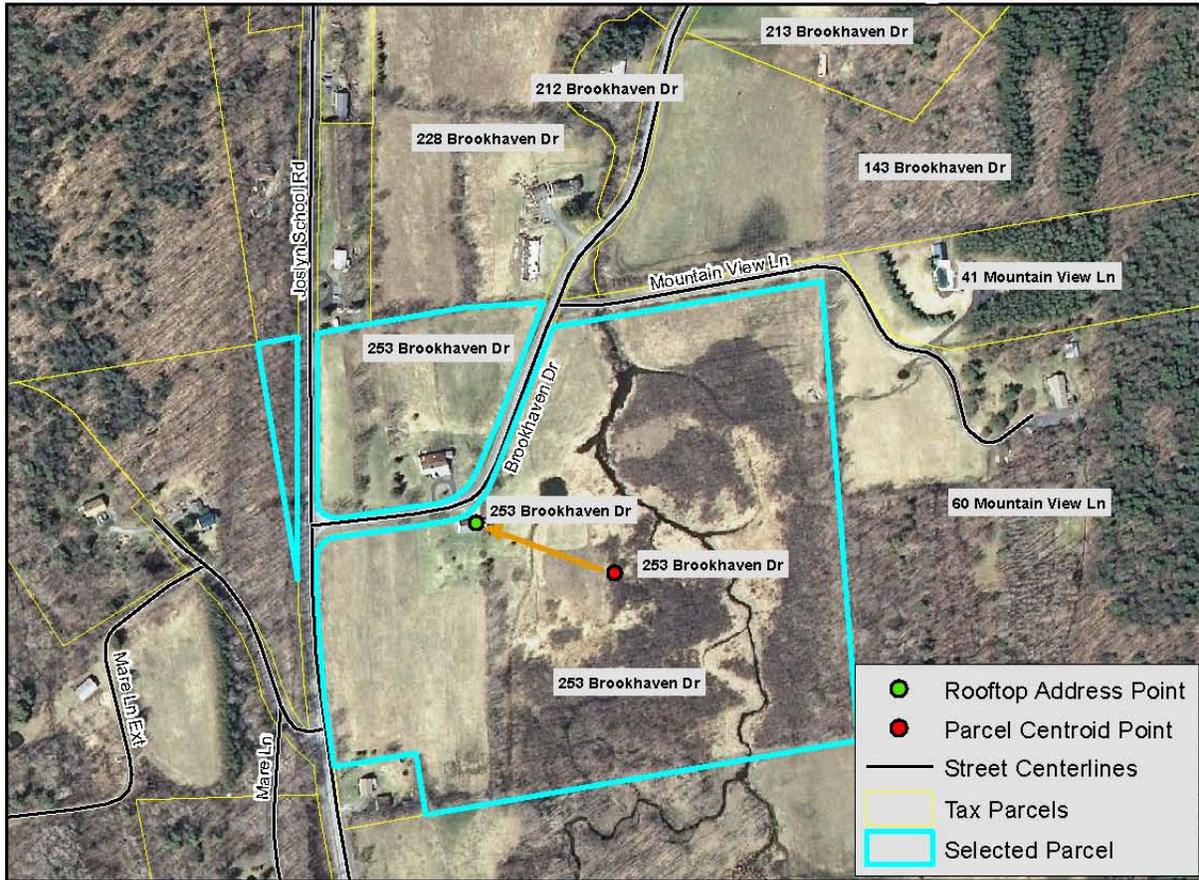
NYS Address Points				
ADD_NUMBER	STREETNAME	CITY	STATE	POSTAL
4533	HURST RD	ALTAMONT	NY	12009

Albany County Tax Parcel Data			
SBL	PROP_CLASS	LOC_NUM	LOC_NAME
3800000030200010000	210	4533	Hurst Rd

Map created by NYS OCS, July 11, 2012



Parcel Split by Road and Centroid Point Moved to Rooftop



In this example the parcel is split by Brookhaven Dr. The addresses on the right side of Brookhaven Dr are odd and the addresses on the left side are even so the address point would be placed on the rooftop of the building on the right side of the road. This situation is common in rural areas of the state where farm structures are on one side of the road and the residential structure is on the opposite side of the road.

Source Data

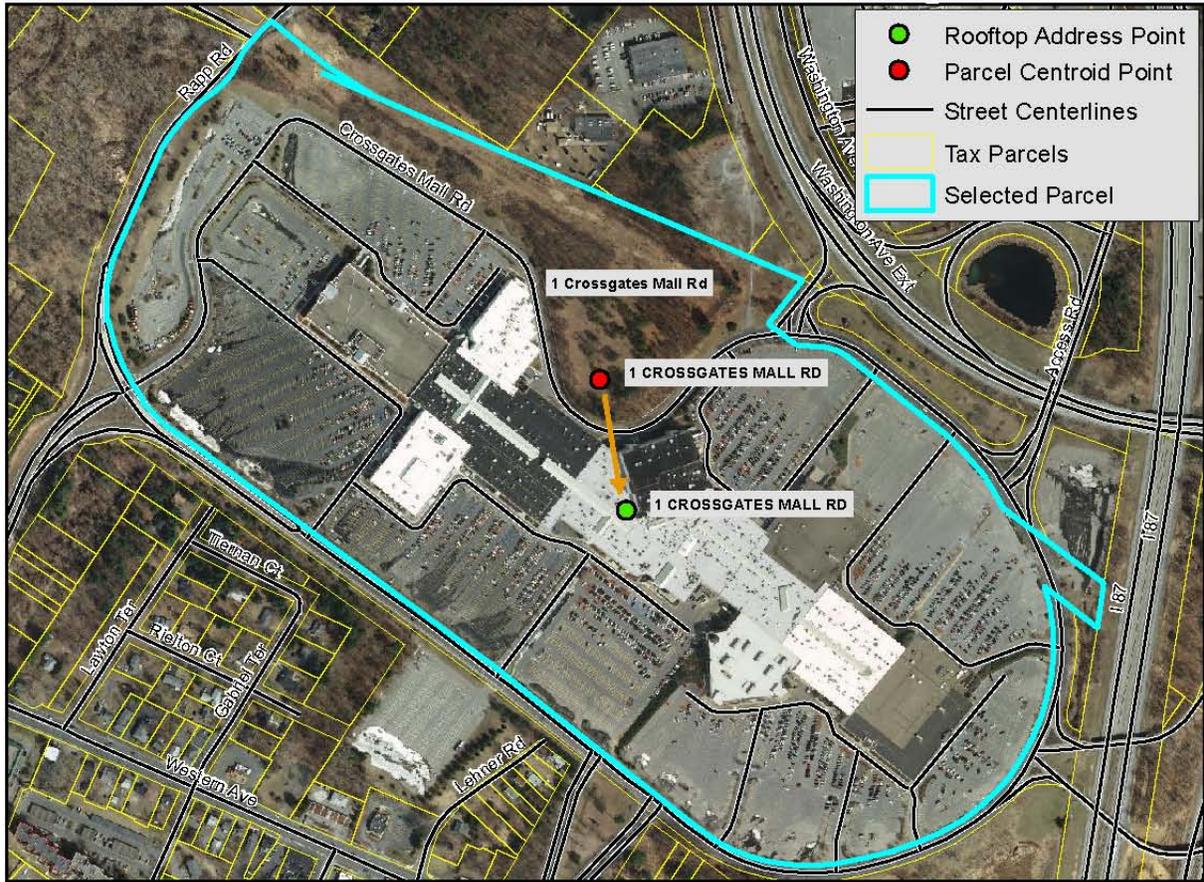
NYS Address Points				
ADD_NUMBER	STREETNAME	CITY	STATE	POSTAL
253	BROOKHAVEN DR	EAST BERNE	NY	12059

Albany County Tax Parcel Data		
SBL	LOC_NUM	LOC_NAME
10400000020030000000	253	Brookhaven Dr

Map created by NYS OCS, July 11, 2012



Single Building Mall with Parcel Centroid Point Moved to Rooftop



In this example, there is only one address in the data for the large, single building mall. The parcel centroid point was in a wooded area to the North of the mall and was moved to the rooftop of the structure since there is only one structure within the parcel.

Source Data

NYS Address Points				
ADD_NUMBER	STREETNAME	CITY	STATE	POSTAL
1	CROSSGATES MALL RD	ALBANY	NY	12203

Albany County Tax Parcel Data		
SBL	LOC_NUM	LOC_NAME
05200100010040020000	1	Crossgates Mall Rd

Map created by NYS OCS, July 11, 2012



Multiple Building Mall Plaza with Parcel Centroid Point Moved to Driveway



In this example, the plaza is made up of multiple buildings and there is only one address for the whole strip mall. The parcel centroid is moved to the driveway entrance since there is not one principle structure within the parcel or subaddress information for each of the stores within the strip mall.

Source Data

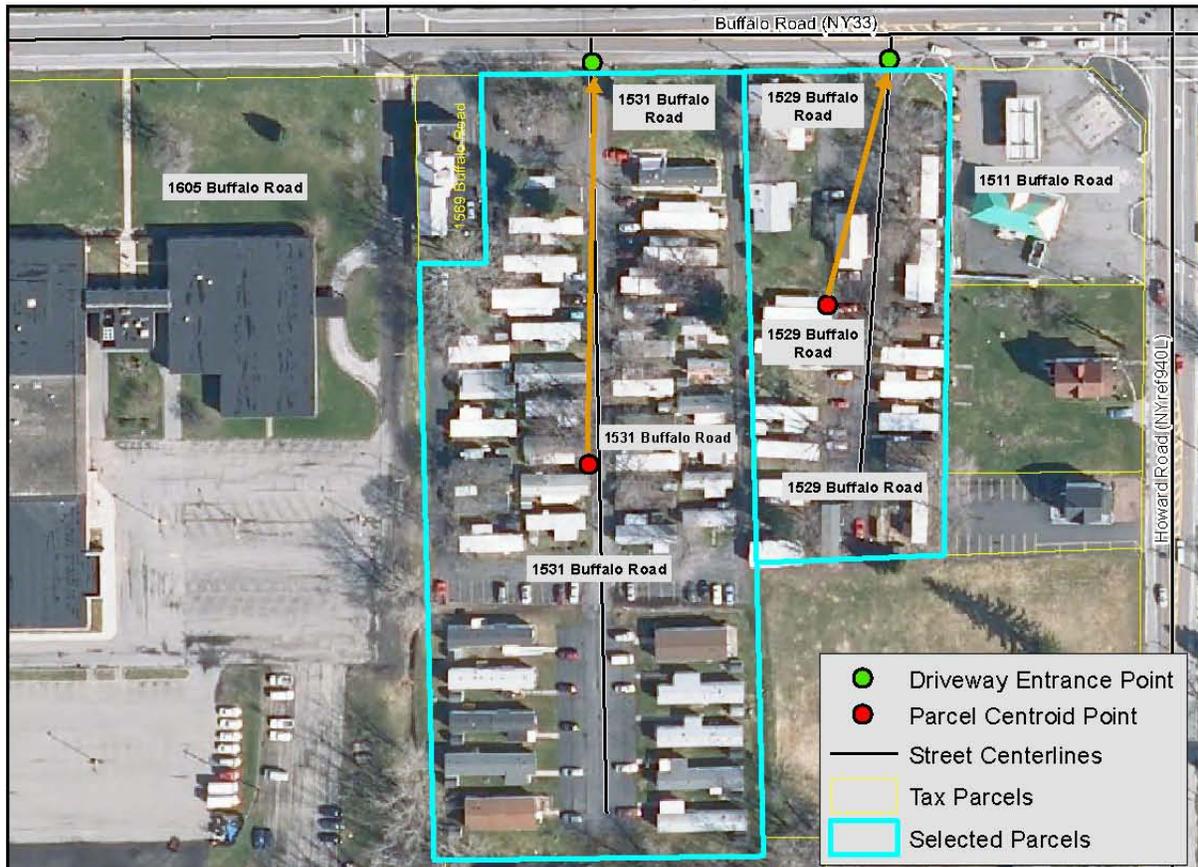
NYS Address Points				
ADD_NUM	STREETNAME	CITY	STATE	POSTAL
1475	WESTERN AVE	ALBANY	NY	12203

Albany County Tax Parcel Data			
SBL	LOC_NUM	LOC_NAME	
05200400020080000000	1475	Western Ave	

Map created by NYS OCS, July 10, 2012



Mobile Home Park with Single Point Moved to Driveway Entrance



In this example, there were only parcel centroid address points for these two mobile home communities. There were no addresses or points for the individual mobile homes in the data. Since there is no principle building within these two mobile home communities, the centroid points were moved to the driveway entrance.

Source Data

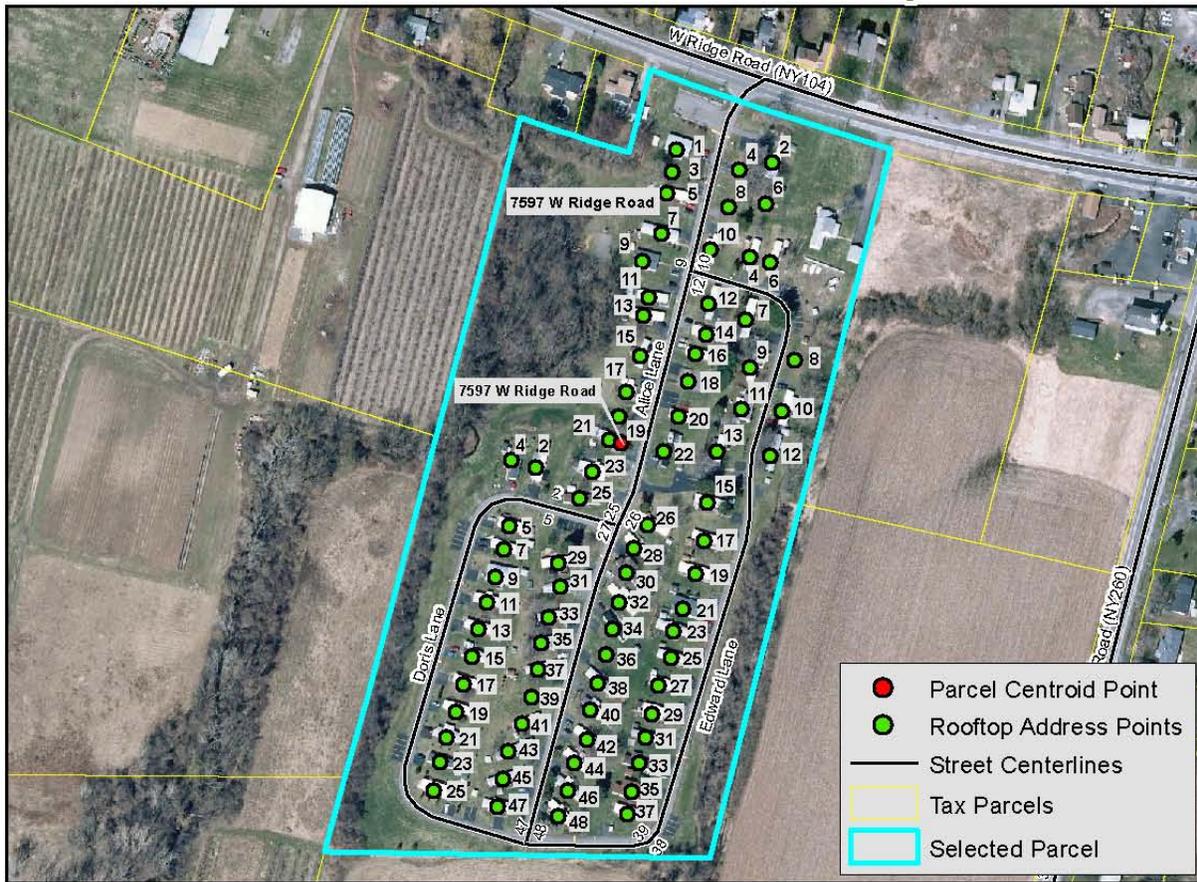
Monroe County Address Points				
SBL	ST_NBR	RPS_ST_NAM	PROP_CLASS	PROP_DESC
26260011910000030530000000	1531	Buffalo Rd	416	Mfg Housing Pk
26260011910000030540000000	1529	Buffalo Rd	416	Mfg Housing Pk

Monroe County Tax Parcel Data				
SBL	ST_NBR	RPS_ST_NAM	PROP_CLASS	PROP_DESC
26260011910000030530000000	1531	Buffalo Rd	416	Mfg Housing Pk
26260011910000030540000000	1529	Buffalo Rd	416	Mfg Housing Pk

Map created by NYS OCS, July 12, 2012



Parcel Centroid Point Moved to Individual Mobile Home Rooftops



In this example, the streets within the mobile home community are named and there are addresses for each of the mobile homes as well. Based on the street ranges it is possible to place the address points on the rooftop of the correct mobile homes.

Source Data

Monroe County Master Address File						
SBL	ST_NBR	ST_NAME	ST_T_YPE	LOC_NAME	LOC_CITY_ST	LOC_ZIP
26248905404000010240000000	1	Alice	Lane	Maple Ridge Mobile Home Park	Brockport NY	14420
26248905404000010240000000	10	Alice	Lane	Maple Ridge Mobile Home Park	Brockport NY	14420
26248905404000010240000000	11	Alice	Lane	Maple Ridge Mobile Home Park	Brockport NY	14420
26248905404000010240000000	12	Alice	Lane	Maple Ridge Mobile Home Park	Brockport NY	14420
26248905404000010240000000	11	Doris	Lane	Maple Ridge Mobile Home Park	Brockport NY	14420
26248905404000010240000000	10	Edward	Lane	Maple Ridge Mobile Home Park	Brockport NY	14420
26248905404000010240000000	11	Edward	Lane	Maple Ridge Mobile Home Park	Brockport NY	14420

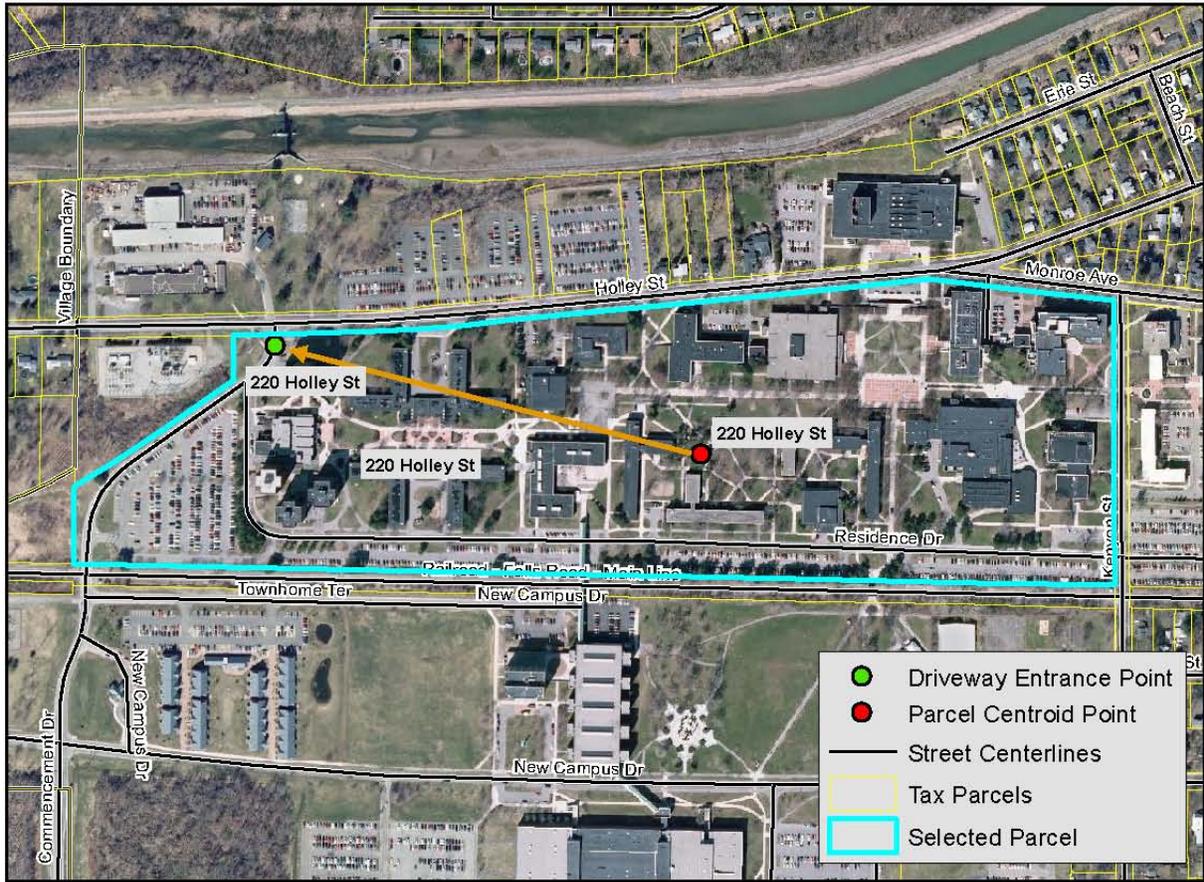
Monroe County Address Points					
SBL	ST_NBR	RPS_ST_NAM	PROP_CLASS	PROP_DESC	
26248905404000010240000000	7597	WRidge Road	416	Mfg Housing Pk	

Monroe County Tax Parcel Data					
SBL	ST_NBR	RPS_ST_NAM	PROP_CLASS	PROP_DESC	
26248905404000010240000000	7597	WRidge Road	416	Mfg Housing Pk	

Map created by NYS OCS, July 12, 2012



Single Address Point on Campus Moved to Driveway



In this example, the college campus pictured has an address point in the center of the parcel. There were no additional address points for the individual buildings on campus so the centroid address point has been moved to the driveway street entrance off of Holley St.

Source Data

Monroe County Address Points				
SBL	ST_NBR	RPS_ST_NAM	PROP_CLASS	PROP_DESC
26520106815000010101100000	220	Holley St	613	College/Univ

Monroe County Tax Parcel Data				
SBL	ST_NBR	RPS_ST_NAM	PROP_CLASS	PROP_DESC
26520106815000010101100000	220	Holley St	613	College/Univ

Map created by NYS OCS, July 10, 2012



Attachment 3 to Exhibit A -- Monthly Status Report

MONTHLY STATUS REPORT COVER SHEET

MONTHLY STATUS REPORT

OCS PROJECT NAME:

OCS PROJECT CODE:

PERIOD COVERED: <Month> <Year>

DATE PREPARED: <Month-Day-Year>

PREPARED BY: <Name of Consultant that prepared the report>

 <Contractor name and address>

PREPARED FOR: NYS Office of Cyber Security

MONTHLY STATUS REPORT OUTLINE

I. ACTIVITIES THIS PERIOD

- A. Summary of County Deliverables Completed
- B. Summary of County Deliverables in Progress

II. OUTSTANDING ISSUES STATUS

III. PROBLEMS/ISSUES/CONCERNS ENCOUNTERED THIS PERIOD

IV. GOALS SCHEDULED FOR COMPLETION NEXT PERIOD

V. PRODUCTION SCHEDULE

Attachment 4 to Exhibit A – Source Usage Document (SUD) Sample

TOMPKINS COUNTY

Data Layer	Suggested Source Usage/Jurisdiction	Currency	Metadata (Y/N)	Evaluation	Record Count	Data Usage Agreement
Combined Address Points <i>TCaddress.shp</i> (<i>ESRI Shapefile</i>)	Primary source for address point location. Primary source for address point attributes.	6/15/2012	Yes	This layer is a combination of three address point layers Tompkins County provided below (DOERAddresses.gdb, DOERApartments.gdb, DoerCommPL.gdb). (NYS OCS converted the addresses into the new NENA standard and combined together to form the older version of this layer). The majority of these address points are on building rooftops. However there are still some that are not on a building rooftops from the Common Place layer (cemeteries, open spaces, vacant lands) and they were unsure of the location of some points without a field check, as well as a few points that were missing imagery (per Cattyann Campbell). Tompkins County has combined these three layers into one file and that is how the updated version was provided to OCS. Subaddress points can be located using a query to select for LOCATOR = 'DoerApt' OR (LOCATOR='DoerCommon' and CPUNIT IS NOT NULL).	38,689 total points 27,601 primary points 12,491 sub address points	Yes
Tax Parcels <i>Taxparcel/RPS2012.shp</i> (<i>ESRI Shapefile</i>)	Secondary source for county wide address point location. Secondary source for county wide address point attributes.	7/1/2012	Yes	823 of the 6,279 parcels with no address location number have buildings on them. 354 of the 588 vacant addressed parcels have address location numbers. The vacant addressed parcels have a value of 'Vac wimprv' in the DESCRIPTIO field. Overall, attributes are very complete.	34,952 total 6,279 parcels with no location number (LOC) 28,673 parcels with location number 588 vacant addressed parcels	Yes
NYS Address Points NAVTEQ <i>AddressPoints_Navteq.gdb</i> (<i>File GDB Feature Class</i>)	Secondary source for county wide address point location. Secondary source for county wide address point attribute data.	12/2011 Release	Yes	Parcel centroid for most of the county. Useful for comparing data against primary address point source. Any points found to be in the NAVTEQ dataset and not in the county's address point layer will be given to the county for review.	26,009	N/A
MSAG <i>MSAG2012withESNs6012012.xls</i> (<i>MS Excel Worksheet</i>)	Reference Data	6/1/2012	No	This file contains street names, address ranges, along with fire/ambulance/police districts. NOTE field is populated in 335 records, includes notes on odd/even, additions, if the street is on a campus, private, and alternate names. REASON FOR CHANGE field is populated in 92 records and includes road additions, address range changes, and road name changes.	1,879	Yes
ALIA/EC Database <i>TompkinsALIA612012.xls</i> (<i>MS Excel Worksheet</i>)	Reference Data	6/1/2012	No	PHONENUMBER field entries deleted by Tompkins County. Table includes addresses for all landline phones in Tompkins County. Also contains intersection addresses. This data could be geocoded to ensure that all addresses listed have a point associated with them. The addresses in this file were geocoded in 2008 and used as one of the sources for the <i>TCaddress</i> file minus the phone numbers. This file is being created (with the exception of the phone numbers) from <i>TCaddress</i> until Tompkins County replaces their address maintenance system.	81,558	Yes
NYS Streets <i>StreetSegment.gdb</i> (<i>ESRI File GDB Feature Class</i>)	Reference data	9/1/2012	Yes	Can be used to assist in locating or placing address points on the correct street segment.		N/A
NYS Orthophotography <i>ArcGIS Web Map Service</i>	Secondary source for address point location.	2011	Yes	Can be used to assist in placing address points on corresponding building rooftops.		N/A
Other Datasets Received						

Minimum Point Count 38,689
 Data Received 12/11/2011
 Data Reviewer Craig
 Review Completed 7/15/2012
 County Approval 7/30/2012

APPENDIX A - Standard Clauses For NYS Contracts

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination

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

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

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the

"Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

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

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply

with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

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

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

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

NYS Department of Economic Development
Division for Small Business

30 South Pearl St -- 7th Floor
Albany, New York 12245

Telephone: 518-292-5220

Fax: 518-292-5884

<http://www.empire.state.ny.us>

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

NYS Department of Economic Development

Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor

Albany, New York 12245

Telephone: 518-292-5250

Fax: 518-292-5803

<http://www.empire.state.ny.us>

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

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

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

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective

bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

21. RECIPROCITY AND SANCTIONS PROVISIONS.

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

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

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

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

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

ETHICS COMPLIANCE
SECTIONS 73(5) AND 74(2) and (3)
OF NEW YORK STATE PUBLIC OFFICERS LAW

§ 73(5)

5. No statewide elected official, state officer or employee, individual whose name has been submitted by the governor to the Senate for confirmation to become a state officer or employee, member of the legislature or legislative employee shall, directly or indirectly, solicit, accept or receive any gift having a value of seventy-five dollars or more whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which could reasonably be inferred that the gift was intended to influence him, or could reasonably be expected to influence him, in the performance of his official duties or was intended as a reward for any official action on his part. No person shall, directly or indirectly, offer or make any such gift to a statewide elected official, or any state officer or employee, member of the legislature or legislative employee under such circumstances.

Certain applicable subdivisions of §74

2. Rule with respect to conflict of interest. No officer or employee of a state agency, member of the legislature or legislative employee should have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity or incur any obligation of any nature, which is in substantial conflict with the proper discharge of his duties in the public interest.

3. Standards.

.....

d. No officer or employee of a state agency, member of the legislature or legislative employee should use or attempt to use his official position to secure unwarranted privileges or exemptions for himself or others.

.....

f. An officer or employee of a state agency, member of the legislature or legislative employee should not by his conduct give reasonable basis for the impression that any person can improperly influence him or unduly enjoy his favor in the performance of his official duties, or that he is affected by the kinship, rank, position or influence of any party or person.

.....

h. An officer or employee of a state agency, member of the legislature or legislative employee should endeavor to pursue a course of conduct which will not raise suspicion among the public that he is likely to be engaged in acts that are in violation of his trust.

APPENDIX C - Administrative Proposal

ADMINISTRATIVE PROPOSAL

INSTRUCTIONS FOR SUBMISSION

*** DO NOT INCLUDE ANY COST DATA
IN THE ADMINISTRATIVE PROPOSAL ***

The Bidder's *Administrative Proposal* must contain completed and executed copies of all of the documents contained in this Appendix C, including the following information, in the order enumerated below:

APPENDIX C – ADMINISTRATIVE PROPOSAL	
APPENDIX - PART	CONTENTS
Appendix C – Part 1	Formal Offer Letter and Cover Sheet
Appendix C – Part 2	Bidder Qualification Certification
Appendix C – Part 3	Bidder Responsibility Certification and Questionnaire
Appendix C – Part 4	Conflicts of Interest
Appendix C – Part 5	Contractor Requirements and Procedures for Equal Employment and Business Participation Opportunities for Minority Group Members and Certified Minority/Women-Owned Businesses on OGS Contracts

APPENDIX C - PART 1— FORMAL OFFER LETTER

[TO BE COMPLETED ON BIDDER'S LETTERHEAD]

Date

New York State Office of Cyber Security
Attn: <Solicitation Contact>
1220 Washington Ave, Bldg. 7A, 4th Floor
Albany, NY 12226

RE: **DHSES/OCS 01-2012**
Firm Offer to the State of New York

Dear Mr. <Name>:

[INSERT BIDDER NAME] hereby submits this firm and binding offer to the State of New York in response to New York State Request for Proposals (RFP) No. _____, issued by the NYS Office of Cyber Security entitled “_____.”

The Proposal hereby submitted meets or exceeds all terms, conditions, and requirements set forth in the above-referenced RFP. The Bidder substantially accepts the terms and conditions as set forth in Section 5 of the RFP, and Standard Clauses for New York State Contracts in RFP, Appendix A and agrees to enter into a contractual agreement that shall substantially contain the terms and conditions set forth therein. This formal offer will remain firm and non-revocable for a minimum period of 365 days from the Proposal Due Date and Time as set forth in RFP, Section 2.1. In the event that a contract is not approved by the Office of the State Comptroller (OSC) within the 365 day period, this offer shall remain firm and binding beyond the 365 day period and until a contract is approved by OSC, unless [INSERT BIDDER NAME] delivers to OCS written notice of withdrawal of its Proposal.

[INSERT BIDDER NAME]'s complete offer is set forth as follows:

Administrative Proposal:

Two (2) original, two (4) hard copies and one (1) electronic copy (DVD, or CD)

Technical and Management Proposal:

Six (6) original hard copies and one (1) electronic copy (DVD, or CD)

Financial Proposal:

Six (6) original hard copies and one (1) electronic copy (DVD, or CD)

The undersigned affirms and swears s/he has the legal authority and capacity to sign and make this offer on behalf of, [INSERT BIDDER NAME] and possesses the legal authority and capacity to act on behalf of Bidder to execute a contract with the State of New York. The undersigned affirms and swears as to the truth and veracity of all documents included in this offer.

Signature
[INSERT BIDDER NAME]
[INSERT TITLE]
[INSERT COMPANY NAME]

PLEASE SUBMIT WITH ADMINISTRATIVE PROPOSAL

Please Note: A “No” response may be grounds for disqualification from this procurement.

RFP Name: _____ Proposal Date: _____			
1	Information Regarding the Proposer’s Firm:	Firm: _____ Address: _____ City, State, Zip Code: _____ Telephone Number: _____	
2	Primary Contact Concerning this Proposal:	Name: _____ Title: _____ Address: _____ City, State, Zip Code: _____ Telephone Number: _____ Email address: _____	
3	Irrevocable Offer:	The rates quoted are an irrevocable offer that is good through the execution of a contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	Willingness to Perform All Services:	The Proposer is willing to, and capable of performing and providing all of the Deliverables, products and services described in this RFP.	<input type="checkbox"/> Yes <input type="checkbox"/> No
5	Appendix A:	The Proposer has read, understands, and accepts the provisions of Appendix A, Standard Clauses for New York State Contracts, which will be incorporated, without change or amendment, into the contract entered into between the OCS and the selected Proposer.	<input type="checkbox"/> Yes <input type="checkbox"/> No
6	Vendor Responsibility Questionnaire Requirement:	The Proposer has (Please check the appropriate box.): <input type="checkbox"/> Certified and filed the Vendor Responsibility Questionnaire on-line via the New York State VendRep System. <p style="text-align: center;">OR</p> <input type="checkbox"/> Included a properly executed paper copy of the Vendor Responsibility Questionnaire with the Administrative Proposal.	
7	The Firm’s Taxpayer Identification Number is: _____ DUNS #: _____ <div style="text-align: right;">(if applicable)</div>		

By my signature on this Cover Page, I certify that I am authorized to bind the Firm contractually.

Typed or Printed Name of Authorized Representative of the Firm

Title/Position of Authorized Representative of the Firm

Signature

Date

APPENDIX C - PART 2 - BIDDER QUALIFICATION CERTIFICATION

An authorized representative of the Bidder who is legally authorized to certify the information requested in the name of and on behalf of the Bidder is required to complete and sign the Bidder Qualification Certification and provide all requested information. Bidder's authorized representative must certify as to the truth of the representations made by signing where indicated, below.

CERTIFICATION:

The Bidder: (1) recognizes that the following representations are submitted for the express purpose of assisting OCS in making a determination to award a contract; (2) acknowledges and agrees by submitting the Certification, that OCS may in its discretion, verify the truth and accuracy of all statements made herein; (3) certifies that the information submitted in this certification and any attached documentation is true, accurate and complete.

Appendix C – Part 2 – Bidder Qualification Certification

Name of Business Entity Submitting Bid:		
Entity's Legal Form:		<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other
No.	RFP Ref.	<input type="radio"/> RFP Requirement:
1.	1.4 (1)b	At time of bid submission, Bidder represents and warrants that it: <input type="checkbox"/> is <input type="checkbox"/> is not duly organized, validly existing, and authorized to conduct business in NYS. If not authorized to do business in NYS, at time of bid, the Bidder represents and warrants that it: <input type="checkbox"/> has <input type="checkbox"/> has not filed an application for authority to do business in NYS with the NYS Secretary of State.
No.	RFP Ref.	<input type="radio"/> RFP Requirement:
2.	1.4 (1)c	At time of bid submission, Bidder represents and warrants that it: <input type="checkbox"/> has <input type="checkbox"/> has not completed, obtained or performed all registrations, filings, approvals, authorizations, consents and examinations required by any governmental authority for the provision of Services and that it will, in order to perform said Services during the term of the Contract, comply with any requirements imposed upon it by law.
No.	RFP Ref.	<input type="radio"/> RFP Requirement:
3.	1.4 (2)a	At time of bid submission, Bidder represents and warrants that it: <input type="checkbox"/> possesses <input type="checkbox"/> does not possess adequate staffing resources, financial resources and organizational structure to perform the type, magnitude and quality of work specified in the RFP.

APPENDIX C - PART 3 – BIDDER RESPONSIBILITY CERTIFICATION AND QUESTIONNAIRE

Bidder is required to submit an executed Bidder Responsibility Certification and Questionnaire in the form set forth in this Part 3. The certification must be executed by a person duly authorized to bind the Bidder. The executed certification must be included as part of the Bidder's *Administrative Proposal* at this section.

Any subcontractors included in the proposal with its subcontract expected to equal or exceed \$100,000 over the life of the contract must complete the Questionnaire. These completed forms must be submitted as part of the Bidder's *Administrative Proposal* at this section.

BIDDER RESPONSIBILITY CERTIFICATION AND QUESTIONNAIRE

An authorized representative of the Bidder who is legally authorized to certify the information requested in the name of and on behalf of the Bidder is required to complete and sign the Bidder Responsibility Certification and Questionnaire and provide all requested information. Bidder's authorized representative must certify as to the truth of the representations made by signing where indicated, below.

BIDDER PROFILE			
Business Entity Name:			
Form of Legal Entity:	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other _____		
State of Incorporation:			
Main Office Address:			
Federal Tax ID #:			
NYS Certifications, if any:	<input type="checkbox"/> Minority-Owned Business Enterprise (MBE)	<input type="checkbox"/> Women-Owned Business Enterprise (WBE)	<input type="checkbox"/> Small Business Enterprise (SBE)
Name and Title of Contact Person Authorized to represent Bidder in all matters relating to the submission of this Proposal and regarding execution of a resulting contract, if any:			
Address:			
Phone:			
Fax:			
e-mail:			

**NEW YORK STATE
NON-COLLUSIVE BIDDING CERTIFICATION**

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

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

**NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND
[MACBRIDE FAIR EMPLOYMENT PRINCIPLES]**

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

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

Vendor Responsibility Questionnaire Instructions

A contracting agency is required to conduct a review of a prospective Contractor to provide reasonable assurances that the Vendor is responsible. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. This questionnaire is designed to provide information to assist a contracting agency in assessing a Vendor's responsibility prior to entering into a contract with the Vendor. Vendor responsibility is determined by a review of each Bidder or Proposer's authorization to do business in New York, business integrity, financial and organizational capacity, and performance history.

To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us.

Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Division of the Budget or the Office of the State Comptroller for a copy of the paper form.

Vendors who file the Vendor Responsibility Questionnaire online, prior to the proposal due date do not need to submit a paper copy as part of their Administrative Proposal. **However, please indicate on APPENDIX C (Cover Page) that a completed questionnaire is available on the VendRep System.**

Vendors must answer every question in the questionnaire and where appropriate additional information may be required for the questionnaire to be complete and accurate. The completed questionnaire and responses will become part of the procurement record.

It is imperative that the person completing the Vendor Responsibility Questionnaire be knowledgeable about the proposing Contractor's business and operations as the questionnaire information must be attested to by an owner or officer of the Vendor.

APPENDIX C - PART 5 – Contractor Requirements and Procedures for Equal Employment and Business Participation Opportunities for Minority Group Members and Certified Minority/Women-Owned Businesses on OGS Contracts

In accordance with Article 15-A of the Executive Law (Participation by Minority Group Members and Women with Respect to State Contracts) and in conformance with the Regulations promulgated by the Minority and Women’s Business Development Division of the New York State Department of Economic Development set forth at 5 NYCRR Parts 140-144, the Bidder/Contractor agrees to be bound by the following to promote equality of economic opportunities for minority group members and women, and the facilitation of minority and women-owned business enterprise participation on all covered OGS contracts.

Equal Employment Opportunity (EEO) Requirements

By submission of a bid or proposal in response to this solicitation, the Bidder 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 the provisions of Appendix A clause 12 – Equal Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.

The following forms are required to ensure Bidder compliance with the Equal Employment Opportunity requirements:

1. Staffing Plan (Form EEO 100)

To ensure compliance with the foregoing section, the Bidder shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of this contract broken down by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Bidders shall complete the Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time thereafter, but no later than the time of award of the contract.

A contractor’s failure to submit a Staffing Plan prior to the time required shall result in the rejection of the bid or proposal.

2. Workforce Employment Utilization/Compliance Report (Form EEO 101).

Once a contract has been awarded, the Contractor is responsible to update OGS on any changes to the Staffing Plan submitted. This information is to be submitted on a quarterly basis during the life of the contract to report the actual workforce utilized in the performance of the contract broken down by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Employment Utilization/Compliance Report (Utilization/Compliance Report) must be submitted to report this information. Separate forms are to be completed for the contractor and any subcontractor performing work on the contract. Please note that in all instances, the Contractor may not be able to separate out the workforce utilized in the performance of the contract from the Contractor’s and/or sub contractor’s total workforce. When a separation can be made, the Contractor shall submit the Utilization/Compliance Report and indicate that the information provided relates to the actual workforce utilized on the subject contract. When the workforce to be utilized on the contract cannot be separated out from the Contractor’s and/or subcontractor’s total workforce, the Contractor shall submit the Utilization/Compliance Report and indicate that the information provided is the Contractor’s total workforce during the subject time frame, not limited to work specifically under the contract.

The Utilization/Compliance Report is to be completed for the quarters ending on 3/31, 6/30, 9/30 and 12/31 and submitted to the OGS Office of Minority/Women-owned Business Enterprise Program Operations (OM/WBEO) within 15 days of the end of each quarter. If there are no changes to the workforce utilized on the contract during

the reporting period, the Contractor can submit a copy of the previously submitted report with the date and reporting period updated, indicating no change.

Requirements and Procedures Regarding Business Participation Opportunities for Certified Minorities and Women on OGS Contracts

In accordance with Article 15-A of the Executive Law and regulations adopted pursuant thereto, the following forms are required to ensure compliance with the Minority and Women-owned Business participation requirements. In accordance with these requirements, the Bidder agrees to make every good faith effort to promote and assist the participation of Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers on this contract for the provision of services and materials. The directory of Certified Businesses can be viewed at: <http://www.empire.state.ny.us/MWBE.html>. In addition, the Bidder agrees to submit the following documents as evidence of compliance with the foregoing:

1. M/WBE Utilization Plan (Form M/WBE 100).

A. Bidders are required to submit a Utilization Plan on **Form M/WBE 100** with this bid or proposal. The Utilization Plan shall list certified minority- and women-owned business enterprises which the contractor intends to use to perform the State contract and a description of the contract scope of work which the contractor intends to structure to increase the participation by certified minority- and women-owned enterprises on the State contract, and the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State contract which the contractor intends to be performed by a certified minority- or woman-owned business. Any modifications or changes to the agreed participation by Certified M/WBEs after the Contract Award and during the term of the contract must be reported on a revised M/WBE Utilization Plan and submitted to the OGS M/WBEPO.

B. The OGS OM/WBEPO will review the M/WBE Utilization Plan and will issue to the Bidder a written notice of acceptance or deficiency within twenty (20) days of its receipt. A notice of deficiency shall include (i) the name of any M/WBE which is not acceptable for the purpose of complying with the M/WBE participation goals and the reasons why it is not acceptable; (ii) elements of the Contract scope of work which OGS has determined can be reasonably structured by the Bidder to increase the likelihood of participation in the Contract by M/WBEs; and (iii) other information which OGS determines to be relevant to the M/WBE Utilization Plan.

C. The Bidder shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to OGS OM/WBEPO a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS OM/WBEPO to be inadequate, OGS OM/WBEPO shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of M/WBE participation goals on forms provided by OGS OM/WBEPO. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

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

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

2. Request for Waiver Form (if applicable) (Form M/WBE 101).

A Bidder who documents good faith efforts to meet the goal requirements may submit a request for a partial or total waiver at the same time it submits its M/WBE Utilization Plan. If a request for waiver is submitted with the M/WBE Utilization plan and is not accepted by the OGS OM/WBEPO at that time, the provisions of clauses 1 (B & C), regarding the notice of deficiency and written remedy will apply.

The Awarded Contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its

M/WBE Utilization Plan, during the performance of the contract. Requests for a partial or total waiver of established goal requirements made subsequent to award of a Contract may be made at any time during the term of the Contract to the OGS OM/WBEPO but prior to the submission of a request for final payment on the Contract.

3. Monthly M/WBE Contractor Compliance Report (Form M/WBE 102).

Contractors are required to submit a Monthly M/WBE Contractor Compliance Report to OGS OM/WBEPO by the 10th day of each month over the term of the contract documenting the progress made towards achievement of the M/WBE goals of the Contract.

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

Copies of all referenced forms can be found on the OGS Website at: <http://www.ogs.ny.gov/mwbe/Forms.asp>

If you have any questions regarding the foregoing requirements or the requirements of Article 15-A of the Executive Law and 5 NYCRR Parts 140-144, please contact the OM/WBEPO office at: 518-486-9284. All Bid related questions should be directed to the Designated Contact(s) identified for this solicitation.



**EQUAL EMPLOYMENT OPPORTUNITY
STAFFING PLAN**
Submit with Bid or Proposal – Instructions on page 2

Solicitation No.:		Report includes: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total work force
Offeror's Name:		Reporting Entity: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor Subcontractor's name _____
Offeror's Address:		

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification														
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		Native American (M) (F)		Disabled (M) (F)		Veteran (M) (F)		
Officials/Administrators																		
Professionals																		
Technicians																		
Sales Workers																		
Office/Clerical																		
Craft Workers																		
Laborers																		
Service Workers																		
Temporary /Apprentices																		
Totals																		

PREPARED BY (Signature):	TELEPHONE NO.:	DATE:
	EMAIL ADDRESS:	
NAME AND TITLE OF PREPARER (Print or Type):		Submit completed with bid or proposal EEO 100 (Rev 10/07)

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

Instructions for completing:

1. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the Designated Contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the work force under the appropriate headings
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** any person who:
 - has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER**



**EQUAL EMPLOYMENT OPPORTUNITY
WORK FORCE EMPLOYMENT UTILIZATION/COMPLIANCE REPORT**

Contract No.:	Reporting Entity: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	Reporting Period: <input type="checkbox"/> January 1, 20__ - March 31, 20__ <input type="checkbox"/> April 1, 20__ - June 30, 20__ <input type="checkbox"/> July 1, 20__ - September 30, 20__ <input type="checkbox"/> October 1, 20__ - December 31, 20__
Offeror's Name:		Report includes: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total work force
Offeror's Address:		

Enter the total number of employees in each classification in each of the EEO-Job Categories identified.

EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification								Disabled		Veteran	
		Male (M)	Female (F)	White (M) (F)	Black (M) (F)	Hispanic (M) (F)	Asian (M) (F)	Native American (M) (F)	(M)	(F)	(M)	(F)			
Officials/Administrators															
Professionals															
Technicians															
Sales Workers															
Office/Clerical															
Craft Workers															
Laborers															
Service Workers															
Temporary /Apprentices															
Totals															

PREPARED BY (Signature):	TELEPHONE NO.:	DATE:
	EMAIL ADDRESS:	
NAME AND TITLE OF PREPARER (Print or Type):	Submit completed form to: NYS Office of General Services Office of Minority/Woman-owned Business Enterprise Program Operations Corning Tower, 41ST Floor Empire State Plaza, Albany NY, 12242	
	EEO 101 (Revised 10.07)	

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

Instructions for completing:

1. Enter the number of the contract that this report applies to along with the name and address of the Contractor preparing the report.
2. Check off the appropriate box to indicate if the entity completing the report is the contractor or a subcontractor.
3. Check off the box that corresponds to the reporting period for this report.
4. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor's total work force.
5. Enter the total work force by EEO job category.
6. Break down the total work force by gender and enter under the heading 'Work force by Gender'
7. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the OGS Office of Minority/Woman-Owned Business Enterprise Programs at (518) 473-5212 if you have any questions.
8. Enter information on any disabled or veteran employees included in the work force under the appropriate heading.
9. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** any person who:
 - has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER**



**OFFICE OF MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM OPERATIONS
M/WBE UTILIZATION PLAN**

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Offeror's Name: _____ Federal Identification Number: _____
 Address: _____ Solicitation Number: _____
 City, State, Zip Code: _____ Telephone Number: _____
 Region/Location of Work: _____ M/WBE Goals in the Contract: MBE % WBE %

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts/ Supplies/Services and intended performance dates of each component of the contract.
A.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
B.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
PREPARED BY: Signature: _____ DATE: TELEPHONE NO: EMAIL ADDRESS: NAME AND TITLE OF PREPARER (Print or Type): SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION.			FOR OGS USE ONLY REVIEWED BY: _____ DATE: _____ UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ Contract No: Contract Award Date: Estimated Date of Completion: Amount Obligated Under the Contract: NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ NOTICE OF ACCEPTANCE ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____	

M/WBE 100 (Revised 10/31)

REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

When completing the Request for Waiver Form please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1 – 11, as listed below. If box # 3 has been checked above, please see item 11. Copies of the following information and all relevant supporting documentation must be submitted along with the request:

1. A statement setting forth your basis for requesting a partial or total waiver.
2. The names of general circulation, trade association, and M/WBE-oriented publications in which you solicited certified M/WBEs for the purposes of complying with your participation goals.
3. A list identifying the date(s) that all solicitations for certified M/WBE participation were published in any of the above publications.
4. A list of all certified M/WBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified M/WBE participation levels.
5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation if an identical solicitation was made to all certified M/WBEs.
6. Provide copies of responses made by certified M/WBEs to your solicitations.
7. Provide a description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.
8. Provide documentation of any negotiations between you, the Offeror/Contractor, and the M/WBEs undertaken for purposes of complying with the certified M/WBE participation goals.
9. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.
10. Provide the name, title, address, telephone number, and email address of offeror/contractor's representative authorized to discuss and negotiate this waiver request.
11. Copy of notice of application receipt issued by Empire State Development (ESD).

Note:

Unless a Total Waiver has been granted, Offeror/Contractor will be required to submit all reports and documents pursuant to the provisions set forth in the Contract, as deemed appropriate by OGS, to determine M/WBE compliance.

M/WBE 101 Instructions (10/07)



**OFFICE OF MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM OPERATIONS
MONTHLY M/WBE CONTRACTOR COMPLIANCE REPORT**

INSTRUCTIONS: BEGINNING THIRTY (30) DAYS AFTER A CONTRACT IS AWARDED; MONTHLY COMPLIANCE REPORTS ARE DUE ON THE TENTH DAY OF EACH MONTH FOR THE PRECEDING MONTH'S ACTIVITY.

Contractor's Name: _____ Federal Identification No.: _____
 Address: _____ Contract No.: _____
 City, State, Zip Code: _____ Telephone No.: _____

AS EVIDENCE OF THE PROGRESS MADE TOWARDS ACHIEVEMENT OF THE MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE) GOAL(S), CONTRACTOR IS REQUIRED TO COMPLETE AND SUBMIT THE FOLLOWING FOR EACH MBE OR WBE (PLEASE USE A SEPARATE FORM FOR EACH MBE OR WBE):

1. Copy (ies) of the written agreement with certified M/WBEs (submit with first monthly report).
2. List below the name, address and telephone number(s) of the certified M/WBE(s) utilized during the preceding month.

NAME	TELEPHONE NO.
ADDRESS	LOCATION OF WORK PERFORMED
CITY, STATE, ZIP	
3. Description of the work to be performed by the certified M/WBE (attach separate sheet if needed)
4. Scheduled dates for performance of the work by the certified M/WBE
5. Actual total cost of the contract work to be performed by the certified M/WBE \$
6. Actual total amount(s) of any payments made over the life of the contract by the Contractor to the certified M/WBE as of the date the compliance report is being submitted \$

PREPARED BY (Signature): _____ DATE: _____ <small>SUBMISSION OF THIS FORM CONSTITUTES THE CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT</small>							
NAME AND TITLE OF PREPARER (Print or Type):	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 2px;">TELEPHONE NO.:</td> <td style="width: 70%; padding: 2px;">EMAIL ADDRESS:</td> </tr> </table>	TELEPHONE NO.:	EMAIL ADDRESS:				
TELEPHONE NO.:	EMAIL ADDRESS:						
Monthly reports should be submitted by the 10 th day of each month to: Office of Minority/Women-Owned Business Enterprise Program Operations New York State - Office of General Services 41 ST Floor, Mayor Erastus Corning 2 ND Tower The Governor Nelson A. Rockefeller Empire State Plaza Albany, NY 12242	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center; padding: 2px;">FOR OGS USE ONLY</th> </tr> <tr> <td style="width: 70%; padding: 2px;">REVIEWED BY:</td> <td style="width: 30%; padding: 2px;">DATE:</td> </tr> <tr> <td style="height: 40px;"></td> <td></td> </tr> </table>	FOR OGS USE ONLY		REVIEWED BY:	DATE:		
FOR OGS USE ONLY							
REVIEWED BY:	DATE:						

M/WBE 102 (rev 10/07)

APPENDIX D - TECHNICAL AND MANAGEMENT PROPOSAL

TECHNICAL AND MANAGEMENT PROPOSAL

INSTRUCTIONS FOR SUBMISSION

*** DO NOT INCLUDE ANY COST DATA
IN THE TECHNICAL AND MANAGEMENT PROPOSAL ***

The Bidder's *Technical and Management Proposal* must contain the following information, in the order enumerated below:

APPENDIX D – TECHNICAL AND MANAGEMENT PROPOSAL	
APPENDIX - PART	CONTENTS
Appendix D – Part 1	Organizational Overview
Appendix D – Part 2	Project Overview
Appendix D – Part 3	Verification of Minimum Qualifications
Appendix D – Part 4	Project References
Appendix D – Part 5	Optional Contractor Provided Data
Appendix D – Part 6	Production Schedule

APPENDIX D - PART 1 - ORGANIZATIONAL OVERVIEW

At this part of its *Technical and Management Proposal*, Bidder must provide an *Organizational Overview* that contains the information solicited of Bidders as set forth below and in the form contained in RFP, Appendix D, Part 1 and which addresses all of the following requirements:

The Organizational Overview should consist of a succinct statement outlining corporate/business history including a general mission statement, the overall number of employees per position, and other general information about the Bidder. (This includes the Bidder acting as a Prime Contractor as well as any and all subcontractors.)

Specifically, the Bidder must:

- Provide evidence that it has maintained an organization capable of providing the experienced technical personnel sought by this RFP.
 - The firm has at least 3 years experience during the past 5 years with Point Address File development
 - Key staff have at least 3 years experience during the past 5 years with Point Address File development
- Provide evidence that the Bidder has been in continuous operation for at least the past three (3) years.
- Provide a statement of previous experience that qualifies the Bidder to provide the required Services. To qualify the Bidder must have previous experience successfully building a GIS Address database of over 1 million points from source materials, or the collection of over 5 million address point locations.
- Complete a staffing plan that includes the following:
 - identifies quantity of resources (FTE) assigned to the project by role
 - if sub-consultants are to be used, the staffing plan describes the specific need for the expertise and describes the business relationship
 - describes use of offshore resources
- Identify Key Project Staff including an explanation of project roles and resumes that demonstrate their ability to support the project.

Note: As noted in section 3.1A, The Contractor must assume responsibility as Prime Contractor for the performance of the work specified in this RFP. Proposed subcontractors must be identified at time of Proposal submission. All subcontracting is subject to the provisions of Section 5.36, above. Use of any subcontractors not identified in the Proposal is only allowed subject to the prior written approval of OCS.

In addition, the Bidder must specify its agreement to and, as applicable, explain how it will:

- a. Maintain an adequate organizational structure and resources sufficient to discharge its contractual responsibilities including monitoring and completing deliverables, invoicing, and billing issues.
- b. Provide for normal day-to-day communications and maintain a Contractor Project Manager, as described in Section A 4.1 of Exhibit A, to maintain proper communication and coordinate the performance of all contractual responsibilities. This individual must be identified and his or her contact information provided upon Contract award.
- c. Attend or participate in meetings as needed relating to Contract performance.
- d. Cooperate fully with OCS's staff, its advisors and any other contractors and/or subcontractors who may be engaged by OCS relative to the Services.
- e. Recognize and agree that any and all work performed outside the scope of the Services as set forth in the RFP, shall be deemed by OCS to be gratuitous and not subject to charge by the Contractor.

The Bidder must complete the following form:

RFP #: DHSES/OCS 1201-012012
Street Address Mapping

Bidder and Subcontractors

Firm Name:

- | | | |
|--------------------------------------|-------------------------------------------|--------------------------------------------|
| 1.a. Bidder Name and Address: | Name, Title, Telephone, Email of Contact: | Address of Contact (if different from 1.a) |
| 1.b. Subcontractor Name and Address: | Name, Title, Telephone, Email of Contact: | Address of Contact (if different from 1.b) |
| 1.c. Subcontractor Name and Address: | Name, Title, Telephone, Email of Contact: | Address of Contact (if different from 1.c) |
| 1.d. Subcontractor Name and Address: | Name, Title, Telephone, Email of Contact: | Address of Contact (if different from 1.d) |
| 1.e. Subcontractor Name and Address: | Name, Title, Telephone, Email of Contact: | Address of Contact (if different from 1.e) |
| 1.f. Subcontractor Name and Address: | Name, Title, Telephone, Email of Contact: | Address of Contact (if different from 1.f) |

[USE ADDITIONAL SHEETS IF NECESSARY]

Key Project Staff

<Person Name>, <Firm>, Project Manager (required)

<i>Number of years of relevant experience in the proposed project role:</i>	
<i>Description of relevant experience (experience will be verified as part of Attachment D Part 4 Project References):</i>	
<i>Professional associations and certifications</i>	

<Person Name>, <Firm>, <Project Role>

<i>Number of years of relevant experience in the proposed project role:</i>	
<i>Description of relevant experience (experience will be verified as part of Attachment D Part 4 Project References):</i>	
<i>Professional associations and certifications</i>	

<Person Name>, <Firm>, <Project Role>

<i>Number of years of relevant experience in the proposed project role:</i>	
<i>Description of relevant experience (experience will be verified as part of Attachment D Part 4 Project References):</i>	
<i>Professional associations and certifications</i>	

[USE ADDITIONAL SHEETS IF NECESSARY]

APPENDIX D - PART 2 - PROJECT OVERVIEW

At this part of its Technical and Management Proposal, Bidder must provide a Project Overview that contains the information solicited of Bidders as set forth below. In general, the Bidder should follow the structure of Exhibit A when providing the Project Overview.

The Bidder must describe how it will deliver the Services described in Exhibit A “Project Scope of Work” of this RFP. The Project Overview shall be in the form of a narrative description of the concise process that the Bidder proposes be used when providing Services to OCS.

The Bidder must describe its procedures to assurance quality, of the deliverable in terms of completeness, spatial accuracy, and attribute accuracy.

APPENDIX D – PART 3 - VERIFICATION OF MINIMUM QUALIFICATIONS

Bidder Instructions: Please complete, sign, and notarize this form. Submit the completed form with the Technical Proposal. Bidders must supply a “Yes” or “No” response for each requirement. Please Note: A “No” response is grounds for disqualification from this procurement.

In the space provided under each Requirement, Bidders should list engagements demonstrating the experience specified by the Requirement. All experience listed below should also appear in the “Description of Company Experience” section of the Bidder’s proposal.

The undersigned, being duly sworn, attests to whether or not the Firm possesses the following experience:

Minimum Qualifying Requirement 1 The firm has at least 3 years experience during the past 5 years with Point Address File development	YES	NO
[List relevant experience with start and end dates (month/year) here.]*		
Minimum Qualifying Requirement 2: Key staff have at least 3 years experience during the past 5 years with Point Address File development	YES	NO
[List relevant experience with start and end dates (month/year) here.]*		
Minimum Qualifying Requirement 3: the Bidder has been in continuous operation for at least the past three (3) years	YES	NO
[Describe engagement(s) with start and end dates (month/year) here.]*		
Minimum Qualifying Requirement 4: The Bidder must have previous experience successfully building a GIS Address database of over 1 million points from source materials, or the collection of over 5 million address point locations	YES	NO
[List relevant experience with start and end dates (month/year) here.]*		
[If the bidder uses subcontractors, list experience working within a multiple firm environment here]		

*Please attach additional sheets if needed.

Name of Bidder (firm name): _____

Name of Representative: _____

Title of Representative: _____

Signature: _____

Date: _____

APPENDIX D - PART 4 –PROJECT REFERENCES

At this part of its Technical and Management Proposal, Bidder must provide information which demonstrates that Bidder can successfully undertake and support the timely provision of the Contract Services as set forth in this RFP, in the form contained in RFP, Appendix D, Part 4. The Bidder must provide a minimum of three (3) (maximum of five [5]) prior and/or current project experience(s) (Project Reference) in the specified format provided in the following Project References Table. Project References should reflect the Bidder’s ability to provide services of similar scope, size, and complexity to that as set forth herein this RFP. The Bidder shall be solely responsible for providing contact names and phone numbers for each Project Reference that is readily available to be contacted by OCS. OCS will contact the references as described in RFP, Section 3.2.

(Bidders are reminded that OCS intends to perform reference checks of those Project References provided by the Bidder between 8AM and 5PM Monday through Friday. As previously stated, Bidders shall be solely responsible for providing contact names and phone numbers for each Project Reference that is readily available to be contacted by OCS.)

Using the form below, provide at least three (3), but no more than five (5) current or former project references within the last three (3) years. Fill out one form for each reference

Project References	
Item	Proposer Response
Bidder or Subcontractor Company Name:	
Client for whom services were performed:	
Contact Name:	
Phone Number:	
Email:	
Nature of client’s business:	
Description of project and role of Bidder’s firm	
Dates during which services were provided to client:	
Was the proposer the primary contractor or a sub-contractor for this engagement?	
Names of proposed Key Project Staff that were involved in this project:	

APPENDIX D - PART 5 –OPTIONAL CONTRACTOR PROVIDED DATA

Optional Contractor Provided Data			
County	Number of points	Point types	Description
<p>Data Narrative Description (the bidder will supply a narrative description of the data source and the data production methods. Variations in the data across New York State should be explained, as well as any limitations, special cases or exceptions)</p>			

APPENDIX D - PART 6 –PRODUCTION SCHEDULE

Below is a **Tentative Production Schedule**, of the list of counties that will be delivered, in the order of priority as set forth and determined by OCS. A Final Production Schedule will be posted to the RFP website after the Final Written Questions Due from Bidders (found in section 2.1) closes. It is the bidder’s responsibility to retrieve this Final Production Schedule from the RFP website. The Proposed Delivery Dates will be completed by the prospective bidder. The bidder will propose a schedule that can be completed in the initial contract period ending as described above in Section 1.2, and may not include all counties listed. Alterations to the delivery schedule may be made only at the sole discretion of OCS.

Counties listed below have Data Usage Agreements (DUAs) at various status. A Complete DUA allows sharing of all data with the Contractor. A Partial DUA means that only some data may be shared with a Contractor. If the DUA Submitted column is blank, this means that a DUA has not been signed by the County. Details can be found in the SUDs for each county. OCS anticipates that additional counties may submit DUAs after the release and/or award of the contract. SUDs will be available on the RFP website at the time the RFP is released. After the Final Written Questions Due from Bidders closes a Final SUDs may be posted on the DHSES website if any changes occurred during this period. It is the responsibility of the bidder to check the website for updates.

After award of the Contract an updated SUD will be provided to the Contractor when the status of a DUA changes.

Tentative Production Schedule		
County	DUA Submitted	Proposed Delivery Date
Hamilton		
Lewis	Complete	
St. Lawrence		
Essex	Complete	
Delaware	Complete	
Allegany	Partial	
Franklin		
Cattaraugus		
Herkimer		
Columbia	Complete	
Cortland	Complete	
Seneca	Partial	
Washington		
Montgomery	Complete	
Tioga	Complete	
Wyoming		
Orleans		
Livingston		
Fulton		
Clinton		
Chenango		
Oneida		
Yates		

Wayne		
Jefferson		
Madison		
Albany		
Otsego		
Chemung	Complete	
Niagara	Partial	
Oswego	Complete	
Putnam		
Westchester	Complete	
Erie	Partial	
Monroe		
Schuyler	Complete	
Suffolk		
Schenectady		
Cayuga		
Chautauqua		
Saratoga		
Schoharie		
Rensselaer		
Greene	Complete	
Genesee		
Sullivan	Complete	
Steuben	Complete	
Rockland		
Ulster		
Nassau		
Ontario		
Onondaga		
Broome		
Warren	Complete	
NYC		
Tompkins	Complete	
Orange		
Dutchess	Complete	

APPENDIX E - Financial Proposal

FINANCIAL PROPOSAL

INSTRUCTIONS FOR SUBMISSION

****DO NOT INCLUDE ANY NARRATIVE DESCRIPTION OF THE SERVICES, clarifications or caveats
IN THE FINANCIAL PROPOSAL ****

The Bidder's *Financial Proposal* must contain the following information, in the order enumerated below:

OCS requires per address point pricing (address point record as defined in Exhibit A) Bidder must submit an average cost per point that accounts for the different levels of difficulty in processing data from different Counties.

Average Cost per Point =

Name of Bidder (firm name): _____

Name of Representative: _____

Title of Representative: _____

Signature: _____

Date: _____

Extraneous Terms (Instructions for Documentation and Submission)

In compliance with RFP, Section 2.11, *Extraneous Terms*, the Bidder shall identify all extraneous terms in the attached table, and shall adhere to all instructions below for preparing the table.

INSTRUCTIONS:

RFP Volume, Part and Section Reference:

The Bidder must insert the exact RFP part, section, and paragraph number of the requirement(s) that the Bidder is proposing to modify. The Bidder must insert the nature of the proposed change and its impact on the Requirement.

RFP Requirement:

The Bidder must insert a concise description of the requirement(s) that the Bidder is proposing to modify.

Proposed Extraneous Term Type:

The Bidder must insert a one-word description, of the type of modification permitted by Section 2.11 of the RFP, to each of the requirement(s) that the Bidder is proposing to modify, selected from the following list:

- Additional;
- Supplemental;
- “Or Equal”; or
- Alternative

Proposed Extraneous Term(s):

The Bidder must insert the proposed alternate wording of the requirement(s).

Impact on RFP Requirement:

The Bidder must provide comments that describe the impact of the alternate wording. The comments should explain how the modification(s) would benefit the State and provide best value. If there is a corresponding impact on the Administrative, Technical or Financial Proposal(s), that impact should be explained here with reference(s) to the parts of the volume(s) that are affected. However, **DO NOT INCLUDE ANY COST DATA IN THE ADMINISTRATIVE OR TECHNICAL AND MANAGEMENT PROPOSALS.**

The Bidder must use the table format described above and detailed on the following page to summarize its Proposals for extraneous terms. Each Extraneous Term should be consecutively enumerated in the table. The Bidder may refer to more voluminous narratives, tables, figures and appendices that more fully describe aspects of the extraneous terms, provided that the additional material is fully cross-referenced by this required table.

EXTRANEOUS TERM(S)			
No.	RFP Volume, Part and Section Reference	RFP Requirement	Proposed Extraneous Term Type
1.		.	<input type="checkbox"/> Additional; <input type="checkbox"/> Supplemental; <input type="checkbox"/> "Or Equal"; or <input type="checkbox"/> Alternative
<u>Proposed Extraneous Term(s):</u>			
<u>Impact on RFP Requirement:</u>			

APPENDIX G - Question Template

RFP Questions Template

Question Number	RFP Page #	Section and Sub-Section Reference	Question

APPENDIX H - Consultant Disclosure Forms

As stated in Section 5.33 of the RFP, Contractor agrees that it will comply with the reporting requirements of section 163(4)(g) of the State Finance Law throughout the term of the Contract. Within ten (10) days of the notice of award, the Contractor shall file with OCS for inclusion in the procurement record a report using Form A attached hereto, or such successor forms as are identified by OCS. In addition, the Contractor shall file with OCS, the Department of Civil Service, and the Office of the State Comptroller reports using Form B attached hereto, or such successor forms as are identified by OCS. Contractor shall include in any subcontract authorized under this Contract a provision requiring the subcontractor to comply with the reporting requirements of section 163(4)(g) of the State Finance Law in the same manner as the Contractor. Contractor acknowledges that the reports filed pursuant to Section 5.33 of the RFP shall be available for public inspection and copying under the provisions of FOIL.

APPENDIX I - Compliance With NYS Workers' Compensation Law

Sections 57 and 220 of the New York State Workers' Compensation Law (WCL) provide that the OCS shall not enter into any contract unless proof of workers' compensation and disability benefits insurance coverage is produced. Prior to entering into a contract with the OCS, successful Bidders will be required to verify, on forms authorized by the New York State Workers' Compensation Board, that they are properly insured or are otherwise in compliance with the insurance provisions of the WCL. The forms used to demonstrate compliance with the WCL are indicated below.

Please Note: The successful Contractor must submit this insurance verification information within three (3) business days of notification of selection by the OCS. Any questions relating to either workers' compensation or disability benefits coverage should be directed to the State of New York Workers' Compensation Board, Bureau of Compliance at (518) 486-6307. Failure to comply with the requirements of this appendix will be grounds for disqualification of an otherwise successful bid.

Workers' Compensation Requirements under WCL § 57:

To comply with coverage provisions of the WCL, Contractor must:

- A) Be legally exempt from obtaining workers' compensation insurance coverage; OR
- B) Obtain such coverage from insurance carriers; OR
- C) Be a Board-approved self-insured employee or participate in an authorized group self-insurance plan.

To verify compliance with the above, the OCS must receive one of the following properly executed Workers' Compensation Board forms from the Contractor, the Contractor's insurance carrier or the Workers' Compensation Board, depending on which form is appropriate:

- 1) CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage. This form is completed electronically on the Board's website and printed out, http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp; OR
- 2) C-105.2 – Certificate of Workers' Compensation Insurance. The Contractor's insurance carrier sends this form to the OCS. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the U-26.3; OR
- 3) SI-12 – Certificate of Workers' Compensation Self-Insurance. The Contractor contacts the Board's Self-Insurance Office at 518-402-0247 to obtain this form; OR
- 4) GSI-105.2 – Certificate of Participation in Worker's Compensation Group Self-Insurance. Contractor's Group Self-Insurance Administrator sends this form to the OCS.

Disability Benefits Requirements under WCL § 220(8):

To comply with the coverage provisions of the WCL regarding disability benefits, Contractor may:

- A) Be legally exempt from obtaining disability benefits insurance coverage; OR
- B) Obtain such coverage from insurance carriers; OR
- C) Be a Board-approved self-insured employer.

To verify compliance with the above, the OCS must receive one of the following properly executed Workers' Compensation Board forms from the Contractor, the Contractor's insurance carrier or the Workers' Compensation Board, depending on which form is appropriate:

- 1) CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage. This form is completed electronically on the Board's website and printed out, http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp; OR
- 2) DB-120.1 – Certificate of Disability Benefits Insurance. The business's insurance carrier sends this form to the OCS; OR
DB-155 – Certificate of Disability Benefits Self-Insurance. The Contractor contacts the Board's Self-Insurance Office at 518-402-0247 to obtain this form.

APPENDIX J - Listing Of Other RFP Materials

The following materials are provided separate from this document, but are considered part of the RFP package. Potential bidders are responsible for making sure they have obtained the latest versions of each file.

- SUD document for each county listed in Appendix D, Part 6

FINAL VERSION OF APPENDIX D, PART 6 APPENDIX K - Definitions

Acceptance	Refer to Exhibit A
Acceptance Reviews	shall mean the State's evaluation and assessment as to whether the Deliverables are Accepted to the satisfaction of the State.
Accepted	shall mean that the State has provided its Acceptance of the Deliverables.
Best Value	The basis for awarding a contract for services to a responsible and responsive Bidder, who can best optimize quality, cost and efficiency.
Bidder	Any responsible and eligible entity submitting a responsive Proposal to this RFP. It shall be understood that references in the RFP to "Bidder" shall include said entity's proposed subcontractor, if any.
Business Day	shall mean each Monday, Tuesday, Wednesday, Thursday, or Friday, unless such day falls on the date of any of the NYS holidays
Contract	The agreement entered into between the Parties resultant from this RFP.
Data Usage Agreement (DUA)	The Data Usage Agreement is an agreement, signed by a county, authorizing OCS to use data for the SAM project and share it with a Contractor for the SAM Project.
Contract Effective Date	The date that the Contract is approved by the New York State Comptroller.
Contract Services, Products or Deliverables	shall mean deliverables under this agreement, which may include commodities, services and/or technology.
Contractor	The successful Bidder selected as a result of the evaluation of Bidders' Proposals submitted in response to this RFP and who execute a contract with OCS for Services.
Director	The head of the New York State Office of Cyber Security
EST	Eastern Standard Time with the understanding that, during that time of the year when Daylight Savings Time (DST) is in effect, EST shall be replaced by EDT.
Key Project Staff	In the Bidder's Proposal, those staff members identified and documented to be instrumental to the project's success.
NYC	New York City, consisting of Bronx County, Kings County, New York County, Queens County, and Richmond County.
NYS Business Hours	8:00 am - 5:00 pm EST

NYS Holidays	<p>Means:</p> <ul style="list-style-type: none"> • New Year’s Day; • Labor Day; • Martin Luther King Day; • Columbus Day; • Lincoln’s Birthday; • Election Day; • President’s Day; • Veteran’s Day; • Memorial Day; • Thanksgiving Day; • Independence Day; and • Christmas Day
OCS	The New York State Office of Cyber Security
Point Types	<ul style="list-style-type: none"> • “Entry Point” A point placed on or near the entry to the Principle Address Structure (within 16 feet of the visible rooftop). • “Rooftop Point” A point placed within the visible rooftop of the Principal Address Structure. • “Parcel Centroid Point” A point placed on a parcel which contains no visible structures. The point must be placed on the centroid of the parcel within its boundaries. • “Driveway Entrance Point” A point placed on a parcel with a single Principal Address Number and which contains multiple structures, but the Principal Address Structure cannot be verified. The point must be placed on the intersection of the driveway or entrance road and the shoulder of the road matching the street name of the address

Principal Address Points	<p>Principal Address Points as defined in the Deliverable Schema and supporting documents, shall be associated with principal address structures, and on the centroid of addressed vacant parcels.</p> <ul style="list-style-type: none"> • "Structure" shall mean anything constructed, erected or built, designed for the support, enclosure, shelter or protection of persons, animals, or property of any kind. It shall include but not be limited to a residential building, mobile home, commercial building, industrial building, office building, public building, farm building, utility, or communications tower. • "Principal Address Structure" shall mean a non-accessory building or structure in which a principal use of the lot, on which it is located, is conducted, and which has a "Principal Address Number" assigned. If a parcel has only one addressed structure, this shall be considered the Principal Structure. • "Accessory Structure" shall mean a building located on the same lot with a principal building and of a nature customarily incidental and subordinate to the principal building. • "Vacant Parcel" shall mean any area of land as defined by the tax maps of the local taxing authority, where no "Principal Address Structure" exists. • "Principal Address Number" is defined as the address number of a structure or parcel preceding the Street Name in its full address designation, e.g. "123" Example Street. Separate principal address numbers may be provided for units comprising a complete, contiguous structure, (e.g. townhomes or duplexes that span multiple parcels/lots, commercial centers or retail complexes, or similar types) • "Sub-Address" is defined as a number or text within the main address of a structure for a unit, suite, apartment, or room number following the Street Name in its full address designation, e.g. 123 Example Street, "Apartment 202", "Unit 100" or "Suite 105." Structures that are divided into multiple, distinct units may share a common primary address but distinguish themselves by a unit, apartment or suite or other sub-address. • "Street Name" - The name assigned to a particular road or right of way, whether public or private, by the Town, County, or the State of New York, and listed in the primary data source for each County as defined in the County SUD
Proposal	means the Bidder's Administrative, Technical and Financial Proposals, submitted in response to this RFP.
Request for Proposals (RFP) or Procurement	This request for proposals entitled Street Address Mapping
Source Usage Document (SUD)	The SUD is standardized documentation of data available from each County (see sample attached). The SUD governs how each data source is to be used and which sources take precedence.
State	The State of New York (including the Division of Homeland Security and Emergency Services/Office of Cyber Security).
Services	Those services to be provided by Contractor pursuant to the Contract.
Term	shall mean the periods during which this Contract shall be effective, as specified in Section 5 of this Contract.
§	Section

APPENDIX L - Proposal Checklist

Date

Firm Name

Reviewer's Name

Administrative Proposal

Bidder should submit the required administrative documentation specified in the RFP (two originals, four hard copies, and one CD or DVD).

1. Did the Firm submit executed copies of:
 - a. Formal Offer Letter and Cover Sheet Yes ____ No ____
 - b. Bidder Qualification Certification Yes ____ No ____
 - c. Bidder Responsibility Certification and Questionnaire Yes ____ No ____
 - d. Conflict of Interest Statement Yes ____ No ____
 - e. M/WBE and Equal Employment Requirements Yes ____ No ____
2. Did the Firm submit a Freedom of Information Law Redaction Requests Letter (if applicable)? Yes ____ No ____

Technical Proposal (six original hard copies, and one CD or DVD).

3. Does the proposal contain all requested components of the Technical Proposal?
 - a. Table of Contents Yes ____ No ____
 - b. Organizational Overview - described in Appendix D Part 1 Yes ____ No ____
 - c. Project Overview – described in Appendix D Part 2 Yes ____ No ____
 - d. Verification of Minimum Qualifications - described in Appendix D Part 3 Yes ____ No ____
 - e. Bidder's Experience and Project References – described in Appendix D Part 4 Yes ____ No ____
 - f. Optional Contractor Provided Data – described in Appendix D Part 5 Yes ____ No ____

Cost Proposal (four original hard copies, and one CD or DVD)

4. Did the Firm fully complete and sign the Cost Proposal (Appendix E)? Yes ____ No ____
5. _____

APPENDIX M - Notice of Interest

Return form(s) to: Solicitation Contact at SAMRFP@dhses.ny.gov

Name of Interested

Firm: _____

Contact Person: _____

Title: _____

Phone: _____

Email: _____

INTENT TO BID:

_____ OUR FIRM **INTENDS** TO SUBMIT A PROPOSAL for _____ as set forth in the RFP dated _____.

_____ OUR FIRM **DOES NOT INTEND** TO SUBMIT A PROPOSAL for _____ as set forth in the RFP dated _____, for the following reasons:

American Recovery and Reinvestment Act of 2009, Contractor Obligations

1. Since this Agreement is funded with American Recovery and Reinvestment Act (ARRA) stimulus funds, the Contractor will post any jobs that it creates or seeks to fill as a result of the stimulus funding. Contractors will post through the New York State Department of Labor <http://labor.state.ny.us>, notwithstanding any other posting they might make. Any advertisements posted by the Contractor for positions pursuant to this Agreement must indicate that the position is funded with stimulus funds. OCS may waive the requirements of this section at its discretion.
2. Contractor will maintain detailed records of their expenditure of stimulus funds in connection with this Agreement and submit reports as requested by OCS. OCS, as the recipient of funds under the ARRA is subject to quarterly reporting requirements and oversight by federal agency inspectors.
3. Pursuant to section 1512 of the ARRA, the Contractor shall report on use of ARRA funds on a regular basis. This information will be made available to the public. The Contractor shall provide regular reports on the following data elements as described in section 1512(c) using the reporting instructions provided by OCS:
 - a. Number of jobs created and retained for the project in full-time equivalents (FTEs)
 - b. Narrative description of the employment impact
 - c. Project completion percentage achieved during the reporting period

The Contractor shall provide these data elements according to the format, schedule and deadlines established by OCS, but on no less than a quarterly basis. The Contractor shall maintain responsibility for collecting these data elements from all first-tier subcontractors and compiling the data for reports to the assistance recipient.

Contractor must maintain current registrations in the Center Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with ARRA funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

4. Any reports required from the Contractor shall be requested in writing by the Project Manager or his agent. The request will specify the requirement details and data elements and shall be submitted to the Project Manager at monthly intervals.

Contractor's failure to provide complete, accurate, and timely reports shall constitute a material breach of the Agreement. Upon the occurrence of such a breach, OCS may terminate the Agreement upon thirty (30) days prior written notice if the breach remains uncured five (5) calendar days following the last day of the calendar quarter, in addition to any other remedy available to OCS in law or equity.

5. Records used to prepare the above-referenced reports, and any payroll, expenditure or related record associated with this Agreement, including records maintained by subcontractors or sub consultants, are subject to review and audit by the federal government as well as the State of New York.

Pursuant to Title IX, Section 902 of the ARRA, the Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any of its subcontractors, or any local agency administering such contract, that directly pertain to and involve transactions relating to the contract or subcontract, and 2)

interview any officer or employee of the contractor or any of its subcontractors, or any local government agency administering the contract, regarding such transactions.

Section 1515(a) of the ARRA provides authority for any representative of the Inspector General to examine any records or interview any employee or officers working on this contract. The Contractor is advised that representatives of the inspector general have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section of the law shall be interpreted to limit or restrict in any way any existing authority of the Inspector General.

6. Section 1553 of Title XV of Division A of the ARRA prohibits all non-federal recipients of ARRA funds and all contractors and grantees of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) a gross mismanagement of a contract or grant relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. The State and any employer receiving ARRA funds must post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.
7. Contractor shall comply with Title VI and Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 701 et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1688), the Age Discrimination Act of 1975 (42 U.S.C.6101-6107), and other civil rights laws applicable to recipients of Federal financial assistance.
8. The Contractor agrees, pursuant to Section 1352, Title 31, United States Code, and 45 CFR Part 93 not to expend federally appropriated funds received under this Contract to pay any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

The Contractor agrees to complete and submit the “Certification Regarding Lobbying”, to be provided by OCS, if this Contract exceeds \$100,000.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Contract or the underlying Federal grant and the Contract exceeds \$100,000, the Contractor agrees to complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities”, to be provided by OCS.

The Contractor shall include the provisions of this Section in all subcontracts under this Contract and require that all subcontractors whose contract exceeds \$100,000 certify and disclose accordingly to the Contractor.

9. The Contractor shall not enter into any contract or subcontract with any party that has been debarred or suspended from either:
 - (a) contracting with the Federal Government or the State of New York; or
 - (b) participating in any Federal or State of New York assistance programs.

10. The Contractor shall comply with all other applicable laws, regulations and program guidance, including:
 - Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.; 32 CFR part 26, Subpart B
 - Copeland “Anti-Kickback Act”, 18 U.S.C. Section 874; 29 CFR Part 3
 - Contract Work Hours and Safety Standards Act, 40 U.S.C. §§327-330; 29 CFR Part 5
 - Americans with Disabilities Act of 1990, as amended; 42 U.S.C. Chapter 126; 28 C.F.R. §35.101 et seq.

11. The Contractor is responsible for holding all subcontractors to the above reporting and recordkeeping requirements.