



**Office of
General Services**

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Request for Proposal (RFP) #2204

Solicited by

New York State Office of General Services

For a

Human Resources Management System (HRMS)

System Integrator (SI)

Proposal Due Date: July 7, 2021 2:00PM EST

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Table of Contents

1.	INTRODUCTION	1
1.1	Overview	1
1.2	Consortium Members and Stakeholders	2
1.3	Designated Contact	5
1.4	Glossary.....	6
1.5	Minimum Proposer Qualifications.....	6
1.6	Nondisclosure Agreement and Confidentiality Form.....	7
1.7	Key Events.....	7
1.8	Mandatory Pre-Proposal Conference	8
2.	DETAILED SCOPE OF WORK	8
2.1	Scope of Contract	9
2.2	HRMS As-Is Description	9
2.3	Consolidated HRMS To-Be Interfaces	9
2.4	HRMS Core Business Processes.....	20
2.5	Data Conversion and Migration.....	28
2.6	Reporting and Querying	32
2.7	Implementation Approach/Deployment	34
2.8	Infrastructure Hardware/Environments	39
2.9	Deliverables	39
2.10	SI's Compensatory Liability	94
2.11	Staffing Requirements.....	94
2.12	Occupational Safety and Health Administration (OSHA) Training Requirements.....	100
2.13	Physical Security Procedures.....	101
2.14	Background Checks for SIs Performing Services in State Facilities	101
3.	PROPOSAL SUBMISSION	104
3.1	RFP Questions and Clarifications.....	104
3.2	Nondisclosure Agreement.....	104
3.3	Confidentiality Form	104
3.4	Proposal Format and Content	104
3.5	Proposal Preparation	108
3.6	Packaging of RFP Response	108
3.7	Instructions for Proposal Submission	109
4.	EVALUATION AND SELECTION PROCESS.....	110
4.1	Submission Review.....	110
4.2	Technical Evaluation (70%).....	110
4.3	Cost Proposal Evaluation (30%)	111
4.4	Proposal Evaluation Items	111
4.5	Down Select.....	112
4.6	Notification of Award	112
5.	ADMINISTRATIVE INFORMATION.....	113

5.1	Issuing Office	113
5.2	Method of Award	113
5.3	Price	113
5.4	No-Cost Change Orders	114
5.5	Additional Services	114
5.6	Price Adjustment for Additional Services.....	114
5.7	Retainage	115
5.8	Term of Contract	115
5.9	Method of Payment	115
5.10	Electronic Payments	116
5.11	Past Practice	116
5.12	Exceptions and Extraneous Terms.....	117
5.13	Dispute Resolution.....	117
5.14	Examination of Contract Documents	117
5.15	Rules of Construction.....	118
5.16	Procurement Rights	118
5.17	Debriefings.....	119
6.	CONTRACT CLAUSES AND REQUIREMENTS	119
6.1	HRMS Appendix A/Order of Precedence	119
6.2	Past Practice.....	119
6.3	Procurement Lobbying Requirement.....	119
6.4	Confidentiality	120
6.5	Ethics Compliance	120
6.6	Tax and Finance Clause	121
6.7	Freedom of Information Law/Trade Secrets	121
6.8	General Requirements	122
6.9	Staffing Requirements.....	123
6.10	Subcontractors.....	125
6.11	Extent of Services	125
6.12	Termination.....	126
6.13	NYS Vendor Responsibility Questionnaire	126
6.14	New York State Vendor File Registration	127
6.15	Indemnification.....	128
6.16	Force Majeure.....	128
6.17	Encouraging Use of NYS Businesses	128
6.18	Sexual Harassment Prevention	129
6.19	Employee Information to be Reported by Certain Consultant SIs	129
6.20	Warranties	130

List of Figures

Figure 1, Key Stakeholders	2
Figure 2, HRMS To-Be Interfaces.....	10
Figure 3, Deployment 1 HRMS Interfaces.....	36
Figure 4, Deployment 2 HRMS Interfaces.....	37

List of Tables

Table 1, Key Events	7
Table 2, To-Be Interfaces	11
Table 3, Data Conversion Responsibility Matrix.....	29
Table 4, Data Types to be Converted to HRMS.....	30
Table 5, Query/Report Complexities	32
Table 6, HRMS Queries/Reports to be Developed by the SI.....	33
Table 7, HRMS Core Business Process Implementation by Deployment.....	34
Table 8, HRMS Deliverable List.....	39
Table 9, Project Planning Deliverables	44
Table 10, Analysis and Design Deliverables	54
Table 11, Data Conversion and Migration Deliverables	68
Table 12, Testing Deliverables	73
Table 13, Training Deliverables	81
Table 14, Organizational Readiness Deliverables.....	87
Table 15, Go-Live Deliverables.....	91
Table 16, Vendor Provided HRMS Support Periods	92
Table 17, Technical Proposal Requirements	106
Table 18, Cost Proposal Requirements	107
Table 19, Administrative Proposal Requirements	108

List of Appendices

HRMS Appendix A - Standard Clauses for New York State Contracts	
HRMS Appendix B - Required Forms	
HRMS Appendix C - Sample Contract	
HRMS Appendix D - Insurance Requirements	
HRMS Appendix E - MWBE Goals	
HRMS Appendix F - SDVOB Goals	
HRMS Appendix G - Nondisclosure Agreement	
HRMS Appendix H - Confidentiality Form	
HRMS Appendix I - Diversity Practices Questionnaire	
HRMS Appendix J - Diversity Practices Scoring Matrix	
HRMS Appendix K - Deliverable Acceptance Form	
HRMS Appendix L - Change Request	

List of Attachments

HRMS Attachment 1, Cost Proposal Form
HRMS Attachment 2, Proposal Submission Checklist
HRMS Attachment 3, Requirements Traceability Matrix (RTM)
HRMS Attachment 4, As-Is Description
HRMS Attachment 5, As-Is Application Usage by Agency
HRMS Attachment 6, Minimum Proposer Qualifications
HRMS Attachment 7, Key Personnel Forms
HRMS Attachment 8, Infrastructure Hardware and Software
HRMS Attachment 9, Technical Proposal Narrative
HRMS Attachment 10, Core Business Processes
HRMS Attachment 11, Business Associate Agreement (BAA)

HRMS Attachment 12, IT Contract Clauses

HRMS Attachment 13, Glossary

1. INTRODUCTION

1.1 Overview

A consortium of New York State (NYS) Agencies is seeking to implement a PeopleSoft Human Resource Management System (HRMS) to meet the human resource and benefit needs of NYS. The HRMS is expected to be an on-premises PeopleSoft 9.2 Human Capital Management (HCM) implementation to satisfy the need for a Human Resources and Benefits solution. The HRMS will incorporate several PeopleSoft HCM implementations that were put into effect using versions of PeopleSoft HCM that are no longer supported. The HRMS will also incorporate several business process changes that will be possible due to the consolidating of disparate systems. The consortium recognizes that this project changes the way NYS human resource staff will work in the future.

The consortium consists of five NYS agencies (Office of General Services, Department of Civil Service, Governor's Office of Employee Relations, Division of the Budget, and Office of Information Technology Services). The consortium seeks to implement a NYS centralized HRMS using the Oracle PeopleSoft 9.2 Enterprise HCM system. This Request for Proposals (RFP) is being released by the Office of General Services (OGS) on behalf of the consortium. The effort associated with this procurement is expected to be performed in Albany, NY.

The project goals include:

1. Streamline business processes to improve efficiency.
2. Increase transparency of services and information via improved workflows and notifications.
3. Empower stakeholders with integrated data, task management, and self-service capabilities.
4. Incorporate a shared service model expanded to all NYS government for delivery of Human Resources (HR) transactions.
5. Ensure that reliable and timely information is available for reporting and for informed decision-making.
6. Enable end-to-end visibility with a holistic view of transactions.
7. Leverage the latest technological advances for on-premises PeopleSoft 9.2 HCM—limited to the latest technological advances to which NYS has access—and maximize sustainability.
8. Eliminate legacy NYS agency HR systems.

The current siloed legacy systems present the following problems:

1. Data redundancy and duplication of effort.
2. Costly/manual touch points and reconciliation efforts.
3. Highly customized agency Human Resource Information Systems (HRIS).
4. Unreliable integrations between existing HR related PeopleSoft implementations and external systems resulting in:
 - a. Manual intervention and monitoring of transactions required.
 - b. Issues with file transfers and encryption/decryption.

c. Available integration broker and real-time integrations not used.

1.2 Consortium Members and Stakeholders

The consortium members of the HRMS include the following five NYS agencies:

- Office of General Services (OGS).
- Department of Civil Service (DCS).
- Division of the Budget (DOB).
- Governor's Office of Employee Relations (GOER).
- Office of Information Technology Services (ITS).

The key stakeholders of the HRMS are depicted in Figure 1, Key Stakeholders.

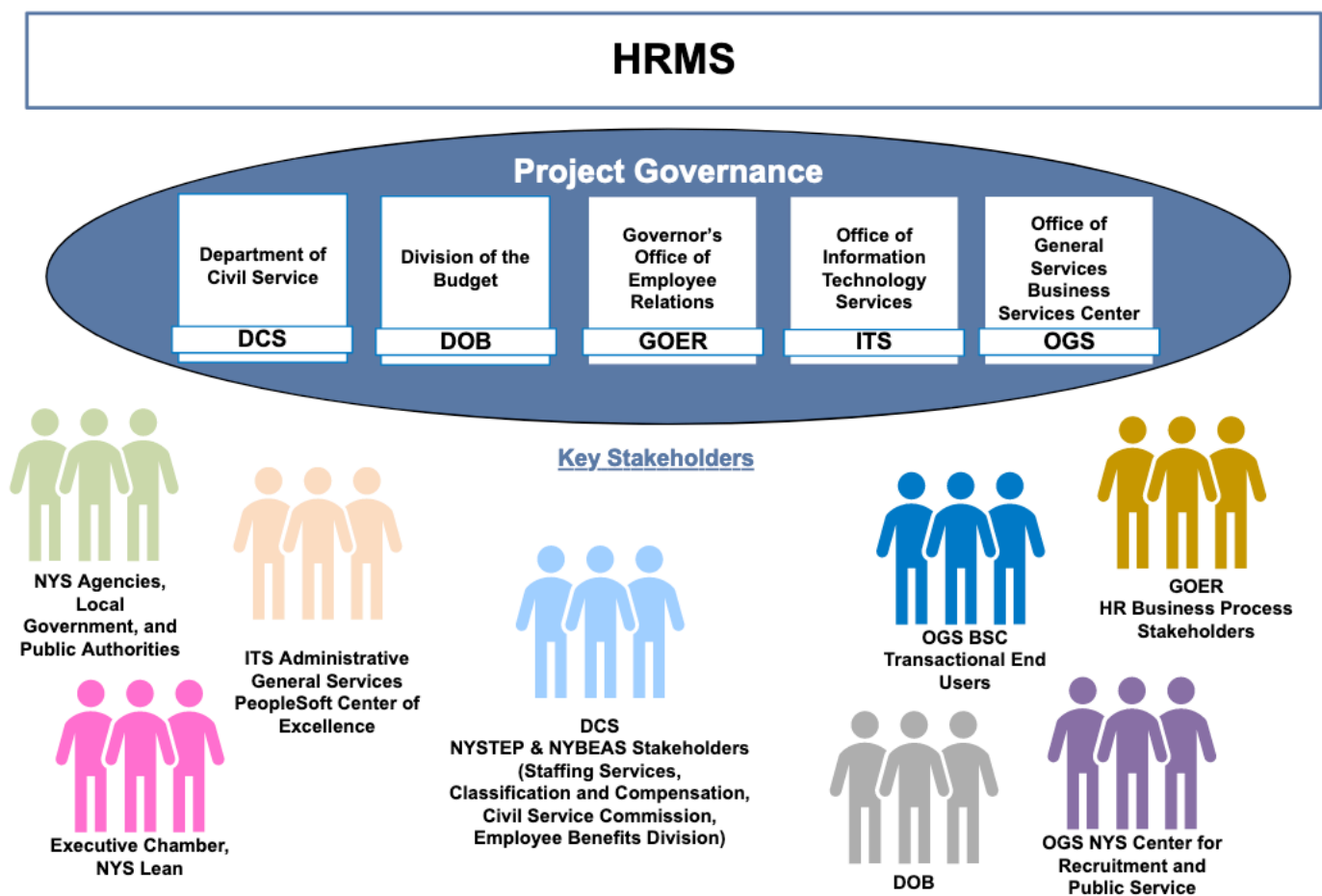


Figure 1, Key Stakeholders

Descriptions of the Consortium Members and Stakeholders are provided in the following sections.

1.2.1 NYS Office of General Services (OGS)

The NYS OGS was established in 1960 to provide essential support services for the operations of state government. Since then, OGS has grown significantly in scope and complexity. Today, OGS is a diversified organization providing a broad spectrum of services to state agencies, local governments, and the public.

Since its inception, OGS has developed expertise in centralizing critical support and service functions leading to a cost-effective government. OGS facilitates the work of NYS agencies, the legislature, and the judiciary and supports local governments, eligible nonprofits, school districts, and public authorities. The agency provides services through the development and management of efficient, cost-effective, and environmentally sustainable programs and activities. Delivery of critical services is performed in partnership with NYS businesses; significant economic opportunities are presented through their participation in state contracts administered by OGS. Some of those services include:

1. Providing architectural, engineering, and construction management for buildings statewide.
2. Performing building management, energy saving operations, and maintenance for 49 major office complexes and buildings statewide.
3. Managing the leases of privately held real estate used for state purposes.
4. Facilitating and administering approximately 1,500 centralized procurement contracts for goods, services, and technology needed by state agencies, municipal governments, and educational institutions.
5. Administering a variety of support and distribution services, including the state's alternative fueled vehicles program, interagency mail and freight services, printing and copying services, disposal of surplus state equipment, and distribution of United States Department of Agriculture (USDA) surplus food supplies.
6. Providing shared administrative services (e.g., human resources and/or financial management) for NYS agencies.
7. Assisting with visitors, tours, and maintenance of architectural, historical, and art treasures at Empire State Plaza, the Executive Mansion, and the NYS Capitol.

1.2.2 NYS Department of Civil Service

The DCS is the central personnel agency for the executive branch of NYS government, serving approximately 150,000 State employees. The Department's mission is to build tomorrow's workforce today, by promoting a diverse, inclusive, and talented workforce. The Department leads and delivers world-class workforce management strategies by providing innovative solutions based on merit, fitness, and equality of opportunity. Department staff serve as agents of the NYS Civil Service Commission in fulfilling the commission's oversight responsibility for merit system administration by local municipal civil service agencies. The Department:

1. Partners with state agencies to offer workforce recruitment and placement services, including developing minimum qualifications, classifying positions, developing civil service examinations, and administering performance assessments.
2. Administers the NYS Health Insurance Program (NYSHIP), one of the largest public employer health insurance programs in the nation, serving more than 1.2 million people.
3. Assists municipal agencies with civil service administration of more than 360,000 local government employees.

4. Oversees the governor's program to hire individuals and veterans with disabilities, to place individuals with disabilities in state jobs and in the New York Leaders: Student Intern Program.

1.2.3 NYS Division of the Budget

The Division of the Budget (DOB) is charged with the responsibility of advising the governor in matters that affect the financial health of the state. The DOB assists in formulating the governor's budget proposal to the legislature, offers policy recommendations on fiscal issues, and oversees the implementation of the final enacted budget.

Under the state constitution, the governor is also responsible for developing a revenue and expenditure plan for the state, which the DOB prepares for the governor's review. Additionally, DOB staff work closely with state agencies to coordinate the development and execution of their policy programs, ensuring that the DOB is involved in every facet of NYS government.

1.2.4 NYS Governor's Office of Employee Relations

The Governor's Office of Employee Relations (GOER) seeks to advance the performance of state government through collaborative labor relations, workforce training, education, and benefits. As the governor's representative in employee relations matters, GOER:

1. Negotiates, implements, and administers collective bargaining agreements.
2. Provides advice and technical assistance to managers, supervisors, and HR professionals related to personnel rules, regulations, policies, and contract administration issues.
3. Ensures that compensation and benefit programs for state employees are cost-effective.
4. Offers training and development programs designed to increase the competency of the state workforce.
5. Plans for a changing workplace in partnership with the unions and DCS.
6. Promotes and maintains a safe and healthy workforce.

1.2.5 NYS Office of Information Technology Services

The NYS Office of Information Technology Services (ITS) was created in 2012 to transform IT services to make NYS government work smarter for its citizens and make the state accessible to businesses through technology.

NYS ITS provides statewide IT strategic direction, directs IT policy, and delivers centralized IT products and services that support the mission of the state.

NYS ITS services at a glance:

1. Operates data centers 24 hours a day, 365 days a year to support statewide mission-critical applications.
2. Supports more than 50 state agencies, more than 14 million citizen accounts, 150,000 employee accounts, 60,000 phones, 99,000 desktops and laptops, and 3,433 virtual desktop remote connections.
3. Operates a secure network of more than 1,600 miles of fiber to deliver telecommunications, internet and intranet services, enterprise email systems and support, IT training, networking, and data storage and processing to state government entities.

4. Develops new services and innovative applications in support of citizens, businesses, and state agencies.

1.3 Designated Contact

In compliance with the Procurement Lobbying Law, Amber Risch, Contract Management Specialist 1, NYS Office of General Services, Division of Financial Administration, has been designated as the **PRIMARY** contact for this procurement and may be reached by email or voice for all inquiries regarding this solicitation.

Amber Risch, Contract Management Specialist 1
NYS Office of General Services
Financial Administration/Agency Procurement Office
Corning Tower, 32nd Floor, Empire State Plaza
Albany, New York 12242
Voice: 518-486-1768
Email: amber.risch@ogs.ny.gov

If the designated **PRIMARY** contact is not available; the **ALTERNATE** designated contacts are:

Diane Robinson, Contract Management Specialist 2
NYS Office of General Services
Financial Administration/Agency Procurement Office
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Email: mary.slusarz@ogs.ny.gov

For inquiries related specifically to Minority and Women-Owned Business Enterprise (MWBE) provisions of this procurement solicitation, the designated contact is:

Lori Brodhead, Compliance Specialist 1
NYS Office of General Services
Minority and Women-Owned Business Enterprises
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Albany, NY 12242
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For inquiries related specifically to Service-Disabled Veteran Owned Business (SDVOB) provisions of this procurement solicitation, the designated contact is:

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New York State Office of General Services
Division of Service-Disabled Veterans' Business Development
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1.4 Glossary

The glossary for this RFP is provided in HRMS Attachment 13 - Glossary.

Throughout this RFP, the terms “bidder”, “contractor”, “proposer”, “system integrator”, “SI” and “vendor” are used interchangeably. For purposes of this RFP, the use of the terms “shall”, “must”, and “will” are used interchangeably when describing the contractor’s/bidder’s duties.

1.5 Minimum Proposer Qualifications

Proposers are advised that the state’s intent is to ensure that only responsive, responsible, qualified, and reliable System Integrators (SIs) enter a contract to perform the work as defined in this document.

The state considers the following qualifications to be prerequisites of the prime contractor to be considered as a qualified proposer for purposes of this solicitation. Proposers not meeting these qualifications will be disqualified. Proposers may not use a subcontractor’s, or any other entity’s, qualifications to meet these requirements.

Each proposer **must** meet the following minimum requirements:

1. Three years of experience providing strategy and business process reengineering services for Human Resource Management Systems.
2. Eight years of experience implementing PeopleSoft HCM Projects in Core HR, Benefit Administration, and Base Benefits modules. The contractor’s primary responsibilities must have included planning, designing, configuring, developing, testing, training, converting data, and completing successful deployments. This experience can be concurrent across multiple projects.
3. A minimum of one project leading or supporting Organizational Change Management (OCM).
4. A minimum of one project implementing PeopleSoft 9.2 HCM successfully in Core HR, Benefit Administration, and Base Benefits with 250,000+ covered lives involving conversion activities.
5. A minimum of two PeopleSoft HCM 9.2 implementation projects completing the deployments successfully in Core HR, Position Management, Benefit Administration, and Base Benefits modules.
6. A minimum of two end-to-end implementations, or re-architectures of public sector legacy applications into Oracle PeopleSoft HCM version 9.2 and its related applications, involving multiple primary public sector stakeholder groups.
7. Minimum of one project successfully implementing PeopleSoft ePerformance 9.2 involving multiple negotiating units with multiple schedules and rules.
8. Minimum of one project installing and configuring PeopleSoft infrastructure (including all components of PeopleSoft Internet Architecture [PIA]) to support PeopleSoft 9.2 implementation—with scalability and optimum performance to support 100,000+ self-service users and multiple public-sector stakeholder user groups.

This RFP contains confidential exhibits that will be made available to only those bidders/proposers who are bona fide proposers and provide signed copies of HRMS Appendix G – Nondisclosure Agreement and HRMS Appendix H – Confidentiality Form.

1.6 Nondisclosure Agreement and Confidentiality Form

Proposers who intend to submit a proposal shall complete and submit HRMS Appendix G - Nondisclosure Agreement, by the deadline contained in Section 1.7 Key Events. Proposers acknowledge that the state shall rely on the representations contained in the completed HRMS Appendix G. After submitting HRMS Appendix G, proposers will be provided access to HRMS Attachment 5 - As-Is Application Usage by Agency and HRMS Attachment 8 - Infrastructure Hardware and Software, which will provide details on the application usage and the envisioned hardware and software for the HRMS. To be eligible to receive access to HRMS Attachment 5 and HRMS Attachment 8, the completed HRMS Appendix G must be received, and the proposer must be a bona fide company qualified to submit a proposal for this RFP. The state reserves the right to request documentation substantiating that a company is a bona fide proposer prior to providing access to HRMS Attachments 5 and 8.

Additionally, the successful proposer shall be required to complete and submit HRMS Appendix H, Confidentiality Form, prior to performing any services under the contract.

1.7 Key Events

Table 1 outlines the tentative schedule for important action dates.

Table 1, Key Events

Event	Date
OGS Issues RFP #2204	March 12, 2021
Deadline for Providing a Signed Nondisclosure Agreement	April 14, 2021 5:00 PM EST
Deadline for Submission of First Round of Questions	April 23, 2021 5:00 PM EST
Mandatory Pre-Proposal Conference	May 10, 2021 10:00 AM EST
OGS Issues Responses to Written Questions (estimated)	May 14, 2021
Deadline for Final Submission of Questions to OGS	May 24, 2021 5:00 PM EST
OGS Issues Responses to Written Questions (estimated)	June 8, 2021
Proposal Due Date to OGS	July 7, 2021 2:00 PM EST
Interviews and/or Demonstrations with Selected Proposers (estimated)	Week of October 4, 2021

Contract Start Date (estimated)	February 16, 2022
Commencement of Services (estimated)	No later than 30 days after Contract Start Date

1.8 Mandatory Pre-Proposal Conference

Vendors who wish to submit a proposal **must attend** the mandatory pre-proposal conference that will be held via Webex on the date and time indicated in Table 1, Key Events. The pre-proposal conference will include a brief presentation on the project, its scope and goals, and OGS procurement requirements. This is the only date and time available for the pre-proposal conference. Failure to attend will result in rejection of the proposal. Prospective proposers signing in after the announcement of the official start time will be unable to submit a responsive proposal. Attending the pre-proposal conference does not obligate a vendor to submit a proposal.

The facilitator of the event will announce the official start time of the mandatory pre-proposal conference no sooner than the scheduled start time indicated in Table 1, Key Events. OGS reserves the right to record the pre-proposal conference.

In accordance with New York State Finance Law §139-j(3)(a)(3), this mandatory pre-proposal conference is covered by the permissible subject matter authorization. A vendor is authorized to speak with representatives other than designated contact(s) for the sole purpose of the pre-proposal conference (to arrange attendance, during the conduct of the Webex, and to pose questions during the pre-proposal conference).

Proposers wishing to attend the mandatory pre-proposal conference are strongly encouraged to register 72 hours in advance via email with the OGS designated contact, Amber Risch, at amber.risch@ogs.ny.gov. The email should include:

1. Company legal name of proposer (SI name).
2. Name and title of each person attending.
3. Email address and telephone number for person to contact regarding any updates to this solicitation.

Upon registration, proposers will receive information necessary to log in to Webex. Each proposer is limited to five Webex connections to the conference.

Important: When signing in to Webex, attendees must use their company legal name. The attendee list will be used to determine the eligible proposer list.

If there are any questions proposers would like addressed at the pre-proposal conference, proposers must submit them in writing to the designated contact on or before the deadline for submission indicated in Table 1, Key Events. Questions will be allowed at the end of the pre-proposal conference; however, only questions submitted in writing and answered via addendum will be considered official.

2. DETAILED SCOPE OF WORK

This section defines the scope of work for this procurement.

NYS will assemble an HRMS team that will be involved with the success of the HRMS. The HRMS team will consist of state staff and consultants. The HRMS team will include an HRMS project director who will have signatory authority for HRMS Deliverables.

NYS anticipates providing eight technical staff per deployment (for a total of 24) to work closely with the SI, to assist with the implementation activities and to acquire the needed knowledge to support the production system upon go-live of each deployment. Fifteen of the 24 staff dedicated to the HRMS project will be of entry level, with minimum to no prior PeopleSoft experience.

Note: NYS reserves the right to designate an independent company to provide Independent Quality Assurance (IQA) or Independent Verification and Validation (IV&V) services over the work performed by the SI on behalf of NYS.

2.1 Scope of Contract

It is the intent of this solicitation to seek a vendor to perform system integration of the HRMS. The SI will be expected to perform all activities identified in this RFP and the resultant contract. (See HRMS Attachment 3 - Requirements Traceability Matrix [RTM].)

2.2 HRMS As-Is Description

Existing HR system needs are served by the composition of the New York State Electronic Personnel (NYSTEP) system, the New York Benefits Eligibility and Accounting System (NYBEAS), and the OGS Business Services Center (BSC) HCM system. All three systems are running versions of PeopleSoft. However, the systems are extensively customized, and none are running a supported version of PeopleSoft or a supported version of PeopleSoft PeopleTools. The existing systems are described further in HRMS Attachment 4 - As-Is Description. HRMS Attachment 5 - As-Is Application Usage by Agency, provides a listing of which NYS agencies use each of the applications.

2.3 Consolidated HRMS To-Be Interfaces

The consolidated HRMS would be a single system of record for data previously managed by the combination of NYBEAS, NYSTEP, and HCM. Figure 2 indicates the HRMS to-be interfaces.

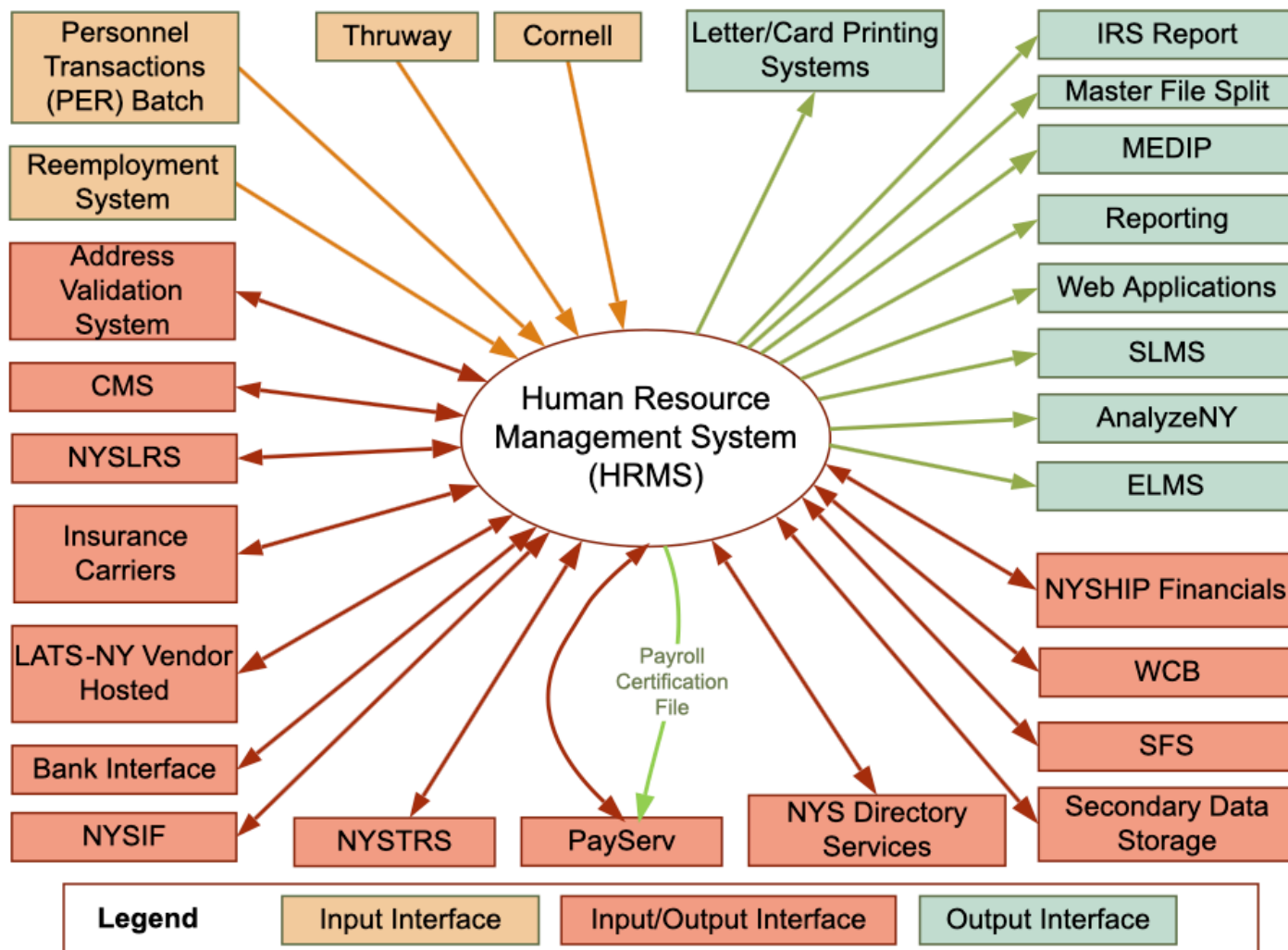


Figure 2, HRMS To-Be Interfaces

The existing interfaces used by NYBEAS, NYSTEP, and HCM that will continue to be used must be implemented for the HRMS such that interface changes are not required at the non-HRMS end of the interface, unless the owning interface partner is open to changing the interface. The to-be interfaces may be split or consolidated by the SI during Business Requirements Confirmation and/or during HRMS Design.

The to-be system interfaces are defined in Table 2. The table columns are defined as:

1. Column 1 – Interface Name – The name of the interface.
2. Column 2 – Reference System – The corresponding as-is system.
3. Column 3 – Req ID – The corresponding requirement ID from HRMS Attachment 3 - Requirements Traceability Matrix (RTM). This column does not include all associated requirement IDs.
4. Column 4 – Interface Direction – The direction of the information flow.
5. Column 5 – Comments – Additional information regarding the interface.

Table 2, To-Be Interfaces

Interface Name	Reference System	Req ID	Interface Direction	Comments
Address Validation System	None	6.9.1.2.0037	Inbound/Outbound	Verify address information in real time against a USPS address-based database.
AnalyzeNY	NYSTEP	6.9.1.2.0048	Outbound	AnalyzeNY is a data warehouse (DW) tool that is based on Oracle Business Intelligence Enterprise Edition (OBIEE). The HRMS will provide position, job, personal data, and salary data to AnalyzeNY.
Bank Interface	NYBEAS	6.9.1.3.0190 6.9.1.3.0154	Inbound/Outbound 1. Lookup file for Agencies – NYS sends the bank an agency lookup file containing unique customer information. 2. Lookup file for Enrollees - NYS sends the bank an enrollee lookup file containing unique enrollee information.	The HRMS will receive payment records from the bank. The HRMS will send the bank lookup payment information for unique customers and enrollees.
Centers for Medicaid and Medicare Services (CMS)	NYBEAS	6.9.1.2.0040 6.9.1.2.0041 6.9.1.3.0157	Inbound/Outbound	Send files of Medicare enrollees who are age 45 or over, or who have Medicare in the current NYS benefits system, and receive files from CMS to update Medicare ID, which is used to determine if the enrollee is Medicare eligible.
Cornell	NYBEAS	6.9.1.3.0005	Inbound	Health insurance rate qualifiers
Eligible List Management System (ELMS)	NYSTEP	6.6.2.2.0091	Outbound	Provide notifications when appointments are processed, support updating of eligibility lists for appointments, terminations, and retirements.

Interface Name	Reference System	Req ID	Interface Direction	Comments
Insurance Carriers	NYBEAS	6.9.1.2.0042 6.6.9.3.0188 6.5.2.2.0007 6.6.9.3.0189 6.6.9.3.0195	Inbound/Outbound	Interface files in Electronic Data Interchange (EDI) 834 standard format are sent to carriers containing transaction data. The HRMS will receive claims data reports, Income Protection Plan (IPP), and Paid Family Leave (PFL) files back.
IRS Report	NYBEAS	6.9.1.3.0152	Outbound	Send 1099 file to IRS for imputed income.
LATS-NY	HCM	6.9.1.2.0027	Inbound/Outbound	Send employee profile information and leave management information. Receive accrual balance information and supervisor information.
Letter/Card Printing Systems	NYBEAS	6.6.9.3.0191	Outbound	Create mass letters and letter/card files for certain transactions that go to outside vendors for printing and distribution.
Master File Split	HCM	6.9.1.3.0165	Outbound	Individual agency payroll information split out of the Payroll Master File received from PayServ.
Master Employee Data Information Program (MEDIP)	HCM	6.9.1.2.0025	Outbound	OGS system used to initiate requests (state issued ID badges, parking permits, etc.). The HRMS will provide current NYS employee information to MEDIP.
NYS Directory Services	HCM	6.3.3.2.0049	Inbound / Outbound	NYS-provided user authentication system.
NYSHIP Financials	NYBEAS	6.9.1.3.0150	Outbound	The HRMS will send employee summary changes and bills.
NYS Insurance Fund (NYSIF)	NYBEAS	6.9.1.2.0045 6.9.1.2.0046 6.9.1.2.0052	Inbound/Outbound	The HRMS will provide incidents and interface appeals from the Workers' Compensation Board (WCB) to NYSIF. The HRMS will accept Occupational Disability Data System (ODDS) data related to incidents and disability information.

Interface Name	Reference System	Req ID	Interface Direction	Comments
New York State and Local Retirement System (NYSLRS)	NYSTEP, NYBEAS	6.6.9.3.0193 6.6.9.3.0198 6.6.9.3.0201	Inbound (Deployment 1)/Inbound/Outbound (Deployments 2 & 3)	Update registration number, tier, service credits, type, and retirement effective date. The HRMS will receive eight files and will send two files.
NYS Teachers Retirement System (NYSTRS)	NYBEAS	6.6.9.3.0194 6.6.9.3.0199	Inbound/Outbound	The HRMS will receive five inbound deduction/Medicare files from NYSTRS and send two deduction files back.
PayServ	NYBEAS, NYSTEP, HCM	6.9.1.2.0014 6.9.1.2.0033 6.9.1.3.0158 6.9.1.3.0159	Inbound/Outbound	Real-time integration between the HRMS and PayServ to ensure that key information contained in PayServ is the same as that contained in the HRMS.
PayServ Payroll Certification	NYSTEP	6.9.1.2.0014 6.9.1.8.0016	Outbound	Payroll certification file provided to PayServ
Personnel Transactions (PER) Batch	NYSTEP	6.9.1.8.0001, 6.9.1.8.0012	Inbound	Some agencies will continue to submit personnel transactions to the HRMS using a batch process.
Reemployment System	NYSTEP	6.6.2.2.0055	Inbound	Receive clearance numbers and appointment level clearance numbers.
Reporting	NYBEAS, NYSTEP, HCM	6.2.4.2.0013 6.4.1.2.0032 6.6.2.4.0018 6.9.1.3.0023	Outbound	Reports and data extracts provided to many NYS systems.
Secondary Data Storage	New	6.9.1.3.0169. 6.9.1.3.0170	Inbound/Outbound	The Secondary Data Storage will be a new solution used to store data that is not converted to the HRMS. This storage solution will be used to view and potentially update historical data.

Interface Name	Reference System	Req ID	Interface Direction	Comments
Statewide Learning Management System (SLMS)	New	6.2.4.3.0004 6.9.1.3.0016	Outbound	The system shall have the ability to interface with SLMS to provide employee data for establishing or updating employee training accounts. The HRMS will also notify third-party systems (e.g., Learning Management, Security Administrator) when employee separates or transfers to another agency.
Statewide Financial System (SFS)	NYBEAS	6.9.1.2.0022 6.6.9.3.0200	Inbound/Outbound	The HRMS will send an accounts payable voucher file to SFS. SFS sends corresponding files to the HRMS indicating whether the after-tax refund was processed or rejected.
Thruway	NYSTEP	6.9.1.3.0013	Inbound	The HRMS will receive Thruway employee information updates for salary, pay basis, and birthdate.
Web Applications	NYSTEP	6.9.1.2.0053	Outbound	Used to display data to users.
Worker Compensation Board (WCB)	NYBEAS	6.9.1.2.0045 6.9.1.2.0046	Inbound/Outbound	The HRMS will provides an incident report to WCB. The HRMS will receive appeals from WCB.

All interfaces and batch process schedules along with any dependencies should be reviewed and documented during design. All interface (both inbound/outbound) processing should generate log files that indicate whether or not each transaction has processed successfully. In the event of a failure of any transaction, the reason for the failure must be indicated in the log file(s). All data shall be encrypted when at rest or in transit.

The following sections describe the consolidated HRMS interfaces.

2.3.1 Inbound Interfaces

2.3.1.1 *Cornell*

Since the four NYS contract colleges at Cornell University handle their own payroll, the HRMS will not have access to salary information to determine the health insurance rate qualifier for each enrollee. The contract colleges at Cornell will send an annual flat file to the HRMS that will enable the HRMS to determine the corresponding health insurance rate qualifier for each enrollee.

2.3.1.2 Personnel Transactions (PER) Batch

This is an inbound interface used by a number of NYS agencies to submit personnel transactions and personal data changes via a batch file. The personnel transactions and personal data change batch processing must mimic online processing by executing edits, performing appropriate processing, and triggering workflows.

2.3.1.3 Reemployment System

Many personnel transactions for appointments require a clearance number. The Reemployment System provides a clearance number that represents “permission to hire” to a specific position from sources other than the Reemployment System when no eligible candidates exist who meet the position criteria or are interested in the position. The clearance number is created in the Reemployment System by the agency. When a transaction is submitted in the HRMS, one or two clearance numbers are required based on action reason and other attributes. The HRMS will determine if a clearance number (or two clearance numbers) is required and will make the appropriate edits/checks against the data in the Reemployment System.

2.3.1.4 Thruway

The HRMS will receive a file from the NYS Thruway Authority that is used to update salary, pay basis, and birthdate information for Thruway employees.

2.3.2 Outbound Interfaces

2.3.2.1 AnalyzeNY

The HRMS will provide data to AnalyzeNY. The HRMS to AnalyzeNY interface is new. NYS will use AnalyzeNY to support the generation of many of the desired HR reports. The HRMS will provide position, job, personal data, and salary data to AnalyzeNY.

2.3.2.2 Eligible List Management System (ELMS)

The HRMS will provide ELMS with job and position encumber data for appointments, terminations, and retirements. This data is used to deactivate employees from lists.

2.3.2.3 IRS Report

Every March, the HRMS will send the IRS a 1099 file for imputed income for survivor enrollments that involve domestic partners.

2.3.2.4 Letter/Card Printing Systems

The HRMS will provide custom files to contracted vendors to produce various letters, Empire Plan ID cards, and medical identification cards (Student Employee Health Plan [SEHP], Excelsior, and City University of New York [CUNY]).

2.3.2.5 Master File Split

The HRMS Master File Split outbound interface will provide selected agencies with agency-specific payroll information.

2.3.2.6 Master Employee Data Information Program (MEDIP)

The HRMS will provide current NYS employee information to MEDIP.

2.3.2.7 NYSHIP Financials

The NYSHIP Financials system manages NYSHIP accounts receivable and the general ledger accounts for agencies. The HRMS will need to send information to NYSHIP Financials for complex billing processing and generating agency statements. The Financial Unit business area will also enter deposits manually into the HRMS.

2.3.2.8 Payroll Certification Interface

The Office of the New York State Comptroller (OSC) is required to ensure that all employees in the classified service have been certified by DCS and that key information contained in PayServ is the same as that contained in the HRMS.

The HRMS will provide a payroll certification file to PayServ. Payroll information will need to be sent from the HRMS to PayServ over the Payroll Certification interface. PayServ uses this information to perform the payroll certification, as required by law. Refer to HRMS Attachment 10 - Core Business Processes for further detail on Payroll Certification.

2.3.2.9 Reporting

The HRMS will provide an assortment of reports and data extracts. This is a combined interface that encompasses the reporting and data extract capabilities of NYBEAS, NYSTEP, and HCM.

This interface includes reports from the as-is interfaces of:

1. HCM data extracts.
2. NYBEAS data extracts.
3. NYSTEP online reports.
4. Personnel transactions (PER) daily extracts.
5. Reporting instance database.

2.3.2.10 Statewide Learning Management System (SLMS) Interface

The SLMS is a mostly an out of the box (OOTB) PeopleSoft Enterprise Learning Management (ELM) system with some minor customizations related to HR functionality. The SLMS has several HR customizations that allow administrators to manage and update HR data. It is the largest PeopleSoft ELM application in North

America, serving more than 60 NYS agencies and many other state agencies, authorities, local governments, and external entities, with more than 750,000 active learners across more than 10,000 organizations, with more than 11.5 million enrollment records.

The HRMS will send employee information to the SLMS.

2.3.2.11 Web Applications

DCS web applications/pages are used to display data to users. The HRMS will provide information that web applications/pages can display to users.

2.3.3 Inbound/Outbound Interfaces

2.3.3.1 Address Validation System

The HRMS will verify address information in real time against a USPS address-based database. This interface does not currently exist.

2.3.3.2 CMS

NYS has a Voluntary Data Sharing Agreement (VDSA) with CMS. The HRMS will provide four files to CMS: 1) Medicare Secondary Payer (MSP); 2) Non-MSP; 3) Query; and 4) Retiree Drug Subsidy (RDS) Initialization. CMS will provide a return response file to the HRMS for each file the HRMS sends.

The HRMS will send to CMS a file of Medicare enrollees who are age 45 or over, or who have Medicare on the current NYS Benefits System. The HRMS will receive Medicare files from CMS that will help determine if an individual is Medicare eligible.

For those enrollees who are enrolled or eligible for enrollment in Medicare, the HRMS will provide files to CMS. The HRMS will receive files from CMS for those enrollees who are enrolled or eligible for enrollment in Medicare.

The HRMS should then enroll eligible enrollees in the NYS Medicare Part D drug plan, reimburse them their Part B premium, and pay their claims on a secondary basis.

2.3.3.3 Insurance Carriers

The HRMS will send insurance carriers:

1. A monthly file containing Accident Reporting System (ARS) related data to United Health Care (UHC) and Blue Cross Blue Shield (BCBS).
2. IPP and PFL Eligibility Files to MetLife.
3. Standard EDI 834 files to various Empire Plan carriers and Health Management Organizations (HMOs).

The HRMS will receive from insurance carriers:

1. IPP and PFL claims data reports.

2. Reconciliation related data.
3. A Transaction Reply Codes (TRC) file from one carrier that specifically provides the state with CMS feedback on the Employer Group Waiver Plans (EGWP) Medicare Part-D enrollment population.

The insurance carriers are further defined in HRMS Attachment 4 - HRMS As-Is Description.

2.3.3.4 Leave and Accrual Tracking System – NY (LATS-NY)

The HRMS will provide LATS-NY with information associated with employee profile setup and changes, as well as leave management information.

The HRMS will receive accrual balance information and supervisor information from LATS-NY.

There are nine instances of LATS-NY; each supports a different group of agencies.

2.3.3.5 Bank Interface

All benefits payments are directed to a commercial bank the state uses. NYS maintains electronic lockbox accounts at the bank. NYS receives the following payment files from the bank:

1. Regular Enrollee Cash – File containing direct pay enrollees' check information that has been received by the bank and has been recorded. This file will be posted to the HRMS.
2. Regular Agency Cash – File containing Participating Agencies' and Participating Employers' check information that have been received by the bank and have been recorded. This file will be posted by the HRMS directly to the NYSHIP Financial System.
3. Electronic Enrollee Cash – File containing direct pay enrollees' electronic payment information that has been received by the bank and has been recorded. This file will be posted to the HRMS.
4. Electronic Agency Cash – File containing participating agencies' and participating employers' electronic payment information that has been received by the bank and has been recorded. This file will be posted by the HRMS directly to the NYSHIP Financial System.
5. Electronic Enrollee Supplemental file – The bank sends the HRMS a supplemental file containing corresponding payment information for enrollees.
6. Electronic Agency Supplemental file – The bank sends a supplemental file containing corresponding payment information for agencies. This file will be posted by the HRMS directly to the NYSHIP Financial System.

NYS sends the following files to the bank:

1. Lookup file for Agencies – NYS sends the bank an agency lookup file containing unique customer information.
2. Lookup file for Enrollees – NYS sends the bank an enrollee lookup file containing unique enrollee information.

2.3.3.6 NYS Directory Services

The HRMS will use the NYS preferred NYS Directory Services to provide identity management. NYS uses NY.GOV to provide identity management services; however, a new identity management solution may be deployed in the future.

2.3.3.7 NYS Insurance Fund (NYSIF)

The HRMS will need to exchange several files with NYSIF. There will be inbound files to HRMS, including Acknowledgement files and Incident files. There will be outbound files from HRMS, including First Report of Injury (FROI) files and Incident files.

2.3.3.8 New York State and Local Retirement System (NYSLRS)

The HRMS will receive information from the NYSLRS that includes registration number, tier, service credits, type, and retirement effective date updates. The HRMS will also receive a deduction/Medicare file from the NYSLRS and apply the contents to the customized billing system. The HRMS will receive a health insurance recovery file and a life insurance recovery file from the NYSLRS that contains adjustment transactions for deceased enrollees.

The HRMS will send a health insurance deduction file and life insurance deduction file to the NYSLRS so that deductions can be taken out of pension checks.

2.3.3.9 NYS Teachers Retirement System (NYSTRS)

The HRMS will send files to NYSTRS to use to take premium deductions (separate files are produced for health insurance premiums and life insurance premiums) from an enrollee's pension directly. Both files contain records for only NYSTRS retirees for whom there was a change in deduction.

NYSTRS will send the HRMS files containing information pertaining to deductions that were taken—successfully or unsuccessfully—from retirees' accounts. NYSTRS also sends a NYSTRS Retirement Number file to the HRMS that contains any NYSTRS registration numbers, retirement systems, and retirement numbers that have been updated. Files are also received by the HRMS from NYSTRS for deceased enrollees, to recover or refund premiums.

2.3.3.10 PayServ Interface

OSC is required to ensure that all employees in the classified service have been certified by DCS and that key information contained in PayServ is the same as that contained in the HRMS.

NYBEAS sends enrollee premium deduction records to the OSC PayServ payroll system, where OSC performs payroll operations. This data will be sent from the HRMS when NYBEAS is converted to the HRMS in Deployment 2.

NYBEAS, NYSTEP, and HCM exchange many files with PayServ. See HRMS Attachment 4 - As-Is Description, for more detail.

OSC maintains the Employee IDs for NYS agency employees. PayServ assigns employee identifiers used by HCM and DCS. Note that this may change in the future.

2.3.3.11 Secondary Data Storage

Secondary Data Storage will be a new storage solution used to store data that is not converted to the HRMS. Existing data from HCM, NYBEAS, and NYSTEP that will not need to be converted to the HRMS will be migrated to Secondary Data Storage. Data stored in Secondary Data Storage will need to be available seamlessly to the HRMS components for reporting, querying, viewing, and possibly limited updates.

2.3.3.12 Statewide Financial System (SFS)

The HRMS sends both weekly and monthly files to SFS containing after-tax health insurance refund information.

SFS sends corresponding files to NYBEAS indicating whether the after-tax refund was processed or rejected.

2.3.3.13 Workers' Compensation Board (WCB)

The HRMS will provide a daily file to the WCB that takes all information from the ARS provided by the agency personnel administrators when there is change in employment status of an injured employee, as reported on the FROI. Change in employment status includes return to work, discontinuance of work, increase or decrease of regular hours of work, and increase or reduction of wages.

The HRMS shall receive interface appeals from the WCB.

2.4 HRMS Core Business Processes

The HRMS core business process descriptions were prepared by the subject matter experts in the respective HR functional areas. The intent of these descriptions, detailed in HRMS Attachment 10 - Core Business Processes, is to provide a high-level narrative of existing core HR processes and HR processes unique to the state and to convey desired business process improvements in those areas.

While the descriptions aim at a to-be state, a critical aspect of the HRMS implementation will require the selected vendor to gain a deep understanding of NYS business processes, recommend opportunities for improvement, and implement leading practices through process change and technology. As part of the requirements confirmation, delivered conceptual designs, and the functional specifications, the selected vendor must provide guidance to NYS teams in suggesting solutions that are more in alignment with PeopleSoft delivered functionality and best practices. In situations where the delivered functionality cannot meet the NYS requirements, the selected vendor must partner with the NYS Business Processing Reengineering (BPR) team, who have already started business process reviews. It is only after all options are explored that the need for customizations must be considered.

The eight core business processes are as follows:

1. Core HR.
2. Compensation.

3. Title and Position Management.
4. Leave Administration.
5. Benefits Administration.
6. Health and Safety.
7. Performance Management.
8. Labor Administration.

NYS has implemented services and systems that may have an impact on the overall design and implementation of the HRMS. The following are a few of those services and systems:

1. The NYS Office of General Services Business Services Center (BSC) – Shared Services. In the 2012-13 Executive Budget, the governor called for the establishment of the BSC to increase efficiencies and effectiveness by standardizing and streamlining transactional HR and finance services that are common across agencies. The BSC was launched on September 27, 2012 and provides shared services to standardize HR and finance transactions for NYS. The BSC's efforts increase efficiencies, lower costs, and support agencies as they focus on core mission activities. Services are delivered by a highly motivated workforce committed to providing exceptional customer service. In HR, the BSC offers Benefits Administration, Payroll, Personnel Administration, and Time and Attendance services. The human resources team manages and executes HR transactions on behalf of customer agencies, and the performance management team ensures that the BSC is working toward metric-based performance goals.
2. Hosted/Hosting Agencies – For various reasons, a few NYS agencies' HR functions are performed by another NYS agency. Those relationships require the hosting agency's HR staff to access the hosted agency's HR and benefits data. The hosting agency's HR staff enter, submit, and monitor HR transactions (personnel and position management) on behalf of their hosted agency.
3. The HR and Benefits systems are segregated from PayServ system and will remain segregated for the foreseeable future. These two systems are under the purview of two separately elected branches of state government. A full integration of these systems is not in scope for the current HRMS project.
4. Many NYS agencies that are customers of the BSC use LATS-NY, which is a customized application. The HRMS will need to interface with LATS-NY to send and retrieve data. There are a few agencies using a variety of time and accrual tracking systems with which the HRMS application may need to interface.

The following brief business process overviews highlight some of the desired improvements within their respective subprocesses. Please refer to HRMS Attachment 10 - Core Business Processes for more detailed descriptions.

2.4.1 Core HR

The Core HR business process include, but are not limited to, the following subprocesses:

Hire/Rehire

1. Hire/Rehire transactions will be improved via streamlined workflow. Workflow will include email notifications and visibility throughout the transaction.

2. Hire/Rehire transactions will have hard edits for certain fields.
3. Hire/Rehire transactions will include business rules to handle incumbent/encumbent appointments.
4. A NYS solution for creation of an employee ID will be implemented. Other NYS applications, such as PayServ, will need to be considered as part of the overall employee ID solution.

Onboarding

1. The employee ID will be fed to downstream systems to set up desktop hardware, software, payroll, badges, email accounts and other day-one accesses.
2. Onboarded employees should have access through Employee Self Service to their onboarding material in the HRMS, including agency-specific welcome letters, the online I-9 form, links to parking profiles, and other NYS-specific benefit-related onboarding materials.
3. Workflow must include appropriate HR professionals in agencies and/or the BSC for BSC customer agencies.

Employee Self-Service

The HRMS will incorporate a self-service capability to provide employees/enrollees with the following capabilities:

1. Self-service users (e.g., employees, benefit enrollees) will have the ability to update their personal data and request certain transactions.
2. Self-service users will have the ability to upload any required documentation that supports the requested change.
3. Self-service users will have the ability to opt in or opt out of receiving electronic notifications/alerts.
4. Self-service users will have the ability to select the types of account activity (e.g., changes to personal identifying information, changes to contact information, new letters/notifications/documents are generated, and general information published) for which they want to receive electronic notifications/alerts.
5. Self-service users will have the ability to select the method of delivery (e.g., mail, email, text message) by which they receive communications for each type of account activity.

An approval workflow will route transactions to the appropriate approvers and/or reviewers when necessary, prior to updating the HRMS.

Transfers

1. The agency-to-agency Transfer transaction may consolidate the independent transactions performed today to transfer an employee from one agency to another.
2. Approval of the transaction will update the incumbent record, route a Separation transaction to the losing agency for updating, and route to the BSC and DCS for review and approval. Once approved, the incumbent record may be updated for the position the employee is vacating.

Terminations

1. The Termination transaction will have three different starting events based on type of termination: Voluntary Terminations, Involuntary Terminations, and Retirements.
2. HRMS will move the request through the appropriate workflow. The transaction will generate a benefits offboarding worklist.
3. The system will allow the employee to access their offboarding materials and complete the offboarding process in HRMS and attach supporting documentation for various benefit related offboarding transactions.

Payroll Certification

1. Pursuant to the Civil Service Law, §100, no officer of the state may approve any salary payment for personal service to any person holding a position in the classified service unless DCS has certified that the person is employed in that position in accordance with law, and rules made pursuant to law. Accordingly, OSC is required to ensure that all employees in the classified service have been certified by DCS and that key information contained in PayServ is the same as the information contained in the HRMS system.

2.4.2 Compensation

The Compensation business process includes the following subprocesses:

Salary Differentials - Civil Service Law §130

1. Agency HR staff can request the following salary differentials to job titles that may impact some or all positions in eligible agencies under Civil Service Law §130:
 - a. Increased hiring rate.
 - b. Shift payment.
 - c. Geographic area.
 - d. Hazardous duty pay/safety incentive.
 - e. Occupation.

Salary Adjustments - Civil Service Law §131.1a

1. Agency HR staff can request the following salary increases under Civil Service Law §131.1a:
 - a. Appointments Above Minimums - This transaction is used to request a hiring rate for potential appointees who are above the current statutory minimum salary.
 - b. Equivalent Qualifications (EQ) - This transaction is used to request salary parity for existing employees with qualifications equal to those of new appointees who have received increased minimums.

Budget Director Approval

1. The Budget Director Approval (BDA) process is all encompassing for approval of a position, the candidate for the position (including a background check), and the approval of the salary change, or a new approved salary.

Compensation Adjustments

1. Compensation Adjustments are used for requesting and changing the salary for Non-Statutory (NS), Other Statutory (OS), Salary Grade 38, and M8 classified and unclassified positions.

2.4.3 Title and Position Management

The Title and Position Management business process is comprised of the following subprocesses:

Title and Position Requests

1. The Title and Position Request will be entered in HRMS and routed internally within the agencies for review and approval.
2. Approvers will be allowed to edit certain information in the transaction, which may affect the approval path.
3. Reminder notifications will be created to notify the agency, DCS Classification and Compensation Division (C&C), and DOB when pending transactions are not being resolved promptly.
4. When a transaction is finalized, all parties in the approval workflow will receive a notification of the outcome. Selected types of approved position data changes will be sent to PayServ.

Waivers and Exemptions

1. NYS imposed a freeze on the filling of positions. Exceptions to this "hiring freeze" will be granted on a case-by-case basis via the DOB waiver or exemption transaction in the HRMS. DOB examiners are required to review and analyze agency requests for hiring freeze waivers and exemptions. While waivers are generally required to fill all positions, this requirement could change to allow all, or most, positions to be filled without a waiver being submitted and approved.

Earmarks

1. Earmarks are used by an agency, DCS C&C, DOB, and the Civil Service Commission to place restrictions on a position or title, or to mark a position for special consideration.

Position Abolishment

1. The need for position abolishment is determined by either the agency, DCS C&C, or DOB. An internal review process may take place to determine if a position should be abolished.

Budget Director's Approval

1. The electronic Budget Director's Approval (BDA) is required for:
 - a. New appointments, transfers, salary increases (except for general salary increases and performance advances consistent with approved NS performance advance plans).

- b. NS exempt class and noncompetitive positions and positions allocated to Salary Grade 38/M-8.
- c. Policy-influencing phi-tagged positions.

These requirements are also applicable to positions that are pending such jurisdictional classification.

- 2. The electronic BDA is designed to enable review of historical changes to the position's rate information.
- 3. Most BDAs require review and approval by the OGS Center for Recruitment and Public Service (CFR) and DOB. BDAs for certain agencies only require review and approval by DOB. The transaction also requires that the requesting agency provide adequate documentation to support the BDA request and cannot be submitted without the required documents.

Compensation Adjustments Approval

- 1. Compensation Adjustment requests that are approved will update position data.

Workload Tracking

- 1. With PeopleSoft reporting tools, a user will retrieve information about transactions using many criteria—individually or in combination. The criteria available will depend on the transaction type being searched, but some common fields include: Tracking Number, Agency Code, Request Status, Request Date, and Assigned Analyst.

Mass Changes

- 1. NYS must have the ability to handle a variety of position management transactions. These processes impact many records related to position and, in some cases, impact employee job data. Due to the volume of these transactions, NYS has implemented several mass change processes and will require many of these to be implemented in the new HRMS solution. The Mass Change subprocesses are as follows:
 - a. Compensation Adjustments.
 - b. Seasonal Reactivation, Temporary Position Reactivation, and Temporary Position Extension.
 - c. Transfer of Function.
 - d. Position Move.
 - e. Performance Advance Plans for Filled Management Confidential Non-Statutory Positions.
 - f. Civil Service Commission Leave Extensions.
 - g. Revocations of Non-Permanent Employees.
 - h. Budget Director Approval Process.
 - i. Position Abolishment Process.
 - j. Waiver Request Process.
 - k. Exemption Request Process.
 - l. Civil Service Law §130, Salary Differential Process.

- m. New Positions, Reclassifications, Reallocations, Title Structure Changes, and Earmarks.
- n. Division/Bureau/Section.

2.4.4 Leave Administration

NYS allows for many types of Leaves, such as, Military, Medical, Workers' Compensation, Probationary, Discretionary and Disciplinary.

Leave Requests

1. Leave transactions may begin with an employee requesting leave, an agency initiating a leave, or the BSC initiating a leave. An employee will submit a leave request with corresponding documentation directly into the HRMS via self-service. The system will be configured to store accrual balances and make the balances visible to employees.

Family Medical Leave Act

1. Family Medical Leave Act (FMLA) eligibility will be calculated in the HRMS. Once the FMLA leave request is entered, either via employee self-service or by an FMLA administrator, the system will determine the employee's FMLA entitlement.
2. Agency HR, the BSC, and DCS will approve, deny, or push back self-service transactions when certification or supplemental information is required. If the request was submitted via self-service, the employee will receive email notification of the outcome.

2.4.5 Benefits Administration

The DCS is seeking to modernize the state's benefits system by implementing Benefits Administration in the HRMS. The goal is to provide a robust online process for all enrollees and to expand and improve automated benefits capabilities. The Benefits Administration functionality in the HRMS will replace several custom batch processes, application engines, programs, and interfaces, as well as dual data entry efforts that are in place to support Benefits requirements. Implementing Benefits Administration in Deployment 2 of the HRMS project will allow the Employee Benefits Division (EBD) to fully utilize built-in event processing rules to determine eligibility and options, calculate credits and rates, and terminate benefits for enrollees automatically. A description of the HRMS implementation and the envisioned deployments is provided in Section 2.7. The Benefits Administration process consists of the following subprocesses:

1. Enrollment and Eligibility.
2. Benefits End Users and Recipients of Benefits Information.
3. Benefits Programs.
4. Base Benefits.
5. Benefit Plan Options.
6. Accounting.
7. Billing/Invoicing, Accounts Receivable and General Ledger.
8. Benefits Billing.

9. Consolidated Omnibus Budget Reconciliation Act (COBRA).
10. Special Batch Processing Rules.

Employee/Enrollee Self-Service for Benefits

The HRMS will incorporate a self-service capability for benefits, to provide self-service users with the following capabilities:

1. Self-service users (e.g., employees, benefit enrollees) will have the ability to update their personal data, to request benefit enrollments, and to make changes due to a qualifying life event.
2. Self-service users will have the ability to upload any required documentation that supports the requested change.
3. Self-service users will have the ability—at any time—to opt in or opt out of receiving electronic notifications/alerts.
4. Self-service users will have the ability to select the types of account activity (e.g., changes to personal identifying information, changes to contact information, access new letters/notifications/documents, and published general information) that they want to receive electronic notifications/alerts regarding.
5. Self-service users will have the ability to select the method of delivery (e.g., mail, email, text message) to receive communications for each type of account activity.

An approval workflow will route transactions to the appropriate approvers and/or reviewers when necessary, prior to updating the HRMS.

2.4.6 Health and Safety

The EBD maintains Health and Safety data, which is known as the ARS, in a PeopleSoft module within NYBEAS. Currently ARS is a pass-through system for the NYS WCB—the agency that regulates workers' compensation and NYSIF—the state's (as employer) workers' compensation administrator. ARS is a heavily customized PeopleSoft module (Health and Safety) based on NYS and International Association of Industrial Accident Boards and Commissions (IAIABC) related requirements. The goal of ARS is to reduce NYS workers' compensation costs by reducing the time it takes to report an accident and by identifying hazardous working conditions for the purpose of developing abatement programs proactively. The information in ARS is used for claims processing and reporting. Reports and forms—capable of being printed directly from the system—required at the state and federal level will be provided by HRMS or AnalyzeNY.

2.4.7 Performance Management

GOER is responsible for administering the state's Performance Management Program. **A pilot rollout of ePerformance is underway in NYS's PeopleSoft 9.2 HCM for three state agencies and will only** include partial functionality of the ePerformance module. The ePerformance functionality implemented as part of the pilot rollout is expected to be implemented in the HRMS for Deployment 1, and the remaining requirements for all other in-scope agencies will be implemented as part of Deployment 3. A description of the HRMS implementation and the envisioned deployments is provided in Section 2.7, Implementation Approach/Deployment. The implementation of ePerformance in both deployments will include the following subprocesses:

1. System Configuration.

2. Automatic Document Generation.
3. Notifications.
4. Automatic Security Role Updates.
5. Homepages/Dashboards.
6. Forms.
7. Appeal Status Page.
8. Queries and Reports.
9. Miscellaneous Requirements.
10. Probationary Evaluations.

2.4.8 Labor Administration and Grievances

GOER represents the governor in negotiations with 10 public employee unions representing NYS agencies' employees in 14 negotiating units. GOER administers the contracts negotiated by the state and the public employee unions. GOER is responsible for oversight of contract, noncontract, and Out-of-Title Work Grievances (OTWGs) filed by employees. DCS C&C does initial review of OTWGs and submits recommendations to GOER. Agencies may consult with GOER regarding disciplinary actions. The OTWG is the only process in scope for PeopleSoft HRMS. Contract and noncontract grievances and employee disciplinary processes are out of scope for this project.

2.5 Data Conversion and Migration

HRMS Principle for Conversion of Data To the HRMS

The underlying principle for the conversion of data from NYSTEP, HCM, and NYBEAS systems to the HRMS is to convert active and inactive information that is required to support state businesses from the HRMS go-live forward. Data from one or more of the legacy applications will be converted for each deployment, to ensure that the full population of required data is represented in the HRMS. Data from agency solutions, LATS, PayServ and the reporting database may be used to augment data from NYSTEP, HCM, or NYBEAS. Any data that is not converted to the HRMS shall be considered as part of the data archival strategy to be defined and implemented by the SI.

The SI shall plan the data conversion, lead and develop the data conversion tasks, and work with the state to properly map and convert data from existing legacy applications to the new Oracle PeopleSoft Enterprise HR 9.2 (PeopleSoft) data model for the HRMS. The SI shall work with the state to plan specific details of historical data conversion. The SI shall be responsible for leading the complete life cycle of conversion activities, with the state being in the support role. Based upon the volume of data being considered, the SI shall provide the data conversion methodologies, processes, conversion programs, and any third-party data conversion tools to the state. The SI shall be responsible for multiple conversion dry runs, with the state being responsible for data reconciliation. The SI shall provide the technical design documentation for all data conversions developed by the SI as defined in RFP Sections 2.9.5.1 and 2.9.5.2.

Table 3, Data Conversion Responsibility Matrix, indicates SI and state responsibilities for the major state HR data conversion tasks. Proposer should indicate if their approach aligns with the responsibilities.

Table 3, Data Conversion Responsibility Matrix

Task	State	System Integrator
Data Extraction*	Support	Responsible
Data Scrubbing	Responsible	Support
Data Mapping	Support	Responsible
Migration Processes	Support	Responsible
Data Translation	Support	Responsible
Data Reconciliation	Responsible	Support
Migration Testing	Support	Responsible
Data Conversion and Data Migration Cutover	Support	Responsible

Responsible – The responsible party has the prime duties to accomplish the task in timely and quality manner.

Support – The supporting party provides input and content to the task.

* NYS will provide necessary background on existing table structures, and NYS and the SI shall work together to get the necessary data extraction from the legacy applications.

Legacy Systems Data Overview (Sample Only)

The information provided in this section should inform proposers of the approximate size and complexity of the data conversion needs of the state. It is not intended to be a complete list of all data or configurations needed to deploy the HRMS for the state. Proposers should base their estimates on their experience in implementing PeopleSoft HCM 9.2, providing their recommended best approach, methods, and timing to complete the data loading and conversion to meet the functional needs of the state.

Major types of data that the state anticipates will need to be converted include, but are not exclusive to:

Table 4, Data Types to be Converted to HRMS

Data Type
Accident Reporting System (ARS) Incident Records
Benefits Billing and Payment Records
Benefits Enrollment Records
Common Definitions Setup Data
Employee History Records
Foundation Setup Data
Out-of-Title Grievance Records
Position Data Records
Product Related Setup Data
Transaction Request Records

For purposes of determining the level of effort for data conversion, assume that the state wishes to convert the following data (likely to be accomplished in various deployments) as indicated.

The record counts provided in this section will likely change prior to deployment.

The State has more than **4,500,000** job records in NYSTEP. The state plans to convert active employee records and their history from NYSTEP to the HRMS. The state estimates that there are more than **167,000** active employees (Active, Paid Leave of Absence [PLA], Leave of Absence [LOA], and Hold) with close to **2,600,000** detail transaction rows. These records are supported by more than **4,100,000** position data records that need to be converted to the HRMS.

The state plans to convert approximately **3,000** inactive employees with around **45,000** detail transaction rows from NYSTEP. These records will provide continuity of position incumbent history required for the BDA process. The state estimates that an additional **3,500** position data records will be required to support these employee records that need to be converted to the HRMS.

The state needs to convert approximately **1,500** active employees (Active, PLA, LOA, and Hold) with close to **10,500** associated detailed transaction rows from the HCM to the HRMS. These employee records are for employees in agencies that are not contained in NYSTEP. These employee records are supported by approximately **3,500** position data records that need to be converted to the HRMS.

The state has more than **4,900,000** job records in NYBEAS. The plan is to convert active NYBEAS records for individuals and dependents who have benefits—including their history—to the HRMS. The state estimates there are more than **2,500,000** records in NYBEAS for benefits and associated history going back seven years. In addition, the state will need to convert to the HRMS open employee billing balance information related to the benefits records.

The state has nearly **16,000** OTWG records in NYSTEP. The plan is to convert around **5,000** active OTWG records from NYSTEP to the HRMS.

The state has nearly **12,000** Salary Differentials (NYS Civil Service Law §130) records in NYSTEP. The plan is to convert around **4,000** active Salary Differentials records from NYSTEP to the HRMS.

The state intends to convert all the records in its Health and Safety module (ARS) within NYBEAS to the HRMS. The ARS has more than **600,000** records.

The state has nearly **33,000** PFL claims records and nearly 14,000 IPP claims records in NYBEAS. The plan is to convert all these records to the HRMS.

The state plans to convert existing foundation table, common definitions, and product-related setup data—where appropriate—to the HRMS. Delivered, user defined, and custom values will be converted only after the SI has evaluated the impact of existing values on new functionality and integrated systems/modules throughout the multiple HRMS deployments.

The SI shall be responsible for leading the complete life cycle of conversion activities, with the state being in the support role. NYS will provide the necessary background on the existing table structures in the legacy applications. NYS and the SI will work together to accomplish the necessary data extraction from the legacy applications.

Data Storage Solution

The SI will need to work with the state to define and implement an HRMS data storage strategy. The data storage strategy needs to include defining a Secondary Data Storage location and implementation for the HRMS. The SI will be responsible for implementation of the approved HRMS data storage strategy.

The SI shall recommend and implement methodologies, designs, plans, and solutions for the HRMS Secondary Data Storage to permit the state to maintain the stored data for the future. The recommendations shall conform with NYS ITS Chief Technology Officer (CTO) policies and shall be in alignment with the NYS technology direction.

Legacy system (i.e., HCM, NYBEAS, NYSTEP) data, including application, configuration, and any documents that are not converted to the HRMS will need to be migrated into the Secondary Data Storage location(s). The HRMS will need to enable users to view the historical data and allow selected users to correct or update the historical data. NYS will provide the hardware and software for the Secondary Data Storage location(s) based on the recommendations of the SI and approved by the HRMS project director. The data migration to the Secondary Data Storage location(s) will be performed by the SI, and the HRMS team will support the effort.

The state needs be able to maintain access to the stored historical data, update the data, and report on the data required to support historical HR functions (e.g., legal inquiries, audits).

NYS requires immediate access to data and documents stored in the HRMS Secondary Data Storage location. The Secondary Data Storage location—along with the tools required to readily access the data and documents—shall be fully functioning by the applicable HRMS deployment go-live. The Secondary Data Storage location will be tested during the same test cycles as the HRMS.

The solution for the HRMS Secondary Data Storage must have the necessary security controls, including data security similar to the HRMS. HRMS users shall only access the data/documents in the HRMS Secondary Data Storage location for which they have proper security access.

Data Archival

The state will define the HRMS data archiving policy that adheres to the applicable NYS data retention policies. The SI will provide recommendation(s) for the solution regarding how to satisfy the state archive policies.

There is a need for the HRMS to have a seamless capability to access the archived data for viewing, updating, or copying as a new record.

2.6 Reporting and Querying

The HRMS requires reporting functionality that will allow for producing standard statewide and agency-specific reports. For planning purposes, the proposer should assume design and development of 360 reports and/or queries. These reports and queries will include state and federal reports, transaction-based reports, and agency-specific reports. While some agencies may require their own set of customized reports, the overall goal is to rationalize requirements and limit customizations wherever possible.

As identified in Section 2.5, Data Conversion and Migration, the HRMS project will require the SI to implement a solution for storing data not converted to the HRMS and for storing data adhering to the applicable data retention policies. The stored data must be seamlessly accessible and reportable using the HRMS components/pages, reports, and queries. For example, when a user enters criteria for a report or query and the data resides in the HRMS and the HRMS Secondary Data Storage location, all the resulting data will need to be consolidated into the report or query results. Stored historical data shall not be allowed to be pulled back into the HRMS to create a new record.

The HRMS project also requires the SI to implement a reporting/querying solution that enables business users to create and run ad hoc queries. The reporting/querying solution will require the SI to work in close collaboration with state staff—both the HRMS core team and staff in agencies. Agency implementation teams will require assistance in developing their own agency-specific reports. These activities will be critical to ensure agency adoption of the new system.

NYS has reporting and querying capability within each of the existing applications (HCM, NYBEAS, and NYSTEP) targeted for replacement; however, NYS also uses AnalyzeNY, a data warehouse (DW) for reporting and data analysis. AnalyzeNY is an Oracle Business Intelligence (BI) DW that will continue to operate and will be expanded to include HRMS reporting capabilities based on HR data provided to AnalyzeNY from the HRMS. The SI will be responsible for supporting AnalyzeNY.

The SI should plan to review the 360 reports and/or queries assigned to be developed by the SI with the HRMS project team. The SI and the HRMS project team will need agree on the best implementation approach for each report/query. To reach an agreement on implementation approach with the HRMS project team, the SI will perform the following activities:

1. Review statutorily required statewide and agency-specific reports.
2. Identify source data elements, user base, refresh rate, formatting and layout, distribution frequency, mode of delivery, security, etc.
3. Identify the statewide and agency-specific reporting requirements that would be better satisfied through DW and BI functionality.
4. Prioritize reports inventory based on criteria established in consultation with the HRMS Project Team.

The HRMS team has classified the HRMS query/report complexities according to the definitions provided in Table 5, Query/Report Complexities.

Table 5, Query/Report Complexities

Complexity	HCM and NYSTEP	NYBEAS
Low Complexity	<ul style="list-style-type: none"> Query/Report is available in AnalyzeNY. 	<ul style="list-style-type: none"> One table or one view of one table.
Medium Complexity	<ul style="list-style-type: none"> Query/Report is identified in another requirement and requires only OBIEE changes. 	<ul style="list-style-type: none"> Maximum of two tables or view(s) of two tables with no more than one subquery. Maximum of two tables or view(s) of two tables that require conversion from custom to delivered table(s) or re-customization. Contains a custom table/view.
High Complexity	<ul style="list-style-type: none"> Structured Query Report (SQR)/Crystal Reports. Multiple data source systems. Many calculations and data transformations. New Oracle Data Integrator (ODI) requirements (Extract, Transform, Load [ETL] loads for AnalyzeNY). 	<ul style="list-style-type: none"> Contains a view of multiple tables and/or views. More than two tables/views, at least one of which is a view. Includes more than one subquery. Multiple table(s) and/or view(s) that require conversion from custom to delivered table(s) or view(s) or re-customization. Batch report(s) (SQR/Crystal Reports/Extensible Markup Language [XML] Publisher).

The SI and HRMS team should also review any resource-intensive queries and reports to determine the best reporting solution for each.

The HRMS team has identified the HRMS queries/reports that will need to be developed by the SI. The number of queries/reports the SI will need to develop is identified in Table 6, HRMS Queries/Reports to be Developed by the SI.

Table 6, HRMS Queries/Reports to be Developed by the SI

System	Low Complexity Queries/Reports	Medium Complexity Queries/Reports	High Complexity Queries/Reports
HCM	0	0	21
NYBEAS	0	26	284
NYSTEP	0	0	22
New/Future Reports *	0	0	7
Totals	0	26	334

* The New/Future Report counts indicates reports that NYS envisions will provide information available once the HCM, NYBEAS, and NYSTEP have been consolidated into the HRMS.

Note that the number of reports/queries to be developed by the SI may change based on the development of the recommended best implementation approach for each report/query following review by the SI and the HRMS project team.

The New/Future Report counts indicates reports that NYS envisions will provide information available once the HCM, NYBEAS, and NYSTEP have been consolidated into the HRMS.

The total number of medium and high complexity queries/reports (360) identified to be included in this RFP may change, depending on the proposed solution.

The query/report numbers provided in Table 6, HRMS Queries/Reports to be Developed by the SI do not include HRMS queries/reports that will be developed by NYS or queries/reports that will be generated from exported HRMS data by systems other than the HRMS.

2.7 Implementation Approach/Deployment

NYS envisions that the HRMS solution can be implemented in three deployments, as discussed in this section. The state expects that the SI will provide recommendations regarding the implementation plan presented in this section. The state has determined that replacement and consolidation of the existing HCM and NYSTEP systems is expected to be included in the first deployment of the implementation, due to the age of the PeopleSoft versions on which the HCM and NYSTEP applications are running and the potential efficiency gains of consolidating HCM and NYSTEP functionality. The SI should provide a recommended approach for the implementation of the HRMS that satisfies the state's needs and receives approval by the HRMS project director.

During implementation, the state expects that the HRMS will continue to interface with existing information trading partners. As the SI releases each deployment of the HRMS, the HRMS integrations/interfaces may change as functions/applications are consumed in the HRMS. Throughout the deployments, the SI may need to implement multiple interfaces with internal and external HRMS systems. Between HRMS deployments, the vendor is expected to provide support for the deployed HRMS while working to implement the next HRMS deployment.

Scope and deployment of the HRMS should be considered flexible and could change based on business needs, input, and feedback.

Table 7, HRMS Core Business Process Implementation by Deployment, depicts the HRMS core business processes and the deployment by which NYS envisions that they could be deployed. It is expected that the SI will use this as a baseline before making an independent determination regarding what functionality should be deployed, and when, to meet NYS needs.

Table 7, HRMS Core Business Process Implementation by Deployment

Core Business Process	Deployment 1	Deployment 2	Deployment 3
Benefits Administration	Partial *1	Full	Modify as Needed
Compensation	Full	Modify as Needed	Modify as Needed
Core HR (including eProfile Manager and Employee Self-Service)	Full	Modify as Needed	Modify as Needed
Health and Safety	None	Full	Modify as Needed
Labor Administration	Full	Modify as Needed	Modify as Needed
Leave Administration (including Leave Self-Service)	Full	Modify as Needed	Modify as Needed

Core Business Process	Deployment 1	Deployment 2	Deployment 3
Performance Management	Partial/Pilot	Modify as Needed	Full
Title and Position Management	Full	Modify as Needed	Modify as Needed

*1 FMLA requirements only as needed for updating employee history and interface to NYBEAS.

Details of each proposed deployment phase are described below.

2.7.1 Deployment 1 – Functionality

Deployment 1 of the HRMS will bring HCM and NYSTEP functions into PeopleSoft 9.2 for Employee and Position Management. NYS has determined that replacement and consolidation of the existing HCM and NYSTEP systems is expected to be included in the first implementation phase due to the age of the PeopleSoft versions on which the HCM and NYSTEP applications are running and the potential efficiency gains of consolidating HCM and NYSTEP functionality.

Figure 3 provides a high-level view of the HRMS interfaces at the end of Deployment 1. Details on each interface can be found in Section 2.3.

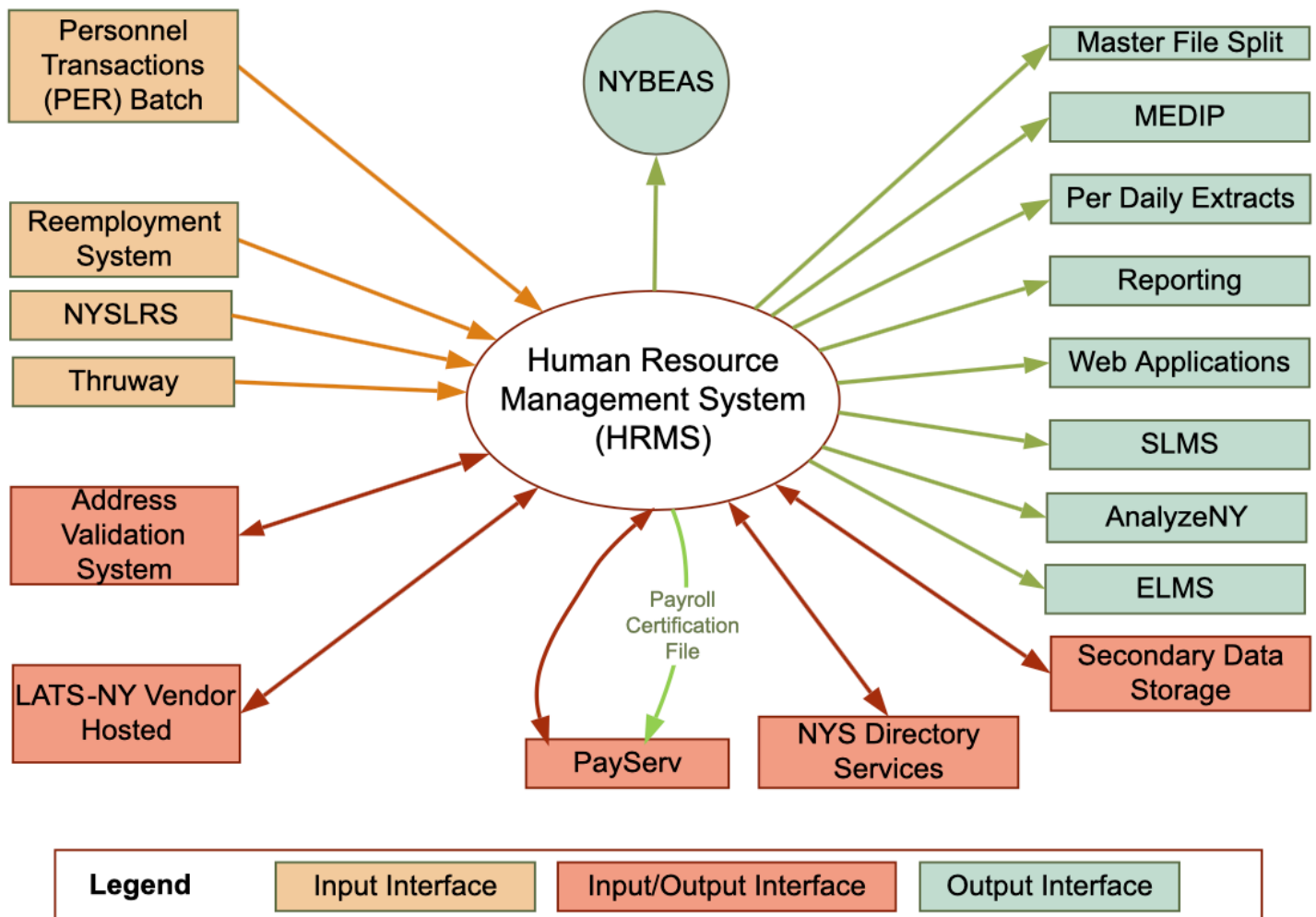


Figure 3, Deployment 1 HRMS Interfaces

Capabilities that will be implemented in Deployment 1 include:

1. HCM—The HCM manages all personnel transactions and employee records for BSC supported agencies. A goal of the HRMS is to expand BSC shared services to provide HR services for all NYS agencies.
2. NYSTEP personnel transaction capabilities, including Position Classification/Compensation, OTWG, Salary Adjustments, and Reporting for more than 100 agencies. A goal of the HRMS is to achieve efficiency gains in consolidating HCM and NYSTEP capabilities.
3. Performance Management (pilot) capabilities, including Approvals and Workflow, Create/Maintain Employee Goals, Evaluate Performance, Reporting and Analytics, and Security for three state agencies with enhanced workflow as part of the Deployment 1 pilot program, as defined in HRMS Attachment 3 - Requirements Traceability Matrix (RTM).
4. Employee self-service capabilities to enable employee onboarding and employee personal detail changes (name, address, etc.).
5. Manager self-service capability to enable managers to manage performance management.
6. Core business process capabilities, as defined in HRMS Attachment 10 - Core Business Processes, including:
 - a. Compensation.
 - b. Core HR (including eProfile Manager and Employee Self Service).
 - c. Labor Administration (OTWG).
 - d. Leave Administration (including Leave self-service).
 - e. Performance Management requirements subset as defined in HRMS Attachment 3 - Requirements Traceability Matrix (RTM) for Deployment 1.
 - f. Title and Position Management.
7. Implementation of all interfaces and batch processes required for Deployment 1.
8. Business Process Reengineering (where applicable) as a result of the ongoing organizational BPR meetings with the HRMS stakeholders. The SI will need to participate in the ongoing organizational change BPR meetings. See Section 2.4, HRMS Core Business Processes for further detail.
9. Required/Mandated Reporting, as defined in Section 2.6, Reporting and Querying.
10. Dashboards, as defined during the Deployment 1 Analysis and Design phase or as defined in the Deployment 1, Configuration and Development phase.
11. Deployment 1 Data Conversion, as described in Section 2.5, Data Conversion and Migration.
12. All RTM requirements assigned to Deployment 1 as defined in HRMS Attachment 3 - Requirements Traceability Matrix (RTM).
13. All Peoplesoft setup and configuration needed for PeopleSoft 9.2 HCM modules for Deployment 1.

During each deployment, the SI shall work with the HRMS Team to onboard NYS agencies to use the HRMS functionality.

2.7.2 Deployment 2 – Functionality (additional)

Deployment 2 of the HRMS will build upon Deployment 1 and bring NYS employee benefits processing functions and the ARS functions into PeopleSoft 9.2.

Figure 4 provides a high-level view of the HRMS interfaces at the end of Deployment 2. Details on each interface can be found in section 2.3.

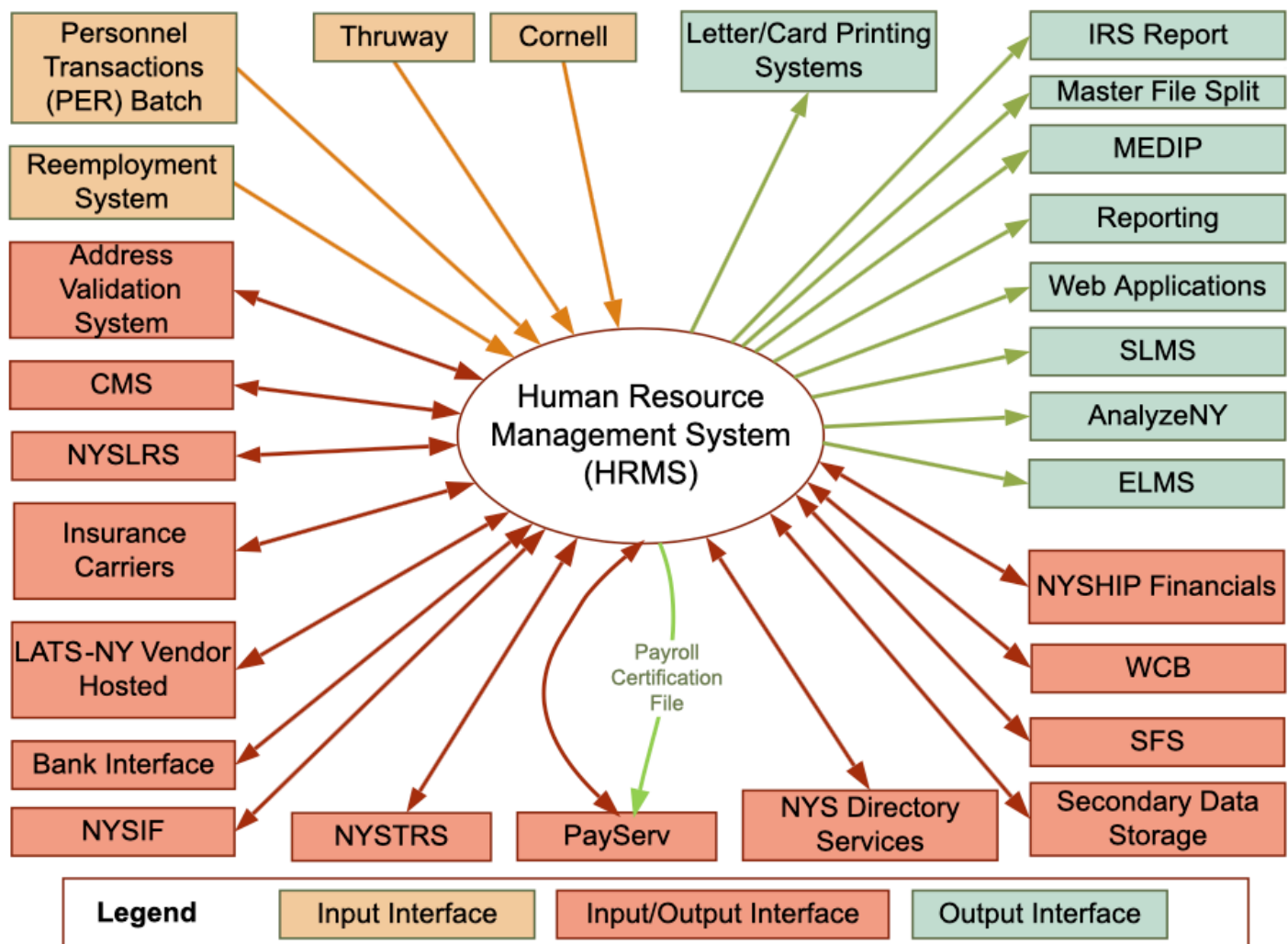


Figure 4, Deployment 2 HRMS Interfaces

Deployment 2 will include:

1. Core business process capabilities, as defined in HRMS Attachment 10 - Core Business Processes, including:
 - a. Benefits Administration.

- b. Health and Safety.
- 2. Implementation of all additional interfaces and batch processes required for Deployment 2.
- 3. Required/Mandated Reporting, as defined in Section 2.6, Reporting and Querying.
- 4. Business Process Reengineering (where applicable) as a result of the ongoing organizational BPR meetings with the HRMS stakeholders. The SI will need to participate in the ongoing organizational change BPR meetings. See Section 2.4, HRMS Core Business Processes for further detail.
- 5. Dashboards, as defined during the Deployment 2 Analysis and Design phase or as defined in the Deployment 2 Configuration and Development phase.
- 6. Deployment 2 Data Conversion, as described in Section 2.5, Data Conversion and Migration.
- 7. All RTM requirements assigned to Deployment 2, as defined in HRMS Attachment 3 - Requirements Traceability Matrix (RTM).
- 8. All Peoplesoft setup and configuration needed for PeopleSoft 9.2 HCM modules for Deployment 2.

During each deployment, the SI shall work with the HRMS Team to onboard NYS agencies to use the HRMS functionality.

2.7.3 Deployment 3 – Functionality (additional)

Deployment 3 of the HRMS will build upon Deployments 1 and 2 and bring additional capabilities, as defined in HRMS Attachment 10 - Core Business Processes, to the HRMS in PeopleSoft 9.2., including:

- 1. Core business processes, including:
 - a. Performance Management, Probationary Evaluations capability, as defined in HRMS Attachment 3 - Requirements Traceability Matrix (RTM).
- 2. Expansion of ePerformance to all participating agencies.
- 3. Nonmandatory reporting.
- 4. Implementation of any interfaces and batch processes required for Deployment 3.
- 5. Business process reengineering (where applicable) as a result of the ongoing organizational BPR meetings with the HRMS stakeholders. The SI will need to participate in the ongoing organizational change BPR meetings. See Section 2.4, HRMS Core Business Processes for further detail.
- 6. Dashboards, as defined during the Deployment 3 Analysis and Design phase or as defined in the Deployment 3 Configuration and Development phase.
- 7. Deployment 3 Data Conversion, as described in Section 2.5, Data Conversion and Migration.
- 8. All RTM requirements assigned to Deployment 3, as defined in HRMS Attachment 3 - Requirements Traceability Matrix (RTM).
- 9. All Peoplesoft setup and configuration needed for PeopleSoft 9.2 HCM modules for Deployment 3.

During each deployment, the SI shall work with the HRMS Team to onboard NYS agencies to use the HRMS functionality.

2.8 Infrastructure Hardware/Environments

NYS is planning on implementing the HRMS utilizing PeopleSoft 9.2 in an on-premises solution for all environments. A description of the Infrastructure hardware/environments that NYS will have available for the SI to implement the HRMS are provided in HRMS Attachment 8 - Infrastructure Hardware and Software. The infrastructure hardware and software requirements are provided in HRMS Attachment 3, Requirements Traceability Matrix (RTM).

2.9 Deliverables

This section defines the HRMS project deliverables that NYS expects the SI to provide while under contract and the tasks for which the SI is responsible. The state will be responsible for reviewing and approving these deliverables. The SI shall be responsible for scheduling all project meetings and providing working material, including, but not limited to: developing and distributing meeting agendas, recording and distributing meeting materials.

HRMS project deliverables are organized into the following groupings:

- 1. Project Planning—These deliverables will document guidance for the rest of the project.
- 2. Analysis and Design—These deliverables document the analysis and design that will guide the project implementation.
- 3. Configuration and Development—These deliverables will document the implementation of the HRMS.
- 4. Data Conversion and Migration—These deliverables will document the data conversion and the data migration processes so that they can be followed in future implementations.
- 5. Testing—These deliverables will document the tasks performed to ensure that the HRMS is fully tested and is ready for production rollout.
- 6. Training—These deliverables will document the tasks associated with preparing end users for use of the HRMS and managing future change.
- 7. Operational Readiness—These deliverables will document the plans and tasks associated with determining organizational readiness for the deployments.
- 8. Deployment and Go-Live Support—These deliverables will document the tasks associated with taking the HRMS into a production environment.

The HRMS team will work with the SI on many tasks described in the following deliverables, but the SI has final responsibility for their successful completion. State staff members of the HRMS team will be responsible for reviewing the HRMS deliverables defined in this section. The HRMS project director will be responsible for approving each deliverable.

Each deliverable described in this section represents a grouping of related deliverables. Within each grouping, individual deliverables will be described. The list of deliverable documents will be provided with a description of each document and any requirements for each document.

Table 8, HRMS Deliverable List

Deliverable	Deliverable Documents
Project Planning Deliverables	
PP1 – Project Management Planning	PP1-1 HRMS SI Project Kickoff Meeting Presentation
	PP1-2 Project Management Plan
	PP1-3 Project Schedule
	PP1-4 Project Schedule Maintenance
	PP1-5 Project Status Report(s)
	PP1-6 Project Status Meetings
	PP1-7 Project Staffing Plan
PP2 – Test Strategy	PP2-1 Test Strategy
PP3 – Training Strategy	PP3-1 Training Strategy
PP4 – HRMS Project Team Knowledge Transfer Planning	PP4-1 HRMS Knowledge Transfer Plan
	PP4-2 HRMS Project Team Knowledge Transfer Assessment
PP5 – Information Security Planning	PP5-1 Information Security Plan
PP6 – Infrastructure Planning	PP6-1 Infrastructure Plan
PP7 – Organizational Change Planning	PP7-1 Organizational Change Management Strategy
	PP7-2 Workforce Transition Strategy
Analysis and Design Deliverables	
AD1 – Business Requirements Confirmation	AD1-1 Updated RTM
	AD1-2 Security Requirements
	AD1-3 Infrastructure Requirements
	AD1-4 Fit-Gap Report
AD2 – Configuration and Customization Analysis	AD2-1 Configuration and Customization Analysis
AD3 – HRMS Design	AD3-1 Conceptual Design Document(s)
	AD3-2 Functional Design Document(s)
	AD3-3 Functional Specification Document(s)
	AD3-4 Technical Specification Document(s)
	AD3-5 Infrastructure Design Specification Document(s)
	AD3-6 Configuration Document(s)
	AD3-7 Application Fundamentals Document(s)
	AD3-8 Workflow Document(s)
	AD3-9 Security Design

Deliverable	Deliverable Documents
	AD3-10 Security Matrix
Configuration and Development Deliverables	
CD1 – Configuration and Build	CD1-1 Software Configuration Workbooks
	CD1-2 Software Customization
	CD1-3 Software Documentation
	CD1-4 Query/Report Inventory
	CD1-5 Letter Inventory
	CD1-6 Updated Security Matrix
CD2 – HRMS Technical Infrastructure Assessment	CD2-1 HRMS Technical Infrastructure Assessment for Production Environment
	CD2-2 Environment Software Installation
CD3 – Interface Implementation	CD3-1 Implement Interfaces
	CD3-2 Interface Application Development Guide
Data Conversion and Migration Deliverables	
DC1 – Data Conversion/Migration Planning	DC1-1 Data Conversion/Migration Plan
	DC1-2 Secondary Data Storage Plan
DC2 – Data Conversion	DC2-1 Data Conversion and Mapping Processes Documentation
	DC2-2 Data Conversion
	DC2-3 Data Conversion Results Report
DC3 – Data Migration	DC3-1 Data Migration
	DC3-2 Data Migration Results Report
Testing Deliverables	
TE1 – Data Conversion and Data Migration Testing	TE1-1 Data Conversion Test Plan
	TE1-2 Data Migration Test Plan
	TE1-3 Data Conversion Test Results
	TE1-4 Data Migration Test Results
TE2 – Security Testing	TE2-1 Application Security Test Plan
	TE2-2 Application Security Test Results
	TE2-3 Technical Infrastructure Security Test Plan
	TE2-4 Technical Infrastructure Security Test Results
TE3 – Systems Integration Testing	TE3-1 Systems Integration Test (SIT) Plan

Deliverable	Deliverable Documents
	TE3-2 System Integration Test Cases
	TE3-3 Systems Integration Test (SIT) Results
TE4 – Performance and Load Testing	TE4-1 Performance and Load Test Plan
	TE4-2 Performance and Load Test Results
TE5 – User Acceptance Testing	TE5-1 User Acceptance Test (UAT) Plan
	TE5-2 User Acceptance Test Cases
	TE5-3 User Acceptance Test Results
Training Deliverables	
TR1 – Training Planning	TR1-1 Training Plan
TR2 – Training Materials	TR2-1 Training Materials
TR3 – Instructor-Led Training	TR3-1 Deliver Training
	TR3-2 Training Report
TR4 – IT Operations and Procedures Manual	TR4-1 IT Operations and Procedures Manual
Operational Readiness Deliverables	
OR1 – Workforce Transition Planning	OR1-1 Workforce Transition Plan
OR2 – Operational Readiness Assessment	OR2-1 Operational Readiness Assessment
OR3 – Deployment Preparation	OR3-1 Deployment Plan
	OR3-2 Deployment Checklist
Deployment and Go-Live Support Deliverables	
DG1 – Deployment and Go-Live Report	DG1-1 Deployment and Go-Live Report
DG2 – HRMS Production Support	DG2-1 Production Support
	DG2-2 Monitoring and Reporting
	DG2-3 Activity Report
DG3 – HRMS Change Control	DG3-1 HRMS Change Requests

2.9.1 Deliverable Guidelines

2.9.1.1 *Deliverable Expectation Documents*

The purpose of the Deliverable Expectation Document (DED) is to ensure that a common understanding exists between the HRMS team and the SI regarding the scope and content (depth and breadth) of the deliverable, prior to beginning the work. NYS has templates for many of the documents described in Section 2.9. NYS would like to work with the SI to define a document template to be used on the HRMS project. For each deliverable, prior to beginning the work, the SI shall submit a DED to the HRMS project director for approval.

Each DED shall include the format, outline, and key content, including examples of any key figures, diagrams, and tables expected to be included in the deliverable.

2.9.1.2 Document Deliverable Format

NYS expects the document deliverables provided by the SI to be maintained by NYS. Where possible, each draft or final version of the deliverable should be provided in its native format (e.g., Word, Excel, Visio), and in PDF format. Refer to HRMS Attachment 12, ITS Contract Clauses for further detail.

2.9.1.3 NYS Branding

NYS has [NYS Branding Overview and Guidelines](#) that NYS agencies are required to follow for documents and web pages. For HRMS, NYS intends to maintain the HRMS long after the SI contract has ended. Therefore, NYS requests that the SI follow the NYS Branding Overview and Guidelines for their HRMS deliverable documents wherever possible.

2.9.1.4 Deliverable Acceptance Form

The SI shall use the HRMS Appendix K - Deliverable Acceptance Form, to request written approval and acceptance by the HRMS project director for each deliverable. Completed work products (deliverables) will be delivered to the HRMS project director, who has been authorized to approve deliverables. Deliverables must successfully meet expected quality as well as contract requirements. The HRMS project director will approve or reject deliverables. Deliverables will not be automatically accepted in the event of NYS failure to act. If a deliverable is rejected, the cause for rejection and all defects to be addressed will be documented by the state and provided to the SI. Identified defects shall be addressed by the SI, to the satisfaction of the state. The corrected deliverable shall be resubmitted by the SI. There shall be no verbal acceptance or acceptance by default of a deliverable.

2.9.1.5 Microsoft SharePoint

The SI shall upload all documentation (draft and final) deliverable files to a NYS-provided and maintained Microsoft SharePoint site. The site information will be provided to the SI by the HRMS team.

2.9.1.6 Deliverable Updates

Once a deliverable has been accepted, the SI shall provide updated deliverable documents, as necessary, throughout their contract.

2.9.1.7 Data Access

NYS shall have access to its data and any custom code at all times, through the term of the contract. Refer to HRMS Attachment 12, ITS Contract Clauses for further detail.

2.9.1.8 *Proprietary Tools/Software*

All the deliverables produced by the SI shall be in a format that can be maintained by NYS going forward. If the SI intends to use any proprietary tools/software that NYS does not own that would require NYS to procure/obtain that software to maintain the deliverables post-implementation, the SI shall get prior approval for the use of such tools/software by the HRMS project director.

2.9.1.9 *Project Working Meetings*

During the project, working meetings are expected to be needed to accomplish the project requirements. The SI will be responsible for working with the HRMS team to schedule/plan meetings on an as-needed basis.

Project working meetings should be planned according to the following guidelines.

1. Meeting agendas and meeting materials should be sent to attendees prior to the meetings.
2. It is anticipated that most of these meetings will occur via web conferencing, through Webex, GoToMeeting, or equivalent.
3. When necessary, the SI should schedule and attend on-site meetings at the OGS offices in Albany.
4. Meeting notes should be sent to attendees within five working days after each meeting.
5. Meeting agendas, meeting materials, and meeting notes should be posted to the HRMS project SharePoint site within five working days after each meeting.

2.9.2 **Project Planning**

This section documents the project planning related deliverables the SI is expected to deliver.

Table 9, Project Planning Deliverables

Deliverable	Deliverable Documents
PP1 – Project Management Planning	PP1-1 HRMS SI Project Kickoff Meeting Presentation
	PP1-2 Project Management Plan
	PP1-3 Project Schedule
	PP1-4 Project Schedule Maintenance
	PP1-5 Project Status Report(s)
	PP1-6 Project Status Meetings
	PP1-7 Project Staffing Plan
PP2 – Test Strategy	PP2-1 Test Strategy
PP3 – Training Strategy	PP3-1 Training Strategy
PP4 – HRMS Project Team Knowledge Transfer Planning	PP4-1 HRMS Knowledge Transfer Plan
	PP4-2 HRMS Project Team Knowledge Transfer Assessment

Deliverable	Deliverable Documents
PP5 – Information Security Planning	PP5-1 Information Security Plan
PP6 – Infrastructure Planning	PP6-1 Infrastructure Plan
PP7 – Organizational Change Strategy	PP7-1 Organizational Change Management Strategy PP7-2 Workforce Transition Strategy

2.9.2.1 PP1 – Project Management Planning

The HRMS team is following defined standard project management processes and procedures based on best practices, the “NYS Project Management Guidebook,” and the Project Management Institute “Project Management Body of Knowledge” (PMI PMBOK). The intent of the deliverable documents defined in this section is to align HRMS and SI project management processes to establish a standard project management methodology to guide HRMS implementation activities. Initial and periodic meetings with the HRMS team will need to be held. This deliverable also asks for the development of a project schedule from the SI, which will be refined throughout the engagement.

2.9.2.1.1 PP1 Guidelines

Refer to the “NYS Project Management Guidebook Release 2 ”(<https://its.ny.gov/nys-project-management-guidebook-release-2>) and the PMI’s “PMBOK Guide and Standards.”

Kickoff meetings should be held for major milestones, including the start of HRMS team tasking, throughout this project.

The SI will attend periodic meetings with the HRMS project director, HRMS project leads, and other HRMS team members over the life of the project.

The SI should schedule, provide agendas, attend, and take and publish meeting minutes for working meetings.

Meeting minutes should be recorded and published within five working days of each meeting.

The project management plan should document project assumptions.

The project schedule should:

1. Indicate project tasks, deliverables, start and end dates, dependencies, and resources precisely.
2. Highlight the critical schedule path for project tasks and deliverables.
3. Quantify the SI's and NYS's resource requirements.
4. Allow for sufficient review periods for key deliverables.
5. Include key dependencies outside the scope of the SI that could impact SI activities and need to be tracked closely. Key milestones of agency planning, budgeting, and system update activities must be included in the HRMS project schedule, where applicable. The HRMS team will work closely with the SI to identify and track dependencies.

It is preferred that the project schedule be approved and accepted within the first five weeks of the SI engagement.

The HRMS team will provide the SI with a list of project stakeholders prior to the kickoff meeting and will identify any changes to the project stakeholders throughout the course of the project.

2.9.2.1.2 PP1 Deliverables

PP1-1 HRMS SI Project Kickoff Meeting & Presentation

After contract award, the SI shall plan and attend a project kickoff meeting. This project kickoff meeting will be held at NYS offices in Albany, New York. At the project kickoff meeting, the SI will be expected to have their SI project director attend, along with any staff who will be fulfilling the following project roles for the SI: SI project manager, SI functional and technical leads, and other applicable SI subject matter experts.

Within five business days of the meeting, the SI shall provide the HRMS team with a copy of the kickoff meeting slides, attendee list, and minutes. The initial project kickoff meeting will serve as the first deployment kickoff meeting. The SI shall hold a project kickoff meeting for each planned deployment.

PP1-2 Project Management Plan

The SI shall provide an HRMS project management plan for each HRMS deployment and shall work with the HRMS team to align project management processes with the SI's deployment planning. This plan should document any project or deployment assumptions. Standard project management planning tasks should include the following, at a minimum: action item management, change management, communication management, defect management, issue management, progress status reporting, quality management, requirements management, risk management, and schedule management.

PP1-3 Project Schedule

The SI shall refine and elaborate on the master schedule submitted as part of the RFP response, including detailed activities and establishing a realistic work breakdown structure that aligns with the phased deployment. Additional requirements include that the project schedule shall:

1. Be developed and maintained using the Microsoft Project tool.
2. Clearly identify different resources, including but not limited to SI, HRMS team, and the NYS ITS. team
3. Identify the resources for each task.
4. Identify deployment and deliverable timeframes.
5. Provide five working days for deliverable reviews by the HRMS team and key partners. The SI should attempt to provide no more than three deliverables for review in any five-day period. For large/complex deliverables, the HRMS team may request a walkthrough of the deliverable prior to start of the review.

PP1-4 Project Schedule Maintenance

The SI shall update the project schedule weekly so that, at any given time, it reflects a snapshot of the status—including percentage complete, resource allocation, and variance from baseline. The SI project schedule will be a "rolling wave" plan identifying the detailed activities and tasks for the next nine months, and the summary milestone activities through the end of the engagement. The SI will review major changes to the schedule resulting from fit-gap activities, changes in staffing, and other mid-course corrections at project status meetings biweekly, at a minimum.

PP1-5 Project Status Report(s)

The SI shall provide a weekly HRMS project status report to the HRMS team that will contain the following:

1. Planned actives/deliverables and their status for the week.
2. Changes to schedules, resources, and scope.
3. Update on risks, actions, and their status.
4. Notice of planned actives/deliverables for next two weeks.

This deliverable will be paid in monthly installments dependent on the number of months in the SI's proposal.

PP1-6 Project Status Meetings

The SI shall work with the HRMS team to schedule, at a minimum, weekly project status meetings and other meetings as required. The SI will be responsible for working with the HRMS team to schedule meetings, develop meeting agendas, distribute meeting agendas to attendees, record meeting minutes, and distribute meeting materials and minutes. The SI should address any items raised in the project status report. The SI should anticipate attending on-site meetings at the OGS offices in Albany, as scheduled and/or required, following the kickoff meeting.

This deliverable will be paid in monthly installments dependent on the number of months in the SI's proposal.

PP1-7 Project Staffing Plan

The SI shall provide a staffing plan that identifies the staff assigned to the project indicating the hours per month for each staff role. The SI will update the staffing plan as necessary during the project.

2.9.2.2 PP2 – Test Strategy

The SI shall develop a test strategy for each deployment that provides the HRMS team with insight into how each core business process and each requirement for the deployment will be tested. The SI shall work with the state to determine an agreed-upon strategy to test and verify that the overall solution works as intended for the associated deployment. The SI's test strategy shall define the overall acceptance management process, signifying that a deployment deliverable meets NYS expectations. The test strategy should identify the approach to be used by the SI vendor for performing unit testing, integration testing, UAT, pilot testing (where applicable), and transition to production.

2.9.2.2.1 PP2 Guidelines

The SI support must include methods to monitor ongoing user support demand and usage. Unmet or under-satisfied support requirements must be identified and acted upon to facilitate continual improvement.

2.9.2.2.2 PP2 Deliverables

PP2-1 Test Strategy

The SI shall develop and submit a test strategy and update it for each HRMS deployment, addressing the core business processes and business requirements assigned to the deployment and indicating where and how

they will be tested. The defect management and defect reporting process should be identified. The different types of testing the SI will perform will be described at a high level.

2.9.2.3 PP3 – Training Strategy

The purpose of the HRMS training is for the SI to address the learning needs of the end users of the system. The end users must obtain the necessary skills from the training to perform their jobs efficiently and smoothly. Every user role that will use the HRMS system must have training provided, including day-to-day end users, those who provide data to the system, and those who consume data from the system.

An aspect of each HRMS deployment is the creation and customization of various training materials and system documentation by the SI to support the HRMS. These materials need to address both the use and maintenance of the HRMS and will play an integral part in system acceptance for each HRMS deployment.

For all training delivery methods, the SI is expected to provide the minimum specifications for the laptop/desktop and/or the browser information for internet connectivity, to hold a successful user training experience.

If in-person instruction is provided as part of the training plan, NYS will provide the training facility (space) for those training sessions. All facilities/rooms provided by NYS will include laptops/desktops, networking/telecommunications, whiteboards, and charts.

If virtual or web-based online training is to be provided, NYS will provide each end user with a laptop/desktop equipped to the minimum specifications for the laptop/desktop, browser, and internet connectivity to hold a successful user training experience.

The SI is responsible for developing and delivering a variety of training programs for a variety of user types, including but not limited to in-person training, virtual training, or web-based online training. Training plans will be developed that identify all necessary training tasks, training resource requirements, course descriptions, and processes to evaluate the effectiveness of the training delivered.

The SI needs to train state staff who will be providing support for HRMS business and technical stakeholders, including but not limited to the stakeholders identified in Figure 1, Key Stakeholders. All support service access to NYS data must be from within the continental United States (CONUS). At no time will any of the SI support staff be allowed to access HRMS data directly, or indirectly, from outside the CONUS.

2.9.2.3.1 PP3 Guidelines

1. Training should follow the Association for Talent Development's (ATD) guidelines for curriculum development.
2. Training must relate HRMS training to the OOTB, configured, or customized HRMS business processes.
3. Segregated role-based training material should be provided for NYS control agencies versus line agencies.
4. For external HRMS interfaces, the SI shall describe how the interfaces will be provided during training.

Facilities, locations, availability of trainees, and infrastructure for training delivery will be managed by the HRMS team. The SI shall have the responsibility for providing all training.

NYS defines user types as:

1. Executive Users—Interested in high-level reports, queries, and dashboards, and need to understand the key functions performed by the system.
2. Power Users (or Super Users)—Savvy with HRMS business requirements and processes. Will have greater privileges than end users. These users are sometimes given administrator rights to parts of the application.
3. End Users (Business Users)—Use the system daily to perform their jobs. This may include HR staff, Benefits Administration staff, and others as defined in HRMS Attachment 3 - Requirements Traceability Matrix.
4. Casual Users—Occasionally use the system to perform a transaction. This may include managers, supervisors, and employees who typically use the system a few times per year.
5. Train-the-Trainer—Highly skilled with the new software and highly skilled with training other staff.

NYS will need to have role changes incorporated while implementing the training, to address training for differences in role capabilities.

A HRMS team member or someone from the business area will be available during training sessions (online or in classroom) to answer NYS-related process questions.

2.9.2.3.2 PP3 Deliverable

PP3-1 Training Strategy

The SI shall develop and submit a training strategy and update it for each HRMS deployment, addressing the core business processes and business requirements assigned to the deployment and indicating where and how training will be provided. The different types of training the SI will perform will be described at a high level. The training strategy shall include:

1. Identification of an overall HRMS training methodology.
2. Identification of a training approach that ensures that trained end users will be able to use the system with ease and confidence.
3. Identification of the PeopleSoft modules for which training will need to be provided.
4. Identification of training necessary for various roles to effectively perform their functions and have a general understanding of the end-to-end business process.
5. Prerequisite training requirements for each training module based on an assessment of the training needs.
6. Identification of training methodology, training tools, and training techniques that will be used, to maximize training effectiveness and minimize project cost and risk.

2.9.2.4 PP4 – HRMS Project Team Knowledge Transfer Planning

The purpose of HRMS project team knowledge transfer planning is to define the approach and strategy for the transfer of both technical and functional knowledge from the SI to state resources throughout the various stages of the HRMS implementation, including the cutover tasks at the conclusion of each deployment.

The SI's plan will identify the knowledge, skills, and abilities necessary to accomplish knowledge transfer. The plan will define the resources, methods, milestones, tasks, and the acceptance criteria required to accomplish the knowledge transfer.

The plan will detail the procedures to verify and transfer to state resources all the software, data, documentation, and maintenance functions associated with the HRMS installation. The plan will identify how the SI will facilitate knowledge transfer across all impacted organizations and teams and the strategy for validation of all knowledge transfer activities throughout the various deployments of the implementation.

2.9.2.4.1 PP4 Guidelines

The HRMS project team knowledge transfer deliverable should:

1. Define essential knowledge to be transferred.
2. Identify roles and responsibilities of the NYS staff who will receive the knowledge transfer.
3. Identify content or outline of the knowledge transfer.
4. Identify knowledge transfer tools and methods to be used.
5. Define, monitor, and evaluate activities and tools to determine knowledge transfer success.

2.9.2.4.2 PP4 Deliverables

PP4-1 HRMS Project Team Knowledge Transfer Plan

The purpose of the HRMS project team knowledge transfer plan is to identify the HRMS unique implementation knowledge, determine the current-state team capabilities, and identify the plan for sharing the identified unique HRMS knowledge with the HRMS team.

PP4-2 HRMS Project Team Knowledge Transfer Assessment

The purpose of this assessment is to determine the success of the knowledge transfer progress jointly with the HRMS team at each project milestone, and at the conclusion of the engagement. The assessment report shall document the progress in transferring HRMS implementation and maintenance knowledge to the HRMS team.

2.9.2.5 PP5 – Information Security Planning

The HRMS will provide access to HCM information for a large number of end users. The SI will work with the HRMS team to define applicable security. The SI will need to design and document HRMS information security that protects the system from intrusion and inappropriate use. This planning is critical to ensure that the HRMS is a trusted and reliable source for NYS HCM information. The SI shall work with stakeholder groups to document the detailed security requirements for the HRMS. The SI shall work with the HRMS team to define the HRMS information security plan.

2.9.2.5.1 PP5 Guidelines

The HRMS information security plan should follow the NYS Secure System Development Life Cycle (SSDLC). The SSDLC is used to ensure that security is adequately considered and built into each phase of the system development life cycle (SDLC). The SSDLC is defined at: <https://its.ny.gov/secure-system-development-life-cycle-standard>. The SSDLC defines security requirements and tasks that must be considered and addressed within every system, project, or application that is created or updated to address a business need.

The SI will be responsible for:

1. Working with NYS ITS and the HRMS team to develop a security strategy that spans the time the SI is involved with the HRMS and addresses all HRMS operational environments.
2. Converting NYS data from its source location to the HRMS, only when authorized by the HRMS team. In such an event, the data shall be copied and/or transferred in accordance with the provisions of this HRMS information security plan. The SI shall not access any data for any purpose other than fulfilling the HRMS service requirements. The SI is prohibited from data mining, cross tabulating, monitoring NYS data usage and/or access, or performing any data analytics other than that required within the contract. At no time shall any data or processes (workflow, applications, etc.) owned or used by the state be copied, disclosed, or retained by the SI or any party related to the SI.
3. Placing data on a portable device only when the device is located, and remains within, the NYS ITS data center.
4. Working with the HRMS team to identify the HRMS security stakeholders.
5. Following the applicable NYS ITS security policies available at: <https://its.ny.gov/ciso/policies/security>.
6. Including in its security plan read/write capabilities at the navigation level (including menu/component/page).
7. Configuring PeopleSoft single sign-on to use the existing NYS Identity and Access Management (IAM) software for authentication.
8. Implementing consistent security policies and compatible enforcement schemes based on native PeopleSoft functionality, or gateway agents such as SiteMinder Policy Server and Oracle Web Services Manager. Note that the specific software may change prior to the deployment of the HRMS.
9. Providing NYS access to its data through the term of the contract.
10. See also the requirements contained in HRMS Attachment 12 - ITS Contract Clauses.

NYS will be responsible for physical security of the premises and equipment.

The SI will be solely responsible for the security of documents, data, and access to the NYS HR related systems while under the SI's control.

2.9.2.5.2 PP5 Deliverables

PP5-1 Information Security Plan

Following the NYS SSDLC, the SI shall develop and provide an information security plan that documents policies and procedures necessary to ensure the security of the HRMS and its related infrastructure. The plan should include, but not be limited to how the SI will work with the HRMS team:

1. To identify the HRMS security stakeholders.
2. To identify the HRMS data security needs, including security of the data itself so that no data can be altered, unless through an appropriate interface with authorized credentials.
3. To identify the HRMS transaction security needs, including security that ensures that an individual can only perform transactions for which they are authorized.
4. And the NYS supplied IAM Security tool to ensure that an individual who is logging in to the application and accessing the system is the individual they are declaring to be.
5. To identify the activities and procedures necessary for security implementation, monitoring, and incident response.
6. To identify the HRMS roles and responsibilities that will provide applicable security to meet the needs of NYS.

2.9.2.6 PP6 - Infrastructure Planning

The HRMS Team has developed HRMS Attachment 8 - HRMS Infrastructure Hardware and Software as well as infrastructure requirements documented in HRMS Attachment 3 – Requirements Traceability Matrix (RTM). The HRMS Team has also developed infrastructure sizing estimates information that will be shared with the selected SI for evaluation. The SI should evaluate this information and provide recommendations on any necessary changes required. Any recommended changes will require the project director's approval. NYS will provide the hardware and software for the HRMS.

The SI shall also provide a proposed hardware and software solution for the Secondary Data Storage described in Section 2.5. The proposed Secondary Data Storage solution will need to be approved by the HRMS project director. NYS will provide the hardware and software for the Secondary Data Storage location(s) based on the recommendation of the SI and approved by the HRMS project director.

The SI shall develop an infrastructure plan, detailing how the infrastructure requirements will be met that are documented in HRMS Attachment 3 – Requirements Traceability Matrix (RTM) using the approved HRMS hardware and software. The infrastructure plan shall also provide the detail for the solution and implementation of the Secondary Data Storage solution as defined in Section 2.5.

2.9.2.6.1 PP6 Guidelines

This deliverable should take into consideration HRMS Attachment 8 - HRMS Infrastructure Hardware and Software and HRMS Attachment 3 – Requirements Traceability Matrix (RTM.)

Disaster recovery planning for the HRMS is still to be determined and will be implemented later in the project. The SI should plan to work with the HRMS team to address disaster recovery implementation where required.

2.9.2.6.2 PP6 Deliverables

PP6-1 Infrastructure Plan

The SI shall:

1. Develop recommendations on any necessary changes required to the HRMS Attachment 8 - HRMS Infrastructure Hardware and Software design, infrastructure requirements documented in HRMS Attachment 3 – Requirements Traceability Matrix (RTM), and the infrastructure sizing estimates that the NYS team drafted.
2. Develop a proposed hardware and software solution for the Secondary Data Storage described in Section 2.5.
3. Develop an infrastructure plan, detailing how the infrastructure requirements will be met that are documented in HRMS Attachment 3 – Requirements Traceability Matrix (RTM) using the approved HRMS hardware and software. The infrastructure plan shall also provide the detail for the solution and implementation of the Secondary Data Storage solution as defined in Section 2.5.

2.9.2.7 PP7 – Organizational Change Planning

The SI shall provide an organizational change strategy that will prepare the state for, and guide, the transition of the NYS HR workforce from the existing HCM, NYBEAS, and NYSTEP systems to the HRMS.

The SI shall describe their process for determining the impacts of the transition of the workforce from the legacy systems of HCM, NYBEAS, and NYSTEP to the HRMS, who will be impacted, the approach for transition communications, how effective training should be provided, how a support structure should be implemented, and how to measure the workforce acceptance of the HRMS.

2.9.2.7.1 PP7 Guidelines

The HRMS team will lead and/or review all project-related communications with NYS agencies regarding organizational change planning and implementation.

2.9.2.7.2 PP7 Deliverables

PP7-1 Organizational Change Management Strategy

The SI shall develop an OCM strategy that identifies the characteristics of the change, assesses the impacts to the state, defines an organizational change strategy roadmap, and identifies any organizational change risks.

PP7-2 Workforce Transition Strategy

The SI shall develop and provide a workforce transition strategy that will define the overall approach for transitioning users of the existing systems (HCM, NYBEAS, and NYSTEP) over to the HRMS.

2.9.3 Analysis and Design

This section documents the analysis- and design-related deliverables the HRMS SI is expected to deliver.

Table 10, Analysis and Design Deliverables

Deliverable	Deliverable Documents
AD1 – Business Requirements Confirmation	AD1-1 Updated RTM
	AD1-2 Security Requirements
	AD1-3 Infrastructure Requirements
	AD1-4 Fit-Gap Report
AD2 – Configuration and Customization Analysis	AD2-1 Configuration and Customization Analysis
AD3 – HRMS Design	AD3-1 Conceptual Design Document(s)
	AD3-2 Functional Design Document(s)
	AD3-3 Functional Specification Document(s)
	AD3-4 Technical Specification Document(s)
	AD3-5 Infrastructure Design Specification Document(s)
	AD3-6 Configuration Document(s)
	AD3-7 Application Fundamentals Document(s)
	AD3-8 Workflow Document(s)
	AD3-9 Security Design
	AD3-10 Security Matrix

2.9.3.1 AD1 – Business Requirements Confirmation

The HRMS will support human resources transactional business operations for NYS agencies, local governments, and public authorities. To support the vision of the HRMS, the HRMS team has identified the core HRMS business processes. Business requirements for the core business processes that fall within the HRMS scope were also defined.

The HRMS core business processes identified in Section 2.4 present the high-level vision of selected subprocesses for each core business process area requiring improvement. For each subprocess, business requirements have been defined and are provided in HRMS Attachment 3 - Requirements Traceability Matrix (RTM).

The business operations are well-represented among the core business processes and the extensive business requirements. However, other enterprise-wide requirements for the HRMS do not lend themselves to a specific process or module categorization. These requirements are listed in the RTM under generic business processes.

The SI is expected to hold HRMS requirement analysis sessions with applicable NYS stakeholders to compare the HRMS requirements to the SI's proposed solution. The SI's solution for the HRMS RTM requirements for both fits and gaps will need to be reviewed and approved by the HRMS project director. Where necessary, requirements will be added, revised, or deleted. Queries/reports should be reviewed during the requirements analysis sessions. The number of queries/reports may increase or decrease as a result of this detailed requirements analysis.

NYS expects that the SI will work with the HRMS team to enhance the RTM by identifying requirements that may be missing and refining requirements that require elaboration. This task should include legacy systems (NYSTEP, NYBEAS, HCM), to identify any configurations or customizations that are not reflected in the RTM.

Security of the employee information contained within the HRMS is a key concern for NYS. The state expects a robust HRMS security design that satisfies Health Insurance Portability and Accountability Act (HIPAA) requirements, NYS ITS Security policies, and industry best practices for PeopleSoft information security and privacy. NYS expects that the SI will work with state information security personnel to refine the security requirements for the HRMS.

The SI will work with the HRMS team and representatives from the consortium to collect all security-related requirements to support the needs of NYS.

The SI should perform an infrastructure requirements analysis to confirm the infrastructure requirements as provided in HRMS Attachment 3 - Requirements Traceability Matrix (RTM.)

The SI will work with the HRMS team to identify and document the distribution mechanism (Secure Shell [SSH] File Transfer Protocol [SFTP], PeopleSoft Integration Broker, etc.), the format of the distribution (flat file, PDF, etc.), and the recipient (PeopleSoft Role, External System, etc.) for all queries/reports, interfaces, and batch processes. This information should be included in each individual process specification document.

Note that all in-scope functionality must be provided by the proposer, and the costs of providing the required functionality must be accounted for in the proposer's cost proposal. Change orders will not be used to pay for required HRMS functionality and/or requirements established in the contract.

2.9.3.1.1 AD1 Guidelines

NYS expects that the SI will ensure that any delivered PeopleSoft capability is leveraged, as much as possible, to limit the need for customizations. Standard PeopleSoft functionality should be used in lieu of customized functionality to encourage the HRMS project policy of minimal modifications and leveraging standard processes. The SI and the HRMS team should look at possible BPR, business policy, or law changes to mitigate the most expensive gaps in PeopleSoft capability.

The HRMS team expects to use the testing tools supported by NYS ITS. Currently, those tools include the Micro Focus products Application Lifecycle Management (ALM), Unified Functional Testing (UFT), and Performance Center (PC). Please note, the tools are subject to change. Access to these tools will be provided by the NYS ITS Testing as a Service (TaaS) Team.

The RTM requirements are provided in HRMS Attachment 3 - Requirements Traceability Matrix.

2.9.3.1.2 AD1 Deliverables

AD1-1 Updated RTM

The SI shall enhance the existing RTM to identify requirements that may be missing and to refine requirements that require elaboration. The RTM should also be revised to:

1. Group business requirements by business processes.
2. Provide SI vendor fit-gap analysis with solution recommendations.

3. Provide confirmations, findings, and observations for each reviewed requirement.
4. Add, reword, or remove requirements after approval by the HRMS team.

AD1-2 Security Requirements

The SI shall document overall security requirements, including:

1. Overall requirements for a robust, secure PeopleSoft HCM implementation.
2. Department tree requirements.
3. Data permissions by user role based on HRMS, including all user roles.
4. Navigation level read/write capabilities (including menu/component/page).
5. A secure distribution mechanism for all queries/reports, processes, and interfaces.
6. Securing batch processing.

AD1-3 Infrastructure Requirements

The SI shall work with the HRMS team to identify and document the HRMS infrastructure requirements.

AD1-4 Fit-Gap Report.

The SI shall provide a fit-gap report that includes, at a minimum:

1. An executive summary of the fit-gap analysis results.
2. Identification of all fits/gaps, along with recommendations detailing the nature of the changes needed (BPR or customization) and the criticality and complexity of each. To the extent that customization recommendations are made, the analysis should become part of deliverable AD2 – Configuration and Customization Analysis.
3. Each identified fit documented with enough detail for the state to confirm that the requirement is met completely by the OOTB solution.
4. Updated process flows for all to-be in scope business processes contained in the process flows document.
5. A detailed report/query list of the queries/reports the SI will provide.
6. A detailed list containing the letter templates the SI will provide.
7. A detailed list of applicable interfaces and batch processes.

2.9.3.2 AD2 – Configuration and Customization Analysis

This deliverable addresses the SI performing a complete configuration and customization analysis for all the requirements identified as fits or gaps in the fit-gap report. The deliverable should focus on all requirements identified in the report and any other configurations/setup necessary for the PeopleSoft HCM application. The SI will analyze the requirements to suggest use of a third-party software solution and/or other alternative solutions for NYS consideration to address gaps that would necessitate significant customization.

For each identified fit that would require setup, workflow, and/or configuration, the SI will develop the documentation detailing the necessary configuration(s) and/or setup to address each fit.

For each identified customization, the SI will develop a business case that discusses the required functionality and the plan to develop the customization, along with any associated configuration or setup.

Each configuration and/or customization option must clearly highlight the impact on overall project scope, total cost of ownership, and other issues. Total cost of ownership should include direct financial costs (coding, testing, training, and documentation) attributable to the SI, indirect financial costs (support) attributable to the HRMS project, and external costs (training) attributable to agencies.

The detailed information should be provided for any customizations to allow the HRMS team and key stakeholders to review and approve decisions on the SI's selected customizations and configurations before they are implemented.

2.9.3.2.1 AD2 Guidelines

NYS expects that the SI will ensure that any delivered PeopleSoft capability can be leveraged, as much as possible, to limit the need for customizations.

It should not be assumed that the costs of code modifications will exceed the costs of changing business processes.

Reports and Queries

The SI and the HRMS team need to examine requests for customized queries/reports requiring extensive modifications to minimize the customization effort, where possible. The SI and HRMS team should also review any resource-intensive queries and reports to determine the best reporting solution for each.

The HRMS team has classified the HRMS query/report complexities according to the definitions provided in Section 2.6.

The HRMS team has identified the HRMS queries/reports that will need to be analyzed and developed by the SI. The number of queries/reports that the SI will need to analyze and develop is identified in Section 2.6.

Wherever possible, standard and consistent report titles, data labels, data hierarchies, data formats, and data interpretation should be used.

Requests for customized reports requiring extensive modifications will be reviewed by the HRMS team. The HRMS team will attempt to determine the need for the report by meeting with the report's stakeholder. An effort will be made to satisfy the report need with already existing report(s). Only if the stakeholder need cannot be satisfied by any other means will a report requiring extensive modifications be authorized for the SI to develop.

Data users will span a wide variety of needs and skills; query and reporting tools must support these skill levels.

The HRMS should be configured to use the delivered PeopleSoft search capability, wherever possible.

Further detail on queries and reports will be provided to the SI when under contract.

Letters

The HRMS will need to generate letters from letter templates to be provided or sent out to employees, benefit enrollees, survivors, etc. Refer to HRMS Attachment 10 - Core Business Processes for further detail.

Refer to:

1. HRMS Updated RTM for a list of requirements identified by the SI that will be met by configuring or customizing the delivered software and the potential level of customization required.
2. Outcomes from deliverable AD1 – Business Requirements Confirmation.
3. HRMS Attachment 10 - Core Business Processes.

2.9.3.2.2 AD2 Deliverables

AD2-1 Configuration and Customization Analysis

The SI shall provide a configuration and customization analysis document(s) that defines the necessary PeopleSoft HCM configurations and business cases for software customizations to assist with decision-making. This deliverable should include a complete configuration and customization analysis for all the requirements identified as fits or gaps in the fit-gap report regarding how any of the fits or gaps will be implemented, including but not limited to letter templates, queries, and reports.

The SI will describe each option and clearly identify a recommended course of action for each fit and gap. This process will be repeated if the need for customization is identified during the design phase. The business case for each software customization should include:

1. Business need/problem.
2. Scope of requirements addressed by such modifications.
3. Proposed solution.
4. Degree of fit with agency mission(s).
5. Anticipated benefits.
6. Project assumptions/risks.
7. Work breakdown structure.
8. Staffing and cost estimates.

2.9.3.3 AD3 – HRMS Design

The information contained within the HRMS is critical for NYS. The state expects a robust HRMS design that satisfies the HRMS requirements.

After successful completion and acceptance of deliverables AD1 - Business Requirements Confirmation and AD2 – Configuration and Customization Analysis, the SI will prepare a design for the HRMS. The resulting design should provide guidance so that the HRMS can be implemented in a PeopleSoft implementation that will be configured and built to meet the needs of NYS.

The SI shall hold design sessions with the HRMS team to address any PeopleSoft configurations or customizations. As a result of the design sessions, the SI will be expected to provide NYS with design specification document(s) that, when paired with the PeopleSoft solution documentation, provide an overall HRMS solution design. The scope of the design includes enterprise-wide requirements, configurations, selected customizations, data conversion requirements, and interface needs with existing external systems.

The design specification should provide a design for the PeopleSoft setup data (organizational data, job attributes, etc.). HRMS Attachment 5 - As-Is Application Usage by Agency provides example overlapping organizational setup data for department IDs and department names across HCM, NYSTEP, and NYBEAS. PayServ and SFS will also need to be considered in this design, as they also contain organizational data.

The design specification should provide a design for the PeopleSoft setup data that needs to be performed during Deployment 1 design.

The design specification should provide a description of the customizations, each customization's interaction with other system components and external systems, and any user interface changes required to allow end users to operate the system and its functions.

2.9.3.3.1 AD3 Guidelines

The capabilities of the PeopleSoft Fluid User Interface (UI) should be leveraged, where applicable.

Wherever possible, standard and consistent report titles, data labels, data hierarchies, data formats, and data interpretation should be used.

The design of the HRMS should use NYS development standards and PeopleSoft best practices.

The design of the HRMS should limit custom reporting wherever possible.

The design of the HRMS should discuss how many processes/reports will be allowed to run concurrently (e.g., how many Application Engine processes can run concurrently) to optimize job performance.

The design of the HRMS should use standard nomenclature for report contents and attributes.

Because data users will span a wide variety of needs and skills, query and reporting tools must support those skill levels.

The design of the HRMS should include a review of legacy systems (NYSTEP, NYBEAS, HCM) to identify any existing configurations or customizations that can be leveraged in the HRMS design.

The design of the HRMS should integrate with the NYS-provided NYS Directory Services to provide the user authentication solution.

Disaster recovery planning for the HRMS is still to be determined and will be implemented later in the project. The SI should plan to work with the HRMS team to address disaster recovery implementation.

2.9.3.3.2 AD3 Deliverables

AD3-1 Conceptual Design Document(s)

The SI shall provide conceptual design documents for processes that include multiple modules. The conceptual design document is intended to describe HRMS functional capabilities that cross PeopleSoft

modules and to provide the big picture of the functionality and how the associated modules/components that provide the overall capability will work together.

AD3-2 Functional Design Document(s)

The SI shall generate a single functional design document for each PeopleSoft module that specifies how the software meets each business requirement, including required customizations.

For each functional design, include the following details, at a minimum:

1. Specifications on the implementation of each requirement.
2. Business process description.
3. Terminology.
4. New custom objects required.
5. Impacted transactions/tables.
6. Process flow with inter-module and external system hand-offs.
7. New tables/structures required.
8. Subprocess descriptions.
9. Activity diagrams showing transaction/data flow between various user roles and systems, and/or user stories or use cases.
10. Error handling.
11. Security-related documentation and artifacts as required, including data permissions, process profile permissions, process group permissions, object/definition security, and query trees.
12. Database considerations.
13. Web accessibility considerations.
14. Conversion implications.
15. Batch processing.
16. Detailed business requirements.
17. Functional, performance, and compatibility test requirements.
18. Analysis of any effects that changes could have on other areas of the HRMS or other related systems, including how the change may affect staff workload, resources, or efficiency.
19. Any applicable configurations.

For user interface components, such as pages and reports, include the following details, at a minimum:

1. The definition of user inputs and drop-down list values.
2. User interface implications.

3. Mapping of department trees or other data structures to screen/page fields, and associated validation rules.
 - a. NYS prefers to perform as thorough upfront editing and validation in the HRMS as possible and to process as clean a transaction as possible.

For output definitions, such as reports and queries, include the following details, at a minimum:

1. Identify the reporting tool and data security requirements for each report or query. For example, certain user roles may be able to run statewide reports but are not allowed to drill into transaction level details.
2. For reports that involve data analytics (drill-down/drill-up, pre-delivered dashboards, etc.) identify the source data structures.

AD3-3 Functional Specification Document(s)

The SI shall provide a functional specification document for each customization defined in AD2-1 Configuration and Customization Analysis. Each functional specification document should contain an overview of the functional specification, any guiding principles, business impacts, key drivers, process flow(s), transaction/data flows, integration details, requirements addressed, assumptions, risks, workflow, security considerations, deployment components, testing considerations, training considerations, and any other information needed to describe the customization.

AD3-4 Technical Specification Document(s)

The SI shall provide a technical specification document that defines the proposed solution for each defined customization, including:

1. Assumptions.
2. Issues.
3. Peoplesoft objects.
4. Application engine revisions.
5. Process and job definitions.
6. Messaging changes.
7. File layouts.
8. Structured Query Language (SQL) objects.
9. Security considerations.
10. Testing considerations.
11. Data flow diagram, including any data dictionary changes.
12. Network system configuration.
13. Policies and standards.
14. Overall system architecture.

15. Configuration parameters and settings.
16. Performance monitoring techniques and tips.
17. Directory of web services and detailed description of functions and input and output parameters.
18. Page processing logic or routines.
19. Interface designs for all systems that will communicate with the HRMS, including the following details, at a minimum:
 - a. Documentation of the data content, format, and volume for each interface.
 - b. Transport mechanisms and protocols for each interface.
 - c. Specification with clearing mapping of ETL and other jobs to inbound and outbound file layouts and systems.
20. Data conversion, including the following details, at a minimum, for each data object:
 - a. Data load routines – Use of pre-delivered ETL and processing modes.
 - b. Data cleansing routines.
 - c. Data transformation/conversion logic and data flow; mapping of source data structures to target structures.
 - d. Post-conversion routines
 - e. Error correction, exception handling, and rollback procedures.
21. A designed and documented standard process for the qualification, collection, cleansing, formatting, indexing, and storage of DW data.
22. Queries with clearly documented tables, field names, data extraction logic, filtering rules, selection criteria, and data volume to determine any potential system performance issues and to assist with tuning efforts.
23. Security details for web objects and database structures.
24. List of application roles and access directory.
25. Detailed instructions for code modifications.
26. Database changes.

AD3-5 Infrastructure Design Specification Document(s)

The SI shall provide an infrastructure design specification document that addresses the HRMS infrastructure plan, the HRMS Attachment 8 - HRMS Infrastructure Hardware and Software, and HRMS Attachment 3 – Requirements Traceability Matrix (RTM) which includes:

1. Planned environment information, including environment assignments for the three planned deployments.

2. Environment management plan, including schedule (needed dates), multi-phased deployment assignment/rollout, and environment assignment (Prod, QA, etc.).
3. Sizing estimates that will be used to configure the HRMS hardware, Oracle Database software, and PeopleSoft HCM software for each environment.
4. Planned design for network security and redundancy.
5. Utilization plans for infrastructure testing tools, load testing plans, performance tuning and testing plans, and issue resolution plans.
6. Design details for each debug and test environment in the form's diagrams, tables, and descriptions (firewall, load balancing, clustering).
7. High availability design details for each QA and production environment in the form's diagrams, tables, and descriptions (firewall, load balancing, clustering).
8. Secondary Data Storage design document.

AD3-6 Configuration Document(s)

The SI shall provide a configuration document for each PeopleSoft module indicating the required configurations. The SI shall also provide a configuration document for any grouping of modules for a specific configuration.

AD3-7 Application Fundamentals Document(s)

The SI shall provide application fundamentals document(s) for the HRMS that provides core PeopleSoft installation/setup configuration information, global security settings, default parameters, user preferences, etc.

AD3-8 Workflow Document(s)

The SI shall provide a workflow document containing all design information for each distinct HRMS workflow process.

AD3-9 Security Design Document(s)

The SI shall provide a security design document containing high-level detail on:

1. Security methodologies.
2. Secure data transportation, including protocols for exchanging data securely, and security of interfaces (encryption).
3. Real-time integration points between the HRMS and the NYS provided IAM solution.
4. Security roles.
5. Single sign on.
6. Mobile device security.
7. Mobile device management.

The resulting security design should adhere to the state's data security policies and incorporate best practices to achieve a modular security design.

AD3-10 Security Matrix

The SI shall provide a detailed HRMS security matrix that identifies configurations and customizations required for the secure implementation of the HRMS. The security matrix must include:

1. Permission lists, user roles, and user profiles for all users required to access the HRMS. Users must be set up with the respective data access, data permissions, process profiles, etc.
2. Process profile permissions, based on HRMS requirements, that satisfy stakeholder needs.
3. Process group permissions, based on HRMS requirements, that satisfy stakeholder needs.
4. Object/definition security, based on HRMS requirements, that satisfies stakeholder needs.
5. Query permissions, based on HRMS requirements, that satisfy stakeholder needs.

2.9.4 Configuration and Development

This section documents the implementation-related deliverables the HRMS SI is expected to deliver.

Table 7, Configuration and Development Deliverables

Deliverable	<u>Deliverable Documents</u>
CD1 – Configuration and Build	CD1-1 Software Configuration Workbooks
	CD1-2 Software Customization
	CD1-3 Software Documentation
	CD1-4 Query/Report Inventory
	CD1-5 Letter Inventory
	CD1-6 Updated Security Matrix
CD2 – HRMS Technical Infrastructure Assessment	CD2-1 HRMS Technical Infrastructure Assessment for Production Environment
	CD2-2 Environment Software Installation
CD3 – Interface Implementation	CD3-1 Implement Interfaces
	CD3-2 Interface Application Development Guide

2.9.4.1 CD1 – Configuration and Build

The SI shall configure and customize the PeopleSoft HCM software to enable the specific functions called for in the design.

2.9.4.1.1 CD1 Guidelines

1. The configuration must be consistent with PeopleSoft utilities, concepts, and terminology (e.g., Set-ID, department trees, business units).
2. The HRMS should be configured to use the delivered PeopleSoft search capability.
3. The HRMS should be configured to use the delivered PeopleSoft Fluid interface.

2.9.4.1.2 CD1 Deliverables

CD1-1 Software Configuration Workbooks

Per the functional and technical design, the SI shall configure PeopleSoft applications using the standard software solutions. The implemented configurations shall be documented in software configuration workbooks. All the necessary configurations (inclusive of workflow) shall be complete for a functioning HRMS in meeting all of the business requirements specified in the contract.

CD1-2 Software Customization

Per the technical design, the SI shall implement all approved code modifications and customizations. The implemented changes shall be documented in new or updated technical specification documents. All the necessary customizations (inclusive of workflow) shall be complete for a functioning HRMS in meeting all of the business requirements specified in the contract.

CD1-3 Software Documentation

For each HRMS deployment, the SI shall develop and provide the HRMS team with procedure manuals and job aids.

CD1-4 Query/Report Inventory

The SI shall implement each query/report as designed. The SI shall provide a query/report inventory containing information on all queries and reports, such as report/query name, report/query ID, roles allowed access, and permission lists allowed access. The SI shall also provide applicable new or updated technical specification documents.

CD1-5 Letter Inventory

The SI shall implement each letter template as designed. The SI shall provide a letter template inventory containing information on all letters. The SI shall also provide applicable new or updated technical specification documents.

CD1-6 Updated Security Matrix

The SI shall build out all of the user profiles with appropriate roles and permissions as designed in the security matrix to meet the needs of each deployment. The SI shall then provide an updated security matrix that includes navigations, menu/component names, and access levels.

The SI shall build all user profiles with appropriate roles and permissions to meet the needs of each deployment.

2.9.4.2 CD2 – HRMS Technical Infrastructure Assessment

The HRMS infrastructure will need to provide a reliable, available, and secure platform for the HRMS that is scalable and adaptable with respect to new technology, capacity, and integration. HRMS Attachment 8 - HRMS Hardware and Software, provides the current and to-be hardware and software descriptions that NYS envisions. HRMS Attachment 3 - Requirements Traceability Matrix (RTM), contains a set of infrastructure-related requirements. The intent of this assessment will be to ensure that the technical infrastructure for the HRMS is capable of supporting production-level workloads.

2.9.4.2.1 CD2 Guidelines

1. NYS ITS will perform the initial hardware installation. This is the bare-bones framework upon which the SI will build the HRMS.
2. The SI shall be responsible for the installation and maintenance of all HRMS product software, including maintenance of database instances/environments.
3. NYS ITS will be responsible for IT Infrastructure, including hardware, network, and operating systems.
4. The SI shall work with the HRMS team to configure/tune each environment to support the HRMS.
5. The SI shall coordinate with NYS ITS to perform installation, setup, configuration, and maintenance of all operating systems, hardware drivers, and firmware for servers, storage devices, networking devices, firewalls and load-balancers.
6. Disaster recovery planning for the HRMS is still to be determined and will be implemented later in the project. The SI should plan to work with the HRMS team to address disaster recovery implementation.

2.9.4.2.2 CD2 Deliverables

CD2-1 HRMS Technical Infrastructure Assessment

The SI shall perform and document, for all planned HRMS environments, an infrastructure assessment that must include:

1. Evaluation of the to-be HRMS technical infrastructure.
2. System sizing analysis to fit the to-be technical infrastructure to expected production level workloads.
3. Documentation and specifications for any recommended enhancements to bring the HRMS technical infrastructure up to a level necessary to support anticipated HRMS level demands.
4. Documentation of the logical and physical technical infrastructure that will support HRMS in production.
5. Identification of the required PeopleSoft environments for successful implementation of the project.

CD2-2 Environment Software Installation

Once the SI has established the environments needed for the success of the HRMS project, including, but not limited to the environments specified in HRMS Attachment 8 - HRMS Infrastructure Hardware and Software and the requirements specified in HRMS Attachment 3 – Requirements Traceability Matrix (RTM), the SI shall install the PeopleSoft 9.2 software using the latest PeopleSoft Update Manager (PUM) and the latest version of

PeopleTools, database and middle-tier—including all required PeopleSoft HCM modules—and shall document the successful execution of the PeopleSoft installation test scripts for each planned environment.

2.9.4.3 CD3 – Interface Implementation

The HRMS will need to exchange information with external systems defined in RFP Section 2.3 Consolidated To-Be Interfaces. These systems will continue to run mission-specific applications that will either provide the HRMS with critical data or expect the HRMS to provide them with critical data.

If changes to an inbound or outbound interface would benefit the implementation by reducing customizations or configurations, the SI should identify that opportunity as early as possible, to allow possible negotiations with trading partners to modify the existing exchange. If changes to the interface are not possible, then new interface will meet the standards of the existing interface.

2.9.4.3.1 CD3 Guidelines

The involvement of existing interface owners/trading will be essential to completing this deliverable successfully when interfaces require changes.

For interfaces that require a change to the non-HRMS end of the interface, the SI will work with the HRMS team to resolve those changes.

The SI should allocate sufficient time to test interface processing with trading partners. Design specifications and testing timeframes should be made available to trading partners as early as possible, to allow partners to plan appropriately.

2.9.4.3.2 CD3 Deliverables

CD3-1 Implement Interfaces

The SI shall complete all of the necessary activities to implement the interfaces and then document the interfaces that have been implemented. At minimum, that implementation must address:

1. Documentation of the requirement specifications for each interface
2. All interfaces included in Section 2.3, Consolidated HRMS To-Be Interfaces.
3. Configuration of the HRMS software to process interface logic.
4. Configuration and deployment following the implementation approach/deployment schedule.
5. Data cleansing, transformation, and validation.
6. Error detection and reconciliation.
7. Scheduling and monitoring of interface activity.
8. Notification and status reporting between source and target systems.

CD3-2 Interface Application Development Guide

For each interface, the SI shall provide an interface application development guide that documents the implemented interface and can be used by developers on either side of the interface. The guide(s) must include, at a minimum:

1. Interface input and output processing specifications.
2. Message definitions.
3. Synchronous and asynchronous message handling protocols.
4. Data error handling.
5. Duplicate files and record handling processes.
6. Automated and manual reconciliation requirements.

2.9.5 Data Conversion and Migration

The SI shall perform the data conversion and migration tasks as described in Section 2.5 Data Conversion and Migration.

Data Conversion and Migration Deliverables

This section provides information technology-related deliverables that the HRMS SI is expected to deliver.

Table 11, Data Conversion and Migration Deliverables

Deliverable	<u>Deliverable Documents</u>
DC1 – Data Conversion/Migration Planning	DC1-1 Data Conversion/Migration Plan
	DC1-2 Secondary Data Storage Plan
DC2 – Data Conversion	DC2-1 Data Conversion and Mapping Processes Documentation
	DC2-2 Data Conversion
	DC2-3 Data Conversion Results Report
DC3 – Data Migration	DC3-1 Data Migration
	DC3-2 Data Migration Results Report

2.9.5.1 DC1 – Data Conversion/Migration Planning

Prior to any conversion, migration, or upload of data, the SI must submit a comprehensive data conversion/migration plan and a Secondary Data Storage plan that are fully approved by the HRMS project director.

The data conversion/migration plan should follow the HRMS principle for migration of data to the HRMS, as defined in Section 2.5 Data Conversion and Migration.

NYS will provide the SI with access to the data contained in HCM, NYBEAS, and NYSTEP. It will be the SI's responsibility to use that data to populate the HRMS or other Secondary Data Storage location(s) as determined based on NYS data conversion/retention needs.

For the Secondary Data Storage, the SI will need to work with the HRMS team to review options and designate an agreeable methodology, hardware/software design, plan, and storage solution. HRMS users shall be able to connect to the Secondary Data Storage solution via a single-sign on capability. The Secondary Data Storage approach needs to conform to NYS ITS CTO policies, align with the NYS technology direction, and be approved by all stakeholders prior to implementation. NYS will be responsible for procuring any additional hardware/software needed for the Secondary Data Storage solution.

Prior to final data conversion, the SI must be able to convert existing HCM, NYBEAS, and NYSTEP data into the HRMS and make the system available to the HRMS team for review. The SI will ensure that the system is operational. Final data conversion/migration will be completed as part of the go-live process for each deployment.

The data conversion/migration planning deliverables need to establish an overall strategy initially—approximately 15 months prior to the go-live date—followed by a detailed conversion plan for identifying, qualifying, and executing conversions of data from the existing system(s) to the HRMS. This deliverable will shape the data conversion design, which will be addressed when performing the data conversion.

It is critical that the data conversion/migration plan be defined and communicated to agencies as early as possible, to assist NYS with the planning and budgeting of both the IT and technical resources necessary to perform the conversion/migration.

2.9.5.1.1 DC1 Guidelines

These plans should support the data conversion/data migration description provided in Section 2.5.

The plan for the Secondary Data Storage shall conform with NYS ITS CTO policies and align with the NYS technology direction.

The plan for the Secondary Data Storage shall be approved by the HRMS project director prior to execution.

The SI will need to work with the HRMS team to review options and designate an agreeable methodology, design, plan, and solution for the Secondary Data Storage.

NYS requires access to data and documents migrated to the Secondary Data Storage location. The information in the Secondary Data Storage should be readily available for review. The Secondary Data Storage location—along with the tools required to readily access the data and documents—shall be fully functioning by the time of the applicable HRMS deployment system integration testing (SIT).

The HRMS should connect to the Secondary Data Storage location via single-sign on, and information from the Secondary Data Storage location must be accessible seamlessly to users in the HRMS. Any reporting requirements that rely on data from both the HRMS and the Secondary Data Storage location must be consolidated and presented seamlessly to end users.

Since HRMS functionality will be deployed over multiple deployments, the data conversion/migration plan must take the HRMS deployment approach into account. The implementation approach is described in Section 2.7.

The data conversion/migration plan should describe the data storage for both the HRMS and Secondary Data Storage location(s), based on the data conversion decisions made between the SI and the HRMS team.

2.9.5.1.2 DC1 Deliverables

DC1-1 Data Conversion/Migration Plan

The SI shall develop and document a high-level data conversion/migration strategy, followed by a detailed data conversion/migration plan that sets policies and guidelines for the data conversion/migration activities.

For the data conversion strategy, the SI must define:

1. The detailed data conversion responsibilities of the SI.
2. The detailed data conversion responsibilities of the HRMS team.
3. The detailed data conversion responsibilities of NYS ITS.
4. How data conversion decisions will be made.
5. Expected data conversion data quality.
6. Expected data conversion run time.
7. Expected number of data conversion steps and number of data conversion test runs.
8. Expected data conversion dress rehearsal.
9. Expected data conversion production cutover.
10. Data conversion error handling processes.

The data conversion/migration plan should, at a minimum, describe:

1. Criteria under which data will be considered for conversion.
2. Data model requirements.
3. Data conversion procedures that will be followed, including initial import of data, formats, layouts, staging tables, etc.
4. Recommendation of appropriate conversion tools and technologies for different conversion scenarios.
5. Data designation processing (active, or historical).
6. Expectations for reconciliation, backup, and recovery.
7. Suggestions for using deployment sequencing to minimize conversion requirements.

DC1-2 Secondary Data Storage Plan

The SI shall develop and document a Secondary Data Storage plan that addresses:

1. Secondary Data Storage methodology.
2. Secondary Data Storage planning.
3. Secondary Data Storage software design.
4. Secondary Data Storage hardware design.

5. Expectations for Secondary Data Storage reconciliation, backup, and recovery.

2.9.5.2 DC2 Data Conversion

For HRMS deployment, required records from the HCM, NYBEAS, and NYSTEP must be assessed, transformed, cleansed, and loaded into the HRMS database(s). The SI must carry out these tasks in a manner that is acceptable to the HRMS project director.

2.9.5.2.1 DC2 Guidelines

The HRMS team will be responsible for all data conversion decisions.

NYS shall have the ability, at its discretion, to import or export data piecemeal or in its entirety, without the need for technical support from the SI.

2.9.5.2.2 DC2 Deliverables

DC2-1 Data Conversion and Mapping Processes Documentation

The SI shall develop and provide data conversion and data mapping process documentation that includes:

1. Data sources and targets.
2. Data type, condition, and priority.
3. Data model requirements.
4. Data translation processing, including mapping.
5. Data conversion technologies and methods.
6. Data resolution procedures.
7. Data conversion exception handling processes.

DC2-2 Data Conversion

The SI shall convert all data designated by the HRMS team as required for deployment and shall provide conversion documentation, including but not limited to:

1. Validating the conversion strategy against each legacy system and adjusting the approach, where necessary, to ensure a successful conversion.
2. Performing all conversion activities identified in Section 2.5 and any additional activities included in the data conversion/migration plan, and the data conversion and mapping processes documentation.
3. Performing the conversion processes, which will transform data in legacy systems in a format required by the HRMS.
4. Documenting the test run results.
5. Performing data quality and error checking capabilities in the conversion processes.

6. Developing procedures for any manual steps that may need to be performed.
7. Working with the HRMS team to define and execute validation and reconciliation procedures for converted data.

DC2-3 Data Conversion Results Report

The SI shall document the results of each data conversion, including but not limited to:

1. Number of records converted for each data type.
2. Number of conversion runs performed.
3. Errors encountered.
4. Audit results.
5. Data verification results.

2.9.5.3 DC3 Data Migration

The SI shall migrate all data that is not converted to the HRMS from the HCM, NYBEAS, or NYSTEP to the Secondary Data Storage location(s). The SI must carry out these tasks in a manner that is acceptable to the HRMS team.

The SI shall document the migration by:

1. Validating the migration strategy against each legacy system and adjusting the approach, where necessary, to ensure a successful migration.
2. Performing all migration activities identified in Section 2.5 and any additional activities included in the data conversion/migration plan, and the Secondary Data Storage plan.
3. Performing data quality and error checking in the migration processes.
4. Developing procedures to ensure that corrections—or reports on the migrated data—can be performed successfully.
5. Working with the HRMS team to define and execute validation and reconciliation procedures for migrated data.

2.9.5.3.1 DC3 Guidelines

The HRMS team will be responsible for all data migration decisions.

NYS shall have the ability, at its discretion, to import or export data piecemeal or in its entirety, without the need for technical support from the SI.

2.9.5.3.2 DC3 Deliverables

DC3-1 Secondary Data Storage Solution Documentation

The SI shall document the Secondary Data Storage solution, along with all applicable security access controls.

DC3-2 Data Migration

The SI shall migrate all data designated as historical—as identified in section 2.5 from HCM, NYBEAS, and NYSTEP—to the Secondary Data Storage location(s), and provide migration documentation, including but not limited to:

1. Validating the migration strategy against each legacy system and adjusting the approach, where necessary, to ensure a successful migration.
2. Performing all migration activities identified in Section 2.5 and any additional activities included in the data conversion/migration plan, and the Secondary Data Storage plan.
3. Performing the migration processes, including any required data transformation.
4. Documenting the test run results.
5. Performing data quality and error checking in the migration processes.
6. Developing procedures for any manual steps that may need to be performed.
7. Working with the HRMS team to define and execute validation and reconciliation procedures for the migrated data.

DC3-2 Data Migration Results Report

The SI shall document the results of each data migration, including but not limited to:

1. Number of records migrated for each data type.
2. Number of data migration runs performed.
3. Errors encountered.
4. Audit results.
5. Data verification results.

2.9.6 Testing

This section documents the testing-related deliverables the HRMS SI is expected to deliver.

Table 12, Testing Deliverables

Deliverable	<u>Deliverable Documents</u>
TE1 – Data Conversion and Data Migration Testing	TE1-1 Data Conversion Test Plan
	TE1-2 Data Migration Test Plan
	TE1-3 Data Conversion Test Results
	TE1-4 Data Migration Test Results
TE2 – Security Testing	TE2-1 Application Security Test Plan
	TE2-2 Application Security Test Results

Deliverable	<u>Deliverable Documents</u>
	TE2-3 Technical Infrastructure Security Test Plan
	TE2-4 Technical Infrastructure Security Test Results
TE3 – Systems Integration Testing	TE3-1 Systems Integration Test (SIT) Plan
	TE3-2 System Integration Test Cases
	TE3-3 Systems Integration Test (SIT) Results
TE4 – Performance and Load Testing	TE4-1 Performance and Load Test Plan
	TE4-2 Performance and Load Test Results
TE5 – User Acceptance Testing	TE5-1 User Acceptance Test (UAT) Plan
	TE5-2 User Acceptance Test Cases
	TE5-3 User Acceptance Test Results

2.9.6.1 TE1 – Data Conversion and Data Migration Testing

Data conversion testing will encompass verification of data selected for migration into the HRMS. Conversion testing will be a joint effort between the SI and the HRMS team. The intent of this deliverable is to define and execute the data conversion test plans.

2.9.6.1.1 TE1 Guidelines

Test case execution and results must be thoroughly documented.

For test participants, converted data that is not de-identified shall be available for test purposes, consistent with their existing data/role-based access.

2.9.6.1.2 TE1 Deliverables

TE1-1 Data Conversion Test Plan

The SI shall develop and provide data conversion test cases that include a detailed description of the converted data, source, formats, dependencies, processes, metadata, and parameters used for extracting the data to be converted; data cleansing methods used in preparing the data to be converted; and target formats and metadata, input data, steps, expected results, mapping, balancing, responsible parties, and reconciliation methods (as appropriate). Applicable defect management plans should be identified. Planning should incorporate tasks in the HRMS project schedule for the HRMS team to review data conversion test plans and example test results.

TE1-2 Data Migration Test Plan

The SI shall develop and provide data migration test cases that include a detailed description of the migrated data, source, formats, dependencies, processes, metadata, and parameters used for extracting the data to be migrated, and input data, steps, expected results, mapping, balancing, and reconciliation methods (as

appropriate). Applicable defect management plans should be identified. Planning should incorporate tasks in the HRMS project schedule for the HRMS team to review data migration test plans and example test results.

TE1-3 Data Conversion Test Results

The SI shall perform all of the necessary data conversion testing activities and shall provide a comprehensive data conversion test results package for every executed data conversion test case, including a copy of the mapping, the test plan, documentation of results, data used, and copies of converted tables, pages, files, and/or reports (as appropriate) that provide proof that the data conversion was successful. Applicable defects should be identified. When revisions are necessary, the SI shall perform additional rounds of data conversion testing, and the SI shall make any necessary further revisions until successful completion is achieved.

TE1-4 Data Migration Test Results

The SI shall perform all of the necessary data migration testing activities and shall provide a comprehensive data migration test results package for every executed data migration test case, including a copy of the mapping, the test plan, documentation of actual results, data used, and copies of converted tables, pages, files, and/or reports (as appropriate) that provide proof that the data migration was successful. Applicable defects should be identified. When revisions are necessary, the SI shall perform additional rounds of data migration testing, and the SI shall make any necessary further revisions until successful completion is achieved.

2.9.6.2 TE2 – Security Testing

Security testing will encompass comprehensive validation that requirements have been met relative to the technical infrastructure and application security. The SI will work with the HRMS team or their designee to perform the security testing.

2.9.6.2.1 TE2 Guidelines

Test cases must be mapped to security requirements.

Test case execution and results must be thoroughly documented.

The SI shall be responsible for remediating any security defects identified.

2.9.6.2.2 TE2 Deliverables

TE2-1 Application Security Test Plan

The SI shall create and provide an application security test plan to validate roles, permission lists, access to data, and timeouts. Each test case should include scope, navigation, parameters, steps, and expected results. Applicable defect management plans should be identified. Planning should incorporate tasks in the HRMS project schedule for the HRMS team to review application security test plans and example test results. The SI will work with the HRMS team or their designee to identify the responsible party for performing each of the security testing tasks.

TE2-2 Application Security Test Results

The SI shall perform all of the necessary application security testing activities and shall provide a comprehensive application security test results package for every executed application security test case, including a copy of the test plan, a copy of applicable test scripts, documentation of results, description of data used, and page captures, files, and reports (as appropriate) that provide proof that the HRMS is secure. Applicable defects should be identified. When revisions are necessary, the SI shall perform additional rounds of application security testing, and the SI shall make any necessary further revisions until successful completion is achieved.

TE2-3 Technical Infrastructure Security Test Plan

The SI shall create and provide a technical infrastructure security test plan describing the scope, methods, parameters, steps, and expected results. The test plan must include single sign-on testing, intrusion detection, vulnerability testing, and penetration testing. The plan should address all issues/policies identified in HRMS Attachment 8 (or elsewhere in the RFP). The plan should also address the infrastructure requirements specified in HRMS Attachment 3. Applicable defect management plans should be identified. Planning should incorporate tasks in the HRMS project schedule for the HRMS team to review infrastructure security test plans and example test results. The SI will work with the HRMS team or their designee to identify the responsible party for performing each of the security testing tasks.

TE2-4 Technical Infrastructure Security Test Results

The SI shall perform all of the necessary technical infrastructure security testing activities and shall provide a comprehensive technical infrastructure security test results package for every executed infrastructure test case, including a copy of the test plan, documentation of results, data used, and copies of tables, pages, files, and reports (as appropriate). Applicable defects should be identified. When revisions are necessary, the SI shall perform additional rounds of technical infrastructure security testing, and the SI shall make any necessary further revisions until successful completion is achieved.

2.9.6.3 TE3 – Systems Integration Testing

SIT will encompass end-to-end testing of scenarios, including full business life cycles that span multiple components of the application. SIT will include comprehensive testing across all implemented PeopleSoft modules, including ensuring that all planned customizations and configurations for each deployment have been implemented. NYS requires that the SI's complete implemented solution be thoroughly tested during SIT.

The SI shall build sufficient nonproduction environments to support all testing needs for each deployment for the HRMS project. NYS will facilitate testing with trading partners, where available. Integration test cases will be developed by the SI and approved by HRMS project director prior to performing the tests. The SI shall perform integration testing in a full test environment.

When system revisions are necessary, the SI shall perform additional rounds of systems integration testing, and the SI shall make any necessary further revisions until successful completion is achieved.

2.9.6.3.1 TE3 Guidelines

Prerequisites for SIT include:

1. A complete set of test data has been provided by the SI that will be used for all test cycles.

2. Successful regression testing of any previously approved configurations or customizations.
3. Completed and thoroughly documented unit testing of all configurations, customizations, and delivered processes.

The HRMS team expects to use the testing tools supported by NYS ITS. Those tools include the Micro Focus ALM, UFT, and PC. Please note, the tools are subject to change. Access to these tools will be provided by the NYS ITS TaaS team.

The SI shall incorporate tasks in the HRMS project schedule for the HRMS team to review SIT test plans and example test results.

Responsibility for testing data exchanges with other systems is shared with representatives of the other systems.

2.9.6.3.2 TE3 Deliverables

TE3-1 Systems Integration Test Plan

The SI shall develop and submit a SIT plan for each HRMS deployment that outlines the overview, procedures, responsibilities, and schedule for implementing the test strategy for each deployment. The test data could include masked converted data and/or SI-created data. Where appropriate, the SI shall use automated tools for testing. The SI shall implement a test environment that will be used for each phase of testing. The test environment shall be accessible to all designated testers. The designated test environment shall be separate from the development, training, and production environments for each deployment. Applicable defect management plans should be identified.

TE3-2 System Integration Test Cases

The SI shall develop system integration test cases for the HRMS for each deployment. The system integration test cases shall include:

1. End-to-end test cases/test scripts/test scenarios.
2. Test cases for all interfaces within the scope of the current deployment.
3. Test cases of all core business processes defined in HRMS Attachment 10 - Core Business Processes that are within the scope of each deployment.
4. Test cases for all Service-Oriented Architecture (SOA) integrated processes utilizing middleware.
5. Test cases for data exchange with external systems.
6. Data reconciliation steps for reconciling data exchange with external systems.

TE3-3 Systems Integration Test (SIT) Results

The SI shall perform all of the necessary SIT testing activities, including executing all the test cases assigned to the current deployment. All defect corrections shall be addressed and documented in the test results. The test results shall include documentation of the execution of the system integration test cases, including detailed resolution for any errors detected. Applicable defects should be identified.

2.9.6.4 TE4 – Performance and Load Testing

The intent of this deliverable is to test the HRMS to ensure that the system meets performance criteria under production workloads. NYS requires that the HRMS solution be provided in compliance with measurable performance standards. The SI will develop these performance standards as part of the engagement.

2.9.6.4.1 TE4 Guidelines

1. The HRMS team expects to use the testing tools supported by NYS ITS. Those tools include the Micro Focus products LM, UFT, and PC. Please note, the tools are subject to change. Access to these tools will be provided by the NYS ITS TaaS team.
2. The SI and HRMS team will coordinate with the TaaS team for creation and execution of any test scripts needed for performance and load testing.
3. Performance measures should be quantifiable.
4. Performance testing should emulate NYS workforce role distributions and time of day considerations.
5. Performance testing must be exhaustive, examining the behavior of each component, subsystem, interface, and output as transactions are processed and work products are produced.
6. Performance testing must examine batch process, as well as system performance at the user interface.
7. Production data or deidentified production data should be used to the extent possible.
8. As the system services provider, NYS ITS will play a major role in resource allocation, test plan development, and tool selection.
9. To the extent possible, component performance testing should be initiated early in the SDLC.
10. End-to-end testing, with full production loads incorporating operational processes for the purpose of simulating full functional cycles, must be included in performance testing.

2.9.6.4.2 TE4 Deliverables

TE4-1 Performance and Load Test Plan

The SI shall develop and provide a performance and load test plan that includes, but is not limited to:

1. Participants, roles, and responsibilities.
2. Tools.
3. Scope of application components to be tested.
4. Documentation of the system processes to be used for performance testing.
5. Identification of external dependencies and a quantification of their effects on the test.
6. Technical resource scheduling.
7. Transactional and batch load tests that simulate the real-time concurrent users and test the load capacity of the system.

8. Concurrent users accessing and updating key functions in the system in combination with running key batch processes.
9. Identification of any data inputs required for execution of the test scripts.
10. Identification of baseline performance metrics.
11. Comparison and evaluation procedures.
12. Identification of applicable defect management plans.

TE4-2 Performance and Load Test Results

The SI shall perform all of the necessary performance and load testing activities, including executing and documenting performance and load tests to evaluate system performance and shall conduct remediation of performance issues. The SI shall then:

1. Present the results of the performance and load testing to the HRMS team.
2. Identify and resolve any unacceptable response times.
3. Make any necessary adjustments to the customized code, configuration, and/or tuning of the underlying SQL and/or adding/modifying indexes.
4. Upon completion of the remediation steps, perform any necessary regression testing to ensure that the HRMS performs properly, and then perform retesting of the performance/load tests to ensure that the response times have improved and are at acceptable levels.
5. Document performance metrics in the performance and load test results document.
6. Applicable defects should be identified.

When revisions are necessary, the SI shall perform additional rounds of performance and load testing, and the SI shall make any necessary further revisions until successful completion is achieved.

2.9.6.5 TE5 – User Acceptance Testing

User acceptance test (UAT) is intended to ensure NYS that the HRMS solution operates according to the approved design. UAT cases will be developed by the SI and approved by the HRMS project director prior to performing any UAT.

The HRMS team will designate an HRMS test team that will include agency HR end users, as well as users from the control agencies. The HRMS test team will perform UAT according to the previously agreed-upon and established UAT plan. The HRMS team will test all required and desired HRMS functionality, step-by-step, using the UAT cases provided by the SI and approved by the HRMS project director. The HRMS test team will also perform ad hoc testing of the available HRMS functionality during UAT.

The testing timeframe should be communicated in advance to the HRMS team, to ensure that the HRMS test team resources are available to participate in UAT.

UAT will emphasize end-to-end workflows, User Experience (UX), the effect of user workflows on other features, and overall performance. The SI is expected to have staff available to support the HRMS test team as they test the system. NYS will not accept a system where the functionality is only demonstrated by the SI.

When the SI and HRMS team agree that the HRMS system is ready for UAT, the SI will:

1. Provide training on the solution for all UAT participants.
2. Assist the HRMS test team by loading and/or refreshing test data.
3. Allow the HRMS test team to test the operational solution.
4. Assist the HRMS test team during testing.

The HRMS test team will submit reports of test results indicating pass/fail of individual functionality. The test results reports will be approved by the HRMS project director. Acceptance of individual points of functionality or core business processes shall not be considered acceptance of the system by NYS. Only after all HRMS business processes for the deployment under test are fully operational to the satisfaction of the HRMS test team will final system acceptance be given by the HRMS project director.

2.9.6.5.1 TE5 Guidelines

Prerequisites for UAT include:

1. SIT has been completed successfully.
2. All interfaces and SOA integrated processes have been tested individually.
3. Converted data has been tested and reconciled.

The SI shall provide a complete set of test data that will be used for all test cycles. The test data should include masked production data and/or SI-created data.

Detailed reconciliations of data exchanged between systems are required.

UAT planning should incorporate tasks in the HRMS project schedule for the HRMS team to review test plans, test cases, and example test results.

Responsibility for testing data exchanges with other systems is shared with representatives of the other systems.

The HRMS team expects to use the testing tools supported by NYS ITS. Those tools include the Micro Focus products ALM, UFT, and PC. Please note, the tools are subject to change. Access to these tools will be provided by the NYS ITS TaaS team.

UAT can be performed in parallel with QA4 – Performance Testing.

2.9.6.5.2 TE5 Deliverables

TE5-1 User Acceptance Test (UAT) Plan

For each HRMS deployment, the SI shall develop and submit a UAT plan that will outline the details, procedures, responsibilities, and schedule for implementing the test strategy. The SI shall work with the HRMS team to identify the HRMS test team UAT participants. The SI shall implement a test environment that will be used for UAT. The test environment shall be accessible to all designated HRMS test team members. The test environment will be separate from any development, training, and/or production environments. Applicable defect management plans should be identified.

TE5-2 User Acceptance Test Cases

The SI shall provide UAT cases and test scripts. The UAT cases should provide end-to-end test cases—including interfaces—for each HRMS deployment.

TE5-3 User Acceptance Test Results

The SI shall perform all of the necessary UAT testing activities, including executing all UAT test cases prior to making them available for the HRMS team to execute. The SI shall provide thorough documentation on UAT runs, executed UAT cases, and detail on any encountered findings. Applicable defects should be identified. When revisions are necessary, the state shall perform additional rounds of UAT, and the SI shall make any necessary further revisions until successful completion is achieved.

2.9.7 Training

The transition to the HRMS will affect thousands of state employees and stakeholders, their daily jobs, procedures, and business practices. For example, all stakeholders will experience changes to all user interfaces and features, as well as most processes. For some, the new business processes will be very similar to their current practices, but within the HRMS. For others, change will be more dramatic—not only a new system environment but also new procedures and best practices. Regardless, transitioning to the new work environment will pose challenges.

User training and user support will be critical to managing those challenges. Users must learn their new jobs and solve problems quickly and effectively.

This section documents the training related deliverables that the SI is expected to deliver.

Table 13, Training Deliverables

Deliverable	<u>Deliverable Documents</u>
TR1 – Training Planning	TR1-1 Training Plan
TR2 – Training Materials	TR2-1 Training Materials
TR3 – Instructor-Led Training	TR3-1 Deliver Training
	TR3-2 Training Report
TR4 – IT Operations and Procedures Manual	TR4-1 IT Operations and Procedures Manual

2.9.7.1 TR1 – Training Planning

The purpose of the HRMS training is for the SI to address the learning needs of the end users of the system. The end users must obtain the necessary skills from the training to perform their jobs efficiently and smoothly. Every user role that will use the HRMS system must have training provided, including day-to-day end users and users who provide data to the system, and users who consume data from the system.

An aspect of each HRMS deployment is the creation and customization of various training materials and system documentation by the SI to support the HRMS. These materials need to address both the use and maintenance of the HRMS and will play an integral part in system acceptance for each HRMS deployment.

For all training delivery methods, the SI is expected to provide the minimum specifications for the laptop/desktop and/or the browser information for internet connectivity, to hold a successful user training experience.

If in-person instruction is provided as part of the training plan, NYS will provide the training facility (space) for those training sessions. All facilities/rooms provided by NYS will include laptops/desktops, networking/telecommunications, whiteboards, and flip charts.

If virtual or web-based online training is to be provided, NYS will provide each end user with a laptop/desktop equipped to the minimum specifications for the laptop/desktop, browser, and internet connectivity to hold a successful user training experience.

The SI is responsible for developing and delivering a variety of training programs for a variety of user types, including but not limited to in-person training, virtual training, and web-based online training. Training plans will be developed that identify all the necessary training tasks, training resource requirements, course descriptions, and processes to evaluate the effectiveness of the training delivered.

The SI needs to train state staff who will be providing support for HRMS business and technical stakeholders, including but not limited to the stakeholders identified in Figure 1, Key Stakeholders. All support service access to NYS data must be from within the CONUS. At no time will any support personnel be allowed to access data directly, or indirectly, from outside the CONUS.

Initially, the SI needs to support the HRMS by allowing the NYS staff to observe/shadow the SI staff. The SI will then transition into the supporting role as NYS staff receive enough training to provide primary support for the HRMS. The SI will provide assistance to the NYS staff, when necessary.

The HRMS team expects to use Micro Focus ALM as its standard and bug-tracking tool.

SI training support must include methods to monitor ongoing user support demand and usage. Unmet or under-satisfied support requirements must be identified and acted upon to facilitate continual improvement.

2.9.7.1.1 TR1 Guidelines

1. Training should follow ATD guidelines for curriculum development.
2. Training must relate HRMS training to the OOTB, configured, or customized HRMS business processes.
3. For the external HRMS Interfaces, the SI shall describe how the interfaces will be simulated during training.

Facilities, locations, availability of trainees, and infrastructure for training delivery will be managed by the HRMS team.

NYS defines user types as:

1. Executive Users—Interested in high-level reports, queries, and dashboards, and need to understand the key functions performed by the system.
2. Power Users (or Super Users)—Savvy with HRMS business requirements and processes. Will have greater privileges than end users. These users are sometimes given administrator rights to parts of the application.

3. End Users (Business Users)—Use the system daily to perform their jobs. This may include HR staff, Benefits Administration staff, and others as defined in HRMS Attachment 3 - Requirements Traceability Matrix.
4. Casual Users—Occasionally use the system to perform a transaction. This may include managers, supervisors, and employees who typically use the system a few times per year.
5. Train-the-Trainer—Highly skilled with the new software and highly skilled with training other staff.

The SI shall train state staff, including but not limited to the stakeholders identified in Figure 1, Key Stakeholders.

A HRMS team member or someone from the business area will be available during training sessions (online or in classroom) to answer NYS related process questions.

2.9.7.1.2 TR1 Deliverables

TR1-1 Training Plan

The SI shall provide a final detailed, updated training plan for each deployment a minimum of six months prior to the expected production go-live date.

The SI shall develop and submit HRMS training plan(s) requirements, including:

1. A draft training plan that shall be available within 45 calendar days of the completion of the Analysis and Design Phase.
2. Identification of a high-level training schedule that indicates the tasks and timeframes needed for each training session.
3. Defined roles and responsibilities for all parties involved in training.
4. Addressing training environment setup and data refreshes.
5. Recommendation for a customized curriculum and course descriptions for each identified user role, along with the delivery method (e.g., instructor led, web-based), timeframe, and the assessment methods.
6. Accounting for a process for updating training materials based on results from training assessments.
7. Identification of how external HRMS interfaces will be simulated for training.
8. Identification of the training materials that will be developed.
9. Identification of the training delivery mechanism.
10. Identification of the training assessment method that will be used.

2.9.7.2 TR2 – Training Materials

Training materials are crucial to a well-trained user community. Properly designed training materials prepare workers for their responsibilities and reinforce key messages consistently. This deliverable defines training materials for each of the courses identified in the training plan.

2.9.7.2.1 TR2 Guidelines

Training should be designed, built, and delivered in self-contained modules corresponding to application roles, with an overview of the end-to-end process.

The SI should develop training materials for any modified (configured or customized) PeopleSoft modules, along with the standard PeopleSoft training materials.

Training materials should be designed with multiple delivery methods in mind.

Training data shall be able to be refreshed in the training environment prior to each training session.

Training materials must be revised after each training presentation, to address the results of an assessment of user skills and training needs, in addition to any training user comments received.

Technology-based learning materials must comply with commonly accepted e-learning standards regarding interoperability, reusability, and manageability, including Aviation Industry Computer-Based Training (CBT) Committee (AICC) and Shareable Content Object Reference Model (SCORM) V1.2 at a minimum.

The training materials should be available within the HRMS.

After HRMS Deployment 3, the HRMS team will be responsible for updating the training materials any time there is an upgrade or a change to the HRMS.

Training materials should use NYS terminology.

2.9.7.2.2 TR2 Deliverables

TR2-1 Training Materials

The SI shall develop and provide the following HRMS training material requirements, at a minimum:

1. Role-based training materials shall be provided for NYS review 60 days prior to the expected start of a scheduled training session.
2. Role-based training for users shall be provided with access to a training environment.
3. Training materials shall be required for both trainers and end users in a variety of formats, including instructor-led, webinars, and online training.
4. End users will include legacy system users being trained on the HRMS for the first time, new employees being trained on the HRMS for the first time, and previously trained users being remedially trained or trained on new functionality.
5. All online training materials must be developed to be AICC and SCORM compliant.
6. Final drafts of instructional presentations and media components, including PeopleSoft User Productivity Kit (UPK) customization for HRMS applications for all phases and course recommendations, must be presented, including but not limited to:
 - a. Storyboards.
 - b. Facilitator guides and materials.
 - c. Train-the-trainer reference materials.

- d. Quick reference guides.
- e. Learner guides.
- f. Content scripts.
- g. User documentation, both online and text based, and performance support.
- h. Frequently Asked Questions (FAQs).
- i. Online tour of interface and features of the courseware.

2.9.7.3 TR3 – Instructor-Led Training

Successful implementation of the HRMS depends on the ability of the state workforce to administer and use the system effectively. This training deliverable refers to the delivery of classroom training per the training plan.

2.9.7.3.1 TR3 Guidelines

Refer to:

1. HRMS Attachment 4 - As-Is Description, for detailed information regarding numbers of users.
2. Deliverable TR1-1 - Training Plan.

The SI is responsible for ensuring trainer preparedness, including SI, HRMS, and agency trainers.

The SI shall prepare the training environment with appropriate sample data to help users navigate through the training instance of the application.

Maximum capacity of each classroom session will be 25 students.

Necessary training manuals, guides, and preparation materials will be made available to students at least five business days prior to the training sessions.

The HRMS project prefers a train-the-trainer approach for the delivery of training for the NYS employee workforce, to minimize costs. However, in-depth and specialized training for up to 70 trainers, including HRMS team trainers and select agency implementation team members will be a deliverable for the SI.

2.9.7.3.2 TR3 Deliverables

TR3-1 Deliver Training

The SI shall provide training following the approved training plan. Quick reference materials should be provided to reinforce formal training. Training assessments will drive the revision and remediation of training and materials.

TR3-2 Training Report

The SI shall provide a training report that indicates the HRMS training sessions that have been held, provides a list of the attendees of each session, and provides a training assessment summary and details.

2.9.7.4 TR4 – IT Operations and Procedures Manual

Implementing an HRMS system successfully in an environment as varied as NYS requires a high degree of skill and knowledge. Over time, the HRMS team will benefit from the knowledge transfer efforts of the SI. A large part of knowledge transfer is accurate documentation of the technical decision-making process, including detailed instructions on implementing those decisions. The development of the IT operations and procedures manual ensures that this accumulated process knowledge is documented in an accessible form and updated over time.

2.9.7.4.1 TR4 Guidelines

As the project approaches deployment, changes and additions to implementation procedures should be captured.

Contents may be used to create multiple types of documents in multiple media.

The SI shall produce and provide technical installation and configuration documentation, documentation of any new or updated infrastructure configuration, and other reasonable and customary documentation associated with PeopleSoft implementation.

Except where precluded by Oracle PeopleSoft rights (copyright or otherwise), all SI-developed documentation provided will become the property of NYS.

Disaster recovery planning for the HRMS is still to be determined and will be implemented later in the project. The SI should plan to work with the HRMS team to address disaster recovery implementation.

2.9.7.4.2 TR4 Deliverables

TR4-1 IT Operations and Procedures Manual

The SI shall develop and provide an IT operations and procedures manual that describes every procedure involved with configuring and operating a complete implementation of the HRMS. All HRMS software components, development tools, and management tools should be included in the documentation. The IT operations and procedures manual should also define a process to update the manual for continual refinement.

The following topics are illustrative of those to be included in the IT operations and procedures manual. Additional information necessary to install, configure, and operate any part of the HRMS successfully should be included as well.

1. Analyzing and applying upgrades and vendor-recommended patches for the hosted services, application, and database; security patches; and security configuration changes to reduce the risks to the HRMS.
2. Batch processing procedures.
3. Documentation policies.
4. Reasonable and customary installation and configuration documentation associated with a PeopleSoft implementation.
5. Interface operating procedures.

6. Security procedures.
7. Troubleshooting and problem resolution procedures.
8. Use of performance monitoring tools.

2.9.8 **Organizational Readiness**

This section documents the organizational readiness-related deliverables for the HRMS that the SI is expected to deliver.

Table 14, Organizational Readiness Deliverables

Deliverable	<u>Deliverable Documents</u>
OR1 – Workforce Transition Planning	OR1-1 Workforce Transition Plan
OR2 – Operational Readiness Assessment	OR2-1 Operational Readiness Assessment
OR3 – Deployment Preparation	OR3-1 Deployment Plan
	OR3-2 Deployment Checklist

2.9.8.1 *OR1 – Workforce Transition Planning*

Upon completion of the operational readiness assessment, where go-live is approved, implementation of the steps in the workforce transition plan prepared as part of this deliverable should proceed. The SI and the HRMS team will ensure that the HRMS is operational and performing as expected prior to implementation of the steps in the workforce transition plan.

Transition activities include planning and executing all steps necessary to transition each deployment of the HRMS from test to production.

The SI shall describe the key objectives of the transition of functionality described in this RFP. The SI shall also include critical success factors for the transition. The SI shall indicate how they will plan their transition, taking into consideration the high-level assumptions made, as well as providing a description of how the proposed transition activities support the HRMS transition. The SI shall also describe their transition approach for standard workstreams, risk management, and project management. Within the transition strategy, the SI shall indicate the levels of commitment of NYS resources to the transition activities. The SI shall plan for the use of a NYS-provided help desk ticketing system for recording and managing help desk tickets.

The SI shall provide the HRMS team with a transition plan for each deployment that provides a narrative describing the SI's overall transition plan with enough detail for NYS to understand the proposed approach and the associated necessary commitments and timeframes. The transition plan shall include, for each deployment, detail on the deployment's workstreams and corresponding tasks, resource assignments, deliverables and milestones, phasing, detailed assumptions, required decision points, and transition risks. Applicable defect management plans should be identified.

2.9.8.1.1 OR1 Guidelines

The HRMS team will lead and/or review and approve all project-related communications with NYS agencies regarding workforce transition.

2.9.8.1.2 OR1 Deliverables

OR1-2 Workforce Transition Plan

The SI shall provide the HRMS team with a workforce transition plan for each deployment that provides a narrative describing the SI's overall transition plan, with enough detail for NYS to understand the proposed approach and the associated necessary commitments and timeframes. The workforce transition plan shall include, for each deployment, detail on the deployment's workstreams and corresponding tasks, resource assignments, deliverables and milestones, phasing, detailed assumptions, required decision points, critical success factors, and transition risks. For each deployment, the SI shall refine the workforce transition plan to include:

1. A description of what needs to be done to ensure that each interface will be ready to transition to the new HRMS deployment and an assessment of interface readiness, to allow for mitigation of any significant risks exposed by the transition.
2. Any NYS interface changes that are required for the transition but are not within the SI's scope.
3. The staffing resources needed to support the transition.
4. Any training necessary for the staffing resources to support the transition.

2.9.8.2 OR2 – Operational Readiness Assessment

The HRMS deployment will affect multiple processes and systems crucial to the operation of HR services within NYS government. If one or more deployment action should fail, the result could terminate the deployment. For each HRMS deployment, the SI shall conduct an Operational Readiness Assessment (ORA) that defines and documents a comprehensive approach to assessing the preparedness of the HRMS for deployment. The assessment should include NYS stakeholders, the HRMS team, and the SI.

2.9.8.2.1 OR2 Guidelines

The ORA should:

1. Be conducted when all UAT activities have successfully concluded and the HRMS is in a stable state.
2. Confirm that regression testing has occurred for changes made late in the testing cycle.
3. Include a review of operational processes (such as batch scheduling and escalation of technical problems) and related documentation to ensure that processes will work properly in production.
4. Identify the methods for assessing the readiness of the HRMS.
5. Identify the methods for assessing the readiness of the HRMS team to provide an expanding role in supporting and maintaining the HRMS as it moves into production.

Scheduling of the assessment should account for remediation efforts and follow-up activities and/or the reiteration of the assessment as necessary.

The ORA will need to result in a recommendation of a go/no go system acceptance decision for the current HRMS deployment by the SI and the HRMS team.

2.9.8.2.2 OR2 Deliverables

OR2-1 Operational Readiness Assessment

The SI shall create and conduct an ORA that defines and documents a comprehensive approach to assessing preparedness of the HRMS to go live from an operational perspective for each HRMS deployment. The assessment should include, but not be limited to:

1. Review and finalization of acceptance of protocols and standard operating procedures that govern application administration and management.
2. Completeness of the acceptance test of the PeopleSoft capabilities, including configurations and customizations assigned to the deployment.
3. Review and finalization of acceptance of protocols and standard operating procedures that govern application administration and management.
4. Assessment of the effectiveness of knowledge transfer.
5. Assessment of the degree to which stakeholders are ready and capable of implementing any applicable business process changes.
6. Assessment and remediation activities for ensuring that operational documentation is timely, accurate, and complete.
7. Assessment of the effectiveness of operational training and user readiness.
8. Assessment of approved procedures for change management.
9. Assessment of security risks and vulnerability assessments.
10. Assessment of supportive processes, including backup.
11. Assessment of performance metrics.
12. Assessment of final data conversions.
13. Accuracy of operational documentation.
14. Assessment of any unresolved defects.

2.9.8.3 OR3 - Deployment Preparation

This deliverable should create a deployment plan and a deployment checklist that together provide a clear roadmap of the high-level and detailed activities involved in deploying the current version of the HRMS into production. The deployment plan should identify the high-level activities and applicable roles needed to perform the deployment. The deployment checklist should identify the deployment tasks, formalize the deployment, and identify deployment mitigation options to manage the deployment, deployment problems or, in the worst case, restore the system to its prior state.

2.9.8.3.1 OR3 – Guidelines

The SI should work with the HRMS team to identify critical business processes. During deployment, no identified critical business processes should be interrupted. The SI will work with the HRMS team to identify plans for the deployment where the critical existing business processes can be stopped for the deployment to proceed without affecting the business. If there needs to be a blackout period when no transactions can be processed, the SI shall work with the HRMS team and the business to plan and schedule the blackout period to minimize the impact. The SI will incorporate the resulting deployment plans and decisions in the deployment checklist.

2.9.8.3.2 OR3 - Deliverables

OR3-1 Deployment Plan

The SI shall develop and provide a deployment plan that will identify the high-level activities that are needed for deployment. This deployment plan should also include a deployment schedule with enough detail so the tasks and the schedule can be tracked and monitored. There will likely be multiple Full-Dress Rehearsals (FDRs) during which the deployment plan and deployment schedule will be updated. The deployment plan and the deployment schedule will be useful in understanding the timing of all tasks for each overall deployment. The deployment plan should identify any applicable roles that will need to be involved and any applicable defect management plans.

OR3-2 Deployment Checklist

The SI shall develop and provide a deployment checklist that will allow the HRMS to successfully deploy. The deployment checklist will address the possibility of continuing if the HRMS deployment is unsuccessful or is fully terminated. Execution of the deployment plan depends on successful completion of the following items, among others: UAT, interface testing, any applicable regression testing, a review of any outstanding defects, a NYS approval on the organizational readiness assessment of the system, and an assessment on the readiness of NYS agencies to use the HRMS. The deployment checklist shall identify tasks necessary to be accomplished to transition each new deployment of the HRMS into production, including:

1. Pre-conversion tasks.
2. Data conversion tasks.
3. Post-conversion tasks.
4. HRMS/interface implementation tasks.
5. Timings and dependencies.
6. Decision points/checkpoints.
7. Rollback plan.
8. Readiness criteria.
9. Go/no-go decision.
10. Post-implementation support.

2.9.9 Deployment and Go-Live Support

This section documents the deployment and go-live-related deliverables the HRMS SI is expected to deliver.

Table 15, Go-Live Deliverables

Deliverable	<u>Deliverable Documents</u>
DG1 – Deployment and Go-Live Report	DG1-1 Deployment and Go-Live Report
DG2 – HRMS Production Support	DG2-1 Production Support
	DG2-2 Monitoring and Reporting
	DG2-3 HRMS Activity Report
DG3 – HRMS Change Control	DG3-1 HRMS Change Requests

2.9.9.1 *DG1 – Deployment and Go-Live Report*

The SI shall deploy each deployment of the HRMS following the approved OR3-2 deployment checklist. The SI shall perform multiple dry runs of the deployment checklist prior to the final go-live of the deployment. After each deployment go-live, the SI should provide the HRMS team with a report on the deployment.

2.9.9.1.1 DG1 Guidelines

None.

2.9.9.1.2 DG1 Deliverables

DG1-1 Deployment and Go-Live Report

For each HRMS deployment, the SI shall:

1. Complete all the necessary activities for a fully functioning system, meeting all requirements specified in the contract for the deployment and allowing for a successful deployment go-live and the sunsetting of the related legacy system(s).
2. Provide a deployment and go-live report for each execution of the deployment checklist, including:
 - a. Documenting the results of the deployment dry run or the go-live.
 - b. Identifying who executed each activity in the deployment checklist (name of user, automated task[s], etc.).
 - c. Identifying when the activity occurred.
 - d. Identifying any notes or comments regarding the activities.
3. Identifying any errors/defects that were encountered during deployment or within the first 24 hours of operation.
4. Provide a successful final data conversion and migration acceptable to the state.

5. Provide a fully functioning secondary data storage solution acceptable to the state.

2.9.9.2 DG2 – HRMS Production Support

The SI shall assist the HRMS team members who will be responsible for maintaining the HRMS and assisting users with questions. During the support periods listed in Table 16, Vendor Provided HRMS Support Periods, the SI shall work with NYS HRMS implementation support staff to support Deployments 1, 2, and 3. This effort will support knowledge transfer during these periods, when the SI will work with NYS HRMS staff to support activities such as:

1. Troubleshooting possible problems or defects encountered.
2. Analyzing potential minor enhancements; note that any enhancements outside of the HRMS scope will require a change order.
3. Analyzing and applying PeopleSoft updates.
4. Assisting NYS Level 2 Help Desk staff.
5. Assisting with performance tuning.

This support will start upon the release of Deployment 1 and finish 12 months after the release of Deployment 3, as defined in Table 9.

Table 16, Vendor Provided HRMS Support Periods

Name	Start	End
Deployment 1 Support	Deployment 1 Released	Deployment 2 Released
Deployment 2 Support	Deployment 2 Released	Deployment 3 Released
Deployment 3 Support	Deployment 3 Released	12 Months after Deployment 3 Released

All support service access to NYS data must be from within the CONUS. At no time will any support personnel be allowed to access data directly, or indirectly, from outside the CONUS.

2.9.9.2.1 DG2 Guidelines

Development and deployment of support materials and tools must be coordinated and consistent with the project training plan, the project plan, and the applicable deployment plan.

The SI shall work with NYS HRMS support staff to conduct application, middleware, and database tuning.

The SI must participate in ongoing support status meetings with the state personnel, as needed, to troubleshoot any software problems.

The SI is responsible for corrective software maintenance. This type of maintenance includes diagnosing and fixing defects, including but not limited to those found by users.

2.9.9.2.2 DG2 Deliverables

DG2-1 Production Support

That SI shall provide support to the HRMS team from go live of Deployment 1 until 12 months following go live of Deployment 3. This SI support shall include knowledge transfer that will enable the HRMS team to support the deployed HRMS independently and assume operational responsibilities. In addition, the SI should provide supplemental staffing to the HRMS project to provide supplemental Help Desk Level 2 support. HRMS production support should include activities such as:

1. Troubleshooting problems or defects encountered.
2. Performing bug fixes and/or correcting coding errors.
3. Assisting with minor enhancements. Note that any enhancements outside of the HRMS scope will require a change order.
4. Assisting the HRMS team with HRMS performance tuning.
5. Assisting with analyzing and applying PUM images.
6. Assisting with responding to, and answering, Help Desk Level 2 questions.

DG2-2 Monitoring and Reporting

Throughout the term of SI support for the deployed HRMS, the SI shall monitor agreed-upon performance standards and provide monthly reports to OGS of such monitoring, including actual performance compared to each agreed-upon performance standard and identifying any defects encountered.

DG2-3 HRMS Activity Report

During the HRMS support period, the SI shall provide a monthly activity report that provides a summary of the SI's activities, an assessment of the NYS capability to support the HRMS, and recommendations for HRMS improvement.

2.9.9.3 DG3 - HRMS Change Control

During the deployments of the HRMS, enhancements and bug fixes will be identified. The SI shall participate in periodic HRMS Change Control Board (CCB) meetings to review any HRMS change requests associated with enhancements, bug fixes, or any other changes to the baseline configuration in scope for each deployment.

Change requests should be submitted to the HRMS CCB to address defects or enhancements to a deployed version of the HRMS. Each change request will need to be analyzed to determine the impact(s) to staff workload, resources, efficiency, schedule, and/or performance of the production HRMS or related systems. The HRMS CCB will be responsible for providing approval for any change request before it is implemented in the production HRMS.

2.9.9.3.1 DG3 Guidelines

System defects that are discovered in production and/or during the implementation of the HRMS, where the HRMS fails to meet the requirements baseline, shall be addressed by the SI at no cost to the

state. All no-cost change requests require prior written approval by both the state and the contractor, which shall be documented via HRMS Appendix L – Change Request.

Enhancements that are not within the scope of the initial HRMS requirements need to be reviewed by the HRMS CCB, including changes necessary to onboard additional NYS agencies. Approved enhancements will be treated as additional services (see Section 5.5 Additional Services).

Changes necessary to onboard additional NYS agencies need to be reviewed by the HRMS CCB.

Each HRMS enhancement, or change request that is presented to the HRMS CCB must be submitted on an HRMS change request form.

The HRMS CCB members will consist of the members of NYS team. The SI shall participate in the HRMS CCB meetings. SI representatives shall not be voting members of the HRMS CCB.

The HRMS CCB will meet at a schedule agreed upon between the HRMS team and the SI.

For each HRMS change request, the SI shall indicate the number of labor hours for each job category that will be needed to work on the change. The cost will be calculated based on the fully loaded labor rate provided in the Additional Services tab of the HRMS Attachment 1 - Cost Proposal Form.

The SI shall not initiate any work to address a change request without written approval from the HRMS CCB.

2.9.9.3.2 DG3 Deliverables

DG3-1 – HRMS Change Control

The SI shall participate in periodic meetings of the HRMS CCB. For each approved change request impacting the SI, the SI shall perform an analysis to determine the impact(s) to staff workload, resources, efficiency, and/or performance of the production HRMS or related systems. The SI shall provide impacts and cost estimates for approved change requests assigned to the SI.

2.10 SI's Compensatory Liability

If the SI fails to complete any of the specified services within the timeframe required, OGS reserves the right to have such work completed by either another company or in-house staff. In any such event, the SI shall be liable to reimburse OGS for all costs incurred to complete the work. OGS further reserves the right to collect such reimbursement from any outstanding payments due to the SI.

2.11 Staffing Requirements

OGS expects that all services will be conducted diligently and effectively under the oversight of OGS staff. Further, it is expected that:

1. SI can have more than one person file more than one role, unless otherwise noted. If a person will fill more than one role, SI shall clearly identify how the role duties will be separated.
2. Not all positions require the person to work full time on this project.
3. SI staff shall conduct themselves in a professional manner.

4. SI staff shall report to work in appropriate dress and appearance.
5. SI staff shall comply with all rules and requirements of this solicitation, including the prohibition of the use of drugs and alcohol prior to or during any period of work to which they are assigned.
6. Any SI staff who fails to comply with any of the requirements of the contract resulting from this solicitation shall be removed from the premises and the project at the state's sole discretion.
7. The SI shall ensure that any staff performing services or tests on any system component are fully trained and qualified to perform the required services.
8. SI staff should work during normal business days, and any requests for off-hour scheduling of work shall be approved by the HRMS project director. Designated SI staff shall be available 24 hours a day, seven days a week (24/7) for go-live activities, as well as for any incident/problem resolution and off-hours maintenance.
9. Work areas will be maintained in an orderly fashion; areas must be cleared out and cleaned up after the scheduled work.
10. OGS will provide office space for all SI staff.
11. OGS will provide state-issued laptops and network access for all SI staff.
12. All SI personnel must successfully pass SI-provided annual security training and awareness curricula as approved by the HRMS project director, as well as any focused or specialized training.
13. All SI personnel who interface with OGS on the contract shall be able to read, write, speak, and understand English fluently.
14. Individuals can satisfy multiple roles or positions.

The proposer shall identify key personnel in HRMS Attachment 7 - Key Personnel Forms.

The proposer shall provide a staffing plan that identifies the proposed staff for the project, as indicated in Section 2.9.

2.11.1 Project Director

The proposed project director must have at least five years of experience leading strategic assessments, and providing the resulting formal work products to executive teams. The assessments must have used PeopleSoft solutions in the public sector.

2.11.2 Project Manager

The SI shall provide a project manager who is not required to be involved in the day-to-day project activities. The project manager shall have decision-making authority regarding all issues escalated to them concerning the project, as well as authority to implement any suggested or required changes that would affect the contract. The project manager will work with OGS's designated representative(s) on any such changes.

Minimum requirements for project manager:

1. 84 months of experience as a project manager; experience must include management of all aspects of IT system implementation.

2. 84 months of management of timelines, tasks, and reporting.
3. 84 months of experience in the management of multiple deliverables with overlapping timelines.
4. 84 months of experience with managing IT defect, issue, and risk resolution.
5. 84 months of experience with the implementation and operation of Oracle/Peoplesoft HCM used in a government or public sector environment or large private entity in a shared service model.
6. 36 months of experience in Lean, Six Sigma, or Capability Maturity Model Integration (CMMI) and experience in business process engineering activities involving PeopleSoft HCM processes.
7. Certified Project Management Professional (PMP).

2.11.3 Functional Resources

As part of the staffing plan, the proposer shall indicate the number of functional leads and functional analysts who will be onboarded to the HRMS project.

At a minimum, NYS requires at least one functional lead in each of the two functional areas described below:

1. Core HR—Position Management, ePerformance.
2. Base Benefits—eBenefits and Benefit Administration.

The functional leads shall possess the following, at a minimum:

1. 84 months of experience working as functional analyst/lead in PeopleSoft HCM modules as described above.
2. Demonstrated experience working with a broad spectrum of stakeholders to analyze their needs and define functional requirements.
3. Exemplified advanced knowledge in understanding of business requirements, processes, and implementation approaches.
4. Experienced in mapping business requirements to the delivered PeopleSoft functionality and articulating and documenting fit-gap analyses and solutions.
5. Proven experience in test planning and execution.
6. Expert level knowledge in PeopleSoft HCM module setups and configurations (including setup and control tables).
7. Experience as Peoplesoft HCM functional lead in a minimum of two PeopleSoft 9.2 HCM implementation projects (in PeopleSoft modules specified above).
8. 48 months of experience in configuring workflow using PeopleSoft Approval Workflow Engine (AWE).
9. 36 months of experience in analyzing and applying PUM images.

2.11.4 Technical Resources

As part of the staffing plan, the proposer shall indicate the number of technical leads and developers who will be onboarded to the HRMS project.

The technical leads shall have the following, at a minimum:

1. 84 Months of experience with PeopleSoft HCM applications in a technical developer or technical lead role involving large PeopleSoft HCM implementations in the Core HR, Position Management, Base Benefits, eBenefits, and Benefits Administration modules.
2. 48 months of experience as a technical lead or manager involving large PeopleSoft 9.2 HCM implementations in the Core HR, Position Management, Base Benefits, eBenefits, and Benefits Administration modules. Experience should include leading developers in technical design and development.
3. Minimum of one project working on the latest PeopleSoft features, such as Drop Zones, Page-field Configurator, Dashboards, Activity Guides, and Pivot Grids.
4. 48 months of experience in configuring workflow using AWE.
5. Minimum of one project leading a technical team on PeopleTools 8.56 or above.
6. Experience in an environment involving a broad spectrum of stakeholders leading full life cycle PeopleSoft HCM technical implementations.
7. 36 months of experience in analyzing and applying PUM images.
8. 36 months of experience leading development activities with PeopleSoft Fluid Objects.

2.11.5 Data Conversion Resources

As part of the staffing plan, the proposer shall indicate the number of data conversion leads and data conversion analysts who will be onboarded to the HRMS project.

The conversion leads shall possess the following, at a minimum:

1. 48 months of experience as a conversion lead or manager involving large PeopleSoft 9.2 HCM implementations in the Core HR, Position Management, Base Benefits, eBenefits, and Benefits Administration modules. Experience should include leading developers in technical design and development.
2. Minimum of three projects leading conversion activities related to PeopleSoft HCM implementations involving 50,000+ employees.
3. Minimum of one project leading a conversion team on PeopleTools 8.56 or above.
4. Experience in an environment involving a broad spectrum of stakeholders leading full life cycle PeopleSoft HCM technical implementations.

2.11.6 Security Resources

As part of the staffing plan, the proposer shall indicate the number of security leads and security analysts who will be onboarded to the HRMS project.

The security leads shall possess the following, at a minimum:

1. 60 Months of application security administration in a PeopleSoft 9.2 environment with skills including but not limited to role and permission grant functions, workflow, PeopleSoft security configurations, query security, user preferences, row-level security, and component security.
2. Minimum of one PeopleSoft HCM implementation project leading security activities in an environment involving a broad spectrum of stakeholders with 50,000+ employees.
3. 48 months of experience as a security lead or manager involving large PeopleSoft 9.2 HCM implementations in the Core HR, Position Management, Base Benefits, eBenefits, and Benefits Administration modules. Experience should include leading security analysts in:
 - a. Designing and setting up appropriate roles, permission lists, and row-level security for all functional areas within each environment.
 - b. Maintaining and migrating security across multiple databases in support of database refresh activities.
 - c. Analyzing and resolving security and access problems in PeopleSoft environments.
 - d. Working with functional, technical, and stakeholder groups in defining and documenting security requirements and configuring security (both data permissions and component/page access).
 - e. Designing and setup of the Department Tree, Query Tree, and related permissions.

2.11.7 PeopleSoft Administrators

As part of the staffing plan, the proposer shall indicate the number of PeopleSoft Administrators (PSADMINs) and Oracle Database Administrators (DBAs) who will be onboarded to the HRMS project to assist the PeopleSoft administrator lead. The PeopleSoft Administrator Lead should have the following, at a minimum:

1. 84 months of experience in PeopleSoft administration duties, including but not limited to installation, configuration, tuning, upgrade/patching, and setup and configuration of process scheduler servers, web server domains, and application server domains.
2. 48 months of experience as a PeopleSoft administration lead or manager involving large PeopleSoft 9.2 HCM implementations in building, configuring, overseeing, and troubleshooting PeopleSoft application systems in a high availability, fast-paced, on-site environment.
3. Minimum of one project setting up PeopleSoft infrastructure with self-service capabilities for 50,000+ employees.
4. Minimum of one project in PeopleTools 8.56 or above.
5. Minimum of one project in implementing Elastic Search.
6. 36 months of experience in analyzing and applying PUM images.
7. 48 months of experience in working with Infrastructure team members (network, systems, security, and DBAs) to build and deliver services in a stable, highly available, and secure multi-instance environment.
8. 24 months of experience managing or providing Oracle database administration activities.

9. The DBAs shall be available via telephone between the hours of 8:00 a.m. and 5:00 p.m., Eastern Standard Time, Monday through Friday, at a minimum, and shall respond to requests for discussion or resolution of technical problems within four hours of notification.
10. The PSADMIN shall be available to the OGS, via telephone, between the hours of 8:00 a.m. and 5:00 p.m., Eastern Standard Time, Monday through Friday, and shall respond to requests for discussion or resolution of technical problems within four hours of notification.

2.11.8 Test Manager/QA Lead

The test manager will be responsible for:

1. Providing testing subject matter expertise for HCM-specific applications, business processes, and policies.
2. Understanding the architecture and configuration of test environments and test scenario conditions/parameters by providing the overall framework for all tests to be performed.
3. Managing resources to appropriately support the type of testing required and to meet the level of effort required for timely completion of test events.
4. Developing a test strategy, test plan, and test scripts, and providing regular progress reports to client stakeholders.
5. Managing UAT.

The test manager/QA lead shall possess the following experience:

1. Minimum of five years of experience in a test management role.
2. Minimum of four years of relevant PeopleSoft 9.2 HCM IT testing experience.
3. Experience in managing and leading testing and evaluation activities for multiple sustainment and new development releases concurrently, in multiple test environments.
4. Experience in developing, implementing, and managing test cases and test scripts.
5. Experience creating and using RTMs to manage testing scope and track defects.
6. Experience designing, implementing, and conducting test and evaluation procedures to ensure that functional and nonfunctional requirements are met.
7. Experience with, and strong understanding of, PeopleSoft systems.

It is preferred that the test manager/QA lead possess a bachelors' degree in IT or an engineering field.

2.11.9 Training Lead

The training lead is responsible for defining training needs, developing and customizing training curricula and training materials, and overseeing the SI's delivery of training, including hands-on practice sessions.

Responsibilities include:

1. Functioning as the primary training and implementation resource.
2. Coordinating and participating in the assessment of training needs.

3. Designing and building a customized HRMS training curriculum for NYS needs, including a combination of on-site training, follow-up training, go-live assistance, CBT for new employees, and refresher courses for all employees.
4. Coordinating all activities related to implementation and facilitating communication among the key participants.
5. Developing and scheduling timelines for the training and implementation aspects of the project, then consistently delivering milestones that meet those timelines.
6. Traveling on-site as needed to assist with various training activities.
7. Managing the development or modification of training materials and documentation, including online manuals and workflow documentation to meet NYS needs.
8. Communicating effectively with all levels of the HRMS organization.

The training lead shall possess the following experience:

1. Minimum of five years of experience in organizing and managing training for human resources organizations.
2. Minimum of 10 years of relevant professional experience. That experience must include work similar in scope to that outlined in the scope of work.
3. Public sector experience.
4. Proficiency in Microsoft Word, Excel, PowerPoint, Project, and Visio, and Adobe Acrobat.
5. Superior English written and oral communication skills.

2.12 Occupational Safety and Health Administration (OSHA) Training Requirements

2.12.1 OGS Facility Manager's Obligations

Prior to beginning contract work/work assignment, the OGS facility manager or Designee shall inform the SI/SI's representative(s) of the known specific hazard(s) and chemical(s) they may encounter while performing their contract obligations. For example, testing of materials may be performed, or previous reports may be available to inform on the location of asbestos containing materials, lead, or other environmental concerns, if present, and any site-specific work practices that may be necessary to conduct work safely and in compliance with federal or state standards and OGS procedures, such as those involving lockout/tagout and electrical procedures.

The SI/SI's representative(s) shall also be provided with information about the use of and provisions for Personal Protective Equipment (PPE) required for the work. **SI/SI's representative shall provide a signed acknowledgement to the OGS facility manager or OGS designee that they were provided this information.**

2.12.2 SI/Contract Employee Obligations

These requirements apply only to on-site work at a state property.

Prior to or upon first reporting to the work location for assignment, the SI/SI employee(s) and employees of sub-SIs must present to the OGS facility manager or OGS designee proof of completion of the OSHA-required training for topic areas including but not limited to:

1. Hazard Communication.
2. PPE.

For environmental health and safety emergencies, an emergency contact must be provided for the facility manager or designee to contact prior to any work commencing. Any changes to this contact, including name and/or contact information, must be communicated immediately to the OGS designee.

2.12.3 Specific Field-of-Work Requirements

In circumstances where specific OSHA or NYS Department of Labor regulated work is required, the SI/contract employee(s) shall have all pertinent and up-to-date certifications beyond the “awareness” level, as required by regulations for the specific work. On-site employee shall be trained to do the work and supervised by those with higher knowledge/training.

It is the SI’s responsibility to provide the OGS facility manager or OGS designee with all employee updates and/or renewals for the above general contract obligations and training for specific field-of-work requirements.

The SI must coordinate with OGS to be informed of the site’s emergency action plan.

Note: Failure of SI/SI’s employee(s) and employees of sub-SIs to provide such documentation to the OGS facility manager or OGS designee, upon or prior to employee reporting to their initial work assignment, may result in OGS rejecting the employee(s) until that documentation is provided.

2.13 Physical Security Procedures

Please note that NYS locations may have security policies that must be followed. The SI shall work with NYS to obtain necessary clearances. The SI may be required to provide information such as company name, employee’s name (as it appears on ID), valid driver’s license number, vehicle make, model, and license plate to NYS.

2.14 Background Checks for SIs Performing Services in State Facilities

Requirements

The requirements of this clause apply to the SI performing on-site work for OGS. Background checks shall be performed at no additional cost to the state. The cost to the SI for performing the requirements of this section shall be taken into consideration when the proposer calculates its bid prices in response to this solicitation. The SI shall not be entitled to charge separately, or otherwise be reimbursed, for any costs incurred in complying with this background check requirement.

Definitions

For purposes of this clause, the following definitions apply:

1. On-Site—Refers to any state-owned or leased space open to the public or at which state business operations are conducted.

2. Suitability—Refers to identifiable character traits and past conduct that are reasonably sufficient to indicate whether a given individual is likely or not likely to be able to perform the requirements of a contract at OGS on-site locations without undue risk to the interests of the state.
3. Suitability Determination—A determination that there are reasonable grounds to believe that an individual will likely be able to perform the contract requirements on-site without undue risk to the interests of the state.

Applicability

1. SIs shall perform background checks and make suitability determinations on SI employees before the individual employees can perform on-site contract services for OGS.
2. The SI shall maintain a list of the background checks and suitability determinations noted above and shall provide that list to the OGS project director or their designee prior to the contract commencement date. The list shall be updated and resubmitted to the OGS project director or their designee as changes occur, continually keeping the OGS project director or their designee updated.
3. The Commissioner of General Services (the “Commissioner”), or her designee, on a case-by-case basis, may temporarily or permanently waive the requirements of this clause, in whole or in part, if they determine and establish, in writing, that background checks and suitability determinations are not necessary at a specific location, or for a specific individual, to protect the state's interests.

Background Check

The SI is responsible, at its own expense, for completing background checks and making suitability determinations on its employees prior to the employees beginning on-site work. Compliance with the requirements for performing a background check and making a suitability determination shall not be construed as providing a contractor employee clearance to secured areas. The SI is required to maintain records of background checks and suitability determinations for the term of the contract and to make them available to the state when requested.

At a minimum, the background check and suitability determination must include an evaluation of:

1. Verification that the individual is not listed on a national watched person database. The following link provides information about data available: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>. The following link accesses a PDF list of Specially Designated Nationals and Blocked Persons: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>.
2. Criminal history checks, using a national database that contains criminal histories and supplements this search by checks of NYS Office of Court Administration (NYSOCA) and comparable searches of states where the person has lived, worked, or attended school during the past five years, or by obtaining the record of convictions from NYSOCA directly, and from their equivalents from other states where the person might have lived, worked, or attended school during the last five years.
3. Department of Motor Vehicles (DMV) driving records.
4. Social Security number.
5. U.S. citizenship or legal resident status.
6. Residence (past three years) (should be requested on employment application to compare against data from DMV license and other searches for verification).

Background Check Guidelines

1. In making a suitability determination, the SI shall consider the following factors and evaluate them against the work to be performed, the performance location, and the degree of risk to the state:
 - a. Any loyalty or terrorism issue.
 - b. Patterns of conduct (e.g., alcoholism/drug addiction, financial irresponsibility/major liabilities, dishonesty, unemployability for negligence, misconduct, or criminal conduct).
 - c. Felony and misdemeanor offenses.
 - d. Employment-related misconduct involving dishonesty or criminal or violent behavior.
2. Before making a suitability determination, the SI shall evaluate any adverse information about an individual by considering the following factors:
 - a. The nature, extent, and seriousness of the conduct.
 - b. The circumstances surrounding the conduct.
 - c. The frequency and recency of the conduct.
 - d. Individual's age and maturity at the time of the conduct.
 - e. The presence or absence of rehabilitation or other pertinent behavior changes.
 - f. Potential for pressure, coercion, exploitation, or duress.
 - g. The likelihood of continuation of the conduct.
 - h. How, and if, the conduct bears upon potential job responsibilities.
 - i. The employee's employment history before and after the conduct.

Each suitability determination should be documented in a narrative. If negative items are mitigated by the subsequent passage of time or completion of substance abuse programs, this rationale should be included in the narrative. A negative suitability determination must be supported by a finding that the adverse information has a direct bearing on the potential job duties or that it is deemed sufficiently serious to bar the employee from a state site.

Employee Removal

Whenever the SI becomes aware that any employee working at an on-site location under an OGS contract becomes an unacceptable risk to the state, the contractor shall immediately remove that employee from the site, notify the Commissioner that such a removal has taken place, and replace the employee with a qualified substitute. If approval by the Commissioner was initially required for the use of a removed employee, Commissioner approval is required for the replacement employee.

Commissioner Notification

Prior to commencement of on-site contract performance, the SI shall notify the Commissioner that the background checks and suitability determinations required by this clause have been completed.

3. PROPOSAL SUBMISSION

3.1 RFP Questions and Clarifications

For proposers attending the mandatory proposers' conference pursuant to Section 1.8 there will be two opportunities for submission of questions, requests for clarification, and/or requests to waive any solicitation requirement (please see Section 5.12, Exceptions and Extraneous Terms). Questions, clarifications and/or requests must be submitted via email to the designated contact:

Amber Risch
Contract Management Specialist 1
NYS Office of General Services | Financial Administration | Agency Procurement Office
32nd Floor, Corning Tower Building, Empire State Plaza, Albany, NY 12242
518-486-1768 | Amber.Risch@ogs.ny.gov

All questions must cite the page, section, and paragraph number, where applicable. Please submit questions as early as possible following receipt of the RFP. The deadline for submission of any questions/clarifications regarding this RFP is listed in Section 1.7, Table 1, Key Events. Questions received after the deadline may not be answered. OGS will distribute an addendum with all questions and responses to questions, via email, on or about the date listed in Section 1.7, Table 1, Key Events, to the primary contact person for all vendors who attended the mandatory pre-bid conference.

3.2 Nondisclosure Agreement

The HRMS Appendix G - Nondisclosure Agreement must be completed, signed, and provided to the following address prior to HRMS Attachment 5 - As-Is Application Usage by Agency and HRMS Attachment 8 - Infrastructure Hardware and Software being provided to the proposer:

NYS Office of General Services
Financial Administration, Agency Procurement Office
32ND Floor, Corning Tower Building, Empire State Plaza
Albany, NY 12242
Attn: Amber Risch
Bid #2204

3.3 Confidentiality Form

The successful proposer shall be required to complete and submit HRMS Appendix H, Confidentiality Form, prior to performing any services under the contract

3.4 Proposal Format and Content

For the state to evaluate bids fairly and completely, proposers are strongly encouraged to follow the format set forth herein and should provide all information requested. All items requested in this submission section should be provided and addressed as clearly as possible. Failure to conform to the stated requirements may result in rejection of the bid.

Proposers are encouraged to include all information that may be deemed pertinent to their proposal. Proposers may be requested to provide clarification based on the state's evaluation procedure. Any clarification will be considered a formal part of the proposer's original proposal. If further clarification is needed during the evaluation period, OGS will contact the proposer.

Note: OGS reserves the right to request any additional information deemed necessary to ensure that the proposer can fulfill the requirements of the contract.

3.4.1 Technical Proposal Requirements

The technical proposal should consist of the items identified in Section 3.4.1.4, Table 17. Note that the technical proposal must NOT include any financial information.

3.4.1.1 Cover Letter

The proposer shall provide a cover letter that confirms that the proposer understands and will comply with all terms and conditions contained in this RFP and that, should the contract be awarded to your company, that you will be prepared to begin the services as indicated in Section 1.7 Table 1, Key Events. The cover letter should include the full contact information of the person(s) OGS shall contact regarding the proposal and must also include the name(s) of principal(s) of the company responsible for the contract, their function, and title. A proposer representative authorized to make contractual obligations must sign the cover letter.

3.4.1.2 Minimum Requirements, Experience, and Qualifications

Proposers must provide a completed HRMS Attachment 6 - Minimum Proposer Qualifications, which provides their minimum proposer qualifications, as well as their experience qualifications as part of their proposal. Proposers must submit information to confirm their ability to meet the minimum qualifications to provide the services requested in this RFP as set forth in Section 1.5, Minimum Proposer Qualifications.

3.4.1.3 Project Approach

Proposers must provide a completed HRMS Attachment 9 - Technical Proposal Narrative, that provides their project approach information as part of their proposal.

3.4.1.4 Additional Technical Proposal Requirements

The Proposer shall provide the following technical information as part of their proposal:

Table 17, Technical Proposal Requirements

Requirements	Directions	Form
Cover Letter	<p>Provide a cover letter that:</p> <ol style="list-style-type: none"> 1. Confirms that the proposer understands and will comply with all the terms and conditions contained in this RFP. 2. Indicates that the proposer is prepared to commence services as indicated in Section 1.7, Table 1, Key Events. 3. Includes the full contact information of the person(s) OGS shall contact regarding the proposal. 4. Includes the name(s) of principal(s) of the company responsible for the contract, their function, and title. 5. Has been signed by a proposer representative authorized to make contractual obligations. 6. By signing the Cover Letter, the proposer is indicating that all terminology used in the financial and administrative proposals is consistent with and corresponds to the terminology used in the technical proposal. 	Proposer Format
Technical Approach	<p>Describe how proposer will Implement the HRMS, including:</p> <ol style="list-style-type: none"> 1. Implementing the core business processes. 2. Performing the implementation. 3. Assessing the infrastructure. 4. Providing the deliverable requirements. 	Completed HRMS Attachment 9 - Technical Proposal Narrative.docx
Requirements Response	<p>Describe how proposer will meet the HRMS business requirements and infrastructure requirements, including:</p> <ol style="list-style-type: none"> 1. Business requirements. 2. Infrastructure requirements. 	Completed HRMS Attachment 3 - Requirements Traceability Matrix (RTM).xlsx
Minimum Qualifications	<p>Describe how proposer meets each minimum requirement.</p>	Completed HRMS Attachment 6- Minimum Proposer Qualifications
Key Personnel	<p>Provide resumes for all proposed personnel.</p> <p>Identify and include the following for key personnel:</p> <ol style="list-style-type: none"> 1. Experience information. 2. Reference contact information. 	Completed HRMS Attachment 7 - Key Personnel Forms and resumes

3.4.2 Cost Proposal Requirements

The cost proposal should consist of the items identified in Table 18 below.

Proposer shall submit a completed HRMS Attachment 1 - Cost Proposal Form, in a separately sealed package within the proposal submission, clearly identified as the cost proposal—as indicated in Section 3.6, Packaging of RFP Response. Cost should be provided for each deliverable. Each item must be complete, with no lines omitted.

Proposer shall not provide alternative pricing or deviate from HRMS Attachment 1 - Cost Proposal Form. Alternative pricing methodologies will not be considered and may result in the rejection of the proposal.

The HRMS SI proposal pricing shall not include cost for hardware and software for the Secondary Data Storage location(s).

Table 18, Cost Proposal Requirements

Requirements	Directions	Form
Cost Proposal Workbook	<p>Provided costs shall:</p> <ol style="list-style-type: none"> 1. Include all labor, licenses, insurance, administration, overhead, travel, and all other applicable expenses required to meet the applicable RFP requirements. No other costs will be allowed. 2. Include the cost to provide all the required functionality and elements, even if such functionality is not available in the OOTB solution (i.e., cost of conforming to all of the requirements of the RFP regardless of whether providing such requirements requires customization or modification to the proposer's solution). Change orders will not be used to develop functionality that is specified in this RFP. 3. Include no overtime rates. No overtime rates will apply. 4. Provide costs that must be firm for 270 calendar days from the date the proposal is submitted. 5. Provide fully loaded additional services hourly rates 	Completed HRMS Attachment 1 - Cost Proposal Form

3.4.3 Administrative Proposal Requirements

3.4.3.1 Additional Administrative Proposal Requirements

The administrative proposal should consist of the items identified in Table 19 below, in addition to:

1. All required completed forms as indicated in HRMS Appendix B – Required Forms, and Table 19.
2. **MWBE.** This procurement includes MWBE participation goals to which all bidders must comply. Refer to HRMS Appendix E - MWBE Goals of this solicitation for specific details pertaining to this procurement opportunity. The New York State Contract System includes an MWBE directory that can be used to find certified MWBE businesses to meet this requirement.
(<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=4687>).
3. **SDVOB.** This procurement includes SDVOB participation goals to which all bidders must comply. Refer to HRMS Appendix F - SDVOB Goals, for specific details pertaining to this procurement opportunity. The directory of New York State Certified SDVOBs can be used to find SDVOB businesses to meet this requirement: <https://online.ogs.ny.gov/SDVOB/search>.
4. Signed bid addenda (if any).
5. Important Notes:

- a. Insurance—Proposers are reminded of the insurance requirements described in HRMS Appendix D - Insurance Requirements. The selected proposer will be required to provide all necessary documentation upon notification of selection.
- b. Vendor Responsibility—Proposers are reminded of the requirement described in Section 6.12 and are required to complete the online questionnaire located on the OSC VendRep System website prior to bid submission. If the vendor has previously certified responsibility online, it shall ensure that the Vendor Responsibility Questionnaire (VRQ) was recertified in the last six months.
- c. Document Consistency—An award will only be made to an entity that has submitted a bid. All submitted documents must be consistent with the official name of the bidding entity, Federal Employer Identification Number (FEIN) and NYS Vendor ID number.

Table 19, Administrative Proposal Requirements

Requirements	Directions	Form
Bid Submission Checklist	Identify all proposal contents by page and section number.	HRMS Attachment 2 - Proposal Submission Checklist
Diversity Questions	Provide applicable responses to the Diversity Practices Questionnaire.	HRMS Appendix I - Diversity Practices Questionnaire

3.5 Proposal Preparation

All proposals must be completed in ink or machine produced. Proposals submitted handwritten in pencil will be disqualified.

3.6 Packaging of RFP Response

The technical, cost, and administrative proposals (see Section 3.4, Proposal Format and Content) should be separated and identified within the submission package as follows:

1. Technical—One original and 10 exact copies. No overt statements about cost shall be included in the technical proposal.
2. Cost—One original of the HRMS Attachment 1 - Cost Proposal Form, Bidder Proposal Cost Data tab, clearly marked “Cost Proposal” in a separate sealed envelope.
3. Administrative—One original of all required completed forms and information as stated in Section 3.4.3, Administrative Proposal Requirements.

Please provide one digital record (USB flash drive) containing your technical, cost, and administrative proposals. If there are any differences between the paper submission and the electronic submission, the paper submission shall take precedence.

Originals contain a unique wet signature for each of the signed and notarized pages. Exact copies can be photocopied and do not require a unique wet signature.

The proposal documents must be submitted by mail, hand delivery, overnight carrier, or certified mail in a package showing the following information on the outside:

Proposer 's complete name and address.
Solicitation Number – 2204.
Proposal Due Date and Time: (as indicated in Section 1.7 Table 1, Key Events).
Proposal for HRMS System Integrator.

Failure to complete all information on the proposal envelope and/or packages may necessitate the premature opening of the proposal and may compromise confidentiality.

3.7 Instructions for Proposal Submission

Note that these instructions supersede the generic instructions posted on the OGS website bid calendar.

Only those proposers who furnish all required information and meet the mandatory requirements will be considered.

Submit all required proposal documents, including signed bid addenda, if any, to the NYS Office of General Services - Division of Financial Administration, at the following address:

NYS Office of General Services
Financial Administration, Agency Procurement Office
32ND Floor, Corning Tower Building, Empire State Plaza
Albany, NY 12242
Attn: Amber Risch
Bid #2204

EMAIL OR FAX BID SUBMISSIONS ARE NOT ACCEPTABLE AND WILL NOT BE CONSIDERED.

The state of New York will not be held liable for any cost incurred by the proposer for work performed in the preparation and production of a bid or for any work performed prior to the formal execution and approval of a contract.

Proposals must be received in the above office on or before 2:00 p.m. on the date indicated in Section 1.7, Table 1, Key Events. Proposers assume all risks for timely, properly submitted deliveries. Proposers mailing their bid must allow sufficient mail delivery time to ensure receipt of their bid at the specified location, no later than the specified date and time.

The received time of bids will be determined by the clock at the above-noted location.

Any bid received at the designated location after the established time will be considered a late bid. A late bid may be rejected and disqualified from award. Notwithstanding the foregoing, a late bid may be accepted in the Commissioner's sole discretion when no timely bids meeting the requirements of the solicitation are received or the proposer has demonstrated to the satisfaction of the Commissioner that the late bid was caused solely by factors outside the control of the proposer. However, in no event will the Commissioner be under any obligation to accept a late bid.

The basis for any determination to accept a late bid shall be documented in the procurement record.

Bids must remain open and valid for 270 days from the due date, unless the time for awarding the contract is extended by mutual consent of OGS and the proposer. A bid shall continue to remain an effective offer, firm and irrevocable, subsequent to such 270-day period until tentative award of the contract(s) by the issuing office is made or withdrawal of the bid, in writing, by the proposer. Tentative award of the contract(s) shall consist of

written notice to that effect by the issuing office to the successful proposer. This RFP remains the property of the state at all times, and all responses to this RFP, once delivered, become the property of the state.

Important Building Access Procedures for Delivered Bids

Building access procedures are in effect at Corning Tower. Photo identification is required. All visitors must register for building access to deliver bids. Vendors are encouraged to preregister by contacting the OGS Finance Office at 518-474-5981 at least 24 hours prior to arrival. Preregistered visitors are to report to the visitor desk located at the Concourse level of Corning Tower. Upon presentation of appropriate photo identification, the visitor will be allowed access to the building.

Upon arrival at the visitor desk, visitors who have not preregistered will be directed to a designated phone to call the OGS Finance Office. The Finance Office will then enter the visitor's information into the building access system. Access will not be allowed until the system has been updated. Visitors are encouraged to preregister, to ensure timely access to the building. Vendors who intend to deliver bids or conduct business with OGS should allow extra time to comply with these procedures. These procedures may change or be modified at any time.

Visitor parking information can be viewed at the following OGS website

<https://empirestateplaza.ny.gov/parking>

4. EVALUATION AND SELECTION PROCESS

4.1 Submission Review

NYS will review each bid response to ensure that all content has been submitted in accordance with this solicitation and that proposers meet the minimum requirements and the format outlined in Section 3.3 Proposal Format and Content. Proposals that are nonresponsive, in the opinion of NYS, will be rejected. All proposals passing the submission review requirements for responsiveness will be evaluated.

4.2 Technical Evaluation (70%)

The technical evaluation committee will evaluate and score each responsive proposal for items A through F listed below. NYS may contact company references, and reference check information will be considered in the technical evaluation. It is the responsibility of the proposer to ensure availability of the provided references. The inability to contact a given reference may be reflected in the technical scoring and/or may result in rejection of the proposal.

The evaluation team will grade the evaluation criteria in Section 4.4 using a 0-10 scale. The scores will be applied to the category weight to determine the category points.

4.2.1 Diversity Practices

The state has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of bidders for this procurement is practical, feasible, and appropriate. Accordingly, to receive certain evaluation points, bidders are required to complete and submit as part of their bid the OGS Diversity Practices Questionnaire (HRMS Appendix I - Diversity Practices Questionnaire).

The state will review bidders' responses to the Diversity Practices Questionnaire and will then score them according to the Diversity Practices Scoring Matrix (HRMS Appendix J – Diversity Practices Scoring Matrix) and in comparison to the responses of all bidders to this solicitation. The points received for each response will be added to achieve a maximum total diversity score of up to 100 points. The total diversity score will then be weighted, to achieve a weighted score of up to 5% of the total technical score or up to 3.5 points.

4.3 Cost Proposal Evaluation (30%)

OGS Division of Financial Administration will evaluate all cost proposals from responsive proposers. The cost proposal with the lowest total fee will be awarded the maximum possible points, (refer to item H in Section 4.5). Each subsequent proposal will receive a proportionate number of points using the following formula: (lowest cost proposal/cost of proposal being evaluated) x 300 total points (30% of the total score).

Scores from each of the proposers, including items A–H in Section 4.5, will be totaled, and the proposer having the highest score will be ranked number one; the proposer with the second highest total score will be ranked number two, and so on.

4.4 Proposal Evaluation Items

A. PROPOSER'S EXPERIENCE AND QUALIFICATIONS (15%)

Each proposal will be evaluated as to the extent by which proposer's relevant experience and length of service in the industry exceeds the minimum requirements. The proposer's experience and qualifications will be scored based on the responses provided in HRMS Attachment 6 - Minimum Proposer Qualifications.

B. STAFFING EXPERIENCE AND QUALIFICATIONS (7.5%)

Each proposal will be evaluated as to the extent to which the proposer's staff have provided the specified services and length of their service—in both the industry and with the proposer—and to which that service exceeds the minimum requirements. The proposer's staffing will be scored based on the responses provided in HRMS Attachment 7 - Key Personnel Forms, including checking references for key personnel.

C. CORE BUSINESS PROCESSES (15%)

The proposer's core business processes will be scored based on the responses provided in HRMS Attachment 9 - Technical Proposal Narrative.

D. IMPLEMENTATION (12%)

The proposer's implementation will be scored based on the response provided in HRMS Attachment 9 - Technical Proposal Narrative.

E. INFRASTRUCTURE (5%)

The proposer's infrastructure will be scored based on the response provided in HRMS Attachment 9 - Technical Proposal Narrative.

F. DELIVERABLE REQUIREMENTS (12%)

Deliverable requirements will be scored based on the responses provided in HRMS Attachment 9 - Technical Proposal Narrative.

G. DIVERSITY (3.5%)

The diversity score will be evaluated utilizing the Diversity Practices Questionnaire (HRMS Appendix I - Diversity Practices Questionnaire) and will then be scored according to the Diversity Practices Scoring Matrix (HRMS Appendix J - Diversity Practices Scoring Matrix). Refer to Section 4.4.

H. COST PROPOSAL (30%)

The grand total bid amount will be evaluated in relation to all cost proposals submitted by responsive proposers.

4.5 Down Select

4.5.1 Preliminary Score and Down Selection

Each cost proposal score (item H) will be added to the technical proposal score (items A-G) to develop the total preliminary score. The firms with the three highest total preliminary scores, and any additional firms within or equal to 10% of the highest preliminary score, will be the finalists.

4.5.2 Interviews

Finalist proposers will submit to an interview by the evaluation team on a date, time, and location to be designated by OGS. The purpose of the interview will be to provide an overview of the technical proposal and to clarify any aspect of the proposed solution, capabilities, and experience.

4.5.3 Recalculation

Cost proposals (item H) will be recalculated using only the cost proposals from the finalist firms, as described in Section 4.3, Cost Proposal Evaluation (30%).

Following the presentations, the evaluation team may adjust their technical scores for items A through F.

The recalculated scores for items A-H will be combined to develop the final technical and cost score (100%).

4.5.4 Final Composite Score

Scores from each of the finalists will be totaled, and the proposer having the highest score will be ranked number one; the proposer with the second highest total score will be ranked number two, and so on.

4.6 Notification of Award

After the evaluation, all proposers will be notified of the name of the selected proposer. The selected proposer will be notified that their submitted proposal has been selected and that a contract will be forthcoming for execution. The original proposal, and any additions or deletions to the proposal, become part of the contract.

Public announcements or news releases pertaining to any contract resulting from this solicitation shall not be made without prior approval from the issuing office.

5. ADMINISTRATIVE INFORMATION

5.1 Issuing Office

This RFP is being released by OGS Financial Administration, on behalf of New York State Office of General Services.

5.2 Method of Award

One contract shall be awarded under this solicitation to the responsive and responsible proposer affording the best value to the state. The award is contingent upon availability of funding. The contract awarded under this solicitation will be made to the responsive and responsible proposer receiving the highest point total, using the evaluation criteria listed in Section 4, Evaluation and Selection Process.

Upon determination of the best value proposal, a contract between OGS and the successful proposer will be delivered to the successful proposer for signature and shall be returned to the issuing office for all necessary state approvals. Upon final approval, a completely executed contract will be delivered to the SI.

The grand total amount bid by the selected SI shall be used to establish the contract value. The established contract value shall not be exceeded.

A discount for early payment does not affect bid amounts, nor is it considered in making awards, except that a discount may be considered in resolving tie bids.

5.3 Price

Each proposer must submit their cost proposal for services necessary to provide the state with the required deliverables using HRMS Attachment 1 - Cost Proposal Form. Any deviations, alterations, qualifiers, ranges, etc., included with the cost proposal will result in rejection of the proposal. Bid prices shall include all proposed labor, equipment, materials, supplies, etc., to provide the specified service. All prices proposed shall be inclusive of all customs, duties, and charges, including but not limited to travel, insurance, administrative, profit, and ancillary costs.

If the proposer offers an early payment discount for payments made within 30 days after receipt of a proper invoice, please detail the discount by providing, in the appropriate place on HRMS Attachment 1 - Cost Proposal Form, the percentage of discount and the specific number of days within which the payment must be made for the discount to apply. If proposer offers multiple discounts, please provide the details for each discount offered (for example: 2%/15 days; 1%/20 days).

A discount for early payment does not affect bid amounts, nor is it considered in making awards, except that a discount may be considered in resolving tie bids.

5.4 No-Cost Change Orders

The state reserves the right to reasonably amend a fixed-price deliverable, provided that the amendment does not materially change the scope of the deliverable and does not result in a cost increase. All no-cost change requests require prior written approval by both the state and the contractor, which shall be documented via HRMS Appendix L – Change Request.

5.5 Additional Services

Additional services shall be used for any additional work within the scope of the agreement that was not identifiable at the time of the issuance of this solicitation and, therefore, was not included in a deliverable. Such work shall only be performed when preapproved, in writing, by the state and shall be compensated at the additional services rate bid provided, however, that any subcontractor work shall be reimbursed at the lower of the additional services rate bid or actual cost with the markup thereon being limited to 5% of the actual cost.

The following process shall apply:

1. The contractor shall prepare a quote for the state. For additional service work performed by contractor's staff, the quote must detail the scope of services, proposed timeline for completion, number of hours times hourly rate bid, and any other information or options the state should consider. If subcontractors are to be used, the process detailed in the subcontractors clause herein must be followed.
2. The state will request approval from the HRMS project director. Upon approval, a letter authorizing the work will be issued. A copy of the authorization letter must accompany the invoice for any additional services.

5.6 Price Adjustment for Additional Services

The Contractor is to submit hourly rates for additional services that will be fixed for one year only. On each anniversary date of the contract, the contractor may be granted an increase or decrease in their hourly rates, dependent upon fluctuations in the consumer price index (CPI) for all items, (Northeast Urban), as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. Visit their website at <http://www.bls.gov/data/>.

The 'base' month for determining adjustments will be the third month prior to the start date of the contract. The base month is fixed and will not be adjusted year to year. The adjustments will be based on the difference in the base month CPI for each applicable year and will become effective in the anniversary month. For example, if the contract is awarded in September 2021, the 'base' month will be June. If the contract allows for an adjustment after the first year, it would be based on the difference between the June 2021 CPI and the June 2022 CPI and become effective in September 2022.

The CPI is published around the middle of each month for the prior month (i.e., the January figure is not published until mid-February). The contractor has the sole responsibility to request, in writing, a rate adjustment. This request must be received at the below address within three months of the base month. As long as the request is submitted and received within the required time frame, the adjustment will be processed using the base month CPI. Once approved, the contractor will be notified in writing. Contractor shall not submit revised invoices until such notification, at which point, an invoice may be submitted for any retroactive difference owed.

Requests should be sent to the primary designated contact or mailed to:

NYS Office of General Services
Financial Administration, Contract Unit
Corning Tower, 32nd Floor, Empire State Plaza
Albany, NY 12242

Should a contractor fail to submit their request to the proper location, within three months of the applicable base month date, contractor shall be deemed to have waived their right to any increase in price, but the state shall not be barred from making the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

5.7 Retainage

New York State shall retain 20% of the total amount billed by the contractor for each deliverable. The retained amount shall be released by OGS to the contractor according to the following schedule: 75% will be paid following receipt of an invoice after final acceptance of the last system deployment. The remaining 25% will be paid following receipt of an invoice after the successful conclusion of the final warranty period and the completion of all necessary activities for a fully functioning system meeting all requirements, including data conversion and data migration, specified in the contract for all deployments, allowing for successful go-live of the HRMS and HCM, NYBEAS and NYSTEP are shut down.

Final payment will not be made until all NYS executive agencies are using the HRMS system for the functionality that is provided in HRMS allowing that functionality to be shut down in the agency systems.

5.8 Term of Contract

The services will begin upon notification to the successful proposer by OGS of a start date following the execution of a contract by both parties and all required NYS approvals. NYS estimates that the duration of this project will be no longer than 71 months, which includes approximately 59 months for complete implementation and a warranty period as described below.

NYS envisions multiple deployments of the HRMS solution, with a warranty and postimplementation support period until the next deployment. The warranty and postimplementation support period must start upon the first HRMS deployment to production and must extend for 12 months after the final deployment.

The proposer shall indicate its proposed project duration in its detailed project schedule provided in response to HRMS Attachment 9 - Technical Proposal Narrative.

At the discretion of NYS, the agreement may be extended for up to five additional 12-month periods in the event that integration/implementation has not yet been completed.

5.9 Method of Payment

Payments will be processed by the state when services have been performed satisfactorily, the Deliverable Acceptance Document has been approved by the state (see Section 2.9.1.4 Deliverable Acceptance Form), and an invoice has been submitted. Invoices shall be submitted at the end of each month on a company invoice for deliverables accepted per Section 2.9.1.4 Deliverable Acceptance Form during that month.

Retainage will be withheld from each deliverable (see Retainage – Section 5.6).

Invoices will be processed in accordance with established procedures of the OGS and OSC, and payments will be subject to the prompt payment provisions of Article XI-A of the New York State Finance Law.

Each company invoice **must** be itemized and include the following information: name of NYS agency being billed; contract ID number; purchase order (PO) number; vendor name; company FEIN; vendor ID number; a unique invoice number; date(s) of service(s), the specific deliverable(s) worked on, a detailed description of services performed, and amount requested in accordance with contract or PO rates.

Invoices without the above-stated information will be returned to SI to be completed as required in the paragraph above. **Payment will not be issued and will not be due and owing until a corrected invoice is received and approved by OGS.**

All Invoices are to be submitted for payment to:

Office of General Services
C/O BSC/Accounts Payable
1220 Washington Ave., Bldg. 5, 5th Fl
Albany, NY 12226

Or by email to: Accountspayable@ogs.ny.gov

5.10 Electronic Payments

SI shall provide complete and accurate billing invoices to receive payment. Billing invoices submitted must contain all information and supporting documentation required by the contract, the agency, and the state comptroller. Payment for invoices submitted by the contractor shall only be rendered electronically, unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary state procedures and practices. The SI shall comply with the state comptroller's procedures to authorize electronic payments. Information is available at <http://www.sfs.ny.gov/index.php/vendors>, by email at Helpdesk@sfs.ny.gov, or by phone at 518-457-7717. The SI acknowledges that it will not receive payment on any invoices submitted under this contract if it does not comply with the state comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check, as set forth above.

Please note that in conjunction with New York State's implementation of a new SFS, the OSC requires all vendors doing business with NYS agencies to complete a substitute Form W-9. Vendors registering for electronic payment can complete the Form W-9 when they register. Vendors already registered for electronic payment are requested to go to the above website and complete the Substitute Form W-9 and submit it following the instructions provided.

5.11 Past Practice

The failure to exercise any right hereunder in the past shall not operate as a waiver of such right. No breach of this agreement shall be deemed waived unless such waiver shall be in writing and signed by the party claimed to have waived. No waiver of any breach of this agreement at any time in the past shall constitute a waiver of any subsequent breach.

5.12 Exceptions and Extraneous Terms

The issuing office will consider all requests to waive any solicitation requirement. The term “solicitation requirement” as used herein shall include all terms and conditions included in the solicitation documents. Proposers should be aware that failure to obtain a waiver of any proposal requirement in advance of submission, and/or inclusion of extraneous terms in the form of exceptions, assumptions, qualifiers, ranges, modifications, etc., with proposal submission, may result in rejection of proposer’s proposal and disqualification from the RFP process.

Proposers wishing to obtain an exemption or waiver for any part of this solicitation must contact the issuing office, in writing, by the questions due date identified in Table 1, Key Events. The request must cite the section and requirement in question and clearly identify any proposed alternative. Requests will be considered and responded to in writing, either when OGS issues a response to written questions, as identified in Table 1, Key Events (if the response results in a change to the RFP), or directly to the requesting vendor.

5.13 Dispute Resolution

It is the policy of the Office of General Services’ Financial Administration to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to proposal solicitations, contract awards, and contract administration. OGS Financial Administration encourages vendors to seek resolution of disputes informally, through consultation with OGS Financial Administration staff, prior to commencing a formal dispute process. All such matters will be accorded full, impartial, and timely consideration. A copy of the OGS Financial Administration dispute resolution procedures for vendors may be obtained by contacting the designated contact identified in the solicitation.

5.14 Examination of Contract Documents

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

Each proposer shall examine the specifications and all other data or instructions pertaining to the work. No pleas of ignorance of conditions that may be encountered, or of any other matter concerning the work to be performed in the execution of the contract, will be accepted by the state as an excuse for any failure or omission on the part of the proposer to fulfill every detail of all the requirements of the documents governing the work. The proposer, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such proposer might have fully informed itself prior to bidding.

Any proposer in doubt as to the true meaning of any part of the specification or the proposed contract documents shall submit to the designated contact listed in Section 1.3, a written request for an interpretation thereof. If a major change is involved of which all proposers must be informed, such request for interpretation shall be delivered, in writing, no later than the questions due date listed in Table 1, Key Events. Any interpretation of the proposed documents will be made by a duly issued addendum only. A copy of such addendum will be emailed to proposers who have registered intent to submit a proposal.

Any addendum issued prior to the proposal due date must be acknowledged by signature, be dated, and be submitted as part of the administrative proposal. In awarding a contract, any addenda will become a part thereof.

Any verbal information obtained from, or statements made by, representatives of the Commissioner at the time of examination of the documents, pre-bid conference, or site visit, shall not be construed as in any way amending contract documents. Only such corrections or addenda as are issued, in writing, to all proposers shall become a part of the contract.

5.15 Rules of Construction

Words of the masculine and feminine genders shall be deemed and construed to include either gender. Unless the context otherwise indicates, the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons. The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms, as used in this RFP, refer to this RFP.

5.16 Procurement Rights

The State of New York reserves the right to:

1. Reject any and all proposals received in response to this solicitation.
2. Disqualify a proposer from receiving the award if the proposer, or anyone in the proposer's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
3. Correct proposers' mathematical errors and waive or modify other minor irregularities in proposals received, after prior notification to the proposer.
4. Adjust any proposer's expected costs of the bid price based on a determination of the evaluation team that the selection of the said proposer will cause the state to incur additional costs.
5. Use any and all ideas submitted in the proposals received.
6. Negotiate with proposers responding to this solicitation within the solicitation requirements to serve the best interests of the state.
7. Begin contract negotiations with another proposer(s) to serve the best interests of the state should the state be unsuccessful in negotiating a contract with the selected winning proposer within 21 days of selection notification.
8. Waive any nonmaterial requirement not met by all proposers.
9. Not make a contract award from this solicitation.
10. Make a contract award under this solicitation, in whole or in part.
11. Make multiple contract awards pursuant to this solicitation.
12. Have any service completed via separate competitive bid or other means as determined to be in the best interest of the state.
13. Seek clarifications of proposals.
14. Disqualify any proposer whose conduct and/or proposal fails to conform to the requirements of the RFP.

15. Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information as it becomes available.
16. Waive any requirements that are not material.
17. If two or more proposals are found to be substantially equivalent, the Commissioner, at their sole discretion, will determine award using the preestablished process. For best value procurements, cost will be the determining factor.

Note: The state is not liable for any cost incurred by a proposer in the preparation and production of a proposal or for any work performed prior to the issuance of a contract.

5.17 Debriefings

Pursuant to the New York State Finance Law §163(9)(c), any unsuccessful proposer may request a debriefing regarding the reasons why the proposal submitted by the proposer was not selected for award. Requests for a debriefing must be made within 15 calendar days of notification by OGS that the proposal submitted by the proposer was not selected for award. Requests should be submitted in writing to the designated contact identified in the solicitation.

6. CONTRACT CLAUSES AND REQUIREMENTS

6.1 HRMS Appendix A/Order of Precedence

HRMS Appendix A - Standard Clauses for New York State Contracts, dated October 2019 and attached hereto, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein. The agreement resulting from a successful award will include the following documents. Conflicts between these documents will be resolved in the following descending order of precedence:

1. HRMS Appendix A (dated October 2019).
2. Contract agreement.
3. OGS RFP Number 2204 (this document), including any addenda.
4. Selected SI's bid.

6.2 Past Practice

The failure to exercise any right hereunder in the past shall not operate as a waiver of such right. No breach of this agreement shall be deemed waived, unless such waiver shall be in writing and signed by the party claimed to have waived. No waiver of any breach of this agreement at any time in the past shall constitute a waiver of any subsequent breach.

6.3 Procurement Lobbying Requirement

Pursuant to New York State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between the state and a vendor during the procurement process. A vendor is

restricted from making contacts from the earliest posting, on a governmental entity's website, in a newspaper of general circulation, or in the procurement opportunities newsletter of intent to solicit offers/bids through final award and approval of the procurement contract by OGS and, if applicable, the OSC ("restricted period") to other than designated staff, unless it is a contact that is included among certain statutory exceptions set forth in New York State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. OGS employees are also required to obtain certain information when contacted during the restricted period and to determine the responsibility of the vendor pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and, in the event of two findings within a four-year period, the vendor is debarred from obtaining governmental procurement contracts. Further information about these requirements can be found on the OGS website: <https://ogs.ny.gov/acpl>.

6.4 Confidentiality

The SI agrees to keep confidential and not to disclose to third parties any information provided by OGS or learned by the SI during their performance of the contract, unless the SI has received the prior written consent of OGS to make such disclosure. This provision shall survive the expiration and termination of this contract. The SI warrants that all its operations are compliant with all federal, state, and local laws, rules, and regulations pertaining to the privacy and/or security of personal and confidential information.

Requests to Release Confidential Information to Third Parties. Except where expressly prohibited by law, contractor shall immediately notify and provide to the state a copy of any request, subpoena, warrant, judicial or court order, administrative order, or arbitral order of an executive or administrative agency or other governmental authority of competent jurisdiction (a "Demand") that it receives and which relates to or requires production of NYS confidential information that contractor is processing or storing on the state's behalf. If contractor is required to produce NYS confidential information in response to a Demand, contractor will provide the state with the NYS confidential information in its possession that it plans to produce in response to the Demand prior to production of such NYS confidential information.

Except as otherwise required by law, contractor shall provide the state reasonable time to assert its rights with respect to the withholding of such NYS confidential information from production. If the state is required to produce NYS confidential information in response to a Demand, contractor will, at the state's request and unless expressly prohibited by law, produce to the state any NYS confidential information in its possession that may be responsive to the Demand and shall provide assistance as is reasonably required for the state to respond to the Demand in a timely manner. This assistance may include contractor, upon request, disclosing to the state contractor's processes for responding to subpoenas, service of process, and other legal requests and a description of contractor staff roles and responsibilities related to electronic discovery, litigation holds, discovery searches, and expert testimony.

The state acknowledges that contractor has no responsibility under this contract to interact directly with the entity making the Demand. The parties agree that the state's execution of this contract does not constitute consent to the release or production of NYS confidential information.

6.5 Ethics Compliance

All proposers/contractors and their employees must comply with the requirements of §§73 and 74 of the Public Officers Law, other state codes, rules, regulations, and executive orders establishing ethical standards for the conduct of business with New York State. In signing any contract resulting from this RFP, the SI certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services,

offers, relations, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

6.6 Tax and Finance Clause

TAX LAW §5-A:

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded state contracts for commodities, services, and technology valued at more than \$100,000 to certify to the Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax, and contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the state comptroller, or other approving agency, from approving a contract awarded to a contractor meeting the registration requirements but who is not so registered in accordance with the law.

SI certification forms and instructions for completing the forms are attached to this RFP. Form ST-220-TD must be filed with and returned directly to DTF. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s), a new Form ST-220-TD must be filed with DTF.

Form ST-220-CA must be filed with the bid and submitted to the procuring covered agency certifying that the contractor filed the ST-220-TD with DTF. Proposed contractors should complete and return the certification forms within two business days of the request (if the forms are not completed and returned with bid submission). Failure to make either of these filings may render a proposer nonresponsive and non-responsible. Proposers shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Vendors may call DTF at 1-800-698-2909 for any questions relating to Section 5-a of the Tax Law and relating to a company's registration status with DTF. For additional information and FAQs, please refer to the DTF website: <https://tax.ny.gov/>.

6.7 Freedom of Information Law/Trade Secrets

During the evaluation process, the content of each bid will be held in confidence, and details of any bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law (FOIL) provides for an exemption from disclosure for trade secrets or information, the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. Should you believe your firm's bid contains any such trade secrets or other confidential or proprietary information, **you must submit a request to except such information from disclosure**. Such request must be in writing, must state the reasons why the

information should be excepted from disclosure, and must be provided at the time of submission of the subject information. Requests for exemption of the entire contents of a bid from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

6.8 General Requirements

1. The proposer agrees to adhere to all state and federal laws and regulations in connection with the contract.
2. The proposer agrees to notify OGS of any changes in the legal status or principal ownership of the firm, 45 days in advance of said change.
3. The proposer agrees that in any contract resulting from this RFP, it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action.
4. The proposer agrees that any contract resulting from this RFP may not be assigned, transferred, conveyed, or the work subcontracted without the prior written consent of OGS.
5. For reasons of safety and public policy, in any contract resulting from this RFP, the use of illegal drugs and/or alcoholic beverages by the SI or its personnel shall not be permitted while performing any phase of the work herein specified.
6. For purposes of any contract resulting from this RFP, the state will not be liable for any expense incurred by the SI for any parking or towing fees or because of any traffic infractions or parking violations attributable to employees of the SI.
7. OGS interpretation of specifications shall be final and binding upon the SI.
8. The Commissioner will make no allowance or concession to the proposer for any alleged misunderstanding because of quantity, quality, character, location, or other conditions.
9. Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality, or extent of work to be furnished, it shall be assumed that the proposer has based its bid on the more expensive option. The final decision will rest with OGS.
10. INSPECTION – For purposes of any contract resulting from this RFP, the quality of service is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that the quality of services being performed is not satisfactory and that the requirements of the specifications are not being met, OGS may terminate the contract and employ another contractor to fulfill the requirements of the contract. The existing SI shall be liable to the State of New York for costs incurred on account thereof.
11. STOP WORK ORDER – OGS reserves the right to stop the work covered by this RFP, and any contract(s) resulting therefrom, at any time that it is deemed the SI is unable or incapable of performing the work to the state's satisfaction. In the event of such stopping, OGS shall have the right to arrange for the completion of the work in such manner as it may deem advisable, and if the cost thereof exceeds the amount of the proposal, the SI shall be liable to the State of New York for any such costs on account thereof. In the event that OGS issues a stop work order for the work as provided herein, the SI shall have 10 working days to respond thereto before any such stop work order shall become

effective; provided, however, that if an emergency situation exists, as reasonably determined by OGS, the stop work order shall be effective immediately.

12. NON-EXCLUSIVE - The SI does not have an exclusive right to perform the services, and the state can choose to use other vendors or state employees to perform part or all the work.
13. It is the SI's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.
14. OGS reserves the right to reject and bar from the facility any employee hired by the SI.
15. The contractor shall be responsible for fully cooperating with any third party, including but not limited to other contractors or subcontractors, as necessary to ensure the delivery or performance of product.
16. Nothing herein shall prevent the state from making unilateral subtractions in any of the services set forth in the contract.

6.9 Staffing Requirements

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

The following requirements shall apply, in addition to any other requirements specified in the solicitation.

Contractor Staff Conduct

1. For reasons of safety and public policy, in any contract resulting from this procurement, the use of illegal drugs and/or alcoholic beverages by the contractor or its agents, employees, partners, or subcontractors shall not be permitted while performing any phase of the work herein specified.
2. The state shall not be liable for any expense incurred by the contractor or its agents, employees, partners, or subcontractors for any parking or towing fees or because of any traffic infraction or parking violations attributable to contractor or its agents, employees, partners, or subcontractors.

Employees, Subcontractors and Agents

1. All employees, subcontractors, or agents performing work under the contract at the state's site must be trained staff or technicians who meet or exceed the professional, technical, and training qualifications set forth in the contract and must comply with all security and administrative requirements of the state. The state reserves the right to conduct a security background check or otherwise approve any employee, subcontractor or agent furnished by contractor and to refuse access to or require replacement of any personnel for cause based on professional, technical, or training qualifications, quality of work or change in security status, or noncompliance with the state's security or other requirements. Such approval shall not relieve the contractor of the obligation to perform all work in compliance with the contract terms.

2. "Contractor Staff" includes all officers, agents, employees, and subcontractors of the contractor who shall perform services under the contract or who have access to NYS confidential information.

The state must approve all key personnel assigned to provide services. Such approvals shall not relieve the contractor of the obligation to perform all work in compliance with the terms of the contract.

The state may refuse access to or require replacement of any individual if such individual renders, in the sole judgment of the state, inadequate or unacceptable performance of services, or for any other reason.

Staffing Changes

1. Any staffing represented as key personnel are anticipated to fulfill the entire duration of the assignment. If staffing changes are required for any key personnel on the project prior to the completion of his or her assignment period, the contractor shall, before proceeding with such removal, consult with and seek the approval of the state. If, after said consultation, it is mutually agreed that such removal take place, the contractor shall provide the resumes of two or more potential replacements with similar or better qualifications for the state's review and approval, within five business days or as otherwise agreed to by the state.
 - a. The newly-assigned contractor staff must have qualifications as good as or better than those of the replaced staff. At the commencement of the transition period, the departing staff and the new staff will work together to develop a written transition plan to transition the responsibilities. The state reserves the right to approve this transition plan.
2. The state shall also have the right, in its reasonable discretion, to request removal of a contractor staff member at any time, and the contractor must provide the resumes of two or more potential replacements with similar or better qualifications for the state's review and approval, within five business days or as otherwise agreed to by the state.
3. When contractor staff ceases work for reasons beyond the control of the contractor, the contractor must immediately notify the state and provide the resumes of two or more potential replacements with similar or better qualifications for the state's review and approval, within five business days or as otherwise agreed to by the state.
4. Reasons beyond the control of the contractor shall be defined as: 1) death of the contractor staff member; 2) disability or illness; 3) contractor staff member resigns his or her position; 4) termination for cause by the contractor; 5) military service or; 6) any other reason deemed acceptable by the state.
5. The provisions of this section do not preclude any contractor staff member from reasonable sick leave, annual leave, personal leave, or leave under the Family and Medical Leave Act.
6. Upon the state's approval, replacement staff will become project staff and will be subject to the terms and conditions of the contract.

If the state does not approve one of the proposed replacement candidates, the contractor must provide additional candidates for the state's review, within five business days or as otherwise agreed to by the state. The state shall not unreasonably withhold approval of replacement candidates.

If the state still does not find a proposed replacement acceptable, the state reserves the right to suspend activities under the contract.

6.10 Subcontractors

The state will contract only with the successful proposer who is the prime contractor. The issuing office considers the prime contractor the sole contractor regarding all provisions of the solicitation and the contract resulting from the solicitation. Any known/planned use of subcontractors must be disclosed in detail with the proposal. If subcontractors are to be used for base scope services, it shall be understood that the bid price includes the cost of the subcontractor and that no additional markups will be allowed.

No subcontract entered into by the SI shall relieve the SI of any liabilities or obligations in this RFP or the resultant contract. The SI accepts full responsibility for the actions of any employee or subcontractor/subcontractor's employee(s) who carry out any of the provisions of any contract resulting from this RFP.

The SI's use of subcontractors shall not diminish the SI's obligations to complete the work in accordance with the contract. The SI shall coordinate and control the work of the subcontractors.

The SI shall be responsible for informing the subcontractors of all terms, conditions, and requirements of the contract documents.

During the term of the contract, before any part of the contract shall be sublet, the SI shall validate that any and all subcontractors they hire will meet the qualifications specified in the RFP and that the state has the right to request replacement if they feel the subcontractor is not qualified. The SI shall furnish such information as promptly as the HRMS project director may require concerning the proposed subcontractor's ability and qualifications.

In the event that subcontractors must be used during the term of the contract for additional services work, the following guidelines shall apply.

1. The SI shall procure goods and services using commercially reasonable and prudent practices to obtain the most favorable price and terms. The SI shall make his/her best efforts and shall document same to obtain written proposals or bids from at least three responsible service providers before selecting the best price and terms. Prior OGS approval is required for all additional services. The following conditions apply to competitive bidding for subcontracted additional services:
 - a. Each bid will be solicited in a form and manner conducive to uniformity in all bids. The SI will maintain documentation of the solicitation and results.
 - b. If the SI desires to accept other than the lowest proposer, or when competitive bids are not possible, adequate justification must be provided to the state for required prior approval.

OGS shall be free to accept or reject any proposal/subcontract submitted for the state's approval, and the SI shall provide OGS with copies of all documentation OGS may request in relation to such approval rights.

6.11 Extent of Services

OGS reserves the right to renegotiate at its discretion and to reduce the amount of services provided under any contract resulting from this solicitation. This reduction in services shall be effectuated by written amendment to the contract and subject to approval by the OSC.

6.12 Termination

Termination

OGS may, upon 30 days' notice, terminate the contract resulting from this RFP in the event of the awarded proposer's failure to comply with any of the proposal's requirements, unless the awarded proposer obtained a waiver of the requirement(s).

OGS may also terminate any contract resulting from this RFP upon 10 days' written notice if the SI makes any arrangement for the assignment for the benefit of creditors.

Furthermore, OGS shall have the right, in its sole discretion, at any time, to terminate a contract resulting from this RFP, or any unit portion thereof, with or without cause, by giving 30 days' written notice to the SI.

Procurement Lobbying Termination

OGS reserves the right to terminate this agreement in the event it is found that the certification filed by the SI in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, OGS may exercise its termination right by providing written notification to the SI in accordance with the written notification terms of this agreement.

Effect of Termination

Any termination by OGS under this section shall in no event constitute or be deemed a breach of any contract resulting from this RFP, and no liability shall be incurred by or arise against OGS, its agents, or employees therefore for lost profits or any other damages.

6.13 NYS Vendor Responsibility Questionnaire

OGS conducts a review of prospective contractors to provide reasonable assurances that the proposer is responsive and responsible. A for-profit business entity questionnaire (hereinafter "Questionnaire") is used for non-construction contracts and is designed to provide information to assess a proposer's responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a bid, proposer agrees to complete the Questionnaire fully and accurately. The proposer acknowledges that the state's execution of the contract will be contingent upon the state's determination that the proposer is responsible and that the state will be relying upon the proposer's responses to the Questionnaire when making its responsibility determination.

OGS recommends that each proposer file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available on the OSC website, <https://www.osc.state.ny.us/vendrep/index.htm> or, to enroll, go directly to the VendRep System online at https://www.osc.state.ny.us/vendrep/info_vrsystem.htm.

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC help desk contact information is located at <http://www.osc.state.ny.us/portal/contactbuss.htm>. Proposers opting to complete the paper Questionnaire can access the form and associated definitions via the OSC website at: http://www.osc.state.ny.us/vendrep/forms_vendor.htm.

To assist the state in determining the responsibility of the proposer prior to contract award, the proposer must complete and certify (or recertify) the Questionnaire no more than six months prior to the bid due date. A proposer's Questionnaire cannot be viewed by OGS until the proposer has certified the Questionnaire. It is recommended that all proposers become familiar with all the requirements of the Questionnaire in advance of bid opening, to provide sufficient time to complete the Questionnaire.

The proposer agrees that if it is awarded a contract the following shall apply:

1. The SI shall remain responsible at all times during the contract term. The SI agrees, if requested by the Commissioner or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
2. The Commissioner or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this contract, at any time, when he or she discovers information that calls into question the responsibility of the SI. In the event of such suspension, the SI will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the SI must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner or her designee issues a written notice authorizing a resumption of performance under the contract.
3. Upon written notice to the SI, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the contract may be terminated by the Commissioner or her designee, at the SI's expense, when the SI is determined by the Commissioner or her designee to be non-responsible. In such event, the Commissioner or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.
4. In no case shall such termination of the contract by the state be deemed a breach thereof, nor shall the state be liable for any damages for lost profits or otherwise, that may be sustained by the SI as a result of such termination.

6.14 New York State Vendor File Registration

Prior to being awarded a contract pursuant to this solicitation, the proposer(s) must be registered in the New York State Vendor File (Vendor File) administered by the OSC. This is a central registry for all vendors who do business with New York State agencies, and the registration must be initiated by a state agency. Following the initial registration, a unique New York State 10-digit vendor ID number will be assigned to your company for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor self-service application to manage all vendor information in one central location for all transactions related to the New York State. If proposer is already registered in the Vendor File, list the 10-digit vendor ID number on the SI information page included in HRMS Appendix B – Required Forms.

If the proposer is not currently registered in the Vendor File and is recommended for award, OGS shall request completion of OSC Substitute Form W-9. A fillable form with instructions can be found at the link below. OGS will initiate the vendor registration process for all proposers recommended for contract award. Once the process is initiated, registrants will receive an email from OSC that includes the unique ten-digit vendor ID number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application. For more information on the Vendor File please visit the following website:

<http://www.osc.state.ny.us/vendors/index.htm>.

Form to be completed: <https://www.osc.state.ny.us/sites/default/files/vendors/2017-11/vendor-form-ac3237s-fe.pdf>.

6.15 Indemnification

The SI shall assume all risks of liability for its performance—and that of its officers, employees, subcontractors, and agents—of any contract resulting from this solicitation and shall be solely responsible and liable for all liabilities, losses, damages, costs, or expenses—including attorneys' fees—arising from any claim, action, or proceeding relating to or in any way connected with the performance of this agreement. The SI further covenants and agrees to indemnify and hold harmless the state of New York, its agents, officers, and employees from any and all claims, suits, causes of action, and losses of whatever kind and nature arising out of or in connection with its performance of any contract resulting from this solicitation, including negligence; active or passive or improper conduct of the SI, its officers, agents, subcontractors, or employees; or the failure by the SI, its officers, agents, subcontractors, or employees to perform any obligations or commitments to the state or third parties arising out of or resulting from any contract resulting from this solicitation. Such indemnity shall not be limited to the insurance coverage herein prescribed.

6.16 Force Majeure

Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation that result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire, or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform, provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

6.17 Encouraging Use of NYS Businesses

New York State businesses have a substantial presence in state contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, proposers for this contract for commodities, services, or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés, or other supporting roles.

Proposers need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality to non-NYS businesses and in utilizing services and technology. Furthermore, proposers are reminded that they must continue to use small, minority, and women-owned businesses, consistent with current state law.

Utilizing New York State businesses in state contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the state's economic engine through promotion of the use of New York State businesses by its contractors. The state therefore expects proposers to provide maximum assistance to New York State businesses in their use of the contract. The potential participation by all kinds of New York State businesses will deliver great value to the state and its taxpayers.

6.18 Sexual Harassment Prevention

Pursuant to New York State Finance Law §139-I, every bid made on or after January 1, 2019, to the state or any public department or agency 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, and where otherwise required by such public department or agency, shall contain a certification that the proposer has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of New York State Labor Law §201-g.

New York State Labor Law §201-g provides requirements for such policy and training and directs the Department of Labor, in consultation with the Division of Human Rights, to create and publish a model sexual harassment prevention guidance document, sexual harassment prevention policy, and sexual harassment prevention training program that employers may use to meet the requirements of New State Labor Law §201-g. The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers can be found online at <https://www.ny.gov/combating-sexual-harassment-workplace/employers>.

Pursuant to New York State Finance Law §139-I, any bid by a corporate proposer containing the certification required above shall be deemed to have been authorized by the board of directors of such proposer, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the proposer.

If the proposer cannot make the required certification, such proposer shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons why the proposer cannot make the certification. After review and consideration of such statement, OGS may reject the bid or may decide that there are sufficient reasons to accept the bid without such certification.

The certification required above can be found on HRMS Appendix B – Required Forms, which proposer must submit with its bid.

6.19 Employee Information to be Reported by Certain Consultant SIs

Chapter 10 of the Laws of 2006 amended the Civil Service Law and the State Finance Law relative to maintaining certain information concerning contract employees working under state agency service and consulting contracts. State agency consultant contracts are defined as “contracts entered into by a state agency for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal, or similar services” (“covered consultant contract” or “covered consultant services”). The amendments also require that certain contract employee information be provided to the state agency awarding such contracts, the OSC, the Division of the Budget and the DCS. The effective date of these amendments is June 19, 2006. The requirements will apply to covered contracts awarded on and after such date.

To meet these requirements, the SI agrees to complete:

1. Form A—the SI's Planned Employment form upon bid/quote submittal.
2. Form B—the SI's Annual Employment Report throughout the term of the contract by May 1 of each year.

The following information must be reported:

For each covered consultant contract in effect at any time during the preceding April 1 through March 31 state fiscal year or for the period of time such contract was in effect during such prior state fiscal year:	<ul style="list-style-type: none">• Total number of employees employed to provide the consultant service, by employment category.• Total number of hours worked by such employees.• Total compensation paid to all employees who performed consultant services under such contract *
--	--

(Information must be reported on the SI's Annual Employment Report (Form B) or another format stipulated by OGS.)

***NOTE: The information to be reported is applicable only to those employees who are directly providing services or directly performing covered consultant services. However, such information shall also be provided relative to employees of subcontractors who perform any part of the service contract or any part of the covered consultant contract. This information does not have to be collected and reported in circumstances where there is ancillary involvement of an employee in a clerical, support, organizational, or other administrative position.**

SI agrees to simultaneously report such information via Form B to DCS, OSC, and OGS as designated below:

Department of Civil Service
Agency Building 1, 20th Floor
Albany, NY 12239
Attn: Consultant Reporting

Office of the New York State Comptroller
Bureau of Contracts
110 State St, 11th floor
Albany, NY 12236

NYS Office of General Services
Financial Administration-Agency Procurement Office
32nd Floor – Corning Tower
Empire State Plaza
Albany, NY 12242

SI is advised herein and understands that this information is available for public inspection and copying pursuant to §87 of the New York State Public Officers Law (Freedom of Information Law). If individual employee names or social security numbers are set forth on a document, the state agency making such disclosure is obligated to redact both the name and social security number prior to disclosure.

6.20 Warranties

SI warrants that the services acquired under the resultant contract will be provided in a professional and skillful manner, in accordance with industry standards.

All materials and work provided under the resultant contract shall be warranted. The warranty period must start upon the first HRMS deployment to production and must extend for 12 months after the final deployment. Where the SI, product manufacturer, or service provider generally offer additional or more advantageous

warranties, such additional or more advantageous warranty shall apply. All warranties contained in the resultant contract shall survive the termination of the resultant contract.



**Office of
General Services**

ANDREW M. CUOMO
Governor

ROANN M. DESTITO
Commissioner

Request for Proposal (RFP) #2204

Appendix A

Human Resources Management System (HRMS)

Standard Clauses for New York State Contracts

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3-4
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	4-5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with Breach Notification and Data Security Laws	6
23. Compliance with Consultant Disclosure Law	6
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7
27. Admissibility of Contract	7

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the

Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (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 other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the

agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of

\$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

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

contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by

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

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

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

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and

women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

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

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

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

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

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

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

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.



**Office of
General Services**

ANDREW M. CUOMO
Governor

ROANN M. DESTITO
Commissioner

Request for Proposal (RFP) #2204

Appendix B

Human Resources Management System (HRMS)

Required Forms

Required Forms

The following required forms are to be submitted with the proposer's proposal:

- ☐ Contractor Information Page.
- ☐ Corporate Acknowledgement (must be notarized).
- ☐ Offerer's Affirmation of Understanding of and Agreement pursuant to New York State Finance Law §139-j (3) and §139-j (6) (b).
- ☐ Offerer Disclosure of Prior Non-Responsibility Determinations.
- ☐ Offerer's Certification of Compliance with State Finance Law §139-k(5).
- ☐ NYS Required Certifications.
 - Nondiscrimination in Employment in Northern Ireland Macbride Fair Employment Principles.
 - Non-Collusive Bidding Certification.
 - Diesel Emission Reduction Act.
 - Executive Order No 177 Certification.
 - State Finance Law §139-l Certification.
 - Small Business Certifications.
- ☐ ST-220 - TD Taxation and Finance Contractor Certification.
(Submitted directly to Taxation and Finance).
- ☐ ST-220 - CA Taxation and Finance Covered Agency Certification.
- ☐ EEO 100 - Equal Employment Opportunity Staffing Plan.
- ☐ MWBE 100 - MWBE Utilization Plan.
- ☐ SDVOB Utilization Plan.
- ☐ Contract Consultant Forms A and B.

Contractor Information

Solicitation Number 2204

Offerer affirms that it understands and agrees to comply with the procedures of the government entity relative to permissible contacts as required by New York State Finance Law §139-j(3) and §139-j(6)(b).

Authorized Signature		Date	
Print Name		Title	
Company Name			
Federal ID Number		NYS Vendor ID Number	
Address			
City	State	Zip	County
Telephone Number	Ext	Toll Free Telephone	Ext
Fax Number		Toll Free Fax Number	
Email of Designated Contact			

Please identify if any of the following apply:

New York State Small Business, as defined in Executive Law §310(20) and as detailed in the "New York State Required Certifications" included in Appendix B herein.	Yes	No
New York State Certified Minority-Owned Business	Yes	No
New York State Certified Woman-Owned Business	Yes	No
New York State Certified Service-Disabled Veteran-Owned Business	Yes	No
Do you understand, and is your firm capable of meeting, the insurance requirements to enter into a contract with New York State?	Yes	No
Will New York State businesses be used in the performance of this contract?	Yes	No
If yes, identify New York State business(es) that will be used. (Attach identifying information.)		
Does your proposal meet all the requirements of this solicitation?	Yes	No

Is your firm making a claim that any portions of its bid should be exempt from release under the Freedom of Information Law, as they constitute trade secrets, or information the disclosure of which would cause a substantial injury to your firm's competitive position? (Please review the clause entitled "Freedom of Information Law / Trade Secrets" of this Solicitation before answering).	Yes	No
If "Yes", please identify the specific portions of your bid for which you are claiming this exemption, and the reasons for such claimed exemption. Attach additional sheets, if necessary		

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF _____ }
: SS.:

COUNTY OF _____ }

On the ____ day of _____ in the year 20 ____, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he resides at

Town of _____,

County of _____,

State of _____; and further that:

[Check One]

☐ **If an individual):** _he executed the foregoing instrument in his/her name and on his/her own behalf.

☐ **If a corporation):** _he is the _____ of _____, the corporation described in said instrument; that, by authority of the board of directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ **If a partnership):** _he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ **If a limited liability company):** _he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No. _____

State of: _____

Offerer's Affirmation of Understanding of and Agreement pursuant to New York State Finance Law §139-j(3) and §139-j(6)(b)

New York State Finance Law §139-j(6)(b) provides that:

Every governmental entity shall seek written affirmations from all offerers as to the offerer's understanding of and agreement to comply with the governmental entity's procedures relating to permissible contacts during a governmental procurement pursuant to subdivision three of this section.

Offerer affirms that it understands and agrees to comply with the procedures of the government entity relative to permissible contacts as required by New York State Finance Law §139-j(3) and §139-j(6)(b).

Authorized Signature

Date

Print Name

Title

Company Name

Address

City

State

Zip

Offerer Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(2) obligates a governmental entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four years by any governmental entity due to a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms “Offerer” and “Governmental Entity” are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j(10)(b) and 139-k(3).

Instructions:

A governmental entity must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached Offerer Disclosure of Prior Non-Responsibility Determinations is to be completed and submitted by the individual or entity seeking to enter into a procurement contract. It shall be submitted to the governmental entity conducting the governmental procurement.

Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract			
Address			
City	State	Zip	
Person Submitting this Form	Title	Date	Contract Procurement Number

1. Has any governmental entity made a finding of non-responsibility in the previous four years regarding the individual or entity seeking to enter into the procurement contract?	<input type="checkbox"/> No <input type="checkbox"/> Yes
<i>If yes, please answer questions 2-4 before proceeding to question 5. If no, please go to question 5.</i>	
2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j	<input type="checkbox"/> No <input type="checkbox"/> Yes
3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a governmental entity?	<input type="checkbox"/> No <input type="checkbox"/> Yes
4. If you answered yes to any of the above questions, please provide details below regarding the finding of non-responsibility.	
Governmental Entity	Date of Finding of Non-responsibility
Basis of Finding of Non-Responsibility (Add pages as necessary)	
5. Has any governmental entity or other governmental agency terminated or withheld a procurement contract with the above-named individual or entity due to the intentional provision of false or incomplete information?	<input type="checkbox"/> No <input type="checkbox"/> Yes
6. If yes, please provide details below.	
Governmental Entity	Date of Termination or Withholding of Contract
Basis of Termination or Withholding (Add pages as necessary)	

Offerer certifies that all information provided to the governmental entity with respect to State Finance Law §139-k is complete, true, and accurate.

By: _____
Signature

Date: _____

Offerer's Certification of Compliance with State Finance Law §139-k(5)

New York State Finance Law §139-k(5) requires that every procurement contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the offerer that all information provided to the New York State Office of General Services with respect to State Finance Law §139-k is complete, true, and accurate.

Offerer Certification:			
<i>I certify that all information provided to the Office of General Services with respect to State Finance Law §139-k is complete, true, and accurate.</i>			
Authorized Signature		Date	
Print Name		Title	
Company Name			
Address			
City	State	Zip	

Procurement Lobbying Termination

The Office of General Services reserves the right to terminate this contract in the event it is found that the certification filed by the offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Office of General Services may exercise its termination right by providing written notification to the offerer in accordance with the written notification terms of this contract.

NYS REQUIRED CERTIFICATIONS

Nondiscrimination in Employment in Northern Ireland Macbride Fair Employment Principles

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

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

Non-Collusive Bidding Certification

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

1. The prices in 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 to any other bidder or to any competitor.
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.

In the event that the Bidder is unable to certify as stated above, the Bidder shall provide a signed statement which sets forth in detail the reasons why the Bidder is unable to furnish the certificate as required in accordance with State Finance Law §139-d(1)(b).

Diesel Emission Reduction Act

Pursuant to N.Y. Environmental Conservation Law §19-0323 (the "Law") it is a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the Best Available Retrofit Technology (BART) and Ultra-Low Sulfur Diesel Fuel (ULSD). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by state agencies and state or regional public authorities. It also requires that such vehicles owned, operated by or on behalf of, or leased by state agencies and state or regional public authorities with more than half of its governing body appointed by the governor use BART.

The Law may be applicable to vehicles used by contract vendors "on behalf of" state agencies and public authorities and require certain reports from contract vendors. All heavy duty diesel vehicles must have BART by the deadline provided in the Law. The Law also provides a list of exempted vehicles. Regulations

set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The bidder hereby certifies and warrants that all heavy-duty vehicles, as defined in the Law, to be used under this contract, will comply with the specifications and provisions of the Law and 6 NYCRR Parts 248 and 249.

Executive Order No. 177 Certification

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status, or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- All employers of four or more people, employment agencies, labor organizations, and apprenticeship training programs in all instances of discrimination or harassment.
- Employers with fewer than four employees in all cases involving sexual harassment.
- Any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and §296(11) of the New York State Human Rights Law.

State Finance Law §139-I Certification

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Labor Law §201-g.

If the bidder cannot make the foregoing certification, such bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the bidder cannot make the certification.

Small Business Certifications

State Finance Law §163(1)(j) (Authorizes Award of Quantitative Factor Credit for Small Business Status in Evaluation for Best Value Contracts)

For purposes of New York State Finance Law §163(1)(j), the contractor certifies that it:

- ☐ **IS NOT** a Small Business as defined in New York State Executive Law §310(20).
☐ **IS** a Small Business as defined in New York State Executive Law §310(20).

"Small Business" is defined under New York State Executive Law §310(20) as a business that:

- A. Has a significant business presence in New York demonstrated through one of the following:
1. Pays taxes in New York State.
 2. Purchases New York State products or materials.
 3. Has any payroll in New York State.
- B. Is independently owned and operated.
C. Is not dominant in its field.
D. employs less than 300 persons.

State Finance Law §163(6) (Authorizes Discretionary Purchases of Commodities or Services from Small Business Concerns)

For purposes of New York State Finance Law §163(6), the contractor certifies that it:

- ☐ **IS NOT** a Small Business Concern or Small Business as defined in New York State Finance Law §160(8).
☐ **IS** a Small Business Concern or Small Business as defined in New York State Finance Law §160(8).

"Small Business Concern" or "Small Business" is defined under New York State Finance Law §160(8) as a business that:

- A. Is resident in New York State.
B. Is independently owned and operated.
C. Is not dominant in its field.
D. Employs 100 or less persons.

By signing, you certify your express authority to sign on behalf of yourself, your company, or other entity, your full knowledge and acceptance of this certifications document, and that all information provided is complete, true, and accurate.

Authorized Signature		Date	
Print Name		Title	
Company Name			
D/B/A – Doing Business As (if applicable)			
Address			
City	State	Zip	

**Contractor Certification**(Pursuant to Tax Law Section 5-a, as amended,
effective April 26, 2006)**ST-220-TD**

(4/15)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need help?* below).

Contractor name		
Contractor's principal place of business	City	State ZIP code
Contractor's mailing address (if different than above)	City	State ZIP code
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)	Contractor's telephone number ()
Covered agency or state agency	Contract number or description	Covered agency telephone number ()
Covered agency address	City	State ZIP code
Is the estimated contract value over the full term of the contract (but not including renewals) more than \$100,000? Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown at this time <input type="checkbox"/>		

General information

Tax Law section 5-a, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than \$100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file Form ST-220-CA, *Contractor Certification to Covered Agency*, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and *Individual, Corporation, Partnership, or LLC Acknowledgement* on page 4. If you do not complete these areas, the form will be returned to you for completion.

For more detailed information regarding this form and Tax Law section 5-a, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006)*. See *Need help?* for more information on how to obtain this publication.

Note: Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

**NYS TAX DEPARTMENT
DATA ENTRY SECTION
W A HARRIMAN CAMPUS
ALBANY NY 12227-0826**

Privacy notification

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our Web site, or, if you do not have Internet access, call and request Publication 54, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

Need help?Visit our Web site at **www.tax.ny.gov**

- get information and manage your taxes online
- check for new online services and features

**Telephone assistance****Sales Tax** Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082**Persons with disabilities:** In compliance with the

Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.

I, _____, hereby affirm, under penalty of perjury, that I am _____
(name) (title)
of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

Complete Sections 1, 2, and 3 below. Make only one entry in each section.

Section 1 – Contractor registration status

- ☐ The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253, and is listed on Schedule A of this certification.
- ☐ The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 2 – Affiliate registration status

- ☐ The contractor does not have any affiliates.
- ☐ To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253. The contractor has listed each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- ☐ To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 3 – Subcontractor registration status

- ☐ The contractor does not have any subcontractors.
- ☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253. The contractor has listed each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- ☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Schedule A – Listing of each entity (contractor, affiliate, or subcontractor) exceeding \$300,000 cumulative sales threshold

List the contractor, or affiliate, or subcontractor in Schedule A only if such entity exceeded the \$300,000 cumulative sales threshold during the specified sales tax quarters. See directions below. For more information, see Publication 223.

A Relationship to contractor	B Name	C Address	D Federal ID number	E Sales tax ID number	F Registration in progress

- Column A – Enter **C** in column A if the contractor; **A** if an affiliate of the contractor; or **S** if a subcontractor.
- Column B – Name - If the entity is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State, if applicable. If the entity is a partnership or sole proprietor, enter the name of the partnership and each partner’s given name, or the given name(s) of the owner(s), as applicable. If the entity has a different DBA (doing business as) name, enter that name as well.
- Column C – Address - Enter the street address of the entity’s principal place of business. Do not enter a PO box.
- Column D – ID number - Enter the federal employer identification number (EIN) assigned to the entity. If the entity is an individual, enter the social security number of that person.
- Column E – Sales tax ID number - Enter only if different from federal EIN in column D.
- Column F – If applicable, enter an X if the entity has submitted Form DTF-17 to the Tax Department but has not received its certificate of authority as of the date of this certification.

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
 : SS.:
COUNTY OF }

On the ____ day of _____ in the year 20____, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that
_ he resides at _____,
Town of _____,
County of _____,
State of _____; and further that:

(Mark an X in the appropriate box and complete the accompanying statement.)

- ☐ (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.
- ☐ (If a corporation): _he is the _____
of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
- ☐ (If a partnership): _he is a _____
of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
- ☐ (If a limited liability company): _he is a duly authorized member of _____
LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No. _____

**Contractor Certification to Covered Agency**

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-CA

(12/11)

For information, consult Publication 223, Questions and Answers Concerning Tax Law Section 5-a (see Need Help? on back).

Contractor name				For covered agency use only Contract number or description	
Contractor's principal place of business		City	State		
Contractor's mailing address (if different than above)					
Contractor's federal employer identification number (EIN)			Contractor's sales tax ID number (if different from contractor's EIN)		
Contractor's telephone number			Covered agency name		
Covered agency address				Covered agency telephone number	

I, _____, hereby affirm, under penalty of perjury, that I am _____
(name) (title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

☐ The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

☐ The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____
(insert contract number or description)

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Instructions

General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. See *Need help?* for more information on how to obtain this publication. In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

- The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF _____ }
: _____ SS.:
COUNTY OF _____ }

On the ____ day of _____ in the year 20____, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _____ he resides at _____, Town of _____, County of _____, State of _____; and further that:

[Mark an **X** in the appropriate box and complete the accompanying statement.]

- ☐ (If an individual): _____ he executed the foregoing instrument in his/her name and on his/her own behalf.
- ☐ (If a corporation): _____ he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _____ he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _____ he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
- ☐ (If a partnership): _____ he is a _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _____ he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _____ he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
- ☐ (If a limited liability company): _____ he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that _____ he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _____ he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?



Visit our Web site at **www.tax.ny.gov**

- get information and manage your taxes online
- check for new online services and features



Telephone assistance

Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082



Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.



EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

General instructions: Contact the Designated Contact(s) for the solicitation if you have any questions. **All Offerors** must complete an EEO Staffing Plan (EEO 100) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's total work force, the Offeror shall complete this form for the contractor's total work force. Subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor must complete this form upon request of OGS.

Instructions for completing:

1. Enter the Solicitation Number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and enter under the heading "Work force by Gender."
6. Break down the total work force by race/ethnic background and enter under the heading "Work force by Race/Ethnic Identification." Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

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

WHITE - (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

BLACK - A person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.

HISPANIC - A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

ASIAN & PACIFIC ISLANDER - A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

AMERICAN INDIAN OR ALASKAN NATIVE (Not of Hispanic Origin) - A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.



EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

SUBMIT WITH BID OR PROPOSAL or within a reasonable time thereafter as requested by OGS, but prior to Contract Award.

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

Enter the total number of employees for each classification:

EEO Job Category	Total Work Force	Work force by Gender		Work force by Race/Ethnic Identification													
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		American Indian or Alaskan Native (M) (F)		Veteran (M) (F)		(M)	(F)
Executive/Senior level Officials & Managers																	
First/Mid-level officials & Managers																	
Professionals																	
Technicians																	
Sales Workers																	
Administrative Support Workers																	
Craft Workers																	
Operatives																	
Laborers and Helpers																	
Service Workers																	
Totals																	

PREPARED BY (Signature):	TELEPHONE NO.:	DATE:
	EMAIL ADDRESS:	
NAME AND TITLE OF PREPARER (Print or Type):		



**Office of
General Services**

**Office of Minority and Women-Owned
Business Enterprises**

Commodities and Services

Submit Completed Plan with your bid To:

NYS Office of General Services
Financial Administration – Agency Procurement Office
Corning Tower, 32nd Floor, ESP
Albany, New York 12242

Instructions for Submitting the MWBE Utilization Plan for Commodities and Services (Form MWBE 100)

Where required in the Solicitation and/or Contract, submit the completed Plan with your bid package on the stated date and time to:

NYS Office of General Services
Financial Administration – Agency Procurement Office
Corning Tower, 32nd Floor, ESP
Albany, New York 12242
Phone: 518-474-5981

Failure to submit the Plan or obtain a waiver could result in non-award of the Contract.

- **The Plan must contain a detailed description of the supplies and/or services to be provided by each MWBE subcontractor/supplier.**
 - **Complete all items on the form with the exception of the sections marked “For OGS MWBE Use Only.”**
 - **List New York State certified MBE/WBE firms only.** Only MBE/WBE firms certified by Empire State Development’s Division of Minority and Women’s Business Development can be used to meet MWBE Goals. Non-certified firms, or firms that are pending certification, cannot be used toward goal attainment until they are NYS certified.
 - **All listed subcontractors/suppliers will be contacted and verified by OGS.**
 - Bidders/Contractors may attach additional sheets if necessary.
2. To identify New York State certified MWBEs, access Empire State Development’s MWBE directory at: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp> For additional information regarding this directory, please call The Empire State Development Corporation at (212) 803-2414 (Downstate) or (518) 292-5250 (Upstate). Additionally, you may contact the OGS MWBE office designated contacts at (518) 486-9284 which will, upon request, provide you with a listing of certified MBE/WBE firms.
 3. Pursuant to 5 NYCRR § 142.8, Contractors must document their good faith efforts toward utilizing MWBEs on the Contract. Actions that do not constitute good faith efforts by Contractors to solicit NYS Certified MWBEs to participate in the Contract include, but are not limited to, the following:
 - (1) Self-performance of tasks on a project.
 - (2) Not engaging an MWBE because it did not submit the lowest quote for work or materials.
 4. OGS will review the submitted Plan and advise Bidder/Contractor of OGS’s acceptance or deficiency within twenty (20) days of its receipt. Bidder/Contractor shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify Bidder/Contractor and direct Bidder/Contractor to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on Form BDC 333. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal. The approved Plan will be posted on the OGS website within ten (10) days of Contract Award. Any changes to the Plan must be approved by OGS.



Office of
General Services

Office of Minority and Women-Owned
Business Enterprises

Commodities and Services

Submit Completed Plan with your bid To:

NYS Office of General Services
Financial Administration – Agency Procurement Office
Corning Tower, 32nd Floor, ESP
Albany, New York 12242

MWBE UTILIZATION PLAN

☐ Initial Plan ☐ Revised plan Contract/Solicitation # _____

INSTRUCTIONS: This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each NYS Certified Minority and Women-owned Business Enterprises (MWBE) under the contract. By submission of this Plan, the Bidder/Contractor commits to good faith efforts in the utilization of MWBE subcontractors and suppliers as required by the MBE/WBE goals contained in the Solicitation/Contract. Making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Firms that do not perform commercially useful functions may not be counted toward MWBE utilization. Attach additional sheets if necessary.

BIDDER/CONTRACTOR INFORMATION

MWBE Goals In Contract

Bidder/Contractor Name:	NYS Vendor ID:	MBE	%
Bidder/Contractor Address (Street, City, State and Zip Code):		WBE	%
Bidder/Contractor Telephone Number:		Contract Work Location/Region:	
Contract Description/Title:			

CONTRACTOR INFORMATION

Prepared by (Signature):	Name and Title of Preparer:	Telephone Number:	Date:
Email Address:			

IF UNABLE TO MEET THE MBE AND WBE GOALS SET FORTH IN THE SOLICITATION/CONTRACT BIDDER/CONTRACTOR MUST SUBMIT A REQUEST FOR WAIVER (FORM BDC 333)

MWBE Subcontractor/Supplier Name:	MWBE Certification: <input type="checkbox"/> MBE <input type="checkbox"/> WBE (If firm is dual certified please select one only)		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending): \$ _____ or _____%			

MWBE Subcontractor/Supplier Name:	MWBE Certification: <input type="checkbox"/> MBE <input type="checkbox"/> WBE (If firm is dual certified please select one only)		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending): \$ _____ or _____%			

FOR OGS MWBE USE ONLY

OGS MWBE Authorized Signature:	<input type="checkbox"/> Accepted	<input type="checkbox"/> Accepted as Noted	<input type="checkbox"/> Notice of Deficiency
NAME (Please Print):	MBE %/\$ _____	WBE %/\$ _____	Date Received: _____
Date Processed: _____			
Comments:			

NYS CERTIFIED MWBE SUBCONTRACTOR/SUPPLIER INFORMATION: The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com/FrontEnd/SupplierSearchPublic.asp?TN=ny&XID=2528>

Note: All listed Subcontractors/Suppliers will be contacted and verified by OGS.

ADDITIONAL SHEET

Bidder/Contractor Name:	Contract/Solicitation # _____
--------------------------------	--------------------------------------

MWBE Subcontractor/Supplier Name:	MWBE Certification: <input type="checkbox"/> MBE <input type="checkbox"/> WBE (If firm is dual certified please select one only)		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending): \$ _____ or _____%			

MWBE Subcontractor/Supplier Name:	MWBE Certification: <input type="checkbox"/> MBE <input type="checkbox"/> WBE (If firm is dual certified please select one only)		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending): \$ _____ or _____%			

MWBE Subcontractor/Supplier Name:	MWBE Certification: <input type="checkbox"/> MBE <input type="checkbox"/> WBE (If firm is dual certified please select one only)		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending): \$ _____ or _____%			

MWBE Subcontractor/Supplier Name:	MWBE Certification: <input type="checkbox"/> MBE <input type="checkbox"/> WBE (If firm is dual certified please select one only)		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending): \$ _____ or _____%			

MWBE Subcontractor/Supplier Name:	MWBE Certification: <input type="checkbox"/> MBE <input type="checkbox"/> WBE (If firm is dual certified please select one only)		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending): \$ _____ or _____%			



SDVOB UTILIZATION PLAN

☐ Initial Plan ☐ Revised plan Contract/Solicitation # _____

INSTRUCTIONS: This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each NYS **Certified** Service-Disabled Veteran-Owned Business (SDVOB) under the contract. By submission of this Plan, the Bidder/Contractor commits to making good faith efforts in the utilization of SDVOB subcontractors and suppliers as required by the SDVOB goals contained in the Solicitation/Contract. Making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Firms that do not perform commercially useful functions may not be counted toward SDVOB utilization. Attach additional sheets if necessary.

BIDDER/CONTRACTOR INFORMATION

SDVOB Goals In Contract

Bidder/Contractor Name:

NYS Vendor ID:

%

Bidder/Contractor Address (Street, City, State and Zip Code):

Bidder/Contractor Telephone Number:

Contract Work Location/Region:

Contract Description/Title:

CONTRACTOR INFORMATION

Prepared by (Signature):

Name and Title of Preparer:

Telephone Number:

Date:

Email Address:

If unable to meet the SDVOB goals set forth in the solicitation/contract, bidder/contractor must submit a request for waiver on the SDVOB Waiver Form.

SDVOB Subcontractor/Supplier Name:

Please identify the person you contacted:

Federal Identification No.:

Telephone No.:

Address:

Email Address:

Detailed description of work to be provided by subcontractor/supplier:

Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____%

SDVOB Subcontractor/Supplier Name:

Please identify the person you contacted:

Federal Identification No.:

Telephone No.:

Address:

Email Address:

Detailed Description of work to be provided by subcontractor/supplier:

Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____%

FOR OGS USE ONLY

OGS Authorized Signature:

☐ Accepted

☐ Accepted as Noted

☐ Notice of Deficiency

NAME (Please Print):

SDVOB
%/\$ _____

Date Received:

Date Processed:

Comments:

NYS CERTIFIED SDVOB SUBCONTRACTOR/SUPPLIER INFORMATION: The directory of New York State Certified SDVOBs can be viewed at: <https://online.ogs.ny.gov/SDVOB/search>

Note: All listed Subcontractors/Suppliers will be contacted and verified by OGS.

ADDITIONAL SHEET

Bidder/Contractor Name:	Contract/Solicitation # _____
--------------------------------	--------------------------------------

SDVOB Subcontractor/Supplier Name:			
Please identify the person you contacted:		Federal Identification No.:	Telephone No.:
Address:		Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %			
SDVOB Subcontractor/Supplier Name:			
Please identify the person you contacted:		Federal Identification No.:	Telephone No.:
Address:		Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %			
SDVOB Subcontractor/Supplier Name:			
Please identify the person you contacted:		Federal Identification No.:	Telephone No.:
Address:		Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %			
SDVOB Subcontractor/Supplier Name:			
Please identify the person you contacted:		Federal Identification No.:	Telephone No.:
Address:		Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %			

Employee Information To Be Reported By Certain Consultant Contractors

Instructions for Completing Forms A and B

Form A and Form B should be completed for contracts for consulting services in accordance with the following:

Form A - Contractor's Planned Employment (to be completed and submitted with bid/quote)

- **Employment Category:** Enter the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the planned employees to provide services under the contract.

(Note: Access the O*NET database, which is available through the U.S. Department of Labor's Employment and Training Administration, online at online.onetcenter.org to find a list of occupations.)

- **Number of Employees:** Enter the total number of employees in the employment category to be employed to provide services under the contract, including part-time employees and employees of subcontractors.
- **Number of Hours:** Enter the total number of hours to be worked by the employees in the employment category.
- **Amount Payable Under the Contract:** Enter the total amount payable by the state to the state contractor under the contract, for work by the employees in the employment category.

Form B – Contractor's Annual Employment Report. (to be completed by May 1 each year for each consultant contract in effect at any time between the preceding April 1 through March 31 fiscal year and submitted to the Department of Civil Service, Office of the State Comptroller, and Office of General Services).

- **Scope of Contract:** Choose a general classification of the single category that best fits the predominate nature of the services provided under the contract.
- **Employment Category:** Enter the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees providing services under the contract.

(Note: Access the O*NET database, which is available through the U.S. Department of Labor's Employment and Training Administration, online at online.onetcenter.org to find a list of occupations.)

- **Number of Employees:** Enter the total number of employees in the employment category employed to provide services under the contract during the report period, including part-time employees and employees of subcontractors.
- **Number of hours:** Enter the total number of hours worked during the report period by the employees in the employment category.
- **Amount Payable Under the Contract:** Enter the total amount paid by the state to the state contractor under the contract, for work by the employees in the employment category, for services provided during the report period.

Reporting Code:

Date Contract Approved:

FORM A

**State Consultant Services - Contractor's Planned Employment
From Contract Start Date Through The End Of The Contract Term**

Agency Code:

Contract Number:

Contract End Date: / /

O*Net Employment Category (see O*Net online at online.onetcenter.org)	Number of Employees	Number of hours to be worked	Amount Payable Under the Contract
Total this page	0	0	\$ 0.00
Grand Total			

Title:

Phone #:

Preparer's Signature: _____

Date Prepared: / /

Page of

FORM B

OSC Use Only:

Reporting Code:

Category Code:

**State Consultant Services
Contractor's Annual Employment Report
Report Period: April 1, to March 31,**

Contracting State Agency Name: Agency Code:
Contract Number:
Contract Term: / / to / /
Contractor Name:
Contractor Address:
Description of Services Being Provided:

Scope of Contract (Choose one that best fits.):

Analysis ☐ Evaluation ☐ Research ☐ Training ☐
Data Processing ☐ Computer Programming ☐ Other IT consulting ☐
Engineering ☐ Architect Services ☐ Surveying ☐ Environmental Services ☐
Health Services ☐ Mental Health Services ☐
Accounting ☐ Auditing ☐ Paralegal ☐ Legal ☐ Other Consulting ☐

O*Net Employment Category (see O*Net online at online.onetcenter.org)	Number of Employees	Number of Hours Worked	Amount Payable Under the Contract
Total this page	0	0	\$ 0.00
Grand Total			

Name of person who prepared this report:

Preparer's Signature: _____

Title: Phone #:

Date Prepared: / /

(Use additional pages if necessary.)

Page of



**Office of
General Services**

ANDREW M. CUOMO
Governor

ROANN M. DESTITO
Commissioner

Request for Proposal (RFP) #2204

Appendix C

Human Resources Management System (HRMS)

Sample Contract

Appendix C

Sample Contract

Solicitation No. 2204

**STATE OF NEW YORK
OFFICE OF GENERAL SERVICES**

**AGREEMENT FOR
HUMAN RESOURCES MANAGEMENT SYSTEM (HRMS)**

**WITH
(CONTRACTOR)**

CONTRACT #OGS1-C00XXXX-1140000

THIS AGREEMENT, made this ____ day of _____, 2020 by and between the People of the State of New York, acting by and through the Commissioner of General Services, whose office is in the Corning Tower Building, at the Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242 (hereinafter "Commissioner", "OGS" or "State"), and (Company Name), (hereinafter "Contractor"), with an office at _____.

WITNESSETH:

WHEREAS, the OGS is responsible for the Human Resources Management and in fulfilling its responsibility deems it necessary to obtain a Human Resources Management System therefore, and

WHEREAS, OGS has determined after having solicited proposals from proposers willing to supply these services, that the Contractor submitted the proposal affording the State the best value for such services and that the Contractor possesses the necessary capacity, experience and expertise for provision of a human resource management system, and that Contractor is ready, willing and able to perform such services on the terms hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties do hereby agree as follows:

1. CONSIDERATION

OGS shall pay the Contractor for all human resource management system fees and other fees and expenses in accordance with the amounts and rates put forth in the Contractor's proposal attached hereto as Appendix "C", which Appendix C is hereby incorporated by reference and made a part hereof as fully as if set forth as length herein. This contract will be established with a not to exceed value of \$ _____. Services performed beyond this amount will not be compensated.

2. TERM

This Agreement shall commence upon OSC approval and will be in effect until _____ unless sooner terminated as herein specified.

3. SERVICES

The Contractor agrees to perform this Agreement and to furnish the services, labor and materials required in connection therewith in accordance with all the specifications, conditions, covenants and representations contained in the Request for Proposals No. 2204, which is annexed as Appendix "B" hereto, and the Contractor's bid, annexed as Appendix "C" hereto, except as such Appendices B and C have been revised by the terms hereof. Appendix B is hereby incorporated by reference and made a part hereof with the same force and effect as if set forth at length herein.

4. TERMINATION

This Agreement may be terminated in accordance with the termination provisions set forth in the solicitation attached hereto as Appendix B hereof.

A) Termination

The Office of General Services may, upon 30 days' notice, terminate the contract resulting from this solicitation in the event of the awarded Bidder's failure to comply with any of the proposal's requirements unless the awarded Bidder obtained a waiver of the requirement.

In addition, OGS may also terminate any contract resulting from this solicitation upon ten days written notice if the Contractor makes any arrangement for the assignment for the benefit of creditors.

Furthermore, OGS shall have the right, in its sole discretion, at any time to terminate a contract resulting from this solicitation, or any unit portion thereof, with or without cause, by giving 30 days written notice of termination to the Contractor.

B) Procurement Lobbying Termination

The Office of General Services reserves the right to terminate this Agreement in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Office of General Services may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this Agreement.

C) Effect of Termination

Any termination by OGS under this Section shall in no event constitute or be deemed a breach of any contract resulting from this solicitation and no liability shall be incurred by or arise against the Office of General Services, its agents and employees therefore for lost profits or any other damages.

5. RECORDS

The Contractor will maintain accurate records and accounts of services performed and monies expended under this Agreement. Such records will be maintained for six (6) years following the

close of the State fiscal year to which they pertain and will be made available to representatives of OGS or the New York State Comptroller, as may be necessary for auditing purposes, upon request.

6. TAXES

The Contractor will be responsible for all applicable Federal, State and Local taxes and all FICA contributions.

7. INDEPENDENT CONTRACTOR

It is understood and agreed that the legal status of the Contractor, its subcontractors, agents, officers and employees is that of an independent contractor and in no manner shall they be deemed employees or agents of the State of New York and, therefore, are not entitled to any of the benefits associated with such employment or designation.

8. APPENDIX A

Appendix A, Standard Clauses for New York State Contracts, attached hereto, is hereby expressly made a part of this Agreement as fully as if set forth at length herein.

9. ASSIGNMENT

Contractor agrees that it will not assign this Agreement, or any interest therein without the prior written consent of the Commissioner of General Services.

10. LAW

This Agreement shall be governed by the laws of the State of New York.

11. CONDITIONS PRECEDENT

This Agreement shall not be deemed executed, valid or binding unless and until approved in writing by the Attorney General and the State Comptroller.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and this Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties hereto.

13. EXECUTORY CLAUSE

This Agreement shall be deemed executory only to the extent of money available to the State for performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for purposes thereof.

14. INCONSISTENCIES

In the event of any discrepancy, disagreement or ambiguity between this contract agreement and Appendix B "Solicitation" and/or Appendix C "Bid", or between any Appendices, the

documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity:

1. Appendix A
2. This Contract Agreement
3. Appendix B – Solicitation #2204 including Addenda and all Appendices and Attachments with the exception of Appendix A.
4. Appendix C – Contractor's Bid

The parties understand and agree that any and all deviations or exceptions taken by Contractor to the State's Request for Proposal are hereby withdrawn except only to the extent that such exceptions or deviations have been explicitly incorporated into this contract agreement.

15. FORCE MAJEURE

Neither party hereto will be liable for losses, defaults, or damages under this Agreement which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Agreement, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

16. ASSIGNMENT BY STATE

The State agrees not to assign this Agreement without prior notice to and reasonable consent of the Contractor provided, however, that this Agreement may be assigned without such consent to another agency or subdivision of the State pursuant to a governmental reorganization or assignment of functions under which the pertinent functions of OGS as an agency are transferred to a successor agency or subdivision of the State.

17. NOTICES

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Agreement shall be in writing and shall be validly given when mailed by registered or certified mail, overnight carrier or hand delivered, (i) if to the State, addressed to the State at its address set forth above, and (ii) if to Contractor, addressed to Contractor at its address set forth above. The parties may from time to time, specify any address in the United States as its address for purpose of notices under this Agreement by giving fifteen (15) days written notice to the other party. The parties agree to mutually designate individuals as their respective representatives for the purposes of this Agreement.

18. CAPTIONS

The captions contained in this Agreement are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

19. SEVERABILITY

In the event that any one or more of the provisions of this Agreement shall for any reason be declared unenforceable under the laws or regulations in force, such provision will not have any effect on the validity of the remainder of this Agreement, which shall then be construed as if such unenforceable provision had never been written or was never contained in this Agreement.

20. INFORMATION SECURITY BREACH

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

- Contractor shall supply OGS with a copy of its notification policy, which shall be modified to be in compliance with this provision, as well as OGS's notification policy.
- Contractor must encrypt any database fields and backup tapes that contain private data elements, as set forth in the ISBNA.
- Contractor must ensure that private data elements are encrypted in transit to / from their systems.
- In general, contractor must ensure that private data elements are not displayed to users on computer screens or in printed reports; however, specific users who are authorized to view the private data elements and who have been properly authenticated may view/receive such data.
- Contractor must monitor for breaches of security to any of its systems that store or process private data owned by OGS.
- Contractor shall take all steps as set forth in ISBNA to ensure private information shall not be released without authorization from OGS.
- In the event a security breach occurs as defined by ISBNA Contractor shall immediately notify OGS and commence an investigation in cooperation with OGS to determine the scope of the breach.
- Contractor shall also take immediate and necessary steps needed to restore the information security system to prevent further breaches.
- Contractor shall immediately notify OGS following the discovery that OGS's system security has been breached.
- Unless the Contractor is otherwise instructed, Contractor is to first seek consultation and receive authorization from OGS prior to notifying the individuals whose personal identity information was compromised by the breach of security, the New York State Chief Information Security Office, the Department of State Division of Consumer Protection, the Attorney General's Office or any consuming reporting agencies of a breach of the information security system or concerning any determination to delay notification for law enforcement investigations.

- Contractor shall be responsible for providing all notices required by the ISBNA and for all costs associated with providing said notices.
- This policy and procedure shall not impair the ability of the Attorney General to bring an action against the Contractor to enforce all provisions of the ISBNA or limit the Contractor's liability for any violations of the ISBNA.

21. CONTRACTOR RESPONSIBILITY

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS or her designee issues a written notice authorizing a resumption of performance under the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of OGS or her designee to be non-responsible. In such event, the Commissioner of OGS or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

CONTRACT NO. C00XXXX

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Agency Certification

"In addition to the acceptance of this Contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

(Company Name)

THE PEOPLE OF THE STATE OF NEW YORK

By: _____
Name:
Title:
Federal I.D. No.:
Date:

By: _____
Name:
Title:
Date:

APPROVED AS TO FORM

APPROVED

Attorney General

State Comptroller

STATE OF _____)
SS.:
COUNTY OF _____)
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 acknowledged to me that he executed
the same.

Notary Public
Registration No. _____
State of: _____

Sample Contract

Appendix A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**[Text not included at this time because it is included
elsewhere in the solicitation. Will be added when contract
is finalized]**

Sample Contract

Appendix B

Request for Proposal

SAMPLE

Sample Contract

Appendix C

Contractor's Bid

SAMPLE



**Office of
General Services**

ANDREW M. CUOMO
Governor

ROANN M. DESTITO
Commissioner

Request for Proposal (RFP) #2204

Appendix D

Human Resources Management System (HRMS)

Insurance Requirements

Insurance Requirements

The Bidder shall be required to procure, at its sole cost and expense, all insurance required by this Attachment.

The Bidder shall be required to provide proof of compliance with the requirements of this Attachment, as follows:

- Proof of all insurance required by Section B below shall be provided in accordance with the provisions hereof;
- After award, the Contractor shall be required to provide proof of all insurance after renewal or upon request according to the timelines set forth in Section A.13 below.

Contractors shall be required to procure, at their sole cost and expense, and shall maintain in force at all times during the term of any Contract resulting from this Solicitation, policies of insurance as required by this Attachment. All insurance required by this Attachment shall be written by companies that have an A.M. Best Company rating of "A-," Class "VII" or better. In addition, companies writing insurance intended to comply with the requirements of this Attachment should be licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York. OGS may, in its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documents are accompanied by a completed Excess Lines Association of New York (ELANY) affidavit or other documents demonstrating the company's strong financial rating. If, during the term of a policy, the carrier's A.M. Best rating falls below "A-," Class "VII," the insurance must be replaced, on or before the renewal date of the policy, with insurance that meets the requirements above.

Bidders and Contractors shall deliver to OGS evidence of the insurance required by this Solicitation and any Contract resulting from this Solicitation in a form satisfactory to OGS. Policies must be written in accordance with the requirements of the paragraphs below, as applicable. While acceptance of insurance documentation shall not be unreasonably withheld, conditioned or delayed, acceptance and/or approval by OGS does not, and shall not be construed to, relieve Bidders or Contractors of any obligations, responsibilities or liabilities under this Solicitation or any Contract resulting from this Solicitation.

The Contractor shall not take any action or omit to take any action that would suspend or invalidate any of the required coverages during the term of the Contract.

- A. General Conditions Applicable to Insurance.** All policies of insurance required by this Solicitation or any Contract resulting from this Solicitation shall comply with the following requirements:
- 1. Coverage Types and Policy Limits.** The types of coverage and policy limits required from Bidders and Contractors are specified in Paragraph B Insurance Requirements below.
 - 2. Policy Forms.** Except as otherwise specifically provided herein, or agreed to in the Contract resulting from this Solicitation, all policies of insurance required by this Attachment shall be written on an occurrence basis.
 - 3. Certificates of Insurance/Notices.** Bidders and Contractors shall provide OGS with a Certificate or Certificates of Insurance, in a form satisfactory to OGS as detailed below, and pursuant to the timelines set forth in Section B below. Certificates name **The New York State Office of General Services, Agency Procurement Office, 32nd Floor, Corning Tower, Empire State Plaza, Albany, New York 12242** as the certificate holder.

Certificates of Insurance shall:

- Be in the form acceptable to OGS and in accordance with the New York State Insurance Law (e.g., an ACORD certificate);
- Disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required by this Solicitation or any Contract resulting from this Solicitation;
- Refer to this Solicitation and/or any Contract Number resulting from this Solicitation;
- Be signed by an authorized representative of the referenced insurance carriers; and
- Contain the following language in the Description of Operations / Locations / Vehicles section of the Certificate or on a submitted endorsement: **Additional insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the additional insureds.**

Only original documents (certificates of insurance and any endorsements and other attachments) or electronic versions of the same that can be directly traced back to the insurer, agent, or broker via email distribution or similar means will be accepted.

OGS generally requires Contractors to submit only certificates of insurance and additional insured endorsements, although OGS reserves the right to request other proof of insurance. Contractors should refrain from submitting entire insurance policies, unless specifically requested by OGS. If an entire insurance policy is submitted but not requested, OGS shall not be obligated to review and shall not be chargeable with knowledge of its contents. In addition, submission of an entire insurance policy not requested by OGS does not constitute proof of compliance with the insurance requirements and does not discharge Contractors from submitting the requested insurance documentation.

4. **Primary Coverage.** All liability insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. Any other insurance maintained by the People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees shall be excess of and shall not contribute with the Bidder/Contractor's insurance.
5. **Breach for Lack of Proof of Coverage.** The failure to comply with the requirements of this Attachment at any time during the term of the Contract shall be considered a breach of the terms of the Contract and shall allow the People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees to avail themselves of all remedies available under the Contract or at law or in equity.
6. **Self-Insured Retention/Deductibles.** Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above \$100,000.00 are subject to approval from OGS. Such approval shall not be unreasonably withheld, conditioned or delayed. Bidders and Contractors shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the Bidder/Contractor is providing the required insurance through self-insurance, evidence of the financial capacity to support the self-insurance program along with a description of that program, including, but not limited to, information regarding the use of a third-party administrator shall be provided upon request.
7. **Subcontractors.** Prior to the commencement of any work by a Subcontractor, the Contractor shall require such Subcontractor to procure policies of insurance as required by this Attachment and maintain the same in force during the term of any work performed by that Subcontractor. An Additional Insured Endorsement CG 20 38 04 13 (or the equivalent) evidencing such coverage shall be provided to the Contractor prior to the commencement of any work by a subcontractor and pursuant to the timelines set forth in Section A.13. below, as applicable. For subcontractors that are

self-insured, the subcontractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the subcontractor would have been required to pursuant to this section had the subcontractor obtained such insurance policies.

8. **Waiver of Subrogation.** For all liability policies (with the exception of Technology Errors and Omissions/Professional Liability) and the workers' compensation insurance required below, the Bidder/Contractor shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if the Contractor waives or has waived before the casualty, the right of recovery against The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees or (ii) any other form of permission for the release of The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.
9. **Additional Insured.** The Contractor shall cause to be included in each of the liability policies (with the exception of Technology Errors and Omissions/Professional Liability) required below for on-going and completed operations naming as additional insured (via ISO form CG 20 10 04 13 or CG 20 38 04 13 and CG 20 37 04 13 and Form CA 20 48 10 13, or a form or forms that provide equivalent coverage): The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. An Additional Insured Endorsement evidencing such coverage shall be provided to OGS pursuant to the timelines set forth in Section B below. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. For Contractors who are self-insured, the Contractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Contractor would have been required to pursuant to this Attachment had the Contractor obtained such insurance policies.
10. **Excess/Umbrella Liability Policies.** Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of underlying insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form must be provided upon request.
11. **Notice of Cancellation or Non-Renewal.** Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, the Contractor shall provide OGS with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of this Solicitation and any Contract resulting from this Solicitation.
12. **Policy Renewal/Expiration** Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in this Solicitation and any Contract resulting from this Solicitation shall be delivered to OGS. If, at any time during the term of any Contract resulting from this Solicitation, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Solicitation or any Contract resulting from this Solicitation, or proof thereof is not provided to OGS, the Contractor shall immediately cease work. The Contractor shall not resume work until authorized to do so by OGS.

13. Deadlines for Providing Insurance Documents after Renewal or Upon Request. As set forth herein, certain insurance documents must be provided to the OGS Agency Procurement Office contact identified in the Contract Award Notice after renewal or upon request. This requirement means that the Contractor shall provide the applicable insurance document to OGS as soon as possible but in no event later than the following time periods:

- For certificates of insurance: 5 business days
- For information on self-insurance or self-retention programs: 15 calendar days
- For other requested documentation evidencing coverage: 15 calendar days
- For additional insured and waiver of subrogation endorsements: 30 calendar days

Notwithstanding the foregoing, if the Contractor shall have promptly requested the insurance documents from its broker or insurer and shall have thereafter diligently taken all steps necessary to obtain such documents from its insurer and submit them to OGS, OGS shall extend the time period for a reasonable period under the circumstances, but in no event shall the extension exceed 30 calendar days.

B. Insurance Requirements

Bidders and Contractors shall obtain and maintain in full force and effect, throughout the term of any Contract resulting from this Solicitation, at their own expense, the following insurance with limits not less than those described below and as required by the terms of any Contract resulting from this Solicitation, or as required by law, whichever is greater:

Insurance Type		Proof of Coverage is Due
Commercial General Liability	\$1,000,000 each occurrence	Upon notification of tentative award and updated in accordance with Contract
General Aggregate	\$2,000,000	
Products – Completed Operations Aggregate	\$2,000,000	
Personal and Advertising Injury	\$1,000,000	
Crime Insurance*	\$50,000	
Data Breach/Network and Privacy/Cyber Insurance*	\$10,000,000 each occurrence	
Professional Errors & Omissions*	\$2,000,000	
Business Automobile Liability Insurance	\$1,000,000 each occurrence	
Workers' Compensation		
Disability Benefits		

* May be provided through a Subcontractor should the risk lie in the Subcontractor's work, not the work of the Prime contractor.

1. Commercial General Liability Insurance: Such liability shall be written on the current edition of ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage.

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate
- Products – Completed Operations Aggregate
- Personal and Advertising Injury

- Each Occurrence

Coverage shall include, but not be limited to, the following:

- Premises liability arising from operations;
- Independent contractors;
- Blanket contractual liability, including tort liability of another assumed in a contract;
- Defense and/or indemnification obligations, including obligations assumed under the Contract;
- Cross liability for additional insureds; and
- Products/completed operations for a term of no less than one (1) year, commencing upon acceptance of the work, as required by the Contract.

2. Crime Insurance (Employee Dishonesty): If performance under this Contract shall require work on State property, the Contractor shall maintain, during the term of the Contract, Crime Insurance on a "loss sustained form" or "loss discovered form," and coverage must include the following:

- The policy must allow for reporting of circumstances or incidents that might give rise to future claims.
- The policy must include an extended reporting period of no less than one year with respect to events that occurred but were not reported during the term of the policy.
- Any warranties required by the Contractor's insurer as a result of the Contract must be disclosed and complied with. Said insurance shall extend coverage to include the principals (all directors, officers, agents and employees) of the Contractor as a result of this Contract.
- The policy shall include coverage for third party fidelity and name "The People of the State of New York, the New York State Office of General Services, and their officers, agents, and employees" as "Loss Payees" for all third party coverage secured. This requirement applies to both primary and excess liability policies, as applicable.
- The policy shall not contain a condition requiring an arrest and conviction.

3. Data Breach/Network and Privacy/Cyber Insurance: Contractors are required to maintain during the term of any Contract resulting from this Solicitation and as otherwise required herein, Network, Data Breach and Privacy/Cyber Liability Insurance, including coverage for failure to protect confidential information and failure of the security of the Contractor's computer systems or OGS' systems due to the actions of the Contractor that results in unauthorized access to OGS or their data. Said insurance shall provide coverage for damages arising from, but not limited to the following:

- Breach of duty to protect the security and confidentiality of nonpublic proprietary corporate information;
- Personally identifiable nonpublic information (e.g., medical, financial, or personal in nature in electronic or non-electronic form);
- Privacy notification costs, breach response sublimit should be at least 50% of the liability limit;
- Regulatory defense and penalties;
- Website media liability;
- Cyber theft of customer's property, including but not limited to money and securities; and
- Computer network systems attacks;
- Denial or loss of service;
- Introduction, implantation or spread of malicious software code; and
- Unauthorized access and use of computer systems.

If the policy is written on a claims-made basis, the Contractor must submit to OGS an Endorsement providing proof that the policy provides the option to purchase an Extended Reporting Period ("tail coverage") providing coverage for no less than one (1) year after work is completed in the event that coverage is cancelled or not renewed. This requirement applies to both primary and excess liability

policies, as applicable. An appropriate endorsement amending the Insured vs. Insured exclusion (if applicable) must be evidenced, so as not to impede a claim by OGS.

4. Professional Errors & Omissions: If providing professional occupation job titles, the Contractor shall maintain Professional Liability insurance.

- Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services.
- Such insurance shall cover broad areas, including but not limited to: defamation, invasion of privacy, infringement of copyright, and plagiarism.
- If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the start of work; and that continuous coverage will be maintained, or an extended discovery period exercised, throughout the performance of the services and for a period of not less than three years from the time work under this Contract is completed. Written proof of this extended reporting period must be provided to OGS prior to the policy's expiration or cancellation.
- The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

5. Business Automobile Liability Insurance: Such insurance shall cover liability arising out of any automobile used in connection with performance under the Contract, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates.

In the event that the Contractor does not own, lease or hire any automobiles used in connection with performance under the Contract, the Contractor does not need to obtain Business Automobile Liability Insurance, but must attest to the fact that the Contractor does not own, lease or hire any automobiles used in connection with performance under the Contract on a form provided by OGS. If, however, during the term of the Contract, the Contractor acquires, leases or hires any automobiles that will be used in connection with performance under the Contract, the Contractor must obtain Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage to OGS in accordance with the insurance requirements of any Contract resulting from this Solicitation.

In the event that the Contractor does not own or lease any automobiles used in connection with performance under the Contract, but the Contractor does hire and/or utilize non-owned automobiles in connection with performance under the Contract, the Contractor must: (i) obtain Business Automobile Liability Insurance as required by this Solicitation or any Contract resulting from this Solicitation, except that such insurance may be limited to liability arising out of hired and/or non-owned automobiles, as applicable; and (ii) attest to the fact that the Contractor does not own or lease any automobiles used in connection with performance under the Contract, on a form provided by OGS. If, however, during the term of the Contract, the Contractor acquires or leases any automobiles that will be used in connection with performance under the Contract, the Contractor must obtain Business Automobile Liability Insurance that meets all of the requirements of this Attachment and provide proof of such coverage to OGS in accordance with the insurance requirements of any Contract resulting from this Solicitation.

6. Workers' Compensation Insurance and Disability Benefits Requirements:

Sections 57 and 220 of the New York State Workers' Compensation Law require the heads of all municipal and state entities to ensure that businesses applying for contracts have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals. **Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of a Bid or any contract renewal. A Bidder will not be awarded a Contract unless proof of workers' compensation and disability insurance is**

provided to OGS. Proof of workers' compensation and disability benefits coverage, or proof of exemption must be submitted to OGS at the time of notification of tentative award, policy renewal, contract renewal and upon request. Proof of compliance must be submitted on one of the following forms designated by the New York State Workers' Compensation Board. **An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.**

Proof of Compliance with Workers' Compensation Coverage Requirements:

- Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers' Compensation Board's website (www.wcb.ny.gov);
- Form C-105.2 (9/07), Certificate of Workers' Compensation Insurance, sent to OGS by the Contractor's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, they will provide Form U-26.3 to OGS upon request from the Contractor; or
- Form SI-12, Certificate of Workers' Compensation Self-Insurance, available from the New York State Workers' Compensation Board's Self-Insurance Office, or
- Form GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance, available from the Contractor's Group Self-Insurance Administrator.

Proof of Compliance with Disability Benefits Coverage Requirements:

- Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers' Compensation Board's website (www.wcb.ny.gov);
- Form DB-120.1, Certificate of Disability Benefits Insurance, sent to OGS by the Contractor's insurance carrier upon request; or
- Form DB-155, Certificate of Disability Benefits Self-Insurance, available from the New York State Workers' Compensation Board's Self-Insurance Office.

An instruction manual clarifying the New York State Workers' Compensation Law requirements is available for download at the New York State Workers' Compensation Board's website. Once on the site, click on the Employers/Businesses tab and then click on Employers' Handbook.

Contractor acknowledges that failure to obtain and/or keep in effect any or all required insurance on behalf of OGS constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all other legal remedies available to OGS. Contractor's failure to obtain and/or keep in effect any or all required insurance shall also provide the basis for OGS' immediate termination of any contract resulting from this Solicitation, subject only to a five (5) business day cure period. Any termination by OGS under this section shall in no event constitute or be deemed a breach of any contract resulting from this Solicitation and no liability shall be incurred by or arise against the Office of General Services, its agents and employees therefore for lost profits or any other damages.



**Office of
General Services**

ANDREW M. CUOMO
Governor

ROANN M. DESTITO
Commissioner

Request for Proposal (RFP) #2204

Appendix E

Human Resources Management System (HRMS)

MWBE and EEO Requirements

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BY NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

I. New York State Law

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”), the New York State Office of General Services (“OGS”) is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-owned Business Enterprises (“MWBEs”) and the employment of minority group members and women in the performance of OGS contracts.

II. General Provisions

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract, and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for MWBEs. Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, State, or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, breach of contract, withholding of funds, liquidated damages pursuant to clause IX of this section, and/or enforcement proceedings as allowed by the Contract and applicable law.

III. Equal Employment Opportunity (EEO)

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all Contractors, and any subcontractors, awarded a subcontract over \$25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to, the contracting State agency (the “Work”) except where the Work is for the beneficial use of the Contractor.

1. Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate, or distinct from the Contract; or (ii) employment outside New York State.
2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor's equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.

B. Form EEO 100 - Staffing Plan

To ensure compliance with this section, the Contractor agrees to submit, or has submitted with the Bid, a staffing plan on Form EEO 100 to OGS to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.

C. Form EEO 101 - Workforce Utilization Reporting Form (Commodities and Services) ("Form EEO-101-Commodities and Services")

1. The Contractor shall submit, and shall require each of its subcontractors to submit, a Form EEO-101-Commodities and Services to OGS to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Form EEO-101-Commodities and Services must be submitted electronically to OGS at EEO_CentCon@ogs.ny.gov on a quarterly basis during the term of the Contract by the 10th day of April, July, October, and January.
2. Separate forms shall be completed by Contractor and all subcontractors.
3. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.

D. Contractor shall comply with the provisions of the Human Rights Law and all other State and federal statutory and constitutional non-discrimination provisions. Contractor and

subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. Contract Goals

- A. **OGS hereby establishes an overall goal of 30% for MWBE participation, 15% for Minority-Owned Business Enterprises (“MBE”) participation and 15% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of MBEs and WBEs).** The total Contract goal can be obtained by utilizing any combination of MBE and/or WBE participation for subcontracting and supplies acquired under the Contract.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract goals established in clause IV-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address:
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528>.
The MWBE Regulations are located at 5 NYCRR §§ 140 – 145. Questions regarding compliance with MWBE participation goals should be directed to the Designated Contacts within the OGS Office of Minority- and Women-Owned Business Enterprises. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women’s Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.
- C. Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract (see clause VII below).

V. MWBE Utilization Plan

- A. In accordance with 5 NYCRR § 142.4, Bidders are required to submit a completed Utilization Plan on Form MWBE 100 with their bid.
- B. The Utilization Plan shall list the MWBEs the Bidder intends to use to perform the Contract, a description of the Contract scope of work the Bidder intends the MWBE to perform to meet the goals on the Contract, and the estimated or, if known, actual dollar amounts to be paid to an MWBE. By signing the Utilization Plan, the Bidder acknowledges that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of

payments. Any modifications or changes to the agreed participation by New York State Certified MWBEs after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OGS.

- C. By entering into the Contract, Bidder/Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. When an MWBE is serving as a broker on the Contract, only 25 percent of all sums paid to a broker shall be deemed to represent the commercially useful function performed by the MWBE.
- D. OGS will review the submitted MWBE Utilization Plan and advise the Bidder of OGS acceptance or issue a notice of deficiency within 30 days of receipt.
- E. If a notice of deficiency is issued; Bidder agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder and direct the Bidder to submit, within five (5) business days of notification by OGS, a request for a partial or total waiver of MWBE participation goals on Form BDC 333. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- F. OGS may disqualify a Bidder's bid/proposal as being non-responsive under the following circumstances:
 - (a) If a Bidder fails to submit an MWBE Utilization Plan;
 - (b) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - (c) If a Bidder fails to submit a request for waiver; or
 - (d) If OGS determines that the Bidder has failed to document good faith efforts.
- G. If awarded a Contract, Contractor certifies that it will follow the submitted MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in clause IV-A of this Section.
- H. Bidder/Contractor further agrees that a failure to submit and/or use such completed MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

VI. Request for Waiver

- A. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts of the OGS Office of Minority- and Women-Owned Business Enterprises for guidance.
- B. In accordance with 5 NYCRR § 142.7, a Bidder/Contractor who is able to document good faith efforts to meet the goal requirements, as set forth in clause VII below, may

submit a request for a partial or total waiver on Form BDC 333, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its MWBE Utilization Plan. If a request for waiver is submitted with the MWBE Utilization Plan and is not accepted by OGS at that time, the provisions of clauses V(C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) business days of receipt.

- C. Contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to OGS, but must be made no later than prior to the submission of a request for final payment on the Contract.
- D. If OGS, upon review of the MWBE Utilization Plan and Monthly MWBE Contractor Compliance Reports, determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE contract goals.

VII. Required Good Faith Efforts

In accordance with 5 NYCRR § 142.8, Contractors must document their good faith efforts toward utilizing MWBEs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- A. A list of the general circulation, trade, and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations, and any responses thereto.
- B. A list of the certified MWBEs appearing in the Empire State Development ("ESD") MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
- C. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.
- D. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
- E. Dates of any pre-bid, pre-award, or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
- F. Other information deemed relevant to the request.

VIII. Monthly MWBE Contractor Compliance Report

- A. In accordance with 5 NYCRR § 142.10, Contractor is required to report Monthly MWBE Contractor Compliance to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achievement of the Contract MWBE goals. OGS requests that all Contractors use the New York State Contract System ("NYSCS") to report subcontractor and supplier payments made by Contractor to MWBEs performing work under the Contract. The NYSCS may be accessed at . This is a New York State-based system that all State agencies and authorities will be implementing to ensure uniform contract compliance reporting throughout New York State.
- B. When a Contractor receives a payment from a State agency, it is the Contractor's responsibility to pay its subcontractors and suppliers in a timely manner. On or after the first day of each month, the Contractor will receive an email or fax notification ("audit notice") indicating that a representative of its company needs to log-in to the NYSCS to report the company's MWBE subcontractor and supplier payments for the preceding month. The Contractor must also report when no payments have been made to a subcontractor or supplier in a particular month with entry of a zero dollar value in the NYSCS. Once subcontractor and supplier payments have been entered into the NYSCS, the subcontractor(s) and supplier(s) will receive an email or fax notification advising them to log into the NYSCS to confirm that they actually received the reported payments from the Contractor. It is the Contractor's responsibility to educate its MWBE subcontractors and suppliers about the NYSCS and the need to confirm payments made to them in the NYSCS.
- C. To assist in the use of the NYSCS, OGS recommends that all Contractors and MWBE subcontractors and suppliers sign up for the following two webinar trainings offered through the NYSCS: **"Introduction to the System – Vendor training"** and **"Contract Compliance Reporting - Vendor Training"** to become familiar with the NYSCS. To view the training schedule and to register visit:
- D. As soon as possible after the Contract is approved, Contractor should visit and click on **"Account Lookup"** to identify the Contractor's account by company name. Contact information should be reviewed and updated if necessary by choosing **"Change Info."** It is important that the staff member who is responsible for reporting payment information for the Contractor be listed as a user in the NYSCS. Users who are not already listed may be added through **"Request New User."** When identifying the person responsible, please add **"- MWBE Contact"** after his or her last name (i.e., John Doe – MWBE Contact) to ensure that the correct person receives audit notices from the NYSCS. NYSCS Technical Support should be contacted for any technical support questions by clicking on the links for **"Contact Us & Support"** then **"Technical Support"** on the NYSCS website.
- E. If Contractor is unable to report MWBE Contractor Compliance via the NYSCS, Contractor must submit a Monthly MWBE Contractor Compliance Report on Form MWBE 102 to OGS, by the 10th day of each month during the term of the Contract, for

the preceding month's activity to: OGS MWBE Office, 29th Floor Corning Tower, Empire State Plaza, Albany, NY 12242. Phone: 518-486-9284; Fax: 518-486-9285.

- F. It is the Contractor's responsibility to report subcontractor and supplier payments. Failure to respond to payment audits in a timely fashion through the NYSCS, or by paper to OGS, may jeopardize future payments pursuant to the MWBE liquidated damages provisions in clause IX below.

IX. Breach of Contract and Liquidated Damages

- A. Where OGS determines that the Contractor is not in compliance with the requirements of this Contract, and the Contractor refuses to comply with such requirements, or if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, the Contractor shall be obligated to pay liquidated damages to OGS.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. If OGS determines that Contractor is liable for liquidated damages and such identified sums have not been withheld by OGS, Contractor shall pay such liquidated damages to OGS within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

X. Fraud

Any suspicion of fraud, waste, or abuse involving the contracting or certification of MWBEs shall be immediately reported to ESD's Division of Minority and Women's Business Development at (855) 373-4692.

ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/mwbe/forms>



**Office of
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Commissioner

Request for Proposal (RFP) #2204

Appendix F

Human Resources Management System (HRMS)

SDVOB Requirements

PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN OWNED BUSINESSES

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

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

I. Contract Goals

- A. OGS hereby establishes an overall goal of 6% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at: <https://ogs.ny.gov/veterans/>. Questions regarding compliance with SDVOB participation goals should be directed to the OGS Designated Contacts. Additionally, following Contract execution, Contractor is encouraged to contact the Office of General Services’ Division of Service-Disabled Veterans’ Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Contract.
- B. Contractor must document “good faith efforts” to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause IV below).

II. SDVOB Utilization Plan

- A. In accordance with 9 NYCRR § 252.2(i), Bidders are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their bid.
- B. The Utilization Plan shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to OGS.

- C. OGS will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of OGS acceptance or issue a notice of deficiency within 20 days of receipt.
- D. If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five business days of notification by OGS, a request for a partial or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- E. OGS may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:
 - (a) If a Bidder fails to submit an SDVOB Utilization Plan;
 - (b) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - (c) If a Bidder fails to submit a request for waiver; or
 - (d) If OGS determines that the Bidder has failed to document good faith efforts.
- F. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.
- G. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

III. Request for Waiver

- A. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts at OGS for guidance.
- B. In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause IV below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by OGS at that time, the provisions of clauses II (C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.
- C. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to OGS, but must be made no later than prior to the submission of a request for final payment on the Contract.
- D. If OGS, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the

notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to the primary designated contact as stipulated on the front cover of this solicitation and within the body of the solicitation itself.

IV. Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- A. Copies of solicitations to SDVOBs and any responses thereto.
- B. Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.
- C. Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified SDVOBs whom OGS determined were capable of fulfilling the SDVOB goals set in the Contract.
- D. Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- E. Other information deemed relevant to the waiver request.

V. Monthly SDVOB Contractor Compliance Report

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using form SDVOB 101 available at <https://ogs.ny.gov/veterans/> and should be completed by the Contractor and submitted to OGS, by the 10th day of each month during the term of the Contract, for the preceding month's activity to:

NYS Office of General Services
Financial Administration – Agency Procurement Office
Corning Tower, 32nd Floor, ESP
Albany, New York 12242

Please include the contract number and primary designated contact name with this report.

VI. Breach of Contract and Damages

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/veterans/>



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Commissioner

Request for Proposal (RFP) #2204

Appendix G

Human Resources Management System (HRMS)

Nondisclosure Agreement

Nondisclosure Agreement

Project Title: HRMS Project

Vendor understands and acknowledges that HRMS is a Project of the State of New York, and that the information and data to which Vendor may receive access from the State may be highly confidential. Vendor further acknowledges that disclosure of any such information to persons not authorized to receive such disclosure could constitute a violation of law and be prejudicial to the State and others.

The Vendor hereby acknowledges and agrees that Vendor will receive Attachment 5 As-Is Application Usage by Agency and Attachment 8 Infrastructure Hardware and Software (the "Attachments") on the basis of the execution of this Nondisclosure Agreement and that Vendor shall comply with the terms of this Nondisclosure Agreement with respect to the handling and distribution of the information contained in the Attachments.

Vendor acknowledges and agrees that the information contained in the Attachments shall at all times remain the sole property of the State and shall only be disclosed by Vendor, its employees, agents, consultants or subcontractors to a person or entity, including, but not limited to, a parent, subsidiary or affiliate of Vendor or its agents, consultants or subcontractors, that 1) has a valid business need to know such information in order to perform work on a bid or potential contract for the HRMS Project, and 2) has signed a copy of this agreement. Vendor shall advise any such entities or individuals of the confidential nature of the information and of Vendor's duty to maintain said confidentiality prior to the disclosure of any information.

All information disclosed by the State to Vendor or acquired by Vendor from or through the HRMS Project, including during any interview process, shall remain confidential and not subject to disclosure by Vendor or anyone acting on its behalf to any other person except as provided above. Vendor shall contact the State whenever any outside request for such information is made.

Vendor will either return all confidential information or material provided by the State to the State or certify to the State that all electronic, optical or other copies have been destroyed either 1) with its bid if it submits a bid, or 2) by the bid due date if it does not submit a bid. Vendor understands that continued retention of confidential information by Vendor is unauthorized and may be unlawful.

This agreement shall take effect immediately upon execution and shall survive beyond the bid due date.

I have read the foregoing Nondisclosure Agreement, acknowledge that it is binding upon the Vendor and upon me and agree to abide by all terms of this Agreement.

Vendor: _____

By: _____

Date: _____



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Request for Proposal (RFP) #2204

Appendix H

Human Resources Management System (HRMS

Compliance with Confidentiality and Security Procedures

Appendix H – Compliance with Confidentiality and Security Procedures

_____ (the “Contractor”) certifies that it has communicated to the undersigned individual all confidentiality and security procedures with which the Contractor and its employees, agents and subcontractors are required to comply in the performance of contract number _____ (the “Contract”) with the State of New York.

The undersigned individual has reviewed the confidentiality and security procedures in RFP Section 6.4 - Confidentiality and in HRMS Attachment 12 - IT Contract Clauses and warrants, covenants and represents that they will comply with the same in performance of their duties with respect to the Contract as directed by the Contractor.

Individual

Printed Name: _____
Job Title assigned for
this Project: _____
Signature _____
Date: _____

Contractor

Printed Name: _____
Title: _____
Signature _____
Date: _____

Completed form must be submitted to:

Division of Financial Administration
New York State Office of General Services
Corning Tower, 32nd Floor
Empire State Plaza
Albany, NY 12242
Attention: Amber Risch



**Office of
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Request for Proposal (RFP) #2204

Appendix I

Human Resources Management System (HRMS)

Diversity Practices Questionnaire

DIVERSITY PRACTICES QUESTIONNAIRE (DP-Questionnaire)

1) Does your company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives?

_____ No.

_____ Yes.

If yes, provide the name, title, description of duties, and evidence of initiatives performed by this individual or individuals within the last fiscal year (use additional sheets if necessary):

2) What percentage of your company's gross revenues (from your prior fiscal year) was paid to New York State certified minority or women-owned business enterprises ("MWBEs") as subcontractors, suppliers, joint-venturers, partners or other similar arrangement, for the provision of goods or services to your company's clients or customers?

_____ %.

Provide evidence to support this such as audited financial statements, copies of cancelled checks, certified statements from certified MWBEs confirming payment, etc.

3) What percentage of your company's overhead (i.e., those expenditures that are not directly related to the provision of goods or services to your company's clients or customers) or non-contract-related expenses (from your prior fiscal year) was paid to MWBEs as suppliers/contractors?

_____ %.

Provide evidence to support this such as audited financial statements, copies of cancelled checks, certified statements from certified MWBEs confirming payment, etc.

4) Does your company provide technical training¹ to minority- or women-owned business enterprises?

_____ No.

_____ Yes.

¹ Technical training is the process of teaching employees how to more accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales, and service tactics related specifically to their industry, and more. Technical skills are job-specific, as opposed to soft skills, which are transferable.

If yes, provide the title and description of all technical program (must relate solely to your industry), duration (hours/weeks/months), number of NYS certified MWBEs participating and number of persons employed by NYS certified MWBEs trained within the last fiscal year (use additional sheets if necessary):

5) Is your company participating in a government-approved minority- or women-owned business enterprise mentoring program?

_____ No.

_____ Yes.

If yes, provide the name, title, description of the mentoring program, including time and resource commitments, government agency involved in regulating the program, how the mentee meaningfully participates in the delivery of contract requirements, the names of all mentee organizations involved in the program within the last fiscal year as well as copies of all such mentee programs including terms, agreements, expectations and metrics for success of the mentoring program (use additional sheets if necessary):

6) Does your company include specific quantitative goals for the utilization of minority- or women-owned business enterprises in its non-government procurements?

_____ No.

_____ Yes.

If Yes, provide a description of such non-government procurements (including time period, goal, scope and dollar amount) and indicate the percentage of the goals that were attained within the last fiscal year.

7) Does your company have a formal minority- or women-owned business enterprise supplier diversity program?

_____ No.

_____ Yes.

If yes, provide a description of the supplier diversity programs including requirements for participation, elements of the program, outreach, training and education efforts by your company to increase participation or capacity of minority- and women-owned business

enterprises and the names and address of such businesses and the activities conducted within the last fiscal year (use additional sheets if necessary):

8) Does your company plan to enter into partnering or subcontracting agreements with New York State certified MWBEs to carry out your obligations under the Contract, if selected as the successful bidder?

____ No.

____ Yes.

If yes, and if the Solicitation for this procurement includes MWBE goals, complete a Utilization Plan on Form MWBE 100, and submit with the Bid as required in the Solicitation. This form is available at: .

If yes, but there are no MWBE goals in the Solicitation, identify the following for each MWBE you plan to utilize on the awarded Contract (add additional pages if necessary):

MWBE Subcontractor/Supplier Name:

Name of the person you contacted within that MWBE Company:

MWBE address:

MWBE phone number: _____

MWBE email address: _____

Whether MBE or WBE (if dual certified select only one): _____

MWBE Federal Employer Identification Number: _____

Detailed description of the commercially useful work to be provided by the MWBE:

Estimated % of the value of the resulting contract work to be performed by the MWBE: _____

PLEASE NOTE: If there were no MWBE goals identified within the Solicitation and Bidder is awarded points during the evaluation for its response to Question 8, Bidder agrees that, if awarded a Contract, the information Bidder provided regarding the utilization of MWBEs on the Contract shall be used to set an MWBE goal on the awarded Contract. Bidder further agrees that it will submit to OGS, within five business days of request, a Utilization Plan on Form MWBE 100 confirming Bidder's agreement to make good-faith efforts in the utilization of MWBEs to meet that MWBE goal during the term of the awarded Contract. Failure to submit the completed Form MWBE 100 as required may delay or prevent award of a Contract.

All information provided in connection with the questionnaire is subject to audit and any fraudulent statements are subject to criminal prosecution and/or debarment in accordance with Executive Law § 316.

Signature of Owner/Official

Printed Name of Signatory

Title

Name of Business

Address

City, State, ZIP

Date

STATE OF _____)
COUNTY OF _____) ss:

On the _____ day of _____, 202_, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this certification and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on this certification, the individual, or the person upon behalf of which the individual acted, executed this certification.

Notary Public



Request for Proposal (RFP) #2204

Appendix J

Human Resources Management System (HRMS)

Diversity Practice Scoring Matrix

*Digital version may be found at:

<https://ogs.ny.gov/procurement/bid-opportunities>

New York State Diversity Practices Scoring Matrix



ANDREW M. CUOMO
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ROANN M. DESTITO
Commissioner

Request for Proposal (RFP) #2204 For A Human Resources Management System (HRMS) System Integrator (SI) NYS Office of General Services ESP, Corning Tower, 32nd Floor, Albany, NY 12242

Appendix J - Diversity Practices Scoring Matrix (DP-Matrix)

Bidder Name:

Questions							
Q1 - CDO or other person tasked with function					Yes	No	Total
					5 pts	0 pts	
Q2 - Percentage of prior yr. revenues that involved MWBEs as subs or JVs/partners							
	20%+	15-19%	10-14%	5-9%	1-4%	0%	
	20 pts	14 pts	10 pts	6 pts	2 pts	0pts	

New York State Diversity Practices Scoring Matrix

Q3 - Percentage of overhead expenses paid to MWBEs	20%+	15-19%	10-14%	5-9%	1-4%	0%	
	16 pts	10 pts	7 pts	4 pts	1 pts	0pts	
Q4 - Minority- and women-owned business enterprises Training			Robust	Moderate	Minimum	None	
			16 pts	8 pts	4 pts	0 pts	
Q5 - Minority- and women-owned business enterprises Mentoring			Robust	Moderate	Minimum	None	
			12 pts	8 pts	4 pts	0 pts	
Q6 - Written minority- and women-owned business enterprises goals included in the company's procurements			Robust	Moderate	Minimum	No	
			20 pts	12 pts	6 pts	0 pts	
Q7 - Formal Supplier Diversity Program			Robust	Moderate	Minimum	No	
			6 pts	4 pts	2 pts	0 pts	

New York State Diversity Practices Scoring Matrix

Q8 - Utilization Plan							
			Robust	Moderate	Minimum	No	
			5 pts	3 pts	1 pts	0 pts	
Total Diversity Score (Max 100 pts)							
Weighted Score 5% of Technical pts							



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Request for Proposal (RFP) #2204

Appendix K

Human Resources Management System (HRMS)

Deliverable Acceptance Form

DELIVERABLE ACCEPTANCE FORM FOR:		Date:
<Deliverable Title>		<Date>
Statement of Submission		
[Provide description of deliverable items for acceptance and include information in the table below.]		
Deliverable Identifier	Deliverable Produced	
<TBD>	<Deliverable Title>	

Submittal Details	
Submitted by (Name)	
Submitted by (Title)	
Signature of Submitter	
Date Delivered	

NYS Statement of Acceptance – HRMS Project Team		
<input type="checkbox"/> Accepted	<input type="checkbox"/> Accepted with Exceptions	<input type="checkbox"/> Not Accepted
Exceptions or Reason for Rejection:		
Accepted by (Name/Title)		
Signature		Date:

NYS Statement of Acceptance – Project Director		
<input type="checkbox"/> Accepted	<input type="checkbox"/> Accepted with Exceptions	<input type="checkbox"/> Not Accepted
Exceptions or Reason for Rejection:		
Accepted by (Name/Title)		
Signature		Date:

NYS Statement of Acceptance – Governance Board		
<input type="checkbox"/> Accepted	<input type="checkbox"/> Accepted with Exceptions	<input type="checkbox"/> Not Accepted
Exceptions or Reason for Rejection:		
Accepted by (Name/Title)		
Signature		Date:

Attachment:



**Office of
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Governor

ROANN M. DESTITO
Commissioner

Request for Proposal (RFP) #2204

Appendix L

Change Request

The state reserves the right to reasonably amend a fixed-price deliverable, with or without a cost increase, provided the amendment does not materially change the scope of the deliverable. Although the state has endeavored to identify the many tasks associated with a fixed-price deliverable (Tasks), additional Tasks that can reasonably be anticipated to carry out the deliverable shall be within the scope of the deliverable and shall not result in a cost increase. If a change order results in a cost increase, the increased cost shall be treated as Additional Services and calculated using the Additional Services rates bid by the Contractor. Written approval is required from both the contractor and the state regarding the change order.

INITIATOR OF PROPOSED CHANGE			
Name	Project Role	Phone Number	Email
Project Title			Request Date

DESCRIPTION OF PROPOSED CHANGE
Description of Proposed Change
Reason for Change and Impact of Not Making Change

CONTRACTOR RESPONSE
Complexity
Impact on Operations

CONTRACTOR NO COST CHANGE REVIEW				
Name	Role	Recommendation (Approved/Rejected)	Signature	Date

Proposed Change is ☐ Approved ☐ Rejected by the Contractor

Signature: _____ Title: _____

Printed Name: _____ Date: _____

Comments (Add attachments as necessary)

STATE NO-COST CHANGE REVIEW				
Name	Role	Recommendation (Approved/Rejected)	Signature	Date

Proposed Change is ☐ Approved ☐ Rejected by the State

Signature: _____ **Title:** _____

Printed Name: _____ **Date:** _____

Comments (Add attachments as necessary)



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Attachment 1

Human Resources Management System (HRMS)

Cost Proposal Form

*Digital version may be found at:

<https://ogs.ny.gov/procurement/bid-opportunities>



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Attachment 2

Human Resources Management System (HRMS)

Proposal Submission Checklist

*Digital version may be found at:

<https://ogs.ny.gov/procurement/bid-opportunities>



Request for Proposal (RFP) #2204

Attachment 3

Human Resources Management System (HRMS)

Requirements Traceability Matrix (RTM)

*Digital version may be found at:

<https://ogs.ny.gov/procurement/bid-opportunities>



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Attachment 4

Human Resources Management System (HRMS)

As-Is Description

Table of Contents

1.	INTRODUCTION	1
2.	PEOPLESFT SOFTWARE VERSIONS IN USE.....	1
3.	AS-IS POPULATIONS.....	2
3.1	Populations in BSC-HCM.....	2
3.2	Populations in NYBEAS.....	2
3.3	Populations in NYSTEP	3
3.4	Existing Systems User Accounts.....	3
4.	NEW YORK BENEFITS ELIGIBILITY AND ACCOUNTING SYSTEM (NYBEAS)	3
4.1	ARS Carriers.....	6
4.2	Bank Interface.....	7
4.3	Centers for Medicare and Medicaid Services (CMS).....	7
4.4	Cornell University.....	8
4.5	New York State and Local Retirement System (NYSLRS)	8
4.6	Health Benefits Administrators (HBAs).....	9
4.7	Insurance Carriers	9
4.8	Internal Revenue Service (IRS) Report.....	11
4.9	Letter/Card Printing Systems	11
4.10	New York State Electronic Personnel (NYSTEP)	11
4.11	New York State Health Insurance Plan (NYSHIP) Financials	11
4.12	New York State Insurance Fund (NYSIF).....	11
4.13	New York State Teachers' Retirement System (NYSTRS).....	12
4.14	NYBEAS Data Extracts	13
4.15	NYS Statewide Financial System (SFS).....	14
4.16	NYS Workers' Compensation Board (WCB).....	14
4.17	OSC Payroll System (PayServ).....	14
5.	NEW YORK STATE ELECTRONIC PERSONNEL (NYSTEP)	16
5.1	Division of Budget (DOB) Database.....	19
5.2	Eligible List Management System (ELMS)	20
5.3	New York State and Local Retirement System (NYSLRS)	20
5.4	Human Capital Management (HCM)	20
5.5	New York State Thruway Authority (NYSTA)	20
5.6	NYBEAS	20
5.7	NYSTEP Online Reports.....	20
5.8	Payroll Certification	21
5.9	Payroll Master File	21
5.10	Payroll System (PayServ)	21
5.11	PER Daily Extracts.....	21
5.12	Personnel Transactions (PER) Batch.....	21
5.13	Reemployment System	22
5.14	Reporting Instance.....	22

5.15	Web Applications	22
6.	HUMAN CAPITAL MANAGEMENT (HCM)	23
6.1	HCM Data Extracts	25
6.2	Leave and Accrual Tracking System—NY (LATS-NY)	25
6.3	Master Employee Database Information Program (MEDIP)	26
6.4	Payroll Master File Split	26
6.5	NYS Directory Services.....	26
6.6	NYSTEP	26
6.7	Payroll System (PayServ)	26
6.8	Reporting Instance.....	26
6.9	Routine Production Maintenance	27

List of Figures

Figure 1, As-Is Context Diagram.....	1
Figure 2, NYBEAS Context Diagram	6
Figure 3, NYSTEP Context Diagram.....	17
Figure 4, NYSTEP Interface Diagram	18
Figure 5, NYSTEP Processing Diagram	19
Figure 6, HCM Context Diagram.....	24
Figure 7, BSC-HCM Detailed Overview	25

List of Tables

Table 1, Existing PeopleSoft Versions in Use	1
Table 2, Current BSC-HCM Employee Record Counts	2
Table 3, Current NYBEAS Contract Holder and Dependent Record Counts	2
Table 4, NYSTEP Employee Counts	3
Table 5, As-Is System User Accounts.....	3

1. INTRODUCTION

A consortium of New York State (NYS) executive branch agencies is seeking to implement a PeopleSoft Human Resource Management System (HRMS) for NYS agencies, local governments, and public authorities. The consortium of agencies relies upon the composition of the New York State Electronic Personnel (NYSTEP) system, New York Benefits Eligibility and Accounting System (NYBEAS), and the New York State Office of General Services (OGS) Business Services Center (BSC) Human Capital Management (HCM) system to perform human resource management. All three systems are running extensively customized versions of the PeopleSoft software application.

Figure 1 provides a high-level view of the overall as-is environment. The three existing systems are further described in the sections that follow.

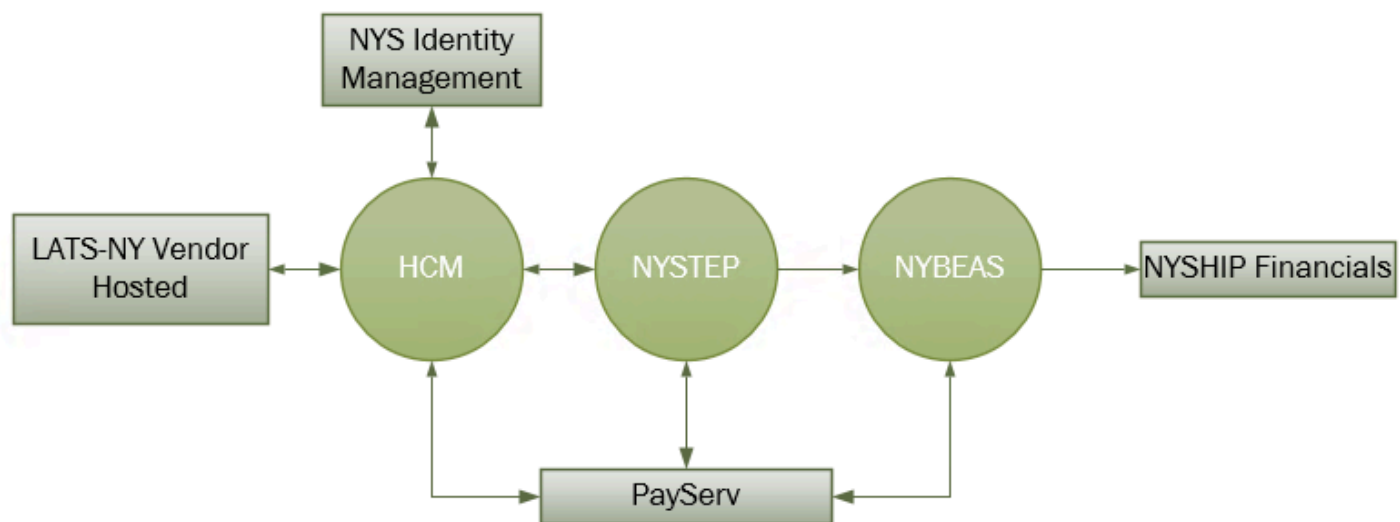


Figure 1, As-Is Context Diagram

2. PEOPLESOFT SOFTWARE VERSIONS IN USE

Table 1 provides information on the PeopleSoft, PeopleTools, and associated software versions in use.

Table 1, Existing PeopleSoft Versions in Use

System	PeopleSoft	PeopleTools	Database	WebLogic	Tuxedo	OHS	Apache
NYSTEP	HCM (HRMS) 8.3	8.22.18	10.2	8.1sp6p9	8.1RP341	NA	2.2
NYBEAS	HCM (HRMS) 9.0	8.49.07	11.1	9.2mp3p9	9.1RP122	NA	2.2
NYSHIP Financials	FSCM 8.8	8.46.18	10.2	8.1sp6p9	8.1RP341	NA	NA
BSC-HCM	HCM 9.2 (Image 5)	8.55.25	12.1.0.2	12.1.3	12.1.3	11.1.1.7.0	NA

3. AS-IS POPULATIONS

This section provides the record counts by system.

Active employees include those on Paid Leave of Absence (PLA) and Leave of Absence (LOA).

The following employee record counts are the counts of active employee records. Rows of historical data for employees are not included.

NYBEAS and NYSTEP serve overlapping executive agency employee populations, which results in some duplication of employee data across the two systems. NYBEAS and NYSTEP also serve some unique NYS nonexecutive agency employee populations.

3.1 Populations in BSC-HCM

The BSC-HCM system contains the number of employees indicated in Table 2.

Table 2, Current BSC-HCM Employee Record Counts

Active Employees	Inactive Employees
~40,000	~16,500

3.2 Populations in NYBEAS

NYBEAS contains the number of contract holders and dependents indicated in Table 3.

Table 3, Current NYBEAS Contract Holder and Dependent Record Counts

Type	Contract Holders	Dependents
COBRA	11,204	7200
Deceased	606	691
Employee	330,256	462,586
Long-Term Disability	2	0
Non-Employee Enrollee	379	558
Preferred List	135	112
Retiree	266,110	150,976
Survivor	23,634	1,127
Vestee	587	971
Young Adult Dependents	117	0
Totals	623,056	617,691

NYBEAS maintains employee records for approximately:

1. 450 NYS agencies.
2. 97 Participating employers (PEs).
3. 804 Participating agencies (PAs).

In addition, the NYBEAS Monitor Health and Safety module supports the NYS Accident Reporting System (ARS), which contains records for approximately 250,000 employees covering 392 agencies. ARS is described in further detail in Section 4.

3.3 Populations in NYSTEP

The NYSTEP system contains the number of employee records indicated in Table 4.

Table 4, NYSTEP Employee Counts

Active and Historical Employees	Legacy System Employees
500,000+	747,580

3.4 Existing Systems User Accounts

The number of user accounts in BSC-HCM, NYBEAS, and NYSTEP are provided in Table 5. Please note that it is expected that there will be a significant increase in user accounts (employees and managers) once self-service functionality is deployed as part of an ePerformance Pilot.

Table 5, As-Is System User Accounts

System	User Accounts
BSC-HCM	~850
NYBEAS	~4400
NYSTEP	~2500

4. NEW YORK BENEFITS ELIGIBILITY AND ACCOUNTING SYSTEM (NYBEAS)

NYBEAS is the benefits and accounting system that contains information about NYS agencies, PEs, and PAs for both active and retired employees and their dependents. NYBEAS is used primarily by the New York State Department of Civil Service (DCS), to track employee and dependent demographics, employment history, benefits eligibility, and enrollment for health, dental, vision, life insurance, Management Confidential Income Protection Plan (M/C IPP), and Paid Family Leave (PFL). The system is also used to track accounting related to the payment of benefits, the recovery of insurance premiums, and to record, report, and track claims for incidents involving work-related injuries. NYBEAS maintains a record of employee personnel information that could affect an employee's benefits. The population served in NYBEAS includes not only state employees but also PEs, active and retired employees, local government (PAs) employees and retirees, other miscellaneous

inactive employee populations (as included below) and, for all those populations, any dependents. The approximate total of records in NYBEAS is provided in Section 3.

There are many employees in NYBEAS who are not in NYSTEP, BSC/HCM, or PayServ. Those employees' records contain the minimum job data information necessary to assign benefit programs, benefit plans, and enrollment information and to calculate benefit deductions using the PeopleSoft Benefits Billing module. NYBEAS houses all the benefits and benefits administration information for NYS. NYBEAS is the source of record for enrollment, dependent data, benefit plan information, and benefit rates.

NYBEAS maintains employee/enrollee records for:

1. NYS Agencies—Those departments and agencies (executive, judicial, and legislative) of the state maintained and financed from special or administrative funds. For the New York State Office of Mental Health (OMH), there are 34 departments across 300–400 locations. For the New York State Office for People With Developmental Disabilities (OPWDD), there are 16 departments across 1,200–1,300 locations. The agency list is provided in HRMS Attachment 5 - As-Is Application Usage by Agency.
2. Participating Employers—Those that are a public authority, public benefit corporation, or other public agency, subdivision, or quasi-public organization of the state.
3. Participating Agencies—Any unit of local government, such as school districts, municipal corporations, and other miscellaneous special districts (fire depts, libraries, etc.).

The different NYBEAS enrollee benefit populations described above follow different business processes. For example, most PEs are not subject to DCS merit system rules associated with the hiring processes.

NYBEAS contains enrollee records for participants in the New York State Health Insurance Program (NYSHIP), including the employees/enrollees indicated in Table 3, Current NYBEAS Contract Holder and Dependent Record Counts.

NYBEAS will send enrollee premium deduction records to the Office of the New York State Comptroller (OSC) PayServ payroll system, where OSC will perform payroll operations.

Interfaces have been developed between NYSTEP and NYBEAS to allow NYBEAS to pull data from NYSTEP based on events and triggers. The interfaces are typically executed through daily batch job processing and not real-time interfaces. The reliability of data synchronization between NYSTEP and NYBEAS is not always reliable and occasionally requires manual review and confirmation that data has been synchronized properly.

NYBEAS performs address validation in three parts:

1. On address-related pages, PeopleCode edits are executed on the zipcode field to look up the city, state, and county for the zip code entered, which are matched against a custom table that contains information truncated and repopulated monthly from a file received from the United States Postal Service (USPS).
2. A weekly batch process makes some automatic updates (e.g., on addresses, it can recognize misspelled city or county names) and reports on potentially improper addresses based on a variety of cross checks. The following reports are created from this process:
 - a. Zip code table update and invalid address agency.
 - b. Invalid benefit user addresses (Comma-Separated Values [CSV]).

- c. Agency labels for invalid address agency.
3. An Adobe ColdFusion Enrollee Self-Service application uses a web service to verify address data against a USPS database to clean up any enrollee address change transactions.

NYBEAS communicates with some of its interfacing systems using form codes. The codes include:

1. Code C2—First Report of Injury (FROI)
2. Code C6—NYSIF does not dispute the claim and begins to pay the employee for his/her lost time as a result of the work-related injury.
3. Code C7—NYSIF disputes the claim for a specific reason. Form code C7 represents the scenario where NYSIF is controverting or disputing a claim, so information as to why that might be is accompanied by that form code in the file feed.
4. Code C8—Detailed employer reimbursement information specific to an injured employee, which is used by HRMS to restore the employee's leave credits.
5. Code C9—NYSIF does not dispute the claim but does not begin payment of the compensation for a specific reason.
6. Code C11—Employee's change in employment status includes return to work, discontinuance of work, increase or decrease of regular hours of work, or increase or reduction of wages.

NYBEAS Accident Reporting System

The Health and Safety Module of NYBEAS (also referred to as Accident Reporting System [ARS]) is the intake system for almost all NYS agencies' work accidents and injuries. Cases start by coming through a Custom Call Center component (a modified version of the Incident Details component). Information for each case is entered into this component, primarily by the Human Services Call Center (HSCC), a division of New York State Office of Children and Family Services (OCFS). Once a case is entered into the Call Center component and saved, a worklist is generated and sent to the NYS agency personnel administrator responsible for working accident reporting cases for that agency. That personnel administrator will finish providing the needed information for the incident using the Injury/Illness component (a modified version of the Injury Details component) to complete and submit a claim. The claim will be included in the First Report of Injury (FROI) file, which gets sent to the New York State Insurance Fund (NYSIF).

The ARS is comprised of the following components:

1. Call Center—Used to enter an initial workers' compensation incident or update an existing incident.
2. Injury/Illness—Allows employees to view or edit personnel information, Public Employee Safety and Health (PESH) reports, and the FROI.
3. Claims Management—Provides users access to an incident's NYSIF determinations (C6, C7, C8, or C9). Also, users who have a recorded incident can complete the C11 form indicating a change of employment status. The personnel administrator completes the forms and they are sent out electronically to NYSIF and WCB daily.
4. Incident Data—Allows authorized users to update or correct incident information. Also allows health and safety administrators from the New York State Department of Labor's (DOL), Division of Health and Safety, to document actions taken to prevent or correct hazardous conditions.

5. Personal Information—Used to access employees' personal data, emergency contacts, and nonemployee data. Nonemployees are potential “key” person(s) involved for health and safety incidents. Nonemployees could be a witness/reporting individual to the incident that occurred, so they are recorded and tracked in the system.
6. ARS Reports—Used to access and print FROI (Form Code C2), PESH reports, claims reports, Rule 5.9 letters, broadcast system messages, incident reports, and location reports.
7. Receive ARS Broadcast System—Used to view broadcast system messages, which notify users of new, or changes to, procedures within ARS.

The online ARS manual is available at: <https://www.cs.ny.gov/man/ars/index.cfm>.

NYBEAS Interfaces

The NYBEAS interfaces are depicted in Figure 2.

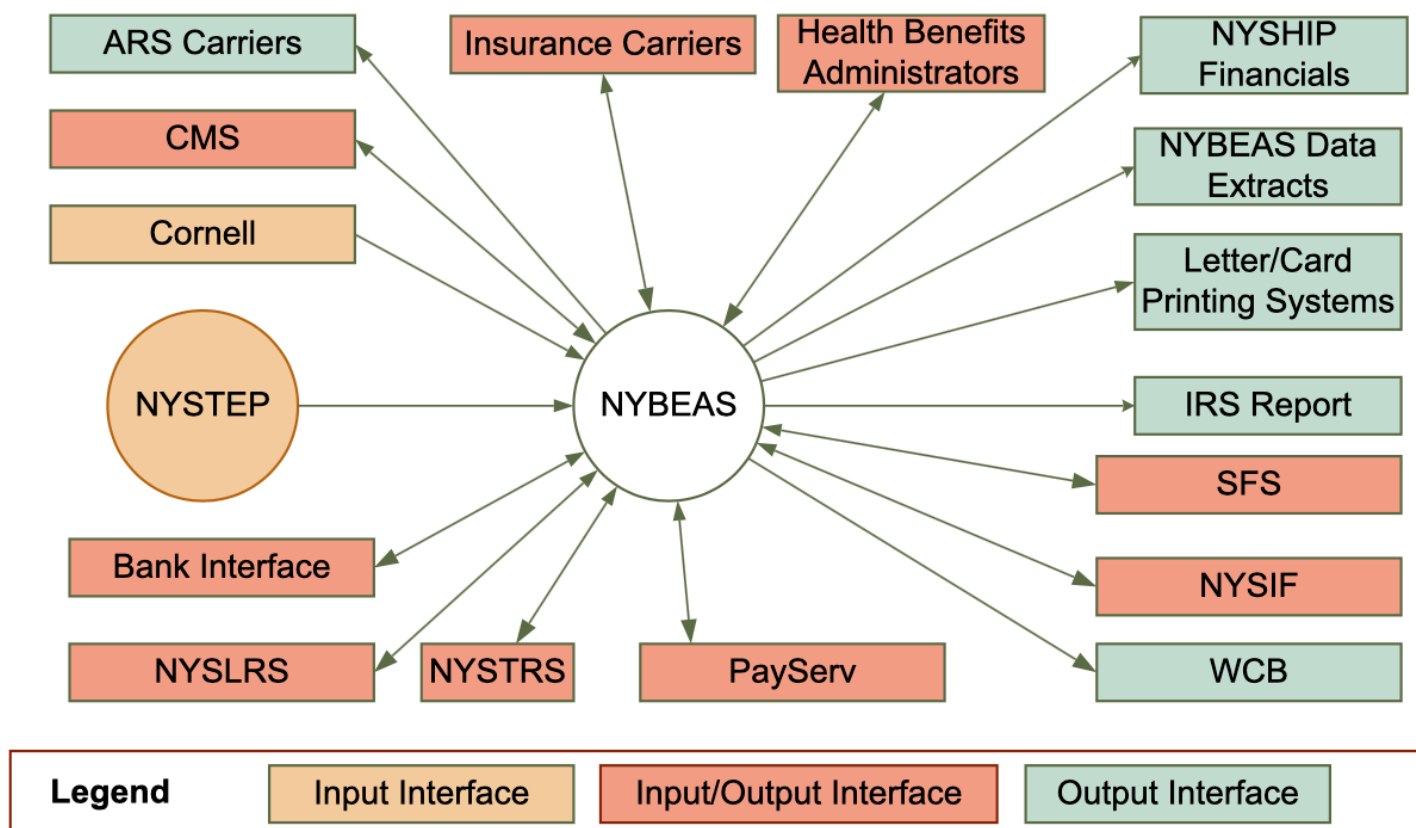


Figure 2, NYBEAS Context Diagram

The following sections provide additional detail on the NYBEAS interfaces.

4.1 ARS Carriers

A file containing ARS-related data is sent monthly by NYBEAS to the ARS carriers, which consist of United Health Care (UHC) and Blue Cross Blue Shield (BCBS). The file contains a subset of Occupational Disability

Data System (ODDS) claims data, including claimant name, department, union code, accident date, claim status, and body part codes. This data is used by the BCBS Empire Blue plan for billing verification.

4.2 Bank Interface

All benefits payments are directed to a commercial bank the state uses. NYS maintains electronic lock box accounts at the bank and receives the following payment files from the bank:

1. Regular Enrollee Cash—File containing direct pay enrollees' checks that are received by the bank and keyed in. This file is posted to NYBEAS.
2. Regular Agency Cash—File containing PA and PE checks that are received by the bank and keyed in. This file will be posted directly to the NYSHIP financial system.
3. Electronic Enrollee Cash—File containing direct pay enrollees' electronic payments. This file is posted to NYBEAS.
4. Electronic Agency Cash—File containing PA and PE electronic payments that are received. This file will be posted directly to the NYSHIP Financial System.
5. Electronic Enrollee Supplemental—File the bank sends to NYBEAS containing corresponding payment information for enrollees.
6. Electronic Agency Supplemental—File the bank sends containing corresponding payment information for agencies. This file will be posted directly to the NYSHIP financial system.

NYS sends the following files to the bank:

1. Lookup for Agencies—NYS sends the bank an agency lookup file containing unique customer information.
2. Lookup for Enrollees—NYS sends the bank an enrollee lookup file containing unique enrollee information.

4.3 Centers for Medicare and Medicaid Services (CMS)

DCS has a Voluntary Data Sharing Agreement (VDSA) with CMS, and Medicare enrollment data is shared between CMS and NYBEAS. There are three electronic files that are sent to CMS from NYBEAS, and NYBEAS receives three electronic files back from CMS. The three files are described in the following paragraphs.

Non-Medicare Secondary Payer (Non-MSP)—File that contains information pertaining to enrollees/dependents with Medicare where the benefit plan indicates eligibility for a Retiree Drug Subsidy (RDS). This file indicates the RDS that could be reimbursed to the NYSHIP program within NYBEAS. There are only two Health Maintenance Organizations (HMOs) with enrollees/dependents eligible for the RDS. An RDS initialization file is created by NYBEAS at the end of the year, to initialize the population for a subsidy with a new RDS application number. RDS information is first sent to CMS, where the enrollee and/or dependent is determined to be subsidy eligible or not. In return, a file is received from CMS indicating processed and rejected RDS records, which information is then loaded to NYBEAS.

Voluntary Data Sharing Agreement (VDSA) Query—File that contains information pertaining to all enrollees, and dependents of age 45 and over, that is sent to CMS, where the records are matched to CMS records. In

turn, a file is received from CMS indicating verification of matching records. The CMS file also provides CMS data fields, such as Medicare Beneficiary ID (MBI), Date of Death, Medicare A and Medicare B effective dates, and personal data items (such as First/Middle/Last Name, Birthdate, Sex).

Medicare Secondary Payer (MSP)—File that contains information pertaining to enrollees, and dependents of Age 45 and over, who do not have Medicare that is sent to CMS, where the records are matched to CMS records to verify that Medicare is not the primary insurance for this population. In turn, a file is received from CMS indicating verification of matching records.

4.4 Cornell University

There are four NYS contract colleges at Cornell University that are affiliated with the State University of New York (SUNY) system. These colleges handle their own payroll and do not use the PayServ system. These colleges, however, participate in the NYS benefits and accounting system and are billed out of the NYBEAS, similarly to PAs and PEs. The difference with the NYS Cornell contract colleges is that NYS pays the employer share of the health insurance for the Cornell contract college enrollees, so the agency bill only reflects the employee share of premiums for all employees enrolled in health coverage. During the NYBEAS annual rate qualifier process (premium split evaluation by enrollee based on grade level/salary threshold), the Cornell contract colleges will send one file to NYBEAS containing all the Cornell contract college enrollees with corresponding rate qualifiers.

4.5 New York State and Local Retirement System (NYSLRS)

NYBEAS sends a health insurance deduction electronic file and life insurance deduction electronic file to the NYSLRS so deductions can be taken out of a pension check. Both files contain only records for NYSLRS retirees for whom there was a change in their deduction.

NYBEAS receives the following electronic files from the NYSLRS:

1. Active Member—Contains Retirement Attributes (registration number, tier, date of birth, agency, years of service, etc.) about active employees registered in the NYSLRS.
2. Address Update—Maintains another source of address information for enrollees who may change their address in the NYSLRS system but have not synchronized that change in NYBEAS. This address data is provided when the NYSLRS address contradicts what is held in NYBEAS as the primary address. This situation occurs when retired individuals maintain two residences throughout the year (“snowbirds”) and are not always as timely in notifying the DCS Eligibility Benefits Division (EBD) of their primary address change as they are with the NYSLRS. This additional address gives the EBD another place to look if reaching out to retired enrollees.
3. Health Deduction—Contains information pertaining to health insurance deductions taken from retirees’ pension checks.
4. Health Insurance Recovery—Contains information pertaining to health insurance adjustment transactions for deceased enrollees.
5. Life Insurance Deduction—Contains information pertaining to life insurance deductions taken from retirees’ pension checks.
6. Life Insurance Recovery—Contains information pertaining to life insurance adjustment transactions for deceased enrollees. Until April 2020, this was a paper report.

7. Reject—Contains information pertaining to deductions rejected by the NYSLRS due to retirees being deceased or the deductions being greater than the pension amount.
8. Retirement Update—Contains NYSLRS registration numbers, retirement systems, and retirement numbers. When a retirement number is received, it is matched to NYBEAS information based on Social Security number (SSN). If an SSN match is found and the retiree's payment method is direct pay, then based on the retirement number being received in the file, this means the retiree is receiving a pension check. If the retiree is receiving a pension, health insurance deductions will be taken out of their pension check, and the NYBEAS payment method will be changed to pension.

4.6 Health Benefits Administrators (HBAs)

NYBEAS currently sends paper reports to HBAs from the DOL's Division of Health and Safety. The reports include:

1. Agency billing statements.
2. Benefit event activity listing.
3. Report of enrollees' eligibility for Medicare in two months. Enrollees listed in this report will be eligible for Medicare in two months based on their 65th birthday being in two months.
4. Report of enrollee in Family Medical Leave status for more than 10 weeks.
5. Report of enrollee in Leave Without Pay status for 365 days.
6. Report of enrollee in Military Leave status for more than 365 days.
7. Report of Enrollee in Workers' Compensation status for more than 10 months.

NYBEAS receives the following files from HBAs:

1. A specific combination of two files to load new large agencies (new PA or PE departments that join the NYSHIP program) and their enrollee and dependent populations into the system through component interface processes. This is done once for each agency.

4.7 Insurance Carriers

NYBEAS interfaces with several insurance companies and HMOs, providing demographic information, eligibility changes, and reconciliation information.

NYBEAS sends ARS information to BCBS and UHC.

4.7.1 Health Insurance

NYBEAS provides health insurance demographic and eligibility changes—in Electronic Data Interchange (EDI) 834 standard files or flat files—to NYSHIP vendors to keep their files updated, including:

1. *CVS\Caremark.
2. Beacon.
3. BCBS.

4. Davis Vision.
5. Emblem Health.
6. MetLife.
7. UHC.
8. HMOs (approximately 16).

The demographic and eligibility changes are sent daily or weekly, based on transaction types entered in NYBEAS.

4.7.2 Prescription Drug Plan

NYBEAS sends the following electronic files to the Empire Plan Drug provider, *CVS/Caremark:

1. An EDI file indicating the employee population that does not have Medicare.
2. A flat file indicating the employee population enrolled in the Medicare Employer Group Waiver Plan (EGWP).
3. An EGWP reconciliation file.
4. A commercial reconciliation file.

The following electronic files are received by NYBEAS from CVS/Caremark:

1. EGWP Feedback—Contains transactions that CVS/Caremark received from CMS in response to the Medicare population information that NYBEAS sent to them. This file is used by NYBEAS to generate various transactions (enrollments, cancellation, changes of coverage etc.), along with the corresponding letters.
2. Medicare EGWP Membership—Loaded to NYBEAS for viewing.
3. Medicare EGWP Summary—Reports on the Medicare transactions sent from NYBEAS to CVS/Caremark, indicating those that were processed and those that were rejected. This report is reviewed by the EBD.
4. Non-Medicare Summary (Also known as the Commercial Load file)—CVS/Caremark reports on the non-Medicare transactions sent from NYBEAS to CVS/Caremark, indicating those that were processed and those that were rejected. This report is reviewed by the EBD.
5. Medicare EGWP Comparison—Received via secure email from CVS/Caremark; consists of Excel files with comparison results (e.g., those on CVS/Caremark and not on EGWP, and vice versa).
6. Non-Medicare Commercial Comparison—Received via secure email from CVS/Caremark; consists of Excel files with comparison results (e.g., those on CVS/Caremark and not on commercial, and vice versa).

4.7.3 Dental and Vision Plan

NYBEAS sends the dental and vision plan providers, Emblem Health and Davis Vision, respectively a dental reconciliation file, a military student file, and a retiree file. Emblem Health sends NYBEAS a file containing information pertaining to terminations and reinstatements of student dependents, which information is used to

update the records in NYBEAS. Military time must be earned while the dependent is between the ages of 19-25. If a dependent goes into the military during that time, their dental coverage can be extended for up to 48 months, so a separate file is sent to Emblem so they can extend coverage. Non-military dependents cannot have their dental coverage extended beyond the age of 25.

4.7.4 Paid Family Leave (PFL) and Income Protection Plan (IPP)

NYBEAS sends an eligibility file containing PFL and IPP enrollee information to MetLife.

4.8 Internal Revenue Service (IRS) Report

Each year in March, NYBEAS sends the IRS a 1099 file for imputed income for survivor enrollment participants who have domestic partners.

4.9 Letter/Card Printing Systems

NYBEAS provides electronic files to three external systems to produce letters and Medical ID cards.

1. NYBEAS sends various custom files to Benchmark Printing to produce letters and Medical ID cards for the Student Employee Health Plan (SEHP), Excelsior, and the City University of New York (CUNY). Letters include: ARS incident letters, creditable coverage letters, 65th birthday letters, auto Medicare Part D letters, and Medicare's Income-Related Monthly Adjustment Amount (IRMAA) letters.
2. NYBEAS sends various custom files to Health Logix to produce Empire Plan cards.
3. NYBEAS sends custom flat files to Vicks (a content delivery company) to produce various letters, including privacy packages, management confidential life packages, survivor packages, preferred list, and COBRA packages.

4.10 New York State Electronic Personnel (NYSTEP)

NYSTEP provides NYBEAS with leave and position information.

Please refer to the NYSTEP system description in Section 5 for further detail.

4.11 New York State Health Insurance Plan (NYSHIP) Financials

The NYSHIP financial system manages the NYSHIP accounts receivable and general ledger. This system is fed by NYBEAS via a complex billing process, in addition to payments that come from the bank lockbox for agencies. The Financial Unit business area enters deposits manually into NYSHIP.

4.12 New York State Insurance Fund (NYSIF)

NYSIF is New York's largest workers' compensation and disability benefits carrier and, more specifically, the carrier for almost all NYS agencies and departments. NYBEAS has several interfaces for data exchanges with NYSIF, including:

1. A daily outbound file to NYSIF, referred to as the FROI, which adheres closely to the International Association of Industrial Accident Boards and Commissions' (IAIABC) EDI claims standards file format.

2. A daily outbound file to NYSIF, referred to as the C11, that provides daily employer notifications to NYSIF of injured employees change in work status (leave or return to work).
3. A daily outbound incident file to NYSIF that is produced as a result of a validation process that helps ensure that all employee ID and incident date combinations stay in sync between NYBEAS and NYSIF.
4. A daily inbound acknowledgment file from NYSIF that NYSIF sends to NYBEAS as a result of how the records from the FROI were processed in the NYSIF system.
5. A daily inbound incident file from NYSIF that complements the outbound file with the related name. This file is validated by NYBEAS, and the results are provided back to NYSIF.
6. A daily inbound claims file from NYSIF, also referred to as the NYSIF determination file. In this file, rows of form codes (C6, C7, and C9, etc.) and complementary data get pulled into NYBEAS to provide feedback to which a personnel administrator can refer for information about the progress of a workers' compensation case.
7. A monthly inbound Code C8 Employer/Employee file from NYSIF. This file contains data that resides in the core record for the NYSIF determination, detailing employer reimbursement information specific to an injured employee, which is used by HRMS to restore the employee's leave credits.
8. A monthly inbound ODDS file from NYSIF. This is a historical file from NYSIF, broken down by person and claim number, containing the history of medical and compensation payments for each claim submitted. This data is used as input to create the workers' compensation annual reports (required by state law for DCS).

4.13 New York State Teachers' Retirement System (NYSTRS)

NYBEAS produces outbound electronic files that are used by NYSTRS. These files contain records only for NYSTRS retirees where there was a change in their deduction.

1. NYBEAS sends a health insurance deduction file to NYSTRS so deductions can be taken out of pension checks.
2. NYBEAS sends a life insurance deduction file to NYSTRS so deductions can be taken out of pension checks.

The NYSTRS system sends the following electronic files to NYBEAS:

1. Health Deduction—Contains health insurance deductions that were taken from retirees' pension checks.
2. NYSTRS Deceased Health Insurance Recovery Premium—Contains adjustment transactions for deceased enrollees for health insurance. This is a new file that NYBEAS began receiving and processing in May 2020; previously, it was a paper report.
3. NYSTRS Deceased Medicare Earning—Contains Medicare adjustment transactions for deceased enrollees. This is a new file that NYBEAS began receiving and processing in May 2020; previously, it was a paper report.
4. TRS Deceased Deductions Not Taken—Contains deceased enrollees' information pertaining to deductions not taken for health insurance. This is a new electronic file (Excel) that NYBEAS began receiving in May 2020 that is sent to EBD to review.

5. TRS Retirement Number—Contains NYSTRS registration numbers, retirements systems, and retirement numbers that are updated to NYBEAS. When a retirement number is received, it indicates that the individual is in the pension system, NYBEAS can stop sending them a bill, and NYBEAS can begin taking a deduction from their pension payment.

4.14 NYBEAS Data Extracts

NYBEAS provides electronic data extracts to various systems, including:

1. Affordable Care Act (ACA) data.
 - a. Payroll, enrollment, leave without pay, termination, coverage, and IRS Form 1095 file information is sent to vendor Ernst & Young (EY) to process IRS Form 1095 ACA data.
2. Billing data.
 - a. Sent to SUNY biweekly.
3. Eligibility data.
 - a. IBM Watson is sent a monthly eligibility data file that is uploaded to the Decision Support System that is used by the EBD.
4. Enrollment data—The enrollment data files contain information regarding those enrollees and dependents who have medical, dental, and/or vision coverage.
 - a. Sent to the New York State Department of Health (NYSDOH), New York State Office of the Medicaid Inspector General (OMIG), the OSC, and Civil Service Employees Association (CSEA) Employee Benefit Fund, including only medical data for enrollees and dependents.
 - b. Sent to the United Court System (UCS), including dental, vision, and medical data for enrollees and dependents.
5. Health Insurance data.
 - a. Flat files sent to NYSDOH, OMIG, and the OSC containing health insurance data for all contract holders and their dependents who have elected health insurance coverage or terminated coverage within a gifted period.
 - b. Flat files sent to the CSEA Employee Benefit Fund containing information pertaining to enrollees with health insurance on workers' compensation or on disciplinary suspension.
6. Life Insurance.
 - a. Sent to the UCS for enrollees and dependents.
7. Medicare data.
 - a. There are currently eight HMOs (Emblem Health, Excellus Blue Choice, Excellus HMOBlue, Independent Health, Capital District Physicians Health Plan [CDPHP], MVP, BlueCross BlueShield of Western NY, and BlueShield of Northeastern NY) that are Medicare Advantage. Each is sent an auto Medicare Part D Enrollments file and a manual Medicare D Enrollments file containing appropriate information (name, address, department ID, benefit program, and effective date of coverage).
8. Reconciliation data.

- a. HMOs are sent reconciliation data monthly.

4.15 NYS Statewide Financial System (SFS)

NYS has some pay groups that are biweekly (weekly alternating administrative and institutional pay groups) and some that are monthly. On a weekly and monthly basis, NYBEAS sends eight after-tax refund bulk load electronic files to SFS corresponding to a payment method. There is also one after-tax bulk load file that is sent to SFS containing Medicare IRMAA refunds.

SFS sends corresponding files to NYBEAS indicating whether each of the after-tax refunds that SFS received was processed or rejected.

4.16 NYS Workers' Compensation Board (WCB)

A daily electronic C-11 file is sent by NYBEAS to the WCB, which takes all information from ARS provided by the agency personnel administrators for when there is a change in employment status of an injured employee, as reported on the FROI.

4.17 OSC Payroll System (PayServ)

PayServ is used to manage payroll operations for those NYS agencies that are required to have their paychecks calculated and generated by OSC. PayServ provides payroll capabilities, including recording all salary transactions, maintaining all salary administration tables, and maintaining all payroll tables.

NYBEAS and PayServ exchange several electronic files to manage benefits and payroll.

NYBEAS receives the following 12 electronic inbound files from PayServ weekly:

1. Job Data Full Extract—Extract of data, meaning all rows, from the PayServ PS_JOB record with 21 fields of data. NYBEAS uses this data for many processes, including: 1) annual (and weekly for some unions) rate qualifier change (health benefit premium employer/employee split based on salary grade); 2) weekly PFL eligibility/enrollment; 3) weekly IPP enrollment; 4) weekly/monthly ACA; and 5) ARS job integration.
2. NY Title Code Extract—Full extract of data from the PayServ PS_JOBCODE_TBL record with five fields of data: Title Code (better known as Job Code), Effective Date, Effective Status, Short Description and Long Description. This data is complementary to the Job Data Full Extract and is merged with the rest of the Job Code data used systemwide in NYBEAS to fill in the titles that are in the PayServ system but not in the NYSTEP system.
3. Health Deduction—Contains enrollee health benefits billing records. A custom NYBEAS batch process uses this information to apply payments to charges and/or any adjustments for refunds to enrollees' health benefits records.
4. Life Deduction—Contains enrollee life benefits billing records. A custom NYBEAS batch process uses this information to apply adjustments that need to be made based on life charges to an enrollees' life benefits billing record. Life deduction adjustments are handled as special deductions on health insurance deduction data.

5. Health Deductions Reject—Contains information pertaining to health insurance deductions that were rejected by the PayServ system. A custom NYBEAS batch process produces reports of all health insurance deductions that were rejected by the PayServ system. With these reports, transactions are worked on manually by the EBD.
6. Life Deductions Reject—Contains information pertaining to life insurance deductions that were rejected by the PayServ system. A custom NYBEAS batch process produces reports of all life insurance deductions that were rejected by the PayServ system. With these reports, transactions are worked on manually in the PeopleSoft Benefits Billing module by the EBD.
7. Before-Tax Refund Reject—Contains information pertaining to before-tax refunds that were rejected on the PayServ system. A custom NYBEAS batch process produces reports of all before-tax refunds that were rejected by the PayServ system. With these reports, transactions are worked on manually in the PeopleSoft Benefits Billing module by the EBD.
8. Payroll Data—Contains payroll data. A custom NYBEAS batch process works through the file and will load the data to a custom table. The data is then used for PFL and ACA reporting.
9. Paid Family Leave Deduction—Indicates all PFL deductions taken from enrollees' paychecks. A custom NYBEAS batch process works to load this information into the system and is viewable through custom pages and ad hoc reports that can be run by both EBD and HBAs. The OGS Office of Financial Administration (OFA) Division of Civil Service also uses the information to reconcile what the PFL insurance carrier charges for headcount.
10. Paid Family Leave Waiver—Indicates all enrollees who have waived PFL coverage. A custom NYBEAS batch process works to load this information into the system and updates the custom PFL enrollment table with a waived (W) coverage election. The information processed is viewable through custom pages and ad hoc reports that can be run by both EBD and HBAs.
11. Employee Change—Contains any discrepancies with SSNs, leaves of absence, name changes, terminations, deaths, retirements, returns from leave of absence, workers' compensation supplemental leave, negotiating unit changes, etc. A custom NYBEAS batch process produces reports of each, which will be should be manually worked on by the EBD.

There are three electronic outbound files that NYBEAS sends to PayServ weekly:

1. PayServ Health Deduction—Deduction files are produced weekly (alternating every other week between the Administrative and Institutional pay groups) from NYBEAS benefits billing data that takes a health premium deduction from a custom outbound table.
2. PayServ Life Deduction—(alternating the biweekly pay groups, Administrative and Institutional) from NYBEAS benefits billing data that takes a life premium deduction from a custom outbound table.
3. Before Tax Refund—(alternating the biweekly pay groups, Administrative and Institutional) from NYBEAS benefits billing data that takes any refund that needs to be processed for enrollees where the before tax premium is charged. The data comes from a custom refund request table and is then written to a file and sent to OSC, where they will apply a credit to the enrollee's paycheck.

PayServ assigns a unique employee ID for all NYS employees. NYBEAS uses the PayServ employee ID for NYS employees. NYBEAS assigns a unique employee ID for PAs and PEs, as they are not paid by PayServ.

5. NEW YORK STATE ELECTRONIC PERSONNEL (NYSTEP)

NYSTEP is the System of Record (SOR) for current and historical employment information. A custom legacy Automated Position/Personnel System (APPS) history table contains employment information from the previous application.

NYSTEP is used by HR and finance offices from nearly 100 operating agencies, including SUNY, NYS control agencies (DCS, Division of Budget, Civil Service Commission), New York State Center for Recruitment and Public Service (RPS), and the Governor's Office of Employee Relations (GOER). These customers use NYSTEP for transaction processing and/or management reporting.

NYSTEP is a highly customized transaction processing system that allows agencies to submit various transactions that are approved by NYS control agencies, RPS, and GOER.

NYSTEP key functionality includes:

1. Personnel management.
2. Payroll certification.
3. Title and position management.
4. Salary adjustments.
5. Out of title work grievance (OTWG).
6. Exemptions and waivers.
7. Compensation adjustments.
8. Budget director's approval.
9. Performance advance plans.
10. Civil Service Commission updates.
11. Mass change processes.
12. Fair Labor Standards Act (FLSA).
13. Reporting.

NYSTEP receives data through direct entry and has a batch interface for personnel transactions. NYSTEP receives information from, and provides information to, various systems.

Figure 3 provides information on the NYSTEP interfaces.

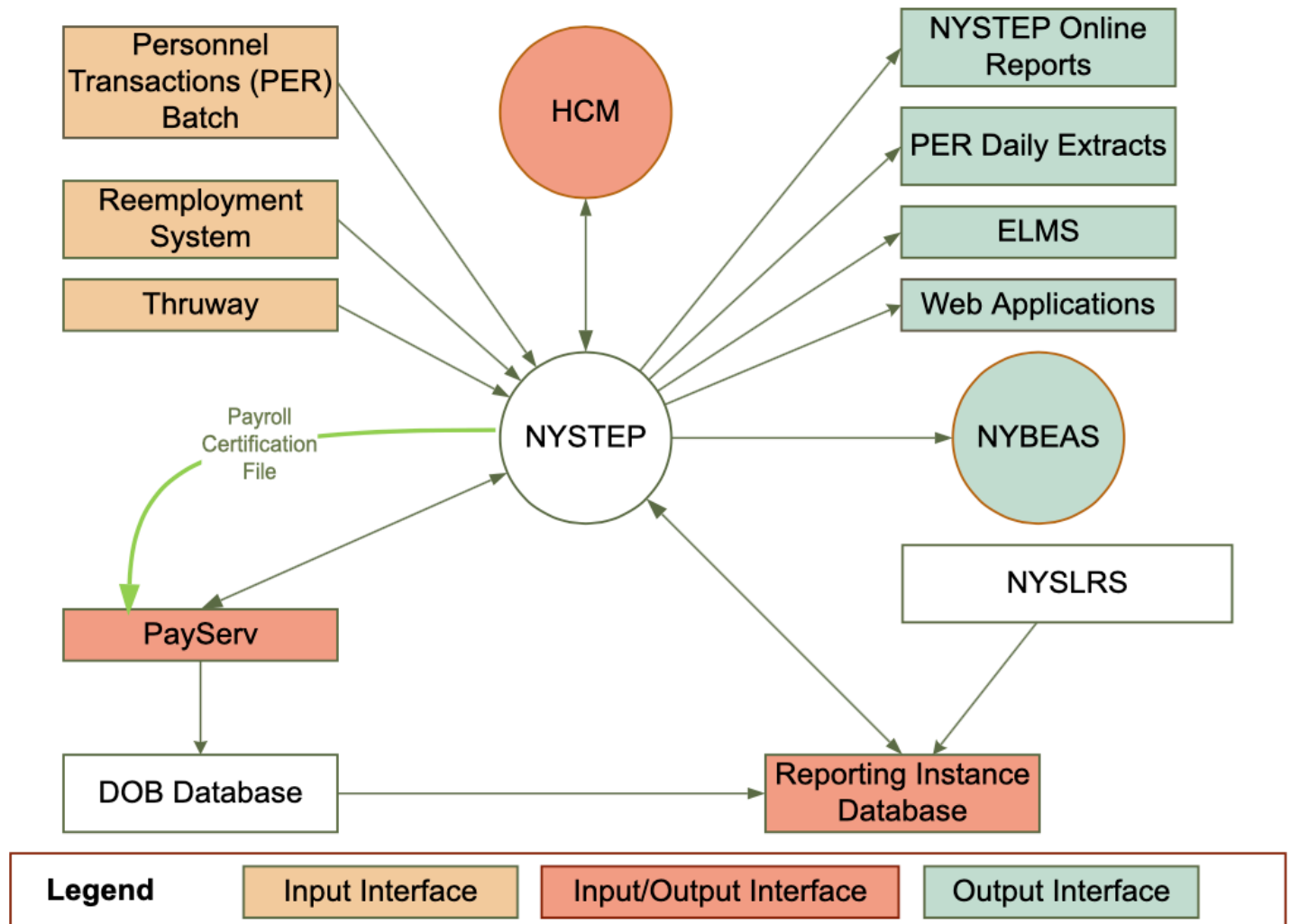


Figure 3, NYSTEP Context Diagram

Figure 4 provides additional information on NYSTEP Interfaces.

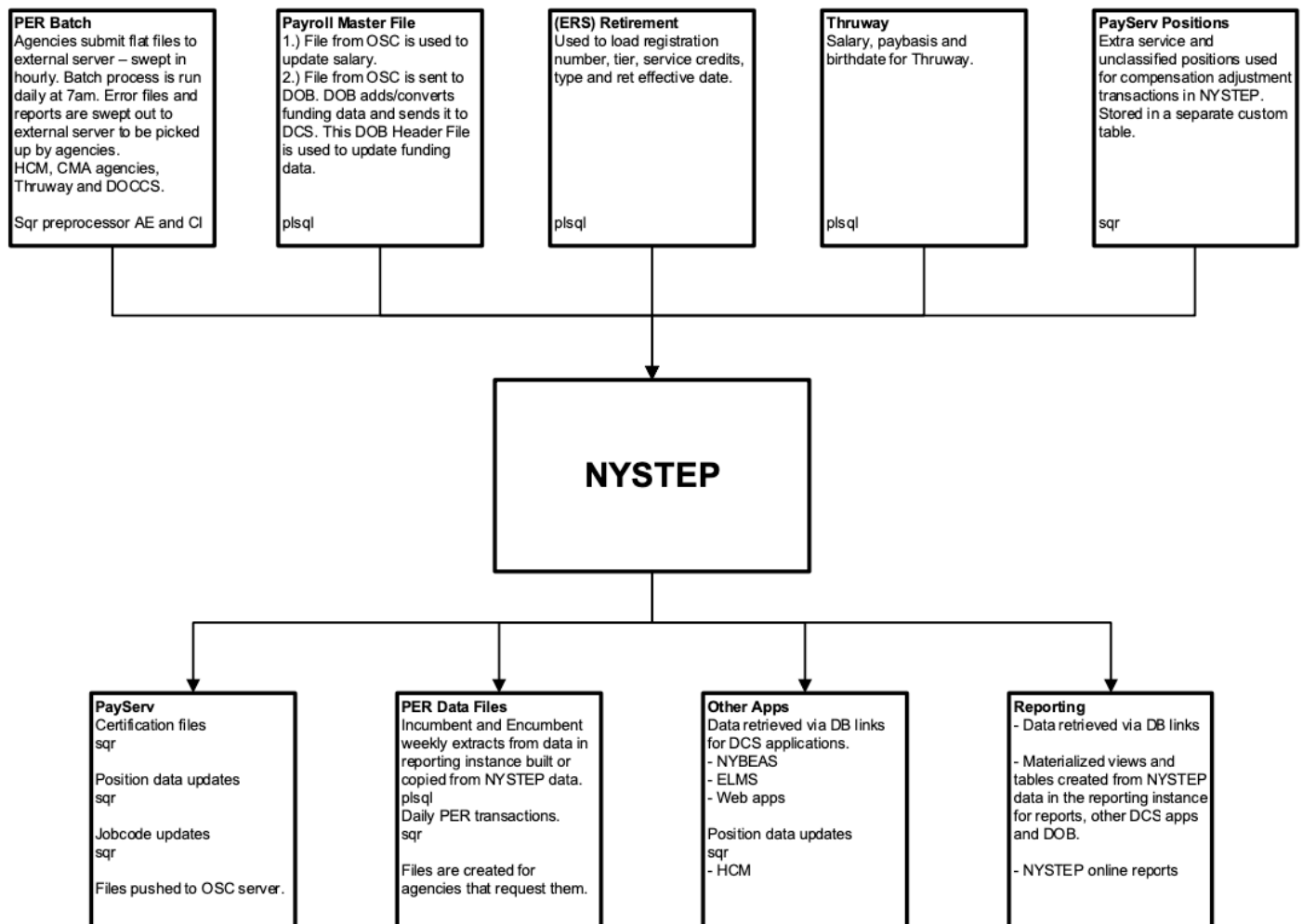


Figure 4, NYSTEP Interface Diagram

Figure 5 provides a brief description of the NYSTEP processes.

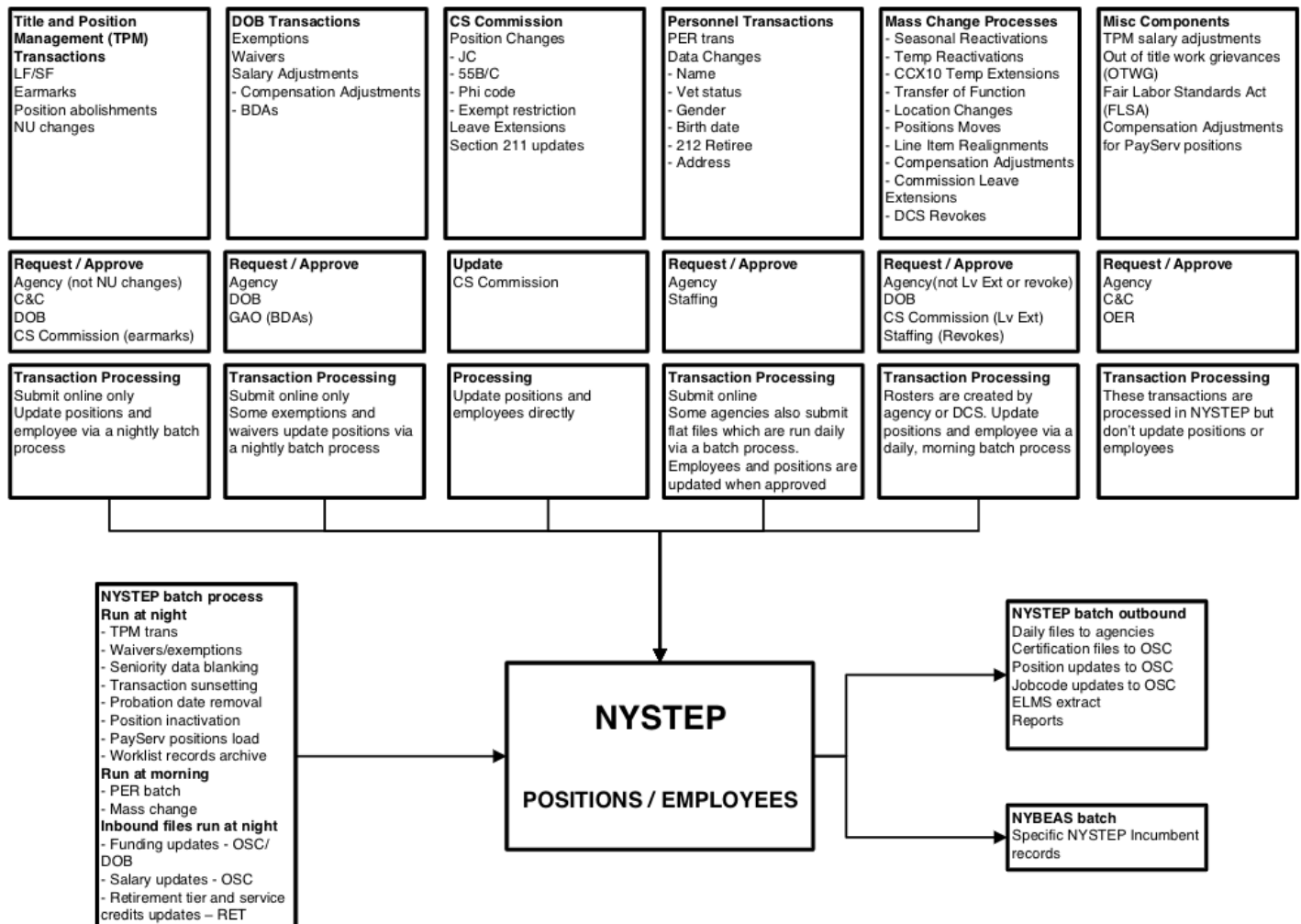


Figure 5, NYSTEP Processing Diagram

The remainder of this section describes the existing NYSTEP interfaces and systems.

5.1 Division of Budget (DOB) Database

The DOB database is an Oracle database shown on the NYSTEP context diagram (Figure 3). The DOB database receives a Payroll Master File from PayServ. The DOB Database creates a DOB Header File from a copy of the Payroll Master File, retrieved from the OSC sftp server, and adds information, including funding information, to the created DOB Header File. The DOB Database then sends the DOB Header File to the reporting instance.

5.2 Eligible List Management System (ELMS)

The DCS ELMS manages:

1. Eligible Lists from Rosters—All applicants.
2. Lists—Eligibles who are passed candidates.
3. Certifications—A subset of eligibles interested in a job based on location, shift, permanency and full-time/part-time.

NYSTEP provides ELMS with access to job and position encumber data for appointments, terminations, and retirements.

5.3 New York State and Local Retirement System (NYSLRS)

The NYSLRS manages a defined benefit pension plan that provides benefits to hourly and salaried employees who have enrolled in NYSLRS.

NYSTEP receives inbound information from NYSLRS, via the OSC SSH (Secure Shell) File Transfer Protocol (SFTP) server, that includes registration number, tier, service credits, type, and retirement effective date updates.

5.4 Human Capital Management (HCM)

NYSTEP receives Personnel Transaction (PER) batch files from HCM and other sources and provides position data update files to HCM.

Please refer to the HCM description provided in the Section 6 for further information on the HCM system.

5.5 New York State Thruway Authority (NYSTA)

NYSTA sends a file to NYSTEP that is used to update salary, pay basis, and birthdate information for NYSTA employees.

5.6 NYBEAS

NYSTEP provides database links that allow NYBEAS to access job and personal data.

Please refer to the NYBEAS description provided Section 4 for further information.

5.7 NYSTEP Online Reports

NYSTEP provides many on-demand and scheduled reports. Availability of these reports is tied to roles, and data is tied to row level security.

5.8 Payroll Certification

OSC is required to ensure that all employees in the classified service have been certified by DCS and that key information contained in PayServ is the same as that contained in NYSTEP.

NYSTEP provides a payroll certification file to the PayServ payroll system. Payroll information will need to be sent from NYSTEP to PayServ over the Payroll Certification interface. PayServ utilizes this payroll information to perform the payroll certification, as required by law.

5.9 Payroll Master File

The Payroll Master File is sent from PayServ to the reporting instance, where DOB staff add data such as program code, fund type code, and description. When DOB has completed their additions, DCS staff add funding data. The file is exchanged via the OSC SFTP server.

5.10 Payroll System (PayServ)

The PayServ to NYSTEP interface is used to exchange encrypted electronic flat files used for compensation adjustment transactions in NYSTEP. The files are exchanged via the OSC SFTP server.

Electronic files sent from PayServ to NYSTEP include:

1. Extra Service and Unclassified Position—Loaded to a custom table used for compensation adjustment transactions.
2. Payroll Master—Used to update the employment table with salary, pay basis, PayServ service date, PayServ increment code, pay end date, and mail drop.

Electronic files sent from NYSTEP to PayServ include:

1. Position data updates.
2. Job code table updates.

Please refer to the PayServ description provided in Section 4 for further information.

5.11 PER Daily Extracts

NYSTEP provides to 25 agencies electronic files that include daily employment history and personnel data changes for employees in 156 agency codes. Encrypted flat files are created for agencies that request this information.

5.12 Personnel Transactions (PER) Batch

Approximately 10 agencies and the BSC submit personnel transactions for/on behalf of, approximately 200 agency codes using a batch process in NYSTEP. Approximately 42,000, or 24%, of personnel transactions and 19,000 personal data changes are submitted yearly using this process.

The NYSTEP PER batch process takes electronic flat files, does some initial edits and processing in a preprocess, and loads the transactions that pass the preprocessor edits to custom Oracle staging tables.

These transactions are then pumped into NYSTEP using application engine and component interface programs. Transactions that cannot be submitted in NYSTEP due to an already pending transaction for the employee are saved and included in the next batch run. Flat file reports are sent back to the agencies when the process is complete.

5.13 Reemployment System

When no eligible applicants exist who meet the position criteria or are interested in a position, the Reemployment System provides a clearance number (with a date) that represents “permission to hire” to a specific position from sources other than the Reemployment System.

When a transaction is submitted to NYSTEP, one or two clearance numbers are required based on action reason and other attributes. NYSTEP will determine if one or two clearance numbers are required and will query the Reemployment System. NYSTEP will then perform edits/checks against the clearance numbers provided by the Reemployment System.

A clearance number is confirmation that there are no reemployment applicants (Preferred List, Reemployment Roster, Agency Reduction Transfer List [ARTL], Redeployment List, Placement List) for a title for a specific agency, which allows that agency to make an appointment (off a list, transfer, etc.). Clearance numbers are run based on agency, layoff unit, job code, county, jurisdictional code, status (perm/temp), full/part time, and shift.

Many NYSTEP personnel transactions for appointments require a clearance number.

5.14 Reporting Instance

The reporting instance is an Oracle database. NYSTEP provides materialized views for NYSTEP tables to the reporting instance. Custom reporting tables are populated using NYSTEP data in the reporting instance used for reports, other DCS applications, and other data needs. Examples include:

1. Incumbent and encumbent weekly data extracts created and provided to agencies upon request.
2. DOB extracts for waivers and other reports.
3. NYSTEP data used for workforce analysis.
4. DCS web pages and web page reports.
5. NYSLRS data.
6. Various other reports, including ad hoc reports.

The reporting instance uses the Payroll Master File received from PayServ, via the OSC SFTP server, to update salaries in NYSTEP. The reporting instance uses the DOB Header File (Payroll Master File + DOB data adds) to update funding information in NYSTEP.

5.15 Web Applications

NYSTEP provides information that web applications use to display to users.

6. HUMAN CAPITAL MANAGEMENT (HCM)

The OGS BSC HCM manages all personnel and payroll transactions and employee records for BSC-supported agencies. Personnel and payroll transactions are routed through the BSC HCM system. The BSC reviews and approves transactions and adds salary information and additional PayServ-specific data to transactions. Upon approval in HCM, batch processes are used to send approved transactions to NYSTEP and PayServ. HCM is used by the agencies indicated in HRMS Attachment 5 - HRMS As-Is Application Usage by Agency.

The HCM is the primary system used by BSC and its customers to submit transactions for the HR services the BSC provides, including the following core HR transactions:

1. Job data updates.
2. Personal information updates.
3. Mass updates.
4. Miscellaneous payments.
5. HR transaction staging processing for NYSTEP and PayServ.
6. Reporting (custom reports and queries).

BSC HR service offerings include:

1. All health insurance transactions, including benefit option transfer and leave of absence assistance (not all types of leave are included).
2. Time and Attendance: Timesheet activations, deactivations, and changes; processing compensation waiver forms; providing absence and accrual reports, guidance on timesheets, and attendance and leave guidelines; and correction of incorrect timesheets.
3. Payroll: Change of payroll information, such as salary information, tax information, and direct deposit information; responding to customer requests for W-2 and paycheck reprints, employment verification letters, and processing customer overpayment recoveries; payment adjustments, salary calculations, and updating salary factor data for personnel and payroll transactions.
4. Personnel Administration: Change of personnel information, such as address or name, and personnel transaction processing.
5. Onboarding (orientation) and Off-boarding Support: Packet creation, processing, and tracking.
6. The BSC interacts with either the agency or the employee depending on the support type, such as personal data changes, which would be received directly from the employee.
7. The BSC primarily uses the HCM system; other enterprise systems used include NYSTEP, NYBEAS, Leave and Accrual Tracking System (LATS-NY) and PayServ.

Agencies can submit transactions directly to the BSC through HCM smart templates. Some transactions, such as a change of address for an employee, would be submitted directly from the employee to the BSC via email or paper form. HCM does not offer a widely used employee or manager self-service feature to submit transactions.

After information is submitted through an HCM smart template, it is directed to the BSC for review and for the BSC to add PayServ related data and salary information. Upon approval, the BSC formally commits the transaction to HCM. HCM collects the data from transactions and provides that information to NYSTEP, LATS-

NY, and PayServ systems via batch file interfaces. The bulk of transactions are submitted via batch to NYSTEP. Some personnel transactions are submitted online. Some updates can only be done online for NYSTEP, such as name and SSN changes. During the BSC review process, data is exported to various systems to augment and correct data submitted through the HCM smart templates and to initiate additional processes supported by the BSC that HCM does not support. If data corrections are required, BSC staff will enter the corrections manually into HCM. Although HCM supports critical agency HR transactions and communicates information to multiple NYS HR enterprise systems, HCM is not the SOR for any NYS HR data.

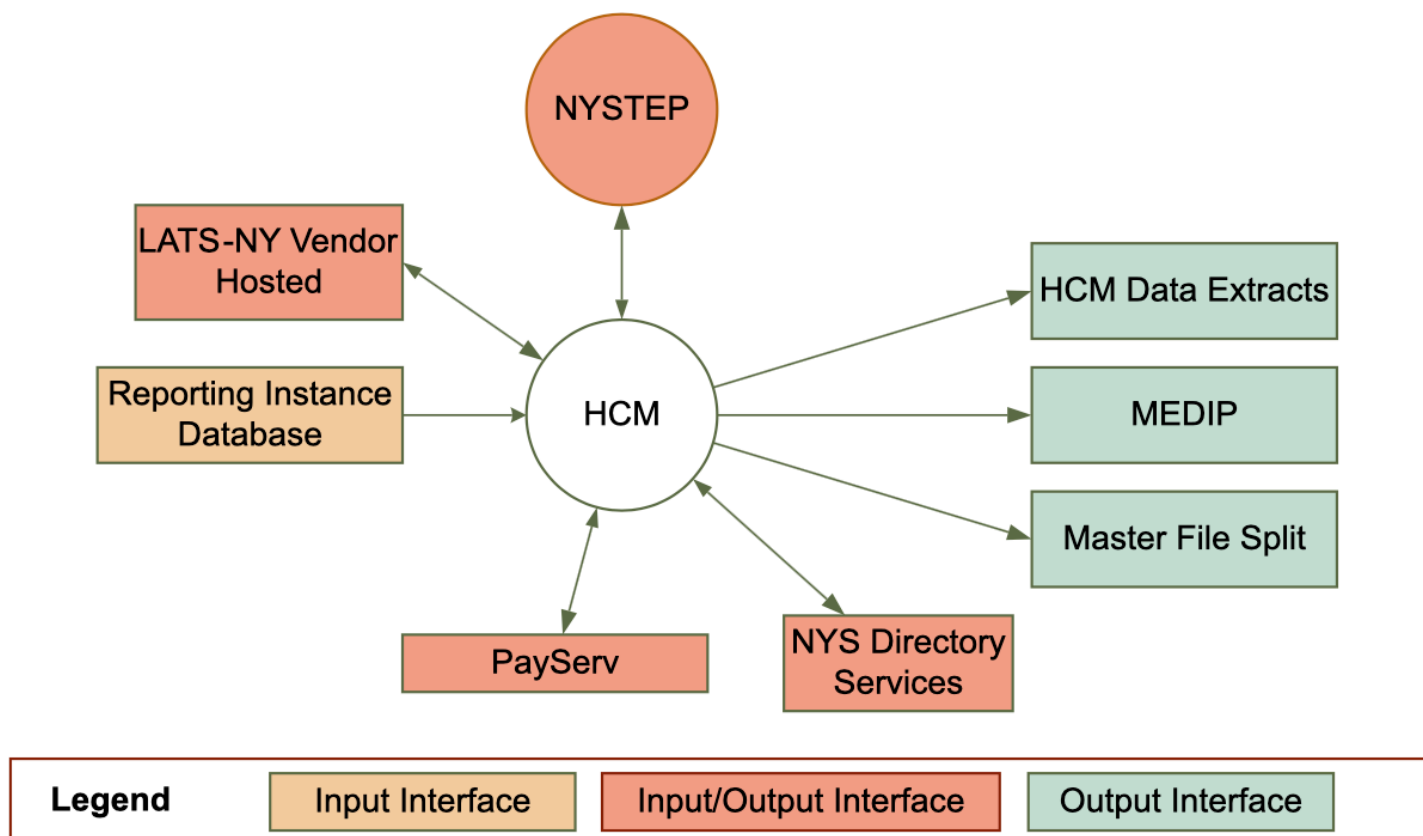


Figure 6, HCM Context Diagram

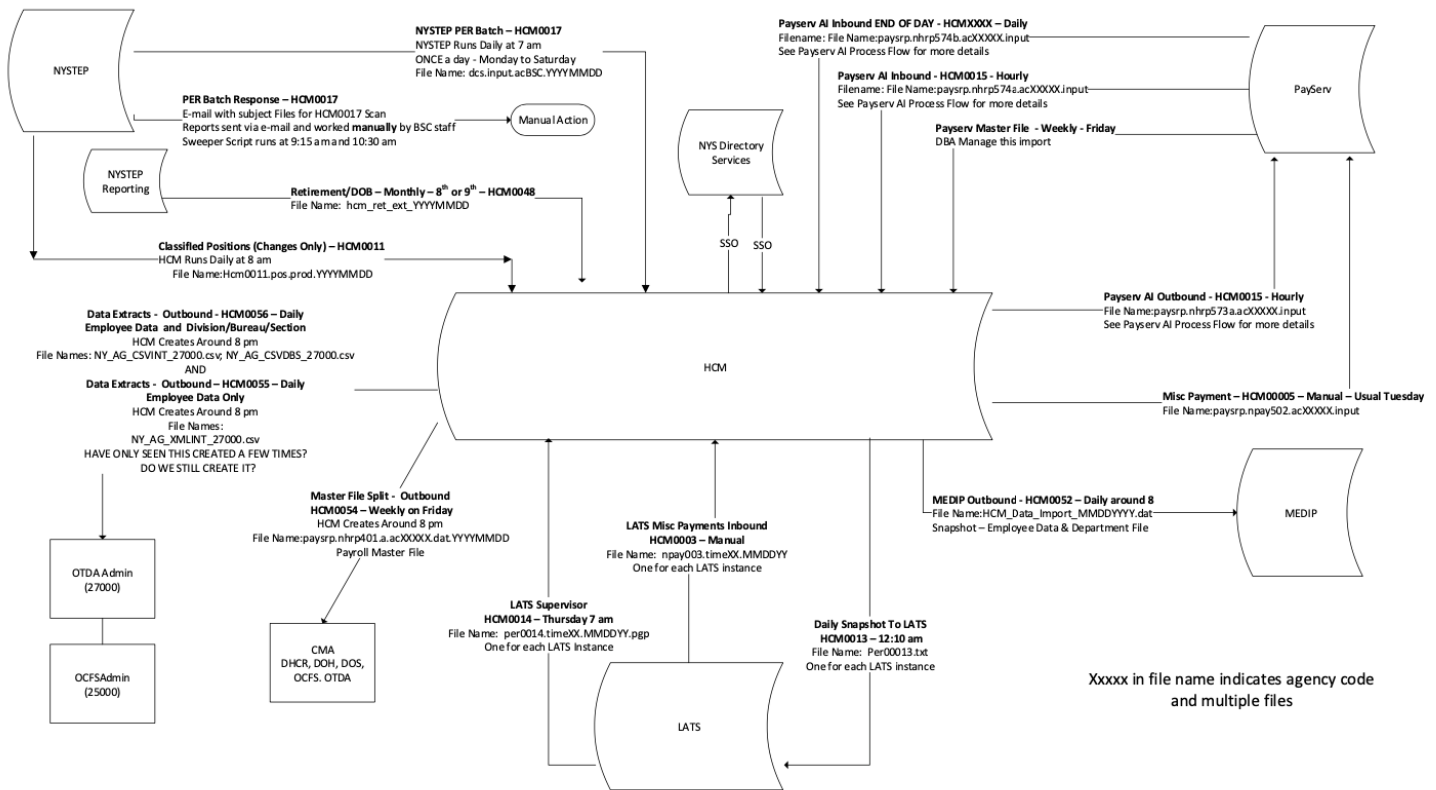


Figure 7, BSC-HCM Detailed Overview

6.1 HCM Data Extracts

The HCM data extracts interface provides a variety of data for various systems and agencies, including:

1. Employee data and division/bureau/section data extracts to the NYS Office of Child and Family Services (OCFS) and the NYS Office of Temporary and Disability Assistance (OTDA).
2. Various query results/reports for external systems.

Many queries are used to produce data extracts for HCM.

6.2 Leave and Accrual Tracking System—NY (LATS-NY)

LATS-NY provides time and attendance tracking capabilities. LATS-NY is used by 53 agencies to manage records for more than 45,000 employees. LATS-NY is implemented using a custom application. The BSC uses LATS-NY to provide time and attendance services to 53 agencies. LATS-NY is provided by an external vendor, CMA. Non-BSC customer agencies use separate versions of LATS that are hosted by CMA in some instances and hosted internally by the agency in other instances. HCM does not interact with the non-BSC-customer LATS systems. The HCM provides LATS-NY with employee information associated with employee profile setup and changes, as well as leave management information. LATS-NY provides HCM with supervisor information. There are nine instances of externally-hosted LATS-NY that support NYS agencies. HCM provides information to CMA to support LATS-NY.

6.3 Master Employee Database Information Program (MEDIP)

The OGS MEDIP system is used to initiate requests (e.g., state issued ID badge, parking permit) and to provide an approval process. MEDIP receives employee data and department information from HCM.

6.4 Payroll Master File Split

HCM receives the Payroll Master File from PayServ and splits the data into separate agency-specific electronic files containing agency specific information and then provides those files to a several agencies. CMA also receives the agency-specific payroll files for several agencies. CMA is a vendor that provides a Human Resource Information System (HRIS) to multiple NY state agencies for the administration of human resource management. HCM provides information to CMA to support the operation of HRIS systems.

6.5 NYS Directory Services

The NYS Directory Services system brokers the authentication of NYS employees using the NY.GOV platform.

6.6 NYSTEP

NYSTEP sends new positions and position updates to HCM in the form of NYSTEP PER batch files containing reports. Classified Position changes are the same thing as position data.

HCM sends approved personnel transactions to NYSTEP. NYSTEP, in return, sends HCM feedback files to indicate if the transactional updates were accepted or rejected. The BSC manually corrects the rejected transaction information.

Please refer to Section 5 for further information on NYSTEP.

6.7 Payroll System (PayServ)

OSC maintains the employee IDs for state employees for 62 NYS agencies in PayServ. HCM requests an employee ID, on an as-needed basis, via an electronic interface to/from PayServ. PayServ and HCM exchange automated electronic interface files containing transactional change information, such as hires, leaves, transfers, and terminations that will affect the payroll system. Miscellaneous payment information is also sent to PayServ from HCM weekly, based on the pay cycle. Please refer to Section 4 for further PayServ information.

6.8 Reporting Instance

NYSTEP provides materialized views for NYSTEP tables. Custom reporting tables are populated using NYSTEP data in the reporting instance used for reports, other DCS applications, and other data needs. HCM receives the following from the reporting instance:

1. NYSLRS data.

6.9 Routine Production Maintenance

HCM has several processes that are performed for routine production maintenance:

Salary Mass Updates. This process is performed at least four times annually and is run by the New York State Office of Information Technology Services (ITS). This process is used to update HCM with performance advances, cost of living adjustments, and longevity payments made to employees. A query is run in PayServ by the BSC, and the results are processed into HCM.

Job Code Synchronization. This process is executed monthly and is run by ITS. This process is used to update HCM with new job codes created in PayServ. A query is run in PayServ by the BSC, and the results are processed in HCM.

Division, Bureau, Section (DBS) Mass Updates. This process is executed on an as-needed basis by the BSC. This process is used to update in HCM where employees work. Agencies populate spreadsheets with necessary DBS information, and when the BSC receives the spreadsheets, the DBS information that they contain is processed into HCM.

Miscellaneous payments. This process is performed weekly by the BSC. These transactions are sent to PayServ once per pay cycle. Payment sources include LATs-NY or agency spreadsheets that are uploaded into HCM, or payment information that has been entered manually into HCM.

Master File Reconciliation. This process performed weekly to reconcile selected fields between PayServ and HCM. The file is sent by PayServ to HCM weekly, and the PayServ data is used as the data source. An ITS-scheduled process uploads the data into an HCM table, and the BSC reviews the reconciliation data.



**Office of
General Services**

ANDREW M. CUOMO
Governor

ROANN M. DESTITO
Commissioner

Request for Proposal (RFP) #2204

Attachment 5

Human Resources Management System (HRMS)

As-Is Application by Agency

***Please note in order to receive Attachment 5, you must first submit Appendix G-Nondisclosure Agreement**



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Commissioner

Request for Proposal (RFP) #2204

Attachment 6

Human Resource Management System (HRMS)

Minimum Proposer Qualifications

Use this form to address the Minimum Proposer Qualifications stated in RFP Section 1.5.

Proposer Name: _____

Proposer Instructions: Describe in detail how the proposer meets the minimum proposer qualifications specified in HRMS SI RFP Section 1.5. Please provide clear and accurate descriptions of the proposer's experience for each of the minimum proposer qualifications listed below. Proposer qualifications should be provided for all relevant experience, as experience in excess of the minimum required will be used by NYS for scoring the proposer experience. NYS will not interpret omissions and vagueness in the proposer's favor. Type to expand response areas on form, or attach additional sheets as necessary.

NOTE: This attachment will be scored as Pass/Fail for the minimum qualifications and will be scored for the proposer experience.

Qualification 1: Proposer <u>must</u> meet the following minimum requirement: Three years of experience providing strategy and business process reengineering services for Human Resource Management Systems. This experience can be across multiple projects.	
Qualification 1 Project 1 Name:	
Dates (month/year) of Experience (including date the project was completed):	
Client Name (Include contact information for the client.):	
Project(s) Description (including scope):	

Qualification 1 Project 2 Name:	
Dates (month/year) of Experience (including date the project was completed):	
Client Name (Include contact information for the client.):	
Project(s) Description (including scope):	

Qualification 1 Project 3 Name:	
Dates (month/year) of Experience (including date the project was completed):	
Client Name (Include contact information for the client.):	

Project(s) Description (including scope):	
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Qualification 2: Proposer must meet the following minimum requirement:

Eight years of experience implementing PeopleSoft HCM Projects in Core HR, Benefit Administration, and Base Benefits modules. The contractor's primary responsibilities must have included planning, designing, configuring, developing, testing, training, converting data, and completing successful deployments. This experience can be concurrent across multiple projects.

Qualification 2 Project 1 Name:	
Dates (month/year) of Experience (including date the project was completed):	
Client Name (Include contact information for the client.):	
Project(s) Description (including scope):	

Qualification 2 Project 2 Name:	
Dates (month/year) of Experience (including date the project was completed):	
Client Name (Include contact information for the client.):	
Project(s) Description (including scope):	

Qualification 2 Project 3 Name:	
Dates (month/year) of Experience (including date the project was completed):	
Client Name (Include contact information for the client.):	
Project(s) Description (including scope):	

Qualification 3: Proposer **must** meet the following minimum requirement:
A minimum of one project leading or supporting Organizational Change Management.

Qualification 3 Project 1 Name:	
Dates (month/year) of Experience (including date the project was completed):	
Client Name (Include contact information for the client.):	
Project(s) Description (including scope):	

Qualification 3 Project 2 Name:	
Dates (month/year) of Experience (including date the project was completed):	
Client Name (Include contact information for the client.):	
Project(s) Description (including scope):	

Qualification 3 Project 3 Name:	
Dates (month/year) of Experience (including date the project was completed):	
Client Name (Include contact information for the client.):	
Project(s) Description (including scope):	

Qualification 4: Proposer **must** meet the following minimum requirement:

A minimum of one project implementing PeopleSoft 9.2 HCM successfully in Core HR, Benefit Administration, and Base Benefits with 250,000+ covered lives involving conversion activities.

Qualification 4 Project 1 Name:	
Dates (month/year) of Experience (including date the project was completed):	
Client Name (Include contact information for the client.):	
Project(s) Description (including scope):	

Qualification 4 Project 2 Name:	
Dates (month/year) of Experience (including date the project was completed):	
Client Name (Include contact information for the client.):	
Project(s) Description (including scope):	

Qualification 4 Project 3 Name:	
Dates (month/year) of Experience (including date the project was completed):	
Client Name (Include contact information for the client.):	
Project(s) Description (including scope):	

Qualification 5: Proposer **must** meet the following minimum requirement:

A minimum of two PeopleSoft HCM 9.2 implementation projects completing the deployments successfully in Core HR, Position Management, Benefit Administration, and Base Benefits modules.

Qualification 5 Project 1 Name:	
Dates (month/year) of Experience (including date the project was completed):	
Client Name (Include contact information for the client.):	
Project(s) Description (including scope):	

Qualification 5 Project 2 Name:	
Dates (month/year) of Experience (including date the project was completed):	
Client Name (Include contact information for the client.):	
Project(s) Description (including scope):	

Qualification 5 Project 3 Name:	
Dates (month/year) of Experience (including date the project was completed):	
Client Name (Include contact information for the client.):	
Project(s) Description (including scope):	

Qualification 6: Proposer **must** meet the following minimum requirement:

A minimum of two end-to-end implementations, or re-architectures of public sector legacy applications into Oracle PeopleSoft HCM version 9.2 and its related applications, involving multiple primary public sector stakeholder groups.

Qualification 6 Project 1 Name:	
Dates (month/year) of Experience (including date the project was completed):	
Client Name (Include contact information for the client.):	
Project(s) Description (including scope):	

Qualification 6 Project 2 Name:	
Dates (month/year) of Experience (including date the project was completed):	
Client Name (Include contact information for the client.):	
Project(s) Description (including scope):	

Qualification 6 Project 3 Name:	
Dates (month/year) of Experience (including date the project was completed):	
Client Name (Include contact information for the client.):	
Project(s) Description (including scope):	

Qualification 7: Proposer **must** meet the following minimum requirement:

Minimum of one project successfully implementing PeopleSoft ePerformance 9.2 involving multiple negotiating units with multiple schedules and rules.

Qualification 7 Project 1 Name:	
Dates (month/year) of Experience (including date the project was completed):	
Client Name (Include contact information for the client.):	
Project(s) Description (including scope):	

Qualification 7 Project 2 Name:	
Dates (month/year) of Experience (including date the project was completed):	
Client Name (Include contact information for the client.):	
Project(s) Description (including scope):	

Qualification 7 Project 3 Name:	
Dates (month/year) of Experience (including date the project was completed):	
Client Name (Include contact information for the client.):	
Project(s) Description (including scope):	

Qualification 8: Proposer **must** meet the following minimum requirement:

Minimum of one project installing and configuring PeopleSoft infrastructure (including all components of PeopleSoft Internet Architecture [PIA]) to support PeopleSoft 9.2 implementation—with scalability and optimum performance to support 100,000+ self-service users and multiple public-sector stakeholder user groups.

Qualification 8 Project 1 Name:	
Dates (month/year) of Experience (including date the project was completed):	
Client Name (Include contact information for the client.):	
Project(s) Description (including scope):	

Qualification 8 Project 2 Name:	
Dates (month/year) of Experience (including date the project was completed):	
Client Name (Include contact information for the client.):	
Project(s) Description (including scope):	

Qualification 8 Project 3 Name:	
Dates (month/year) of Experience (including date the project was completed):	
Client Name (Include contact information for the client.):	
Project(s) Description (including scope):	



**Office of
General Services**

ANDREW M. CUOMO
Governor

ROANN M. DESTITO
Commissioner

Request for Proposal (RFP) #2204

Attachment 7

Human Resources Management System (HRMS)

Key Personnel Forms

Table of Contents

1.	INSTRUCTIONS	1
2.	PROJECT DIRECTOR.....	2
3.	PROJECT MANAGER.....	4
4.	FUNCTIONAL RESOURCES.....	7
5.	TECHNICAL RESOURCES	14
6.	DATA CONVERSION RESOURCES	20
7.	SECURITY RESOURCES.....	22
8.	PEOPLESFT ADMINISTRATORS	25
9.	TEST MANAGER/QA LEAD.....	32
10.	TRAINING LEAD	35

List of Tables

Table 1, Project Director	2
Table 2, Project Manager.....	4
Table 3, Functional Lead #1	7
Table 4, Functional Lead #2.....	11
Table 5, Technical Resource #1.....	14
Table 6, Technical Resource #2.....	17
Table 7, Data Conversion Lead.....	20
Table 8, Security Lead	22
Table 9, PeopleSoft Administrator.....	26
Table 10, Oracle Database Administrator.....	29
Table 11, Test Manager	32
Table 12, Training Lead	36

1. INSTRUCTIONS

Name at least ONE consultant for each key personnel position. Using the tables contained in this attachment, describe clearly and accurately how each proposed consultant meets or exceeds the minimum qualifications, addressing every specification. If necessary, copy the applicable table for each additional consultant that your firm proposes to meet the specification.

In addition to the tables in this attachment, NYS requests that the proposer provide resumes—in contractor format—for all personnel, including the key personnel, who proposer expects to include on the SI project team.

NYS expects any replacement personnel to have equal or better credentials than the replaced personnel. NYS expects to have approval authority for any replacements that occur.

Please type to expand the response areas in the tables contained within this attachment.

Notes:

1. Proposers can have one person fill more than one role, unless otherwise noted. If a person will fill more than one role, proposer should clearly identify how the role duties will be separated.
2. Not all positions require the person to work full time on this project.
3. Responses to this attachment will be scored.
4. Provide contact information for each experience entry.
5. Please duplicate the boxes for every entry needed to meet the minimum number of years of experience required.
6. Additional years of experience beyond the minimum will be considered during the technical evaluation scoring.
7. The personnel identified in this attachment should also appear in the staffing plan requested in HRMS Attachment 9 - Technical Proposal Narrative.
8. Support staff do not need to have resumes provided or any PeopleSoft experience.

2. PROJECT DIRECTOR

The proposed project director must have at least five years of experience providing strategic assessments, in the form of formal work products, to executive teams. The assessments must have utilized PeopleSoft solutions in the public sector.

Proposers shall complete Table 1, Project Director, for the proposed project director.

The project director shall possess the following experience:

1. Minimum of five years of experience leading strategic assessments and providing the resulting formal work products to executive teams.
2. Public sector experience.

Table 1, Project Director

Proposed Consultant: _____	
Minimum Qualification 1: Minimum of five years of experience leading strategic assessments and providing the resulting formal work products to executive teams.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's roles and responsibilities related to <minimum qualification 1>:	
Minimum Qualification 2: Public sector experience.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's roles and responsibilities related to <minimum qualification 2>:	
Educational Qualifications:	
Other Certifications:	

Proposed Consultant: _____

CERTIFICATION: I hereby certify that: 1) all statements made on this form are true and complete, to the best of my knowledge, including the verification of any experience; and 2) to the best of my knowledge, the consultant will be available for the duration of the engagement.

Authorized Signature: _____

Typed or Printed Name:

Date: [Click here to enter a date.](#)

3. PROJECT MANAGER

The SI shall provide a project manager who is not required to be involved in the day-to-day project activities. The project manager shall have decision-making authority regarding all issues escalated to them concerning the project, as well as authority to implement any suggested or required changes that would affect the contract. The project manager will work with the New York State Office of General Service's (OGS) designated representative(s) on any such changes.

Proposers shall complete Table 2, Project Manager, for the proposed project manager.

Minimum requirements for project manager:

1. 84 months of experience as a project manager; experience must include management of all aspects of IT system implementation.
2. 84 months of management of timelines, tasks, and reporting.
3. 84 months of experience in the management of multiple deliverables with overlapping timelines.
4. 84 months of experience with managing IT defect, issue, and risk resolution.
5. 84 months of experience with the implementation and operation of Oracle/Peoplesoft HCM utilized in a government or public sector environment or large private entity in a shared service model.
6. 36 months of experience in Lean, Six Sigma, or Capability Maturity Model Integration (CMMI) and experience in business process engineering activities involving PeopleSoft HCM processes.
7. Certified Project Management Professional (PMP).

It is preferred that the project manager possess experience with Information Technology Infrastructure Library (ITIL), Systems Development Life Cycle (SDLC), and service life cycles.

Table 2, Project Manager

Proposed Consultant: _____	
Minimum Qualification 1: A minimum of 84 months of experience as a project manager; experience must include management of all aspects of IT system implementation.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	

Proposed Consultant: _____	
Description of Consultant's roles and responsibilities related to <minimum qualification 1>:	
Minimum Qualification 2: A minimum of 84 months of management of timelines, tasks, and reporting.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's professional experience with <minimum qualification 2>:	
Minimum Qualification 3: A minimum of 84 months of experience in the management of multiple deliverables with overlapping timelines.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's roles and responsibilities related to <minimum qualification 3>:	
Minimum Qualification 4: A minimum of 84 months of experience with managing IT defect, issue, and risk resolution.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's professional experience with <minimum qualification 4>:	
Minimum Qualification 5: A minimum of 84 months of experience with the implementation and operation of Oracle/Peoplesoft HCM utilized in a government environment or large private entity in a shared service model.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	

Proposed Consultant: _____	
Description of Consultant's roles and responsibilities related to <minimum qualification 5>:	
Minimum Qualification 6: A minimum of 36 months of experience in Lean, Six Sigma, or CMMI and experience in business process engineering activities involving PeopleSoft HCM processes.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's professional experience with <minimum qualification 6>:	
Minimum Qualification 7: Certified PMP	
Dates (month/year) of Certification:	
Educational Qualifications:	
Other Certifications:	
<p>CERTIFICATION: I hereby certify that: 1) all statements made on this form are true and complete, to the best of my knowledge, including the verification of any experience; and 2) to the best of my knowledge, the consultant will be available for the duration of the engagement.</p> <p>Authorized Signature: _____</p> <p>Typed or Printed Name: _____ Date: Click here to enter a date.</p>	

4. FUNCTIONAL RESOURCES

As part of the staffing plan, proposer shall indicate the number of functional leads and functional analysts who will be onboarded to the HRMS project.

At a minimum, NYS requires at least one functional lead in each of the two functional areas described below:

1. Core HR—Position Management, ePerformance.
2. Base Benefits—eBenefits and Benefit Administration.

Proposers shall complete Table 3, Functional Lead #1, for the proposed Core HR functional lead. Proposers shall complete Table 4, Functional Lead #2, for the proposed base benefits lead.

The functional leads shall possess the following, at a minimum:

1. 84 months of experience working as functional analyst/lead in PeopleSoft HCM modules as described above.
2. Demonstrated experience working with a broad spectrum of stakeholders to analyze their needs and define functional requirements.
3. Exemplified advanced knowledge in understanding business requirements, processes, and implementation approaches.
4. Experienced in mapping business requirements to the delivered PeopleSoft functionality and articulating and documenting fit-gap analyses and solutions.
5. Proven experience in test planning and execution.
6. Expert level knowledge in PeopleSoft HCM module setups and configurations (including setup and control tables).
7. Experience as Peoplesoft HCM functional lead in a minimum of two PeopleSoft 9.2 HCM implementation projects (in PeopleSoft modules specified above).
8. 48 months of experience in configuring workflow using PeopleSoft Approval Workflow Engine (AWE).
9. 36 months of experience in analyzing and applying PeopleSoft Update Manager (PUM) images.

Table 3, Functional Lead #1

Proposed Consultant: _____	
Minimum Qualification 1: A minimum of 84 months of experience working as functional analyst/lead in PeopleSoft Core HR HCM modules.	
Dates (month/year) of Experience:	

Proposed Consultant: _____	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's roles and responsibilities related to <minimum qualification 1>:	
Minimum Qualification 2: Demonstrated experience working with a broad spectrum of stakeholders to analyze their needs and define functional requirements.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's professional experience with <minimum qualification 2>:	
Minimum Qualification 3: Exemplified advanced knowledge in understanding business requirements, processes, and implementation approaches.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's roles and responsibilities related to <minimum qualification 3>:	
Minimum Qualification 4: Experienced in mapping business requirements to the delivered PeopleSoft functionality and articulating and documenting fit-gap analyses and solutions.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's professional experience with <minimum qualification 4>:	
Minimum Qualification 5: Proven experience in test planning and execution.	

Proposed Consultant: _____	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's roles and responsibilities related to <minimum qualification 5>:	
Minimum Qualification 6: Expert level knowledge in PeopleSoft HCM module setups and configurations (including setup and control tables).	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's professional experience with <minimum qualification 6>:	
Minimum Qualification 7: Experience as Peoplesoft HCM functional lead in a minimum of two PeopleSoft 9.2 HCM implementation projects (in PeopleSoft Core HR modules).	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's roles and responsibilities related to <minimum qualification 7>:	
Minimum Qualification 8: 48 months of experience in configuring workflow using PeopleSoft AWE.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's professional experience with <minimum qualification 8>:	
Minimum Qualification 9: 36 months of experience in analyzing and applying PUM images.	

Proposed Consultant: _____	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's roles and responsibilities related to <minimum qualification 9>:	
Educational Qualifications:	
Other Certifications:	
<p>CERTIFICATION: I hereby certify that: 1) all statements made on this form are true and complete, to the best of my knowledge, including the verification of any experience; and 2) to the best of my knowledge, the consultant will be available for the duration of the engagement.</p> <p>Authorized Signature: _____</p> <p>Typed or Printed Name: _____ Date: Click here to enter a date.</p>	

Table 4, Functional Lead #2

Proposed Consultant: _____	
Minimum Qualification 1: A minimum of 84 months of experience working as functional analyst/lead in PeopleSoft Base Benefits HCM modules.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's roles and responsibilities related to <minimum qualification 1>:	
Minimum Qualification 2: Demonstrated experience working with a broad spectrum of stakeholders to analyze their needs and define functional requirements.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's professional experience with <minimum qualification 2>:	
Minimum Qualification 3: Exemplified advanced understanding of business requirements, processes, and implementation approaches.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's roles and responsibilities in relation to <minimum qualification 3>:	
Minimum Qualification 4: Experienced in mapping business requirements to the delivered PeopleSoft functionality and articulating and documenting fit-gap analyses and solutions.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	

Proposed Consultant: _____	
Description of Consultant's professional experience with <minimum qualification 4>:	
Minimum Qualification 5: Proven experience in test planning and execution.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's roles and responsibilities in relation to <minimum qualification 5>:	
Minimum Qualification 6: Expert level knowledge in PeopleSoft HCM module setups and configurations (including setup and control tables).	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's professional experience with <minimum qualification 6>:	
Minimum Qualification 7: Experience as Peoplesoft HCM functional lead in a minimum of two PeopleSoft 9.2 HCM implementation projects (in PeopleSoft Base Benefits modules).	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's roles and responsibilities related to <minimum qualification 7>:	
Minimum Qualification 8: 48 months of experience in configuring workflow using PeopleSoft AWE.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	

Proposed Consultant: _____	
Description of Consultant's professional experience with <minimum qualification 8>:	
Minimum Qualification 9: 36 months of experience in analyzing and applying PUM images.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's roles and responsibilities related to <minimum qualification 9>:	
Educational Qualifications:	
Other Certifications:	
<p>CERTIFICATION: I hereby certify that: 1) all statements made on this form are true and complete, to the best of my knowledge, including the verification of any experience; and 2) to the best of my knowledge, the consultant will be available for the duration of the engagement.</p> <p>Authorized Signature: _____</p> <p>Typed or Printed Name: _____ Date: Click here to enter a date.</p>	

5. TECHNICAL RESOURCES

As part of the staffing plan, proposer shall indicate the number of technical leads and developers who will be onboarded to the HRMS project.

Proposers shall complete Table 5, Technical Resource #1, for the proposed Core HR functional lead. Proposers shall complete Table 6, Technical Resource #2, for the proposed base benefits lead.

The technical leads shall have the following, at a minimum:

1. 84 months of experience with PeopleSoft HCM applications in a technical developer or technical lead role involving large PeopleSoft HCM implementations in the Core HR, Position Management, Base Benefits, eBenefits, and Benefits Administration modules.
2. 48 months of experience as a technical lead or manager involving large PeopleSoft 9.2 HCM implementations in the Core HR, Position Management, Base Benefits, eBenefits, and Benefits Administration modules. Experience should include leading developers in technical design and development.
3. Minimum of one project working on the latest PeopleSoft features, such as drop zones, page-field configurators, dashboards, activity guides, and pivot grids.
4. 48 months of experience in configuring workflow using AWE.
5. Minimum of one project leading a technical team on PeopleTools 8.56 or above.
6. Experience in an environment involving a broad spectrum of stakeholders leading full life cycle PeopleSoft HCM technical implementations.
7. 36 months of experience in analyzing and applying PUM images.
8. 36 months of experience leading development activities with Fluid Objects.

Table 5, Technical Resource #1

Proposed Consultant: _____	
Minimum Qualification 1: A minimum of 84 months of experience with PeopleSoft HCM applications in a technical developer or technical lead role involving large PeopleSoft HCM implementations in the Core HR, Position Management, Base Benefits, eBenefits, and Benefits Administration modules.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's roles and responsibilities related to <minimum qualification 1>:	

Proposed Consultant: _____	
Minimum Qualification 2: A minimum of 48 months of experience as a technical lead or manager involving large PeopleSoft 9.2 HCM implementations in the Core HR, Position Management, Base Benefits, eBenefits, and Benefits Administration modules. Experience should include leading developers in technical design and development.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's professional experience with <minimum qualification 2>:	
Minimum Qualification 3: A minimum of one project working on the latest PeopleSoft features, such as drop zones, page-field configurators, dashboards, activity guides, and pivot grids.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's roles and responsibilities related to <minimum qualification 3>:	
Minimum Qualification 4: A minimum of 48 months of experience in configuring workflow using AWE.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's professional experience with <minimum qualification 4>:	
Minimum Qualification 5: A minimum of one project leading technical team on PeopleTools 8.56 or above.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	

Proposed Consultant: _____	
Description of Consultant's roles and responsibilities related to <minimum qualification 5>:	
Minimum Qualification 6: Experience in an environment involving a broad spectrum of stakeholders leading full life cycle PeopleSoft HCM technical implementations.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's professional experience with <minimum qualification 6>:	
Minimum Qualification 7: A minimum of 36 months of experience in analyzing and applying PUM images.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's roles and responsibilities related to <minimum qualification 7>:	
Minimum Qualification 8: A minimum of 36 months of experience leading development activities with Fluid Objects.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's professional experience with <minimum qualification 8>:	
<p>CERTIFICATION: I hereby certify that: 1) all statements made on this form are true and complete, to the best of my knowledge, including the verification of any experience; and 2) to the best of my knowledge, the consultant will be available for the duration of the engagement.</p> <p>Authorized Signature: _____</p> <p>Typed or Printed Name: _____ Date: Click here to enter a date.</p>	

Table 6, Technical Resource #2

Proposed Consultant: _____	
Minimum Qualification 1: A minimum of 84 months of experience with PeopleSoft HCM applications in a technical developer or technical lead role involving large PeopleSoft HCM implementations in the Core HR, Position Management, Base Benefits, eBenefits, and Benefits Administration modules.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's roles and responsibilities related to <minimum qualification 1>:	
Minimum Qualification 2: A minimum of 48 months of experience as a technical lead or manager involving large PeopleSoft 9.2 HCM implementations in the Core HR, Position Management, Base Benefits, eBenefits, and Benefits Administration modules. Experience should include leading developers in technical design and development.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's professional experience with <minimum qualification 2>:	
Minimum Qualification 3: A minimum of one project working on the latest PeopleSoft features, such as drop zones, page-field configurators, dashboards, activity guides, and pivot grids.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's roles and responsibilities related to <minimum qualification 3>:	
Minimum Qualification 4: A minimum of 48 months of experience in configuring workflow using AWE.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	

Proposed Consultant: _____	
Project(s) Name and Description (including scope):	
Description of Consultant's professional experience with <minimum qualification 4>:	
Minimum Qualification 5: A minimum of one project leading technical team on PeopleTools 8.56 or above.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's roles and responsibilities related to <minimum qualification 5>:	
Minimum Qualification 6: Experience in an environment involving a broad spectrum of stakeholders leading full life cycle PeopleSoft HCM technical implementations.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's professional experience with <minimum qualification 6>:	
Minimum Qualification 7: A minimum of 36 months of experience in analyzing and applying PUM images.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's roles and responsibilities related to <minimum qualification 7>:	
Minimum Qualification 8: A minimum of 36 months of experience leading development activities with Fluid Objects.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	

Proposed Consultant: _____	
Project(s) Name and Description (including scope):	
Description of Consultant's professional experience with <minimum qualification 8>:	
<p>CERTIFICATION: I hereby certify that: 1) all statements made on this form are true and complete, to the best of my knowledge, including the verification of any experience; and 2) to the best of my knowledge, the consultant will be available for the duration of the engagement.</p> <p>Authorized Signature: _____</p> <p>Typed or Printed Name: _____ Date: Click here to enter a date.</p>	

6. DATA CONVERSION RESOURCES

As part of the staffing plan, proposer shall indicate the number of conversion leads and conversion analysts who will be onboarded to the HRMS project.

Proposers shall complete Table 7, Data Conversion Lead, for one of the proposed data conversion leads.

The conversion leads shall possess the following, at a minimum:

1. 48 months of experience as a conversion lead or manager involving large PeopleSoft 9.2 HCM implementations in the Core HR, Position Management, Base Benefits, eBenefits, and Benefits Administration modules. Experience should include leading developers in technical design and development.
2. Minimum of three projects leading conversion activities related to PeopleSoft HCM implementation involving 50,000+ employees.
3. Minimum of one project leading a conversion team on PeopleTools 8.56 or above.
4. Experience in an environment involving a broad spectrum of stakeholders leading full life cycle PeopleSoft HCM technical implementations.

Table 7, Data Conversion Lead

Proposed Consultant: _____	
Minimum Qualification 1: A minimum of 48 months of experience as a conversion lead or manager involving large PeopleSoft 9.2 HCM implementations in the Core HR, Position Management, Base Benefits, eBenefits, and Benefits Administration modules. Experience should include leading developers in technical design and development.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's roles and responsibilities related to <minimum qualification 1>:	
Minimum Qualification 2: A minimum of three projects leading conversion activities related to PeopleSoft HCM implementation involving 50,000+ employees.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	

Proposed Consultant: _____	
Description of Consultant's professional experience with <minimum qualification 2>:	
Minimum Qualification 3: A minimum of one project leading a conversion team on PeopleTools 8.56 or above.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's roles and responsibilities related to <minimum qualification 3>:	
Minimum Qualification 4: Experience in an environment involving a broad spectrum of stakeholders leading full life cycle PeopleSoft HCM technical implementations.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's professional experience with <minimum qualification 4>:	
<p>CERTIFICATION: I hereby certify that: 1) all statements made on this form are true and complete, to the best of my knowledge, including the verification of any experience; and) to the best of my knowledge, the consultant will be available for the duration of the engagement.</p> <p>Authorized Signature: _____</p> <p>Typed or Printed Name: _____ Date: Click here to enter a date.</p>	

7. SECURITY RESOURCES

The proposer shall indicate the number of security leads and security analysts who will be onboarded to the HRMS project.

Proposers shall complete Table 8, Security Lead, for one of the proposed security leads.

The security resources shall possess the following, at a minimum:

1. 60 months of application security administration experience in a PeopleSoft 9.2 environment with skills including but not limited to role and permission grant functions, workflow, PeopleSoft security configurations, query security, user preferences, row-level security, and component security.
2. Minimum of one PeopleSoft HCM implementation project leading security activities in an environment involving a broad spectrum of stakeholders with 50,000+ employees.
3. 48 months of experience as a security lead or manager involving large PeopleSoft 9.2 HCM implementations in the Core HR, Position Management, Base Benefits, eBenefits, and Benefits Administration modules. Experience should include leading security analysts in the security design and setup of:
 - A. Analyzing appropriate roles, permission lists, and row-level security for all functional areas within each environment.
 - B. Maintaining and migrating security across multiple databases in support of database refresh activities.
 - C. Analyzing and resolving security and access problems in PeopleSoft environments.
 - D. Working with functional, technical, and stakeholder groups in defining and documenting security requirements and configuring security (both data permissions and component/page access).
 - E. Setup of the department tree and query tree and related permissions.
4. Minimum of one project in PeopleTools 8.56 or above.

Table 8, Security Lead

Proposed Consultant: _____	
Minimum Qualification 1: A minimum of 60 months of application security administration in a PeopleSoft 9.2 environment with skills including but not limited to role and permission grant functions, workflow, PeopleSoft security configurations, query security, user preferences, row-level security, and component security.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	

Proposed Consultant: _____	
Description of Consultant's roles and responsibilities related to <minimum qualification 1>:	
Minimum Qualification 2: A minimum of one PeopleSoft HCM implementation project leading security activities in an environment involving a broad spectrum of stakeholders with 50,000+ employees.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's professional experience with <minimum qualification 2>:	
Minimum Qualification 3: A minimum of 48 months of experience as a security lead or manager involving large PeopleSoft 9.2 HCM implementations in the Core HR, Position Management, Base Benefits, eBenefits, and Benefits Administration modules. Experience should include leading security analysts in the security design and setup: <ul style="list-style-type: none"> Analyzing appropriate roles, permission lists, and row-level security for all functional areas within each environment. Maintaining and migrating security across multiple databases in support of database refresh activities. Analyzing and resolving security and access problems in PeopleSoft environments. Working with functional, technical, and stakeholder groups in defining and documenting security requirements and configuring security (both data permissions and component/page access). Setup of the department tree and query tree and related permissions. 	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's roles and responsibilities related to <minimum qualification 3>:	
Minimum Qualification 4: A minimum of one project in PeopleTools 8.56 or above.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's professional experience with <minimum qualification 4>:	

Proposed Consultant: _____

CERTIFICATION: I hereby certify that: 1) all statements made on this form are true and complete, to the best of my knowledge, including the verification of any experience; and 2) to the best of my knowledge, the consultant will be available for the duration of the engagement.

Authorized Signature: _____

Typed or Printed Name:

Date: [Click here to enter a date.](#)

8. PEOPLESOFT ADMINISTRATORS

As part of the staffing plan, proposer shall indicate the number of PeopleSoft administrators and Oracle Database Administrators (DBAs) who will be onboarded to the HRMS project to assist the PeopleSoft administrator lead.

Proposers shall complete Table 9, PeopleSoft Administrator, for one of the proposed PeopleSoft administrators.

Proposers shall complete Table 10, Oracle Database Administrator, for one of the proposed Oracle DBAs.

These individuals shall possess the following, at a minimum:

1. 84 months of experience in PeopleSoft administration duties, including but not limited to installation, configuration, tuning, upgrade/patching, and setup and configuration of process scheduler servers, web server domains, and application server domains.
2. 48 months of experience as a PeopleSoft administration lead or manager involving large PeopleSoft 9.2 HCM implementations in building, configuring, overseeing, and troubleshooting PeopleSoft application systems in a high availability, fast-paced on-site environment.
3. Minimum of one project setting up PeopleSoft infrastructure with self-service capabilities for 50,000+ employees.
4. Minimum of one project in PeopleTools 8.56 or above.
5. Minimum of one project implementing Elastic Search.
6. 36 months of experience in analyzing and applying PUM images.
7. 48 months of experience in working with infrastructure team members (network, systems, security, and DBAs) to build and deliver services in a stable, highly available and secure multi-instance environment.
8. 24 months of experience managing or providing Oracle database administration activities.

Table 9, PeopleSoft Administrator

Proposed Consultant: _____	
Minimum Qualification 1: A minimum of 84 months of experience in PeopleSoft administration duties, including but not limited to installation, configuration, tuning, upgrade/patching, and setup and configuration of process scheduler servers, web server domains, and application server domains.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's roles and responsibilities related to <minimum qualification 1>:	
Minimum Qualification 2: A minimum of 48 months of experience as a PeopleSoft administration lead or manager involving large PeopleSoft 9.2 HCM implementations in building, configuring, overseeing, and troubleshooting PeopleSoft application systems in a high availability, fast-paced on-site environment.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's professional experience with <minimum qualification 2>:	
Minimum Qualification 3: A minimum of one project setting up PeopleSoft infrastructure with self-service capabilities for 50,000+ employees.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's roles and responsibilities related to <minimum qualification 3>:	
Minimum Qualification 4: A minimum of one project in PeopleTools 8.56 or above.	
Dates (month/year) of Experience:	

Proposed Consultant: _____	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's professional experience with <minimum qualification 4>:	
Minimum Qualification 5: A minimum of one project in implementing Elastic Search.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's roles and responsibilities related to <minimum qualification 5>:	
Minimum Qualification 6: A minimum of 36 months of experience in analyzing and applying PUM images.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's professional experience with <minimum qualification 6>:	
Minimum Qualification 7: A minimum of 48 months of experience in working with infrastructure team members (network, systems, security, and DBAs) to build and deliver services in a stable, highly available and secure multi-instance environment.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's roles and responsibilities related to <minimum qualification 7>:	
Minimum Qualification 8: A minimum of 24 months of experience managing or providing Oracle database administration activities.	
Dates (month/year) of Experience:	

Proposed Consultant: _____	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's professional experience with <minimum qualification 8>:	
<p>CERTIFICATION: I hereby certify that: 1) all statements made on this form are true and complete, to the best of my knowledge, including the verification of any experience; and 2) to the best of my knowledge, the consultant will be available for the duration of the engagement.</p> <p>Authorized Signature: _____</p> <p>Typed or Printed Name: _____ Date: Click here to enter a date.</p>	

Table 10, Oracle Database Administrator

Proposed Consultant: _____	
Minimum Qualification 1: A minimum of 84 months of experience in PeopleSoft administration duties, including but not limited to installation, configuration, tuning, upgrade/patching, and setup and configuration of process scheduler servers, web server domains, and application server domains.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's roles and responsibilities related to <minimum qualification 1>:	
Minimum Qualification 2: A minimum of 48 months of experience as a PeopleSoft administration lead or manager involving large PeopleSoft 9.2 HCM implementations in building, configuring, overseeing, and troubleshooting PeopleSoft application systems in a high availability, fast-paced on-site environment.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's professional experience with <minimum qualification 2>:	
Minimum Qualification 3: A minimum of one project setting up PeopleSoft infrastructure with self-service capabilities for 50,000+ employees.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's roles and responsibilities related to <minimum qualification 3>:	
Minimum Qualification 4: A minimum of one project in PeopleTools 8.56 or above.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	

Proposed Consultant: _____	
Project(s) Name and Description (including scope):	
Description of Consultant's professional experience with <minimum qualification 4>:	
Minimum Qualification 5: A minimum of one project in implementing Elastic Search.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's roles and responsibilities related to <minimum qualification 5>:	
Minimum Qualification 6: A minimum of 36 months of experience in analyzing and applying PUM images.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's professional experience with <minimum qualification 6>:	
Minimum Qualification 7: A minimum of 48 months of experience in working with infrastructure team members (network, systems, security, and DBAs) to build and deliver services in a stable, highly available and secure multi-instance environment.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's roles and responsibilities related to <minimum qualification 7>:	
Minimum Qualification 8: A minimum of 24 months of experience managing or providing Oracle database administration activities.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	

Proposed Consultant: _____	
Project(s) Name and Description (including scope):	
Description of Consultant's professional experience with <minimum qualification 8>:	
<p>CERTIFICATION: I hereby certify that: 1) all statements made on this form are true and complete, to the best of my knowledge, including the verification of any experience; and 2) to the best of my knowledge, the consultant will be available for the duration of the engagement.</p> <p>Authorized Signature: _____</p> <p>Typed or Printed Name: _____ Date: Click here to enter a date.</p>	

9. TEST MANAGER/QA LEAD

The test manager will be responsible for:

1. Providing testing subject matter expertise for HCM-specific applications, business processes, and policies.
2. Understanding the architecture and configuration of test environments and test scenario conditions/parameters by providing the overall framework for all tests to be performed.
3. Managing resources to appropriately support the type of testing required and to meet the level of effort required for timely completion of test events.
4. Developing a test strategy, test plan, and test scripts, and providing regular progress reports to client stakeholders.
5. Managing user acceptance testing (UAT).
6. Proposers shall complete Table 11, Test Manager, for the proposed test manager.

The test manager shall possess the following experience:

1. Minimum of five years of experience in a test management role.
2. Minimum of four years of relevant PeopleSoft HCM IT testing experience.
3. Experience in managing and leading testing and evaluation activities for multiple sustainment and new development releases concurrently, in multiple test environments.
4. Experience in developing, implementing, and managing test cases and test scripts.
5. Experience creating and using a requirements traceability matrix (RTM) to manage testing scope and track defects.
6. Experience designing, implementing, and conducting test and evaluation procedures to ensure that functional and nonfunctional requirements are met.
7. Experience with, and strong understanding of, PeopleSoft systems.

It is preferred that the test manager possess a bachelors' degree in IT or an engineering field.

Table 11, Test Manager

Proposed Consultant: _____	
Minimum Qualification 1: A minimum of five years of experience in a test management role.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	

Proposed Consultant: _____	
Description of Consultant's roles and responsibilities related to <minimum qualification 1>:	
Minimum Qualification 2: A minimum of four years of relevant PeopleSoft HCM IT testing experience.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's professional experience with <minimum qualification 2>:	
Minimum Qualification 3: Experience in managing and leading testing and evaluation activities for multiple sustainment and new development releases concurrently, in multiple test environments.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's roles and responsibilities related to <minimum qualification 3>:	
Minimum Qualification 4: Experience in developing, implementing, and managing test cases and test scripts.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's professional experience with <minimum qualification 4>:	
Minimum Qualification 5: Experience creating and using RTMs to manage testing scope and track defects.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	

Proposed Consultant: _____	
Description of Consultant's roles and responsibilities related to <minimum qualification 5>:	
Minimum Qualification 6: Experience designing, implementing, and conducting test and evaluation procedures to ensure that functional and nonfunctional requirements are met.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's professional experience with <minimum qualification 6>:	
Minimum Qualification 7: Experience with, and strong understanding of, PeopleSoft systems.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's roles and responsibilities related to <minimum qualification 7>:	
<p>CERTIFICATION: I hereby certify that: 1) all statements made on this form are true and complete, to the best of my knowledge, including the verification of any experience; and 2) to the best of my knowledge, the consultant will be available for the duration of the engagement.</p> <p>Authorized Signature: _____</p> <p>Typed or Printed Name: _____ Date: Click here to enter a date.</p>	

10. TRAINING LEAD

The training lead is responsible for defining training needs, developing and customizing training curricula and training materials, and overseeing the contractor's delivery of training, including hands-on practice sessions.

Proposers shall complete Table 12, Training Lead, for the proposed training lead.

Responsibilities include:

1. Functioning as the primary training and implementation resource.
2. Coordinating and participating in the assessment of training needs.
3. Designing and building a customized HRMS training curriculum for NYS needs, including a combination of on-site training, follow-up training, go-live assistance, Computer Based Training (CBT) for new employees, and refresher courses for all employees.
4. Coordinating all activities related to implementing and facilitating communication among the key participants.
5. Developing and scheduling timelines for the training and implementation aspects of the project; then consistently delivering milestones that meet those timelines.
6. Traveling on-site as needed to assist with various training activities.
7. Managing the development or modification of training materials and documentation, including online manuals and workflow documentation to meet NYS needs.
8. Communicating effectively with all levels of the HRMS organization.

The training lead shall possess the following experience:

1. Minimum of five years of experience in organizing and managing training for human resources organizations.
2. Minimum of 10 years of relevant professional experience. That experience must include work similar in scope to that outlined in the scope of work.
3. Public sector experience.
4. Proficiency in Microsoft Word, Excel, PowerPoint, Project, and Visio, and with Adobe Acrobat.
5. Superior English written and oral communication skills.

Table 12, Training Lead

Proposed Consultant: _____	
Minimum Qualification 1: A minimum of five years of experience in organizing and managing training for human resources organizations.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's roles and responsibilities related to <minimum qualification 1>:	
Minimum Qualification 2: A minimum of 10 years of relevant professional experience. That experience must include work similar in scope to that outlined in the Scope of Work.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's professional experience with <minimum qualification 2>:	
Minimum Qualification 3: Public sector experience.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's roles and responsibilities related to <minimum qualification 3>:	
Minimum Qualification 4: Proficiency in Microsoft Word, Excel, PowerPoint, Project, and Visio, and with Adobe Acrobat.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	

Proposed Consultant: _____	
Description of Consultant's professional experience with <minimum qualification 4>:	
Minimum Qualification 5: Superior English written and oral communication skills.	
Dates (month/year) of Experience:	
Client Name(s) (Include contact information for each client.):	
Project(s) Name and Description (including scope):	
Description of Consultant's roles and responsibilities related to <minimum qualification 5>:	
<p>CERTIFICATION: I hereby certify that: 1) all statements made on this form are true and complete, to the best of my knowledge, including the verification of any experience; and 2) to the best of my knowledge, the consultant will be available for the duration of the engagement.</p> <p>Authorized Signature: _____</p> <p>Typed or Printed Name: _____ Date: Click here to enter a date.</p>	



**Office of
General Services**

ANDREW M. CUOMO
Governor

ROANN M. DESTITO
Commissioner

Request for Proposal (RFP) #2204

Attachment 8

Human Resources Management System (HRMS)

Infrastructure Hardware and Software

***Please note in order to receive Attachment 8, you must first
submit Appendix G - Nondisclosure Agreement**



**Office of
General Services**

ANDREW M. CUOMO
Governor

ROANN M. DESTITO
Commissioner

Request for Proposal (RFP) #2204

Attachment 9

Human Resources Management System (HRMS)

Technical Proposal Narrative

*Digital version may be found at:
<https://ogs.ny.gov/procurement/bid-opportunities>

TABLE OF CONTENTS

1.	TECHNICAL PROPOSAL NARRATIVE INSTRUCTIONS.....	1
2.	CORE BUSINESS PROCESSES.....	1
2.1	Core HR	1
2.2	Compensation	2
2.3	Title and Position Management	2
2.4	Leave Administration	3
2.5	Benefits Administration	3
2.6	Health and Safety	4
2.7	Performance Management	5
2.8	Labor Administration and Grievances	5
3.	IMPLEMENTATION	6
4.	INFRASTRUCTURE	7
5.	DELIVERABLE REQUIREMENTS.....	10
5.1	Project Planning	10
5.1.1	<i>PP1 – Project Management Planning.....</i>	<i>10</i>
5.1.2	<i>PP2 – Test Strategy.....</i>	<i>11</i>
5.1.3	<i>PP3 – Training Strategy.....</i>	<i>11</i>
5.1.4	<i>PP4 – HRMS Project Team Knowledge Transfer Planning</i>	<i>11</i>
5.1.5	<i>PP5 – Information Security Planning.....</i>	<i>12</i>
5.1.6	<i>PP6 – Infrastructure Planning</i>	<i>12</i>
5.1.7	<i>PP7 – Organizational Change Planning</i>	<i>12</i>
5.2	Analysis and Design	13
5.2.1	<i>AD1 – Business Requirements Confirmation</i>	<i>13</i>
5.2.2	<i>AD2 – Configuration and Customization Analysis</i>	<i>13</i>
5.2.3	<i>AD3 – HRMS Design</i>	<i>13</i>
5.3	Configuration and Development	14
5.3.1	<i>CD1 – Configuration and Build.....</i>	<i>14</i>
5.3.2	<i>CD2 – HRMS Technical Infrastructure Assessment.....</i>	<i>14</i>
5.3.3	<i>CD3 – Interface Implementation.....</i>	<i>15</i>
5.4	Data Conversion and Migration	15
5.4.1	<i>DC1 – Data Conversion/Migration Planning.....</i>	<i>15</i>
5.4.2	<i>DC2 – Data Conversion</i>	<i>16</i>
5.4.3	<i>DC3 – Data Migration</i>	<i>17</i>
5.5	Testing	17
5.5.1	<i>TE1 – Data Conversion and Data Migration Testing</i>	<i>17</i>
5.5.2	<i>TE2 – Security Testing.....</i>	<i>17</i>

5.5.3	<i>TE3 – Systems Integration Testing</i>	18
5.5.4	<i>TE4 – Performance and Load Testing</i>	18
5.5.5	<i>TE5 – User Acceptance Testing</i>	18
5.6	<i>Training</i>	19
5.6.1	<i>TR1 – Training Planning</i>	19
5.6.2	<i>TR2 – Training Materials</i>	19
5.6.3	<i>TR3 – Instructor-Led Training</i>	19
5.6.4	<i>TR4 – IT Operations and Procedures Manual</i>	19
5.7	<i>Organizational Readiness</i>	20
5.7.1	<i>OR1 – Workforce Transition Planning</i>	20
5.7.2	<i>OR2 – Operational Readiness Assessment</i>	20
5.7.3	<i>OR3 – Deployment Preparation</i>	20
5.8	<i>Deployment and Go-Live Support</i>	21
5.8.1	<i>DG1 – Deployment and Go-Live Report</i>	21
5.8.2	<i>DG2 – HRMS Production Support</i>	21
5.8.3	<i>DG3 – HRMS Change Control</i>	21

1. TECHNICAL PROPOSAL NARRATIVE INSTRUCTIONS

When completing the technical proposal Narrative, **DO NOT** include any pricing information. Proposers must submit a narrative describing their approach to the engagement using the format and content below.

If attaching a separate document, please enter the document name in the provided boxes.

2. CORE BUSINESS PROCESSES

This section seeks to get the proposer's approach to implementing the core business processes defined in HRMS SI RFP Section 2.4 and HRMS Attachment 10 – Core Business Processes.

2.1 Core HR

1. Describe your overall approach to implementing the core business processes specified in HRMS SI RFP Section 2.4 and HRMS Attachment 10, Section 2 given that there are three planned deployments.

2. Describe your approach to implementing functionality for employees who may incur one or more positions for which they are being paid while encumbering one or more positions for which they are not being paid at the same time.

3. Describe your approach to implementation for allowing the appointment of an employee and placing them on immediate leave until a later start date; by statute and policy, these dates have different impacts to seniority and other benefits.

4. Describe your approach to have a consistent hire/rehire checklist to help guide agencies in the process that allows for uniqueness across agencies.

5. Describe your approach to implementing an employee transfer from one agency to another, a position change within the same agency, changes or upgrades to all positions, and preserving an employee's rights to a formerly held or currently held position.

6. Describe your approach for implementing functionality for employee self-service to allow some changes to be automatically updated while others require manual review and update.

7. Describe your approach for implementing payroll certification by the Department of Civil Service (DCS) to the Office of the State Comptroller's (OSC) Payroll System (PayServ).

8. Describe your approach for implementing electronic alerts/notifications in the HRMS using email and text messaging for NYS employees and to allow NYS to setup account activity types, alerts/notifications, delivery methods, and their maintenance.

2.2 Compensation

1. Describe your approach to implementing the compensation business processes specified in HRMS SI RFP Section 2.4 and HRMS Attachment 10 – Core Business Processes, Section 3.

2. Describe your proposed approach to implementing functionality for agencies to request salary differentials for job titles that may affect some or all positions under CSL §130.

3. Describe your proposed approach to implementing functionality for agencies to request an increased minimum salary for a new employee and equivalent qualification salary increases for existing, impacted employees in the same job title of the new employee under CSL §131.1a.

4. Describe your proposed approach to implementing functionality for agencies to request a compensation adjustment for employees and positions that require Budget Director Approval (BDA).

2.3 Title and Position Management

1. Describe your approach to implementing the title and position management business processes specified in HRMS SI RFP Section 2.4 and HRMS Attachment 10 – Core Business Processes, Section 4.

2. Describe your proposed approach for implementing functionality to secure comments from being viewable by certain approvers and reviewers in the workflow.

3. Describe your proposed approach for reengineering the waiver and exemptions functionality to enable NYS agencies to fill positions when all or some positions are not allowed to be filled without the permission of the New York State Division of the Budget.

-
4. Describe your proposed approach to implementing functionality for agencies to request to create and fill a new or existing non-statutory position with a selected candidate that has been identified as requiring BDA.
-

5. Describe your proposed approach to implementing workload tracking and reporting functionality to enable searching using a wide variety of data elements that allow users to open transactions from the results and provide the ability for users to export the results to Microsoft Excel.
-

6. Describe your proposed approach to implementing the requirement of document attachments for certain transactions and security for document attachments to limit which groups of users can view optional and required documents.
-

7. Describe your proposed approach to implementing mass change functionality and how time limits and an approval process would be included.
-

2.4 Leave Administration

1. Describe your approach to implementing the leave administration business processes specified in HRMS SI RFP Section 2.4 and HRMS Attachment 10 – Core Business Processes, Section 5.
-

2. Describe your proposed approach to implementing self-service capability for employees to request various leaves of absence.
-

3. Describe your proposed approach to implementing leave of absence functionality in which leave balances are maintained in an external system and have those balances available for self-service requests and to Human Resources (HR) staff for review and management.
-

2.5 Benefits Administration

1. Describe your approach to implementing the benefit operations specified in HRMS SI RFP Section 2.4 and HRMS Attachment 10 – Core Business Processes, Section 6, given that there is a centralized Employee Benefits Division (EBD) for overall benefits administration but there are decentralized Health Benefits Administrators (HBA).
-

2. Describe your proposed approach for implementing benefits administration for participating agencies, state and non-state retirees, young adults, survivors, etc., who are not state employees but for whom NYS provides benefits through the New York State Health Insurance Program (NYSHIP).

3. Describe your proposed approach for implementing benefits self-service capability for enrollees, state and non-state retirees, young adults, survivors, etc., who are not state employees but for whom NYS provides benefits through NYSHIP.

4. Describe your proposed approach for implementing benefits self-service to allow benefit enrollees to make personal data and life event changes, which may allow the updates to take effect automatically or require workflow.

5. Describe your proposed approach for implementing functionality to display and report on claim information received from the insurance carrier that is related to the Income Protection Plan (IPP) and to New York State Paid Family Leave (NYS PFL) benefits.

6. Describe your approach for implementing electronic alerts/notifications in the HRMS using email and text messaging for NYS employees and benefit enrollees and to allow NYS to setup account activity types, and alerts/notifications, delivery methods, and their maintenance.

7. Describe your plan and approach for benefit billing and processing in the HRMS with Payroll and Pension functionality existing in separate systems.

2.6 Health and Safety

1. Describe your approach to implementing the health and safety business processes specified in HRMS SI RFP Section 2.4 and HRMS Attachment 10 – Core Business Processes, Section 7.

2. Describe your proposed approach to implementing the intake, management, and reporting of workplace incidents, accidents, and illnesses and to interface with other state agency systems for insurance and workers' compensation processing.

3. Describe your proposed approach to implementing the intake, management, and reporting of workplace incidents, accidents, and illnesses at a level at which the locations where those

incidents occurred could be more detailed than currently captured within the HRMS organizational level.

2.7 Performance Management

1. Describe your approach to implementing the performance management business processes specified in HRMS SI RFP Section 2.4 and HRMS Attachment 10 – Core Business Processes, Section 8.

2. Describe your approach to implementing ePerformance for organizations with various employee types, bargaining units, business rules, and evaluation periods as specified in HRMS SI RFP Section 2.4 and HRMS Attachment 10 – Core Business Processes, Section 8.

3. Describe a challenge that you have faced with implementing ePerformance, what the complexities were, and how you solved them.

4. Describe your approach to implementing the workflow requirements throughout various stages of the performance program, such as defining criteria, defining checkpoints, creating program revisions, and performing the final evaluation as specified in HRMS SI RFP Section 2.4 and HRMS Attachment 10 – Core Business Processes, Section 8.

5. Describe your approach to implementing probationary evaluations that are due prior to the end of an incumbent's probation and how you would handle the requirements to address the probation needs of both incumbent and encumbent positions.

2.8 Labor Administration and Grievances

1. Describe your approach to implementing the labor administration business processes specified in HRMS SI RFP Section 2.4 and HRMS Attachment 10 – Core Business Processes, Section 9.

2. Describe your proposed approach to implementing functionality that will allow Out-of-Title-Work Grievances (OTWG) to flow back and forth between the agency and control agencies but secure certain information/comments from being shared with the agency when returned to them.

3. Describe your proposed approach to implementing functionality that will allow OTWG to be reopened in which a final determination was made but the grievance was appealed to the NYS Supreme Court, pursuant to Article 78 of the Civil Service Practice Law and Rules.

4. Describe your proposed approach to implementing the security requirement for document attachments.

3. IMPLEMENTATION

This section seeks to get the proposer's approach to implementing the HRMS.

1. Describe your high-level approach to providing the Oracle PeopleSoft system integration services as described in Section 2 (Detailed Scope Of Work/Service Requirements) of this RFP.

2. Describe, in detail, your implementation strategy for the transition of Human Capital Management (HCM), New York Benefits Eligibility and Accounting System (NYBEAS), and New York State Electronic Personnel (NYSTEP) into the HRMS, in coordination with NYS staff.

3. Describe, in detail, how you plan to address the phased approach described in HRMS SI RFP Section 2.7. Include in your description, a timeline and explanation of overlaps between deployments; how you plan to implement HCM and NYSTEP in the first deployment, NYBEAS in the second deployment, and expanding ePerformance and additional functionality in the third deployment.

4. Describe, in detail, your plan to address the numerous necessary system integrations described in HRMS SI RFP Section 2.3.

5. Describe how your proposed implementation strategy has been successful in previous PeopleSoft implementations.

6. Describe any software tools that you plan to use beyond those described in HRMS Attachment 8 - HRMS Infrastructure Hardware/Software. If you intend to use any proprietary tools/software that NYS does not own that would require NYS to procure/obtain that software to maintain the deliverables post-implementation, please describe the tools/software here.

7. Describe your proposed approach to the data conversion and data migration as described in HRMS SI RFP Section 2.5.

8. Describe how your data conversion and data migration approach aligns with the identified responsibilities provided in HRMS SI RFP Table 3, Data Conversion Responsibility Matrix.

9. Describe your proposed document storage approach and provide a recommendation of where to store the large number of documents expected to be associated with the HRMS, including storing documents in the database, or storing documents in a file server.

10. Describe your proposed approach to meet the Data Storage requirements outlined in RFP Section 2.5 Data Conversion and Migration and your plan to ensure a secure and transparent connection from HRMS to the Secondary Data Storage solution for the users to access the data and documents.

11. Describe your data conversion and data migration experience.

12. Describe your data retention and data archive experience.

13. Describe how your proposed data conversion and data migration approach has been successful in previous PeopleSoft implementations.

14. Describe your plan and approach on how you transition from heavily customized HR and Benefit legacy systems to HRMS with the goal of minimizing customizations.

4. INFRASTRUCTURE

This section seeks to get the proposer's approach to providing services for Section 2.6 Infrastructure Hardware/Software of the RFP.

1. Describe your company's expertise on implementing Oracle PeopleSoft Portal on a Unix/Linux platform. Include in your description information on setting up multiple web profiles, configuring integration broker, and integrating multiple PeopleSoft applications via PeopleSoft Portal.

2. Describe your company's expertise on applying PeopleSoft upgrades and patching, Weblogic upgrades and patching, and what tools you plan to use for the PeopleSoft upgrades and patching.

3. Describe your company's expertise on implementing Oracle PeopleSoft HCM on a Unix/Linux platform.

4. Describe your company's expertise and approach on implementing a high availability PeopleSoft scheduler and what tools you would use to manage the PeopleSoft batch processes.

5. Describe your company's expertise on implementing Peoplesoft's HCM self-service including, the number of self-service users that it supports, any challenges in the design, and the solutions used to overcome those challenges.

6. Describe your company's expertise and approach on interfacing HCM with other PeopleSoft and non-PeopleSoft systems and what tools you would use to manage those flows.

7. Describe your company's expertise on implementing a Peoplesoft search component like Elastic Search in a high availability configuration and what tools you use to manage that search component.

8. Describe your company's expertise on implementing PeopleSoft Migrations using PeopleSoft tools and third-party tools like Phire. Identify any other tools that you plan to use.

9. Describe your company's expertise and approach on securing Oracle PeopleSoft Portal and HCM. Include in your description use and implementation of multi-factor single on, data masking, encryption and secure data sharing with other systems. Identify what tools you plan to use.

10. Describe your company's expertise on applying PeopleSoft Portal, HCM upgrades and patches. Identify what tools you plan to use.

11. Describe your company's expertise on implementing the WebLogic suite on a Unix/Linux platform, including implementing clustering on WebLogic web servers for high availability in a PeopleSoft implementation.

12. Describe your company's expertise on applying WebLogic and Oracle HTTP server upgrades and patches. Identify what tools you plan to use.

13. Describe your company's expertise on implementing a high availability Oracle database on a Unix/Linux platform. Include in your description, information on database features like Real Application Clusters (RAC), Active/Active Data Guard, and Oracle database replication and backups.

14. Describe your company's expertise on implementing Oracle Service Oriented Architecture (SOA) for managing the HCM integrations with other systems. Include in your description, information on upgrading and patching SOA and setting up a high availability SOA environment.

15. Describe your company's approach to providing a PeopleSoft multi-tier architecture capable of supporting the HRMS environments described in HRMS Attachment 8 – Infrastructure Hardware and Software.

16. Describe your company's expertise with setting up/tuning Oracle databases on an Exadata system using multitenant, RAC and Active/Active Data Guard.

17. Describe your company's approach for setting up a backup and recovery strategy for Oracle databases on an Exadata. NYS has an Enterprise backup system. Describe what additional tools you plan to use.

18. Describe your company's approach to performing Oracle database refreshes/cloning and describe the strategy you plan to use. Describe what tools you plan to use.

19. Describe your company's approach to addressing Oracle database failovers. Describe what tools you plan to use.

20. Describe your company's approach to migrating data from Oracle databases residing on Sparc Solaris servers to Oracle Linux on x86 servers.

21. Describe your company's expertise with implementing PeopleSoft on Oracle Linux and using Oracle best practices on Oracle engineered systems Private Cloud Appliance (PCA) and Exadata.

22. Describe your company's expertise with using Oracle Enterprise Manager to monitor the PeopleSoft and its components.

23. Describe your company's expertise with Oracle Virtualization and Oracle VM tools to optimize server creation, backup and recovery.

24. Describe your company's approach with creating new PeopleSoft Environments. Describe any tools that you would plan to use.

5. DELIVERABLE REQUIREMENTS

This section seeks to get the proposer's approach to providing services for Section 2.9 Deliverable Requirements of the RFP.

5.1 Project Planning

This section seeks to get the proposer's approach to providing services for the project planning deliverable requirements of the RFP.

5.1.1 PP1 – Project Management Planning

1. Describe your approach to providing the project management planning deliverables as specified in RFP Section 2.9.2.1.

2. Provide a detailed PP1-3 project schedule, as defined in RFP Section 2.9.2.1, with projected time frames.

3. Describe how the staff proposed to work on this project have the knowledge and ability to perform the services described in this RFP.

4. Provide an initial PM1-7 project staffing plan, as defined in RFP Section 2.9.2.1, deliverable.

5. Provide a detailed project management structure indicating how the System Integrator (SI) project manager will work with a NYS project director and a NYS project manager.

5.1.2 PP2 – Test Strategy

1. Describe your approach to providing the deployment test strategy deliverable as specified in HRMS SI RFP Section 2.9.2.2.

2. Provide a list of your reusable test assets. Describe your approach to using them in this implementation project. Identify testing tools you use and test scripts you can reuse.

3. Describe your approach to managing test data in different test environments.

4. Provide an example test strategy.

5.1.3 PP3 – Training Strategy

1. Describe your approach to providing the deployment training strategy deliverable as specified in HRMS SI RFP Section 2.9.2.3.

2. Describe your approach to training different stakeholder groups with various roles to ensure the users have a smooth transition to use the new HRMS.

3. Describe your approach and the tools you will be utilizing to develop and deliver training materials.

4. Provide an example training strategy that describes the different types of training the SI will perform.

5.1.4 PP4 – HRMS Project Team Knowledge Transfer Planning

1. Describe your approach to providing the HRMS project team knowledge transfer plan deliverables as specified in HRMS SI RFP Section 2.9.2.4.

2. Discuss your turnover approach and the services required for the transition of HRMS operations, services, and module components to NYS.

3. Provide an example project team knowledge transfer plan.

5.1.5 PP5 – Information Security Planning

1. Describe your approach to providing the information security plan deliverable as specified in HRMS SI RFP Section 2.9.2.5.

2. Describe your approach to providing adequate HRMS security for the HRMS infrastructure based on HRMS Attachment 3 – Requirements Traceability Matrix (RTM) and HRMS Attachment 8 - Infrastructure Hardware and Software.

3. Provide a draft information security plan.

5.1.6 PP6 – Infrastructure Planning

1. Describe your approach to providing the infrastructure plan deliverable as specified in HRMS SI RFP Section 2.9.2.6.

2. Describe your approach to providing a high availability design for the HRMS based on the information provided in the HRMS Attachment 8 - Infrastructure Hardware and Software.

3. Describe your approach to satisfying the HRMS infrastructure requirements specified in HRMS Attachment 3 – Requirements Traceability Matrix (RTM) and in HRMS Attachment 8, Infrastructure Hardware and Software.

5.1.7 PP7 – Organizational Change Planning

1. Describe your approach to preparing an organizational change management strategy and a workforce transition strategy as specified in HRMS SI RFP Section 2.9.2.7.

2. Provide a draft organizational change management strategy and/or a workforce transition strategy.

5.2 Analysis and Design

This section seeks to get the proposer's approach to providing services for the analysis and design deliverable requirements of the RFP.

5.2.1 AD1 – Business Requirements Confirmation

1. Describe your approach to providing the business requirements confirmation deliverables as specified in HRMS SI RFP Section 2.9.3.1.

2. Provide your analysis of the HRMS infrastructure as defined in HRMS Attachment 8 - Infrastructure Hardware and Software and the HRMS infrastructure requirements specified in HRMS Attachment 3 – Requirements Traceability Matrix (RTM). Indicate where you recommend changes to the infrastructure to satisfy the HRMS core business processes and HRMS requirements.

5.2.2 AD2 – Configuration and Customization Analysis

1. Describe your approach to providing the AD2-1 configuration and customization analysis deliverables as specified in RFP Section 2.9.3.2.

2. Provide examples where you expect to leverage PeopleSoft 9.2 solutions and to avoid customizations.

5.2.3 AD3 – HRMS Design

1. Describe your approach to providing the HRMS design deliverables as specified in HRMS SI RFP Section 2.9.3.3

2. Describe your approach to providing the AD3-1 conceptual design document(s), AD3-2 functional design document(s), AD3-3 functional specification document(s) and AD3-4 technical specification document(s).

3. Describe your approach to providing the AD3-5 infrastructure design specification document(s), AD3-6 configuration document(s) and AD3-7 application fundamentals document(s).

4. Describe your approach to providing the AD3-8 workflow document(s) as specified in HRMS SI RFP Section 2.9.3.3.

5. Describe your approach to providing the AD3-9 Security design document(s) and AD3-10 security matrix as specified in HRMS SI RFP Section 2.9.3.3.

5.3 Configuration and Development

This section seeks to get the proposer's approach to providing services for the configuration and development deliverable requirements of the RFP.

5.3.1 CD1 – Configuration and Build

1. Describe your approach to performing the configuration activities specified in HRMS SI RFP Section 2.9.4.1.

2. Describe your approach for providing the deliverables as specified in HRMS SI RFP Section 2.9.4.1.

3. Describe your approach for using the latest PeopleSoft tools such as Kibana.

4. Describe your approach for performing PeopleSoft configurations and customizations. How do you plan the PeopleSoft implementation so that there is minimal impact during future upgrades?

5.3.2 CD2 – HRMS Technical Infrastructure Assessment

1. Describe your approach to performing the technical infrastructure assessment as specified in HRMS SI RFP Section 2.9.4.2.

2. Describe your approach to assessing the needed environments for the HRMS based on the information provided in the Attachment 8 - Infrastructure Hardware and Software, and the HRMS infrastructure requirements specified in HRMS Attachment 3 – Requirements Traceability Matrix (RTM).

3. Provide examples from past projects of where you were able to reduce the infrastructure footprint and save the customer money.

-
4. Describe your approach for setting up the HRMS environments to provide efficiency and scalability to support the specified large volume of users in performing their various activities and at the same time maximize the system performance.
-

5. Describe your recommendation for the creation and usage of the HRMS infrastructure and environments for Development, Testing, Quality Assurance (QA), Conversion, Training, Production, etc., in respect to a project with multiple deployments. Please elaborate to include scenarios before Go-Live, post Deployment 1, post Deployment 2, and post Deployment 3.
-

5.3.3 CD3 – Interface Implementation

1. Describe your approach to performing the interface implementation as specified in HRMS SI RFP Section 2.9.4.3.
-

2. Provide examples of where you may be able to consolidate/eliminate interfaces and leverage existing PeopleSoft interface capabilities.
-

3. Describe your approach for designing and setting up the production schedule for reports, batch processes and interfaces involving dependencies. Please elaborate on the quality assurance steps that you recommend including in file processing to ensure the accuracy of the files.
-

4. Describe your approach for providing the deliverables as specified in HRMS SI RFP Section 2.9.4.3.
-

5.4 Data Conversion and Migration

This section seeks to get the proposer's approach to providing services for the data conversion and migration deliverable requirements of the RFP.

5.4.1 DC1 – Data Conversion/Migration Planning

1. Describe your approach to planning the data conversion/migration as specified in HRMS SI RFP Section 2.9.5.1.
-

2. Please indicate how your proposed data conversion methodology and responsibilities align with the responsibilities discussed in HRMS SI RFP Section 2.5. Discuss any differences in data conversion responsibilities.

3. Provide examples where you have successfully converted/migrated data of similar quantity to that specified in HRMS SI RFP Section 2.5, in timely fashion, with quality, and on budget.

4. Describe your approach, methods, and timing to complete the data loading and conversion of existing NYS data over to PeopleSoft 9.2, based on your experience, to meet the functionality needs of NYS. The sample data to be converted to PeopleSoft 9.2 is described in HRMS SI RFP Section 2.5.

5. Describe the expected number of data conversion cycles that will be required to perform the data conversion for each deployment of the HRMS.

6. Not all the NYS data will need to be converted to PeopleSoft 9.2. Historical data will need to be migrated to a long-term storage location that NYS refers to as Secondary Data Storage. Describe your approach and methodology to migrate historical information from the legacy systems to the long-term storage location(s) that will enable users to access historical data. NYS users should be able to access migrated historical data for reports, legal inquiries, audits, etc., and to perform corrections of the historical data where necessary.

7. Provide recommendations and plans to migrate and store more historical data than what is listed in RFP Section 2.5, to limit or eliminate expensive or unreasonable data archival requirements.

8. Propose methodologies, designs, plans, and solutions to permit NYS to maintain archived data.

9. Describe your approach for providing the deliverables as specified in HRMS SI RFP Section 2.9.5.1.

5.4.2 DC2 – Data Conversion

1. Describe your approach to performing the data conversion following the data conversion/migration plan developed in the DC1-1 data conversion/migration plan.

2. Describe your approach to providing the data conversion deliverables as specified in HRMS SI RFP Section 2.9.5.2.

5.4.3 DC3 – Data Migration

1. Describe your approach to performing the data migration following the data conversion/migration plan developed in DC1-1 data conversion/migration plan.

2. Describe your approach to providing the data migration deliverables as specified in HRMS SI RFP Section 2.9.5.3.

5.5 Testing

This section seeks to get the proposer's approach to providing services for the testing deliverable requirements of the RFP.

5.5.1 TE1 – Data Conversion and Data Migration Testing

1. Describe your approach to planning the data conversion testing following the PP2 test strategy.

2. Describe your approach to planning the data migration testing following the PP2 test strategy.

3. Describe your approach to providing the data conversion and data migration testing deliverables as specified in HRMS SI RFP Section 2.9.6.1.

5.5.2 TE2 – Security Testing

1. Describe your approach to planning the application security testing following the PP5 information security plan and as specified in HRMS SI RFP Section 2.9.6.2.

2. Describe your approach to providing the security testing deliverables as specified in HRMS SI RFP Section 2.9.6.2.

5.5.3 TE3 – Systems Integration Testing

1. Describe your approach to performing systems integration testing as specified in HRMS SI RFP Section 2.9.6.3.

2. Provide examples of where you successfully conducted system integration testing for customers and indicate what was the key to your success.

3. Describe your approach to providing the systems integration testing deliverables.

5.5.4 TE4 – Performance and Load Testing

1. Describe your approach to performing the performance and load testing activities as specified in HRMS SI RFP Section 2.9.6.4.

2. Provide examples where you made changes (infrastructure, code, process, etc.) for PeopleSoft implementations that improved system performance significantly.

3. Describe your approach to providing the performance and load testing deliverables.

5.5.5 TE5 – User Acceptance Testing

1. Describe your approach to performing the user acceptance testing activities as specified in HRMS SI RFP Section 2.9.6.5.

2. Provide examples where you successfully conducted User Acceptance Testing (UAT) with customers and describe what the key was to your success. What were the major challenges? How did your team overcome them?

3. Describe your approach to performing UAT of HRMS interfaces.

4. Describe your approach to providing the UAT deliverables as specified in HRMS SI RFP Section 2.9.6.5.

5. Provide an example draft UAT plan.

6. Provide an example draft UAT case.

5.6 Training

This section seeks to get the proposer's approach to providing services for the training deliverable requirements of the RFP.

5.6.1 TR1 – Training Planning

1. Describe your approach to providing the training plan deliverable following the PP3 training strategy and as specified in HRMS SI RFP Section 2.9.7.1.

2. Provide an example training plan that includes the training of multiple stakeholder groups, each having multiple roles. The example should explain the approach to user training that will be taken, including a description of how each of the training needs will be assessed, the tools that will be used to meet those needs, and the targeted training timing.

5.6.2 TR2 – Training Materials

1. Describe your approach to providing the training materials deliverables as specified in HRMS SI RFP Section 2.9.7.2.

2. Provide example training materials from a successful implementation to demonstrate ease-of-use and readability.

5.6.3 TR3 – Instructor-Led Training

1. Describe your approach to providing the instructor-led training deliverables following the PP3 training strategy as specified in HRMS SI RFP Section 2.9.7.3.

5.6.4 TR4 – IT Operations and Procedures Manual

1. Describe your approach for developing the IT operations and procedures manual as specified in HRMS SI RFP Section 2.9.7.4.

5.7 Organizational Readiness

5.7.1 OR1 – Workforce Transition Planning

1. Describe your approach to performing workforce transition planning following PP7 organizational change management, as specified in HRMS SI RFP Section 2.9.2.7.

2. Describe your approach to providing the workforce transition plan.

3. Provide a sample workforce transition plan.

5.7.2 OR2 – Operational Readiness Assessment

1. Describe your approach to performing an operational readiness assessment as specified in HRMS SI RFP Section 2.9.8.2.

2. Describe your approach to providing the operational readiness assessment deliverable.

5.7.3 OR3 – Deployment Preparation

1. Describe your approach to performing deployment preparation as specified in HRMS SI RFP Section 2.9.8.3.

2. Describe your approach to providing the deployment preparation deliverables.

3. Provide a sample deployment plan deliverable.

4. Provide a sample deployment checklist deliverable.

5.8 Deployment and Go-Live Support

5.8.1 DG1 – Deployment and Go-Live Report

1. Describe your approach to completing all the necessary activities for a successful HRMS Deployment(s) and go-live report as specified in HRMS SI RFP Section 2.9.9.1.

5.8.2 DG2 – HRMS Production Support

1. Describe your approach to providing production support for an HRMS deployment as specified in HRMS SI RFP Section 2.9.9.2.

2. Describe your approach to providing the deliverables as specified in HRMS SI RFP Section 2.9.9.2.

5.8.3 DG3 – HRMS Change Control

1. Describe your approach to supporting the HRMS change control board as specified in HRMS SI RFP Section 2.9.9.3.

2. Provide a sample change control process document.

3. Describe your approach to providing the deliverables as specified in HRMS SI RFP Section 2.9.9.3.



**Office of
General Services**

ANDREW M. CUOMO
Governor

ROANN M. DESTITO
Commissioner

Request for Proposal (RFP) #2204

Attachment 10

Human Resources Management System (HRMS)

Core Business Processes

Table of Contents

1.	HRMS CORE BUSINESS PROCESSES	1
2.	CORE HR.....	3
2.1	Hire/Rehire	3
2.2	Onboarding	4
2.3	Employee Self-Service for Core HR	4
2.4	Transfers	5
2.5	Terminations.....	6
2.6	Payroll Certification.....	6
3.	COMPENSATION	7
3.1	Salary Differentials – Civil Service Law §130.....	7
3.2	Salary Adjustments – Civil Service Law §131.1a	8
3.3	Budget Director Approval and Compensation Adjustment Changes	9
4.	TITLE AND POSITION MANAGEMENT	9
4.1	Title and Position Requests	10
4.2	Waivers and Exemptions	10
4.2.1	<i>Waivers</i>	10
4.2.2	<i>Exemptions</i>	11
4.3	Earmarks	11
4.4	Position Abolishment	12
4.5	Budget Director's Approval	12
4.6	Workload Tracking.....	12
4.7	Mass Changes	13
5.	LEAVE ADMINISTRATION.....	16
5.1	Leave Requests	16
5.2	Family and Medical Leave Act.....	17
6.	BENEFITS ADMINISTRATION.....	17
6.1	Enrollment and Eligibility Population of Enrollees	18
6.2	Benefits End Users and Recipients of Benefits Information	18
6.3	Benefits Programs	19
6.4	Base Benefits	20
6.5	Benefit Plan Option Codes	21
6.6	Employee/Enrollee Self-Service for Benefits.....	21
6.7	Accounting	22
6.7.1	<i>Billing/Invoicing, Accounts Receivable, and General Ledger</i>	22
6.7.2	<i>Benefits Billing</i>	23
6.7.3	<i>COBRA</i>	23

6.7.4	<i>Special Batch Processing Rules</i>	23
7.	HEALTH AND SAFETY	25
7.1	Accident Reporting	26
7.1.1	<i>Procedure</i>	26
7.2	Annual Report of New York State Government Employees' Workers' Compensation Claims	28
8.	PERFORMANCE MANAGEMENT	28
8.1	System Configuration	28
8.2	Automatic Document Generation	30
8.3	Notifications	30
8.4	Automatic Security Role Updates	30
8.5	Homepages/Dashboards	30
8.6	Forms	31
8.7	Appeal Status Page	31
8.8	Queries and Reports	31
8.9	Miscellaneous Requirements	31
8.10	Probationary Evaluations	32
9.	LABOR ADMINISTRATION	32
9.1	Out-of-Title Work Grievances	32
10.	APPENDICES	34
10.1	Appendix A - Benefit Programs	34
10.1.1	<i>Biweekly Benefit Programs</i>	34
10.1.2	<i>COBRA Benefit Programs</i>	36
10.1.3	<i>Young Adult Option (YAO) Benefit Programs</i>	38
10.1.4	<i>Extended Benefits And No Benefits Eligibility Benefit Programs</i>	39
10.1.5	<i>PE Retiree Benefit Programs</i>	39
10.1.6	<i>PE COBRA/YAO Benefit Programs</i>	41
10.1.7	<i>Monthly Agency Benefit Programs</i>	42
10.1.8	<i>Participating Agency Benefit Programs</i>	43
10.1.9	<i>Retiree, Survivor, Vestee, Preferred List And Long-Term Disability Benefit Programs</i>	44
10.2	Appendix B – NYSHIP Option Codes	46
10.3	Appendix C – Benefits Letters	48

1. HRMS CORE BUSINESS PROCESSES

The following functional business process descriptions were prepared by the subject matter experts in the respective Human Resources (HR) functional areas. The intent of these descriptions is to provide a high-level narrative of existing core HR processes, HR processes unique to the state, and to convey desired business process improvements in these areas.

While the descriptions aim at a to-be state, the Human Resources Management System (HRMS) implementation will require the selected vendor to gain a deep understanding of the state's businesses processes, recommend opportunities for improvement, and implement leading practices through process change and technology. As part of the requirements confirmation, design, and functional specifications, the selected vendor must provide guidance to the New York State (NYS) teams in suggesting solutions that are more in alignment with PeopleSoft-delivered functionality and best practices. In situations where the delivered functionality cannot meet the NYS requirements, the selected vendor must partner with the Business Processing Reengineering (BPR) Team to explore the possibilities of business process changes. It is only after these options are explored that the need for customizations must be considered.

The current applications—New York State Electronic Personnel System (NYSTEP), New York Benefits Eligibility and Accounting System (NYBEAS), and NYS Office of General Services Business Services Center's (BSC) Human Management Capital System (HCM)—support a wide variety of agencies. On a high-level, the agencies are grouped into the below categories:

1. NYS agencies.
2. BSC HR customer agencies.
3. Non-BSC HR customer agencies.
4. Special agencies.
5. Participating employers.
6. Participating agencies.

NYS Agency: The NYS Agencies are governed by NYS Civil Service Laws (CVS) and rules for appointments of classified positions. The Department of Civil Service (DCS) is required by CVS §100 to certify certain personnel transactions with the Office of the New York State Comptroller (OSC) Payroll System (PayServ) before an agency's payroll can be paid. The agencies' personnel activities are integrated with position management functionality. DCS and The New York State Division of the Budget (DOB) approve most position creation transactions, position data attribute changes, salary differentials, and salary adjustments. DCS also approves most job transactions and maintains the job title (job codes) structures. DOB oversees most agency position headcounts and personnel budgets, Budget Director Approvals (BDAs), waivers and exemptions, and approves compensation adjustments for certain types of employees. There are many variations for which the features and functions will be used by the different NYS Agencies. The HRMS will require appropriate routings for all transactions, to ensure DCS and DOB approvals. **For NYS Agencies, some transactions are approved only by DCS, only by DOB, or by both DCS and DOB.** Some transactions will be preapproved based on predefined business rules, system edits, and streamlining agreements between DCS and DOB. NYS

Agencies include agencies that are both Business Services Center (BSC) HR customers and those who are not supported by the BSC (non-BSC HR customer agencies).

1. For the NYS Agencies that are a BSC HR Customer Agency, their personnel and job transactions flow through the BSC for review and edits before they are submitted to DCS for approval.
2. For the NYS Agencies that are a Non-BSC HR Customer Agency, their personnel and job transactions bypass the BSC review and edits and **may be** submitted directly to DCS for approval.

Special Agency: There are certain agencies, authorities, and corporations created and formed as a result of legislative statutes that are not under the authority of DOB for managing positions and compensation. DCS approves the same transactions for Special Agencies as they do for NYS Agencies. However, DOB does not review and approve any transactions for these Special Agencies and does not have access to their data. Special Agencies include:

1. New York State Insurance Fund (NYSIF).
2. New York State Housing Finance Agency.
3. New York State Teachers Retirement System (NYSTRS).
4. New York State Bridge Authority.
5. New York State Thruway Authority.
6. New York State Canal Corporation.

Participating Agency (PA): PA is a term used in the benefits area and NYBEAS to designate any unit of local government, such as school districts, special districts, and district or municipal corporations that elects—with the approval of the president of the Civil Service Commission—to participate in the New York State Health Insurance Program (NYSHIP). The PA does not follow the systematic personnel processing followed by NYS Agencies. PAs will have access to make certain personnel changes (i.e., hire, job, employment, person changes) without having to go through any workflow routings/approval from DCS. The primary purpose is for the PA to maintain minimum personal and job data to enable benefits for their employees, retirees, and dependents. position management functionality is not used by the PA.

Participating Employer (PE): PE is a term used in the benefits area and NYBEAS to designate a public authority, public benefit corporation, or other public agency, subdivision, or quasi-public organization of the state that elects—with the approval of the president of the Civil Service Commission—to participate in NYSHIP. Most PEs do not follow the systematic personnel processing followed by NYS Agencies. PEs will have access to make certain personnel changes (i.e., hire, job, employment, person changes) without having to go through any workflow routings/approval from DCS. The primary purpose is for the PE to maintain minimum personal and job data to enable benefits for their employees, retirees, and dependents. Position management functionality is not generally used by the PE. NYSIF and the Thruway Authority are two exceptions for PEs, as they are also included in the list of Special Agencies. These two agencies fully use core HR and position management functionality, and those transactions are reviewed and approved by DCS but are not routed to DOB for review and approval.

NYBEAS uses company, department, and other attributes to distinguish the PA/PE entities, and their benefit/billing processing is unique compared to the NYS Agencies.

2. CORE HR

All agency types defined above will use core HR functionality. Most NYS Agencies, the Special Agencies, and two of the PEs are expected to fully use the core HR functionality. The PAs and the remaining PEs are expected to use Core HR only minimally, to maintain employee records for managing benefits.

2.1 Hire/Rehire

The hire/rehire transaction will be developed to encapsulate the entire transaction—from initiation within the agency through the final determination of the request and all the intermediate steps required—for routing the transaction through the agency and the BSC for BSC customer agencies. Hire/rehire transactions will be initiated by agency HR professionals following the conclusion of the recruitment process. The employee ID will be created in the HRMS—replacing the current process of creating the employee ID in PayServ—and will then integrate with PayServ. If the employee ID is not able to be generated by the HRMS, then a custom process will need to be developed to receive the employee ID from PayServ. The approval workflow will be streamlined to include only the necessary approvers for the transaction, and, throughout the workflow, approvers must have the ability to update the transaction to add or change information before passing the transaction on to the next approval level. The workflow will include internal agency approvers, as well as workflow through the BSC and DCS. An audit trail of any transaction reviews, approvals, or changes that occur during the workflow must be maintained by the HRMS, and notifications of changes and approvals should be automated throughout the process. The HRMS will contain a hire/rehire checklist to help guide the agency through the process, which will provide a level of consistency across agencies and departments while addressing the uniqueness of agency needs. An updated approval workflow will provide users the ability to determine the status of the transaction. When a transaction is finalized, all parties participating in the transaction will be notified of the outcome. The HRMS will communicate transactional data to all necessary systems, including PayServ, the New York Leave and Accrual Tracking System (LATS-NY), and NYBEAS (until NYBEAS replacement currently planned for HRMS Deployment 2).

The new hire/rehire process will have soft and hard NYS transaction edits that will be leveraged during data entry and throughout the approval workflow, to increase operational efficiencies and data integrity. This process requires the system to validate certain NYS business rules for an appointment to be approved. That validation will be required for both delivered fields and custom fields that are used to track NYS-specific information.

Incumbent/encumbent appointments will be available for the purpose of paying someone currently working in the position (incumbent) and to allow an appointment to a position for hold purposes (encumbent) as a placeholder for that employee to return under (appoint/leave), and various other circumstances.

The appoint/leave will be handled with one transaction (appointment on the “I” [incumbent] side, hold on the “E” [encumbent] side, and a reinstatement from encumbering leave).

The system will allow an employee to be tied to multiple positions where they are paid from one while encumbering the other and will allow for an employee to be working in (incumbering) multiple positions for which they are being paid and/or encumbering multiple positions.

Upon creation of the employee ID, the new hire/rehire will be able to log in to the system to begin the onboarding process.

2.2 Onboarding

The employee ID and other required information will be fed to downstream systems to set up desktop hardware, software, payroll, badges, email accounts, and other day one accesses. Onboarded employees should have access—through Employee Self Service—to their onboarding material in the HRMS, including agency-specific welcome letters, the online Form I-9, links to parking profiles, and other NYS-specific benefit-related onboarding materials. Onboarded employees must appear on an onboarding worklist for agency HR professionals and/or the BSC to identify the types of benefits available for each new employee. The worklist should identify the specific information to which each new employee should have access. This onboarding process must occur for employees who are new state employees, rehired state employees, or employees transferring between agencies or between negotiating units within an agency. Access to this information in the HRMS should be available to employees on or before their first day of work. Employees should be able to complete the onboarding process in the HRMS, and there should be workflow associated with the onboarding activities. Workflow must include appropriate HR professionals in agencies and/or the BSC for BSC customer agencies. The system must allow employees to upload supporting documentation for various benefit related transactions.

2.3 Employee Self-Service for Core HR

In addition to agencies, the BSC, PAs, and PEs updating an employee's personal data, the HRMS will incorporate self-service functionality, to allow self-service users (e.g., employees, benefit enrollees) the ability to update their personal data and request certain transactions. The HRMS will also allow self-service users the ability to upload any required documentation that supports the requested change. Approval workflow will route the transaction to the appropriate approvers and/or reviewers when necessary, prior to updating the system. The approval workflow will vary depending on the type of self-service transaction. If the transaction cannot be approved due to insufficient documentation, the reviewer will request additional documentation from the employee prior to saving the transaction and updating the system. The HRMS will communicate relevant transactional data to downstream systems, such as PayServ, LATS-NY, and NYBEAS (until NYBEAS replacement currently planned for Deployment 2). The HRMS will also provide the capability for self-service users—at any time—to opt in or opt out of receiving electronic notifications/alerts through email and/or text messages when there are changes to their account, such as personal identifying information, contact information, new letters/notifications/documents have been generated, or general information has been published. The HRMS will also provide the capability for NYS to set up and control the options for employees to opt in or opt out of receiving communications through mail, email, and text messaging. The State will also have the ability to set up and control the types of documents or account change notifications/alerts that will be sent, the delivery method (e.g., email, text

message), and the content of those notifications/alerts. New York State authorized staff will be able to report on and/or extract the choices made by self-service users for electronic alerts/notifications. Self-service requests for changes include items, such as:

1. Incorrect Social Security number.
2. Date of birth.
3. Name.
4. Address (certain positions require a residency requirement).
5. Veteran status.
6. Retirees returning to work – CVS §211 or §212 Status.
7. Accommodation requests.
8. Voluntary reduction in work schedule and P/T schedule requests.

Self-service changes include items such as:

1. Telephone number.
2. Emergency contact.
3. Personal email address.
4. Work email address.
5. Opting In/Out of electronic notifications/alerts at any time.
6. Type of account activity to receive electronic notifications/alerts for.
7. Method of delivery (e.g., email, text message) selected for receiving electronic notifications/alerts.

To create a seamless experience for employees, HRMS must allow for an Employee Self-Service dashboard where employees can access both HRMS and NYS' Payroll Online (NYSPO). HRMS must also ensure that employees who do not have a NYS email account and/or are not in the NYS Active Directory are able to access self-service functions.

2.4 Transfers

The agency-to-agency transfer transaction will consolidate the current independent transactions to transfer an employee from one agency to another. In the HRMS, the transaction will be initiated by the receiving (hiring) agency. Approval workflow will route the transaction to the BSC and DCS. Approval of the transaction will update the incumbent record, route a separation transaction to the losing agency for updating, and route to the BSC and DCS for review and approval. Once approved, the incumbent record will be updated for the position the employee is vacating.

The HRMS will transmit relevant transactional data to PayServ, LATs-NY, and NYBEAS (until NYBEAS replacement currently planned for Deployment 2).

2.5 Terminations

The termination transaction will have three starting events based on the type of termination.

1. For voluntary terminations, the flow will begin with the employee submitting a resignation letter to the agency of employment. The employee will submit a resignation letter via paper, email, or a termination request in the HRMS. If the request was submitted outside the HRMS, the agency will submit the termination transaction request and supporting documentation in the HRMS.
2. For involuntary terminations, the flow will begin at the agency of employment, which initiates the process and notifies the employee of the termination. The agency will submit the termination transaction request and supporting documentation in the HRMS.
3. For retirements, the flow will begin with the Retiring Employees Acknowledgement Program (REAP). REAP will send notification of the employee's upcoming retirement to the HRMS. The request is then added in the HRMS.

After the request has been entered, the HRMS will move the request through the appropriate workflow. The workflow will include agency HR professionals, the BSC for BSC customer agencies, and DCS. The initiated transaction will also generate a benefits offboarding worklist. Employees must appear on the offboarding worklist for agency HR professionals and/or the BSC to identify the types of benefit offboarding materials the offboarding employee should receive. The system should allow the employee to access their offboarding materials and complete the offboarding process in the HRMS. There should be workflow associated with the offboarding activities. Workflow must include appropriate HR professionals in agencies and/or the BSC for BSC customer agencies. The system must allow employees to attach supporting documentation for various benefit-related offboarding transactions. The HRMS will transmit relevant transactional data to PayServ, LATS-NY, and NYBEAS (until NYBEAS replacement currently planned for Deployment 2).

2.6 Payroll Certification

As pursuant to CVS §100, no officer of the state may approve any salary payment for personal service to any person holding a position in the classified service, unless DCS has certified that the person is employed in that position in accordance with the law and rules made pursuant to the law. Accordingly, OSC is required to ensure that all employees in the classified service have been certified by DCS and that key information contained in PayServ is the same as the information contained in the HRMS. Therefore, when the actions identified below are reported in PayServ, the agency must also report the actions in the HRMS. When there are discrepancies between PayServ and the HRMS, agencies, BSC, and/or DCS must fix the discrepancies in the HRMS or PayServ.

1. Hire.
2. Rehire.
3. Concurrent hire.
4. Return from leave.

5. Return from disability.
6. Change part-time to full-time.
7. Transfer.
8. Work percentage change.
9. Position change (provided one or more of the following critical fields are changing: dept, regular position number, grade, title, and percentage worked). Exception: position changes with a reason of Z10 and Pos/TSC, which are title structure changes that were done by DCS and do not require the agency to enter a NYSTEP transaction for the affected employees. Rather, DCS automatically adds the new title to the NYSTEP record of affected employees.

Certification files containing specific data from personnel transactions that are approved by DCS are sent to OSC for the certification process in PayServ. If OSC detects a problem with the employee information, OSC contacts the agency or the BSC, and the agency/BSC is instructed to perform the necessary corrections to the employee information.

In addition to the certified transactions sent to PayServ, other transaction data is sent for reconciliation purposes. Transactions for reconciliation include, but not limited to:

1. Leave of absence.
2. Long-term disability.
3. Short-term disability.
4. Termination.
5. Retirement.

3. COMPENSATION

NYS Agencies are expected to fully follow the compensation functionality. Special Agencies will partially use the compensation functionality. PAs and PEs are not expected to use the compensation functionality in the HRMS. There will be different workflow approval paths based on the agency and the compensation function being used.

There are existing business rules for special salary differentials for which conditions need to be met for requests to be initiated and approved. Approved salary differentials must be available in the system for viewing and reporting by OSC.

3.1 Salary Differentials – Civil Service Law §130

Approved and active CVS §130 determinations are made public. As required by 9 CRR-NY139.3, the following approved differentials will be published on the Special Salary Treatment Search Engine webpage located at <https://www.cs.ny.gov/sstse>.

Agency HR staff can request the following salary differentials to job titles, which may affect some or all positions in eligible agencies under CVS §130:

1. Increased hiring rate.
2. Shift payment differential.
3. Geographic area pay differential.
4. Hazardous duty pay/safety incentive differential pay.
5. Occupational pay differential.

Agency HR staff will initiate transactions in the HRMS for all positions in specified title(s), locations, and—when applicable—shifts. The transaction will be routed to the appropriate approvers. Upon approval at the agency, the transaction will be routed to DCS Classification & Compensation (C&C) for review and approval and then to the DOB worklist. A DOB representative will review the transaction and either approve or deny it. If the transaction is not approved, this ends the process flow. If the transaction is approved, the transaction is processed in the HRMS and transmits data to payroll (PayServ).

The ability to identify and report on approved CVS §130 transactions in the system—either at the position level, title level, transaction level, or aggregate transaction level—will greatly enhance this process.

3.2 Salary Adjustments – Civil Service Law §131.1a

Agency HR staff can request the following salary increases under CVS §131.1a:

1. Appointments Above Minimums—This transaction is used to request a higher hiring rate for potential appointees who exceed the minimum requirements.
2. Equivalent Qualifications—This transaction is used to request salary parity for existing employees with qualifications equal to those of new appointees who have received increased minimums.

When agency HR staff initiate a salary adjustment request in the HRMS, the system will apply rules to streamline the salary adjustments per the business rules outlined in CVS §131.1a. The transaction will be routed to the appropriate approvers. Upon approval at the agency, the transaction will then be routed to the DCS C&C for review and approval and then the DOB worklist. A DOB representative will review the transaction and either approve or deny it. If the transaction is not approved, this ends the process flow. In some instances, a streamlined process occurs that does not require the transaction to be reviewed and approved by a DOB representative. If the transaction is approved, the transaction is processed in the HRMS and transmits data to payroll (PayServ).

The ability to identify and report on approved CVS §131.1a transactions in the system—either at the position level, title level, transaction level, or aggregate transaction level—will greatly enhance this process.

3.3 Budget Director Approval and Compensation Adjustment Changes

The Budget Director Approval (BDA) process is all encompassing for approval of a position, the candidate for the position (including a background check), and the approval of the salary. The agency, the Office of General Services Center for Recruitment and Public Service (CFR), and the DOB are key entities involved in the workflow approval effort for BDAs. The BDA and compensation adjustment changes enable a change to position summary data for Non-Statutory (NS) positions. The amount determined reflects the maximum amount authorized for the position, rather than the incumbent's salary. For positions with a salary range, this means the rate will correspond to the upper limit of the approved range. For not-to-exceed positions, the rate will correspond to the approved not-to-exceed amount. If an approved salary on a subsequent compensation adjustment for the incumbent is higher than the last maximum amount authorized for the position, the position summary data will be updated with the new approved salary.

Agency HR staff will initiate BDA and compensation adjustment requests in the HRMS and submit them to CFR and DOB for approval. CFR and DOB staff will review and approve the BDA. Once a BDA is approved in the HRMS, the position summary data will be updated to reflect the approved BDA, and the data will be transmitted to PayServ to update the PayServ position data.

4. TITLE AND POSITION MANAGEMENT

NYS Agencies and the Special Agencies are expected to fully use and follow the Title and Position Management functionality in the HRMS. PAs and PEs are not expected to use the Title and Position Management functionality. There will be different workflow approval paths based on the agency and the Title and Position Management functionality being used.

The programs and services delivered by NYS government are large, varied, and constantly changing. For the effective management of the state's enterprises, a sound job classification and pay plan must be maintained to determine the classes of jobs needed for the proper conduct of business, the kinds of training and experience required for proper work performance, and the establishment and management of a pay program that is both internally fair/equitable and sensitive to market conditions. Because the classification program is the foundation of the NYS Merit System and policies, it is critical that all titles are properly allocated and that all positions are properly classified by the DCS C&C.

DCS C&C accomplishes this through the review of requests for new positions, changes in title and salary grade of existing positions, salary differentials, and establishment of title specifications. DCS C&C also serves a consultative role in the rightsizing of state government by its work helping newly organized or reorganized agencies achieve organizational structures conducive to their mission. There are organizational levels that are unique to NYS, such as division, bureau, and section. This structure will be used throughout the HRMS and external systems, such as LATS-NY. The DOB transfers positions between agencies through a position request transaction that is created and approved by DOB.

Listed below are overviews of the state's various position management business processes, including desired areas of improvement where BPR and/or system solutioning will be necessary to achieve the desired future-state vision.

4.1 Title and Position Requests

The title and position request will be entered in the HRMS and routed internally within the agencies for review and approval. Approvers are determined by each agency, based on its organizational/reporting structure. The approval path will be determined by position characteristics (i.e., decentralized, streamlined, non-streamlined, competitive, noncompetitive, exempt). Approvers will be allowed to edit certain information in the transaction, which may affect the approval path. All agencies must get approval from DCS C&C to have new positions classified and to change the titles of existing positions; to create and allocate new classes and to change existing titles or salary grade allocations; and to approve and/or modify a variety of salary enhancements. Any determination made by DCS C&C that has cost implications must be approved by DOB. Reminder notifications will be created to notify the agency, DCS C&C, and DOB when pending transactions are not being resolved timely. When a transaction is finalized, all parties in the approval workflow will receive a notification of the outcome. Approval of a classification, reclassification, or allocation request in the HRMS will transmit position data to PayServ.

Note: Some agencies are on a job code structure and do not submit position requests that are routed through DCS.

4.2 Waivers and Exemptions

New York State imposed a freeze on the filling of positions that is still in effect. Exceptions to this "hiring freeze" will be granted on a case-by-case basis via the DOB waiver or exemption transaction in the HRMS. DOB examiners are required to review and analyze agency requests for hiring freeze waivers and exemptions. While waivers are generally required to fill all positions, this requirement could change to allow all or most positions to be filled without a waiver being submitted and approved.

4.2.1 Waivers

Hiring freeze waivers can be originated by a state agency or DOB and are approved by DOB—with adequate justification—for a maximum of 120 days, or one year for Division of State Police non-member titles. Due to geographic and demographic factors that can influence the labor force, DOB established criteria for granting two types of waivers: R—Restricted or U—Unrestricted. Granting of an "R" waiver will allow the position to be filled only by current state employees or from a variety of state reemployment/placement rosters. Approval of a "U" waiver will allow the position to be filled from any source, whether the individual is part of the state service or not. DOB can also remove a waiver before it expires. Waiver requests can be submitted for a single position or for multiple positions, if the line item numbers are sequential or based on a single title.

There are approximately five types of roles within the DOB for approvals. There are unit level approvers and assistant unit chiefs who can approve waivers in addition to unit chiefs. The unit

only sees transactional data for the agencies assigned to their unit. The DOB's correction unit has access to the waiver maintenance and position data maintenance components, which gives them the ability to correct waiver transactions and make manual updates to transactions that were not updated by the system due to effective date sequencing. DOB uses position summary data—which tracks and records all actions taken on a position—to determine the status of a position, including whether the position is frozen under the hiring freeze, whether there is a hiring freeze waiver, and whether a waiver has been used. DOB can inactivate a previously approved waiver by submitting a waiver removal transaction.

The hiring freeze waivers process could change in the future and would then require reengineering and system solutioning.

4.2.2 Exemptions

Hiring freeze exemptions differ from waivers in two very important ways. First, an exemption has no time limit. Once placed on a position, there is no expiration date for a hiring freeze exemption. The position can be vacated and refilled without interruption, until such time as the exemption is removed by a separate transaction. Second, exemptions do not distinguish between hires from within the existing state workforce or other state employment roster and from outside of state service. The granting of an exemption allows the position to be filled from any source, at any time, for as long as the exemption remains in effect.

Exemptions also differ from waivers in that they may be applied across an entire program, fund source or pool ID, a title, or an entire state agency and all the positions in that agency. The approval of a hiring freeze exemption usually requires greater justification, with very specific information regarding turnover in the position or title, along with documentation on why hiring outside of state service—on a continuing basis—may be necessary.

The pages in the HRMS for exemptions will be very similar to waivers, as will the routing process. Whether or not a position is frozen, the agency or DOB can enter exemption transactions into the HRMS. One difference between the transaction types is that DOB can reduce the number of positions they want to freeze or unfreeze by entering data into the funding data section of the page. Some agencies are exempted from the hiring freeze. When DOB institutes a statewide freeze, they need the ability to not freeze all agencies at once, or to subsequently unfreeze the positions for those exempted agencies. Examples of exempted agencies are the State University of New York (SUNY), OSC, and New York State Department of Law (NYS LAW.)

4.3 Earmarks

Earmarks are used by agencies—DCS C&C, DOB, and the Civil Service Commission—to place restrictions on a position or title, or to later mark a position for special consideration. While an earmark will prohibit fills on a position, an internal earmark does not affect the ability of an agency to fill a position. When an agency submits either an earmark release request or a request for a one-time fill, there is workflow to DCS C&C, DOB, and/or the Civil Service Commission, based on which entity placed the earmark.

4.4 Position Abolishment

The need for position abolishment is determined by either the agency, DCS C&C, or DOB. An internal review process may take place to determine if a position should be abolished. There will be no workflow when agency HR, DCS C&C, or DOB initiates an abolishment. Prior to creation of a position abolishment transaction, the user entering the transaction checks the position availability and position summary to ensure that the position is not filled. Once the system confirms the position to be vacant, the position will be abolished in the HRMS. If position abolishment is approved, position data is transmitted to PayServ.

4.5 Budget Director's Approval

The BDA is required for new appointments, transfers, and salary increases (except for general salary increases and performance advances consistent with approved NS performance advance plans) for NS exempt class and noncompetitive positions and positions allocated to Salary Grade 38/M-8. These requirements are also applicable to positions that are pending such jurisdictional classification. BDAs are also required for policy-influencing phi-tagged positions. Most BDAs require review and approval by the CFR and DOB. BDAs for certain agencies only require review and approval by DOB. The transaction also requires that the requesting agency provide adequate documentation to support the BDA request and cannot be submitted without the required documents.

The electronic BDA is designed to enable review of historical changes to the position's rate information. In addition, DOB uses position summary data, which tracks and records all actions taken on a position, to determine the current approved rate for an NS position and whether there have been any other actions that affected the rate. This transaction is also used to update information in PayServ. Like the compensation adjustment transaction, approval of a BDA request by DOB updates the Personal Service Certificate (PS Certificate) and eliminates the need for almost all state agencies, and DOB, to process PS Certificate amendments as paper documents. Approval of an electronic BDA will also remove the need to enter a separate compensation adjustment transaction in the HRMS; the BDA will serve both purposes.

Access to BDA functionality and information is limited and cannot be viewed by all staff with access to the system. While BDA information is viewable by all users in position summary data, access to BDA transactions is restricted to only those users with access to BDAs.

4.6 Workload Tracking

Using PeopleSoft reporting tools, a user will retrieve information about transactions using many criteria, individually or in combination. While the criteria available will depend on the transaction type being searched, some common fields include Tracking Number, Agency Code, Request Status, Request Date, and Assigned Analyst. Order By fields can be organized to display the information as needed.

4.7 Mass Changes

New York State must have the ability to handle a variety of position management transactions. Due to the volume of these transactions, NYS has implemented several mass change processes and will require many to be implemented in the new HRMS solution. These processes affect many records related to position and, in some cases, affect employee job data. In many cases, the mass change process generates a roster. The HRMS must permit the roster to be sorted by users and enable state agencies to enter additional data and attach documentation prior to submitting into workflow. However, it is critical to understand that only certain data attributes can be changed for each process. Users must be prevented from changing all other data attributes. For some of these mass change processes, incumbents and encumbents will need to be identified.

4.7.1.1 *Mass Change – Compensation Adjustments*

The mass change process that covers salary adjustments includes change of rate and sometimes rate frequency for NS, Salary Grade 38, Salary Grade 68, and Other Statute (OS) positions.

There are two types of compensation adjustments for NS, Salary Grade 38, Salary Grade 68, and OS positions:

1. GSI—Salary adjustments due to a general salary increase.
2. NSA—Change due to DOB-approved performance advance or routine adjustment to an NS salary related to a previously approved BDA.

Compensation adjustments can also be used to request changes to the compensation associated with certain existing Extra Service (ES) and Unclassified Service (US) positions, which are carried only in PayServ (positions beginning with the digits “61” for ES or “63” for US).

When a position or a group of positions have been identified for compensation adjustments, the system will build a roster for each appropriate agency. The compensation adjustment roster will be routed to the agency HR staff for review and edit. Upon approval, the transaction will be routed to the DOB worklist. A DOB representative will review the compensation adjustment roster and approve or deny it. If the compensation adjustment transaction is not approved, this ends the process flow. If the compensation adjustment transaction is approved, the transaction is processed in the HRMS and transmits data to PayServ.

4.7.1.2 *Mass Change – Seasonal Reactivation, Temporary Position Reactivation, and Temporary Position Extensions*

The HRMS will generate rosters and assign a roster worklist item for each agency affected by the mass seasonal position reactivation, summer temporary position reactivation, or quarterly temporary position extension transactions based on a schedule. The transaction is received and assigned to the worklist of the associated agency. Agency HR staff will review the agency roster, delete any obsolete positions, assign a time frame for temporary position extension only, and approve the roster. The transaction is then assigned to the DOB worklist. A DOB

representative will review the agency roster, delete any unfunded positions, and approve the transaction. Position updates are transmitted to PayServ.

4.7.1.3 Mass Change – Transfer of Function

The need to initiate a mass transfer change is determined at the agency level for all employees in a title or a group of positions that needs to be transferred from one agency to another. HR staff of the losing agency will initiate a transfer function transaction in the HRMS. The transaction will be assigned to the worklist of losing agency HR staff. A staff member will verify the position(s) that are being transferred. The transaction is then assigned to the worklist of the receiving agency. The receiving agency's HR staff will review the transfer function transaction roster and assign new line item/location/pool values for the position(s). The transaction is then assigned to the DOB worklist. A DOB representative will then review the transaction for approval or denial. If approved, position data is transmitted to PayServ.

4.7.1.4 Mass Change – Position Move

The need to initiate a mass position move is determined by DOB or the agency when a group of positions has been identified for change of agency, line number, location, and/or funding source. DOB staff or agency HR staff will initiate the roster. The transaction is assigned to the worklist of the agency or the initiator. The initiator, or any user with appropriate access, will update the roster with changes. The transaction is then assigned to the DOB worklist. A DOB representative will review the transaction for approval or denial. If approved, position data is transmitted to PayServ.

4.7.1.5 Mass Change – Performance Advance Plans for Filled Management Confidential Non-Statutory Positions

Mass changes for Management Confidential performance advance plans are required for certain mass change employees in NS positions before they can receive a performance advance. All filled mass change NS positions that are not equated to a grade, and all filled mass change M-8 graded positions, are required to be in the mass change performance advance plan. This includes filled positions with and without salary ranges. Performance advance plans are not initiated until the DOB has released a budget bulletin with instructions for the payment of performance advances for the fiscal year; DOB has approved the process to generate the rosters; and, under most situations, General Salary Increases (GSI) have been paid.

Agency HR staff may initiate performance advance plan transactions in the HRMS and submit them to DOB for approval. The calculations will be based on specific criteria, such as percentage of a salary range, employee served for 13 pay periods, and employee recommendation for advance eligibility, not to exceed the top of the salary range. DOB staff will review and approve the plans. Once a plan has been approved by DOB in HRMS, position and job data will be updated appropriately to reflect the newly approved rates.

The mass change process involves the generation of one or more rosters on the front end, based on business rules, to permit the agencies to review and update each employee's plan prior to submission into workflow. Once DOB has approved an agency's mass change

performance advance plan, position summary data will be updated to reflect the newly approved rates.

4.7.1.6 Mass Change – Civil Service Commission Leave Extensions

This process allows Civil Service Commission operations staff to track requests from agencies when a position hold extension requires approval by the Commission. The received requests are included in the Commission's meeting agenda. After the meeting, all approved requests are updated as approved, and a new end date is entered. The group of approved hold extensions is then processed, creating a new row for the affected employees indicating the Commission's extension action reason and the new end date.

4.7.1.7 Mass Change - Revocations of Non-Permanent Employees

The Certification Unit within DCS Staffing Services Division (SSD) identifies, reviews, and updates appropriate employees who have temporary or provisional status when a list is established or there is a reduction in force for a title. The selection criteria for active, paid leave, or leave without pay incumbents and active incumbents are by title(s) and can be further restricted by agency. Once the user has identified the employees who require updates, a job row is inserted using the effective date provided, the correct action reason, the employee end date (the end date of either the administration or institution pay period that is 90 days from the effective date but not exceeding the position end date), and an employee status of temporary. Incumbents and encumbents in the Division of State Police are excluded from this process. Revocation notification forms are produced by the user and mailed to the appropriate HR office. Those forms are produced via a NYSTEP report.

4.7.1.8 Mass Change – Budget Director Approval Process

The new system should have the ability to create a mass change BDA transaction to allow positions at a similar location to be included in one BDA request. The mass transaction should contain all the request fields on a BDA and should allow the agency to attach documentation. Use of the mass change BDA functionality will be restricted to one or two agencies.

4.7.1.8.1 Mass Change – Position Abolishment Process

The new system should have the ability to create a mass change position abolishment transaction to allow either an agency, DCS, or DOB to abolish multiple positions in one transaction. The position abolishment mass transaction must confirm that the positions being abolished are not filled and should allow a user to attach documents to the transaction.

4.7.1.8.2 Mass Change – Waiver Request Process

The HRMS will allow agencies and DOB to create a hiring freeze waiver for multiple disparate positions in an agency. The HRMS will also allow for the selection of positions by job code/job title or line item range and enable further restricting the selection based on the position duration.

4.7.1.8.3 Mass Change – Exemption Request Process

The HRMS will allow agencies and DOB to request to add or remove exemptions on positions by line item numbers, job code/job title, program, funding, location, or duration.

4.7.1.9 Mass Change – Civil Service Law §130 Salary Differential Process

The new system must have the ability to handle a variety of salary differential requests, such as shift pay differentials, increasing hiring rates, and geographic pay differentials that may affect some or all positions in an agency or agencies, title, location, or shift. The mass change transaction should contain all the request fields on a CSL §130 salary differential request and must allow the agency, DCS, and DOB to attach documentation. Workflow must route the mass change to the appropriate users for action.

4.7.1.10 Mass Change - Reallocations, Title Structure Changes, and Earmarks

The new system must have the ability to handle a variety of position management transactions, such as reallocations and title structure changes that affect all positions in a title, and earmark requests that may affect multiple or all positions in a title. The mass change transaction should contain all the request fields on a reallocation, title structure change, or earmark request and must allow the agency, DCS, and DOB to attach documentation. Workflow must route the mass change to the appropriate users for action.

4.7.1.11 Mass Change – Division/Bureau/Section

The new system must have the ability to handle mass assignment changes for positions and incumbents of positions to allow agencies to change the division/bureau/section of multiple positions/incumbents.

5. LEAVE ADMINISTRATION

NYS Agencies and the Special Agencies are expected to fully use and follow the leave administration functionality in the HRMS. PAs and PEs are not expected to use the leave administration functionality.

NYS allows for many types of leaves, such as, military, medical, workers' compensation, probationary, discretionary, and disciplinary.

5.1 Leave Requests

Leave transactions may begin with an employee requesting a leave, an agency initiating a leave, or the BSC initiating a leave. Employees will submit a leave request with corresponding documentation directly into the HRMS via self-service. The system will be configured to store accrual balances and make the balances visible to employees. Agency-initiated leaves, and leaves submitted by employees via paper forms/email requests, will be entered into the HRMS. Agency HR or the BCS will review leave requests and corresponding documentation as appropriate, in the HRMS, and will deny or push back the request when supplemental

information is required. The agency or BSC will review leave requests and supporting documentation to make a final determination. If a request was submitted via self-service, the employee will receive email notification of the outcome. NYS laws, rules, and regulations may permit an encumbent hold to be placed on a position for an employee. Based on the position and type of appointment indicated in the request, different types of leave may be granted. The HRMS will transmit updated data to PayServ, LATS-NY, and NYBEAS (during Deployment 1) accordingly.

5.2 Family and Medical Leave Act

Family and Medical Leave Act (FMLA) eligibility will be calculated in the HRMS. Once the FMLA leave request is entered, either via employee self-service or by an FMLA Administrator, the system will determine the employee's FMLA entitlement. Agency HR or the BSC, as appropriate, will review the employee's entitlement and FMLA medical packet to determine eligibility. The system will track approval and denial reasons. Agency HR or the BSC, as appropriate, will approve, deny, or push back self-service transactions when certification or supplemental information is required. If the request was submitted via self-service, the employee will receive email notification of the outcome.

Employees using self-service will be able to complete and/or download all required forms, applications, and certifications online.

The BSC and/or agency HR will be able to generate and/or route all required notices to the employee, such as a WH-381 Notice of Eligibility, Warning of Failure to Provide Notice, or a WH-385V FMLA Certification for Serious Injury or Illness of a Veteran for Wage and Hour Division Military Caregiver.

6. BENEFITS ADMINISTRATION

All agency entities as defined in Section 1, HRMS Core Business Processes, will use benefits administration at some level for maintaining benefit enrollees.

The DCS is seeking to modernize the state's benefits system by implementing benefits administration in the HRMS. The goal is to provide a robust online process for all enrollees and to expand and improve automated benefits capabilities. The benefits administration functionality in the HRMS will replace several custom batch processes, application engines, programs, and interfaces, as well as dual data entry efforts that are in place to support benefits requirements. Implementing benefits administration in Deployment 2 of the HRMS project will allow the Employee Benefits Division (EBD) to fully utilize built-in event processing rules to determine eligibility and options, calculate credits and rates, and automatically terminate benefits for enrollees.

Implementing benefits administration will result in the timely and accurate processing of benefits for all executive, judicial, and legislative branch employees eligible for state sponsored benefits (approximately 378 agencies and 187,000 enrollees), PEs (approximately 85 agencies and 37,000 enrollees), PAs (comprised of local governments, which include approximately 800 agencies and 101,000 enrollees), retirees/survivors/former employees (from all of the above-mentioned employers, approximately 295,000 enrollees), and all of the enrollee's eligible

dependents (approximately 611,000). There are approximately 10,000 employees covered by the Management Confidential (M/C) Income Protection Plan (IPP) and the Paid Family Leave (PFL) as described below.

6.1 Enrollment and Eligibility Population of Enrollees

Eligibility rules are complex and are primarily based on the employee's current or prior agency of employment and negotiating unit. Enrollees come from different employer types and have different employment statuses. Employer types include:

1. Executive, judicial, and legislative branch employees (NYS employees).
2. PEs (public authorities and quasi-public organizations).
3. PAs (local government).

Employment statuses include, but are not limited to:

1. Actively working.
2. Retirees.
3. Dependent survivors.
4. Consolidated Omnibus Reconciliation Act (COBRA).
5. Vested status employees (vestees).
6. Disabled dependents.
7. Young Adult Option (YAO) enrollees.
8. Preferred List.

For further details concerning eligibility requirements, please refer to the eligibility sections of the four NYSHIP General Information Books (GIBs):

1. New York Active GIB - <https://www.cs.ny.gov/employee-benefits/nyship/shared/publications/general-information-book/2017/ny-gib-2017.pdf>.
2. New York Retiree GIB - <https://www.cs.ny.gov/employee-benefits/nyship/shared/publications/general-information-book/2018/ny-retiree-gib-2018.pdf>.
3. Participating Agency GIB - <https://www.cs.ny.gov/employee-benefits/nyship/shared/publications/general-information-book/2019/pa-gib-2019.pdf>.
4. Participating Employers GIB - <https://www.cs.ny.gov/employee-benefits/nyship/shared/publications/general-information-book/2020/pe-gib-2020.pdf>.

6.2 Benefits End Users and Recipients of Benefits Information

EBD, the Health Benefits Administrator (HBA) at NYS Agencies, and HBAs from the PA or PE, processes enrollment transactions, option changes, changes in coverage (individual/family), retirements, and terminations and add and delete dependents. Additionally, EBD generates and

delivers participant enrollment processes, performs quality control measures, and corrects errors. EBD also administers COBRA and acts as the HBA for retiree, COBRA, and survivor enrollees.

The HBA at NYS agencies processes enrollment transactions and will use summary pages and reports to review processing results for their agency. The HBA will process elections for those participants who did not make an election via eBenefits.

The BSC serves as the HBA for a large portion of NYS agencies and will perform this role for BSC customer agencies. There are other NYS Agencies, however, that have their own HBA. In addition, PAs and PEs are required to have HBAs. HBAs maintain the employment data needed to support benefits for all participants who do not have full job data in the HRMS, including PEs, PAs, judicial branch (office of court administration), legislative branch (senate/assembly), and SUNY.

Enrollees who are in the HRMS will be provided with a process in eBenefits that will guide them on how to enter life events and upload supporting documentation for changes that affect their benefits. Employees will use eBenefits to enroll in and view their benefits (medical, dental, vision, and life insurance) and to add/modify dependent information (during the option transfer period only). Enrollees in the Empire Plan will also be able to order identification cards. Enrollees other than those in the Student Employee Health Plan (SEHP) can enroll, if eligible, in benefits at any time during the year.

The Office of Children and Family Services (OCFS) Human Services Call Center (HSCC), EBD, and BSC will intake inquiries from administrators and enrollees and provide appropriate responses or will escalate the inquiry to the next level of support.

EBD also has interfaces with PayServ, the Office of the New York State Comptroller (OSC) New York State and Local Employees' Retirement System (NYSLRS), the New York State Teachers' Retirement System (NYSTRS), the Centers for Medicare and Medicaid Services (CMS), health insurance carriers, and banks. For a complete listing of interfaces, please refer to RFP Section 2.3, Consolidated HRMS To-Be Interfaces.

6.3 Benefits Programs

Benefits programs represent a specific set of health benefits. For example, A02 equates to [PEF w/RX (Dent/Vis) BW] which is comprised of a combination of a negotiating unit and specific health benefits plan. To explain this example further, A02 is an employee represented by the Public Employees Federation (PEF) who is enrolled or eligible to be enrolled in medical and drug coverage, who is enrolled or eligible to be enrolled in the dental and vision programs, and who receives biweekly premium deductions, as applicable. For a complete listing of benefits programs, please refer to [Appendix A – Benefit Programs](#) at the end of this document. The benefits program listing will be updated to account for additional codes because of benefits negotiations, and some codes may be removed due to becoming obsolete. PFL and M/C IPP enrollment are not captured through the benefits programs chart.

6.4 Base Benefits

The Base Benefits module will be configured to support medical, dental, vision, PFL, life, and disability benefit plans.

1. Health—Eligible enrollees in NYSHIP have the option of selecting the Empire Plan or available Health Maintenance Organization (HMO) options if the enrollee works at a NYS Agency or PE. Eligible enrollees in PAs have the option of electing coverage in the Empire Plan and, if permitted by the employer, the Excelsior Plan. Eligible members of the Graduate Student Employee Union (GSEU) may elect coverage in the SEHP, which combines medical, dental, and vision coverage under one policy.
2. Dental—NYS employee groups, except for benefit programs Civil Service Employees Association (CSEA), United University Professions (UUP), District Council 37 (DC-37), and Unified Court System (UCS), are eligible for enrollment. Not all PE groups offer dental.
3. Vision—NYS employee groups, except for benefit programs CSEA, UUP, DC-37, and UCS, are eligible for enrollment. Not all PE groups offer vision.
4. Paid Family Leave (PFL)—Qualifying employees in M/C and DC-37 titles are eligible for the state's PFL plan. EBD handles enrollment information for qualifying employees of Roswell Park. In addition, EBD receives a periodic file from the carrier providing a limited set of claim data that must be loaded into the HRMS. This information is used by HR and HBA staff for historical information and to determine eligibility for PFL. The PFL claim data includes several data points necessary to support the needs of the HBAs, including but not limited to:
 - a. Person identifier information (i.e., employee name, employee SSN).
 - b. Date fields (i.e., from/to period dates, date last worked, claim approved date, claim denied date, benefit start date, benefit end date).
 - c. Other data (i.e., claim number, claim status, absence Reason).
5. Management Confidential Life Insurance—This plan is available to M/C employees of the executive branch, PEs, members of the state legislature, judges and justices of the court system, nonjudicial employees of the court system who are M/C, and retirees who were enrolled in M/C Life at the time of retirement. An automatic annual update is performed each September, which includes any increase or decrease in salary as of 9/1, age as of 9/1, and any status change as of 9/1. Letters are created to inform enrollees of their premium for the new year.
6. Income Protection Plan (IPP)—The plan consists of short-term disability (STD) and long-term disability (LTD) insurance and is available to eligible M/C employees, senate and assembly, Roswell Park, special enrollees, and DC-37 employees (some of these groups only receive LTD). In addition, EBD receives a periodic file from the carrier providing a limited set of claim data that must be loaded into the HRMS. This information is used by HR and HBA staff for historical information and to determine eligibility to file a claim for LTD or STD. The IPP claim data includes several data points necessary to support the needs of the HBAs, including but not limited to:
 - a. Person identifier information (i.e., employee name, employee SSN, age, gender).

- b. Date fields (i.e., date last worked, disability date, approve date, denied date, benefit start date, claim end date).
- c. Other data (i.e., claim number, claim status, coverage type, years of service, absence reason).

6.5 Benefit Plan Option Codes

NYSHIP uses benefit plan option codes to identify various NYSHIP plan options. These option codes indicate the plan option in which a specific enrollee or dependent is enrolled. Option codes are always a three-digit numeric indicator (e.g., Option Code “001” indicates the Empire Plan). Please refer to [Appendix B - NYSHIP Option Codes](#), at the end of this document for a table of all current NYSHIP option codes.

6.6 Employee/Enrollee Self-Service for Benefits

In addition to EBD, agencies, the BSC, PAs, and PEs updating an employee/enrollee's benefits data, the HRMS will incorporate self-service, to allow self-service users (e.g., employees, benefit enrollees) the ability to update their personal data and request benefit enrollments and changes due to a life event. As part of employment/job changes, the HRMS will present the benefit plans and options available to the self-service user to select from and submit through self-service. The HRMS will also allow self-service users the ability to upload any required documentation that supports the requested change. Approval workflow will route the transaction to the appropriate approvers and/or reviewers when necessary, prior to updating the system. The approval workflow will vary depending on the type of self-service transaction and the business rules. If the transaction cannot be approved due to insufficient documentation, the reviewer will request additional documentation from the employee/enrollee prior to saving the transaction and updating the system. The HRMS will communicate relevant transactional data to downstream systems, such as PayServ and LATS-NY. The HRMS will also provide the capability for self-service users—at any time—to opt in or opt out of receiving electronic notifications/alerts through email and text messages when there are changes to their account, such as personal identifying information, contact information, benefit coverage, new letters/notifications/documents have been generated, or general information has been published. The HRMS will also provide the capability for NYS to set up and control the options for enrollees to opt in or opt out of receiving communications through mail, email, and text message. The state will also have the ability to set up and control the types of documents or account changes for which notifications/alerts will be sent, the delivery method (e.g., email, text message), and the content of those notifications/alerts. New York State authorized staff will be able to report on and/or extract the choices made by self-service users for electronic notifications/alerts.

Self-service requests include items, such as:

1. Social Security number.
2. Date of birth.
3. Name.
4. Open enrollment.

5. Marriage.
6. Divorce.
7. Birth of a child.
8. Adoption of a child.
9. Employment changes.

Self-service changes include items, such as:

1. Address.
2. Telephone number.
3. Emergency contact.
4. Personal email address.
5. Work email address.
6. Opting In/Out of electronic notifications/alerts at any time.
7. Type of account activity to receive electronic notifications/alerts for.
8. Method of delivery (e.g., email, text message) selected for receiving electronic notifications/alerts.

HRMS must ensure that employees who do not have a NYS email account and/or are not in the NYS Active Directory are able to access self-service functions.

6.7 Accounting

The HRMS will be tightly integrated with NYSHIP Financials and to all accounting related to the payment of, and refunds for, those benefits, including employer/employee contributions, payments to carriers, COBRA payments, dividend disbursements, and interest disbursements.

EBD administers the benefits and processes enrollment transactions. The NYS DCS Office of Financial Administration (OFA)—for both employees and agencies—processes payments (checks), records lockbox payments, and distributes invoices—via mail or email—to enrollees and agencies.

6.7.1 Billing/Invoicing, Accounts Receivable, and General Ledger

Premium payments are received from payroll deductions by OSC for active NYS employees. NYS employees on Leave Without Pay (LWOP) or who are separated from employment (e.g., COBRA, vestees) are billed directly, and retirees are typically billed through pension deductions. PA and PE agencies are billed the full premium share for their enrollees, and PA and PE retirees who have a premium contribution rate supported by NYBEAS may also receive pension deductions for their portion of the premium, while the balance is billed to the agency.

NYBEAS interfaces with the HRMS and PayServ to determine employer, employment status, and rate of premium contribution for NYS employees. The data collected determines payroll deductions, pension deductions, refunds, and direct billing. Benefit program codes, designated

rate of contribution, and employer agency codes are core data elements that determine billing for premium. The system must discern employment status and employer relationship relative to benefit program enrollment. The system must interface with NYSLRS and NYSTRS to permit pension deductions.

6.7.2 Benefits Billing

EBD will use benefits billing to charge all agencies and enrollees, regardless of whether in active or inactive employment status. The benefits billing module will be configured to automate the creation and updating of all benefits billing enrollments for health and welfare. Additionally, the module will create the benefits billing enrollments for medical plans and make updates to Medicare primary and Medicare reimbursable information for enrollees and enrollees' dependents.

Billing will be calculated for every coverage period. The current billing process will calculate billing for the current or prospective coverage period, as appropriate, and the retroactive billing process will calculate the impact of enrollment changes on billing for changes that affect a previously billed coverage period. The current billing processes will be run biweekly or monthly, depending on business needs, and the retroactive billing process will be run Monday through Friday.

6.7.3 COBRA

In addition to the federal COBRA law, the NYS continuation coverage law—or 'mini-COBRA'—extends the continuation period. Together, the federal COBRA law and NYS 'mini-COBRA' provide 36 months of continued coverage.

The COBRA activity table will process terminations, retirements, and deceased transactions. The HRMS will be configured to run each night to assign benefit programs and to print applications. The system will notify EBD and potential COBRA enrollees when a transaction is processed that makes them eligible for COBRA.

6.7.4 Special Batch Processing Rules

The nightly carrier batch process will be run Monday through Friday for carriers that need daily information, and a nightly process will run every Wednesday for carriers that need weekly information. The extract programs created in the HRMS will need to evaluate data changes to determine what is sent to carriers.

Key Data Elements

To properly bill and maintain enrollee accounts, the following key data elements will need to be captured, at a minimum:

6.7.4.1 *Payroll Cycles*

There are two biweekly pay cycles, institution and administration, and check dates occur on alternating weeks. Pay cycles may occur on a current basis, lag, or extra lag. The current basis pay cycle accounts for service performed within the immediate two weeks prior to the check

issue date. The lag basis pay cycle accounts for the two weeks of service that commenced four weeks prior to the check issue date, which creates a two-week lag between the service period end date and date of compensation. The extra lag basis pay cycle accounts for two weeks of service that commenced five weeks prior to the check issue date, which creates a three-week lag between the service period end date and date of compensation.

6.7.4.2 Enrollee Payer Type

This indicates the method by which an enrollee pays premiums. The methods include direct billing to enrollees; the full share of the premium being billed to PAs and PEs; payroll deduction (only applies to NYS employees); Office of the New York State Comptroller's (OSC) New York State and Local Retirement System (NYSLRS) pension deduction; and Teachers' Retirement System (NYSTRS) pension deduction.

6.7.4.3 Premium Rate Shares

This indicates the amount or rate of premium the enrollee pays. Rate shares vary among salary grade levels and union groups, which is a result of benefit negotiations between NYS and the unions that represent state employees. Rates also vary among PA and PE enrollees and are established independently by each entity.

6.7.4.4 Other Requirements

In addition to the benefits administration processes and event maintenance, leading practices will be implemented to support EBD in the following ways:

1. Create automated and real-time generated benefits letters throughout various stages of the benefits life cycle. Letters can be printed, sent electronically, or a file sent to vendors for production and distribution. Letters can change for various reasons (e.g., policy, legislation, delivery method). See [Appendix C – Benefit Letters](#) for a listing of benefits letters currently in production.
2. Capture each letter generated, type of letter, distribution method, when the letter was generated, and to whom the letter was generated for audit and review purposes, to verify that appropriate letters were generated.
3. Make historical benefits letters available to enrollees via eBenefits.
4. Calculate the effective date of an event change based on the rules identified with the event change.
5. Capture changes made to base tables that may affect benefits.
6. Differentiate between types of benefit event updates.
7. Make manual updates based on requested changes.
8. Use COBRA insurance administration processing to update statement files.
9. Enroll Survivors—Create survivor personal, job, and employment records, and assign a benefit status and program.

10. Process benefit card requests, such as ordering cards for members, and viewing card number or last card request.
11. Identify enrollees who have elected deferred retirement.
12. Generate enrollment reports to be run by end users (e.g., EBD employee, agency HBA).
13. Allow data queries by end users (e.g., EBD employee, agency HBA).
14. Add and delete dependent medical, dental, and vision benefits.
15. Make updates based on other data changes (e.g., change in job record may constitute a change to health benefits).
16. Make updates that occur over a period of time and which are not caused by data changes (e.g., coverage for dependent is terminated due to age eligibility requirements).
17. Make updates to base benefits, benefits billing, COBRA administration tables, benefit status/employee status.
18. Update Benefit Eligibility Administration System (BEA) for sick leave credit.
19. Change benefit plan.
20. Change coverage (individual or family).
21. Change aspects of covered dependents.
22. Change Medicare plan type.
23. Change coverage elect features.
24. Change benefit programs.
25. Change billing status between LWOP and regular work pay.
26. Change payment tax status.
27. Change retirement information on personal data.

7. HEALTH AND SAFETY

NYS Agencies and some Special Agencies will use the Health and Safety module. The list of agencies and agency types will continue to change.

The EBD maintains health and safety data, which is known as the Accident Reporting System (ARS). The ARS is a pass-through system for the New York State Workers' Compensation Board (WCB)—the agency that regulates workers' compensation—and NYSIF—the state's (as employer) workers' compensation administrator. The ARS is a heavily customized PeopleSoft module (Health and Safety) based on NYS and International Association of Industrial Accident Boards and Commissions (IAIABC) related requirements. The goal of the ARS is to reduce NYS workers' compensation costs by reducing the time it takes to report an accident and by identifying hazardous working conditions for the purpose of proactively developing abatement programs. The information in the ARS is used for claims processing and reporting. Reports and forms (capable of being printed directly from the system) that are required at the state and

federal levels are provided from the system. The ARS services 393 state agencies (of those, almost 6,000 locations/subdepartments) and approximately 290,000 employees.

7.1 Accident Reporting

An employee, or other individuals acting on behalf of the employee, may call in to the ARS call center—staffed by OCFS' HSCC—to report work-related injuries, submit reports of workplace violence, incidents, illnesses and accidents. The call center intakes information for each state agency. The ARS is only for NYS employees and agencies, not for employees of PA or PE agencies.

Call center representatives, HR specialists, and health and safety officers will enter accident and injury information into the HRMS Health and Safety module. Incident details must be collected based on mandatory fields provided in the NYS WCB interpretation of the IAIABC standard, such as incident date, incident time, description of incident, employee name, nature of injury, source of injury, body part, agency location, treating physicians, and medical facilities. The system will also allow for entry of non-employee details, such as for witnesses, investigators, or other individuals connected to the incident.

The system must accommodate updates, such as new injury codes (e.g., new codes related to COVID-19 were added retroactively to 12/01/19: "Nature of Injury" code COVID-19 – Coronavirus [083] and Cause or ARS "Accident Type" code Pandemic [083]). The system must have the ability to save an incomplete health and safety incident claim and revise the record later, prior to submitting the claim. The system must have the ability to maintain pending health and safety incident claim information, such as stage of the claim process, current owner of the claim, open actions needed to complete processing of the claim, and additional information needed to continue claim processing.

The system must be able to uniquely identify locations, departments, subdepartments, and their association to one another for use in documenting health and safety incidents. The system must also be able to accept new agency codes, locations, and subdepartments.

7.1.1 Procedure

Every NYS Agency has staff who can initiate and submit workers' compensation claims via the ARS. The staff who can initiate these claims are either within the agency or within the BSC. The call center may—but is not the only way to—take the injured worker's first report. Each ARS reporting agency has that ability/functionality. The ARS online manual is available at: <https://www.cs.ny.gov/man/ars/index.cfm>.

How an incident is reported and moves through the ARS:

1. An employee has a work-related injury or illness.
2. The incident is entered in the call center component of the ARS by an ARS call center operator (1-888-800-0029) or by an agency's personnel administrator or BSC representative. An incident number is system-generated when the incident is saved in the call center.

3. An acknowledgement letter documenting that an incident is reported is sent to the injured employee automatically. The letter includes the system-generated incident number.
4. A worklist item (call center intake) notifies the agency's personnel administrator or BSC representative that an incident was reported.
5. Per Workers' Compensation Law Section 110 (WCL §110), if the employee has lost time and/or medical treatment beyond first aid and/or two first aid treatments, the personnel administrator or BSC representative will submit a First Report of Injury (FROI)—formerly the C-2 Employer's Report of Work-Related Injury/Illness—by completing the injury/illness component of the ARS. Note: agencies may, but are not required to, submit an FROI if only first aid is administered.
6. The FROI will be sent electronically via the ARS, using IAIABC protocol, to NYSIF the next business day.
7. NYSIF then adds requirements of the WCB to the data DCS sent on the C-2 file (e.g., NYSIF claim number), and sends a file to the WCB.
8. The WCB assigns a WCB case number for the accepted ARS incident.
9. NYSIF, in return, will electronically provide an "FROI Acknowledgement (ACK)" as confirmation that the FROI (C-2) was received and accepted, and a NYSIF claim number is assigned. If the FROI is rejected for not meeting the IAIABC requirements, the record will need to be corrected and resubmitted to NYSIF the next business day.
10. A C-6 form is sent when NYSIF does not dispute the claim and begins to pay the employee for his/her lost time as a result of the work-related injury.
11. A C-9 form is sent when NYSIF does not dispute the claim but does not begin payment of the compensation for a specific reason (e.g., the employee did not lose time from work, no medical evidence of the disability was received from the treating physician, the employee is paid wages in full by his/her employer).
12. A C-7 form is sent when NYSIF disputes the claim for a specific reason (e.g., the accident did not arise out of and in the course of employment, proper notice was not given, the injury was not a result of the work-related accident).
13. The agency's personnel administrator or BSC representative will receive the determination through a worklist item (NYSIF determination).
14. If the claim is deemed compensable and the employee charges leave credits during a period of disability, the personnel administrator or BSC representative will submit a Claim for Reimbursement of Wages Paid to State Employee (C-256.2) via the ARS, notifying NYSIF and the WCB of the period in which the leave credits were used.
15. NYSIF, in return, will issue a credit to the state's workers' compensation policy.
16. The personnel administrator or BSC representative will receive notice of the credit through a worklist item (SIF C8 EMP), which is required to restore the employee's leave credits.

17. If the injured employee returns to work, or their status of employment changes, the personnel administrator will submit a C-11 via the ARS, notifying NYSIF and the WCB of any changes.

Pending claims will indicate the stage of the claim process, the owner of the claim, and open actions needed to complete processing. Additionally, the system should have various indicators, such as the type of claim and claim status. The C-256.2 will be automated, as referenced in the DOB's Budget Bulletin G-0250: <http://www.budget.ny.gov/guide/bprm/g/g250.html>. If a paper C-3 is filed with the WCB, that information needs to be reported to NYSIF. Currently, it is up to a NYSIF case manager to reach out to the agency HR/WC person to tell them to enter the incident report in the ARS and send a FROI if required.

The system will allow the personnel administrator to indicate that an incident is reportable to the New York State Department of Labor (NYS DOL) Division of Safety and Health (DOSH) under the Public Employee Safety and Health (PESH) Act. This drives the need for the agencies to pull a log of all work-related injuries and illnesses (SH900) and the annual summary (SH900.1). Various NYS-specific forms and reports are produced to catalog injuries and illnesses.

7.2 Annual Report of New York State Government Employees' Workers' Compensation Claims

The workers' compensation annual report is required to be published by September 30 of each year, per CVS §7, Chapter 171. This report uses information from both the ARS (Tables 4A, 4B, 4C, 5) and data that comes from NYSIF (Tables 1, 2A, 2B, 3A, 3B, 6, 7) to illustrate aggregated data statistics for the fiscal year. Employee population data is obtained from NYSTEP. This document is published and publicly accessible on the DCS website: <https://www.cs.ny.gov/pio/WorkersCompAnnualReport2019.pdf>.

8. PERFORMANCE MANAGEMENT

The Governor's Office of Employee Relations (GOER) is responsible for administering the state's performance management programs. A pilot rollout of ePerformance is underway in New York State's PeopleSoft 9.2 HCM for three state agencies and will only include partial functionality of the ePerformance module. The ePerformance functionality implemented as part of the pilot rollout is expected to be implemented in the HRMS for Deployment 1, and the remaining requirements for all other in-scope agencies (currently most of the NYS Agencies) will be implemented as part of Deployment 3.

At a high level, the following functionality will be implemented in the performance evaluation process. There are unique steps in the process for each negotiating unit that will be designed in detail during the HRMS implementation.

8.1 System Configuration

At the time of implementation, configurations to the system may include, but are not limited to:

1. Template definition rules.

- a. Creation of performance evaluation templates for employees.
 - i. Employees in the following bargaining units: PEF, CSEA, DC-37, Police Benevolent Association (PBA), Council 82, PBANYS, New York State Police Investigators Association (NYSPIA), and New York State Correctional Officers & Police Benevolent Association (NYSCOPBA)
 - ii. Employees who are designated M/C.
 - iii. Employees who are trainees.
 - iv. Probationary employees.
2. Prepopulate and automate forms based on employee title.
3. Approval workflow for each of the define criteria, checkpoints, and finalize criteria stages with the following approval sequence:
 - a. Manager/supervisor (submit).
 - b. Reviewer.
 - c. Manager/supervisor.
 - d. Employee.
4. Uploading of supporting documents.
5. Configure NYS ratings' system.
6. Enable employee, supervisor, and reviewer to sign and date electronically at each step, including the performance plan, recertification/six-month, and performance appraisal.
7. Uploading of historical evaluations (to allow the upload of an employee's previous evaluation documents).
8. Establishment of a content catalog that includes standard tasks and objects and performance standards for those tasks.
9. Creation of job profiles to link predefined catalog items to job codes.
10. Establishment of wording for emails.
11. A goal management solution for NYS.
 - a. Configure worker goal setting profiles.
 - b. Group goals with common characteristics (e.g., by division, bureau, section, job title, worker, or time period).
 - c. Roles and responsibilities structure to ensure that goals are assigned and managed.
 - d. Self-service for both workers and managers to manage and update goals.
12. A Performance appeals process and workflow.
 - a. Enable employees to initiate the NYS appeals process.
 - b. Provide automated appeals forms as part of the process.

- c. Configure related workflows (e.g., enabling appeal board to sign forms electronically).
- d. Track the life cycle of the NYS two-step appeal process.
- e. Implement communication and alert notifications (e.g., set a 15-day reminder for appeal to agency level appeal board).

Note: There are various processes and negotiated workflows throughout the evaluation cycle. These processes are dependent on the employee's bargaining unit and the agreed-upon negotiated workflows between the state and the unions.

8.2 Automatic Document Generation

The system will automatically generate performance documents daily, based on performance programs and employee job information.

8.3 Notifications

Emails will be sent to employees, managers, and reviewers during the workflow process.

Reminders emails will also be sent for upcoming items due.

- 1. Reminder—six weeks prior to an employee's anniversary date—that the program needs to be defined.
- 2. Reminder that a performance program is past due by four weeks.
- 3. Reminder that a six-month checkpoint is coming due in 30 days.
- 4. Reminder that an employee evaluation is due in six weeks.

8.4 Automatic Security Role Updates

Employee's job data change can cause role changes in ePerformance; for example, from non-manager to manager, or vice versa. Therefore, an automatic security process will be put in place to assign dynamic roles on user profiles, and this process will run daily, to ensure that the report-to structure will always be up to date.

The following are included in this process:

- 1. Three types of user profiles are covered by the automatic security process—employee, manager/supervisor, and HR administrator.
- 2. A super HR administrator user profile that is assigned to one or two individuals statewide will be maintained manually.

8.5 Homepages/Dashboards

Dashboards corresponding to user roles will be established (employee, manager, and HR administrator).

8.6 Forms

Printable evaluation forms will be produced. The forms will resemble the current union-negotiated forms as closely as possible.

There will be multiple layouts for the printable versions of performance documents for each unique template. Additional attributes, such as division/bureau/section, reviewer name and title, and supervisor title will be included in the printed forms.

8.7 Appeal Status Page

A custom page will be created to allow a manager/supervisor or an HR administrator to flag a performance evaluation that is in the appeal process and enter comments to indicate the outcome.

8.8 Queries and Reports

A limited number of queries and reports will be developed. Examples include, but are not limited to:

1. Upcoming reports due report.
 - a. One report for each document type (performance plan/appraisal).
2. Past due performance plan/appraisal report.
 - a. One report for each document type (performance plan/appraisal).
3. Current document status report.
 - a. All documents and their corresponding status.

The following delivered reports will be rewritten to include the indicated customizations:

1. Missing document report.
 - a. Remove the business unit column.
 - b. Add division/bureau/section columns and enable users to sort by them.
2. Late document report.
 - a. Add division/bureau/section columns and enable users to sort by them.

8.9 Miscellaneous Requirements

1. Provide the capability to allow HR administrators to perform administrative tasks for employees who have left their agency.
2. Allow ad hoc emails to be sent from within the system to anyone within the employee's chain of command.
3. Limit the ability to delegate documents to HR administrators.

8.10 Probationary Evaluations

Probation is governed by CVS 63.1 and Civil Service Rule 4.5. The State Personnel Management Manual (SPMM) provides guidance and summarizes the probationary requirements.

The HRMS will track probationary evaluations and notify the employee, supervisor, and agency HR staff, to ensure that evaluations are completed prior to the expiration of the probationary period. The HRMS will allow the employee's supervisor to document information regarding the achievement of probationary requirements. The HRMS will also store digitally signed copies of the employee's acknowledgment that the probationary evaluation has been communicated to the employee. If the employee has met the probationary requirements, the probationary status will be marked complete, and if the employee has an incumbent hold on their previous position, it will be removed by the HRMS. If the employee has not met the probationary requirements, the agency may elect to extend the probationary period due to absences within the HRMS, provide a second probationary period, terminate the employee, or if applicable, return the employee to their previous position via an agency-to-agency transfer.

9. LABOR ADMINISTRATION

GOER represents the governor in negotiations with 10 public employee unions representing executive branch employees in 14 negotiating units. GOER administers the contracts negotiated by the state and the public employee unions and is responsible for oversight of contract, non-contract, and Out-of-Title Work Grievances (OTWG) filed by employees, as well as disciplinary actions that are consulted on with GOER.

The OTWG process is jointly administered by GOER and the DCS C&C. DCS C&C reviews each grievance in relation to the applicable classification criteria and provides a recommendation to GOER. GOER then issues a determination, which may be appealed by the grievant or union.

9.1 Out-of-Title Work Grievances

An OTWG is an employee or union complaint that alleges that the employee has been assigned duties and responsibilities inconsistent with the defined duties and responsibilities of the civil service title held by the employee. Represented employees file such grievances pursuant to union contracts.

OTWGs can be filed in a number of ways: 1) individual employees, groups of employees, or unions representing employees may file OTWGs on behalf of allegedly aggrieved employees; 2) OTWGs may be filed by the union representing an employee(s), even if an employee does not wish to file a grievance, so long as applicable provisions of the respective collective bargaining agreements are satisfied; and 3) class action OTWGs may be filed on behalf of all employees allegedly performing similar duties.

An OTWG paper form is filled out by the employee/union and submitted to the agency. The agency then enters the grievance into the system and will review and sustain or deny the grievance. If the grievance is sustained, it is routed in the HRMS to DCS C&C to issue a

recommendation of whether the work is out-of-title. DCS C&C's recommendation to sustain or deny the grievance then goes to GOER for its decision. If the grievant or union is not satisfied with GOER's determination, it can appeal the determination. If the grievant or union accepts GOER's recommendation, the grievance is resolved and ends.

If the grievance is denied by the agency, the union can appeal. If the employee/union accepts the determination, this signifies the end of the process flow. If the denied grievance is appealed by the union, a Step 3 OTWG is submitted to GOER via paper form, and GOER then enters the appeal into the HRMS. GOER notifies the agency and DCS C&C of the OTWG Step 3 appeal, and the OTWG is automatically routed to both parties in the HRMS. The agency reviews and responds to the grievance. The agency's response is routed to DCS C&C. Additional documentation for the grievance may be requested from the agency by DCS C&C or GOER. DCS C&C reviews and provides a recommendation to sustain or deny the grievance. The grievance is provided to GOER for review and to issue a decision. If the employee/union accepts the determination, this signifies the end of the process flow.

If the union decides to file a reconsideration, a Step 3.5 OTWG reconsideration is submitted to GOER, and the reconsideration is documented in NYSTEP. The agency and DCS C&C will be routed the grievance. The agency reviews and responds to the grievance. The agency's response is routed to DCS C&C. DCS C&C will review and provide a recommendation to GOER. GOER will sustain or deny the grievance. If the grievant or union is dissatisfied with GOER's decision, it may appeal to the NYS Supreme Court, pursuant to Article 78 of the Civil Practice Law and Rules. Article 78 may also be pursued by the grievant or employee after an unfavorable Step 3 decision.

10. APPENDICES

10.1 Appendix A - Benefit Programs

10.1.1 Biweekly Benefit Programs

Benefit Program	Program Description	Negotiating Units	NYSHIP Drugs	NYSHIP Dental	NYSHIP Vision	PEP Eligibility	M/C Life
A01	CSEA	02, 03, 04, 47	YES	NO	NO	PEP	NO
A02	PEF	05	YES	YES	YES	PEP	NO
A03	UUP	08	YES	NO	NO	PEP	NO
A04	NYSCOPBA Correction Officers 8700100,8700101,8700105, 8700110,8700200,8700500, 8706000	01	YES	YES	YES	NONE	NO
A05	M/C	06, 18, 46, 52, 66, 77, 79, 98	YES	YES	YES	PEP	YES
A06	M/C - Leg. Employees and Other Misc. Unrepresented Employees	76	YES	NO	NO	PEP	YES
A07	M/C - College of Ceramics Alfred University	40	YES	YES	NO	PEP	YES
A09	PBA Troopers	07	YES	YES	YES	NONE	NO
A10	PBA Supervisors	17	YES	YES	YES	NONE	NO
A11	PIA	62	YES	YES	YES	NONE	NO
A12	DC-37	67	YES	NO	NO	PEP	NO
A13	Courts CSEA	87	YES	NO	NO	PEP	NO
A14	Courts DC-37	SK	YES	NO	NO	PEP	NO
A15	Courts CSEA Judges and Justices (Agencies 05519, 05529, 05539, 05589, 05599, 05609, 05979)	86	YES	NO	NO	NONE	YES
A17	Courts	86	YES	NO	NO	PEP	YES
A19	Cornell 11990	00, N/A	YES	YES	NO	PEP	NO
A20	Courts	F8, G9, S9, SA, SD, SG, SN, SR	YES	NO	NO	PEP	NO
A21	Roswell Park - CSEA PE	PE CSEA 02, 03, 04	YES	NO	NO	PEP	NO
A22	Roswell Park - PEF PE	PE PEF 05	YES	YES	YES	PEP	NO
A23	Roswell Park - M/C PE	PE M/C 06	YES	YES	YES	PEP	YES
A24	NYSCOPBA Law Enforcement Roswell Park	PE NYSCOPBA 21	YES	YES	YES	NONE	NO

Benefit Program	Program Description	Negotiating Units	NYSHIP Drugs	NYSHIP Dental	NYSHIP Vision	PEP Eligibility	M/C Life
A25	Council 82 Correction Officers	61	YES	YES	YES	NONE	NO
A27	SUNY SEHP – No MED B	28	YES	YES	YES	NONE	NO
A28	Non-Military & Naval [Non–employee (Agency 01070)]	MIL	YES	NO	NO	NONE	NO
A29	M/C SUNY 13	13	YES	YES	YES	PEP	YES
A33	M/C	43, 48, 65	YES	YES	YES	PEP	NO
A34	M/C - Leg. Employees and Other Misc. Unrepresented Employees	14, 71, 99	YES	NO	NO	PEP	NO
A35	M/C - College of Ceramics Alfred University 21265	00, 41, 42, 43	YES	YES	NO	PEP	NO
A36	Courts	88, CT	YES	NO	NO	PEP	NO
A37	APSU	31	YES	YES	YES	NONE	NO
A38	M/C – Life Only	06, 13, 18, 46, 52, 66, 77, 79, 76, 40, 86, CT	NO	NO	NO	NONE	YES
A39	CSEA – Reduced Coinsurance Max (came from A01)	02, 03, 04, 47	YES	NO	NO	PEP	NO
A40	DC-37 - Reduced Coinsurance Max (came from A12)	67	YES	NO	NO	PEP	NO
A41	Courts CSEA – Reduced Coinsurance Max (came from A13)	87	YES	NO	NO	PEP	NO
A42	Courts DC-37 – Reduced Coinsurance Max (came from A14)	SK	YES	NO	NO	PEP	NO
A43	Courts – Reduced Coinsurance Max (came from A17)	86	YES	NO	NO	PEP	YES
A44	Courts – Reduced Coinsurance Max (came from A20)	F8, G9, S9, SA, SD, SG, SN, SR	YES	NO	NO	PEP	NO
A45	Roswell Park - CSEA PE - Reduced Coinsurance Max (came from A21)	PE CSEA 02, 03, 04	YES	NO	NO	PEP	NO
A46	Courts - Reduced Coinsurance Max (came from A36)	88, CT	YES	NO	NO	PEP	NO
A47	Courts - Supreme Court Officers	SY	YES	NO	NO	PEP	NO
A48	NYSCOPBA Law Enforcement	21	YES	YES	YES	NONE	NO
A50	Council 82 Law Enforcement	91	YES	YES	YES	NONE	NO
A51	APSU – (no one in here)	81	YES	YES	YES	NONE	NO
A52	CUNY – NO MED B	AJ, GA, T8	YES	YES	YES	NONE	NO
A53	UUP Lifeguards	68	YES	YES	YES	NONE	NO
A54	Courts – COBANC	DR	YES	NO	NO	PEP	NO
A60	PEF – Reduced Coinsurance Max (came from A02)	05	YES	YES	YES	PEP	NO

Benefit Program	Program Description	Negotiating Units	NYSHIP Drugs	NYSHIP Dental	NYSHIP Vision	PEP Eligibility	M/C Life
A61	M/C - Reduced Coinsurance Max (came from A05)	06, 18, 46, 52, 66, 77, 79, 98	YES	YES	YES	PEP	YES
A62	M/C SUNY 13 - Reduced Coinsurance Max (came from A29)	6	YES	YES	YES	PEP	YES
A63	UUP-Reduced Coinsurance Max (came from A03)	08	YES	NO	NO	PEP	NO
A64	NYSCOPBA Law Enforcement - Reduced Coinsurance Max (came from A48)	21	YES	YES	YES	NONE	NO
A65	UUP Lifeguards - Reduced Coinsurance Max (came from A53)	68	YES	YES	YES	NONE	NO
A66	Courts COBANC – Reduced Coinsurance Max (came from A54)	DR	YES	NO	NO	PEP	NO
L19	Cornell M/C (LWOP)	00, N/A	YES	YES	NO	PEP	NO

10.1.2 COBRA Benefit Programs

Benefit Program	Program Description	NYSHIP Drugs	NYSHIP Dental	NYSHIP Vision
C01	COBRA CSEA – formerly A01, M01	YES	NO	NO
C02	COBRA PEF - formerly A02	YES	YES	YES
C03	COBRA UUP - formerly A03, M03	YES	NO	NO
C04	NYSCOPBA Correction Officers - formerly A04	YES	YES	YES
C05	COBRA M/C – formerly A05, A29, A33	YES	YES	YES
C06	COBRA M/C – formerly A06, A28, A34	YES	NO	NO
C07	COBRA M/C – formerly A07, A19, A35, L19	YES	YES	NO
C09	COBRA PBA – formerly A09	YES	YES	YES
C10	COBRA PBA Supervisors – formerly A10	YES	YES	YES
C11	COBRA PIA – formerly A11	YES	YES	YES
C12	COBRA DC37 - formerly A12	YES	NO	NO
C13	COBRA Courts CSEA – formerly A13	YES	NO	NO
C14	COBRA Courts DC37 – formerly A14	YES	NO	NO
C15	COBRA Courts Judges & Justices - formerly A15	YES	NO	NO
C17	COBRA Courts - formerly A17, A36	YES	NO	NO
C20	COBRA Courts – formerly A20	YES	NO	NO
C21	COBRA CSEA – Roswell Park – formerly A21	YES	NO	NO
C25	Council 82 Correction Officers – formerly A25	YES	YES	YES
C27	COBRA SUNY SEHP – formerly A27 – NO MED B	YES	YES	YES

Benefit Program	Program Description	NYSHIP Drugs	NYSHIP Dental	NYSHIP Vision
C29	COBRA M/C – Monthly – formerly M04, M11	YES	YES	YES
C30	COBRA M/C – Monthly No Rx – formerly M05, M12	NO	YES	YES
C31	COBRA Retiree – formerly E01, M07,R01, R03, R04, R05, R06, R07, R08, R09, R10, R11, R15, R16, R17, R19, R20, R21, R23, R24, R25, R26	YES	YES	YES
C32	COBRA Retiree – formerly E11, R02, R14, R18, R22, R53, R54, R55, R56, R57, R58, R59, R61, R65, R69, R71, R73, R74, R75	NO	YES	YES
C37	COBRA APSU – formerly A37	YES	YES	YES
C39	COBRA CSEA – formerly A39, M09 - Reduced Coinsurance Max	YES	NO	NO
C40	COBRA DC37 - formerly A40 -Reduced Coinsurance Max	YES	NO	NO
C41	COBRA Courts CSEA – formerly A41 - Reduced Coinsurance Max	YES	NO	NO
C42	COBRA Courts DC37 – formerly A42 - Reduced Coinsurance Max	YES	NO	NO
C43	COBRA Courts - formerly A43, A46 - Reduced Coinsurance Max	YES	NO	NO
C44	COBRA Courts – formerly A44 - Reduced Coinsurance Max	YES	NO	NO
C45	COBRA CSEA – Roswell Park – formerly A45 - Reduced Coinsurance Max	YES	NO	NO
C47	COBRA Courts – formerly A47	YES	NO	NO
C48	COBRA NYSCOPBA Law Enforcement - formerly A48	YES	YES	YES
C50	COBRA Council 82 Law Enforcement – formerly A50	YES	YES	YES
C51	COBRA APSU – formerly A51	YES	YES	YES
C52	COBRA CUNY SEHP – formerly A52 – NO MED B	YES	YES	YES
C53	COBRA UUP Lifeguards – formerly A53, M02	YES	YES	YES
C54	COBRA Courts – formerly A54	YES	NO	NO
C60	COBRA PEF - formerly A60- Reduced Coinsurance Max	YES	YES	YES
C61	COBRA M/C – formerly A61, A62 - Reduced Coinsurance Max	YES	YES	YES
C62	COBRA UUP – formerly A63, M13 - Reduced Coinsurance Max	YES	NO	NO
C63	COBRA NYSCOPBA Law Enforcement – formerly A64 - Reduced Coinsurance Max	YES	YES	YES
C64	COBRA UUP Lifeguards – formerly A65, M14 - Reduced Coinsurance Max	YES	YES	YES
C66	COBRA Courts – formerly A66 – Reduced Coinsurance Max	YES	NO	NO

10.1.3 Young Adult Option (YAO) Benefit Programs

Benefit Program	Program Description	NYSHIP Drugs
D01	YAO - Participating Employers - formerly C29, M04, M11	YES
D02	YAO -M/C - formerly A05, A06, A07, A19, A28, A29, A33, A34, A35, C05, C06, C07, L19	YES
D03	YAO -PEF - formerly A02, C02	YES
D04	YAO -UUP - formerly A03, C03, M03	YES
D05	YAO -DC-37 – formerly A12, C12	YES
D06	YAO -DC-37 Reduced Coinsurance Max – formerly A40, C40	YES
D07	YAO -PBA – formerly A09, C09	YES
D08	YAO -PIA – formerly A11, C11	YES
D09	YAO NYSCOPBA Correction Officers – formerly A04, C04	YES
D10	YAO -NY Retiree Benefits – formerly C31, M07, R01, R03, R04, R05, R06, R07, R08, R09, R10, R11, R13, R15, R16, R17, R19, R20, R21, R23, R24, R25, R27,	YES
D11	YAO Without Drug Coverage - NY Retiree Benefits – formerly C32, R02, R14, R18, R22, R51, R53, R54, R55, R56, R57, R58, R59, R61, R65, R69, R71, R73, R74, R75	NO
D12	YAO Without Drug Coverage – PE – formerly M05, M12, C30	NO
D13	YAO -NYSCOPBA Law Enforcement – formerly A48, C48	YES
D14	YAO -UUP Lifeguards - formerly M02	YES
D15	YAO -Council 82 Law Enforcement – formerly A50, C50	YES
D16	YAO – UCS – formerly A13, A14, A15, A17, A20, A36, A47, A54, C13, C14, C15, C17, C20, C47, C54	YES
D17	YAO – UCS Reduced Coinsurance Max – formerly A41, A42, A43, A44, A46, A66, C41, C42, C43, C44, C66	YES
D18	YAO -CSEA– formerly A01, C01, M01	YES
D19	YAO -CSEA Reduced Coinsurance Max – formerly A39, C39, M09	YES
D20	YAO -Council 82 Correction Officers - formerly A25, C25	YES
D21	YAO -SEHP – formerly A27, A52, C27, C52 – NO MED B	YES
D22	YAO -PBA Supervisors – formerly A10, C10	YES
D23	YAO -UUP Lifeguards – formerly A53, C53	YES
D24	YAP -APSU - formerly A37, A51, C37, C51	YES
D25	YAO -M/C - Reduced Coinsurance Max - formerly A61, A62, C61	YES
D26	YAO -PEF - Reduced Coinsurance Max -formerly A60, C60	YES
D27	YAO -UUP - Reduced Coinsurance Max -formerly A63, C62, M13	YES
D28	YAO -NYSCOPBA Law Enforcement - Reduced Coinsurance Max -formerly A64, C63	YES
D29	YAO -UUP Lifeguards - Reduced Coinsurance Max -formerly A65, C64, M14	YES
PD7	YAO –PA's in Empire Plan – formerly PA7, PC7, PE7, PN7, PR7, PS7, PV7	YES
PD9	YAO –PA's in Excelsior Plan – formerly PA9, PC9, PE9, PN9, PR9, PS9, PV9	YES

10.1.4 Extended Benefits And No Benefits Eligibility Benefit Programs

Benefit Program	Program Description	NYSHIP Drugs	NYSHIP Dental	NYSHIP Vision	Subsidy Eligible?
E01	Extended Benefits - NYS Grandfathered	YES	N/A	N/A	YES
E02	Extended Benefits - PE Non- Grandfathered	YES	N/A	N/A	YES
E11	Extended Benefits - LIS - NYS Grandfathered	NO	N/A	N/A	NO
E12	Extended Benefits - LIS PE Non- Grandfathered	NO	N/A	N/A	NO
N00	No Benefit Eligibility	N/A	N/A	N/A	NO

10.1.5 PE Retiree Benefit Programs

Benefit Program	Program Description	BP Prior to 10/1/10	NYSHIP Drugs	NYSHIP Dental	NYSHIP Vision	M/C Life	Subsidy Eligible?
G01	Retiree (90/75)	R01	YES	NO	NO	NO	YES
G02	Retiree (90/75)	R02	NO	NO	NO	NO	NO
G03	Retiree pre-1983 (100/75)	R03	YES	NO	NO	NO	YES
G04	Retiree (100/100)	R04	YES	NO	NO	NO	YES
G05	Amended Dependent Survivors (75/75)	R05	YES	NO	NO	NO	YES
G06	Attica Survivors	R06	YES	NO	NO	NO	YES
G07	Full Share Survivors	R07	YES	NO	NO	NO	YES
G08	Survivors (90/75)	R08	YES	NO	NO	NO	YES
G09	Vestees	R09	YES	NO	NO	NO	YES
G10	Preferred list	R10	YES	NO	NO	NO	NO
G11	Long Term Disability (Dental/Vision)	R11	YES	YES	YES	NO	YES
G13	G01 Retiree Return to Work w/Rx Some with M/C Life (No '2D' – '2G')	R13	YES	NO	NO	YES	NO
G14	Retiree (100/100) Mthly	R14	NO	NO	NO	NO	NO
G15	Retiree (100/100 Dep Sur)	R15	YES	NO	NO	NO	YES
G16	G01 Retiree Return to Work w/Rx (Active Dent/Vis) Some with M/C Life (No '2D' – '2G')	R16	YES	YES	YES	YES	NO
G17	G04 Retiree Return to Work w/Rx (100/100) (Active Dent/Vis) Some with M/C Life (No '2D' – '2G')	R17	YES	YES	YES	YES	NO

Benefit Program	Program Description	BP Prior to 10/1/10	NYSHIP Drugs	NYSHIP Dental	NYSHIP Vision	M/C Life	Subsidy Eligible?
G18	G14 Retiree Return to Work w/nRx (100/100) (Active Dent/Vis) Some with M/C Life (No '2D' – '2G')	R18	NO	YES	YES	YES	NO
G19	LTD Retirees w/Rx (D/V) Some with M/C Life (No '2D' – '2G')	R19	YES	YES	YES	YES	YES
G20	G03 Retiree who return to work Dent/Vis at EE rate Some with M/C Life (No '2D' – '2G')	R20	YES	YES	YES	YES	NO
G21	Retiree (90/75) with M/C Life (No '2D' – '2G')	R21	YES	NO	NO	YES	YES
G22	Retiree (90/75) with M/C Life (No '2D' – '2G')	R22	NO	NO	NO	YES	NO
G23	Retiree pre-1983 (100/75) with M/C Life (No '2D' – '2G')	R23	YES	NO	NO	YES	YES
G24	Retiree (100/100) with M/C Life (No '2D' – '2G')(Dental/Vision)	R24	YES	YES	YES	YES	YES
G25	LTD with M/C Life	R25	YES	YES	YES	YES	YES
G27	Preferred list with M/C Life (No '2D' – '2G')	R27	YES	NO	NO	YES	NO
G51	Retiree (90/75) – LIS	R51	NO	NO	NO	NO	NO
G53	Retiree pre-1983 (100/75) – LIS	R53	NO	NO	NO	NO	NO
G54	Retiree (100/100) – LIS	R54	NO	NO	NO	NO	NO
G55	Amended Dependent Survivors (75/75) – LIS	R55	NO	NO	NO	NO	NO
G56	Attica Survivors – LIS	R56	NO	NO	NO	NO	NO
G57	Full Share Survivors – LIS	R57	NO	NO	NO	NO	NO
G58	Survivors (90/75) – LIS	R58	NO	NO	NO	NO	NO
G59	Vesteers – LIS	R59	NO	NO	NO	NO	NO
G61	Long Term Disability – Dental/Vision; - LIS	R61	NO	YES	YES	NO	NO
G65	Retiree (100/100 Dep Sur) – LIS	R65	NO	NO	NO	NO	NO
G69	LTD Retirees (D/V) Some with M/C Life (No '2D' – '2G') – LIS	R69	NO	YES	YES	YES	NO
G71	Retiree (90/75) with M/C Life (No '2D' – '2G') – LIS	R71	NO	NO	NO	YES	NO

Benefit Program	Program Description	BP Prior to 10/1/10	NYSHIP Drugs	NYSHIP Dental	NYSHIP Vision	M/C Life	Subsidy Eligible?
G73	Retiree pre-1983 (100/75) with M/C Life (No '2D' – '2G') – LIS	R73	NO	NO	NO	YES	NO
G74	Retiree (100/100) with M/C Life (No '2D' – '2G') – LIS	R74	NO	NO	NO	YES	NO
G75	LTD with M/C Life – D/V; - LIS	R75	NO	YES	YES	YES	NO
G77	Retiree (0/0) Monthly	M07	YES	NO	NO	NO	N/A

10.1.6 PE COBRA/YAO Benefit Programs

Benefit Program	Program Description	BP Prior to 10/1/10	NYSHIP Drugs	NYSHIP Dental	NYSHIP Vision	M/C Life	Subsidy Eligible?
G78	COBRA Retiree – formerly G01, G03, G04, G05, G06, G07, G08, G09, G10, G11, G15, G16, G17, G19, G20, G21, G23, G24, G25	C31	YES	YES	YES	N/A	N/A
G79	COBRA Retiree – formerly G02, G14, G18, G22, G53, G54, G55, G56, G57, G58, G59, G61, G65, G69, G71, G73, G74, G75	C32	NO	YES	YES	N/A	N/A
G80	YAO -NY Retiree Benefits – formerly G01, G03, G04, G05, G06, G07, G08, G09, G10, G11, G15, G16, G17, G19, G20, G21, G23, G24, G25, G27, G77	D10	YES	NO	NO	N/A	N/A
G81	YAO Without Drug Coverage - NY Retiree Benefits – former G02, G14, G18, G22, G51, G53, G54, G55, G56, G57, G58, G59, G61, G65, G69, G71, G73, G74, G75	D11	NO	NO	NO	N/A	N/A
G84	COBRA Roswell Park PEF – formerly A22	C02	YES	YES	YES	N/A	N/A
G85	COBRA Roswell Park M/C – formerly A23	C05	YES	YES	YES	N/A	N/A
G86	COBRA NYSCOPBA Law Enforcement	C48	YES	YES	YES	N/A	N/A

Benefit Program	Program Description	BP Prior to 10/1/10	NYSHIP Drugs	NYSHIP Dental	NYSHIP Vision	M/C Life	Subsidy Eligible?
	Roswell Pk – former A24						
G87	YAO –Roswell Park M/C – formerly A23, G85	D02	YES	NO	NO	N/A	N/A
G88	YAO - Roswell Park PEF – formerly A22, G84	D03	YES	NO	NO	N/A	N/A
G89	YAO -NYSCOPBA Law Enforcement Roswell Pk – formerly A24, G86	D14	YES	NO	NO	N/A	N/A
G90	YAO - Roswell Park CSEA– formerly A21, C21	D18	YES	NO	NO	N/A	N/A
G91	YAO -CSEA Reduced Coinsurance Max – formerly A45, C45	D19	YES	NO	NO	N/A	N/A

10.1.7 Monthly Agency Benefit Programs

Benefit Program	Program Description	NYSHIP Drugs	NYSHIP Dental	NYSHIP Vision	M/C Life
M01	CSEA Monthly	YES	NO	NO	NO
M02	UUP Lifeguards	YES	NO	NO	NO
M03	UUP Monthly	YES	NO	NO	NO
M04	M/C (100/100) Monthly (D, V) NU 96 ees with M/C Life	YES	YES	YES	YES
M05	M/C (100/100) Monthly (D, V)	NO	YES	YES	NO
M07	Retiree (0/0) Monthly	YES	NO	NO	NO
M08	M/C (100/100) Monthly with M/C Life – Life only no Medical	NO	NO	NO	YES
M09	CSEA Monthly - Reduced Coinsurance Max	YES	NO	NO	NO
M11	M/C LTD with Med (100/100) Monthly (D, V) NU 96 ees with M/C Life	YES	YES	YES	YES
M12	M/C LTD with MED (100/100) Monthly (D, V)	NO	YES	YES	NO
M13	UUP Monthly Reduced Coinsurance Max (came from M03)	YES	NO	NO	NO
M14	UUP Lifeguards with Reduced Coinsurance Max (came from M02)	YES	NO	NO	NO

10.1.8 Participating Agency Benefit Programs

Benefit Program	Program Description	NYSHIP Drugs	Subsidy Eligible?
PA7	PA Active Employee in Option 7	YES	NO
PA9	PA Active Employee in Excelsior	YES	NO
PC1	PA COBRA in Option 7 – LIS	NO	NO
PC3	PA COBRA in Excelsior – LIS	NO	NO
PC7	PA COBRA in Option 7	YES	NO
PC9	PA COBRA in Excelsior	YES	NO
PD7	YAO -Participating Agencies in Empire Plan – formerly PA7, PC7, PE7, PN7, PR7, PS7, PV7	YES	NO
PD9	YAO -Participating Agencies in Excelsior Plan – formerly PA9, PC9, PE9, PN9, PR9, PS9, PV9	YES	NO
PE1	PA Extended Benefits Option 7 – LIS	NO	NO
PE3	PA Extended Benefits Excelsior – LIS	NO	NO
PE7	PA Extended Benefits Option 7	YES	YES
PE9	PA Extended Benefits Excelsior	YES	YES
PF7	PA Emergency Volunteers Option 7 (Retiree Benefit Package)	YES	NO
PF9	PA Emergency Volunteers Excelsior (Retiree Benefit Package)	YES	NO
PN7	PA NYS Continuity Option 7	NO	NO
PN9	PA NYS Continuity Excelsior	NO	NO
PR1	PA Retiree in Option 7 – LIS	NO	NO
PR3	PA Retiree in Excelsior – LIS	NO	NO
PR7	PA Retiree in Option 7	YES	YES
PR9	PA Retiree in Excelsior	YES	YES
PS1	PA Survivor in Option 7 – LIS	NO	NO
PS3	PA Survivor in Excelsior – LIS	NO	NO
PS7	PA Survivor in Option 7	YES	YES
PS9	PA Survivor in Excelsior	YES	YES
PV1	PA Vestee Option 7 – LIS	NO	NO
PV3	PA Vestee Excelsior – LIS	NO	NO
PV7	PA Vestee Option 7	YES	YES
PV9	PA Vestee Excelsior	YES	YES

10.1.9 Retiree, Survivor, Vestee, Preferred List And Long-Term Disability Benefit Programs

Benefit Program	Program Description	NYSHIP Drugs	NYSHIP Dental	NYSHIP Vision	M/C Life	Subsidy Eligible?
R01	Retiree (90/75)	YES	NO	NO	NO	YES
R03	Retiree pre-1983 (100/75)	YES	NO	NO	NO	YES
R04	Retiree (100/100)	YES	NO	NO	NO	YES
R05	Amended Dependent Survivors (75/75)	YES	NO	NO	NO	YES
R06	Attica Survivors	YES	NO	NO	NO	YES
R07	Full Share Survivors	YES	NO	NO	NO	YES
R08	Survivors (90/75)	YES	NO	NO	NO	YES
R09	Vestees	YES	NO	NO	NO	YES
R10	Preferred list	YES	NO	NO	NO	NO
R11	Long Term Disability (Dental/Vision)	YES	YES	YES	NO	YES
R13	R01 Retiree Return to Work w/Rx Some with M/C Life (No '2D' – '2G')	YES	NO	NO	YES	NO
R14	Retiree (100/100) Mthly	NO	NO	NO	NO	NO
R15	Retiree (100/100 DepSur)	YES	NO	NO	NO	YES
R16	R01 Retiree Return to Work w/Rx (Active Dent/Vis) Some with M/C Life (No '2D' – '2G')	YES	YES	YES	YES	NO
R17	R04 Retiree Return to Work w/Rx (100/100) (Active Dent/Vis) Some with M/C Life (No '2D' – '2G')	YES	YES	YES	YES	NO
R18	R14 Retiree Return to Work w/nRx (100/100) (Active Dent/Vis) Some with M/C Life (No '2D' – '2G')	NO	YES	YES	YES	NO
R19	LTD Retirees w/Rx (D/V) Somewith M/C Life (No '2D' – '2G')	YES	YES	YES	YES	YES
R20	R03 Retiree who return to work Dent/Vis at EE rate Some with M/C Life (No '2D' – '2G')	YES	YES	YES	YES	NO
R21	Retiree (90/75) with M/C Life (No '2D' – '2G')	YES	NO	NO	YES	YES
R23	Retiree pre-1983 (100/75) with M/C Life (No '2D' – '2G')	YES	NO	NO	YES	YES
R24	Retiree (100/100) with M/C Life (No '2D' – '2G') (Dental/Vision)	YES	YES	YES	YES	YES

Benefit Program	Program Description	NYSHIP Drugs	NYSHIP Dental	NYSHIP Vision	M/C Life	Subsidy Eligible?
R25	LTD with M/C Life	YES	YES	YES	YES	YES
R26	Retirees with M/C Life Only M/C Life enrollees eligible for the retirement system, but not eligible to vest in Health Insurance. (No '2D' – '2G')	NO	NO	NO	YES	NO
R27	Preferred list with M/C Life (No '2D' – '2G')	YES	NO	NO	YES	NO
R51	Retiree (90/75) – LIS	NO	NO	NO	NO	NO
R53	Retiree pre-1983 (100/75) – LIS	NO	NO	NO	NO	NO
R54	Retiree (100/100) – LIS	NO	NO	NO	NO	NO
R55	Amended Dependent Survivors (75/75) – LIS	NO	NO	NO	NO	NO
R56	Attica Survivors – LIS	NO	NO	NO	NO	NO
R57	Full Share Survivors – LIS	NO	NO	NO	NO	NO
R58	Survivors (90/75) – LIS	NO	NO	NO	NO	NO
R59	Vesteas – LIS	NO	NO	NO	NO	NO
R61	Long Term Disability – Dental/Vision; - LIS	NO	YES	YES	NO	NO
R65	Retiree (100/100 DepSur) – LIS	NO	NO	NO	NO	NO
R69	LTD Retirees (D/V) Some with M/C Life (No '2D' – '2G') – LIS	NO	YES	YES	YES	NO
R71	Retiree (90/75) with M/C Life (No '2D' – '2G') – LIS	NO	NO	NO	YES	NO
R73	Retiree pre-1983 (100/75) with M/C Life (No '2D' – '2G') – LIS	NO	NO	NO	YES	NO
R74	Retiree (100/100) with M/C Life (No '2D' – '2G') – LIS	NO	NO	NO	YES	NO
R75	LTD with M/C Life – Dental/Vision; - LIS	NO	YES	YES	YES	NO

10.2 Appendix B – NYSHIP Option Codes

The Empire Plan is available to all enrollees in NYSHIP, regardless of where they live or work. The Excelsior Plan is available to PAs that elect to offer the plan. The SEHP is available to qualifying employees of SUNY and City University of New York (CUNY) schools.

NYSHIP enrollees of NYS Agencies and PEs have a choice among HMOs. HMO enrollment is permitted in any NYSHIP-approved HMO that serves the area where an enrollee lives or works.

This list shows option codes for Empire Plan, Excelsior, SEHP, Opt-Out, and HMOs available in each county.

NYSHIP Option Codes	
Empire Plan: (001)	Columbia: CDPHP (063), HIP (220), MVP (060), BSNENY (069)
Excelsior Plan: (009)	Cortland: HMOBlue (072), MVP (330)
Student Employee Health Plan (SEHP): (002)	Delaware: CDPHP (310), HIP (350), HMOBlue (160), MVP (330)
Opt-Out: (700)	Dutchess: CDPHP (310), HIP (350), MVP (340)
Albany: Capital District Physicians Health Plan (CDPHP) (063), HIP (220), MVP (060)	Erie: BCBS of Western New York (067), Independent Health (059)
Allegany: BCBS of Western New York (067), Independent Health (059)	Essex: CDPHP (300), HMOBlue (160), MVP (360)
Bronx: HIP (050)	Franklin: HMOBlue (160), MVP (360), CDPHP (300)
Broome: CDPHP (300), HMOBlue (072), MVP (330)	Fulton: CDPHP (063), HMOBlue (160), MVP (060), BSNENY (069)
Cattaraugus: BCBS of Western New York (067), Independent Health (059)	Genesee: BCBS of Western New York (067), Independent Health (059), MVP (058)
Cayuga: HMOBlue (072), MVP (330)	Greene: CDPHP (063), HIP (220), MVP (060), BSNENY (069)
Chautauqua: BCBS of Western New York (067), Independent Health (059)	Hamilton: CDPHP (300), HMOBlue (160), MVP (060)
Chemung: HMOBlue (072), MVP (058)	Herkimer: CDPHP (300), HMOBlue (160), MVP (330)
Chenango: CDPHP (300), HMOBlue (160), MVP (330)	Jefferson: HMOBlue (160), MVP (330)
Clinton: HMOBlue (160), MVP (360), CDPHP (300)	Kings: HIP (050)
Lewis: HMOBlue (160), MVP (330)	Rensselaer: CDPHP (063), HIP (220), MVP (060), BSNENY (069)
Livingston: BlueChoice (066), MVP (058)	Richmond: HIP (050)
Madison: CDPHP (300), HMOBlue (160), MVP (330)	Rockland: MVP (340)
Monroe: BlueChoice (066), MVP (058)	Saratoga: CDPHP (063), HIP (220), MVP (060), BSNENY (069)
Montgomery: CDPHP (063), HMOBlue (160), MVP (060), BSNENY (069)	Schenectady: CDPHP (063), HIP (220), MVP (060), BSNENY (069)
Nassau: HIP (050)	Schoharie: CDPHP (063), MVP (060)
New York: HIP (050)	Schuyler: HMOBlue (072), MVP (058)

NYSHIP Option Codes	
Niagara: BCBS of Western New York (067), Independent Health (059)	Seneca: Blue Choice (066), MVP (058)
Oneida: CDPHP (300), HMOBlue (160), MVP (330)	St. Lawrence: HMOBlue (160), MVP (360)
Onondaga: HMOBlue (072), MVP (330)	Steuben: HMOBlue (072), MVP (058)
Ontario: Blue Choice (066), MVP (058)	Suffolk: HIP (050)
Orange: CDPHP (310), HIP (350), MVP (340)	Sullivan: HIP (350), MVP (340)
Orleans: BCBS of Western New York (067), Independent Health (059), MVP (058)	Tioga: CDPHP (300), HMOBlue (072), MVP (330)
Oswego: HMOBlue (072), MVP (330)	Tompkins: HMOBlue (072), MVP (330)
Otsego: CDPHP (300), HMOBlue (160), MVP (330)	Ulster: CDPHP (310), HIP (350), MVP (340)
Putnam: HIP (350), MVP (340)	Warren: CDPHP (063), HIP (220), MVP (060), BSNENY (069)
Queens: HIP (050)	Washington: CDPHP (063), HIP (220), MVP (060), BSNENY (069)
Wayne: Blue Choice (066), MVP (058)	
Westchester: HIP (050), MVP (340)	
Wyoming: BCBS of Western New York (067), Independent Health (059), MVP (058)	
Yates: Blue Choice (066), MVP (058)	

10.3 Appendix C – Benefits Letters

LETTER NAME	LETTER SENT FROM		LETTER NAME	LETTER SENT FROM
65th Birthday Letters	Vendor		IPP Hold Enroll	EBD
ARS Incident Letter	EBD		IPP Leave LTD adjustment	EBD
Address Change Notification	EBD		IPP Leave Prior to LTD	EBD
Annual IRMAA Letters	Vendor		IPP Prior Creditable Service	EBD
COBRA Continuation	EBD		IRMAA Confirmation Letter	EBD
COBRA Dependent Letter	EBD		Leave of Absence	EBD
COBRA Exp due to Medicare	EBD		Less Than 10 Years Service	EBD
COBRA Expiration	EBD		M/C Life Insurance Letter	EBD
COBRA Packages	Vendor		M/C Life Insurance Package	Vendor
Cancel Non Payment	EBD		Medicare Differential	EBD
Caremark RX Termination	EBD		MyNYSHIP Activation Code	EBD
Change Coverage to Family	EBD		MyNYSHIP Confirmation	EBD
Change Coverage to Individual	EBD		Not Qualified Survivor	Vendor
Cobra Initial Notice	EBD		OPAY Payment Method	EBD
Contribution Rate Change	EBD		Offer of Coverage	EBD
Creditable Coverage and Child Health Plus Letters	Vendor		Opt Out Letter	EBD
DEAS Amnesty Term Notification	EBD		Other Dependent Recert	EBD
DIRP Payment Method	EBD		PA Population	EBD
DP to Spouse	EBD		Payment Method Change	EBD
Deferred Retirement Option	EBD		Pending Billing	EBD
Dep Medicare Missing Notice	EBD		Pending Vestee	EBD
Dep Medicare Terminate	EBD		Plan Option Change	EBD
Dependent Add	EBD		Preferred List	Vendor
Dependent Delete	EBD		Privacy Package	Vendor
Dependent Missing SSN	EBD		Retiree	EBD
Dependent Recert Confirmation	EBD		Return From Leave	EBD
Dependent Reinstatement Letter	EBD		Sick Leave Credit Letter	EBD
Disabled Dependent Recert	EBD		Student Letter	EBD
Domest Part Imputed Income Ltr	EBD		Survivor	Vendor
Domestic Part Status Ltr	EBD		Survivor Enrollment	EBD
EPEN Payment Method	EBD		UHG RX Denial	EBD
Enr Medicare Missing Notice	EBD		UHG RX Termination	EBD
Enr Medicare Terminate	EBD		Under 55 Years of Age	EBD
IPP Cancel Declination	EBD		Vestee	EBD
IPP Cancel Enrollment	EBD		Workers Compensation	EBD
IPP Enroll LTD	EBD		Workers' Comp Deferred HI	EBD
IPP Enroll Special	EBD		YAD Cancellation	EBD
IPP Enroll in both STD and LTD	EBD		YAD Confirmation	EBD



**Office of
General Services**

ANDREW M. CUOMO
Governor

ROANN M. DESTITO
Commissioner

Request for Proposal (RFP) #2204

Attachment 11

Human Resources Management System (HRMS)

Business Associate Agreement (BAA)

BUSINESS ASSOCIATE AGREEMENT

The terms and conditions of this Business Associate Agreement are attached to and incorporated into Contract # _____ (the "Contract"), by and between _____ (the "State") and _____ ("Contractor" or "Business Associate"), and shall apply to Protected Health Information (defined below) that is used or disclosed in connection with or in the course of the performance of services under the Contract by Contractor, and pursuant to which the Contractor may be considered a "Business Associate" of the State as such term is defined in HIPAA (defined below).

1. **Definitions.** A term used, but not otherwise defined, in this Business Associate Agreement shall have the meaning provided in HIPAA or the HITECH Act, as may be amended from time to time.
 - a. "Breach" shall have the same meaning as the term "Breach" in §13400 of the HITECH Act and guidance issued by the Department of Health and Human Services, and shall include the unauthorized acquisition, use, or disclosure of Protected Health Information that compromises the privacy or security of such information.
 - b. "Covered Entity" or "State" shall mean the State of New York.
 - c. "Data Aggregation" shall mean, with respect to the protected health information created or received by a business associate in its capacity as the business associate of a covered entity, the combining of such protected health information by the business associate with the protected health information received by the business associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
 - d. "Designated Record Set" shall have the same meaning as the term "Designated Record Set" in 45 CFR §164.501.
 - e. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, as such may be amended from time to time.
 - f. "HIPAA Rules" shall mean all regulations promulgated pursuant to HIPAA by the U.S. Department of Health and Human Services, currently 45 CFR Parts 160 and 164, as such may be amended from time to time.
 - g. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, 123 Stat. 226 (Feb 17, 2009), codified at 42 U.S.C. §§ 300jj et seq, §§ 17901 et seq.
 - h. "Individual" shall have the same meaning as the term "Individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
 - i. "Protected Health Information" or "PHI" shall have the same meaning as that term is defined in 45 CFR § 160.103, but is limited to the Protected Health Information created or received by Business Associate from, for or on behalf of the State in connection with or in the course of Business Associate's performance of the Contract.
 - j. "Security Incident" shall have the same meaning as the term "Security Incident" in 45 CFR §164.304.

2. Obligations and Activities of the Contractor.

- a. Contractor acknowledges that it is a "Business Associate" of the State as that term is defined at 45 CFR § 160.103 as a consequence of Contractor's provision of services under the Contract and that Contractor's provision of services under the Contract will involve the disclosure to Contractor of Protected Health Information from the State or other service providers on behalf of the State. As such, Contractor agrees to comply with the provisions of this Business Associate Agreement, HIPAA and the HITECH Act.
- b. Contractor agrees not to use or disclose Protected Health Information other than as permitted or required by the Contract or as Required by Law.
- c. Contractor agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the Contract, and to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity pursuant to the Contract.
- d. Contractor agrees to fully comply with the responsibilities of a Business Associate as set forth in §13401 of the HITECH Act.
- e. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Business Associate Agreement.
- f. Contractor agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by the Contract of which it becomes aware, including Breaches of Unsecured Protected Health Information as required at 45 CFR §164.410, and any Security Incident of which it becomes aware. In the event of a Breach of Unsecured Protected Health Information:
 - i. Contractor shall promptly notify the State within twenty-four (24) hours of the Breach when it is discovered the following information, except when despite all reasonable efforts by the Business Associate to obtain the information required, circumstances beyond the control of the Business Associate necessitate additional time. Under such circumstances, but no later than 30 days from the discovery of the Breach, the Contractor shall notify the State of the following:
 1. the date of the breach incident;
 2. the date of the discovery of the breach;
 3. a brief description of what happened;
 4. a description of the types of unsecured PHI that were involved;
 5. identification of each Individual (including contact information) whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the breach;
 6. a brief description of what the Business Associate is doing to investigate the breach, to mitigate harm to Individuals and to protect against any further breaches; and
 7. any other details necessary to complete an assessment of the risk of harm to the Individual.
 - ii. A Breach is considered discovered on the first day on which Contractor knows or should have known of such Breach.
 - iii. Business Associate shall promptly notify Individuals about a Breach of their Unsecured Protected Health Information as soon as possible, but

not later than 60 calendar days after discovery of the Breach, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. Notification shall meet the requirements of §13402 of the HITECH Act. The Business Associate will be responsible to provide notification to the Secretary of the United States Department of Health and Human Services and the media, as required by 45 CFR Part 164.

- g. In accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), as applicable, Contractor agrees to ensure that any agent or subcontractor of Contractor to whom Contractor provides Protected Health Information received from, or created or received by Contractor on behalf of Covered Entity pursuant to the Contract agrees to at least the same restrictions and conditions that apply through this Business Associate Agreement to Contractor with respect to such Protected Health Information. Contractor will ensure that all Business Associate Agreements are executed with all subcontractors that will perform functions or activities on behalf of Contractor that involve the use or disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, Covered Entity.
- h. To the extent that the information made available to Contractor under the Contract includes Protected Health Information in a Designated Record Set, Contractor agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.
- i. To the extent that the information made available to Contractor in connection with or in the course of Contractor's performance of the Contract includes Protected Health Information in a Designated Record Set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.
- j. Contractor agrees to document such disclosures of Protected Health Information under the Contract and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.
- k. Contractor agrees to provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, information collected in accordance with this Business Associate Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528. If Contractor assists Covered Entity in maintaining an electronic health record ("EHR"), Contractor shall support Covered Entity in providing, upon the request of the Individual, an accounting of disclosures of Protected Health Information in the EHR within the prior three years, as well as an electronic copy of Protected Health Information that is part of an EHR.
- l. To the extent Contractor is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Contractor shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations; and shall be directly responsible for full compliance with the

relevant requirements of the Privacy Rule to the same extent that Covered Entity is responsible for compliance with such rule.

- m. Contractor agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of Covered Entity pursuant to the Contract, available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner as designated by the Covered Entity, for purposes of the Secretary's determining Covered Entity's compliance with the HIPAA Rules.
 - n. Contractor shall make its internal practices, books, and records available to the Secretary for purposes of determining its compliance with the HIPAA Rules.
3. **Permitted Uses and Disclosures by Contractor.** Except as otherwise limited in the Contract and this Business Associate Agreement, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
4. **Specific Use and Disclosure Provisions.**
- a. Except as otherwise limited in the Contract or this Business Associate Agreement, Contractor may use Protected Health Information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.
 - b. Except as otherwise limited in the Contract and this Business Associate Agreement, Contractor may disclose Protected Health Information for the proper management and administration of the Contractor, provided that disclosures are Required by Law, or Contractor obtains reasonable assurances from the person to whom the Protected Health Information is disclosed that it will remain confidential and shall be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality obligations under this Business Associate Agreement have been breached.
 - c. Except as otherwise limited in the Contract and this Business Associate Agreement, Contractor may use Protected Health Information to provide Data Aggregation services relating to the health care operations of Covered Entity as permitted in 45 CFR §164.504(e)(2)(i)(B).
 - d. Contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with New York State law and 45 CFR §164.502(j)(1).
5. **Remedies in Event of Breach/Indemnification.**
- a. In the event of breach by Contractor of any of the covenants and assurances contained in this Business Associate Agreement, Contractor hereby agrees that immediate and irreparable harm may result to Covered Entity, which harm would not be adequately compensated by monetary damages. As such, in the event of breach of any of the covenants and assurances contained herein, Covered Entity shall be entitled to enjoin and restrain Contractor from any continued violation.
 - b. Contractor shall defend, indemnify and hold Covered Entity harmless against all claims, losses, liability, costs and other expenses (including reasonable attorneys' fees), without limitation (collectively, "Liability"), resulting from or

arising out of the acts or omissions of Contractor in the performance of its duties and obligations under this Business Associate Agreement, except to the extent that such Liability results from or arises out of the acts or omissions of Covered Entity. Contractor's Liability under the foregoing provision shall include responsibility to pay, or where appropriate, to reimburse Covered Entity, for all costs associated with notification required by HIPAA or HITECH due to a Breach within the meaning of this Business Associate Agreement, except to the extent that such Liability results from or arises out of the acts or omissions of Covered Entity. Contractor shall be fully liable for the actions of its agents, employees and subcontractors.

- c. The terms of this Section 5 shall survive expiration or termination of the Contract.
6. **Consideration.** Contractor acknowledges that the promises it has made in this Business Associate Agreement shall, henceforth, be relied upon by Covered Entity in choosing to continue or commence a business relationship with Contractor.
7. **Interpretation.** Should there be any conflict between the language of this Business Associate Agreement and the Contract or any other contract or agreement entered into between the State and the Contractor (either prior or subsequent to the date of this Business Associate Agreement), the language and provisions of this Business Associate Agreement shall control and prevail unless, in a subsequent written agreement, the State and the Contractor specifically refer to this Business Associate Agreement, and specifically state that the provisions of the later written agreement shall control over this Business Associate Agreement. However, in the event of a conflict with Appendix A (Standard Terms and Conditions of New York State Contracts) in any agreement to which such Appendix A applies, Appendix A shall govern.
8. **HIPAA Compliance.** Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits compliance with the HIPAA Rules.
9. **Term and Termination.**
 - a. **Term.** The provisions of this Business Associate Agreement shall be effective as of the effective date of the Contract and shall survive termination of the Contract and shall not terminate unless and until all Protected Health Information is destroyed, or returned to Covered Entity or, if it is infeasible to return or destroy Protected Health Information, in accordance with the termination provisions in Section (c)(ii) of this Section, in which case Contractor's obligations hereunder shall continue for so long as Contractor maintains the Protected Health Information.
 - b. **Termination for Cause.** A breach of this Business Associate Agreement may be considered a material breach of the Contract and may be grounds for termination of the Contract for cause.
 - c. **Effect of Termination.**
 - i. Except as provided in subparagraph (ii) below, upon termination of the Contract for any reason, Contractor shall return to Covered Entity or destroy all Protected Health Information received from Covered Entity, or created or received by Contractor on behalf of Covered Entity. This provision shall apply to all Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information. Upon request by Covered Entity, Contractor shall certify in writing to Covered Entity that all

Protected Health Information has been returned or destroyed as required by this Business Associate Agreement.

- ii. In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the State and the Contractor that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information. Upon request by Covered Entity, Contractor shall certify in writing to Covered Entity that it has taken all the steps required by this Business Associate Agreement to protect Protected Health Information which could not feasibly be returned or destroyed.

10. Miscellaneous.

- a. Regulatory References. A reference in this Business Associate Agreement to the HIPAA Rules means the rules as in effect or amended, and for which compliance by a Covered Entity and/or Business Associate is required.
- b. Amendment: The State and the Contractor agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary in the State's determination for compliance with the requirements of HIPAA or the HITECH Act. In the event that the State determines that the services being provided by Business Associate pursuant to the Contract require that a separate or additional business associate agreement be entered into between the Business Associate or any of its subcontractors and any department, agency or other unit of the State, the Business Associate agrees to enter into such business associate agreement on request by the State.

Covered Entity:

Business Associate:

By: _____

By: _____

Date: _____

Date: _____



**Office of
General Services**

ANDREW M. CUOMO
Governor

ROANN M. DESTITO
Commissioner

Request for Proposal (RFP) #2204

Attachment 12

Human Resources Management System (HRMS)

ITS Contract Clauses

New York State Office of Information Technology Services (ITS) Contract Clauses

1. COOPERATION WITH INVESTIGATIONS, AUDITS, AND LEGAL PROCEEDINGS

Upon request by the state, contractor shall cooperate with the state, including with the Office of the New York State Comptroller (OSC), in any investigation, audit, or other inquiry related to the RFP or this contract or with any related litigation, at no cost to the state. This provision shall survive the termination of the contract.

2. RIGHT TO INSPECT

The state, and any regulatory authority having jurisdiction over the state, has the right to review contractor's procedures, practices, and controls related to the security of confidential information and information assets. Upon request, contractor shall make available for review policies, procedures, practices, and documentation related to the protection of confidential information and information assets, including but not limited to those related to information security governance, network security, risk and compliance management policies and procedures, personnel security background screening/checks and vetting procedures, secure systems/software development protocols, change/release management, testing, quality assurance, vulnerability management, secure disposal/sanitization, and documentation. Contractor may be asked to provide a recent independent audit report on security controls prior to the awarding of this contract or at any time during the contract term. The state, and any regulatory authority having jurisdiction over the state, shall have the right to send its officers and employees to inspect contractor's facilities and operations used to provide contract services. Based on such inspection, the state may require contractor to implement corrective measures where the contractor is found to be noncompliant with contract provisions.

3. SINGLE POINTS OF CONTACT

The parties shall identify to each other with specificity—including contact information—a list of either a single person or a small number of individuals as the party's single point(s)-of-contact who is/are permitted to interact with the other party concerning the day-to-day administration of the contract. Contractor shall respect the state's list and generally interact with or keep apprised only those single points-of-contact(s) concerning any contractual matters.

4. WARRANTIES AND GUARANTEES

Virus Warranty. Contractor represents and warrants that any deliverables provided under this contract do not contain any known viruses. Contractor shall take reasonable actions and precautions to not introduce any known viruses into any deliverable. This warranty includes any computer code—whether or not written or conceived by contractor—that disrupts, disables, harms, or otherwise impedes in any manner the operation of the product, or any other associated software, firmware, hardware, or computer system (such as local- or wide-area networks), including aesthetic disruptions or distortions, but does not include security keys or other such devices installed by product manufacturer. Virus shall include any malware, adware,

or other computer code—whether or not written or conceived by contractor—that allows data or metrics to be copied, redirected, or modified without the express consent of the state.

Date/Time Warranty. Contractor warrants that deliverables furnished pursuant to this contract, when used in accordance with the documentation, will be able to accurately process date/time data (including but not limited to calculating, comparing, and sequencing) transitions, including leap year calculations. Where the contractor proposes, or an acquisition requires, that specific products perform as a package or system, this warranty shall apply to the products as a system.

Where the contractor is providing ongoing services, including but not limited to: 1) consulting, integration, or code or data conversion; 2) maintenance or support services; 3) data entry or processing; or 4) contract administration services (e.g., billing, invoicing, claim processing), contractor warrants that services shall be provided in an accurate and timely manner, without interruption, failure, or error due to the inaccuracy of contractor's business operations in processing date/time data (including but not limited to calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors, or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.

This date/time warranty shall survive beyond termination or expiration of this contract for as long as the product is used by the state. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this contract for breach of warranty.

Workmanship Warranty. Contractor warrants that the services acquired under this contract will be provided in a professional and skillful manner and in accordance with industry standards. This warranty extends 12 months from acceptance of the final system deployment.

Miscellaneous. The state shall promptly notify the contractor, in writing, of any claim of breach of any warranty provided herein.

The rights and remedies of the state provided in this clause are in addition to and do not limit any rights afforded to the state by any other clause of the contract.

Survival of Warranties. All warranties contained in this contract that have not expired by their terms shall survive the termination of this contract.

No Implied Warranties. To the extent permitted by law, these warranties are exclusive, and there are no other express or implied warranties or conditions, including warranties or conditions of merchantability or fitness for a particular purpose.

5. COMPLIANCE WITH LAWS - FEDERAL FUNDING

To the extent that any of the goods or services provided under this contract may be funded—in whole or in part—by federal funds, contractor warrants and represents that throughout the term of the contract, in the performance of its obligations under the contract, it will: 1) comply with all applicable laws, ordinances, rules, and regulations of any governmental entity; 2) pay, at its sole expense, all applicable permits, licenses, tariffs, tolls and fees; and 3) give all notices required by any laws, ordinances, rules, and regulations of any governmental entity. Failure to do so may constitute grounds for the state to terminate or suspend this contract, in whole or in part, or to take any other action deemed necessary by the state.

To the extent that any of the goods or services provided under this contract may be funded—in whole or in part—by federal funds, contractor agrees to comply with all applicable federal laws, rules, and regulations required for the receipt and/or expenditure of such funds, including but not limited to 2 CFR Part 200, relating to procurements by states, and any federal laws, rules, and regulations specifying federal government intellectual property rights.

6. INDEMNIFICATION AND LIMITATION OF LIABILITY

Indemnification. Contractor shall be fully liable for the actions of its agents, employees, partners, and subcontractors and shall fully defend, indemnify, and hold harmless the state from suits, actions, damages, and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence of contractor, its agents, employees, partners, or subcontractors that may arise or result from this contract, without limitation; provided, however, that the contractor shall not indemnify to the extent any claim, loss, or damage arising hereunder is solely due to the negligent act, failure to act, gross negligence, or willful misconduct of the state.

The state shall give contractor: 1) prompt written notice of any action, claim, or threat of suit, or other suit; 2) the opportunity to take over, settle, or defend such action, claim, or suit at contractor's sole expense; and 3) assistance in the defense of any such action, claim, or suit at the expense of contractor.

In the event that an action or proceeding at law or in equity is commenced against the state arising out of a claim for death, personal injury, or damage to real or personal tangible property caused by any intentional or willful act, gross negligence, or negligence of contractor, its agents, employees, partners, or subcontractors that may arise from or result directly or indirectly from the products supplied under this contract, and contractor is of the opinion that the allegations in such action—in whole or in part—are not covered by the indemnification and defense provisions set forth in the contract, contractor shall immediately notify the state and the New York State Office of the Attorney General, in writing, and shall specify to what extent contractor believes it is obligated to defend and indemnify under the terms and conditions of the contract and to what extent it is not so obligated to defend and indemnify. Contractor shall, in such event, attempt to secure a continuance to permit the state to appear and defend their interests in cooperation with contractor, as is appropriate, including any jurisdictional defenses the state may have. In the event of a dispute regarding the defense, the contractor and the Attorney General shall try to reach an amicable resolution, but the Attorney General shall have the final determination on such matters.

Indemnification relating to infringement. The contractor will also defend, indemnify, and hold the state harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action for infringement of a patent, copyright, trademark, trade secret, or other proprietary right provided that: 1) such claim arises solely out of the products as supplied by the contractor, and not out of any modification to the products made by the state or by someone other than contractor at the direction of the state without contractor's approval, or by reason of an off-the-shelf component; and 2) the state gives contractor prompt written notice of any such action, claim, suit, or threat of suit alleging infringement.

The state shall give contractor the opportunity to take over, settle, or defend such action, claim, or suit at contractor's sole expense and to provide assistance in the defense of any such action, claim, or suit at the expense of contractor.

Such indemnity shall only be applicable in the event of claims, judgments, liabilities, and/or costs that may be finally assessed against the state in any action for infringement of a patent, or of any copyright, trademark, trade secret, or other third-party proprietary right, except to the extent that such claims, judgments, liabilities, and/or costs arise solely from the state's negligent act, failure to act, gross negligence or willful misconduct.

If usage of a product shall be enjoined for any reason, or if contractor believes that it may be enjoined, contractor shall have the right, at its own expense and sole discretion, to take action in the following order of precedence: 1) procure for the state the right to continue usage; 2) modify the service or product so that its usage becomes non-infringing and is of at least equal quality and performance; or 3) replace such product or parts thereof, as applicable, with non-infringing product of at least equal quality and performance. If the above remedies are not available, the parties shall terminate the contract, in whole or in part as necessary and applicable, provided that the state is given a refund for any amounts paid for the period during which usage was not feasible.

In the event that an action at law or in equity is commenced against the state arising out of a claim that the state's use of the product under the contract infringes any patent, copyright, trademark, trade secret, or proprietary right, and contractor is of the opinion that the allegations in such action—in whole or in part—are not covered by the indemnification and defense provisions set forth in the contract, contractor shall immediately notify the state and the Office of the Attorney General, in writing, and shall specify to what extent contractor believes it is obligated to defend and indemnify under the terms and conditions of the contract and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event protect the interests of the state and seek to secure a continuance to permit the state to appear and defend their interests in cooperation with contractor, as is appropriate, including any jurisdictional defenses the state may have. This constitutes the state's sole and exclusive remedy for patent infringement or for infringement of any other third-party proprietary right.

Limitation of liability. Except as otherwise set forth in this indemnification and limitation of liability clause, the limit of liability shall be as follows:

- a. Contractor's liability for any claim, loss, or liability arising out of, or connected with the products provided, whether based upon default or other liability such as breach of contract, warranty, negligence, misrepresentation, or otherwise, shall in no case exceed direct damages in: 1) an amount equal to two times the charges specified in the agreement for the products and services, or parts thereof forming the basis of the state's claim (said amount not to exceed a total of 12 months' charges payable under the applicable agreement); or 2) \$500,000, whichever is greater.
- b. The state may retain such monies from any amount due contractor as may be necessary to satisfy any claim for damages, costs, and the like asserted against the state unless contractor, at the time of the presentation of claim, shall demonstrate to the state's satisfaction that sufficient monies are set aside by contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.
- c. Notwithstanding the above, neither the contractor nor the state shall be liable for any

consequential, indirect, or special damages of any kind that may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the state, the contractor, or others.

7. SUSPENSION OF WORK

The Commissioner of General Services (Commissioner), in his/her sole discretion, reserves the right to suspend any or all activities under this contract, at any time, in the best interests of the state. In the event of such suspension, the contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze or reduction in state spending, declaration of emergency, contract compliance issues, or other circumstances. Upon issuance of such notice, the contractor shall comply with the suspension order. Activity may resume at such time as the Commissioner issues a formal written notice authorizing a resumption of performance under the contract. The state may issue a formal written notice for the suspension of work for which it has engaged the contractor for reasons specified in the above paragraph. The written notice shall set forth the reason for such suspension and the estimated duration of the suspension. A copy of the written notice shall be provided to the Commissioner. Activity may resume at such time as the state issues a formal written notice authorizing a resumption of performance under the contract. Such written notice shall provide a minimum of 10 business days' notification before resumption of performance.

Nothing in this paragraph shall diminish the state's right to terminate the contract as provided in the contract.

8. TRANSITION SERVICES (CONTINUING UNTIL CONTRACT EXPIRATION)

Notwithstanding any other requirements for transition services contained in the RFP, upon notice of termination, contractor shall provide knowledge transfer and any other reasonable transition services requested by the state. Such knowledge transfer and/or transition services shall be provided to the state and/or to another contractor, as directed by the state. In the event of termination for convenience, contractor shall be entitled to reasonable compensation for transition services. Such compensation shall be in accordance with the rates provided in the cost proposal under the additional services tab.

9. DEFAULT

For a material breach that remains uncured for more than 30 calendar days or other specified period after written notice to the contractor, the contract may be terminated by the state, at the contractor's expense, where contractor becomes unable or incapable of performing or meeting any requirements or qualifications set forth in the contract, or for nonperformance, or upon a determination contractor is non-responsible. Such termination shall be upon written notice to the contractor. In such event, the state may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

10. ADDITIONAL TECHNOLOGY PROVISIONS

Unless otherwise expressly agreed to by the state, any customizations shall not contain any computer code that would disable the product or upgrades or impair in any way its operation

based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as “time bombs,” “time locks,” or “drop dead” devices) or that would permit contractor to access the product to cause such disablement or impairment (sometimes referred to as a “trap door” device). Any contractor access to the product agreed to by licensee as provided above shall be in accordance with licensee’s security or other requirements. Contractor agrees that in the event of a breach of this provision, licensee shall not have an adequate remedy at law, including monetary damages, and that licensee shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which licensee shall be entitled.

11. OWNERSHIP/TITLE TO PROJECT DELIVERABLES

a. Definitions

- (i) For purposes of this clause, “products” means all deliverables furnished under this contract by or through contractor, including existing and custom products, including but not limited to: 1) components of the hardware environment; 2) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings), whether printed in hard copy or maintained on diskette, CD, DVD or other electronic media; 3) third-party software; 4) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and 5) any properties embodied therein, whether in tangible or intangible form (including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, object code).
- (ii) For purposes of this clause, “existing products” means all tangible products and intangible licensed products that exist prior to the commencement of work under the contract. Existing products includes any discovery, invention, report, document, data, photograph, deliverable, or other material in connection with or provided pursuant to this contract that existed prior to or was developed or discovered independently from the activities directly related to this contract. Contractor bears the burden of proving that a particular product was in existence prior to the commencement of the project.
- (iii) For purposes of this clause, “custom products” means all products, preliminary, final, or otherwise, that are created or developed by contractor, its subcontractors, partners, employees, or agents for the state pursuant to the contract.

b. Title to Project Deliverables

Contractor acknowledges that it is commissioned by the state to perform the services detailed in the contract. Unless otherwise specified in writing in the contract, the state shall have ownership and license rights as follows:

- (i) Existing Products: Except as set forth below, Contractor shall retain all rights, title, and interest in existing products.
 - 1. RESERVED
 - 2. Software - Title and ownership to existing software product(s) delivered by contractor under the contract that is/are normally commercially distributed on a license basis by the contractor or other independent software vendor proprietary

owner ("existing licensed product"), embedded in the custom products, shall remain with contractor or the proprietary owner of other independent software vendor(s) (ISV). Effective upon acceptance, such product shall be licensed to the state user in accordance with the contractor or ISV owner's standard license agreement, provided, however, that such standard license, must, at a minimum: 1) grant the state a nonexclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless contractor advises the state as part of contractor's proposal that adaptation will violate existing agreements or statutes and contractor demonstrates such to the state's satisfaction) and distribute existing licensed product to the state up to the license capacity stated in the contract or work order with all license rights necessary to fully effect the general business purpose(s) stated in the contract, including the financing assignment rights set forth in paragraph (c) below; and 2) recognize the State of New York as the licensee. Where these rights are not otherwise covered by the independent software vendor's owner's standard license agreement, the contractor shall be responsible for obtaining these rights at its sole cost and expense. The state shall reproduce all copyright notices and any other legend of ownership on any copies authorized under this clause.

Open source software is developed independently of contractor and may be governed by a separate license ("open source software"). If the open source software is governed by a separate license and provided under this contract, contractor shall provide a copy of that license in the applicable documentation, and the state's license rights and obligations with respect to that open source software shall be defined by those separate license terms and subject to the conditions, if any, therein. Nothing in this contract shall restrict, limit, or otherwise affect any rights or obligations the state may have, or conditions to which the state may be subject, under such separate open source license terms.

3. Other - Contractor grants to the state a worldwide, nonexclusive, royalty-free, perpetual license to use, reproduce, display, distribute copies of, and prepare derivative works of any of contractor "existing product" embodied in the deliverables and that are not covered in 1 or 2 above.
- (ii) **Custom Products:** Effective upon the creation of custom products, contractor hereby conveys, assigns, and transfers to the state the sole and exclusive rights, title, and interest in such custom products, whether preliminary, final, or otherwise, including all work documents, reference materials, trademarks, and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction, and marketing by or through contractor, its agents, employees, or subcontractors. Nothing herein shall preclude the contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques, and experience developed under a contract, project definition, or work order in the course of contractor's business. The state may, by providing written notice thereof to the contractor, elect in the alternative to take a nonexclusive perpetual license to custom products in lieu of the state taking exclusive ownership and title to such products. In such case, licensee on behalf of the state shall be granted a nonexclusive perpetual license to use, execute, reproduce, display, perform, adapt, and distribute custom product as necessary to fully effect the general business purpose(s) as stated in paragraph (b)(i)(2), above.

- c. **Transfers or Assignments to a Third-Party Financing Agent.** It is understood and agreed by the parties that a condition precedent to the consummation of the purchase(s) under the contract may be the obtaining of acceptable third-party financing by the state. The state shall make the sole determination of the acceptability of any financing proposal. The state will make all reasonable efforts to obtain such financing but makes no representation that such financing has been obtained as of the date of bid receipt. Where financing is used, the state may assign or transfer its rights in licensed products (existing or custom) to a third-party financing entity or trustee ("trustee") as collateral where required by the terms of the financing agreement. Trustee's sole rights with respect to transferability or use of licensed products shall be to exclusively sublicense to the state all of its licensee's rights under the terms and conditions of the license agreement; provided, further, however, in the event of any termination or expiration of such sublicense by reason of payment in full, all of trustee's rights in such licensed product shall terminate immediately, and the state's prior rights to such existing licensed product shall be revived.
- d. **Sale or License of Custom Products Involving Tax-Exempt Financing (i.e., Certificates of Participation - COPS)** The state's sale or other transfer of custom products that were acquired by the state using third-party, tax-exempt financing may not occur until such custom products are, or become, useable. In the event that contractor wishes to obtain ownership rights to custom product(s), the sale or other transfer shall be at fair market value determined at the time of such sale or other transfer and must be pursuant to a separate written agreement, in a form acceptable to the state, that complies with the terms of this clause.
- e. **Contractor's Obligation Regarding ISV (Third Party) Product.** Contractor's obligation regarding third-party software products where the contractor furnishes existing licensed product(s) as a project deliverable, and sufficient rights necessary to effect the purposes of this section are not otherwise provided in the contractor's or third-party software's standard license agreement, contractor shall be responsible for obtaining from third-party proprietary owner/developer, the rights set forth herein to the benefit of the state at contractor's sole cost and expense.

12. REMEDIES FOR BREACH

It is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law:

- a. **Cover/Substitute Performance.** In the event of contractor's material breach that has not been cured within 30 days following contractor's receipt of written notice of the material breach, the state may, with or without formally bidding: 1) purchase from other sources; or 2) If the Commissioner is unsuccessful, after making reasonable attempts under the circumstances then-existing, to timely obtain acceptable service or acquire replacement product of equal or comparable quality, the Commissioner may acquire acceptable replacement service or product of lesser or greater quality. Such purchases may be deducted from the contract without penalty or liability to the state. The state agrees that the it shall accept allocated performance or deliveries during a period where contractor is making good-faith efforts to cure a material breach.
- b. **Withhold Payment.** In any case where a reasonable question of material, uncured nonperformance by contractor arises, payment may be withheld in whole or in part at the discretion of the state. Should contractor and the state fail to agree upon the question of

“materiality” in an instance of nonperformance, such failure to agree shall be a dispute under the disputes clause.

- c. Bankruptcy. In the event that the contractor files, or there is filed against contractor, a petition under the U.S. Bankruptcy Code during the term of this centralized contract, the state may, at their discretion, make application to exercise its right to set-off against monies due the debtor or, under the Doctrine of Recoupment, be credited the amounts owed by the contractor arising out of the same transactions.
- d. Reimbursement of Costs Incurred. The contractor agrees to reimburse the state promptly for any and all additional costs and expenses incurred for acquiring acceptable services and/or replacement product. Should the cost of cover be less than the contract price, the contractor shall have no claim to the difference. The contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the contractor, all costs and expenses, including reasonable attorneys’ fees awarded by a court of competent jurisdiction, shall be paid by the contractor.

Where the contractor fails to timely deliver pursuant to the guaranteed delivery terms of the contract, the state may obtain substitute product temporarily, and the cost of the replacement product shall be deducted from the contract quantity without penalty or liability to the state.

- e. Deduction/Credit. Sums due as a result of these remedies may be deducted or offset by the state from payments due or to become due to the contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion, the contractor shall pay to the state the amount of such claim or portion of the claim still outstanding, on demand. The state reserves the right to determine the disposition of any rebates, settlements, restitution, damages, etc., that arise from the administration of the contract.

13. GENERAL PROVISION AS TO REMEDIES

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

14. TAXES

- a. Unless otherwise specified in the bid specifications or contract, the quoted bid price includes all taxes applicable to the transaction.
- b. Purchases made by the state of New York are exempt from New York state and local sales tax and, with certain exceptions, federal excise tax. To satisfy the requirements of the New York State sales tax exemption, either the purchase order issued by a state agency or the invoice forwarded to authorize payment for such purchases will be sufficient evidence that the sale by the contractor was made to the state, an exempt organization under §1116(a)(1) of the Tax Law. No person, firm, or corporation is,

however, exempt from paying the state truck mileage and unemployment insurance or federal Social Security taxes, which remain the sole responsibility of the bidder/contractor.

15. ETHICS COMPLIANCE

All bidders/contractors and their employees must comply with the requirements of §§73 and 74 of the Public Officers Law, other state codes, rules, regulations, and executive orders establishing ethical standards for the conduct of business with New York State. In signing the bid, bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

The contractor shall fully disclose to OGS, on a continuing basis, any circumstances that could affect its ability to comply with the cited laws. Contractor shall address any questions concerning these provisions to: NYS Joint Commission on Public Ethics 540 Broadway Albany, NY 12207 Telephone #: (518) 408-3976.

16. ASSIGNMENT OF CONTRACT

Upon notice to the contractor, the contract may be assigned, without the consent of the contractor, to another state agency or subdivision of the state pursuant to a governmental reorganization or assignment of functions under which the functions are transferred to a successor agency or to another agency that assumes OGS responsibilities for the contract.

17. ACCESSIBILITY

Any web-based information and applications development, or programming delivered pursuant to the contract or procurement, will comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Web-Based Information and Applications as follows:

Any network-based information and applications development, or programming delivered to or by the state pursuant to this contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by the state or a state contractor, and any report on the results of such testing must be satisfactory to the state.

18. REGISTRATION WITH NYS DEPARTMENT OF STATE

Prior to being awarded a contract, and throughout the duration of the resulting contract, contractor shall be registered with the New York State Department of State as an entity authorized to conduct business in New York State, or have filed an application for authority to do business in New York State with the New York State Secretary of State at time of bid submission. Such application must have been approved prior to contract award. (For details

concerning this requirement, refer to information available at <http://www.dos.ny.gov/corps/index.html> and http://www.dos.ny.gov/cnsl/do_bus.html.

To register with the Secretary of State, go to <http://www.dos.ny.gov/corps/contact.html>. Contractor must provide to the state the contractor's Federal Employer Identification Number (FEIN) and/or its Department of State registration number or application number. The contractor must notify the state immediately in the event that there is any change in the above corporate status.

19. NONDISCLOSURE AND CONFIDENTIALITY

a. Bid

Confidential, trade secret, or proprietary materials as defined by the laws of the state of New York must be clearly marked and identified as such upon submission by the bidder/contractor. Marking the bid as "confidential" or "proprietary" on its face or in the document header or footer shall not be considered by the state to be sufficient without specific justification as to why disclosure of particular information in the bid would cause substantial injury to the competitive position of the bidder/contractor. Bidders/contractors intending to seek an exemption from disclosure of these materials under the Freedom of Information Law must request the exemption in writing, setting forth the reasons for the claimed exemption. The state's receipt/acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures. Properly identified information that has been designated confidential, trade secret, or proprietary by the bidder/contractor will not be disclosed except as may be required by the Freedom of Information Law or other applicable state and federal laws.

b. Contract

The contractor shall comply to the extent applicable with all state and OGS policies regarding compliance with various confidentiality and privacy laws, rules, and regulations, including but not limited to IRS Publication 1075, Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH). Contractor shall cooperate in executing a written confidentiality agreement under FERPA and/or a business associate agreement (HIPAA/HITECH) or other contractual provisions upon request by the state.

All employee and beneficiary data provided to or accessed by the contractor shall be considered confidential information. Contractor warrants, covenants, and represents that any confidential information obtained by contractor, its agents, subcontractors, officers, distributors, resellers, or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the state hereunder or received from another third party, will not be divulged to any third parties without the written consent of the state. Contractor shall not be required to keep confidential any such material that is publicly available through no fault of contractor, independently developed by contractor without reliance on confidential information of the state, or otherwise obtained under the

Freedom of Information Law or other applicable New York State laws and regulations. This warranty shall survive termination of this contract. Contractor further agrees to take commercially reasonable steps to inform its agents, subcontractors, officers, distributors, resellers, and employees of the obligations arising under this clause to ensure such confidentiality.

20. INFORMATION RELEASES

Press Releases. Any Contractor press or media releases, advertisements, or promotional literature, regardless of the medium, referring to an awarded Contract must be reviewed and approved by the Commissioner prior to issuance. In addition, Contractor shall not use, for any purpose, the New York State of Opportunity registered trademark or the New York State coat of arms without prior written approval from the State.

21. BREACHES OF INFORMATION

COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §899-aa and State Technology Law§ 208) and, as of March 21, 2020, shall also comply with General Business Law §899-bb.

DATA BREACH - REQUIRED CONTRACTOR ACTIONS

Unless otherwise provided by law, in the event of a data breach, the contractor shall:

- a. Notify the ITS Enterprise Information Security Officer (EISO) and the state's designated contact person(s), by telephone as soon as possible, but in no event more than 24 hours from the time the contractor confirms the data breach.
- b. Consult with and receive authorization from the state as to the content of any notice to affected parties prior to notifying any affected parties to whom notice of the data breach is required, either by statute or by the state.
- c. Coordinate all communication regarding the data breach with the ITS EISO and the state (including possible communications with third parties).
- d. Cooperate with the state, the ITS EISO, and any contractor working on behalf of the state or the ITS EISO in attempting: 1) to determine the scope and cause of the breach; and 2) to prevent the future recurrence of such security breaches.
- e. Take such corrective actions that the contractor deems necessary to contain the data breach. Contractor shall provide written notice to the state as to all such corrective actions taken by the contractor to remedy the data breach. If contractor is unable to complete the corrective action within the required timeframe, the remedies provided in Section 12, Remedies for Breach, shall apply and: 1) the state may contract with a third party to provide the required services until corrective actions are taken and services resume in a manner acceptable to the state, or until the state has completed a new procurement for a replacement service system; and 2) the contractor will be responsible for the reasonable cost of these services during this period.

Nothing herein shall in any way impair the authority of the New York State Office of the Attorney General to bring an action against contractor to enforce the provisions of the New York State

Information Security Breach Notification Act (ISBNA) or limit contractor's liability for any violations of the ISBNA or any other applicable statutes, rules, or regulations.

Non-ISBNA Breaches. In addition to any responsibilities of contractor under the contract for reporting breaches of private Information under the ISBNA, contractor must, within 24 hours, report to the state *any* breaches of any confidential information, whether it consists of personal information or otherwise. Contractor shall ensure that the personnel charged with carrying out services under this contract are aware of contractor's obligations to the state hereunder. Contractor's staff browsing, viewing, altering, appending, or modifying the confidential information in violation of contractor's own security policies shall be deemed to have breached the security of the system for the purposes of this contract.

Preventing Unfair Advantage - Contractor Internal Breaches. Contractor further represents and warrants that it is aware that New York State procurement laws require a "level playing field" prohibiting an unfair advantage to any particular vendors on state IT procurements. Contractor acknowledges that, to the extent it performs any configuration services under this contract, contractor's personnel may become aware of confidential information consisting of data elements that are collected from government agencies regarding IT planning and potential future purchasing, and that even without actual government agencies' data, knowing exactly what is collected could give the impression of an unfair advantage to contractor for future state IT procurements. Contractor shall use its most stringent commercially reasonable best efforts to create a "firewall" between those of its personnel and its business units that are permitted to perform services under this contract and all other personnel and business units of contractor, including those involved in seeking state IT procurements, to ensure that confidential information is not divulged to any of contractor's personnel who are not strictly needed to perform services under this contract and approved by the state to do so. Any divulging of such confidential information to contractor's personnel who are not strictly needed to perform services under this contract and approved by the state to do so shall be deemed a security breach under this contract. In addition to any other remedies available to the state for such security breach, contractor understands that if such security breaches occur contractor may be deemed a non-responsible vendor under the state's procurement laws and forbidden from contracting on any New York State procurements related to any of the confidential information which was breached.

22. DATA MIGRATION

Data Migration. Contractor shall ensure that the services it performs and the solutions it designs under this contract are performed in such a way so as to ensure easy migration of any confidential information held by contractor as required by the state. This may include:

- a. Contractor keeping confidential information, including the state policy and profile information, separate from processes of any software itself and maintaining that information in a format that allows the state to easily transfer it to an alternative application platform.
- b. Contractor making its Application Programming Interfaces (APIs) available to the state.
- c. Contractor reformatting data and/or applications at contractor's own expense to easily allow the state to switch to alternative software providers or move the confidential information back in-house at the state.

23. DATA DESTRUCTION

When requested by the state, the contractor shall destroy data in all its forms, including all backups. Data shall be permanently deleted and shall not be recoverable, according ITS Policy S13-003 Sanitization/Secure Disposal or successor and S14-003 Information Security Controls or successor. Certificates of destruction, in a form acceptable to the state, shall be provided by the contractor to the state.

24. DATA OWNERSHIP, ACCESS, AND LOCATION

Data Ownership

The state shall own all right, title, and interest in data.

The state shall have access to its data at all times, through the term of the contract.

The state shall have the ability to import or export data—in piecemeal or in its entirety—at the state’s discretion, at no charge to the state. This includes the ability for the state to import or export data to/from other contractors. This can be carried out by providing application programmable interface or other such efficient electronic tools.

Contractor Access to Data

The contractor shall not copy or transfer data unless authorized by the state. In such an event, the data shall be copied and/or transferred in accordance with the provisions of this section. Contractor shall not access any data for any purpose other than fulfilling the service. Contractor is prohibited from data mining, cross tabulating, monitoring the state’s data usage and/or access, or performing any data analytics other than those required within the contract. At no time shall any data or processes (e.g., workflow, applications) that are owned or used by the state be copied, disclosed, or retained by the contractor or any party related to the contractor. Contractors may perform industry standard backups of data. Documentation of back up must be provided to the state upon request. Contractor must comply with all security requirements within the contract.

Data Location and Related Restrictions

All Data shall remain in the Continental United States (CONUS). Any data stored or acted upon must be located solely in data centers in CONUS. Services that directly or indirectly access data may only be performed from locations in CONUS. All data in transit must remain in CONUS and be encrypted in accordance with Encryption, below.

Support Services

All help desk, online, and, support services that access any data must be performed from within CONUS. At no time will any follow-the-sun, also known as “anytime, anywhere” support, support be allowed to access data, directly or indirectly, from outside CONUS.

25. CONTRACTOR PORTABLE DEVICES

Contractor shall not place data on any portable device, unless the device is located and remains within contractor’s CONUS data center. The data, and/or the portable device containing the data, shall be destroyed in accordance with applicable ITS destruction policies (ITS Policy S13-

003 Sanitization/Secure Disposal and S14-003 Information Security Controls or successor) when the contractor is no longer contractually required to store the data.

26. TRANSFERRING OF DATA

General

Except as required for reliability, performance, security, or availability of the services, the contractor will not transfer data unless directed to do so in writing by the state. All data shall remain in CONUS.

At the request of the state, the contractor will provide the services required to transfer data from existing databases to physical storage devices, to facilitate the movement of large volumes of data.

Transfer of Data at End of Contract

At the end of the contract term, contractor may be required to facilitate the transfer of data to a new contractor. This transfer must be carried out as specified by the contract.

Transfer of Data; Charges

Contractor cannot charge for the transfer of data.

Transfer Format

Transfers may include, but are not limited to, conversion of all data into or from an industry standard format or providing application programmable interface.

27. ENCRYPTION

Data must be encrypted at all times, unless specifically outlined otherwise in the contract. At a minimum, encryption must be carried out at the current NYS Encryption Standard (NYS-S14-007), (or successor policy) with key access restricted to the state only, unless with the express written permission of the state.

All data in transit must be handled in accordance with ITS Policy NYS-S14-007 (or successor) or the National Institute of Standards and Technology (NIST) Federal Information Processing Standard (FIPS)-140-2 or Transport Layer Security (TLS) 1, or TLS2 (or successor).

Contractor shall use NYS standards and tools for any data encryption.

28. REQUESTS FOR DATA BY THIRD PARTIES

Unless prohibited by law, contractor shall notify the state, in writing within 24 hours, of any request for data (including requestor, nature of data requested, and timeframe of response) by a person or entity other than the state, and the contractor shall secure written acknowledgement of such notification from the state before responding to the request for data. Unless compelled by law, the contractor shall not release data without the state's prior written approval.

29. SECURITY PROCESSES

Contractor shall cooperate with all reasonable state requests for a written description of contractor's physical/virtual security and/or internal control processes. The state shall have the

right to reject any contractor's RFP response or terminate a contract when such a request has been denied. For example, federal, state, and local regulations and/or laws may require that contractors operate within the state's regulatory environment. To ensure that security is adequate and free of gaps in control coverage, the state may require information from the contractor's Service Organization Controls (SOC) audit report.

30. AUDITS OF CONTRACTOR'S SECURITY CONTROLS

As described above in the sections of this contract captioned "COOPERATION WITH INVESTIGATIONS, AUDITS, AND LEGAL PROCEEDINGS" and "RIGHT TO INSPECT," contractor may be asked to provide recent independent audit reports on its security controls during the term of this contract. The state and any regulatory authority having jurisdiction over the state shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations used by contractor in the performance of any work under this contract. Based on such inspection, contractor may be required by the state to implement specific additional security measures in cases where the contractor is found to be noncompliant with contract safeguards.

31. SAFEGUARDING FEDERAL TAX INFORMATION

For the purposes of this Section:

Federal Tax Information (FTI) consists of federal tax returns and return information (and information derived from it).

Data is a representation of facts, concept, information, or instruction suitable for communication, processing, or interpretation by people or information systems.

a. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by contractor staff with the following requirements:

- (i) All work will be performed under the supervision of the contractor or the contractor's responsible employees.
- (ii) The contractor and contractor staff with access to, or who use, FTI must meet the background check requirements defined in IRS Publication 1075.
- (iii) Any FTI made available to contractor in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- (iv) All FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (v) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor after the work is

completed. If immediate purging of all data storage components is not possible, the contractor certifies that any FTI or IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

- (vi) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI or IRS data will be given to the state. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the state with a statement containing the date of destruction, description of material destroyed, and the method used.
- (vii) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
- (viii) No work involving FTI furnished under this contract will be subcontracted without prior written approval of the IRS.
- (ix) The contractor will maintain a list of employees authorized access. Such list will be provided to the State and, upon request, to the IRS reviewing office.
- (x) The state will have the right to void the contract if the contractor fails to provide the safeguards described above.

b. CRIMINAL/CIVIL SANCTIONS

- (i) Each contractor staff (hereinafter in this section, "person") of contractor to whom FTI is or may be disclosed shall be notified in writing by such person that the FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such FTI for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (ii) Each officer or employee of any person to whom FTI is or may be disclosed shall be notified in writing by such person that any FTI made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or

disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by Internal Revenue Code (IRC) §§7213A and 7431 and set forth at 26 CFR §301.6103(n)-1.

- (iii) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. §552a. Specifically, 5 U.S.C. §552a (i)(1), which is made applicable to contractors by 5 U.S.C. §552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records that contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (iv) Granting access to FTI must be preceded by certifying that each individual understands the state's security policies and procedures for safeguarding IRS data. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the state's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRC §§7431, 7213, and 7213A. (See, IRS Publication 1075: Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure.) The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See, IRS Publication 1075: Section 10, Reporting Improper Inspections or Disclosures.) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

c. INSPECTION

The IRS and the State, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS's right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology assets that access, store, process, or transmit FTI. Based on such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

32. CONTROLLED UNCLASSIFIED INFORMATION (CUI)

Pursuant to federal regulation 32 CFR Part 2002, which was issued and effective as of September 14, 2016, Controlled Unclassified Information (CUI) is information that the federal government creates or possesses, or that an entity (including a state or local government) creates or possesses for or on behalf of the federal government, to which a federal law, regulation, or government-wide policy requires or permits a federal agency to apply safeguarding or dissemination controls.

Under the federal regulation, federal agencies may begin—when feasible—marking federal data and imposing CUI provisions, including dissemination controls, in the federal agencies'

contracts, grants, licenses, certificates, memoranda of agreement/arrangement or understanding, and information-sharing agreements or arrangements with state or local governments or with other entities.

During this Contract, the state expects to begin seeing such federally marked data accompanied by federal information-sharing requirements. Moreover, the state may develop its own CUI marking program and set of state-specific CUI controls.

As such, contractor represents and warrants that it submitted its bid in full knowledge of 32 CFR Part 2002 and the federal CUI program, and with full understanding that during the course of the contract, contractor may be required to adhere to such federal, state, or local CUI requirements and abide by any CUI controls imposed thereunder.

33. EUROPEAN UNION'S GENERAL DATA PROTECTION REGULATION (GDPR)

The European Union's General Data Protection Regulation (GDPR) requires that for those European Union citizens who are covered under the regulation, personal data, as defined in the regulation, shall be:

- a. Processed lawfully, fairly and in a transparent manner in relation to the data subject (lawfulness, fairness, and transparency).
- b. Collected for specified, explicit, and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall, in accordance with Article 89(1), not be considered to be incompatible with the initial purposes (purpose limitation).
- c. Adequate, relevant, and limited to what is necessary in relation to the purposes for which they are processed (data minimization).
- d. Accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay (accuracy);
- e. Kept in a form that permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, for scientific or historical research purposes, or for statistical purposes in accordance with Article 89(1), subject to implementation of the appropriate technical and organizational measures required by this regulation to safeguard the rights and freedoms of the data subject (storage limitation).
- f. Processed in a manner that ensures appropriate security of the personal data, including protection against unauthorized or unlawful processing and against accidental loss, destruction, or damage, using appropriate technical or organizational measures (integrity and confidentiality).

34. SOFTWARE SUPPORT SERVICES LEVELS

Description of Software Support Service Levels. Contractor shall provide the software support service levels it described its bid in response to the RFP, which shall conform to the descriptions below, or such support service levels otherwise agreed to by the state and

contractor during contract, within the pricing provided in contractor's bid, with no additional costs to the state. Contractor shall adhere to any ongoing software support plan it provided with its bid that includes responses to all requirements identified below, including its details on its approach to problem resolution and software maintenance.

Software Service Level Objectives. The contractor must meet or exceed the service level objectives indicated below.

There are four priority levels:

- a. Critical.
- b. High.
- c. Medium.
- d. Low.

Factors used to determine priority levels:

- a. Type of issue (defect, enhancement, inquiry, etc.).
- b. Environment (production, test, development, etc.).
- c. Severity (complete loss of service, application specific, functionality within application, etc.).
- d. Existence of workaround.
- e. Impacts large number of users.
- f. Time constraints/deadlines (payroll close, business requirements, etc.).
- g. Turnaround time (involve external groups to resolve issue, handoffs, etc.).

CRITICAL: Immediate action is required and sustained with all available resources used until the matter is satisfactorily resolved; on-call and escalation procedures may be invoked 24x7; resolution is required as soon as possible.

- a. Production system impact.
- b. Complete loss of service or widespread outage affecting critical functionality for more than 50% of users.
- c. No workarounds available.
- d. Turnaround time is urgent to restore core business function and/or avoid loss of critical data.
- e. System enhancements will never be set as critical.
- f. Examples: A complete production system outage. A production rollback of a recently implemented change that is adversely affecting the application/large number of users.

HIGH: Matter is assessed within 24 hours to assess the situation; staff may be reassigned to work the issue until resolved.

- a. Production-related defect.

- b. Specific function or process unavailable affecting an entire business unit(s), i.e., the payroll unit.
- c. Workarounds may be available.
- d. Turnaround time is essential to minimize disruptions and resume normal business activities.

MEDIUM: Standard operating procedures may be followed.

- a. Design or development work to add new functionality, address a defect attributed to faulty design (e.g., existed from Day 1 without major disruptions), or provide queries to assist users.
- b. Request is nonessential, and normal business activities are minimally impacted; activities may be more burdensome to complete but not impossible.
- c. Workarounds are available.
- d. Workarounds are not available, but there is low impact to the end-users.
- e. Turnaround time based upon availability of resources.

LOW: Request is captured, but there is no scheduled completion time and work may continue normally, without disruption.

- a. Inquiries possibly requiring design or development work.
- b. One or only a few nonessential users are affected.
- c. Turnaround time is not specified (e.g., as time allows).



**Office of
General Services**

ANDREW M. CUOMO
Governor

ROANN M. DESTITO
Commissioner

Request for Proposal (RFP) #2204

Attachment 13

Human Resources Management System (HRMS)

Glossary

Glossary

This glossary defines all acronyms used throughout all files that comprise the HRMS RFP #2204.

Term	Definition
9 CRR-NY 139.3	<p>Titles to which persons may be appointed above the minimum.</p> <p>(a) Appointments under this part may be made only to titles determined by the director of classification and compensation to be technical, administrative, and scientific positions and positions in skilled or semi-skilled trades.</p> <p>(b) The director of classification and compensation shall maintain a record of titles to which such appointments have been made.</p> <p>(c) The director of classification and compensation shall inform all appointing officers in the particular geographical area or location affected of each such approval. Such appointing officers shall be responsible for appropriate notification to employees in their departments and agencies.</p>
ACA	Affordable Care Act
ACH	Automated Clearing House
ADA	Americans with Disabilities Act
ACK	Acknowledgment
ACM	Application Change Management
Addendum	Addenda are additions, clarifications, or changes made to this RFP after the RFP is released.
AICC	Aviation Industry Computer-Based Training Committee
ALM	Micro Focus Application Lifecycle Management
AnalyzeNY	AnalyzeNY is a data warehouse tool that is implemented using Oracle Business Intelligence Enterprise Edition (OBIEE).
API	Application Programming Interface
Appendix	Appendices are additions to this RFP and provide additional information that is standard for all OGS procurements.
Appoint/leave	An appoint/leave is an appointment and immediate leave for an inactive or new employee resulting in a hold (encumbent). An appoint/continue an appointment and immediate leave for an active employee resulting in a new hold (encumbent).
APPS	Automated Position/Personnel System is a former system that was used to maintain employment information prior to NYSTEP.
ARS	Accident Reporting System
Article 78 of the Civil Practice Law	Article 78 of the Civil Practice Law
ARTL	Agency Reduction Transfer List
ATD	Association for Talent Development

Term	Definition
Attachment	Attachments are additions to this RFP that are specific to this solicitation.
AWE	PeopleSoft Approval Workflow Engine
BART	Best Available Retrofit Technology
BCBS	Blue Cross Blue Shield
BDA	<p>Budget Director's Approval</p> <p>The BDA transaction is used to request changes to Non-statutory (NS) positions that are on both the NYSTEP and PayServ systems (shared positions). Request for BDA is required for new appointments and salary increases (except for general salary increases and performance-based increases consistent with approved salary plans) for exempt class and noncompetitive NS positions and positions allocated to grade M-8 and grade 38. Recently, BDAs became required for noncompetitive positions have been "phi tagged". The Civil Service Commission may, by appropriate amendment to the rules, designate among positions in the noncompetitive class those that are confidential or policy influencing. Positions so designated carry a "phi" designation. Incumbents of positions that carry a "phi" designation do not obtain tenure under Section 75 of the Civil Service Law.</p> <p>The two-part review process by the Governor's Appointments Office (GAO) and the New York State Division of the Budget (DOB) ensures that salaries are in accordance with approved NS salary plans. In the case of new appointments above or below the minimum salary for the position, the salary is reviewed to determine if it is commensurate with the proposed incumbent's experience, qualifications, skills, salary history, and any extenuating circumstances. The transaction also requires that the requesting agency provide adequate documentation to support the BDA request.</p>
BEA	Benefit Eligibility Administration System
BI	Business Intelligence
Bidder/Proposer	A company that is proposing a solution to address this RFP.
BPR	Business Process Reengineering
BSC	New York State Office of General Services Business Services Center
Bug	An error in an automated process.
C&C	New York State Department of Civil Service Classification and Compensation Division
C-11	Form: Employer's Report of Injured Employee's Change in Employment Status Resulting From Injury
C-256.2	Form: Claim for Reimbursement of Wages Paid to State Employee
C-3	Form: Employee Claim State of New York - Workers' Compensation Board
CA	Change Assistant
CBT	Computer Based Training
CCB	Change Control Board
CDPHP	Capital District Physicians Health Plan
Certifications	Certifications are eligible position candidates interested in a specific job based on location, shift, permanency, and full-time/part-time status. Certifications are a subset of Eligibles.

Term	Definition
CFR	New York State Office of General Services Center for Recruitment and Public Service
Civil Service Law, §§130, 131.1a	Bargaining Units: Except for those employees considered managerial/confidential, there are seven bargaining units into which most employees are grouped. The Civil Service Law sets forth the salary schedules that are applicable to each specific unit. Newly hired employees receive the hiring rate of the salary schedule unless an increased hiring rate has been approved by the director of classification and compensation and the director of the Division of the Budget. Increased hiring rates may be approved based on recruitment difficulties and/or the outstanding qualifications of a particular candidate.
Civil Service Law, §63.1	Probationary Term: Civil Service Law requires that a probationary term be served upon original appointment to a position in the competitive class and upon interdepartmental promotion. The law permits the State Civil Service Commission to require that under CSL §63.1, a probationary term be served upon intradepartmental promotion and appointment to positions in the exempt, noncompetitive, and labor jurisdictional classes. It further permits the appointing officer to waive the probationary term upon interdepartmental promotion. When probationary service is required upon promotion, the employee shall be placed on a leave of absence from his/her former permanent position pending satisfactory completion of the probationary term.
Civil Service Law, §100	Certification: No payroll may be approved or paid by any state fiscal officer unless and until the Department of Civil Service certifies to such officer that the persons to be paid are holding their positions in accordance with civil service laws and rules. Payment to an employee by a fiscal officer after the refusal of the Department to certify his/her employment constitutes a misdemeanor. Certifications are issued by the Department of Civil Service biweekly, covering new appointments and changes in employee status. Civil Service Law also requires that the Department examine the payrolls of all departments, agencies, and authorities—at least annually—and authorizes the Department to conduct such an examination at any time.
Civil Service Law, §211 or §212 Status	Service retirees who are returning to public service within New York City or New York State may be subject to earnings limitations. In general, Sections 211 and 212 of the New York State Retirement and Social Security Law (RSSL) govern reemployment by service retirees and earnings limitations based on various factors, such as the source of income (public, private, or public benefit corporation), a retiree's age, and the issuance of a waiver (RSSL §211 only).
Civil Service Rule 4.5	Trainee Appointments: The Department of Civil Service may condition appointment or promotion to certain positions upon the satisfactory completion of a traineeship in an appropriate lower training title and, when required, the satisfactory completion of specified training courses. The period of such term of training shall be prescribed by the Department of Civil Service. Upon satisfactory completion of the traineeship, and any academic courses that may be required, appointees are entitled to full permanent status in the position for which the appointment was made. If an appointee's conduct, capacity, or fitness is not satisfactory, or if he/she fails to pursue or satisfactorily continue any required academic courses, his/her employment may be discontinued at or before the end of the traineeship. The probationary period for appointment to trainee positions coincides with the length of the traineeship. However, where appointment from an open-competitive list can be made—either to a trainee- or journey-level position—the length of the probationary period shall be for 26 to 52 weeks or the length of the training service, whichever is greater.
Classified Position	A Classified Position is a job position that has been classified according to the NYS position guide.

Term	Definition
CMA	CMA is a vendor that provides Human Resource Information Systems (HRIS) to multiple NYS agencies for the administration of human resource management.
CMMI	Capability Maturity Model Integration
CMS	Centers for Medicare and Medicaid Services
COBRA	The Consolidated Omnibus Budget Reconciliation Act (COBRA) gives workers who lose their health benefits, and their families, the right to choose to continue group health benefits provided by their group health plan for limited periods of time under certain circumstances, such as voluntary or involuntary job loss, reduction in the hours worked, transition between jobs, death, divorce, and other life events.
Confidential Information	All employee and beneficiary data provided to, or accessed by, the Contractor shall be considered Confidential Information.
Consultant	A company that has been selected to provide a solution to address this RFP.
Contractor	The Bidder or System Integrator that has been selected to provide a solution to address this RFP.
Contractor Staff	All officers, agents, employees, and Subcontractors of the Contractor who shall perform services under this Contract or have access to NYS "Confidential Information," as the term is defined in this Contract.
CONUS	Continental United States
Conv	Conversion Environment
COP	Certificate of Participation
CPI	Consumer Price Index
CSEA	Civil Service Employees Association
CSL	Civil Service Law
CSV	Comma-Separated Values
CTO	Chief Technology Officer
CUI	Controlled Unclassified Information
CUNY	City University of New York
CVS	A commercial prescription drug vendor.
CVS	Civil Service Law
DBA	Database Administrator
DBS	Division, Bureau, Section (indicates where an employee works)
DC-37	District Council 37
DCS	New York State Department of Civil Service
DED	Deliverable Expectation Document
Defect	An error in an automated process.
Demo	Demonstration Environment

Term	Definition
Designated Contact	The identified contact from NYS for this RFP.
Dev	Development Environment
DMV	New York State Department of Motor Vehicles
DOB	New York State Division of the Budget
DOCCS	New York State Department of Corrections and Community Supervision
DOL	New York State Department of Labor
DOS	New York State Department of State
DOSH	New York State Department of Labor, Division of Safety and Health
DTF	New York State Department of Taxation and Finance
Duration	Length of time
DW	Data Warehouse
EBD	Employee Benefits Division
EDI	Electronic Data Interchange
EEO	Equal Employment Opportunity
EGWP	Employer Group Waiver Plan
EISO	Enterprise Information Security Officer
ELANY	Excess Lines Association of New York
Eligibles	Position candidates who have passed the NYS Civil Service test required for the position.
ELM	PeopleSoft Enterprise Learning Management system
ELMS	Eligible List Management System
Encumber	Also: Encumbent, Encumbered, Encumbering, Encumbrance Employee has hold rights to a position/jobcode and is not being paid from this position/jobcode. Holds can be established in various ways. For example, an employee can be appointed to a position/jobcode and placed on immediate leave (appoint/leave or appoint/continue), or an employee can hold their prior position/jobcode when they are promoted. Various changes can be made to a hold, such as a change of position, jobcode, or employee status.
Enrollee Self-Service	NYBEAS Enrollee Self Service. Also referred to as MyNYSHIP
EQ	Equivalent Qualifications A salary parity request for existing employees with qualifications similar to those of new appointees who have received increased minimums under Section 131.1a of the Civil Service Law. The salaries of state employees serving in the same title (jobcode), appointing authority, and geographical area or location who have equivalent or greater qualifications than those of the newly appointed employee must also be raised to the authorized increased salary.
ES	Extra Service
ESS	Employee Self-Service

Term	Definition
ESD	New York State Empire State Development
ESP	Empire State Plaza
ETL	Extract, Transform, Load
Executive Agency	The Executive Agencies are governed by Civil Service laws and rules for appointments and other personnel transactions. Civil Service is required by Section 100 of the Civil Service Law to certify certain personnel transactions with New York State Office of the State Comptroller (OSC) Payroll (PayServ) before an agency's payroll can be paid. The agencies' personnel activities are integrated with positions. Civil Service approves position creation transactions, position data attribute changes, salary adjustments, and maintains titles (job codes). DOB oversees the agency position headcounts and personnel budgets. DOB approves position creation transactions, position data attribute changes, salary adjustments, and salary increases for certain types of employees. The HRMS will require appropriate routings for all transactions, to ensure Civil Service and DOB approvals. Preapproval for some transactions can be granted based on business rules with appropriate edits for those transactions.
EY	Ernst & Young A vendor that provides reporting services.
FAQ	Frequently Asked Questions
FCSM	PeopleSoft Financial and Supply Chain Management Software
FDR	Full Dress Rehearsal
FEIN	Federal Employer Identification Number
FERPA	Family Educational Rights and Privacy Act
FIPS	Federal Information Processing Standards
FLSA	Fair Labor Standards Act
FML	Family Medical Leave
FMLA	Family Medical Leave Act
FOIL	Freedom of Information Law
FROI	First Report of Injury
FTI	Federal Tax Information
GAO	Governor's Appointments Office
GDPR	General Data Protection Regulation
GIB	General Information Book
Go-Live	Date on which a new software system or application is moved into the production environment and becomes accessible to users.
GOER	Governor's Office of Employee Relations
GSEU	Graduate Student Employee Union
GSI	General Salary Increases

Term	Definition
GUI	Graphical User Interface
HA	High Availability
HBA	Health Benefits Administrator
HCM	OGS Human Capital Management system
HIPAA	Health Insurance Portability and Accountability Act
HITECH	Health Information Technology Economic and Clinical Health Act
HMO	Health Management Organization
HR	Human Resources
HRIS	Human Resources Information System
HRMS	Human Resource Management System
HSCC	Human Services Call Center
HTTP	Hypertext Transfer Protocol
IAIABC	International Association of Industrial Accident Boards and Commissions
IAM	Identity and Access Management
ID	Identifier
Incumber	Also: Incumbent, Incumbered, Incumbering, Incumbrance An Incumbrance is a claim on an unfilled position by an individual.
IPP	Management Confidential Income Protection Plan, See also MC-IPP
IQA	Independent Quality Assurance
IRC	Internal Revenue Code
IRMAA	Income Related Medicare Adjustment Amount As of 1/1/2007, people with an income greater than a certain threshold amount pay higher Medicare Part B premiums than other enrollees. The exact amount of the premium depends on the person's income. EBD must reimburse the enrollee the entire amount of the Medicare Part B premium paid. Routine Medicare Part B premium reimbursements are based on the normal premium amounts throughout the year. NYSHIP enrollees must apply for the increased reimbursement during the next calendar year. NYBEAS processing was modified to accept the credit and issue a refund to the enrollee. The accounting system must track those refunds. The text of the Act can be found on the Social Security Administration website.
IRS	Internal Revenue Service
ISBNA	Information Security Breach Notification Act
ISV	Independent Software Vendor
IT	Information Technology
ITS	New York State Office of Information Technology Services
IV&V	Independent Verification and Validation

Term	Definition
Job Code	Job Codes are used in PeopleSoft HCM to classify jobs and are maintained using unique Job Codes. Job information is maintained independently, separate from the worker or group of workers who perform that job.
LATS	Leave and Accrual Tracking System
LATS-NY	Leave and Accrual Tracking System – NY
LOA	Leave of Absence
Lockbox	Lockbox banking is a service offered by commercial banks to organizations that simplifies the collection and processing of account receivables by having payments by customers of those organizations mailed directly to a location accessible by the bank. The electronic lockbox is a communication hub that organizations can utilize to receive records regarding customer payments and deposits.
LTD	Long-Term Disability
LWOP	Leave Without Pay
M/C	Management/Confidential
M/C IPP	Management Confidential Income Protection Plan
MBI	Medicare Beneficiary ID
MEDIP	Master Employee Database Information Program
MSP	Medicare Secondary Payer
MWBE	Minority/Woman Owned Business Enterprise
MyNYSHIP	NYBEAS Employee Self Service
Non-MSP	Non-Medicare Secondary Payer
NS	Non-Statutory
NU	Negotiating Unit
NYBEAS	New York Benefits Eligibility and Accounting System
NYCRR	New York Codes, Rules, and Regulations
NYS	New York State
NYS LAW	New York State Department of Law
NYSCOPBA	New York State Correctional Officers and Police Benevolent Association
NYSCS	New York State Contract System
NYSDOH	New York State Department of Health
NYSHIP	New York State Health Insurance Program
NYSIF	New York State Insurance Fund
NYSLRS	New York State and Local Retirement System
NYSOCA	New York State Office of Court Administration
NYSP0	NYS Payroll Online

Term	Definition
NYSTA	New York State Thruway Authority
NYSTEP	New York State Electronic Personnel System
NYSTEP non-DOB Agency	Civil Service approves the same transactions for NYSTEP non-DOB agencies as they do for NYS executive agencies. DOB does not approve transactions for these agencies and does not have access to their data. Sample agencies include: <ul style="list-style-type: none"> • New York State Insurance Fund. • New York State Housing Finance Agency. • New York State Teachers Retirement System. • New York State Bridge Authority. • New York State Thruway Authority. • New York State Canal Corporation.
NYSTRS	New York State Teachers Retirement System
OAG	New York State Office of the Attorney General
OBIEE	Oracle Business Intelligence Enterprise Edition
OCFS	New York State Office of Children and Family Services
OCM	Organizational Change Management
ODDS	Occupational Disability Data System
ODI	Oracle Data Integrator
OEM	Oracle Enterprise Manager
OFA	New York State Office of General Services Office of Financial Administration
OFA	New York State Office for the Aging
OFA	New York State Department of Civil Service Office of Financial Administration
OGS	New York State Office of General Services
OMH	New York State Office of Mental Health
OMIG	New York State Office of the Medicaid Inspector General
OOTB	Out of the Box
OPAY	
OPWDD	New York State Office for People With Developmental Disabilities
ORA	Operational Readiness Assessment
OS	Other Statute
OS	Operating System
OS	Other Statutory
OSC	Office of the New York State Comptroller
OSHA	Occupational Safety and Health Administration

Term	Definition
OTRS	Open Source Ticket Request System
OTWG	Out of Title Work Grievance
PA	Participating Agencies A local government entity (city, town, municipality, school district, etc.) that participates in NYSHIP.
PayServ	NYS OSC Payroll System
PBA	Police Benevolent Association
PC	Micro Focus Performance Center
PCA	Private Cloud Appliance
PE	Participating Employer A public authority, public benefit corporation, or other public agency, subdivision, or quasi-public organization of the state.
PEF	Public Employees Foundation
PeopleSoft	Oracle product suite.
PeopleTools	Oracle PeopleSoft software customization tools.
PEP	Productivity Enhancement Program
PER	Personnel Transactions
Performance Test	Performance testing is a practice performed to determine how well a system performs in terms of responsiveness and stability under a workload.
PESH	Public Employees Safety and Health This reporting is for the U.S. Department of Labor. For more information about New York State PESH, see New York State Department of Labor, Division of Safety and Health (DOSHS) - PESH.
PFL	Paid Family Leave
PHI	Protected Health Information
Phi	The Civil Service Commission may, by appropriate amendment to the rules, designate among positions in the noncompetitive class those that are confidential or policy influencing. Positions so designated carry a "phi" designation. Incumbents of positions that carry a "phi" designation do not obtain tenure under Section 75 of the Civil Service Law.
PIA	PeopleSoft Internet Architecture This refers to a three-tier architecture in use in all current PeopleSoft versions. It is also used to refer specifically to the web server layer.
PLA	Paid Leave of Absence
PMBOK	Project Management Body of Knowledge
PMI	Project Management Institute
PMP	Project Management Professional

Term	Definition
PO	Purchase Order
PPE	Personal Protective Equipment
PPSI	Personal, Private, and Sensitive Information
Prod	Production Environment
Proposer/Bidder	See Bidder/Proposer
PS	PeopleSoft
PS	Personal Service
PSADMIN	PeopleSoft Administrator
PSCOE	PeopleSoft Center of Excellence
PUM	PeopleSoft Update Manager
QA	Quality Assurance
RAC	Oracle Real Application Clusters
RACI Matrix	A responsibility assignment matrix (<u>R</u> esponsible, <u>A</u> ccountable, <u>C</u> onsulted, <u>I</u> nformed)
RDS	Retiree Drug Subsidy
REAP	Retiring Employees Acknowledgement Program
Regression Test	Testing of previously executed software tests to ensure that previously accepted changes have not been affected by a later change.
RFP	Request for Proposals
RPS	New York State Center for Recruitment and Public Service
RSSL	New York State Retirement and Social Security Law
RTM	Requirements Traceability Matrix
SCORM	Shareable Content Object Reference Model A technical specification for eLearning software products.
SDLC	Systems Development Life Cycle
SDVOB	Service-Disabled Veteran Owned Business
SEHP	Student Employee Health Plan
SFS	New York Statewide Financial System
SFTP	Secure Shell (SSH) File Transfer Protocol
SI	System Integrator The selected Bidder or Contractor.
SIT	System Integration Testing
SLMS	New York State Learning Management System
SOA	Service-Oriented Architecture

Term	Definition
SOC	Service Organization Controls
SOP	Standard Operating Procedures
SOR	System of Record
SPMM	State Personnel Management Manual
SQL	Structured Query Language
SQR	Structured Query Report
SSD	New York State Department of Civil Service Staffing Services Division
SSDLC	Secure System Development Life Cycle
SSH	Secure Shell
SSN	Social Security Number
STD	Short-Term Disability
Storage location	A data storage location that will be used for all data that is not converted into the HRMS.
SUNY	State University of New York
TaaS	Testing as a Service
TLS	Transport Layer Security
TPM	Title and Position Management
Train	Training Environment
UAT	User Acceptance Testing
UCS	Unified Court System
UFT	Micro Focus Unified Functional Testing
UHC	United Health Care
UI	User Interface
ULSD	Ultra-Low Sulfur Diesel Fuel
Unclassified Position	An unclassified position is a job position that has not been classified according to the NYS position guide.
UPK	User Productivity Kit
US	Unclassified Service
USDA	United States Department of Agriculture
USPS	United States Postal Service
UUP	United University Professions
UX	User Experience
VDSA	Voluntary Data Sharing Agreement
Vendor	A company that is proposing a solution to address this RFP.

Term	Definition
VRQ	Vendor Responsibility Questionnaire
VRWS	Voluntary Reduction in Work Schedule
WCB	New York State Workers' Compensation Board
WCL	Workers' Compensation Law
WH-381	Notice of Eligibility form that informs the employee of his or her eligibility for FMLA leave or at least one reason why the employee is not eligible.
WH-385V	Military Caregiver Leave of a Veteran form used when requesting leave to care for a family member who is a covered veteran with a serious injury or illness.
WTC	World Trade Center
XML	Extensible Markup Language
YAO	Young Adult Option