Attachment 4 - Request for Quote Instructions

1. **Introduction**

Authorized Users must use this Attachment 4 – *Request for Quote* Instructions and follow the instructions below for selecting Contractors. Authorized Users may customize the Request for Quote (RFQ) template to meet their specific engagement needs. Some sections of the template may not be relevant to all Authorized Users. Those sections may be changed or removed. The Contract is limited to unarmed Security Guards.

The RFQ process will result in an Authorized User Agreement and the Authorized User will then either use their NYS Procurement Card (P-Card) or issue a Purchase Order to the selected Contractor to obtain Security Guard and/or Fire Safety/EAP Director services based on the RFQ responses. Each order for services will be governed by the terms of the Authorized User Agreement.

**1.2 Authorized User Instructions**

The following steps shall be performed when completing the RFQ process:

1. Authorized User determines the need for Security Guards and/or Fire Safety/EAP Directors for an engagement or for a special event;
2. Authorized User reviews the Centralized Contracts to determine what Region the engagement is in and who the awarded Contractors are for the applicable Region;
3. Authorized User will obtain any required internal/external approvals to issue an RFQ;

Authorized Users MUST obtain a separate PRC # for each RFQ solicitation conducted from this Contract where prevailing wage rates apply. The PRC # provided in this Contract is for information and evaluation purposes of the Centralized Backdrop Contract only.

To request your RFQ specific Prevailing Wage Schedule from the NYS, Department of Labor (DOL), use the following link to complete and submit the online request form: <https://applications.labor.ny.gov/wpp/showPublicNewProject.do?method=showIt>

1. Authorized User will draft a RFQ (using the RFQ template) and disseminate the RFQ, via email, to the Authorized Contact listed on the Contractor Information page, to **all Contractors** who hold an award for the Region the engagement is located in;
2. When creating an RFQ, Authorized Users should NOT alter the Tables to include items that are unrelated to tasks/duties typically performed by unarmed Security Guards and/or Fire Safety/EAP Directors;
3. Authorized Users may include additional requirements, such as security requirements, federal funding requirements, familiarity with NYS-specific terms, facility-specific training, confidentiality requirements, shorter time frames for responding to urgent RFQs, holiday coverage, overtime issues, electronic timekeeping, specific certifications, request that winning Contractor make attempts to hire current Security Guards and/or Fire Safety/EAP Directors already working at Authorized User’s location, etc. in the RFQ; and
4. Authorized Users may request Contractors submit any documentation that will assist them in their evaluation such as licenses, resumes, training certifications, etc. Authorized Users may request to interview any Security Guard and/or Fire Safety/EAP Director candidate.
5. Authorized Users must send the RFQ to all Contractors in the applicable Region in which services are being sought. It is recommended the Authorized User print out a copy of the email containing the RFQ they sent to all Contractors in the applicable Region, identifying the Contractors the request was sent to for inclusion in their procurement record. Contractor’s quotes should be responsive to each of the Authorized Users requirements and contain competitive pricing;
6. A minimum of three (3) quotes should be received by the due date and time set forth in the RFQ for the Authorized User to award the business. In any Region, where the total number of available Contractors may be less than three, this requirement will be waived. Authorized Users are not required to reach out to Contractors that did not respond to the RFQ to find out why they did not respond, unless the minimum number of quotes have not been received. In the event three (3) quotes have not been received by the due date and time provided, Authorized Users must document the reasons preventing Contractors from responding to the initial RFQ. If the reasons the Contractors provided for not responding are not amendable by reissuing another RFQ, the requirement of three quotes will be waived and the Authorized User may select a Contractor from the bids received in response to the initial RFQ. In all cases, Authorized Users must document the basis for their selection under the RFQ for the procurement record;
7. The Authorized User(s) will review quotes received by the RFQ Due Date and Time and make an award to the best value quote as defined in Section 7, *Award Methodology*, as determined by the Authorized User;
8. Authorized Users must follow their applicable procurement rules and/or guidelines to ensure that compliance is met. Authorized User’s procurement record should clearly show why one Contractor was chosen over another;
9. An Authorized User shall issue an Authorized User Agreement (Purchase Order or other written order), as defined in Section 1.4, *Glossary*, of the Contract, for the engagement to the winning Contractor, which is effective and binding on the Contractor at time of order. The Authorized User Agreement shall contain the total exact or estimated cost, if an exact cost cannot be determined at that time. A Contractor shall not initiate services until the Authorized User Agreement is issued, and an Authorized User shall not request performance of services until the Authorized User Agreement has been issued;
10. Authorized User Agreements may be issued for up to a five (5) year period so long as the Authorized User Agreement is issued within the term of the Centralized Contract;
11. Purchase Orders issued by a state agency that go beyond the end of a fiscal year may require a change notice to be processed in the Statewide Financial System to authorize payments after the end of the prior fiscal year. Change notices for extensions are allowed for up to two (2) years, upon both parties’ agreement. Blanket Purchase Orders may be used for either an exact or estimated number of hours at a set rate for a certain time, specific to a Region and title;
12. Once the Contractor receives an Authorized User Agreement (Purchase Order or other written order) for the engagement, Contractor will have a maximum of ten (10) business days to fulfill the order for Security Guards and/or Fire Safety/EAP Directors, unless there is a written agreement between the Authorized User and Contractor to a different timeframe;
13. Contractor must provide a Certificate of Compliance to each Security Guard and Fire Safety/EAP Director Candidate to provide to the Authorized User upon reporting for work. Authorized Users should not allow a Security Guard or Fire Safety/EAP Director to commence work without submission of the Certificate of Compliance. Authorized Users can request that Contractors submit the Certificate of Compliance with their quote;
14. Contractor and Authorized User may agree to change the Candidate’s start date(s) in the event the start date included in the Authorized User’s RFQ cannot be met. This will be reflected in the Authorized User Agreement and made part of the Procurement Record;
15. Authorized Users will indicate within their RFQ if subcontracting is allowed. If allowed, and the Contractor plans on using Subcontractors, Contractors will indicate as such within their response and provide a copy of the agreement between the Contractor and Subcontractor for the Authorized Users review. Authorized Users will indicate, prior to the start date, if the Contractor’s Subcontractors are allowed;
16. Contractor will begin services;
17. Authorized User will follow the appropriate contracting and payment procedures for invoice approval;
18. During Contract performance, Contractor questions, clarifications, and/or disputes arising from an Authorized User’s RFQ and/or Contractor selection are to be reviewed and resolved by the Authorized User and the Contractor, and not by NYS OGS Procurement Services;
19. During Contract performance, issues related to MWBE and SDVOB goal compliance are to be referred to the MWBE or SDVOB office, as applicable, within OGS; and
20. During Contract performance, questions regarding the centralized Contract should be referred to NYS OGS Procurement Services.

## **Authorized User Reserved Rights**

In addition to the reserved rights set forth in Section 1.4, *New York State Reserved Rights, of the Contract (*below), the Authorized User shall have the following additional reserved rights:

* + - 1. To request and select Security Guards and/or Fire Safety/EAP Directors based upon previous experience, skill levels, and/or qualifications. These must be defined within this Attachment 4 – *Request for Quote Form*;
      2. To add requirements to the RFQ and resulting Authorized User Purchase Order that are more advantageous than the terms and conditions established within the Centralized Contract;
      3. To disallow Subcontractors to be used by the Contractor and to approve any Subcontractors used by the Contractor;
      4. To, in the event of an unanticipated or expedited need for services and the RFQ process provided for in the Contract will not allow the Authorized Users to meet such unanticipated or expedited need for services, acquire such services without issuing an RFQ, but by obtaining quotes and making an award in accordance with the individual Authorized User’s procurement guidelines. The Authorized User shall document the nature of the unanticipated or expedited need for services and the process for obtaining quotes and making the award. The term of any award made without issuing an RFQ as required herein shall be limited to the minimum period of time necessary to meet the unanticipated or expedited need for services, until such time as the RFQ process can be completed;
      5. To request the Contractor’s insurance policy language for purposes of substantiating compliance with the Centralized Contract’s *Insurance Requirements*, or such other Insurance Requirements, as required by the Authorized User as part of an RFQ;
      6. Conduct Contract negotiations with the next responsible Contractor responding to an RFQ, should the Authorized User be unsuccessful in negotiating with the selected Contractor;
      7. To, in the event of two or more tied quotes where Financial/Cost had a weight of 100%, ask each Contractor to submit a best and final quote by a specified date and time. The pricing submitted must be lower than the initial pricing. If Financial/Cost had a weight of less than 100%, the quote with the lowest pricing shall be the basis for determining the award;
      8. If, in the first six months from the RFQ due date, a Contractor is unable to fulfill the terms of the engagement, the Authorized User may go to the next highest scored Contractor(s) to offer them the engagement if they are willing to honor the prices quoted by the originally awarded Contractor. If the Contractor(s) decline, a new RFQ must be released to acquire services;
      9. Additional terms and conditions may be allowed as part of Contractor’s response to an Authorized User’s RFQ and incorporated into the Authorized User Purchase Order provided that all of the following conditions are met:
  1. The Contractor identifies such terms and conditions in Contractor’s response to the Authorized User’s RFQ;
  2. Such terms and conditions do not contradict or violate any of the terms and conditions of the Contract, and/or are more advantageous to the Authorized User and the State than those set forth in the Contract;
  3. Such terms place no additional liability or responsibility on the Authorized User or the State; and

## The Authorized User acknowledges in writing that it accepts such additional terms and conditions.

* + - 1. To request a replacement Candidate if the original selected/assigned Candidate is deficient in the performance of an assignment. The Authorized User has the right to approve all replacements and substitutes.

## **New York State Reserved Rights**

New York State reserves the right, in its sole discretion, to:

1. Reject any or all Bids received in response to the Solicitation;
2. Withdraw the Solicitation at any time at the sole discretion of the State;
3. Make an award under the Solicitation in whole or in part;
4. Disqualify any Bidder whose conduct and/or Bid fails to conform to the requirements of the Solicitation;
5. Seek clarifications and revisions of the Bid;
6. Amend the Solicitation prior to the Bid opening to correct errors or oversights, or to supply additional information as it becomes available;
7. Direct Bidders, prior to the Bid opening, to submit Bid modifications addressing subsequent Solicitation amendments;
8. Change any of the schedule dates with notification through the NYS Contract Reporter;
9. Eliminate any mandatory, non-material requirements that cannot be complied with by all prospective Bidders;
10. Waive any requirements that are not material;
11. Utilize any and all ideas submitted in the Bids received;
12. Adopt all or any part of a Bidder's Bid in selecting the optimum configuration;
13. Negotiate with a Bidder within the Solicitation requirements to serve the best interests of the State. This includes requesting clarifications of any or all Bids;
15. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder’s Bid and/or to determine a Bidder’s compliance with the requirements of the Solicitation;
16. Select and award the Contract to other than the selected Bidder in the event of unsuccessful negotiations or in other specified circumstances as detailed in the Solicitation;
17. Accept and consider for Contract award Bids with non-material Bid Deviations or non-material Bid defects such as errors, technicalities, irregularities, or omissions;
18. Use any information which OGS obtains or receives from any source and determines relevant, in OGS’s sole discretion, for the purposes of bid evaluation and Contractor selection;
19. Consider a proper alternative where an evidently incorrect reference/parameter/component/product/model/code number is stated by the State or the Bidder;
20. Reject an obviously unbalanced Bid as determined by the State;
21. Conduct Contract negotiations with the next responsible Bidder, should the Agency be unsuccessful in negotiating with the selected Bidder;
22. To make an award within a Region where there are less than three responsive and responsible Bidders or where the Maximum Not-to-Exceed Bill Rates are too low to be sustained for the term of the Contract plus any renewals and extensions or too high as to be within the realm of possible price reasonableness as determined solely by OGS;
23. Make no award for any Service, Region, as applicable, for reasons including, but not limited to, unbalanced, unrealistic or excessive Bidder pricing, a change in Authorized User requirements and/or Services, or an error in the Solicitation (e.g., use of incorrect reference, description, etc.). In such case, evaluation and ranking of Bids may be made on the remaining Services, Regions;
24. Offer a Bidder the opportunity to provide supplemental information or clarify its Bid, including the opportunity to explain or justify the balance, realism, and/or reasonableness of its pricing; and
25. Award Contracts on a rolling or staggered start basis, either in whole or in part.  Contracts awarded in this method shall be coterminous with the first Contract awarded as a result of this Solicitation.

## **Recommended Authorized User Voucher/Invoice Review Procedures**

It is recommended that Authorized Users adhere to the following procedures:

1. Ensure security guards are registered with the Department of State during the date(s) in which services were performed.  If the registration cannot be verified on the DOS website located at: <https://appext20.dos.ny.gov/lcns_public/lic_name_search_frm>, the reviewer can consider obtaining a physical copy of the registration for further verification;
2. Ensure Fire Safety/EAP Directors have an up-to-date Certificate of Fitness from New York City Fire Department that matches the site at which services were performed;
3. Ensure that Contractor that is complying with Section 2.11, *Invoicing and Payments*, of the Contract;
4. Match the hours that appear on the payroll records to the hours billed on the invoice. The hours billed on the invoice must not exceed the number of hours on the payroll record. Some Contractors may be paying for meal times while meal times are generally not billable in accordance with Contract Section 2.15.7 *Workday/Hours,* of the Contract;
5. Review the agreement between the primary Contractor and Subcontractor to ensure the payment meets the terms of this agreement if the invoice includes work from Subcontractors;
6. Review the payroll to ensure the Contractor and/or Subcontractor are paying employees the appropriate prevailing wage;
7. Verify that the billing rates comply with those accepted in response to the RFQ; and
8. Verify the Candidates were present for the time that appears on the invoice by reviewing sign-in logs.

Additional Price Submittal information:

1. **Quotes cannot be greater than the posted Maximum Not-To-Exceed Rates on the Contractor Region and Pricing Summary Page.**
2. Authorized Users MUST obtain a separate PRC # for each engagement from this contract where prevailing wage rates apply. <https://applications.labor.ny.gov/wpp/showPublicNewProject.do?method=showIt>
3. All proposed bill rates must meet minimum wage, prevailing wage, living wage or any other applicable local laws for the Regions indicated in the RFQ.
4. Contractor’s proposed bill rates may vary for equivalent Service Types.

The following table is an example of how the AU and Contractor should complete the Pricing Submittal Table. This example is for Region 1.

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Authorized User Completes** | | | | | | | **Contractor Completes** | | |
| **Location** | **Service Type** | **Number of Guards or Vehicles** | **Shift Coverage** | **Daily Hourly Total Per Guard** | **Number of Days Worked Per Week** | **Days Worked** | **Straight Time Hourly Bill Rate** | **Overtime Hourly Bill**  **Rate** | **Daily Vehicle or One Time Training Charge** |
| Corning Tower | Level 1 | 2 | 8AM-4PM | 8 | 5 | M, Tu, W, Th, Fr | $29.58 | $44.36 | N/A |
| Corning Tower | Level 2 | 1 | 8AM-4PM | 8 | 5 | M, Tu, W, Th, Fr | $31.14 | $46.71 | N/A |
| Corning Tower | Fire Safety/EAP Director | 1 | 8AM-4PM | 8 | 5 | M, Tu, W, Th, Fr | $46.52 | $69.78 | N/A |
| Corning Tower | Vehicle | 1 | N/A | N/A | N/A | N/A | N/A | N/A | $45.00 |
| Corning Tower | CPR | 4 | N/A | N/A | N/A | N/A | N/A | N/A | $55.00 |