

**STATE OF NEW YORK**

**JUDICIARY**

**—REQUEST FOR BID—**

(This is not an order)  
**BID MUST BE MADE ON THIS SHEET  
 OR AS OTHERWISE SPECIFIED**

**NYS OFFICE OF COURT ADMINISTRATION  
 CONTRACT & PROCUREMENT ADMINISTRATION  
 42 KARNER ROAD  
 ALBANY, NY 12205**  
 (Agency Name and Address)

Direct Inquiries to: **GLENN HARRISON**  
 Telephone No.: **(518) 869-4732**

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

**PER ATTACHED SPECIFICATIONS**

<b>Bid Number:</b> OCA/CPA - 297	<b>Commodity Group:</b>
<b>Opening Date: 08/25/04</b> <b>Time: 11:00 A.M.</b>	<b>Commodity Name:</b> CONSULTANT SERVICES

**OFFICE OF GENERAL SERVICES "GENERAL SPECIFICATIONS" (DECEMBER 1998) ARE FULLY INCORPORATED HEREIN.**

Agency's Specification of item(s) Required (include quantities)	Bidder's Quotation and Specific Description of Item Offered
<p><b>UCS ATTACHMENT I ATTACHED &amp; INCORPORATED HEREIN.</b></p> <p>TERM CONTRACT COMMENCING 11/01/04 - 10/31/06 WITH OPTIONS</p> <p>THIS SOLICITATION IS PURSUANT TO OGS CONTRACT AWARD FOR IT SERVICES - HUMAN RESOURCES &amp; FINANCIALS</p>	<p>BIDDERS ARE TO SUBMIT ALL REQUIRED DOCUMENTATION AND PRICING ON THEIR OWN LETTERHEAD IN THE FORMAT PRESCRIBED BY THE ATTACHED RFP SPECIFICATIONS</p>

**NOTICE TO BIDDERS**

Pursuant to the Rules and Regulations of the Chief Administrator for the Courts, sealed bids for furnishing the item(s) in this Request for Bid will be received at the above address. When submitting a bid, 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 bid deviates from the specifications. If necessary, attach a separate sheet setting forth such explanations.

3. Sign the bid. The bid must be completed in the name of the bidder (corporate or other) and must be fully and properly executed by an authorized person.

4. INDICATE THE BID NUMBER, THE BID OPENING DATE AND TIME ON THE ENVELOPE CONTAINING THE SEALED BID.

5. Mail the bid to the above agency address in sufficient time for it to be received before the specified bid opening. Late bids 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.

**BIDS 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	

**NYS UNIFIED COURT SYSTEM  
STANDARD REQUEST FOR BID CLAUSES & FORMS  
ATTACHMENT I**

**NOTE:** In addition to such other requirements as may be referenced or incorporated herein, the following clauses shall apply to this Request For Bid (RFB)/Request For Proposal (RFP):

**OGS SPECIFICATIONS:**

All provisions of the NYS Office of General Services General Specifications - Commodities & Non-Technology Services dated **December 1999**, and where applicable, Technology Products & Services (November 2000) and/or Negotiated Software Contracts (July 2001) (copies available upon request) will apply to this bid invitation, except that, **"Chief Administrative Judge, or designee" shall replace, "Commissioner of OGS" wherever it appears.** Should there be any conflict between the OGS Specifications and the procurement policies and procedures of the NYS Unified Court System (hereafter, UCS), the latter shall prevail.

The Unified Court System (hereafter, UCS) reserves the right to waive minor discrepancies and to reject any and all bids if considered in the best interest of the UCS to do so.

**AGREEMENT TO CONTRACT:**

Bids submitted in response to this solicitation shall constitute agreement to contract by the respective bidder(s).

**PREFERRED SOURCE NOTIFICATION:**

Organizations identified as Preferred Sources pursuant to **NYS Finance Law Sections 162.1 and 162.2a,2b,and 2c,2d,2e** submitting bids which are in compliance with this RFB/RFP and Specification may, at the discretion of the court/agency, be awarded the bid where the bid price is not in excess of ten percent (10%) of the lowest responsible bidder.

**GRIEVANCE / INQUIRY POLICY:**

Any firm or individual having a legitimate interest in this solicitation, or resulting contract award, and wishing to file a formal grievance or inquiry may request a copy of the **Unified Court System Policy & Procedure for the Resolution of Grievances & Inquiries** by contacting the judicial location noted in this RFB/RFP.

**ORDERS:**

Bidders are advised that any awarded contract shall not constitute an order to ship and further, places no obligation upon the UCS to place any orders with the contractor. However, the contractor shall accept all orders placed by the courts and related agencies during the term of the contract for all items for which an award is made. Such orders shall be considered binding upon the contractor when placed in the mail to the address indicated in the award pursuant to the terms thereof.

**APPENDIX A:**

**NYS/UCS Standard Clauses for all Contracts (07:03)** is attached and incorporated herein.

**NON-COLLUSIVE BIDDING CERTIFICATE:**

Attached **Non-Collusive Bidding Certificate** must be executed, signed and returned with other required bid documents.

**ACKNOWLEDGMENT:**

Attached, appropriate acknowledgment form must be executed, properly notarized and included with all bid documents.

## **PAYMENTS OF INTEREST:**

The payments of interest on certain amounts due and owed may be made in accordance with the criteria established by **Chapter 153 of the Laws of 1984 (Article 11A of the New York State Finance Law) and the Comptroller's Bulletin no. A-91.**

## **REFERENCES:**

Upon request, bidders must provide the names of at least \_\_\_\_\_ ( ) prior or current clients (including contact person and phone numbers) for whom specified product/service has been provided.

## **ADDITIONAL INFORMATION:**

The Unified Court System (UCS) may request any and all additional information of the bidder(s) deemed necessary for proper analysis and award determination including, but not limited to, documentation as to financial stability of the bidder.

## **BID VALIDATION PERIOD:**

All proposals submitted in response to this solicitation shall remain valid past the period provided for in the **OGS General Specifications** until such time as an award is made or the bidder withdraws his bid (in writing), whichever occurs first.

## **RECYCLED PRODUCTS:**

Products purchased by the courts and related agencies of the NYS Unified Court Systems shall be in compliance with **Sec. 40-a. of the NYS Judiciary Law (L.1994, c.468)**, and UCS policy thereto. Bidders offering recycled product(s) are wholly responsible for compliance and certification requirements set forth by the NYS Departments of Environmental Conservation and Economic Development. If bidding a recycled product, bidders must attach completed **Bidder's Certification of Recycled Products** and **Manufacturers Affidavit of Recycled Content** forms.

**NOTE:** If this RFB/RFP is for printing, the following clauses shall also apply:

## **UCS PRINTING POLICY:**

No contract will be awarded to any bidder who, in the opinion of the Unified Court System (UCS), does not have satisfactory facilities and equipment sufficient to produce the major portion of the work as defined in the specification and resulting contract and insure the proper performance and delivery thereof.

In this regard, the UCS may request all documentation it deems necessary to make proper determination and the bidder agrees to make such facilities and equipment available for inspection. Failure to provide requested documentation will cause the bidder to be rejected.

Accordingly, bidders must execute the attached **Bidder's Certification of Work** form.

## **RECYCLED PAPER:**

Any printing required by the judicial operations which is produced on recycled paper shall contain the official state recycling emblem established pursuant to **Subdivision Two, Section 27-0717 of the NYS Environmental Conservation Law** and all regulations promulgated pursuant thereto.

## **OVER-RUNS:**

A 05% over-run will be allowed per individual item order of up to 50,000 quantity and 03% per individual item order in excess of 50,000 quantity. However, such allowance shall not be construed as an approved, automatic add-on, but is intended only to cover unavoidable excesses in the production cycle.

**ATTACHMENT I**

STATE OF NEW YORK  
UNIFIED COURT SYSTEM

**NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this bid, each bidder and each person signing on behalf of any bidders, 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/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.

NOTE: Chapter 675 of the Laws of New York for 1966 provides that every bid made to the state or any public department, agency or official thereof, where competitive bidding is required by statute, rule or regulation; for work or services performed or to be performed or goods sold or to be sold, shall contain the foregoing statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

A bid shall not be considered for award nor shall any award be made where (1), (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder has published price lists, rates, or tariffs covering items being procured, has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of the paragraphs (1) , (2) and (3) above.

Any bid hereafter made to the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule or regulation, and where such bid contains the certification set forth above shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to noncollusion as the act and deed of the corporation.

Name of Bidder: \_\_\_\_\_ Employer's Federal ID #: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City County State Zip Code

Telephone #: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_ Printed or typed copy of signature: \_\_\_\_\_

Official Title: \_\_\_\_\_

(UCS - Rev.07/01/03)

**ATTACHMENT I**  
**ACKNOWLEDGMENT OF INDIVIDUAL**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) **SS:**

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed same.

\_\_\_\_\_  
NOTARY PUBLIC

**ACKNOWLEDGMENT OF CORPORATION**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) **SS:**

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_; that he/she is the \_\_\_\_\_, of the \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
NOTARY PUBLIC

**ATTACHMENT I**  
**NEW YORK STATE**  
**UNIFIED COURT SYSTEM**

**BIDDER'S CERTIFICATION OF WORK**  
**(PRINTING)**

RFB # \_\_\_\_\_

BID OPENING: \_\_\_\_\_

ITEM: \_\_\_\_\_

**RECYCLED PAPER:**

Pursuant to **Sec. 40-a. of the Judiciary Law (L.1994, c.468)**, any printing required by judicial operations which is produced on recycled paper shall contain the official state recycling emblem established pursuant to **Subdivision Two, Section 27-0717 of the NYS Environmental Conservation Law** and all regulations promulgated pursuant thereto.

BIDDER HEREBY CERTIFIES THAT ALL WORK DEFINED BY THE ABOVE SPECIFICATION WILL BE PERFORMED ON BIDDER'S FACILITIES EXCEPT AS NOTED BELOW (BIDDER MUST PROVIDE THE FOLLOWING INFORMATION FOR ALL WORK WHICH WILL BE PERFORMED BY AN OUTSIDE CONCERN - I.E. SUBCONTRACTOR):

**NOTE: ALL SUBCONTRACTING IS SUBJECT TO THE APPROVAL OF THE UNIFIED COURT SYSTEM AND THE BIDDER REMAINS FULLY RESPONSIBLE AND LIABLE FOR ALL WORK PERFORMED BY SUCH SUBCONTRACTORS.**

WORK	SUBCONTRACTOR: NAME, ADDRESS, PHONE
A _____ _____	_____ _____
B _____ _____	_____ _____
C _____ _____	_____ _____

**NOTE: THE FOLLOWING SECTION MUST BE COMPLETED AND FORM RETURNED IN ALL INSTANCES:**

_____ NAME OF COMPANY	_____ AUTHORIZED SIGNATURE
_____ ADDRESS	_____ NAME IN PRINT
_____ ADDRESS	_____ TITLE
_____ DATE	

**ATTACHMENT I**  
**NEW YORK STATE**  
**UNIFIED COURT SYSTEM**

**BIDDER'S CERTIFICATION OF RECYCLED PRODUCT(S)**  
(TO BE COMPLETED BY BIDDER)

RFB # \_\_\_\_\_

BID OPENING: \_\_\_\_\_

ITEM: \_\_\_\_\_

Pursuant to **Sec. 40-a of the Judiciary Law (L. 1994, c.468)**, it is the policy of the UCS that products purchased by the courts shall be recycled products, which meet contract specifications, unless the product is only available without recycled content, and provided that the cost of the recycled product does not exceed a cost premium of ten percent (10%) above the cost of a comparable product that is not a recycled product or, if at least fifty percent (50%) of the secondary materials used in the manufacture of that product are generated from the waste stream of NYS, the cost of the recycled product does not exceed a cost premium of fifteen (15%) above the cost of a comparable product that is not a recycled product.

Bidders offering recycled product(s) are wholly responsible for compliance and certification requirements (**including Manufacturer's Affidavit of Recycled Content**) set forth by the NYS Departments of Environmental Conservation and Economic Development.

Failure to complete this certification and attach required manufacturer's affidavit will result in a waiver of bidder's recycled preference.

This certification/affidavit shall remain in effect unless revised or rescinded by the certifying manufacturer or made null & void by superseding NYS statute(s).

Bidder hereby certifies that the product(s) offered are in compliance with all applicable New York State recycled/recycling statutes and respectfully requests preferential consideration as cited above. In support of this request, attached is the executed **Manufacturer's Affidavit of Recycled Content.**

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME IN PRINT

\_\_\_\_\_  
TITLE

(UCS - Rev.07/01/03)

**ATTACHMENT I**  
**NEW YORK STATE**  
**UNIFIED COURT SYSTEM**

**MANUFACTURER'S AFFIDAVIT OF RECYCLED CONTENT**  
**(TO BE COMPLETED BY MANUFACTURER)**

RFB # \_\_\_\_\_  
 \_\_\_\_\_

BID OPENING: \_\_\_\_\_

I, \_\_\_\_\_ of \_\_\_\_\_ being duly sworn, depose and say that for the item(s) listed below, the recycled content which conforms to the New York State requirements are as specified.

PRODUCT	BRAND NAME	TOTAL RECYCLED CONTENT	POST CONSUMER CONTENT
1 _____	_____	_____ %	_____ %
2 _____	_____	_____ %	_____ %
3 _____	_____	_____ %	_____ %
4 _____	_____	_____ %	_____ %

SECONDARY MATERIAL NYS WASTE STREAM	CHECK IF DED/DEC APPROVED
1 _____ %	_____
2 _____ %	_____
3 _____ %	_____
4 _____ %	_____

The above product(s) item(s) will be/are manufactured to contain not less than the percentages of recycled content as stated above, in accordance with New York State requirements (indicate in the respective column the percentage of secondary materials generated from the waste stream in NYS that will be utilized in the manufacture of the above products supplied to UCS/NYS).

It is agreed that representatives of the NYS UCS or their designee, shall have access to purchase/production records at any time during working hours for the purpose of verifying the actual percentage and use of recycled materials in the above product(s) furnished to UCS/NYS.

NAME OF MANUFACTURER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

AFFIDAVIT SUBMITTED ON BEHALF OF: \_\_\_\_\_ (BIDDER)

SIGNATURE-MFG. REP.: \_\_\_\_\_ TITLE: \_\_\_\_\_

NAME IN PRINT: \_\_\_\_\_ DATED: \_\_\_\_\_

SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_

NOTARY PUBLIC: \_\_\_\_\_

**New York State Unified Court System**  
**Appendix A**  
**Standard Clauses for all 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 previous consent, in writing, of the State and any attempts to assign the contract without the State’s written consent are null and void. The contractor may, however, assign its right to receive payment 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 112.2 (Chapter 95- Laws of 2000) of the State Finance Law, if this contract exceeds \$15,000.00, 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, 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.
4. **WORKER’S 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 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.
7. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants 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 \$5,000.00, the Contractor agrees, as 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 or appeal (2 NYCRR 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 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) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.**

All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or New York State standard voucher, 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 New York State's Central Accounting System by the Director of State Accounts, Office of State Comptroller, AESOB, Albany, New York 12236.

12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, 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 projects, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, sex, national origin, age, disability or marital status, 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, up-gradings, 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", "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; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purposes 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 Governor's Office 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 XI-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. **PURCHASES OF APPAREL.** In accordance with State Finance Law Section 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that:

(i) Such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hour laws and workplace safety laws; and

(ii) Vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized for this contract by the bidder.

RFP# OCA/CPA-297  
CONSULTANT SERVICES

PROPOSALS DUE: 11:00 AM  
AUGUST 25, 2004

**NYS OGS REF. NUMBERS:**

**GROUP: 73012**

**AWARD: S960275E.1**

**PROJECT: OCA2004-01**

**ATTACHMENT II**  
PROPOSAL COVER SHEET

PLEASE ENSURE THE INCLUSION OF ALL REQUIRED DOCUMENTS BY REVIEW OF THE ITEMS NOTED BELOW AND INITIALING THEREOF:

- \_\_\_\_\_ REQUEST FOR BID/PROPOSAL FORM
- \_\_\_\_\_ ORIGINAL, SIGNED PROPOSAL
- \_\_\_\_\_ COPIES OF PROPOSAL & ALL ORIGINAL DOCUMENTS - FIVE (5)
- \_\_\_\_\_ UCS ATTACHMENT I - PAGE 3 OF 10 (NON-COLLUSIVE BID CERT.)
- \_\_\_\_\_ UCS ATTACHMENT I - PAGE 4 OF 10 (ACKNOWLEDGMENT FORM)
- \_\_\_\_\_ CERTIFICATE OF REQUIRED INSURANCE COVERAGE
- \_\_\_\_\_ AUDITED FINANCIAL DOCUMENTS
- \_\_\_\_\_ ATTACHMENT A - CONSULTING PROJECT TEAM STAFFING ROSTER
- \_\_\_\_\_ ATTACHMENT B - CONTRACTOR TECHNICAL SKILL LIST
- \_\_\_\_\_ ATTACHMENT C - CONTRACTOR REFERENCES (THREE)
- \_\_\_\_\_ ATTACHMENT D - CONSULTING REFERENCES
- \_\_\_\_\_ ATTACHMENT E - FIXED CAP HOURLY PROJECT PROPOSAL COST STATEMENT (SERVICES COMPONENT)
- \_\_\_\_\_ ATTACHMENT F - CONSULTANT SIGN IN/OUT LOG

NAME OF FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

NAME IN PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

(NYS OFFICE OF GENERAL SERVICES REFERENCE NUMBERS -  
GROUP: 73012                      AWARD: S960275E.1                      PROJECT: OCA2004-01

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

**NOTE:** IN ADDITION TO SUCH OTHER TERMS, CONDITIONS AND PROVISIONS PRESENTED HEREIN, THE NYS UNIFIED COURT SYSTEM STANDARD REQUEST FOR BID CLAUSES & FORMS - ATTACHMENT I IS ATTACHED AND INCORPORATED HEREIN.

**PURPOSE & SCOPE:**

The New York State Unified Court System, Office of Court Administration Contracts & Procurement Administration (OCA/CPA) is soliciting sealed proposals on behalf of the OCA Division of Human Resources (OCA/HR) from qualified vendors to provide consulting services to advise and supplement staff in the implementation of PeopleSoft Human Resources Management System 8.8 (PeopleSoft HRMS).

OCA has completed the procurement and installation of PeopleSoft HRMS 8.8. The purpose of this Request for Proposal (RFP) is to select a consulting firm capable of partnering with OCA in the implementation of this Human Resources Information System (HRIS). The goal for implementing new administrative software is to significantly transform the business processes and administrative systems that support the organization's mission.

OCA's Division of Human Resources will be responsible for the overall project management of this initiative. The OCA Project Manager, along with the implementation partner's project management support, will provide the oversight to ensure the successful implementation of this PeopleSoft product. The consultants are expected to have a thorough grasp of human resource business processes in a public sector environment and to provide expertise in all aspects of importing data into the PeopleSoft application. The successful vendor must have a proven track record of working effectively on this type of project in a large complex and diverse organization

Only those qualified vendors who are on the New York State Office of General Services (OGS) IT Services contract pursuant to the OGS Group and Award for Mid Range application noted above are invited to submit their proposals for performing the work described in the RFP. In addition to such other requirements specified herein, the selected Contractor will be expected to comply with the terms of any applicable OGS/PSG Computer Consulting Back-Drop Contract(s).

**DEADLINE FOR PROPOSALS:**

All proposals must be received at the location designated herein on or before **11:00AM, August 25, 2004** to receive consideration.

**PRE-BID CONFERENCE:**

A pre-bid conference will be conducted on **August 4, 2004** commencing at **11:00AM** at the Office of Court Administration, 42 Karner Road, Albany, New York, NY 12205. While attendance is not mandatory, prospective bidders are strongly encouraged to attend. **All questions in writing, and notice of planned attendance, must be provided no later than 4:00PM July 30, 2004 to the attention of:**

Glenn R. Harrison  
Contracts & Procurement Administrator  
Office of Court Administration  
42 Karner Road  
Albany, NY 12205

FAX: (518) 869-4735

E-MAIL: [gharriso@courts.state.ny.us](mailto:gharriso@courts.state.ny.us)

**IMPORTANT:** Any and all questions regarding this solicitation must be directed solely to the attention of the above-designated person. Contact by any prospective bidder, or representative thereof, with any other personnel of the UCS / OCA in connection with this RFP may jeopardize respective bidder's standing and cause rejection of their proposal.

A complete, printed "Q&A" will be presented at the pre-bid conference and clarified if necessary. Questions which may arise as a result of the "Q&A", or any clarification thereof, will be accepted, but some restrictions may apply with respect to other questions.

**CONTRACT TERM:**

The initial term of any awarded contract shall be for a period of two (2) years commencing **November 1, 2004** through **October 31, 2006**.

**CONTRACT RENEWAL/EXTENSION:**

The OCA/HR reserves the right to **renew** the contract for an additional period of one (1) year through the period ending **October 31, 2007** upon written notice to contractor. OCA/HR further reserves the right to once **extend** the contract for a period not to exceed ninety (90) days upon termination of the initial contract period, or any renewal thereof, upon written notice to contractor. Any such renewal or extension shall be subject to the approvals of the New York State Offices of Attorney General and Comptroller.

**EVALUATION COMMITTEE:**

All timely proposals shall be reviewed and evaluated by a committee established by OCA/HR. The committee's evaluation shall be based on the factors presented in the header, "EVALUATION CRITERIA" as set forth in the "DETAILED SPECIFICATIONS" and the decision of the committee as to award of the contract shall be final.

**PRICING:**

All cost factors presented in bidder's proposal shall be net and inclusive of all requirements and services as may be prescribed by OGS Award S960275E.1 and as presented herein and shall remain firm throughout the initial contract period, or any renewal or extension thereof.

## **SUBMISSION OF PROPOSALS:**

Each proposal is to be prepared and submitted on proposer's letterhead and be clearly marked, "RFP# 297" in the top left or right of each page. The shipping carton/package **must be sealed** and the following statement clearly marked in the lower left corner, "RFP# OCA/CPA-297, SEALED PROPOSAL - DO NOT OPEN BEFORE 11:00 AM August 25, 2004". All of the following documents must also be completed, signed with original ink signature of person authorized to execute such documents and included with response:

**NOTE:** All proposals must be packaged and fully sealed in conformance with directions on our web site, [www.courts.state.ny.us/admin/bids](http://www.courts.state.ny.us/admin/bids) unless otherwise specified herein.

UCS Request for Bid/Proposal form

Bidder's Complete, Signed Original Proposal

UCS Attachment - I Pages 3 of 10 (Non-Collusive Bidding Certification) and 4 of 10 (Acknowledgment Form)

Attachment - II Proposal Cover Sheet

**See "Detailed Specifications" for additional HR specified attachments.**

## **COPIES:**

In addition to the return of all required original ink signature documents specified herein, bidders must provide **FIVE (5)** complete copies of all documents. **Original may be bound or contained in any manner bidder elects, however the five (5) copies shall not be contained in a binder or bound in any fashion. They may be contained by rubber bands, or similar fastening device.**

## **SUBCONTRACTING:**

Subcontracting of any services described herein, or as may be prescribed by OGS Award S960275E.1 shall be subject to the following:

1. Bidder must identify each proposed subcontractor, type of service(s) to be performed, length and nature of bidder's relationship with proposed subcontractor and provide any and all additional information regarding the proposed subcontractor as may be reasonable and necessary.
2. All proposed subcontractors shall be subject to the approval of OCA/HR prior to engagement by contractor and any such approved subcontractor shall be held to the same performance standards as awarded contractor.
3. The UCS, OCA/HR or OCA/CPA will communicate only with awarded contractor and the awarded contractor shall remain wholly liable for the performance of any such subcontractor, it's employees, agents, consultants or representatives.

## **COMPLIANCE WITH LAWS:**

Awarded contractor shall be compliant with all applicable federal, state or local laws, rules or regulations.

**INSURANCE REQUIREMENTS:**

Bidder must include with their proposal proof of a minimum of \$1,000,000.00 per occurrence of professional liability insurance coverage for all staff involved with the performance or delivery of all services to UCS, OCA/HR. A certificate of coverage issued by underwriter is acceptable. Such insurance shall be maintained throughout the contract period or any renewal or extension thereof without cost to UCS, OCA/HR.

**CONFIDENTIALITY:**

Bidders and awarded contractor are hereby advised that any and all information, records, files, documents or reports generated by, or contained in, any media format (e.g. print, electronic) provided to contractor by an individual or component of the UCS, or otherwise obtained by contractor in the performance of contractual services, shall be considered confidential and shall be treated and maintained accordingly at all times. Neither the contractor nor any of its employees, agents, subcontractors, representatives, interns or volunteers shall at any time be permitted to utilize any such information for any purpose outside the scope of awarded contract without the express written authorization of OCA/HR or OCA/CPA. Further, any and all data developed by contractor, or any person or entity acting on behalf of contractor, remains the sole property of the UCS, OCA/HR or OCA/CPA. Contractor, or subcontractors, may not make use of such data or information without the express knowledge and written consent of the UCS, OCA/HR or OCA/CPA.

Any breach of these requirements may result in immediate termination of the contract and subject violating party(s) to further penalties.

**INDEPENDENT CONTRACTOR STATUS:**

It is expressly understood and agreed that 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. Contractor is solely responsible 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/HR, OCA/CPA or State of New York to persons, firms, consultants or corporations employed or engaged by contractor either directly or indirectly in any capacity whatsoever, nor shall the UCS, OCA/HR, OCA/CPA or State of New York be liable for any acts, omissions, liabilities, obligations or taxes of any nature including, but not limited to, employment and worker's compensation insurance of contractor or any of its employees or subcontractors.

**METHOD OF PAYMENT(S):**

Awarded contractor shall be paid in a manner as may be mutually acceptable to all parties, except that no payment may be made in advance of services. Unless specified otherwise and subject to the approval of the NYS Comptroller, contractor's standard billing format will be acceptable. All valid payments due contractor shall be processed by OCA/HR in a timely manner upon receipt of appropriate and accurate invoice.

**IMPLIED REQUIREMENTS:**

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

**SILENCE OF SPECIFICATIONS:**

The apparent silence of the specifications contained as a 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 specification shall be made on the basis of this statement.

\* \* \* DETAILED SPECIFICATIONS \* \* \*

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# **REQUEST FOR PROPOSAL CONSULTANT INTEGRATION SERVICES**

## **1. DETAILED INFORMATION**

### **1.1 Background**

The UCS is a separate branch of New York State government that has responsibility for all judicial matters. The state court system is divided geographically into four judicial departments consisting of twelve judicial districts.

The Office of Court Administration serves as the administrative arm for the trial courts throughout the state and provides the courts with a variety of centralized services, which encompass all phases of Human Resources, including a stand-alone civil service operation. The Office also provides budgetary and financial services including payroll, technology services and a variety of other administrative services.

Implementing PeopleSoft HRMS is one of two strategic automation initiatives. The second is the state-wide implementation of the Kronos Workforce Central Timekeeping System. The Kronos application is completely configured. It's implementation is underway and nearing the ten percent milestone. Both applications are expected to be completely implemented and operational by early 2006. These systems will provide HR professionals and the workforce with up-to-date automated access to Human Resource, Personnel and Time and Leave information.

### **1.2 Division of Human Resources Personnel Office**

The Division of Human Resources Personnel Office maintains records for approximately 17,000 active employees including current and historical dates, civil service status, payroll agencies, line numbers, cost centers, position histories and other pertinent data with a chronological record of each change in any of these items. These records are maintained in a variety of formats, including, but not limited to, manual cards (pre-1991), APPIS, a proprietary database (1991-1998) and PaySr and PayServ (New York State PeopleSoft payroll applications).

The Personnel Office administers all employment changes including: appointments and promotions, reassignments and transfers, reinstatements and reductions in workforce and is responsible for testing and approving system changes and for overseeing the scheduling and execution of personnel processes. This office also provides direct support to local court administrators and employees.

### **1.3 Mission Statement**

Using the PeopleSoft HRMS application, the court system is committed to developing a single reliable automated system of record for employees that will capture all stages of the employment cycle, provide position management, streamline business processes, be easily accessible to users and deliver accurate and reliable reporting of current and historical data.

### **1.4 Goals**

The court system's goals are to achieve the following:

1. Develop centralized system of record
2. Minimize paper and duplication of data and work
3. Create single source entry at point of origin
4. Provide appropriate data security
5. Implement electronic workflow to enable on-line submissions, processing and approvals

6. Design processes which contain the fewest steps necessary to make a sound decision
7. Focus on adopting best business practices, not on automating current processes
8. Create on-line end-user training and help support

The Business Process Analysis is complete, and we are committed to implementing recommendations that facilitate the use of a “vanilla” product, wherever legally possible. Consultant services will not be necessary to repeat this process. Any modifications to the software will require the approval of the Executive Steering Committee. The software, as delivered, will guide the re-engineering of existing business processes, that is, business processes should be changed to coincide with software functionality wherever legally possible.

## **1.5 Project Team Roles and Responsibilities**

**Steering Committee:** The Steering Committee is comprised of OCA Executive Management and the OCA Project Manager. The committee’s responsibilities include enacting policy decisions, demonstrating senior management commitment to the project, overseeing budget, reviewing decisions to ensure that goals are being met and providing project team oversight and direction including setting priorities, resolving conflicts and reviewing project status reports.

**OCA Project Team:** The project team consists of two trainers, five functional specialists and six technical specialists. They are all fully committed to the implementation of the Kronos and PeopleSoft applications. Their responsibilities are listed below.

**OCA Functional Specialists:** These team members have in-depth knowledge of the court system’s human resources processes and procedures. These specialists are in the process of being trained in using PeopleSoft and are dedicated to the implementation of the application. Their responsibilities include:

- Translating human resources business requirements into system requirements.
- Participating in user acceptance system testing.
- Collaborating with the third party vendor and OCA technical specialist team members in the set up of table values and the conversion of data.

**OCA Training Specialists:** These members of the project team are experienced trainers who also have been fully trained in using PeopleSoft. Their responsibilities include:

- Developing end user training materials.
- Delivering training to end users.

**OCA Technical Specialists:** These team members include a database administrator, a systems administrator, a Unix expert and a Windows expert as well as a programmer and a supervisor. They are fully trained in the technical development and maintenance of the PeopleSoft application. Their responsibilities include:

- Collaborating with the third party vendor on the development of the system application.
- Executing performance tests.
- Moving the application into production.
- Planning and providing for the necessary security platform.

## 2. DEADLINES AND EVALUATION CRITERIA

### 2.1 RFP Process and Proposed Sequence of Events

Request for Proposals Announced  
Questions Received for Pre-Bid Meeting  
Pre-Bid Meeting  
Proposals Must be Received by 11:00 a.m.—Bid Opening  
Evaluation Committee Meets  
Oral Presentations to Evaluation Committee  
Successful Bidder Announce  
Contract Awarded  
Project Commences

### 2.2 Evaluation Criteria

All proposals will be reviewed by an evaluation committee to determine whether submitted proposals are responsive to the criteria provided in this RFP.

<b>Evaluation Criteria</b>	<b>Maximum No. of Points</b>
Proposer's demonstrated experience successfully implementing PeopleSoft software for Human Resources for projects of similar scope, complexity and technical environment. The technical skills and experience (PeopleSoft 8 Certification) of project personnel integrating PeopleSoft and references of the vendor.	40
Proposed project plan and methodology for completing deliverables.	35
Cost Proposal	25
Highest Achievable Points	100

All responsive proposals will be reviewed, rated and ranked by the evaluation committee. The proposer who is found to have the best combination of technical proposal, price proposal, and oral presentation will be awarded a contract with OCA.

OCA reserves the right to elect not to award a contract as a result of this RFP.

### **3. PROPOSAL FORMAT AND CONTENT**

Proposals must be presented in the following format and contain all requested information. OCA reserves the right to request additional information for clarification of proposals. Respondents may submit any additional information to clarify or enhance their proposal.

- Executive Summary
- Relationship with PeopleSoft
- Project Approach and Methodology
- Experience and Expertise in Implementing PeopleSoft
- References
- Staffing Proposal and Resumes
- Task Management
- Post-Implementation Support
- Financial Statements
- Cost Proposal
- Acknowledgments and Certifications

#### **3.1 Executive Summary**

Respondents should summarize their qualifications for working with OCA, highlighting the unique strengths they would bring to the PeopleSoft HRMS implementation and general information about the firm, including:

- Status with PeopleSoft
- Size (number of consultants)
- Areas of Specialization
- Scope of current engagements in public sector implementations, upgrades, special projects, etc.

#### **3.2 Relationship with PeopleSoft**

Respondents should provide information describing their relationship to PeopleSoft. Discussion points should include:

- How long have the respondent and assigned staff members been PeopleSoft certified?
- How would the respondent characterize their relationship with PeopleSoft?
- Where are the strengths and weaknesses in that relationship?
- How would the respondent communicate to PeopleSoft a bug or other problem encountered within our implementation project?
- What is the respondent's process for ensuring individual consultant certification?

#### **3.3 Project Approach and Methodology**

With an understanding of our current project status, respondents must detail their approach, their implementation methodology and the risks they see in responding to a fixed-scope implementation bid. In particular, we require respondents to detail:

- Implementation methodology covering design, testing, training (using the End-User Training Tool) and deployment.
- Data Cleansing/Conversion Strategies, Testing/QA methodology and shared responsibility for the integrity of the data resulting from migration activities.

- Business Process Re-engineering strategy and methodology.
- Knowledge Transfer Objectives.
- Workflow as it relates to establishing best practices.
- Tailoring security based on access needs.
- General approach to customization, interface development and criteria for measuring the value of customization vs. business process re-design. Within this category should be metrics for assisting clients in deciding on long-term value when making trade-off decisions.
- Methodology as it relates to converting data, loading tables, interfacing with existing systems, testing and training.
- General approach to planning current implementation to minimize difficulties in patches, service packs and application upgrades.

### **3.4 Experience and Expertise in Implementing PeopleSoft**

Respondents must:

- Provide experience in integrating PeopleSoft HRMS in public sector organizations.
- Provide a description of any similar integration projects including name of entity, dates services performed and size of entity successfully implemented.
- Provide a synopsis of any other similar projects successfully implemented within the last two years.
- Provide examples that demonstrate the respondent's ability to complete complex projects on time and within budget, and the respondent's organizational capability to perform the work requested in this RFP.

### **3.5 References**

Provide a minimum of three references for successfully completed PeopleSoft HRMS implementations for clients with at least 10,000 employees, and/or employees in at least 30 locations. Include names, addresses, telephone numbers, the number of installed sites, the type of business and the modules installed. Provide references from public sector clients where the respondent has implemented administrative applications; provide names and telephone numbers of contacts of ongoing system integrations clients in the public sector and the current stage of each project. OCA will contact these references independently.

### **3.6 Staffing Proposal and Resumes**

- Describe the firm's staff classifications for this type of project (e.g., project manager, analyst, etc.). See Consultant Project Team Staffing Roster (Attachment A).
- Provide PeopleSoft consultant training and certification program documentation.
- Attach resumes of the staff to be assigned to this project along with a description of their roles. These resumes will be verified to ensure that the consultant(s) has experience integrating PeopleSoft HRMS and list applicable certifications (including, but not limited to, Certification in PeopleSoft, version 8 - HRMS). (See Attachment B - Contractor Technical Skill List and Attachment C- Contractor References.) OCA reserves the right to interview any or all of the candidates prior to selecting candidates and reserves the right to interview any or all of the candidates substituted for or added to the Consultant Project Team during the course of this engagement. OCA also reserves the right to request the selected contractor to reassign consultant team members in the event of unsatisfactory performance.
- Respondents will provide a minimum of two references for each consultant that is recommended for the project (see Attachment D - Consultant References). The references must be from within the last 24 months and must have first hand knowledge of the consultant's ability to perform the type of services requested. OCA will contact these references independently.

### **3.7 Task Management**

Task management deals with the way in which the consultant manages the work required to deliver the services requested. Bidders shall submit with their proposal a task management plan that includes, but is not limited to:

- A description of the respondent's approach to staffing and the anticipated allocation of staff resources over the life of the project.
- The method and tools used to track and report staff time spent on tasks.
- The process and schedule for preparation of invoices including cross references to the cost proposal and/or approval budget by task.
- The schedule for internal control reviews.
- The schedule for status and other required reporting.
- The schedule for administrative reviews and internal audits.

Feedback will be provided to the successful Bidder during contract negotiations. The final task management plan will be included in the contract deliverables.

### **3.8 Post-Implementation Support**

The successful Bidder will be required to provide on-site support in New York City, Troy and possibly other locations to address production issues through the completion of the post-implementation evaluation period (approximately 90 days).

### **3.9 Financial Statements**

Audited financial statements covering the most recent three-year period must be submitted with the proposal. OCA may request additional information necessary to establish the financial stability of the company.

### **3.10 Cost Proposal**

This section must present all costs associated with the services to be provided by the contractor.

Respondents must use the Fixed Cap Hourly Project–Proposal Cost Statement (see Attachment E). Rates shall be inclusive of all expenses (including all auxiliary costs such as printing, administrative, program entry, related travel, etc.)

Consultant work will be performed primarily at 25 Beaver Street, New York, New York, and at other Administrative Offices within the five boroughs of New York City. Note, that the computer center is located in Troy, New York.

Upon acceptance of the selected contractor, if there is a ceiling set forth in the bid, travel expenses will be limited and will not increase unless the scope of the project is changed in writing. Nevertheless, reimbursement for necessary, reasonable and documented travel, subject to any ceiling set forth in the bid, will be reimbursed at the current UCS non-judicial employees rates in effect at the time. Items for travel, meals and lodging must be estimated in the bid on the cost statement and must be approved by OCA in advance. All necessary air travel will be by coach. No items will be accepted on invoices without prior notification and approval by OCA. All claims for reimbursement for travel expenses must be accompanied by original receipts. Contractors are not tax exempt for lodging purposes. The current UCS non-judicial/non-employee rates will be used for reimbursement of lodging and meal expenses.

The method of allocating points for total cost will be to award 20 points to the lowest responsible bidder and a percentage of 20 points to each additional responsible bidder equal to the ratio of the low bid to each additional bid. For example: low bid is \$100 = 25 points. Bid #2 is \$125= $100/125 \times 25 = 20$  points.

#### 4. SCOPE OF PROJECT

The Office of Court Administration will evaluate the proposal for the technical/functional consultants to be utilized in the PeopleSoft project. All consultants provided must be highly qualified and of a similar level of competency. Consultants cannot be replaced without the prior approval of OCA. Such approval shall not be unreasonably withheld. Consultants must be capable of performing the duties described below.

1. Assist OCA's Project Management in identification and management of project tasks and activities and coordinate consultant support and administrative activities.
2. Provide implementation assistance for all OCA's modules of PeopleSoft HRMS 8.8, including, but not limited to:
  - Table Setup/Table Loading
  - Data Mapping/Cleansing/Conversion/Migration for use by OCA
  - Prototyping, separate from the production application
  - Building Interfaces to external/legacy systems
  - Integration between PeopleSoft modules and sub-modules
  - System Testing
  - End-User Training
3. Supply functional expertise:
  - Advise the Project Team members on PeopleSoft functionality
  - Provide assistance and guidance in applying OCA's business rules to the software
  - Provide assistance in conversion of existing data
4. Mentor technical staff:
  - Application programming, including but not limited to, PeopleSoft Tools, PeopleSoft Query, SQL/SQR, Portal and Crystal Reports
  - Oracle Database Administration, Version 9.2 during the initial stages of implementation and subsequent performance tuning
  - Standards and documentation creation
  - Multiple security configurations, including, but not limited to, read/write privileges, line responsibility and field-level security access
  - Overview of the data model (system and application models)
  - Migrations, specifically as they relate to creation of new objects and movement of data
5. Self-service Functionality Option

NOTE: As an option, OCA-HR may elect to have the following desired service(s). Accordingly, bidders are required to provide a separate, additional cost factor, should OCA-HR choose to include such functionality option. Information required for the base proposal shall remain consistent for this option. **Failure to provide this option may render bidder's offering incomplete.**

Assist the UCS project team with developing a plan for delivering employee self-service functionality. The initial implementation phase may include minimal self-service functionality to allow changes to select employee personal data.

Developing this initial self-service functionality plan must be priced separately from the other services outlined in this RFP for PeopleSoft HRMS 8.8. The UCS reserves the right not to include this optional segment in the award process.

## 5. PROJECT PARAMETERS

The selected contractor will comply with the terms of the OGS/PSG Computer Consulting Systems Integration and Training Back Drop contract unless otherwise approved in writing by OCA.

The selected contractor's work will be performed primarily at the 25 Beaver Street, New York, NY location. Please note that the OCA computer center is located in Troy, NY. The selected contractor also may be asked to sign in/out on the Consultant Sign In/Out Log (see Attachment F).

The selected contractor must be available to work regular business hours on-site which are Monday through Friday, 9:00 a.m. to 5:00 p.m. Additional time outside of these work hours is not anticipated but provisions to work additional hours, as required, to satisfy the project requirements must be accommodated. The selected contractor will be compensated for the additional time at a fixed hourly rate.

For any travel undertaken during the course of this project, the selected contractor will invoice OCA. The state will reimburse the selected contractor for meals, travel and lodging which has been pre-approved by OCA in accordance with the rules and regulations issued by the NYS Office of the State Comptroller.

For projects which are "Fixed Cap Hourly Project," travel expenses will be included on the monthly invoice during which expenses were incurred.

When responding to this proposal, contractors should note the following twelve state holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day and Christmas Day.

The project is targeted to commence November 1, 2004, and to be completed early in 2006.

If there is a need for a Scope Change to the original project, which will result in an increase to the project's total cost, a Scope Change procedure is in place to provide for such a situation (see below).

Note: Consultant work performed beyond the scope of this project and without prior approval from the NYS Office of the State Comptroller, will not be compensated.

### 5.1 Project Scope Change Procedure

OCA will be limited to authorize project scope changes that do not exceed 20 percent of the original project cost. If the project scope changes significantly exceeding 20 percent of the project cost, the project may be subject to a competitive re-bid process. Project scope changes must be approved in writing by OCA and approved by the NYS Office of the State Comptroller. The selected contractor will not be reimbursed for any unauthorized project scope changes.

The procedure for authorizing Project Scope Changes is as follows:

- The OCA Project Manager works with the selected contractor to define the proposed project change.
- The selected contractor presents the written project change to OCA. This includes maximum cost for the project scope change using the Hourly Cost Statement form (see Attachment E). There can be no increase in rate for the same staff working on the project scope change.
- An assessment is made of project impact including its affect on work previously completed and any changes to the project work plan and staffing resources.
- Resumes of any additional staff as a result of the proposed project scope change is required.

OCA shall provide a written acceptance/rejection of the project scope change to the selected contractor. If the proposed scope change is not acceptable, OCA may choose to modify the original proposed project scope

change and request a new cost estimate by the selected contractor.  
Please note the following:

- Only project scope change estimates approved in writing are authorized and considered to be official changes to the project scope.
- All work performed by the selected contractor which is not authorized in this manner and is not in the official project scope is done at the risk of not receiving compensation for unauthorized work activities.
- Verbal agreements are not binding and do not absolve the selected contractor from satisfying the project requirements and the project work plan of record.

If the project scope change requires additional contractor personnel with expertise beyond the mandatory job titles (i.e., ancillary titles), the selected contractor must initiate the process to add these titles to its back-drop contract as soon as the scope change procedure is begun.



**CONTRACTOR TECHNICAL SKILL LIST**

CONTRACTOR/FIRM NAME: \_\_\_\_\_

JOB CLASSIFICATION/TITLE: &lt;Mandatory or Ancillary Job Classification Title&gt; \_\_\_\_\_

PROPOSED CONSULTANT NAME: \_\_\_\_\_

**NOTE: CANDIDATES WHO DO NOT MEET MINIMUM MANDATORY REQUIREMENTS WILL BE CONSIDERED NON-RESPONSIVE.**

Mandatory Skill or Expertise	Actual No. Of Years of Experience	Dates of Employment	Where Employed
1.			
2.			
3.			
4.			
5.			

**THE FOLLOWING EXPERIENCE IS DESIRABLE BUT NOT REQUIRED:**

Desirable Skill or Expertise	Actual No. Of Years of Experience	Dates of Employment	Where Employed
1.			
2.			
3.			
4.			
5.			

\_\_\_\_\_

Use additional sheets if necessary. Provide a checklist for each proposed candidate.

**CONTRACTOR REFERENCES**

**References:**

**Organization:** \_\_\_\_\_

**Contact:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Type of Implementation:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Organization:** \_\_\_\_\_

**Contact:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Type of Implementation:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CONSULTANT REFERENCES**

**REFERENCES:**

**Name:** \_\_\_\_\_

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

**Position:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

**Position:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**ATTACH ADDITIONAL SHEETS IF NECESSARY**

**FIXED CAP HOURLY PROJECT - PROPOSAL COST STATEMENT**  
**(SERVICES COMPONENT)**

Project Name: \_\_\_\_\_

Project Code: \_\_\_\_\_ Proposal Date: \_\_\_\_\_

Contractor/Firm Name: \_\_\_\_\_

Comments/Instructions: \_\_\_\_\_

1. Only OCA and OSC approved project Scope Changes may justify changes to the established project cost.
2. The State will **NOT** pay “up front” money.
3. The Contractor/Firm may bill the State on a monthly basis for personal services rendered.
4. The Administrative Fee charged by the Contractor applies only to Systems Integration (SI) Projects. This fee may be equally divided across the monthly invoices and must be identified as a separate line item labeled “Administrative Fee”.

**PERSONNEL SERVICES ASSIGNED**

<u>Job Classification/Job Title</u>	<u>Person Hours</u>	<u>Hourly Rate</u>	<u>Total Cost</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
<b><u>SI Administrator Fee (SI Project Only)</u></b>	_____	_____	_____
<b><u>MAXIMUM SERVICES COST:</u></b>	_____	_____	_____
<b><u>MAXIMUM EXPENSE COST:</u></b>	_____	_____	_____
<b><u>TOTAL PROJECT COST:</u></b>	_____	_____	_____

**Do you guarantee that all products and services proposed to be supplied against this Project Definition are in compliance with Y2K warranty outlined herein:**

\_\_\_\_\_ **YES**

\_\_\_\_\_ **NO**

