

NYS Homes & Community Renewal

Enterprise Content Management Consulting Services

Request for Proposal

RFP# 148052C

9/12/2012

Statement: NYS Homes & Community Renewal (HCR) is in need of an experienced, reliable and highly knowledgeable consulting firm with an established excellent record with assistance in Enterprise Content Management.

Background: HCR has been working towards centralizing and standardizing all documents in the agency into a central Enterprise Content Management (ECM) system. Presently, the agency utilizes Microsoft file system CIF shares (mapped network drives) to store all document records. Each user is allocated space on the CIF share to store their personal files, and each program area is allocated space (a separate mapped drive) in which they can store documents accessed by their working unit. In addition, the agency has over 300 days of files backed up on the Storage Area Network in the form of NetApp snapshots. In addition, over half the users in the HCR enterprise have PCs or laptops – HCR would like to identify business files stored on local hard drives of PCs and laptops to be ingested into the ECM system.

- A. NYS HCR is requesting proposals for consulting services to perform the following:
1. **Perform analysis of all data to be imported into the Enterprise Content Management system**
 - a. Determine the amount of files stored on pc and laptop hard drives
 - b. Determine the amount of files stored on network drives.
 - c. Determine the records existing in backup files that need to be imported
 - d. Review current infrastructure and determine if HCR has the capacity to ingest all G: and H: drive files
 - e. Perform analysis with HIS to identify the amount of data and records to be imported
 - f. Make recommendations as to how HCR's infrastructure should be set up and work with IT staff to ensure system is best configured
 2. **Develop a basic records plan for NYS HCR**
 - a. Determine import structure and metadata for files to be imported
 - b. Implement record structure in OpenText Content Server system

- c. Assist HCR in creating a plan to analyze records and determine the information needed to set up records management in OpenText Content Server
 - d. Assist HCR in setting up records management structure
 - e. Be available for support for HCR IT staff to configure records management
 - f. Transfer knowledge to HCR IT staff on records management components
- 3. Work with IT Staff at HCR offices (located in Jamaica, Queens and Albany, NY) to migrate all files on the C: (Hard drive files) G: (personal) drive and H: (shared) drives into the Content Management system OpenText Content Server (version 10).**
- a. This migration will include ingestion of all backup files and production files and de-duplicate records where necessary.
 - b. This ingestion should accommodate records management components, which includes classifying records and setting up retention schedules
 - c. Ensure documents are identified by their version (i.e., if a document is created and later changed, version control should establish the history of that record)
 - d. Consulting engagement will not include ingestion of all records, just the setup of components to allow HCR IT staff to ingest records.
 - e. Ensure all records are set up with indexes for quick retrieval.
 - f. Write up instructions on how to perform migration
 - g. Support importing of records
 - h. Transfer knowledge to HCR IT staff on how to perform migration
- 4. Implement Content Management SharePoint Integration**
- a. Work with HCR IT SharePoint team to design, review and implement SharePoint access to OpenText Content Server
 - b. Train HCR IT staff on rollout procedures
 - c. Support troubleshooting with rollout of SharePoint integration
- 5. Implement Auto-Classification**
- a. Analyze agency and its business units and define their classification needs
 - i. A select number of business units would be chosen to have their records analyzed during this engagement
 - b. Define a structure and rules for auto-classification
 - i. HCR staff would be trained in best practices for rules creation to allow them to implement Auto-Classification for future business units or units not covered in this engagement.
 - c. Install and Configure Auto-Classification modules in Content Server 10, both the development and production systems.
 - d. Develop plan for auto-classification of import data. We will want to apply auto-classification for records already existing in our Content Server system.

- i. Develop & test plan for exception handling
- ii. Develop plan for document version handling

6. E-Discovery Implementation

- a. Analyze HCR discovery processes, both pertaining to litigation and Freedom of Information Law

7. Knowledge Transfer

- a. Knowledge transfer to HCR staff will be performed at all stages of the engagement
- b. It will involve (but is not limited to) preparing documentation, working alongside HCR staff, educating them on best practices, and otherwise prepare staff for performing all of the functions involved in the engagement
- c. Show HCR staff how to update modules and other software installed during the engagement

8. Post-Implementation Support

- a. Work with HCR staff with troubleshooting and questions they will have after the project has been implemented. Provide pricing for a maximum of 40 hours although this component will be on an as needed basis only.

9. Ongoing contractor management of project through formal project management methodology

- a. Designation of the consultant's staff member as a project manager for this engagement
- b. Perform Kickoff meeting – identifying roles in the project
- c. Establish a Work breakdown schedule
- d. Hold bi-weekly meetings to review progress of project
- e. Produce bi-weekly reports on status of project

B. Responses must address or take into consideration the following:

- 1. Responses must completely address all of the requirements listed above.
- 2. HCR prefers the bidder to use the included Pricing Page for the cost portion of the proposal.
- 3. The proposals received will be evaluated and an award will be made on best value. Best value will be determined on a weighted scale by the Grand Total Bid, the experience the vendor documents from previous implementations of the identified technology, the number of staff who are available and capable of performing these operations, the ability to physically position staff at each of the the worksites, and the ability to quickly understand the setup of HCR's Enterprise Content Management system. **The evaluation weighting will be 70% technical factors and 30% cost.** The award will be made to the responsive and responsible

bidder scoring the highest total points. While HCR considers this project a high agency priority, no work is to begin until the executed contract is approved by the Office of the State Comptroller (OSC) as required by law.

4. No more and no less than three professional references are required.
5. A relevant narrative will be submitted which describes the bidder's previous success(es) with other customers in assisting with Enterprise Content Management similar in scope to the objectives of this engagement.
6. Resumes for each of the bidder's staff and any subcontractors who will be working on this project must be provided.
7. All travel and expenses are to be included in the hourly rates quoted.
8. A number of mandated forms must be completed, signed, notarized and the original documents must be returned to this office before the contract can be submitted to OSC for approval.
9. Two (2) original proposals must be submitted. Do not permanently bind proposals as HCR may need to make additional copies for internal reviewers. No facsimile bids will be accepted. Contractor must complete, sign and return two (2) ORIGINAL documents:

Return to: **Kenneth J. Ford**
Office of Financial Administration
Hampton Plaza, 3rd flr
38-40 State St.
Albany NY 12207

Mark the envelope "BID ENCLOSED – DO NOT OPEN UNTIL 3 PM, 09/17/2012"

C. Miscellaneous Information:

1. Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between HCR and an offerer/bidder during the procurement process. An offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the HCR and, if applicable, Office of the State Comptroller **to other than designated staff** unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is:

Kenneth J. Ford, Manager
Contracts and Procurement unit
NYSHCR
38-40 State Street
Albany, NY 12207
kford@nyshcr.org
518.474.6434

2. A question and answer period is incorporated in this RFP. Bidders may ask questions in writing (e-mail preferred) up to close of business on Friday 09/21/12. Answers will be provided to all bidders on Friday 09/28/12.
3. Anticipated contract term: 10/15/2012 to 03/31/2013
4. Timeframe: Bids released Monday 09/17/12
Questions due Friday 09/21/12
Answers provided Friday 9/28/12
Bid Opening Date: Tuesday 10/09/12, 3 PM

5. Contract Termination:

NYS Homes and Community Renewal (HCR) may, upon thirty (30) days' notice, terminate the contract(s) resulting from this RFP in the event of an awarded Bidder's failure to comply with any of the bid's requirements unless the awarded Bidder obtained a waiver of the requirement.

In addition, HCR may also terminate any contract resulting from this RFP upon ten (10) days' notice if a Contractor makes any arrangement or assignment for the benefit of creditors.

Further, HCR 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 thirty (30) days' written notice to the Contractor.

HCR reserves the right to terminate this contract in the event it is found that a certification filed by the Offerer/Bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, HCR may exercise its termination right by providing written notification to the Offerer/Bidder in accordance with the written notification terms of this contract.

6. NYS Homes and Community Renewal reserves the right to:

- Reject any or all proposals received in response to the IFB/RFP;
- Withdraw the IFB/RFP at any time, at the agency's sole discretion;
- Make an award under the IFB/RFP in whole or in part;
- Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the IFB/RFP;
- Seek clarification of proposals;
- Use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the IFB/RFP;

- Prior to the bid opening, amend the IFB/RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available and provide bidders with that information;
- Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent IFB/RFP amendments;
- Change any of the scheduled dates;
- Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
- Waive any requirements that are not material;
- Negotiate with the successful bidder within the scope of the IFB/RFP in the best interests of the state;
- Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder;
- Utilize any and all ideas submitted in the proposals received;
- Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 60 days from the bid opening; and,
- Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation.

Appendix A, State of New York Standard Clauses will apply to this contract. Depending on the nature of the procurement, there may be additional state reserved rights beyond those presented here.

7. Change Orders

HCR may discover based upon the work being performed that a change order is necessary if additional work is required above and beyond the current scope of the engagement. HCR will provide to the contractor a description of the changes needed. The contractor will acknowledge acceptance and provide the additional total cost based on the number of staff hours required at the already-contracted hourly rates. HCR will make the determination to proceed with an increase or not. Contract dollar amount increases must also be reviewed by OSC before implementation and more completed forms may be required from the contractor.

Website: <http://www.nyshcr.org/AboutUs/Procurement/>

The HCR website should be checked throughout the RFP process to look for additional information about the RFP process. Including answers to posed questions.

D. Contractor requirements for business participation opportunities for NYS certified Minority and Women Owned Business Enterprises:

NEW YORK STATE LAW

Pursuant to New York State Executive Law Article 15-A, Homes and Community Renewal (HCR) recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority- and women-owned business enterprises and the employment of minority group members and women in the performance of HCR contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" (the "Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority- and women-owned business enterprises in state procurement contracting versus the number of minority- and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that HCR establishes goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

Business Participation Opportunities for MWBEs

For purposes of this procurement, DHCR hereby establishes an overall goal of 20% for MWBE participation, 10% for Minority-Owned Business Enterprises ("MBE") participation and 10% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). A Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this contract and Contractor agrees that HCR may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at: <http://www.esd.ny.gov/MWBE.html>. For guidance on how DHCR will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, Bidder/Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and HCR may withhold payment from the Contractor as liquidated damages.

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.

By submitting a bid or proposal, Bidder/Contractor agrees to submit the following documents and information as evidence of compliance with the foregoing:

- A. Bidders are required to submit a Utilization Plan on Form #PROC-2 with their bid or proposal. Any modifications or changes to the Utilization Plan after the Contract Award and during the term of the Contract must be reported on a revised M/WBE Utilization Plan and submitted to HCR.
- B. HCR will review the submitted MWBE Utilization Plan and advise the Bidder of HCR acceptance or issue a notice of deficiency within 30 days of receipt.
- C. 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 HCR a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by HCR to be inadequate, HCR shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on Form #PROC-3. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- D. HCR may disqualify a Bidder as being non-responsive under the following circumstances:
 - a) If a Bidder fails to submit a 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 HCR determines that the Bidder has failed to document good faith efforts.

Contractors 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 HCR, but must be made no later than prior to the submission of a request for final payment on the Contract.

Contractors are required to submit a Contractor's Quarterly Compliance & Payment Report on Form #PROC-6 to HCR by the 10th day following each end

of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any 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, shall undertake or continue 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, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to this contract; or (ii) employment outside New York State.

Bidder further agrees, where applicable, to submit with the bid a staffing plan (Form #PROC-1) identifying the anticipated work force to be utilized on the Contract and if awarded a contract, will, upon request, submit to the Authorized User, a workforce utilization report identifying the workforce actually utilized on the Contract if known.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will 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.

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

ALL MWBE FORMS ARE AVAILABLE AT:

<http://www.nyshcr.org/aboutus/procurement/contractinformation.htm> under the heading "MWBE Forms for Procurements and Contracts."