

STATE OF NEW YORK

JUDICIARY

—REQUEST FOR BID/PROPOSAL—

(This is not an order)

**BID MUST BE MADE ON THIS SHEET  
OR AS OTHERWISE SPECIFIED**

Marie-Claude Ceppi NYS Office of Court Administration 25 Beaver Street, R-840 New York, NY 10004 (Agency Name and Address)
Direct Inquiries to: Marie-Claude Ceppi Email: Mceppi@courts.state.ny.us

Price to include delivery to (describe exact location and method of delivery)

Per attached RFB/RFP Specifications

<b>Bid Number:</b> OCA/DOT-194	<b>Commodity Group:</b>
<b>Issue Date:</b> 01/16/2013	<b>Commodity Name:</b> CONSULTING SERVICES
<b>Opening Date:</b> 02/06/2013 <b>Time:</b> 3:00 PM	

OFFICE OF GENERAL SERVICES "GENERAL SPECIFICATIONS" ARE FULLY INCORPORATED HEREIN.

Agency's Specification of item(s) Required (include quantities)  <b>UCS ATTACHMENTS I, III, IV AND V ATTACHED &amp; INCORPORATED HEREIN.</b>	Bidder's Quotation and Specific Description of Item Offered  Respondents are to submit all required documentation and pricing in the format prescribed by the attached RFB/RFP Specifications.
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**NOTICE TO BIDDERS**

Pursuant to the Rules and Regulations of the Chief Administrator for the Courts, sealed responses for furnishing the item(s) in this Solicitation will be received at the above address. When submitting a response, you must:

1. Complete this form in its entirety using ink or typewriter and return with all other documents.
2. Explain any deviations or qualifications if your response deviates from the specifications. If necessary, attach a separate sheet setting forth such explanations.

3. Sign the Solicitation Forms. The Bid/Proposal response must be completed in the name of the respondent (corporate or other) and must be fully and properly executed by an authorized person.
4. INDICATE THE SOLICITATION NUMBER, THE OPENING DATE AND TIME ON THE ENVELOPE CONTAINING THE SEALED RESPONSE.
5. Mail the bid/proposal response to the above agency address in sufficient time for it to be received before the specified bid opening. **LATE RESPONSES WILL BE REJECTED.**

BIDDER HEREBY CERTIFIES THAT THE ABOVE QUOTED (OR OTHERWISE NOTED) PRICES ARE APPLICABLE TO ALL CUSTOMERS FOR COMPARABLE QUANTITIES, QUALITY, STYLES OR SERVICES.

**RESPONSES MUST BE SIGNED**

Bidder's Firm Name		Employer's Federal Identification Number	
Address Street	City	State	Zip
Bidder's Signature		Official Title	
Printed or Typed Copy of Signature		Area Code/ Telephone Number Email Address	

### DOCUMENTS ENCLOSURE CHECKLIST

\_\_\_ Bid Response Form must be fully executed and included in bidder's proposal. Failure to do so will immediately disqualify bidder's response.

The following documents must be fully executed and included in bidder's proposal. Failure to do so may disqualify bidder's response:

- \_\_\_ UCS Request for Bid Form with original signature
- \_\_\_ Attachment I -  Non-Collusive Bidding Certificate, p.3  
 Corporate Acknowledgment, p.4
- \_\_\_ Attachment II - Not Applicable
- \_\_\_ Attachment III - Vendor Responsibility Questionnaire
  - questionnaire filed online via OSC VendRep System and updated/certified within six (6) months of this RFB bid opening date, or
  - paper questionnaire attached
- \_\_\_ Attachment IV - Procurement Lobbying forms
  - Disclosure of Prior Non-Responsibility Determination (UCS 420)
  - Affirmation of Understanding and Agreement (UCS 421)
  - Termination Clause (UCS 423)
- \_\_\_ Attachment V - Consultant Services Agreement/Employment Reporting (UCS 475)
- \_\_\_ Certificates of NYS Workers' Compensation and NYS Disability Benefits Insurance, or Certificate of Attestation of Exemption. Please see paragraph "Insurance Requirements" for a list of accepted forms. See the Workers' Compensation Board website for further information in obtaining these forms from your insurance carrier: [www.wcb.state.ny.us](http://www.wcb.state.ny.us). Please note that the ACORD certificate is not accepted as proof of workers' compensation and disability insurance coverage.
- \_\_\_ Copies of bidder's certificate(s) of insurance or other adequate proof evidencing the insurance coverages required by the bid specifications
- \_\_\_ List of at least three (3) references (names, contacts, addresses, phone numbers, emails)
- \_\_\_ Description of bidder's company background
- \_\_\_ One-page description of reasons bidder's company is best qualified for this project
- \_\_\_ Resumes of Project Lead and other consultants, if any, and copies of diplomas/certifications/licenses
- \_\_\_ Original bid response + three (3) complete copies
- \_\_\_ Signed Documents Enclosure Checklist (See next page.)

OCA/DOT-194  
Consulting Services

Bid Opening Date: February 6, 2013  
3:00 pm

**DOCUMENTS ENCLOSURE CHECKLIST (cont.)**

Company Name: \_\_\_\_\_  
Authorized Officer's Name and Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**To be complete, a bidder's bid response must include ALL the above documents.  
All documents requiring an original signature must bear the BLUE INK signature of the  
same authorized individual. Signatory notarization must be that of the person whose  
signature is affixed to all required documents.**

**\*\*\* GENERAL SPECIFICATIONS \*\*\***

**I. The RFB/RFP Process**

**Note to Bidders**

**1. Attachment I - Standard Request for Bid Clauses & Forms and Attachment IV - Procurement Lobbying Law required forms**

In addition to such other specifications and criteria as are presented herein, the NYS Unified Court System Attachment I - Standard Request for Bid Clauses & Forms, and Attachment IV - Disclosure of Prior Non-Responsibility Determination (UCS 420) as well as Affirmation of Understanding and Agreement (UCS 421) and Termination Clause (UCS 423) pursuant to the Procurement Lobbying Act, which must be downloaded or printed from the UCS Contract & Procurement website under “Addenda” for the appropriate solicitation, are incorporated and made a part of this solicitation.

**2. Attachment III - Vendor Responsibility Questionnaire**

The NYS Unified Court System (UCS) is required to conduct a review of a prospective contractor to provide reasonable assurances that the vendor is responsible. The Vendor Responsibility Questionnaire, a required component of all UCS solicitations, is designed to provide information to assist UCS in assessing a vendor’s responsibility prior to entering into a contract with the vendor. Vendor responsibility is determined by a review of each prospective contractor’s legal authority to do business in New York State, business integrity, financial and organizational resources, and performance history (including references).

The UCS recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at [http://www.osc.state.ny.us/vendrep/vendor\\_index.htm](http://www.osc.state.ny.us/vendrep/vendor_index.htm) or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller’s Help Desk at 866-370-4672 or 518-408-4672 or by email at [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@osc.state.ny.us). However, vendors may chose to complete and submit a paper questionnaire. Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact the UCS or the Office of the State Comptroller’s Help Desk for a copy of the paper form.

Bidders who file the Vendor Responsibility Questionnaire online via the OSC VendRep System are requested to checkmark the appropriate box on the Document Enclosure Checklist. Please note that online submissions must be certified and dated/updated not more than six (6) months prior to the bid opening date of this RFB/RFP. Bidders' authorized signature of the RRB/RFP form will serve as confirmation that bidders have knowingly filed their questionnaire online if the paper questionnaire is not included with the bidder's submission.

### **Online RFB/RFP Package : Disclaimer**

Bidders accessing any Unified Court System/Office of Court Administration (hereafter "UCS/OCA") solicitations and related documents from the New York State UCS website [www.nycourts.gov/admin/bids](http://www.nycourts.gov/admin/bids) under "Current Solicitations" shall remain solely and wholly responsible for reviewing the respective solicitation & bid documents on the internet regularly, up to the scheduled date and time of the bid/proposal due date, to ensure their knowledge of any amendments, addenda, modifications or other information affecting the solicitation or bid documents in question.

### **Bid Response/Proposal: Original and Copies**

Bidders shall submit all the following required **original RFB/RFP documents**: Bid/Proposal; Executed RFB/RFP Form; Attachment I - pages 3 and 4 of 10; Attachment III - Vendor Responsibility Questionnaire (see paragraph 2 of the General Specifications); Attachment IV - Disclosure of Prior Non-Responsibility Determinations UCS 420, Affirmation of Understanding and Agreement UCS 421 as well as Termination Clause UCS 423; Attachment V - Consultant Services Agreement/Employment Reporting (UCS 475); and any other required documentation, brochures, etc. listed on the Document Enclosure Checklist. Failure to provide all original documents or the failure to provide the requested number of copies may result in disqualification of a bidder's response.

### **Binding Nature of Bid/Proposal on Bidders**

All bids/proposals shall remain binding on bidders until such time as the Office of Court Administration (hereafter OCA) provides written notification of its intent to award the contract to a specific bidder or until the bidder withdraws its bid/proposal in writing, whichever occurs first.

### **Packaging, Identifying and Delivering of Bids/Proposals**

Bidders may **not** submit their bid/proposal responses online.  
Bids/Proposals must be **clearly addressed and submitted to**:

OCA/DOT-194  
Consulting Services

Bid Opening Date: February 6, 2013  
3:00 pm

Marie-Claude Ceppi  
Management Analyst  
NYS Office of Court Administration  
25 Beaver Street, R-840  
New York, NY 10004

All envelopes/cartons must also be labeled with the following information on two sides:

“Deliver immediately to Marie-Claude Ceppi R-840”

“Sealed bid - Do not open”

”OCA/DOT-194 due February 6, 2013 at 3:00 p.m.”.

Failure to seal and mark the bid/proposal as prescribed may result in non-delivery and/or rejection of the bid/proposal. Please note that bids/proposals must be received by the above-named OCA-designated person by **February 6, 2013 at 3:00 pm** at the latest or bids will be declared a “late bid” and they will be disqualified. It is recommended that bidders allow several extra days for shipping in order to meet the deadline.

### **No-Bids**

Bidders are requested to send a no-bid letter to OCA, Attn: Marie-Claude Ceppi, at the above address, should they decide not to answer this solicitation. The envelope shall be clearly marked in the lower left corner as follows: OCA/DOT-194.

### **Estimated Quantities**

Any requirements specified in this solicitation constitutes estimates only, and accordingly no commitment or guarantee to reach any specified volume of business is made or implied.

### **Compliance with Laws**

Awarded contractor(s) must be compliant with all applicable federal, state and local laws, rules and regulations prior to and during the provision of all services under the contract resulting from this RFB/RFP. Awarded contractor(s) must provide proof of workers compensation and disability benefits insurance coverage under NYS law with its proposal or, if it is exempt from such coverage, proof of exemption (See “Insurance Requirements.”).

### **Independent Contractor Status**

It is expressly understood and agreed that the awarded contractor’s status shall be that of an independent provider of services and that no officer, employee, servant or subcontractor of the

contractor is an employee of the UCS, OCA or State of New York. The awarded contractor shall be solely responsible for the work, assignment, compensation, benefits and personal conduct and standards of all such persons assigned to the provision of services. Nothing herein shall be construed to impose any liability or duty on the UCS, OCA or State of New York to persons, firms, consultants or corporations employed or engaged by the awarded contractor either directly or indirectly in any capacity whatsoever, nor shall the UCS, OCA or State of New York be liable for any acts, omissions, liabilities, obligations or taxes of any nature including, but not limited to, unemployment and Workers' Compensation insurance of the awarded contractor or any of its employees or subcontractors.

### **Rejected and Unacceptable Bids/Proposals**

The OCA reserves the right to reject any and all proposals or bids submitted in response to this solicitation. In addition, OCA may reject any bids/proposals from any bidders who are in arrears to the State of New York upon any debt or contract; or who have previously defaulted on any contractual obligations, (as surety or otherwise), or on any obligation to the State of New York; or who have been declared not responsible or disqualified by any agency of the State of New York, who have any proceeding pending against them relating to the responsibility or qualification of the bidders to receive public contracts or who are found to be non-responsible based on any of the criteria specified in the section headed 'Responsible Bidder'.

### **References**

Each bidder must provide at least three (3) references including the company/agency name, complete address, contact name, title, telephone number and email address, for whom the bidder has provided InfoPath services at any time during the past three (3) years.

### **Responsible Bidder**

A bidder shall be defined as "responsible" in accordance with, but not limited to, references, past performance history, financial stability, compliance with, and the resources to meet the requirements of this RFB's general and detailed specifications, the criteria set forth in paragraph 2 of the General Specifications (Attachment III-Vendor Responsibility Questionnaire) and the criteria set forth in the paragraph headed "Rejected and Unacceptable Bids/Proposals" as well as any other criteria necessary and reasonable to establish the bidder's responsibility.

## **Insurance Requirements**

Awarded contractor shall be required to maintain during the term of the contract, including any renewal terms, at their own cost and expenses:

1. **Workers' compensation and disability benefit insurance coverage** as required under NYS law. Each bidder must provide with its proposal proof of such workers' compensation and disability benefits insurance coverage or, if it is legally exempt from such coverage, proof of exemption. Bidder must obtain the appropriate Workers Compensation Board forms from its insurance carrier or licensed agent, or must follow the procedures set forth by the Workers' Compensation Board for obtaining an exemption from coverage. See Workers' Compensation Board website at [www.wcb.state.ny.us/content/main/Employers/IM.pdf](http://www.wcb.state.ny.us/content/main/Employers/IM.pdf) for a manual listing required forms and procedures.

### **Only the following forms will be accepted:**

#### Proof of Workers' Compensation Coverage

- **Form C-105.2** - Certificate of Workers' Compensation Insurance issued by private insurance carriers; or
- **Form U-26.3** issued by the State Insurance Fund; or
- **Form SI-12** - Certificate of Workers' Compensation Self-Insurance; or
- **Form GSI-105.2** - Certificate of Participation Workers' Compensation Group Self-Insurance; or
- **Form CE-200** - Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

#### Proof of Disability Benefits Coverage

- **Form DB-120.1** - Certificate of Disability Benefits Insurance, or
- **Form DB-155** - Certificate of Disability Benefits Self-Insurance; or
- **Form CE-200** - Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

Please note: An ACORD Certificate of Insurance is not acceptable proof of NYS workers' compensation or disability benefits insurance coverage.

2. **Commercial General Liability Insurance** (bodily injury and property damage on an occurrence basis), contractual and products/completed operations liability coverage, and auto liability with minimum limits as follows:

Bodily Injury and Property Damage	\$1 million, per occurrence, \$2million, aggregate
Personal Injury and Advertising:	\$1 million aggregate
Products/ Completed Operations	\$2 million aggregate
Auto Liability, Combined single limits	\$1 million

All insurance coverages shall be obtained from commercial insurance carriers admitted to do business in the State of New York and shall name UCS as an additional insured or loss payee as appropriate, and shall provide for at least thirty (30) days advance written notice to UCS of cancellation or non-renewal.

**Confidentiality**

Bidder acknowledges that any and all information, records, files, documents or reports contained in any media format provided to the bidder by the court, or which may be otherwise encountered by bidder shall be considered extremely confidential and shall be handled accordingly at all times. Neither the bidder nor any of its employees, servants, contractors, agents or volunteers shall at any time be permitted to utilize such confidential information for any purpose outside the scope of any resulting agreement without the express prior written authorization of the OCA. Any breach of this confidentiality by the awarded contractor or by any of its employees, servants, subcontractors, agents, or volunteers may result in the immediate termination of any resulting agreement by the OCA and may subject the bidder to further penalties.

Awarded contractor shall use, and require its employees and authorized agents to use, at least the degree of care a reasonably prudent person would use to protect and prevent improper access to the records. User Agency shall store and maintain the records in a manner physically and electronically secure from access by unauthorized persons. User Agency may not copy, backup or otherwise archive the records for any purpose other than the permitted use herein, or maintain any such records in a mobile or portable device.

**Indemnity**

Awarded contractor shall indemnify, defend and hold harmless UCS, its officers and employees from and against any and all claims, causes of action, damages, costs, liabilities and expenses of any kind (including reasonable attorney’s fees and the cost of legal defense) which UCS may incur by reason of: (i) awarded contractor’s breach of any term, provision, covenant,

representation or warranty contained in the contract awarded as a result of this bid; (ii) any act, omission, negligence or intentional misconduct of awarded contractor or its employees, subcontractors, agents, volunteers or of other persons under its direction and control; (iii) awarded contractor's performance or failure to perform under the contract; and (iv) enforcement by UCS of the awarded contract or any provisions thereof.

### **Subcontracting**

Subcontracting shall not be allowed without prior written approval of UCS.

If Bidder intends to subcontract any of the services or portion thereof required by this RFB/RFP, all subcontractors must be identified in bidder's proposal with a description of the services to be performed by the particular subcontractor.

Any changes in subcontractors by awarded contractor, will be subject to the prior written approval of UCS in its sole discretion. The names must be submitted in ample time to permit acceptance or rejection of each proposed subcontractor by UCS without causing delay in the services required by the contract.

The awarded contractor will be the prime contractor and will be responsible for all services required by this RFB/RFP. The UCS will communicate only with awarded contractor and the awarded contractor shall remain wholly liable for the performance by and payment to any subcontractors, their employees, agents, consultants or representatives.

### **Questions**

Any and all questions bidder may have in connection with this solicitation are to be directed **by email only** to the attention of Marie-Claude Ceppi at [mceppi@courts.state.ny.us](mailto:mceppi@courts.state.ny.us).

Please indicate in "Subject" field: OCA/DOT-194 Question(s)

The deadline to submit questions is **January 25, 2013 at 5:00 pm**. No questions will be entertained after this deadline. A written Questions & Answers (Q&A) listing all the questions received and their answers will be posted on the UCS website at [www.nycourts.gov/admin/bids](http://www.nycourts.gov/admin/bids) under RFB# OCA/DOT-194 and sent to the bidders list.

**IMPORTANT:** All questions regarding this solicitation must be directed solely to the attention of the above-designated person. Contact by any prospective bidder, or any representative thereof, with any other personnel of the UCS/OCA including the Attorney Registration Unit in connection with this RFB/RFP may violate the Procurement Lobbying Act of 2005 (see Attachment IV), will jeopardize the respective bidder's standing and may cause rejection of its proposal.

### **Bidder's Proprietary Information**

Information construed as proprietary by a submitting bidder must be marked as such and will be so regarded by OCA. If possible, such information should be submitted in a separate folder attached to the proposal to be valid; however, all information must be available for review. Viewing of information designated as proprietary will not be construed to violate the constraints of proprietary information.

### **Financial Stability**

Upon request by OCA, bidder shall provide its audited financial statements prepared in accordance with GAAP-Generally Accepted Accounting Principles for the past three (3) consecutive years and a copy of its last three (3) annual reports.

### **Termination**

Early termination of the contract for cause may result in, among other consequences, including but not limited to all remedies available to UCS and New York State, the awarded contractor both being declared non-responsible by the UCS/OCA, pursuant to the UCS and Office of the State Comptroller's guidelines on vendor responsibility and in the contractor's removal from the UCS/OCA's bidders list for future solicitations.

In addition to any other rights or remedies it may have, UCS may terminate an agreement with awarded contractor upon written notice to contractor: (i) in the event that any representation made by the contractor in connection with this RFB shall prove to be false or misleading in any material respect, (ii) upon a determination that Contractor is non-responsible or (iii) if Contractor defaults in the observance or performance of any of the terms and conditions of such agreement, and such default is not remedied within thirty (30) days after such notice has been delivered to contractor specifying the occurrence, omission, or failure giving rise to such default.

### **Implied Requirements**

Products and services that are not specifically requested in this solicitation, but which are necessary to provide the functional capabilities proposed by the bidder, shall be included in the offer except as specified herein.

### **Silence of the Specifications**

The apparent silence of the specifications contained as part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as

meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

### **Clarification/Correction of Bids/Proposals**

In addition to any rights articulated elsewhere in this solicitation, the UCS reserves the right to require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a bidder's proposal and/or to determine a bidder's compliance with the requirements of this solicitation. This clarifying information, if required in writing by UCS, must be submitted by the bidder, in accordance with formats as prescribed by UCS at the time said information is requested and, if received by the due date set forth in UCS's request for clarification, shall be included as a formal part of the bidder's proposal. Clarifying information, if any, whether provided orally, visually or in writing will be considered in the evaluation process. Failure to provide required information by its associated due date may result in rejection of the bidder's proposal. Nothing in the foregoing shall mean or imply that it is obligatory upon UCS to seek or allow clarifications or corrections as provided for herein.

## **II. RFB # OCA/DOT-194**

The NYS Unified Court System (UCS) is soliciting sealed bids to provide consulting services on Microsoft InfoPath web-based form development and deployment in Microsoft SharePoint 2010 environments. The services shall include:

### **Services Required**

- Review and develop best practices on developing and deploying InfoPath forms.
- Provide technical review, troubleshooting and other hands-on guidance to UCS technical staff to enhance user experience, security and performance of UCS-developed forms.
- Develop and document InfoPath Forms that meet UCS specifications.
- Provide customized training/workshop/knowledge transfer to UCS staff on InfoPath development.
- Assist with SharePoint questions and problems as needed and where appropriate.
- Assist with integration of Qdabra's rules and DBXL products and template parts.
- Such related Info-Path web-based consulting services as UCS shall direct.

### **Performance of Services**

- The majority of services are anticipated to be provided via online delivery, while some services will be provided onsite in UCS facilities on an as needed basis, as UCS shall direct.
- The consulting engagement will be an as needed combination of on-demand services (minimum 1 hour) and continuous blocks of hours (e.g. one block could be a 40-hour week).
- The contractor shall assign a Project Lead who is responsible for all aspects of the consulting engagement. The contractor may assign additional qualified consultants to provide services in their areas of expertise.

### **Term of Award: Initial Term and Optional Renewals**

The initial term of the contract shall be one (1) year, with an estimated maximum of 1,040 consulting hours provided over such period. UCS reserves the right to renew the contract for three (3) one-year renewal terms. The first renewal term shall be under the same terms and conditions including pricing as the initial one-year term. The second and third renewal terms shall be under the same terms and conditions as the initial one-year term, except pricing, as set forth in the section below entitled, "Rate Increases."

### **Bidder's Qualifications**

- Minimum of three (3) years performing similar services for private entities and/or government agencies.
- The Project Lead must be a Microsoft MVP (Most Valued Professional) in the area of InfoPath.
- All personnel assigned by awarded contractor must, at a minimum, have industry-standard training and experience in InfoPath and SharePoint development, including browser based forms, sufficient to perform the services for which they will be assigned.

**Documents to be submitted in bidder's response** (See Document Enclosure Checklist for additional documents.)

- A description of bidder's company background
- A written description reciting bidder's experience providing services comparable in nature, volume, and scope to that described in the solicitation. This description should state the reasons why bidder's company is best qualified for this project.
- Resumes of Project Lead and any other personnel bidder proposes to perform services, as well as copies of diplomas/certifications/licenses.
- At least three (3) references including the company/agency name, complete address, contact name, title, telephone number and email address, for whom the bidder has provided similar services at any time during the past three (3) years.

**Pricing**

A single flat hourly rate for the performance of services. There shall be no other charge, cost, reimbursement or expense of any kind payable by UCS in connection with or arising from the performance of services, except for travel reimbursement, as set forth below.

With prior UCS approval, the awarded contractor will be reimbursed for actual expenses incurred for reasonable and necessary transportation, meals and lodging required to perform onsite services in accordance with applicable UCS guidelines.

**Rate Increases**

The hourly rate shall be subject to adjustment as of the commencement date of the second renewal term only by an amount equal to the percentage change in the Consumer Price Index for all Urban Consumers - New York-Northern NJ-Long Island (Index 1982-1984 = 100) ("CPI") over the CPI in effect as of the commencement date of the initial contract term, subject to a maximum increase of five percent (5%). Compensation shall thereafter remain unchanged for the balance of such renewal term.

**Method of Award**

The responsible bidder determined to be in compliance with this solicitation, with the highest total points (maximum 100 points) will be recommended for contract award. Please note that the Project Lead must be a Microsoft MVP (Most Valued Professional) in the area of InfoPath or, if not, bidder's response will be disqualified.

The evaluation criteria are:

- Experience performing similar services – max 20 points
- Bidder's level of expertise providing similar services, including the expertise of bidder's personnel – max 30 points
- Hourly rate – max 50 points. The lowest submitted rate per hour (assumed to be L) being 50 point. A contractor with an rate per hour of R will receive a score of  $(L/R) \times 50$ .

**BID RESPONSE FORM**

Consultant Hourly Rate	Estimated Max. Number of Hours	Total Consultant Cost for Initial Contract Term (one year)
\$ _____	X            1,040	=    \$ _____

Company: \_\_\_\_\_

Name and Title: \_\_\_\_\_

\_\_\_\_\_

Signature and Date: \_\_\_\_\_

\_\_\_\_\_