

1. General Information

1.1. How to Contact the HBITS Team

All correspondence between the HBITS Team and Authorized Users should be submitted through the appropriate dedicated email addresses listed below. No correspondence should be sent to the personal mailboxes of any HBITS Team Member. The specific Task Order Number (if known) should always be referenced in the Subject Line of the email.

Executive Agencies: ogs.sm.hbits.stateagencies@ogs.ny.gov

Nonexecutive Agencies: ogs.sm.hbits.nonexecutiveagencies@ogs.ny.gov

All correspondence between the HBITS Team and Contractors should be submitted through the appropriate dedicated email address listed below. No correspondence should be sent to the personal mailbox of any HBITS Team Member. The specific Task Order Number (if known) should always be referenced in the Subject Line of the email.

Contractors: ogs.sm.hbits.contractors@ogs.ny.gov

1.2. Executive Agency/Non-Executive Agency Identification

1.2.1. Executive Agency

All New York state departments, offices, or institutions but, for the purposes of Award 23311, excludes the State University of New York, NYS Office of the State Comptroller, New York State Education Department, New York State Teachers Retirement System, New York State Office of the Attorney General, the City University of New York and the New York State Insurance Fund. Furthermore, such term shall not include the legislature and the judiciary. For the sake of clarity, the term “Executive Agency” does not include any public benefit corporation, public authority, school district, or local Government Entity.

1.2.2. Nonexecutive Agency

The State University of New York, NYS Office of the State Comptroller, New York State Education Department, New York State Teachers Retirement System, New York State Office of the Attorney General, the City University of New York and the New York State Insurance Fund. Furthermore, such term shall include the legislature, the judiciary and any public benefit corporation, public authority, school districts or local Government Entity.

2. HBITS Process Overview

A breakdown of responsibilities between the Authorized User (also referred to as Agency), the OGS HBITS Team and the Contractors is shown in the table below. Based on the division of responsibility in the table, the process flow shows how Agencies will utilize this Contract and the OGS HBITS Team to obtain hourly-based IT Services from Active Contractors.

Authorized User	OGS HBITS Team	Contractors
<p>Internal Agency approvals, if applicable.</p> <p>Pre-approvals (ITS PTP, DOB B1184), if applicable.</p> <p>Set requirements and specifications for the Position (Form 1).</p>	<p>Assign Task Order Number.</p> <p>Review and finalize initial request (Form 1).</p> <p>Post Form 1 and Sample Form 2 to Active Contractors.</p>	<p>Recruiting and vetting of Candidates; submission of Form 2 and required documents.</p>
	<p>Form 2 Completeness Check.</p> <p>Forward eligible Contractor responses to Authorized User.</p>	
<p>Candidate scoring and interviews (Form 3A, 3A Summary, 3B, 3B Summary).</p> <p>Form 2A Selected Candidate Certification for procurement record.</p> <p>Authorized User Checklist (optional).</p> <p>Note: Authorized Users must independently verify the citizenship status, work experience, and education of HBITS candidates and current HBITS employees.</p>		
<p>Onboarding (Final hiring authority).</p> <p>Notify Contractor and OGS of Selected Candidate and provide Onboarding Information.</p>		
<p>Initiate Purchase Order.</p>		
<p>Certification of Selected Candidate Time Sheets.</p>		<p>Invoice Authorized Users (OGS no longer responsible for Executive Agency payments).</p>
<p>Contractor Payment (OGS no longer responsible for Executive Agency payments).</p>		<p>Submit to OGS: Quarterly Sales Reports.</p> <p>MWBE Monthly Sales Reports.</p> <p>SDVOB Quarterly Sales Reports.</p> <p>Quarterly Administrative Fee Payments.</p>

Authorized User	OGS HBITS Team	Contractors
Selected Candidate Evaluation (Form 4). Candidate Replacements, Extensions, Cancellations (Form 5). Authorized User Issue Form (Form 6).	Receive, and track Contractor performance feedback from Authorized Users; Communicate feedback to Contractors; Facilitate potential Contractor meetings.	

3. Authorized User Identifies Need for Position(s)

When a need for an Hourly-Based IT Position is identified, Authorized Users are required to obtain the necessary internal/control Agency approvals prior to initiating the HBITS Process. They must then identify the Job Title and Skill Level of the Position utilizing Attachment 7.

3.1. Agency Pre-Approval Requirements

The Authorized User is responsible for obtaining the necessary approvals prior to initiating the HBITS Process.

- Internal Agency (Management) Approval
- New York State Office for Technology “Plan to Procure” (PTP) Approval (if applicable)
- New York State Division for the Budget (if applicable)

4. Initiating Task Order Requests

4.1. Form 1: Task Order Request Form

The Authorized User will initiate the process of obtaining an hourly-based IT Position(s) by completing a Form 1: Task Order Request Form (Form 1). This document shall be considered the document of record and may not be altered in any way. This document and detailed instructions will be located on the OGS Website.

4.2. Task Order Request Submission

New Task Order Requests shall be submitted via email to the appropriate OGS HBITS Email Address listed in Section 1.1 of this document. The Subject Line of the email should annotate “New HBITS Request”. Multiple Task Order Requests must not be submitted in the same email.

The Form 1 must be completed in its entirety and labelled “FORM 1”. The Form 1 document and detailed instructions for its completion will be located on the OGS Website. The following documents must be submitted to the OGS HBITS Team when requesting a new Task Order:

4.2.1. Form 1

The Form 1 must be completed in its entirety in a Microsoft Excel document labelled “FORM 1”. The Form 1 document and detailed instructions for its completion will be located on the OGS Website.

4.2.2. Form 1A Agency Contact Information

The Agency Contact Information chart must be completed in its entirety in a Microsoft Word document labelled “Form 1A CONTACT INFORMATION”. This document will be located on the OGS Website.

4.3. Position Requirements

4.3.1. Number of Positions

A maximum of five (5) Positions are allowed per Task Order Request.

4.3.2. Number of Responses

The Authorized User may request a maximum of two (2) responses be submitted per Active Contractor, per Position requested.

4.3.3. Engagement Duration and Extension

The initial term of Engagements under the Contract shall be a minimum of 2 months and a maximum of 36 months in length. Engagements begin on the first working day of a successful placement (Onboarding Date) and end after the number of months of the Engagement as stated on the Form 1.

Authorized Users may extend an individual Engagement, by submitting a Task Order Modification Request (Form 5) to the OGS HBITS team. An extension of up to 24 months beyond the original Engagement term is allowed. Under no circumstances shall the duration (initial term plus any extension) of an Engagement exceed 60 months.

Authorized Users are required to submit the request for engagement extension 30 days prior to the original end date. Authorized Users are required to obtain the necessary internal/control Agency approvals for any extension.

If a Contractor or Candidate is unwilling to extend an engagement, then the Authorized User must adhere to the original end date.

4.3.4. Mandatory Qualification

4.3.4.1. Job Title

The Job Title and corresponding description represents the Mandatory Qualification for a Position and may not be changed or modified. The Job Titles and corresponding descriptions are listed in Attachment 7 – Job Titles, Skill Levels, Regions.

4.3.4.2. Skill Level

The Skill Level and corresponding number of months' required experience represents the minimum experience required to pass the Mandatory Qualification review. The Skill Levels are defined in Attachment 7 – Job Titles, Skill Levels, Regions.

4.3.4.3. Requested Qualifications

The Authorized User will define additional qualifications for the requested Position(s). The experience required shall be indicated in number of months.

4.3.4.4. Geographic Region

There are three (3) home base geographic regions defined. The geographic regions are defined in Attachment 7 – Job Titles, Skill Levels, Regions.

4.3.4.5. Hourly Bill Rates

The rates proposed on Attachment 1 – Financial Proposal shall become the Contractor's Not-to-Exceed Bill Rates. Contractors will propose a competitive Bill Rate when submitting a Form 2: Candidate Response Form in response to a Task Order. When a Candidate is selected, the actual Bill Rate will be the rate that the successful Contractor originally proposed in its Form 2 submission.

5. Task Order Number Assignment

Upon receipt of a new Task Order Request from an Authorized User, the OGS HBITS Team will assign a unique HBITS Task Order Number as outlined below. The OGS HBITS Team will send a Confirmation to the original request, updating the Subject Line to include the assigned Task Order Number.

An Authorized User shall make no modifications to the initial Task Order Request email or any of its Attachments until a Task Order Number has been assigned and the Confirmation received.

5.1. Task Order Numbering

Upon receipt of new Task Order Requests, a unique identifying number will be assigned by the OGS HBITS Team. The Task Order Number will begin with "HBITS", followed by the two (2) digit "Contract Year", followed by a five (5) digit sequential number beginning with "1XXXX" (so as to distinguish the Task Orders under this Award 23311 from any prior Award).

HBITS- XX <Contract Year> - 1XXXX <Sequential Number>

HBITS-01-10000, HBITS-01-10001, etc.

6. Task Order Review

The OGS HBITS Team will review the Form 1 to validate the data fields, to ensure compliance with Contract terms and conditions and to finalize the Form 1.

6.1. Suggested Edits

During the Form 1 review, the OGS HBITS Team may make suggested edits to the Form 1. An email will be sent to the Authorized User with an edited document attached. The Authorized User shall only use the edited document when making the suggested edits. An Authorized User may choose not to accept the suggested edits, however, this determination should be made in accordance with the Authorized User's own internal policies and procedures.

Once an Authorized User has completed making their edits, all comments and/or tracked changes must be removed, the file renamed per the instructions provided in the email, and the final Form 1 returned to the OGS HBITS Team.

6.2. Finalize Task Order

Once the OGS HBITS Team has determined that the Form 1 complies with the Contract terms and conditions, the Form 1 will be finalized by the OGS HBITS Team.

6.3. Task Order Cancellation

See Section 7.9 below.

6.4. Posting Requirements

The OGS HBITS Team will distribute to all Active Contractors a finalized Form 1, a Sample Form 2 for use in submitting a Candidate for the Position(s), and the due date and time for the responses. The information on the Sample Form 2 is populated by the OGS HBITS Team using key information found on the Form 1. The Sample Form 2 is provided for convenience only, and if there are any discrepancies between the Form 1 and the Sample Form 2, the Form 1 is the prevailing information that must be used. Authorized Users will be notified by the OGS HBITS Team of the due date and time for submissions.

7. Candidate Submission

7.1. Form 2: Candidate Response Form

The Form 2 shall be used by Active Contractors to submit Candidates for requested Positions. In addition to the information from the Form 1, the information to be provided on this form by the Active Contractors includes, but may not be limited to the following:

- Contractor Name and contact information
- Candidate Phone #
- Candidate E-mail
- Candidate Eligibility to Work in US
- E-Verification Confirmation case result is “Employment Authorized”
- Pre-Interview Date
- Anticipated Candidate absences
- Proposed Candidate availability for interview dates
- Verification that the Candidate is not subject to any non-compete agreements, or that the Contractor agrees that any non-compete agreements will not be enforced against the Candidate for purposes of this Contract
- Previous Work History Verification
- Background Check
- Educational Credential(s) Verification
- Candidate Employment Status
- Subcontractor Name (if applicable)
- Proposed Hourly Bill Rate (not to exceed the Contractor’s NTE rates posted on the OGS Website)
- Detailed Description of how the proposed Candidate meets the Mandatory Qualification, including name of employers, start and end dates of each employment, references, list job duties for the experience listed on the Form 2, explaining how it relates to the position requirement
- Detailed Description of how the proposed Candidate meets each of the Requested Qualifications, including name of employers, start and end dates of each employment, references, list job duties for the experience listed on the Form 2, explaining how it relates to the position requirement
- Valid References (Name, Company, Phone #, Email)
- Verification that the Candidate meets the additional requirements stated on the Form 1
- Contractor Certification

7.2. Candidate Response Requirements

Active Contractors must validate all the following requirements at the time of submission of the Candidate to the Authorized User. The Active Contractor will be responsible for the truthfulness and accuracy of each

proposed Candidate's work history, resume, technical skills, certifications, educational credentials, references and all other information presented to the OGS HBITS Team for review. Failure to present truthful and accurate information will result in the rejection of the Candidate and/or the completion of an Authorized User Issue Form (Form 6) as described in Section 7.10 and may result in a referral to the State Inspector General, the Attorney General, or other law enforcement agency. Furthermore, OGS reserves the right to suspend any or all activities under this Contract, at any time, if information calls into question the responsibility of Contractor as described in Section 6.28 of the Contract. Failure to comply may result in a finding of non-responsibility, termination pursuant to Section 43 of Appendix B, remedies for breach pursuant to Section 48 of Appendix B, and/or enforcement proceedings as allowed by the Contract and applicable law.

7.2.1. Eligibility to Work

Contractors must validate that the proposed Candidate is eligible to work in the US.

1. The Contractor certifies that it will maintain for each employed Candidate a properly completed Form I-9 as required by law and shall include in related subcontracts a requirement that sub-contractors performing work or services pursuant to the Contract will maintain for each employed Candidate a properly completed Form I-9 as required by law.
2. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired by the Contractor during the Contract term. Also, Contractor shall include in related subcontracts a requirement that sub-contractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the sub-contractor during the Contract term.
3. The Contractor or sub-contractor shall verify the employment eligibility and work authorization status of each employed Candidate assigned under this Contract on an ongoing basis throughout the duration of the applicable Task Order. If an employed Candidate's authorization to work in the United States is scheduled to expire during the term of the Engagement, the Contractor or sub-contractor shall:
 - a. initiate reverification prior to expiration; and
 - b. use best efforts to provide sixty (60) calendar days' written notice to the State and applicable Authorized User if a Candidate will not be able to complete the term of a Task Order for any reason. Information regarding employment eligibility and work authorization status should not be shared with an Authorized User or included in such notice.
4. For Candidates assigned under this Contract that are independent contractors of Contractor or a sub-contractor, the Contractor or sub-contractor shall:
 - a. collect a signed attestation from the independent contractor Candidate that such individual is authorized and eligible to work in the United States; and
 - b. provide a signed attestation to OGS and the Authorized User that the Contractor or sub-contractor has no knowledge that the independent contractor Candidate is not authorized or eligible to work in the United States.
5. Upon request, the Contractor or sub-contractor shall provide the Authorized User with written certification of compliance with this clause. Contractor shall not transmit copies of Form I-9 or any personal identification documents for any Candidate.

6. Failure to maintain such compliance may constitute a material breach of the Contract or finding of non-responsibility and may subject Contractor to suspension, termination, disqualification from further participation in the HBITS contract or other remedies.

Authorized User shall not include requirements in the Task Order that the Candidate be a US citizen or have a particular legal status or that the Contractor identify whether the Candidate is a US citizen or has a particular legal status unless the Authorized User has determined that it has a valid legal basis for such restriction and has documented such basis in its procurement record.

The Authorized User shall not request, collect, or retain any Governmental identification such as Green Card, Visa, or Passport numbers. The Authorized User may request a form of identification to confirm a Candidate's identity prior to building entry for interview or when reporting to work after being selected for a Task Order when such requirement is generally applicable to employees and independent contractors.

OGS reserves the right to amend this provision to adhere to the requirements of State and Federal law.

7.2.2. Pre-Interview

Active Contractors must interview each proposed Candidate and verify their qualifications prior to presenting a Candidate. This pre-interview must be held between the date the Task Order was posted to the Active Contractors and the due date for responses. Form 2s that do not include a verifiable date that falls between these dates will be rejected and not considered during the preliminary review performed by the OGS HBITS Team. The Active Contractor will be notified accordingly.

7.2.3. Candidate Employment Status

Active Contractors must identify if the proposed Candidate will be a Direct Employee of the Contractor, an Independent Contractor, or a Subcontractor(s) Employee. If the Candidate is a Subcontractor(s) Employee, the Contractor must provide the approved Subcontractor name.

The Employment Status must be identified. Form 2s that do not indicate the Candidate Employment Status and the Subcontractor information (if applicable) will be rejected and not considered during the preliminary review performed by the OGS HBITS Team. The Active Contractor will be notified accordingly.

7.2.4. Anticipated Absences

Active Contractors must identify any dates that the proposed Candidate will be unavailable during the duration of the Engagement, including absences relating to work Visas.

7.2.5. Contractor Certification

By submitting a Candidate, Active Contractors are certifying that they have verified the previous employment of the Candidate by calling prior employers to verify dates of employment and documenting such information.

7.3. Candidate Submission

7.3.1. Due Date and Time

For a Candidate to be considered, Active Contractors must submit the Form 2 to the OGS Contractors Mailbox (ogs.sm.hbits.contractors@ogs.ny.gov) in a manner determined by the OGS HBITS Team. The OGS HBITS Team will accept the Form 2 by 5:00 PM EST on the seventh Business Day after the Form 1 is posted to the Contractors for response (exclusive of the day of transmission to the Contractors).

Form 2s received after the due date and time will be rejected and not considered during the preliminary review performed by the OGS HBITS Team. The Active Contractor will be notified accordingly.

When submitting a Form 2, Active Contractors are required to submit the Candidate's resume and any supplemental documentation as listed in the Requested Qualifications of the Form 1 and Sample Form 2. If the Active Contractor did not attach a resume or valid identification with their Form 2 submission, upon request of the OGS HBITS Team, the Active Contractor must provide this documentation by Close of Business (5:00 PM EST) on the day of request, otherwise the Form 2 submission will be rejected as incomplete. If the Active Contractor did not attach supplemental documentation with their Form 2 submission, upon request from the Authorized User, the Active Contractor must provide this information within two (2) Business Days, otherwise the candidate may be withdrawn from consideration by the Authorized User.

7.3.2. Duplicate Submissions

In the event where two (2) or more Active Contractors submit the same Candidate for the same Position, the Candidate shall only be considered by the Active Contractor with the lowest Hourly Bill Rate for the Position. The Candidate will be released from consideration for the Active Contractors with the higher Hourly Bill Rate for the Position and those Active Contractors will be notified accordingly. Under no circumstance will those disqualified Active Contractors be permitted to resubmit a new Candidate.

The OGS HBITS Team reserves the right to reach out to the Active Contractor with the lowest Hourly Bill Rate for written proof that a Candidate gave the Active Contractor or Subcontractor permission to submit their name for the Position. Failure to provide adequate proof of permission to submit may result in the release of the Candidate submitted by the Active Contractor with the lowest Hourly Bill Rate and consideration will be given to the Candidate submitted by the Active Contractor with the next lowest Hourly Bill Rate.

7.3.3. Additional Submission Requirements

Active Contractors shall not submit the same Candidate for another HBITS Position until such Candidate is released from consideration by the OGS HBITS Team. However, if after five (5) Business Days the Active Contractor has not been notified that the Candidate has been selected for an interview, the Candidate will be deemed released and the Active Contractor may resume submitting the Candidate for other HBITS Positions. Candidates who have been selected for an interview shall not be deemed released until a selection has been made. If an Active Contractor submits a Candidate who does not meet the conditions above, the Candidate will be rejected and not considered during the preliminary review performed by the OGS HBITS Team. The Active Contractor will be notified accordingly.

Active Contractors shall not submit a Candidate who is already placed on an existing Task Order with the same Job Title and Skill Level unless the current Engagement is set to expire within sixty (60) calendar days; or the Selected Candidate in the existing Position gives a minimum of thirty (30) calendar days' notice to the existing Authorized User. In the case of the latter, the onboarding date may not occur before the thirty (30) calendar days is up. However, an Active Contractor may submit a Candidate who is already placed on an existing Task Order if the Job Title and Skill Level of the new Position represent a higher Hourly Bill Rate than the existing Task Order. If an Active Contractor submits a Candidate who does not meet the conditions above, the Candidate will be rejected and not considered during the preliminary review performed by the OGS HBITS Team. The Active Contractor will be notified accordingly.

Active Contractors shall only submit the number of Candidates allowed as specified in the Form 1. If the number of submissions exceeds the allowable amount, the additional Candidates will be rejected and not

considered during the preliminary review performed by the OGS HBITS Team. The Active Contractor will be notified accordingly.

7.4. Preliminary Form 2 Completeness Check

Once the Candidate responses have been received, the OGS HBITS Team will perform a preliminary Form 2 completeness check to determine the Candidates who are deemed eligible to continue to the Authorized User evaluation process. The OGS HBITS Team's preliminary completeness check shall consist of the following:

- Verifying the Contractor's response was received before the due date/time
- Verifying the number of Contractor responses was not exceeded
- Identifying duplicate candidate submissions
- Form 2 completeness

The OGS HBITS Team must make this determination and forward the eligible Candidates to the Authorized User within three (3) Business Days.

Each criterion is described below:

7.4.1. Eligible Candidates

Candidates who meet all the preliminary Candidate review requirements will be considered eligible and forwarded to the Authorized Users for consideration. The OGS HBITS Team will notify the Active Contractors of their Candidates' status.

7.4.2. Mandatory Qualification

Active Contractors shall provide a detailed description of how the proposed Candidate meets the Mandatory Qualification and how the proposed Candidate gained the experience. This description should not include a cut and paste of the defined Mandatory Qualification but should be very specific. This shall include the name(s) of the employer(s), start and end dates of each employment, and any other applicable information. Start and end dates must include, at minimum, the month and year(s) of employment. Candidates who do not adequately describe how the Mandatory Qualification is met will be released by the Authorized User from further consideration and the Active Contractor notified accordingly.

7.4.3. Requested Qualifications

Active Contractors shall provide a detailed description of how the proposed Candidate meets each Requested Qualification and how the proposed Candidate gained the experience. This description should not include a cut and paste of the defined Requested Qualifications but should be very specific. This shall include the name(s) of the employer(s), start and end dates of each employment, and any other applicable information. Start and end dates must include, at minimum, the month and year(s) of employment.

Authorized Users may award partial points if a Candidate is within 3 months of the requested experience. For example, if a Requested Qualification is 84 months' experience with JavaScript, and the Candidate has 81 months' experience, the Candidate may receive 30% of the total points for that qualification. If the Candidate is more than 3 months' away from the required experience, they will receive no points for that qualification. If the Candidate has more than the requested 84 months' experience, they receive the maximum points for that qualification.

Candidates who do not meet the minimum number of months' required experience defined in the Requested Qualification, or who do not adequately describe how the Requested Qualification is met for at least 60% of the total 50 points available will be released from further consideration by the Authorized User and the Active Contractor notified accordingly.

8. Authorized User Candidate Selection Process

Once the Authorized User receives the Form 2s for the eligible Candidates from the OGS HBITS Team, the Authorized User must complete the following. The below chart summarizes this process:

Who	Action	Business Days	Forms
Authorized User	Performs Technical Evaluation using Candidate Form 2s, resumes, and other required documents as listed on Form 2, and assigns a Requested Qualifications Score (up to 50 points)	1-5	3A 3A Summary
	Determines Candidates to interview		
	Release Candidates not selected for interview		
	Schedules interviews (minimum based on # of Positions)		
Authorized User	Conducts interviews to validate initial score of Requested Qualifications and assigns an Interview Score (up to 20 points).	2-5	3B 3B Summary
	Selects Candidate with the highest combined Technical and Cost score.		
Authorized User	Authorized User Checklist (optional)	10	Onboarding
	Authorized Users must independently verify the citizenship status, work experience, and education of HBITS candidates and current HBITS employees		
	Form 2A Selected Candidate Certification		
	Works with Contractor to Onboard Selected Candidate		
	Notifies OGS HBITS Team of onboarding details		
	Release all Candidates not selected		
	Retains all Forms for Procurement Record		
	Performs all Candidate Placement Requirements and finalizes the onboarding of the Selected Candidate.		

8.1. Technical Evaluation

Upon receipt of the eligible Candidates from the OGS HBITS Team, the Authorized User will evaluate each Candidate response to determine which Candidates will be interviewed. The Form 2, resume, and other required documents as listed on Form 2 may be used during the technical review. The Authorized Users shall make this determination within five (5) Business Days and provide the Candidates' status (interview requested or to be released) to the Active Contractors. If the Contractor has not been notified within five (5) Business Days of their Candidates' status, the Candidates will be deemed released.

The Authorized User reserves the right to reject all the eligible Candidates provided. The Authorized User will notify the OGS HBITS Team if they wish to cancel, and the OGS HBITS Team will notify the Active

Contractors that their Candidate has been released from further consideration by the Authorized User due to cancellation.

8.1.1. Form 3A: Authorized User Technical Evaluation Form

The Agency must score all Eligible Candidates using Form 3A: Agency Technical Evaluation Form (Form 3A). This document will be located on the OGS Website.

Only the Form 2, resume, and other documents listed in the Requested Qualifications Section of Form 2 shall be used for scoring purposes. No other documentation submitted with the Form 2s shall be used for technical evaluations.

The Technical Evaluation is worth a total of 50 Points. Each Requested Qualification shall be assigned a points value of zero, Satisfactory, Meets Qualification or Exceeds Qualification. Comments must be entered on the Form 3A whenever Zero Points or Max Points is assigned. Authorized Users are encouraged to create an evaluation tool to pre-determine what criteria will be used when assigning points values to ensure that all Candidates are evaluated equally. The 3A Comments should reflect the criteria on the Authorized User's evaluation tool.

If the Authorized User declines to consider a Candidate for any reason, it must be documented in detail on the Form 3A Summary. This may include, but is not limited to:

- Previously onboarded Candidate that was terminated for poor performance
- Candidate appears on agency's Staff Exclusion List or similar
- Candidate has committed serious or repeated acts of fraudulent behavior (e.g. misrepresenting qualifications, credentials, or identity)

8.1.2. Form 3A Summary: Authorized User Technical Evaluation Summary

Once 3As have been completed, the candidates must be summarized on a Form 3A Summary: Authorized User Technical Evaluation Summary (3A Summary). This document will be located on the OGS Website.

The Candidates must appear in Total Score ranking order from highest to lowest. The Authorized User will also identify whether the Candidate is being selected for an interview.

When determining which Candidates will be interviewed, the Authorized User must not skip higher scoring Candidates to interview lower scoring Candidates. In addition, if selecting a Candidate for interview that has the same score as other Candidates, all Candidates with that score must be interviewed. The Authorized User must make every effort to interview the top scoring candidates in accordance with the chart below:

Number of Positions requested on Form 1	Minimum number of Candidates to interview
1	3
2	5
3	6
4	8
5	10

If an Authorized User determines that the Candidates provided do not meet their needs, they may choose to cancel the Task Order at this stage by submitting a Form 5 to the OGS HBITS Team.

8.2. Interview Evaluation of Qualified Candidates

The Authorized User shall conduct Candidate interviews to determine the Candidate qualifications. The Authorized User shall work directly with the Active Contractor to schedule and confirm Candidate interviews.

The format (in-person, webcasting, etc.) and parameters (skills test, recording, etc.) of the Candidate interview are at the discretion of the Authorized User. Authorized Users should consider their internal agency policies when determining the content of the interview.

The Authorized User must attempt to interview ALL Candidates selected for an interview at the 3A scoring stage.

If webcasting technology is used by the Authorized User for interviewing prospective Candidates, the webcasting must be of a quality of audio and video that the Candidate can be clearly identified.

Candidates will be required to have a government issued photo ID (the form of the photo ID is at the discretion of the reviewing Authorized User) available for viewing at the call.

Falsification or use of another person's documentation at this time for this purpose may constitute fraud on the part of the individual Candidate, the Subcontractor and/or the offering Contractors.

Candidates must reply to questions directly without assistance. If ADA requirements apply, notification must be made no less than 3 working days in advance of the interview.

Failure to meet any of these provisions may result in an immediate termination of the interview and/or a Post Technical Evaluation rating of zero.

8.2.1. Form 3B: Authorized User Interview Evaluation Form

The Authorized User must score all Candidates who are actually interviewed using Form 3B: Authorized User Interview Evaluation Form (Form 3B). This document will be located on the OGS Website.

Other documentation received by the Authorized User (i.e. educational credentials, background checks, certifications, etc.) upon request from the Contractors may be used at this stage.

The Interview Evaluation is worth a total of 20 points. The criteria for the Interview Evaluation are located directly on the 3B Form. During the interview, the points values assigned to the Requested Qualifications in the Technical Evaluation (50 points maximum) should be validated by the Authorized User and modified accordingly. Comments must be entered on the Form 3B whenever Zero Points or Max Points is assigned. The Requested Qualifications Score plus the Interview Score shall be added together to obtain the Total Technical Score for the Candidate.

Candidates who are not actually interviewed will receive a Total Technical Score of zero. Completion of a Form 3B is not required for these Candidates, however, in lieu of a 3B, the reason for the zero score should be documented in the Authorized User's procurement record. An interview may not have been conducted for one of the following reasons:

- Contractor/Candidate was not responsive to interview request (Not Responsive)
- Candidate no longer available (Not Available)
- Candidate declined to interview (Declined Interview)
- Candidate did not attend scheduled interview (No Show)

8.2.2. 3B Summary: Authorized User Interview Evaluation Summary

Once all interviews have been conducted, the Candidates must be summarized on a Form 3B Summary: Authorized User Interview Evaluation Summary (3B Summary). This document will be located on the OGS Website.

All Candidates must appear in Total Technical Score ranking order from highest to lowest. All Candidates who were interviewed must be included by entering “**No**” in the Candidate Selected Column. All Candidates scoring a zero due to no interview being conducted must be included by entering a “**No - <Enter Reason from above shown in parentheses>**” in the Candidate Selected Column.

If an Authorized User determines that the Candidates Selected for Interview are unable to meet their needs, they may choose to take one of the following actions:

- Cancel the Task Order entirely via Form 5; or
- Reach out to Candidates who were previously released as Not Selected for an Interview. If this method is chosen, the Authorized User must reach out to those Candidates in total score ranking order from highest to lowest and revise the 3A Summary.

8.2.3. Cost Methodology

The application of the Cost Methodology will be based upon the Hourly Bill Rate of the Position and the number of Positions sought. To determine this, the OGS HBITS Team will take the total number of responses received and subtract out the number of responses rejected, the number of duplicate submissions, the number of Candidates not passing the Mandatory Qualification and the number of Candidates not passing at least 60% of the Requested Qualifications to determine the number of valid responses.

The Authorized User will complete a technical evaluation of the valid responses as outlined below. After the technical evaluation has been completed, the pricing of all eligible Candidates will be evaluated. The lowest proposed Hourly Bill Rate will receive a full 30 points, and the highest proposed Hourly Bill Rate will receive 0 points. The remaining submissions will be awarded points on a linear scale between 0 and 30 reflecting their price in comparison with the lowest and highest priced Candidates.

8.2.4. Composite Technical and Financial Score

The Authorized User will combine each Contractor’s Technical and Financial scores. The Candidate with the highest combined Technical and Financial score will be identified as the selected Candidate. The Authorized User will identify the highest scoring Candidate as the selected Candidate by entering “**Yes**” in the Candidate Selected Column of the 3B Summary.

If the Authorized User declines to onboard the Selected Candidate for any reason, it must be documented in detail on the Form 3B Summary. Such occurrences may include, but are not limited to:

- Selected Candidate fails a Background Check
- Governmental Identification documents did not match
- References provided were unsatisfactory or unreachable
- Candidate’s work history, education credentials, or other certifications could not be verified

8.3. Candidate Selection

The Authorized User shall select the highest scoring Candidate and provide the Contractor with an Onboarding Notification that contains, at minimum, the following information.

- Task Order Number:
- Authorized User Name: (Agency responsible for the payment of the Task Order)
- Contractor Name:
- Candidate Full Name:
- Candidate Start Date: (*Actual Start Date*)
- Length of Engagement: (*From Form 1*)
- Hourly Bill Rate:
- OC Transaction # (if applicable):

The Authorized User shall also provide the onboarding information to the OGS HBITS Team. A revised Onboarding Notification shall be submitted if there are any corrections to the information provided or if the Candidate Start Date has changed.

The proposed Selected Candidate must be able to report to the Engagement within ten (10) Business Days from notice of selection, unless otherwise approved by the Authorized User. The Authorized User (not the OGS HBITS Team) has the final hiring authority of all Candidate placement requests. The Authorized User shall work directly with the Active Contractor to finalize all Candidate onboarding information. The Authorized User shall notify the OGS HBITS Team via email of the onboarding details for their records. Onboarding information can be supplied within the email or by providing a copy of an onboarding letter that was sent to the Contractor.

In the event of a successful placement of a Selected Candidate by an Active Contractor, the Authorized User shall not renegotiate the terms and conditions of the Contract (with the exception of the Hourly Bill Rate) with the Active Contractor or the Candidate.

If the Selected Candidate does not report to the Engagement, the Contractor is not eligible to submit a replacement Candidate.

8.3.1. Debriefing

Authorized Users should conduct any Task Order debriefing request or bid protest in accordance with its agency's procurement policy or ordinary course of business.

9. Candidate Placement Requirements

Prior to Candidate placement with an Authorized User, the Active Contractor must comply with the requirements of herein for each proposed Candidate. The Active Contractor's agreement to comply with the provisions of this section is a material representation of fact upon which reliance was placed when the OGS HBITS Team conducted their Form 2 completeness check of the Candidate Form 2s and when the Authorized User determined to enter into an Engagement with the Active Contractor. Active Contractors acknowledge responsibility for ensuring that these provisions are fully complied with by all Subcontractors. The Active Contractor must provide this information in a form and manner requested by OGS.

9.1. Eligibility to Work

Active Contractors must ensure that all Candidates are legally authorized to work in the United States.

9.2. Availability for Interview

The Authorized User will provide timeframes to the Active Contractor for Candidate interviews. Active Contractors must make all reasonable efforts to accommodate the interview schedule of the Authorized User.

The Authorized User reserves the right to conduct an interview in person, via the Active Contractor's Webcasting technology or other method of interview at their discretion at no cost to the State.

9.3. Background Check

Active Contractors must perform an industry standard criminal history background check at Contractor's expense, and all appropriate screening practices must be completed prior to a Candidate's official start date. The Authorized User must request a copy of the background check results from the Contractor and must review the background check results prior to approving the Candidate. Contractor must provide this document within two (2) Business Days of request. Background checks completed more than four months prior to a Candidate's official start date must be updated, at Contractor's expense, prior to the official start date.

If Active Contractors are unable to determine a Candidate's fitness due to the results of a criminal history/security background check, Active Contractors must forward a description of the results to the Authorized User for review and determination. Such review and determination by the Authorized User must be conducted in accordance with Correction Law Article 23-A. In conducting a criminal history/security background check, the Active Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. If it is later determined that the Active Contractor knowingly rendered a false positive determination of a Candidate's fitness, failed to conduct a criminal history/security background check, or failed to reasonably interpret the results in confirming a Candidate's fitness to perform duties under the terms of the Contract, in addition to any other remedies available to the OGS HBITS Team and the Authorized User, the Authorized User may terminate the Candidate placement for cause.

9.4. Education Credential Verification

An Authorized User may request a higher level of degree as a qualification of the placement. For those Candidates who obtain an educational credential from a foreign institution, defined as institutions residing outside the United States, the credential must be verified by a company approved by the New York State Department of Civil Service

(<https://www.cs.ny.gov/jobseeker/degrees.cfm>). The Authorized User must request a copy of such verification for their procurement record from the Contractor. Contractor must provide this document within two (2) Business Days of request.

9.5. Selected Candidate Certification (Form 2A)

An Authorized User must obtain an executed Form 2A Selected Candidate Certification prior to Selected Candidate onboarding. The Form 2, resume, and any supplemental documentation submitted by the Contractor for the referenced task order on Form 2A shall be provided to the Selected Candidate for their review prior to signing. The Authorized User must retain this signed document for their procurement record.

9.6. Authorized User Checklist

As a best practice, an Authorized User may complete an Authorized User Checklist prior to Selected Candidate onboarding and retain a copy for their procurement record. As a courtesy, OGS has created a sample checklist for Authorized Users that can be used at their discretion. If an Authorized User does not use the sample checklist, they are encouraged to use their own checklist.

10. Requirements During the Engagement

The Authorized User must inform the Contractor of the Candidate's direct supervisor and/or the person responsible for signing the Candidate's timecard.

The Authorized User is responsible for the provision of reasonable office space, utilities, janitorial services, security, work-related telephone service and furniture (desks, chairs, worktables) necessary for the Candidate's performance of services. The Authorized User will also provide forms, equipment, including necessary computer hardware and software, and supplies necessary for the Candidate to complete the tasks associated with the Engagement.

The Authorized User must provide all workplace rules to the Candidate. This includes, but is not limited to, the following: Time and attendance policy, timecard submission, building access procedures, request for leave, computer/phone usage guidelines, and other agency policies (such as Drug-free Workplace Policy Statement, Workplace Violence Policy, and smoking policy).

If an Authorized User deems a Candidate unfit to perform the tasks of a Position after the Candidate start date, the Authorized User must notify the Contractor in writing and may result in that Candidate's termination under the engagement.

Any and all Candidate absences, such as vacation days not previously identified during the Task Order Request process, must have the prior approval of the Authorized User.

The Authorized User must indicate the manner in which it requests knowledge transfer to occur from the Candidate to the Authorized User's staff.

The Authorized User must indicate any training that the Candidate must attend.

The Authorized User must indicate to the Candidate, any change in working hours not previously specified during the Task Order Request process.

The Authorized User shall advise the Contractor and Candidate of the means by which time worked must be recorded and the Authorized User retain copies of such records in accordance with its record keeping policies.

The Authorized User shall be responsible for validating the time worked for each Candidate using its internal records.

10.1. Hourly Bill Rate

The rates in effect at the time a Form 1 is posted to the Contractors for response are Not-to-Exceed Bill Rates. The Hourly Bill Rates submitted with a Contractor's Form 2 shall not be changed and shall remain in effect for the duration of the evaluation process. After the final composite technical and cost scores have been assigned, the Authorized User reserves the right to negotiate lower pricing for their Selected Candidate. The final negotiated Hourly Bill Rate shall remain the same for the duration of the Engagement.

10.2. Payment to Selected Candidates

Contractors are responsible for ensuring that Selected Candidates are paid no later than fifteen (15) Business Days after Contractor receives payment from the Authorized User, whether the Selected Candidate receives payment directly from Contractor or through a Subcontractor. The OGS HBITS Team reserves the right to undertake additional steps as it deems necessary to enforce this requirement. For any instances in which it discovers that Selected Candidates are not being paid within this timeframe, the

OGS HBITS Team will complete an Authorized User Issue Form (Form 6), which will be factored into the Annual Contractor Evaluation score.

10.3. Change in Selected Candidate's Eligibility to Work

Contractor must ensure that all Selected Candidates are legally authorized to work in the United States throughout the term of the Engagement. If a Contractor fails to properly identify a Selected Candidate's employment status, the Authorized User may terminate the Selected Candidate's placement for cause.

10.4. Change in Selected Candidate's Fitness to Perform

Contractor must provide immediate written notice to the Authorized User if at any time during the Engagement, the Active Contractor learns that its determination of a Selected Candidate's fitness to perform the duties under the terms of the Contract was erroneous or has changed by reason of changed circumstances.

10.5. Selected Candidate's Education Credentials

Contractor must retain a Selected Candidate's proof of degree equivalency for the term of the Engagement.

10.6. Requirements for Federally Funded Placements

As a condition of placements made with Authorized Users using Federal funds, a Contractor must agree to all terms and conditions contained in this section. Authorized Users must be obligated to identify its use of Federal funds in the Requisition Form.

Upon request by the Authorized User, the Contractor agrees to provide a written document stating compliance with Federal Executive Order 11246, the Copeland "Anti-Kickback Act" (18 USC 874), Section 508 of the Federal Clean Air Act, Section 306 of the Federal Clean Water Act. This document must also certify that neither the Contractor nor its principals are debarred or suspended from Federal financial assistance programs and activities and to complete and return in pursuit of such certification any appropriate form required by the Authorized User (see Federal Executive Order 12549 and 7 CFR Part 3017).

The Contractor agrees to comply with the provisions of Section 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub.L.100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). By accepting this Engagement, the Contractor certifies that it will provide a Drug Free Workplace by implementing the provisions at 29 CFR 94, pertaining to the Drug Free Workplace. In accordance with these provisions, a list of places where performance of work is done in connection with this specific Engagement will take place must be maintained at your office and available for Federal inspection.

Section 1352 of Title 31 of the U.S. Code requires that funds appropriated to a Federal agency be subject to a requirement that any Federal Contractor or grantee (such as the State) must be required to certify that no Federal funds will be used to lobby or influence a Federal officer or a Member of Congress. The State's certification in general provides that the language of this certification must be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and Contracts under grants, loans and cooperative agreements) and that all sub-clients must certify and disclose accordingly. The certification also requires the completion of Federal lobbying reports and the imposition of a civil penalty of \$10,000 to \$100,000 for failing to make a required report. The Contractor understands and agrees to the Federal requirements for certification and disclosure. Upon request by the Authorized User, the Contractor agrees to provide such certification.

The Contractor, its officers, agents and employees and Subcontractors, must treat all information, with particular emphasis on information relating to Public Assistance or Medical Assistance clients and providers of services or benefits, which is obtained by it through its performance under this Contract, as confidential information to the extent required by the laws of the State and of the United States and any regulations promulgated there under.

10.6.1. Rights to Information

The Contractor agrees that the Federal granting agency must be granted a royalty-free, non-exclusive and irrevocable license to produce, publish or otherwise use such documents and software and to authorize others to do so for government purposes to the extent that the services which resulted in the production of such documents and software are Federally funded. The grant excludes the proprietary products, Documentation, materials and information (and derivative works thereto) of Contractor or any Subcontractors.

Except for personal information relating to clients and providers which must be kept confidential pursuant to requirements of State or Federal laws, and information relating to the business and finances of the State or the Contractor, confidential information disclosed by one (1) party to the other continues to be subject to this Contract for five (5) years following termination of this Contract. No obligation of confidentiality applies to:

1. Information the Contractor already possesses without an obligation of confidentiality.
2. Information the Contractor develops independently from publicly available data.
3. Information the Contractor receives without obligation of confidentiality from a third party.
4. Information that is, or becomes, publicly available without breach of this Agreement.

The Contractor agrees that the United States Government must be deemed an entity authorized to conduct an examination in accordance with the provisions set forth in Appendix A - Standard Clauses for New York State Contracts (June 2023), Clause 10 Records.

The responsible Federal governmental agency authorized by law, reserve the right to inspect, review, investigate or audit all parts of any services provided herein by the Contractor's or any Subcontractors' facilities engaged by the prime Contractor in performing services in this Contract. In such capacity, the Authorized User or its representative(s) must have access to facilities, records, reports, personnel and other appropriate aspects of services furnished by the Contractor, in accordance with the requirements of the State Public Officers Law except for proprietary information for which the disclosure of which would cause substantial injury to the competitive position of the Contractor's enterprise.

To the extent permitted by law, the Contractor must promptly notify the Authorized User of any request by anyone for access to any records maintained pursuant to this Contract. Access by Federal or State bank regulatory agents, or Contractors regular outside auditors to Contractor's financial records, pursuant to regularly scheduled or routine audits or inspection of Contractor, must not require notification to the Authorized User provided that rights of confidentiality or proprietary interests are preserved.

Should the State determine that Federal funds are unavailable, the Authorized User may terminate all or any part of the Engagement immediately upon notice to the Contractor. Such notification will be in written format. The Authorized User must be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as the Contractor receives notice of termination in writing from the Authorized User.

Nothing in this Contract must be interpreted to limit such rights as the Authorized User and the Federal Government must reserve to conform to all applicable Federal regulations, including 45 CFR Part 74, 45 CFR 95.617, 7 CFR Part 277 and 7 CFR Part 3016, and such rights are hereby reserved.

The Contractor must comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The Contractor and its Selected Candidates must comply with the Authorized User's policies regarding compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

10.6.2. Department of Labor Specific Terms & Conditions

The New York State Department of Labor has certain stipulations for federally funded Contracts that must be made pursuant to regulations and laws imposed by the United States Department of Labor. As a condition of placements made at the Department of Labor, a Contractor must agree to all terms and conditions contained in this section.

If the funding for the Engagements undertaken by the New York State Department of Labor pursuant to the HBITS Contracts is provided by the United States Department of Labor, the following certifications are required:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS

1. The Contractor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the Contractor is unable to certify to any of the statement in this certification, such prospective participant must attach an explanation to this proposal.
3. The Contractor must pass the requirements of 1. and 2. above, to each person or entity with whom the Contractor enters into a subcontract at the next lower tier.

NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I - financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, and national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; and
4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age. The Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Contractor's operation of the

WIA Title I - financially assisted program or activity, and to all agreements the Contractor makes to carry out the WIA Title I-financially assisted program or activity.

11. Selected Candidate Replacements/Cancellations

Circumstances may arise that necessitate either the extension of a Selected Candidate, replacement of a Selected Candidate, or cancellation of a Position.

11.1. Form 5: Candidate Modification Request

Authorized Users shall submit a completed Candidate Modification Request (Form 5) to extend an existing Candidate (not to exceed a 60-month total engagement length), replace an existing Candidate, or to cancel the Position(s) from a Task Order.

This document and corresponding instructions will be located on the OGS Website.

When providing a replacement Candidate, Contractor must respond in the format of the original Form 2 Candidate Submission Requirements. Any replacement Candidate must meet the Mandatory Qualification and meet at least 60% of the Requested Qualifications. Replacement Candidates are subject to all Candidate Placement Requirements.

The Contractor expressly acknowledges that if the Contractor or the Selected Candidate does not fulfill the obligations of the Contract, costs to the Authorized User to replace the Selected Candidate's services will result and establishing the precise value of such costs would be difficult and time consuming. Therefore, the Authorized User has the right to request up to two (2) working weeks (80 hours) of work from the replacement Selected Candidate at no cost to the Authorized User during a transition/ramp-up period. The Authorized User may waive this right in whole or in part if it is determined that the need to replace the Selected Candidate was beyond the Control of the Contractor.

Contractors are reminded that an Authorized User reserves the right to cancel a Task Order for convenience upon at least thirty (30) calendar days' written notice to Contractor without penalty or other early termination charge. However, Authorized User has the right to terminate the Task Order for cause or stop work immediately for unsatisfactory work without such notice. If the Task Order is cancelled pursuant to this section, the Authorized User shall remain liable for all accrued but unpaid charges incurred through the date of cancellation.

11.2. Rapid Replacement (Under 1 Month)

In the event it becomes necessary for a Contractor to replace a Selected Candidate prior to the completion of one-month (160 hours) of work on a particular Engagement, the Contractor must provide the Authorized User with five (5) Business Days prior written notification describing the circumstances of the need for replacement. The Contractor must identify a comparable replacement Candidate for the Authorized User within ten (10) Business Days. The Authorized User reserves the right to do one (1) of the following:

- Allow the originally selected Contractor to provide a replacement Candidate if the replacement is necessitated by Selected Candidate termination (by the Contractor), sickness, or other similar material change in the employment circumstance of the Selected Candidate. Contractor acknowledges that the failure to provide a Selected Candidate for the duration of the Engagement constitutes a breach of Contract and that the Authorized User has the right to request up to two (2) working weeks (80 hours) of work from the replacement Selected Candidate, at no cost to the Authorized User, during a transition/ramp-up period. The Authorized User may waive this right in

whole or in part if it is determined that the need to replace the Selected Candidate was beyond the control of the Contractor.

- Award the Engagement to the next highest scoring Candidate (if available) based on the initial group of Form 2 submissions.
- Terminate the Engagement with the Contractor.

11.3. Steady Replacement (1 Month and Over)

In the event it becomes necessary for a Contractor to replace a Selected Candidate during the term of the Engagement after one-month (160 hours) of work, due to Selected Candidate termination, sickness, or other similar material change in the employment circumstance of the Selected Candidate, the Contractor must provide the Authorized User with twenty (20) Business Days' prior written notification describing the circumstances of the need for replacement. The Contractor must also identify a comparable replacement Candidate for the Authorized User within ten (10) Business Days. The Authorized User has the right to request up to two (2) working weeks (80 hours) of work from the replacement Selected Candidate, at no cost to the Authorized User, during a transition/ramp-up period. The Authorized User may waive this right in whole or in part if it is determined that the need to replace the Selected Candidate was beyond the control of the Contractor.

The Authorized User reserves the right to terminate the Engagement with the Contractor and not seek a replacement Selected Candidate.

12. Additional Contractor Requirements

Contractors will have frequent interaction with both Authorized Users and the OGS HBITS Team, who will assist in administering the Contract. This Section outlines the key responsibilities and requirements that the Contractor must fulfill during the length of the Contract.

12.1. Administration

Contractor shall provide up to date contact information throughout the term of the Contract and must electronically notify the OGS HBITS Team as changes are necessitated. Upon notification, the OGS HBITS Team will update and post to the OGS Website.

12.2. Administrative Fee

Contractor shall pay an Administrative Fee to the State in the amount of 0.75% for all sales under this Contract for Hourly-Based IT Services. This includes sales to both Executive and Non-Executive Authorized Users. Costs associated with travel or any other authorized expenses that are billed to the State are excluded from the Administrative Fee. These payments will be in accordance with the following schedule:

Payment Number	Period for Each Calendar Year	Administrative Fee Due Date
1	January 1 to March 31	May 15 th
2	April 1 to June 30	August 15 th
3	July 1 to September 30	November 15 th
4	October 1 to December 31	February 15 th

Failure to remit payment in accordance with the above listed schedule shall affect the Contractor's Annual Evaluation score. Repeated failure to remit the Administrative Fee may result in OGS terminating the

Contract for cause. OGS shall communicate details of remittance payments upon award of Contracts, including form of acceptable payment and to where the payments must be remitted.

The State reserves the right to verify fee payments and to take any action(s) necessary to enforce its rights under the Contract including, but not limited to, the review of Contractor's financial records pertaining to sales under their Contract or to suspend further sales under the Contract.

12.3. Quarterly Sales Report

The Contractor shall submit a Sales Report each quarter that includes sales to both Executive and Non-Executive Authorized Users. This Report is due to the OGS HBITS Team in accordance with the following schedule and must be submitted electronically using Attachment 13 – *Report of Contract Usage*

Period	Due Date
January 1 – March 31	May 15
April 1 – June 30	August 15
July 1 – September 30	November 15
October 1 – December 31	February 15

For any sales involving a Subcontractor, the Contractor shall both identify and verify if the Subcontractor is a NYS Certified MBE, WBE, MWBE, SDVOB or if the Subcontractor meets the definition of a NYS SBE.

This report contains the minimum information required. Additional related sales information, such as detailed user purchases may be required by OGS and must be supplied upon request. Failure to submit reports on a timely basis may result in Contract cancellation and designation of Contractor as non-responsible.

12.4. Meetings with the OGS HBITS Team

The OGS HBITS Team reserves the right, at its discretion, to hold meetings in person or via webcasting with an individual Contractor, or all Contractors. These meetings may be used to discuss procedural changes, performance issues, Annual Evaluation results and/or any other reason deemed necessary by the OGS HBITS Team. At minimum, the designated Contract Administrator must be in attendance, or an alternate attendee as agreed upon by the OGS HBITS Team. The format of such meetings will be determined by the OGS HBITS Team and communicated to Contractors prior to the meeting.

12.5. Authorized User Feedback

Authorized Users will submit feedback to the OGS HBITS Team throughout the term of the Contract. This feedback will be used as part of the Annual Contractor Evaluation.

12.5.1. Form 4: Selected Candidate Evaluation

Authorized Users must submit a completed Selected Candidate Evaluation (Form 4) for any Selected Candidate vacating a Position (expired, cancelled, replaced, etc.). This document will be located on the OGS Website. This Form shall be submitted to the OGS HBITS Team and recorded for evaluation purposes. These forms will be shared with the Contractors upon their request.

Please note: the OGS HBITS Team does not associate an expiring Task Order with any new Task Order that may be intended to replace it. Even if an incumbent is being hired for the new Task Order, a Form 4 must be submitted to complete the expiring Engagement.

12.5.2. Form 6: Authorized User Issue form

Authorized Users and the OGS HBITS Team may complete a Form 6 to report any issues relating to the terms and conditions of the Contract. Issues include, but are not limited to, the below:

12.5.3. Proposed Candidate Quality

Contractor shall submit quality Candidates in accordance with the HBITS Process described in this section. If an Authorized User discovers during the interview process that the Candidate qualifications stated on the Form 2 do not match the qualifications described during the interview, the Authorized User may report this issue.

12.5.4. Contractor Responsiveness

Contractor shall be responsive to Authorized Users and the OGS HBITS Team and shall address Authorized User and OGS HBITS Team's concerns within two (2) Business Days or as otherwise specified. The OGS HBITS Team reserves the right to temporarily suspend an Active Contractor from receiving new Form 1's until such time as the concern has been addressed.

12.5.5. Candidate Availability

Contractor shall immediately notify the Authorized User if the availability of a proposed Candidate changes during the Form 2 review and interview process. The Contractor must also ensure that prospective Candidates are available for interview on the agreed upon times.

12.6. NY State OGS Vendor Feedback System (Procurated)

The New York Review Collection Program is an initiative to gather actionable feedback on supplier performance from Authorized Users. Authorized Users are encouraged to provide reviews on their experience, both positive and negative, with HBITS Contractors and/or Candidates. The system is located at: <https://go.procurated.com/new-york-hbits/>

12.7. Contractor Performance Criteria

Contractor must maintain an adequate organizational structure and resources sufficient to discharge its contractual responsibilities, including time sheets, billing and personnel issues. Contractor must continue to be able to conduct business in New York State, pay taxes and be financially sound to fulfill obligations of this Contract.

12.8. Terms and Conditions for Travel, Meals and Lodging

Selected Candidates will not be separately reimbursed for expenses incurred for travel to and from a designated work location (commuting expenses).

During an Engagement, the Selected Candidate may be required to perform services at a location other than the assignment's designated work location (e.g., the designated work location is the Authorized User's main offices in the Corning Tower on the Empire State Plaza, however, the Selected Candidate is required to attend a meeting in New York City). In such cases, with the prior written approval of the Authorized User, the Contractor shall be reimbursed for mileage, lodging and meals to the extent authorized by the NYS Office of the State Comptroller (OSC) as further set forth at:

<https://www.osc.ny.gov/state-agencies/travel>

Unless otherwise specified in writing by the Authorized User, a vehicle will not be provided by Authorized User or the State to the Selected Candidate for travel. Therefore, the Contractor will be responsible for

ensuring that the Selected Candidate has access to an appropriate vehicle (e.g., personal vehicle or rental vehicle) or common carrier with which to carry out any necessary travel. For the Contractor to obtain reimbursement for the use of a rental vehicle, such use must be justified as the most cost-effective mode of transportation under the circumstances (including consideration of the most effective use of Selected Candidate time). The Contractor must provide evidence of three (3) written or telephone price quotes, and the paid invoice must detail the type of vehicle rented, miles traveled, license plate number, and time of pickup and return.

The Contractor is responsible for keeping adequate records to substantiate any claims for reimbursement, by personnel for travel in performance of the services.

The Authorized User must have prior approval of any travel that occurs during a Selected Candidate Engagement.

12.9. Ownership of Work Product

Contractor agrees that its Selected Candidates are engaged to perform services and that the Authorized User must have full and complete ownership of all deliverables prepared by such Selected Candidate. At the end of the Engagement, Contractor agrees that the Selected Candidate must provide all deliverables and materials to the Authorized User. Authorized Users may specify the manner and method by which the Candidate must participate in knowledge transfer at the time of the placement or at any time during the Selected Candidate Engagement.

12.10. Annual Contractor Evaluation

Per the schedule below, Contractors will be evaluated annually by the OGS HBITS Team using Attachment 6 – HBITS Contract (Forms) and other criteria as outlined below on the performance of their contractual duties. By doing so, the State seeks continued performance and quality Candidates from its Contractors for the duration of this Contract. The Contractors will be evaluated for responsiveness, successful onboarding, compliance and general quality. Once a determination has been made, the results will be posted to the OGS HBITS website. OGS reserves the right to forego an annual evaluation at its discretion.

Start of Evaluation Period	End of Evaluation Period	Evaluation and Determination of Active/Inactive Contractors
Contract Start Date	End of Contract Month 11	No later than end of Contract Month 12
Contract Month 12	End of Contract Month 23	No later than end of Contract Month 24
Contract Month 24	End of Contract Month 35	No later than end of Contract Month 36
Contract Month 36	End of Contract Month 47	No later than end of Contract Month 48
Contract Month 48	End of Contract Month 59	No later than end of Contract Month 60

12.11. Evaluation Criteria

The criteria listed below is not in any particular order. All Contractors will be evaluated in the same manner. OGS reserves the right to modify the evaluation criteria prior to the start of an evaluation period upon notice to all Contractors.

1. Part I: Onboarding: Contractor will receive cumulative points for the number of successful Candidate placements during each Contract year.
2. Part II: Compliance Review: Contractor will receive points if all the required insurance documents are on file and current as of the last date of the evaluation period.
3. Part II: (II.) Compliance Review: Contractor will receive points for the timely submission of the following:
 - a. Quarterly Administrative Fee – Points will only be given if all quarterly fees are received/paid on time.
 - b. HBITS Contractor's Quarterly SDVOB Compliance Report (Form SDVOB 101) – Points will be given only if all quarterly report submissions are received on time per Section 6.22 of the Contract. (NOTE: Per Policy and Procedure set by OGS OBD Office, HBITS reporting will occur on a quarterly basis, rather than a monthly basis).
 - c. Annual Form B – Points will be given only if proof of this report is submitted on time per Section 6.18 of the Contract.
 - d. Quarterly Sales Report – Points will be given if all quarterly report submissions are received on time per Section 6.20 of this document.
 - e. Compliance Review: Contractor will receive points if it is determined by the OGS HBITS Team that the Contractor has engaged in good faith efforts to meet the SDVOB participation goal of 6% per Section 6.22 of the Contract.
 - f. Compliance Review: Points will be given only if Vendor Responsibility Questionnaire was completed timely (less than five (5) months from the last day of the evaluation period) AND Contractor was found to be responsible per Section 6.28 of the Contract.
4. Part III: General Quality: Points will be given based upon the number of Form 6s received.
5. Part IV: General Quality: Points will be given based upon the average score of Form 4s received. In the event that a Contractor received no Form 4s during the Evaluation Period, that Contractor's score will be normalized.

12.12. Active vs. Inactive Contractors

The OGS HBITS Team will maintain a listing of the Active and Inactive Contractors throughout the term of the Contract. There will be a maximum of forty-five (45) Active Contractors for year one (1) of the Contract. For all other Contract years, including any renewal year(s), the number of Active Contractors will be determined based upon the score received on the Contractors' Annual Evaluation. OGS reserves the right to maintain a minimum of 30 Active Contractors each year, which will be determined based upon Contractors' Annual Evaluation score.

12.12.1. Determination

All Contractors will be evaluated on their performance at the end of each Contract year. As a result of the Annual Evaluation, starting in year two (2), all Contractors who receive a score of 65 or higher will remain

Active for the upcoming year; and all Contractors who receive a score of less than 65 will be Inactive for the upcoming year. However, if less than thirty (30) Active Contractors have a passing score, OGS reserves the right to maintain a minimum of 30 Active Contractors each year. Based upon the score received by the Contractor, OGS may determine that the Contractor will maintain their Active status in order to meet the minimum of thirty (30) Active Contractors for each contract year.

12.12.2. Active Contractor

An Active Contractor is defined as eligible to receive all new Form 1's posted by the OGS HBITS Team for a particular Contract year.

An Active Contractor shall not seek the assistance of or subcontract with any Inactive Contractors.

To remain an Active Contractor, a Contractor's Annual Evaluation score must be 65 or higher; or be deemed Active by OGS to be included in the thirty (30) Contractor minimum.

12.12.3. Inactive Contractor

An Inactive Contractor is defined as not eligible to receive any new Form 1's posted by the OGS HBITS Team for a particular Contract year. Responses to a Form 1 from an Active Contractor who was moved to the Inactive list are, however, eligible to be awarded for a Form 1 that was posted prior to the date the Active Contractor was moved to the Inactive list. Any existing Engagements with an Active Contractor that is moved to the Inactive list will survive the Inactive period, unless otherwise terminated by the Authorized User.

An Inactive Contractor shall not assist or subcontract with any Active HBITS Contractors while they are on the Inactive list.

13. E-Procurement System

OGS reserves the right to require Contractor participation in a State-provided procurement system at any point in the life of the Contract.

14. Additional Requirements from Authorized Users

An Authorized User may have distinct requirements that must be met by all individuals employed by or working at the Authorized User. The Candidates will be expected to comply with these requirements as a condition of the placement.

An Authorized User may, at its discretion, request additional background checks to be conducted by the Contractor, at the expense of the Authorized User, including, but not limited to fingerprinting and/or the signing of a confidentiality statement and/or non-disclosure agreement. The Authorized User retains the responsibility to conduct any fingerprint-based background check within its legal authority.

An Authorized User may also conduct its own background check at the expense of the Authorized User.

An Authorized User may require Candidates to provide photo identification, such as a New York State Driver's License, Non-Drivers Identification Card, Passport, etc. in order to receive a State or other applicable Identification Card used for entrance into the Authorized Users building and/or facilities.

Authorized Users may require Candidates to attend standard, statewide or agency-wide mandatory training as required by New York State or the Authorized User. In such cases, the Authorized User is responsible for payment of the Candidate's billable hours for the time spent attending such standard,

statewide or agency-wide mandatory training. The Authorized User shall not be responsible for any billable hours or reimbursement for any costs related to any other types of training, whether job-related or not. In no case shall the Authorized User pay for training to provide Candidates with the skills originally specified by the Authorized User in the Form 1.

An Authorized User reserves the right to reduce the hours upon at least 15 calendar days written notice to Contractor.

Authorized User may allow Candidates to telecommute. Telecommuting is at the discretion of the Authorized User and their internal policies.