

How to Use This contract

(Revised 11/17/25)

This document provides the Authorized User general instructions on how to use the Project Based Information Technology (IT) Consulting Services (PBITS) contract (“contract”). These instructions assume the Authorized User has a good knowledge of IT project procurement methodology. An Authorized User must familiarize itself with the contract terms and conditions. Additional general procurement information is available at the [New York State Procurement website \(https://ogs.ny.gov/procurement\)](https://ogs.ny.gov/procurement). NYS Executive Agencies must adhere to all internal processes and approvals including, as required, approval from NYS Office of Information Technology Services. Other Authorized Users must adhere to their own internal processes and approvals.

Section 1. GENERAL INFORMATION

1.1 OGS CENTRALIZED CONTRACT SCOPE

The contract streamlines the procurement of Project Based IT Consulting Services for Authorized Users of NYS OGS Centralized contracts. To purchase these Deliverable services, an Authorized User must use the process outlined in the OGS Centralized contract.

1.2 LOT VALUES

The contract has been grouped into four (4) lots (see table below). Lot placement was determined by the individual contractor’s response to OGS contract #23269.

Lot Number	Project Value
Lot 1A Limited to SDVOBs, M/WBEs and SBEs	\$50,000 - \$250,000
Lot 1B Limited to SDVOBs, M/WBEs and SBEs	\$250,001 - \$750,000 **\$250,001 - \$1,500,000
Lot 2	\$\$750,001 - \$10,000,000 **\$1,500,001 - \$10,000,000
Lot 3	\$10,000,001 - \$30,000,000

The estimated project value, including any enhancement budget up to 25%, shall be used to determine which lot must be used. There can be no more than one lot selected per project. The total value of the mini-bid, including any optional enhancement budget, cannot exceed the maximum value of the lot. If a contractor’s mini-bidis lower or higher than the lot number project value, the contractor’s mini-bid shall be found non-responsive.

1.3 REQUIREMENTS

- A competitive mini-bid is required for every transaction under this contract.
- Mini-bids shall only be distributed to one lot.
- The Authorized User must distribute the mini-bid to **ALL awarded contractors** in the selected lot who are listed as the contract awardees at the time of the mini-bid release unless a contractor has removed itself from consideration via the Mini-Bid Participation Interest process. When sending the mini-bid via email, it is recommended that all contractor email addresses be entered in the “To” line rather than the “BCC” line for visibility purposes if a subsequent purchase order will be issued by the OGS Business Services Center.
- An Authorized User must prepare a comprehensive statement of work detailing the information technology consulting project, preferably using Attachment 15 - Mini-Bid Template.
- All mini-bid awards are based on Best Value. Additional guidance regarding Best Value is provided below in Section 2.7 of this document.
- All services performed for an Authorized User shall only be performed within the continental United States.
- An Authorized User shall conduct its mini-bid in accordance with the requirements set forth in the contract and this How to Use document.

- Email addresses for all awarded contractors in each lot can be found on the OGS PBITS website.
- Projects must not begin until all insurance requirements in the contract, as well as any Agency-specific insurance requirements, have been met. Additional guidance is provided in Attachment 4 – Insurance Requirements.

1.4 IN-SCOPE PROJECTS

Project Based IT Consulting Services required by an Authorized User must be obtained via a mini-bid process under this contract. The Authorized User shall issue a mini-bid with a detailed statement of work for the required consulting services. A mini-bid may include, but will not be limited to, projects requiring analysis, data classification, design, development, testing, quality assurance, security, and associated customized training for IT-based applications.

Additional examples of in-scope projects include but are not limited to:

- Technical architecture advisory services;
- Business analysis for project development;
- Proprietary software application development/customization, programming, and integration;
- Data information management (including but not limited to data migration, data conversion, data manipulation, and data integration);
- Project management support services, including but not limited to project management, project quality assurance and control, and independent verification & validation (IV&V);
- Project scope development; *
- Managed services (as defined in contract Section 1.6 – Definitions)**;
- Disaster recovery/Business continuity and testing;
- Quality assurance;
- Continuity of operations planning (COOP);
- Data categorization;
- Maintenance and support connected to a project within the same mini-bid;
- Open-source software implementation; and
- Up to 59 consecutive calendar days of Staff augmentation services that are part of a larger PBITS project as defined in contract Section 1.6 - Definitions.

*Downstream prohibition applies (see contract Section 2.4 – Downstream Prohibition).

**Managed Services are also offered under Lot 3 of OGS's [Umbrella Manufacturer contract \(22802\)](#). Authorized Users should consult Section 2.1.3 (Lot 3 - Cloud) of that contract. Note that Managed Services under Umbrella Manufacturer Lot 3 are limited to Cloud Manufacturers and their authorized resellers, and Umbrella Manufacturer Lot 3 does not offer independent Managed Services. Independent Managed Services may be procured under this contract (PBITS 23269).

1.5 OUT-OF-SCOPE WORK

There are service offerings expressly excluded from the scope of these contracts. In many instances, such services and/or offerings are (or will be) covered by another OGS Centralized contract. The following is a non-exclusive list of out-of-scope work:

- Staff augmentation services beyond 59 calendar days (Staff augmentation that is expected to last beyond 59 days should utilize [New York State OGS's Hourly Based Information Technology Services contract Award #23158](#) [or any subsequent replacement contract]). Staff augmentation is not allowable as a standalone project;
- Time and material services;
- Web hosting;
- Automated network monitoring or any other service provided principally through an automated process;
- Hardware maintenance and support not connected to a project within the same mini-bid;
- Software maintenance and support not connected to a project within the same mini-bid;
- Services priced on a per asset basis;
- Services priced on a contingency basis;
- Prepackaged training courses;
- E-Learning;
- Acquisition of equipment (hardware);

- Acquisition of software, either commercial off-the-shelf (COTS) software or pre-existing software;
- Acquisition of connectivity services, such as network provisioning, voice services (local, long-distance), or video bridging;
- Cloud solutions (as defined in contract Section 1.6 – Definitions) or “As a Service” offerings, including but not limited to SaaS, IaaS, PaaS, and XaaS, with the only exception being for Cloud Solutions offered as part of a Managed Service;
- Any offering that is a combination of equipment, hardware, or software, and cloud or “as a service offerings”; and
- Consulting or other installation work which is considered public works is excluded from purchase under the scope of this contract. For questions about whether a proposed work constitutes public work, please contact the New York State Department of Labor’s Bureau of Public Work District Office in a specific area. A listing of district offices and contact information is available at <http://www.labor.ny.gov/workerprotection/publicwork/PWContactUs.shtm>.

1.6 AUTHORIZED USER AGREEMENT TERM

The initial term of all Authorized User Agreements shall be no longer than three (3) years.

Section 2. PREPARING THE MINI-BID

2.1 AUTHORIZED USER COMPLIANCE WITH MWBE and SDVOB PARTICIPATION

MWBE participation goals for this contract shall be equal to or greater than 30% of the State Agency and Authority (as defined in New York State Executive Law Article 15-A §310 and hereinafter referred to as “State Agency”) spend. When a State Agency issues a mini-bid under this OGS Centralized contract, the State Agency shall establish agency-specific goals for participation of New York State certified MWBEs and shall seek submittal of the MWBE Utilization Plan. State Agencies will seek an overall participation rate equal to or greater than 30% based on all acquisitions made throughout the term of the contract awarded hereunder.

SDVOB participation goals for this contract shall be equal to or greater than 3% of the State Agency and Authority (as defined in New York State Veterans’ Services Law Article 3 and hereinafter referred to as “State Agency”) spend. When a State Agency issues a mini-bid under this OGS Centralized contract, the State Agency shall establish agency-specific goals for participation of New York State certified SDVOBs and shall seek submittal of the SDVOB Utilization Plan. State Agencies will seek an overall participation rate equal to or greater than 3% based on all acquisitions made throughout the term of the contract awarded hereunder. SDVOBs can be readily identified on the directory of certified businesses at: <https://ogs.ny.gov/Veterans/>.

2.2 DEBRIEFING, PROTEST, AND DISPUTE PROCESSES

Authorized Users subject to Article 11 of the State Finance Law shall provide the opportunity for debriefings in accordance with Section 163 (9)(c). All other Authorized Users are strongly encouraged to provide an opportunity for debriefing. Please see the Mini-Bid Template Sections 3.5, 3.6, and 3.7 for further details.

The following should be included in all mini-bids:

1. Debriefing process;
2. Protest process; and
3. Dispute resolution process.

2.2.1 DEBRIEFING PROCESS

Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful bidder may request a debriefing regarding the reasons that the mini-bid submitted by the bidder was not selected for award. Requests for a debriefing must be made within 15 calendar days of notification by the Authorized User that the mini-bid submitted by the contractor was not selected for award. Requests should be submitted in writing to a designated contact identified in the mini-bid.

2.2.2 PROTEST PROCESS

The Authorized User is required to provide language regarding the Authorized User's bid protest procedures. Should a bid protest be submitted by a contractor regarding a mini-bid, the bid protest will be considered and decided by the Authorized User.

If the Authorized User does not have protest procedures, please refer to the [OSC protest procedures](#) for guidance in creating a policy.

2.2.3 DISPUTE RESOLUTION PROCESS

The Authorized User is required to provide language regarding the Authorized User's dispute resolution procedures. Should a dispute be submitted by a contractor regarding a mini-bid the dispute will be considered and decided by the Authorized User.

In the event the contractor has any disputes with the Authorized User, the contractor shall so notify the Authorized User in writing. If either party notifies the other of such dispute, the other party shall then make good faith efforts to solve the problem or settle the dispute amicably, including meeting with the party's representatives to attempt diligently to reach a satisfactory result through negotiation.

In the event that the contractor and the Authorized User are unable to resolve a conflict through negotiation, then both parties will comply with the Authorized User's stated dispute resolution policy which must be included as part of the Authorized User Agreement.

If the Authorized User does not have a dispute resolution policy, please refer to the [OGS dispute resolution policy](#) for guidance in creating a policy.

2.3 CONTRACT TERMS AND CONDITIONS

An Authorized User must understand the terms and conditions of the OGS Centralized contract prior to project development.

In accordance with Appendix B, Section 26, Modification of contract Terms, an Authorized User may add additional required terms and conditions to the mini-bid and resulting Authorized User Agreement only if such terms and conditions are more favorable to the Authorized User and do not conflict with or supersede the terms and conditions of the OGS Centralized contract.

2.4 ADDITIONAL CONTRACTOR TERMS AND CONDITIONS WITHIN AN AUTHORIZED USER AGREEMENT

As part of contractor's response to an Authorized User mini-bid, a contractor may propose additional terms and conditions which do not contradict or violate any of the terms and conditions of the contract, are more advantageous to the Authorized User, and place no additional liability or responsibility on the Authorized User. Such additional terms and conditions may be allowed and incorporated into the resulting Authorized User Agreement, provided the contractor identifies such terms and conditions in the contractor's response to the mini-bid and the Authorized User accepts such additional terms and conditions. Authorized User should review any such proposed terms and conditions to ensure compliance with the contract.

2.4.1 Authorized User Agreement Order of Precedence:

The terms and conditions of the contract are expressly incorporated in, and applicable to, the Authorized User Agreement. Conflicts of terms and conditions for Authorized User Agreements shall be resolved in the following order of precedence:

- A. Appendix A, Standard Clauses for New York State contracts (June 2023);
- B. Appendix D, Federal Funding Agency Mandatory Terms and Conditions
- C. The contract executed by contractor and OGS;
- D. Appendix B, General Specifications (August 2023);
- E. Other appendices; and
- F. Authorized User Agreements or purchases made between an Authorized User and the contractor.

2.5 STATUTORY REQUIREMENTS

An Authorized User of this contract:

- Must adhere to the procedures of this contract.
- Must adhere to the Authorized User's internal policies and procedures.
- Must adhere to all federal, state and/or local statutes, as applicable.

2.6 DEVELOP A STATEMENT OF WORK

The Authorized User shall develop a statement of work that shall fully identify their project needs, which may include, but are not limited to such factors as:

- Project Plan
 - Milestones/timeframes
 - Dependencies
 - Roles and responsibilities
 - Other decision points
- Project timeline;
- Anticipated project duration (projected start and end dates and overall duration);
- Deliverables/payment points and their acceptance criteria;
- Requirements for status reporting and meetings (form, content, and frequency);
- Expectations for documentation and invoicing;
- Performance specifications (Vendor and system);
- Project organization chart;
- Available State Staffing resources;
- Required titles and resources, if applicable;
- Background checks;
- Personnel interviews;
- Location where work will be performed;
- Work-site/location-specific provisions;
- Risk projections and mitigation strategies based on the presented mini-bid;
- Hardware and software environment, including any systems to integrate with;
- "As-is" state of project;
- "To-be" state of project;
- Any additional requirements imposed by the funding source;
- Any downstream prohibition(s) – whether the engagement may result in the contractor gaining information which may raise level playing field issues in a future procurement and result in the inability of such contractor to participate in a future procurement pursuant to State Finance Law section 163-a and section 163 (2) or any other applicable law or policy;
- Expectations for knowledge transfer;
- Training; and
- Maintenance/support services connected to a project within the same mini-bid. Authorized Users are encouraged to utilize no cost time extensions to extend the length of available maintenance/support services.

Using the above information, the Authorized User shall develop a mandatory statement of work (SOW) with enough specificity to allow a contractor to adequately respond to a mini-bid. When establishing deliverables, Authorized Users are strongly encouraged to include fixed points or status updates for items such as a limited proof of concept or project plan in their timeline to allow them to reevaluate their needs throughout the project.

While it is recommended that a statement of work be as detailed as possible, a more open-ended statement of work is acceptable so long as the current state and intended outcomes of a project are clearly defined. Such an open-ended statement of work may permit a contractor to propose a deliverable package structure and project approach in accordance with their project management methodology, provided that the first deliverable is an updated and comprehensive Project Plan. Note that an Authorized User may use PBITS to develop a scope for a larger project; downstream prohibition applies.

2.7 DEVELOP A PROCUREMENT PLAN

Based on the individual project, the Authorized User should consider the following factors when developing the mini-bid:

- Pre-mini-bid
 - Surveying the contractor pool of the appropriate lot for interest in the project, utilizing Attachment 14 - Mini-Bid Participation Interest Template (this is an optional process).
- Total procurement timeframes, including but not limited to:
 - Mini-bid release date,
 - Pre-bid conference,
 - Intent to bid,
 - Question and answer period,
 - Mini-bid due date,
 - Key personnel interviews,
 - Tentative project start date,
 - Project timeline, and
 - Legislative deadlines.
- Technical/financial weighting:
 - Technical weighting must be no more than 70%, including consideration whether to use the quantitative factors set forth in State Finance Law section 163(1)(j), if applicable;
 - If applicable, the quantitative factor for MWBE/SBE/SDVOB can be up to 5% of the total technical value;
 - Financial weighting must be no less than 30%;
 - Authorized Users are encouraged to develop a weighting ratio within these parameters that will provide Best Value – for example 60% technical / 40% financial;
 - Best Value may also be based on contractor meeting the mandatory requirements (pass/fail) and lowest cost (100% financial weighting); and
 - Evaluation methods.
- Reference checks on completed IT projects.
 - OGS strongly recommends reference checks on past projects.
 - Was the project on time?
 - Was the project on budget?
 - Did the final product meet or exceed expectations?

Once the procurement plan is complete, the Mini-Bid Template is used to create the final mini-bid.

Additionally, the minimum time, excluding the date of release, between issuance of the mini-bid by the Authorized User to the mini-bid opening is as follows:

- Lot 1A and 1B mini-bids: five (5) business days;
- Lot 2 mini-bids: ten (10) business days; and
- Lot 3 mini-bids: fifteen (15) business days.

An Authorized User should consider the complexity of the project and allow sufficient time for a contractor to respond to the mini-bid.

2.8 ADDITIONAL CONSIDERATIONS FOR THE AUTHORIZED USER

2.8.1 LOT DETERMINATION

Prior to selecting the appropriate lot, Authorized Users must calculate the anticipated cost of the project (including any enhancement budget) using their estimated hours of work required to complete the project.

Authorized Users are cautioned that misidentifying the lot which their project falls under may result in bids that fall outside of the selected lot structure. Mini-bid(s) falling outside the solicited lot structure MUST BE FOUND NON-RESPONSIVE. If this should occur, Authorized Users need to consider reassessing the transaction to determine if a rebid in a different lot would result in a successful mini-bid award.

2.8.2 FIXED PRICE

An Authorized User Agreement shall be awarded on a fixed-price basis only. As such, the contractor shall complete all project Deliverables indicated in the final negotiated Authorized User Agreement without any increase in cost to the Authorized User. If the contractor resources required to complete such work are more than the contractor agreed to in the mini-bid, these additional resources must be provided to the Authorized User at no additional cost.

2.8.3 RETAINAGE

Authorized Users may include Retainage in their mini-bid. Authorized Users may include a provision to retain a percentage of each individual Deliverable payment of no more than 20% until after they accept a completed specific Deliverable or after they accept a completed project. Additionally, Authorized Users may include a provision that Retainage may be reduced when the contractor substantially reduces the agreed upon Deliverable timeline. If Authorized Users include a Retainage provision they must include the requirement for Retainage, the total percentage of Retainage to be withheld, and the requirements for the release of the Retainage amount.

The use of Retainage, the retained percentages and timing for release employed is at the discretion of the Authorized User within the limits listed in the preceding paragraph. An Authorized User may negotiate with a tentative awardee regarding Retainage if Retainage is included in the mini-bid. If Retainage is not included in a mini-bid, then it must not be available under the final Authorized User Agreement.

Retainage Example:			
\$200,000 fixed-price contract, with a 10% Retainage to be withheld until the completion of the project. contractor will receive the accrued Retainage that has been held back (\$12,500) with the payment due for the final Deliverable after the client has accepted that Deliverable.			
	Fixed Deliverable Cost	10% Retainage	Actual Payment to contractor after acceptance of Deliverable
Deliverable 1	\$25,000	\$2,500	\$22,500
Deliverable 2	\$50,000	\$5,000	\$45,000
Deliverable 3	\$50,000	\$5,000	\$45,000
Deliverable 4	\$75,000	N/A	\$75,000 + \$12,500 (accrued Retainage amount) = \$ 87,500

2.8.4 ENHANCEMENT BUDGET

Enhancements refer to additional functionality and deliverables unknown to the Authorized User at the time of mini-bid release. An Authorized User is strongly encouraged to consider including an enhancement budget, as included in the mini-bid (up to 25%).

The total cost of the project including the enhancement budget shall not exceed the lot threshold from which the award was made. For example, a project estimated to be \$700,000 that includes an enhancement budget of 25% (\$175,000) would total to \$875,000 and would be a Lot 1B project as the final cost including enhancement would exceed the \$750,000 Lot 1B threshold.

- An Authorized User shall use Attachment 18 – Enhancement Request Template to reflect such modifications.
- Mini-bid/statement of work documents will define specific criteria and method of reimbursement for the enhancement budget.
- An enhancement budget included in the mini-bid is the sole opportunity for additional funding to be available for an Authorized User Agreement. Increasing the budget after the mini-bid is awarded is not permitted.
- If an enhancement budget is not included in a mini-bid, then it shall not be available under the final Authorized User Agreement or any no cost time extension(s).
- Written approval of the Enhancement Budget Request is required from both the Authorized User and the contractor.

2.8.5 EVALUATION TOOLS, CRITERIA AND WEIGHTING

The evaluation tools, criteria, and weighting must be finalized prior to the bid opening date. As a best practice, the Authorized User should finalize their evaluation tools, criteria, and scoring factors prior to mini-bid release.

2.8.6 MAINTENANCE AND SUPPORT

Maintenance/support services may be included as a part of an Authorized User's statement of work. Authorized Users are encouraged to utilize no cost time extensions to extend the length of available maintenance/support services.

Maintenance agreements may include the following:

- Scope of services
- Delivery and acceptance timeframes and procedures
- Time commitments & prioritization of services
- Preventive and corrective maintenance/support activities
- Service level agreements
- Service level agreement penalties/rewards; and
- Reporting requirements/problem escalation and follow-up procedures

2.8.7 ELIGIBILITY TO WORK

Authorized Users must remind contractors of their obligation to meet the requirements of contract section 7.5.2 - Eligibility to Work when issuing a mini-bid.

2.9 DISTRIBUTION OF MINI-BID

The Authorized User must distribute the mini-bid to all qualified contractors per lot(s) (unless a contractor has removed itself from consideration via the Attachment 14 - Mini-Bid Participation Interest Template).

Section 3. EVALUATION AND AWARD OF MINI-BIDS

3.1 EVALUATION OF MINI-BIDS

- The mini-bid must be evaluated based on the Authorized User's pre-defined methodology as it relates to project scope described in the mini-bid.
- Responses which include pricing in excess of the maximum "Not-To-Exceed" price on the contractor's pricelist must be found non-responsive by the Authorized User.
- Responses which include titles/descriptions not listed in a contractor's pricelist must be found non-responsive by the Authorized User.
- **Evaluation tools cannot be created and/or altered after bid opening.**
- All evaluation tools, notes, and extraneous items must be included in the Authorized User's procurement record.

3.2 NOTIFICATION OF MINI-BID RESULTS

The Authorized User must notify the tentative awardee and non-awardees of tentative mini-bid results in writing. This notification should also include debriefing language, availing all contractors fair and equal treatment with respect to an opportunity for debriefing.

3.3 NEGOTIATION WITH TENTATIVE AWARDEE

If desired, the Authorized User may enter into negotiations with the tentative awardee. The negotiations should include all aspects of the original scope and ensure that both the Authorized User and contractor have the full understanding of each other's roles and responsibilities of the project. The Authorized User should also negotiate to obtain the best price possible for the project.

The Authorized User and the contractor will develop a Project Plan from this mutual understanding. The Project Plan must be documented fully, including Deliverables/milestones, timeframes, dependencies, risk mitigation, roles and

responsibilities, payment points, knowledge transfer, and decision points. This documentation will be attached as backup to the Authorized User Agreement. The Authorized User Agreement may be an agreement, formal letter, purchase order, or another contractual document. It is recommended that the Authorized User Agreement be reviewed by the Authorized User's legal counsel.

Negotiation and finalization of a Project Plan must be provided to the Authorized User at no charge.

3.4 AT-RISK WORK PROHIBITED

An Authorized User is cautioned that at-risk work is strictly prohibited. No work must be undertaken by the contractor prior to receipt of the executed Authorized User Agreement. Additional information is available in the OSC Guide to Financial Operations, XI.2.F Timely Submittal of contracts -

<https://web.osc.state.ny.us/agencies/guide/MyWebHelp/Content/XI/2/F.htm>.

Section 4. CONTRACT NUMBER

4.1 OBTAIN CONTRACT NUMBER WITH SUFFIX

Authorized Users subject to SFS processing are required to contact the OGS Procurement Services contract Manager at ogs.sm.ps.pbidsbid@ogs.ny.gov prior to finalizing their project to obtain an individual contract identification number specific to each awarded mini-bid under this contract. Authorized Users who are not subject to SFS processing are strongly encouraged to follow the same process. The email should include the following information:

- Tentative contractor,
- Agency requesting contract number,
- Agency contact name,
- Agency contact email,
- contract Value (including any enhancement budget),
- contract start and end date,
- Brief description of work to be performed, and
- List of contractors who responded to the mini-bid solicitation (bidder list).

Authorized Users of the PBITS Centralized contract who are subject to SFS Processing for purchases from this contract must reference the contract ID provided by the PBITS contract Manager, on their requisition. The contract ID is:

- The Authorized User's business unit,
- the contract identification number the Authorized User receives from the PBITS contract Manager, and
- the Authorized User department ID.

For example, a Department of Transportation contract would look like: DOT01-PB665AB-1140284.

Business units should refer to the Guide to Financial Operations (GFO) [Chapter XI, Section 1– Procurement and contract Management Overview and Policies](#) for additional information about procurement contracts in the SFS.

Section 5. ALLOWABLE CHANGES AFTER AWARD

5.1 NO COST CHANGE REQUEST

A no cost change request may be initiated to amend a Deliverable without a cost increase to the Authorized User. No cost change requests must be submitted and agreed upon before the expiration of the Authorized User Agreement and require mutual written agreement between the Authorized User and contractor. The Authorized User may initiate the no cost change request by using Attachment 17 - No Cost Change Request Template.

The Authorized User reserves the right to reasonably amend a Deliverable, provided the amendment does not materially change the scope of the Deliverable, without a cost increase. Although the Authorized User has endeavored to identify many tasks associated with a Deliverable, additional tasks which 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.

5.2 NO COST TIME EXTENSION REQUEST

A no cost time extension may be initiated to extend an Authorized User Agreement without a cost increase to the Authorized User. No cost time extensions must be submitted and agreed upon before the expiration of the Authorized User Agreement and require mutual written agreement between the Authorized User and contractor. Either the Authorized User or contractor may request the no cost time extension by using Attachment 19 – No Cost Time Extension Request Template.

A no cost time extension may be utilized to extend the length of an Authorized User Agreement for any tasks already included in the Authorized User Agreement Scope of Work. This may include, but is not limited to, completion of deliverable(s), performance testing after completion of deliverable(s), continuing maintenance/support services, or implementing changes from no cost change requests and enhancement budget requests.

Upon completion of the no cost time extension request, the Authorized User must provide a copy of Attachment 19 – No Cost Time Extension Request Template to the OGS contract Manager at the Authorized User inbox – ogs.sm.pbits.authorizedusers@ogs.ny.gov.

An Authorized User Agreement may be extended up to three (3) times: the first extension may be up to one (1) calendar year, and the remaining two extensions up to six (6) months each. There will be no additional cost for any extensions. A maximum of three (3) no cost time extensions beyond the initial term of up to three years is permitted. An Authorized User Agreement may not be extended by more than a total of two (2) years. This may not be used to extend the time of staff augmentation under PBITS.

5.3 TRAVEL

When provided for in the mini-bid and resultant Authorized User Agreement, the Authorized Users may reimburse travel expenses. All rules and regulations associated with this travel can be found at <http://osc.state.ny.us/agencies/travel/travel.htm>. In no case will any travel reimbursement be paid that exceeds these rates. All travel will be paid only as part of a deliverable specified within the Authorized User Agreement and must be billed with that associated invoice with receipts attached.

The contractor shall receive prior approval from the Authorized User for any travel that occurs during the term of an Authorized User Agreement. Parking costs may not be paid by an Authorized User unless agreed upon in the Authorized User Agreement.

Unless otherwise specified in writing by the Authorized User, a vehicle will not be provided by Authorized User to the contractor for travel. Therefore, the contractor will be responsible for ensuring that the contractor has access to an appropriate vehicle (e.g., personal vehicle or rental vehicle) or common carrier with which to carry out any necessary travel.

For the contractor to obtain reimbursement for the use of a rental vehicle, such use must be justified as the most cost-effective mode of transportation under the circumstances (including consideration of the most effective use of time).

The contractor shall provide evidence of three (3) written or telephone price quotes, and the paid invoice must detail the type of vehicle rented, miles traveled, license plate number, and time of pickup and return. The contractor is responsible for keeping adequate records to substantiate any claims for reimbursement, by personnel for travel in performance of the services. Determinations regarding claims for reimbursement are at the sole discretion of the Authorized User.

Section 6. DOCUMENTATION

6.1 PROCUREMENT RECORD

Authorized Users must adhere to the procedures of this contract, their own internal procurement policies and procedures and all applicable federal, State and/or local statutes.

The following are examples of documentation that should be created and maintained by the Authorized User as part of a Procurement Record. This list is not meant to be all inclusive nor do all these items apply to all Authorized Users.

- Approved Plan To Procure (PTP);

- Approved requisition or purchase order;
- DOB 1184 Attachment A or B <https://www.budget.ny.gov/guide/bprm/b/b-1184.html>;
- Bid distribution and announcements;
- Pre-bid conference sign-in sheet and transcript;
- Bid protests and responses;
- Justification for rejecting bids or proposals;
- Blank contract document (including appendices);
- Questions & answers;
- Evaluation instruments;
- Completed evaluation score sheets & evaluation summary;
- Bid tabulation;
- Bidders list;
- Reasonableness of price;
- Price lists, if applicable;
- Awarded bid;
- Proposals received;
- If less than 3 bids received, No-Bid/No-Reply Survey;
- Any contractor correspondence (e.g. clarifications or negotiations);
- Rejected bids with justification;
- Tentative award notification;
- Non-award notification;
- Debriefing notes, if applicable;
- Authorized User (contract) Agreement; and
- Consultant Disclosure Form A & Form B Reporting Requirements.

6.2 OFFICE OF THE STATE COMPTROLLER

The following applies to Authorized Users subject to oversight by the Office of the State Comptroller:

In accordance with Section 112 of the State Finance Law, an Authorized User Agreement may not be valid, effective or binding upon the State until such Authorized User Agreement has been approved by the Office of the New York State Comptroller ("OSC"). Purchase orders or other procurement transactions issued under such Authorized User Agreement(s) may also be subject to OSC approval.

In instances where a mini-bid solicitation receives fewer than 3 bids, Authorized Users must send a no-bid canvas or survey to solicited Contractors that did not bid.

6.3 NEW YORK STATE PROCUREMENT GUIDELINES

Authorized Users are reminded that they must adhere to the procedures of this contract, their own internal procurement policies and procedures and all federal, state and/or local statutes, when applicable.

Additional information relating to a Best Value procurement and other procurement information is available at the OGS Buyer/Authorised User Information page - <https://ogs.ny.gov/procurement/buyer-information> .