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| **Authorized User Instructions for RFQ** |

This Request for Quote template document contains optional sections that should be used when the RFQ requires such sections, such as a Statement of Work, Question Period, or when the method of award is other than lowest cost.

**For the purchase of Lot 3 Cloud Solutions, use the separate template entitled Attachment 12, Part 3 - Request For Quote-Cloud Solutions.**

An Authorized User shall review and refer to the instructions set forth in “Attachment 11 - How to Use the Manufacturer Umbrella Contract,” prior to the completion of a Request for Quote (RFQ) document. Authorized Users should not hesitate to contact the OGS contract manager (<http://www.ogs.ny.gov/purchase/snt/awardnotes/7360022802can.HTM>) with any questions, concerns, or clarifications not addressed by the “Appendix G.a, How to Use the Manufacturer Umbrella Contract” document.

**Special Notes for Completing Specific RFQ Sections**

| **Section** | **Location** | **Instructions** |
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| Templates | All | When SKUs are identified by Authorized Users, use the “Attachment 12, Part 2 –Request for Quote - Financial Response” (Excel) to list SKUs, product description, and quantity.  <http://ogs.ny.gov/purchase/snt/awardnotes/7360022802TemplatePageCombo.pdf>  When Authorized User requires a Vendor to provide suggested SKUs and Products to meet a defined need, include as much information within this section in order for the vendor to propose SKUs and pricing. This may include but is not limited to equipment functionality and/or compatibility with existing Hardware and Software environment. |
| Special Delivery Instructions | Cover Page | Authorized Users may insert pertinent delivery information such as dock times, inside delivery, and security requirements*.* |
| **Optional**  Questions and Other Pre-Bid Events | Cover and Section D | Authorized User may include a Question Period for questions related to the RFQ.  If a Question Period is needed, include the due date and time within the RFQ Cover.  If a Question period is not needed, type “N/A” in the Question section of the cover and delete Section D of the RFQ.  Additional pre-bid events may also be included based on Authorized User requirements. |
| Basis for Award | Cover Page | For Best Value, technical weighting must not exceed 70% including consideration whether to use the quantitative factor set forth in State Finance Law section 163(1)(j),for small businesses, certified minority- or women-owned business enterprises, or service-disabled veteran-owned business enterprises. |
| E-Rate Eligible | Cover Page | Authorized User must indicate whether or not the resulting purchase is E-Rate eligible. See <http://ny.e-ratecentral.com> for additional information. |
| Attachments | Cover Page | In addition to the two items listed, an Authorized User should update this section to include any other attachments included with the RFQ and all the documents required from potential Bidders for a complete RFQ Response. |
| Scope / Mandatory Requirements | Section A | Authorized Users may provide items such as applicable statutory requirements, maintenance/service level agreements (SLAs), systems to be integrated, time commitments, prioritization of services, preventative and corrective maintenance activities, installation date requirements, and delivery deadlines, etc.  An Authorized User must include any additional requirements in its RFQ. An example of an additional requirement may be an increase in the insurance limits or a new insurance requirement. Like all Mandatory requirements, any Vendor not meeting the Mandatory insurance requirements shall be rejected. If the Authorized User increases or adds additional insurance requirements, then it is the responsibility of the Authorized User to ensure that these Mandatory requirements are met.  For Lot 4 Implementation requirements, describe the implementation services to be provided. Examples may include: Key Personnel Required, Key Personnel Change procedures, Hours required (per title and cost per title), Travel requirements (subject to NYS OSC travel policy), Materials and Supplies required for completion of implementation, Retainage (cannot exceed 25% of a deliverable cost), Unanticipated Enhancements (maximum is 20 % of negotiated quoted project cost), Projected time period for Implementation Services (maximum 60 month time period), Single Point of Contact (SPOC). *See “How to Use the Manufacturer Umbrella Contract” for Implementation requirements.* |
| **If Deliverable Based**  Statement of Work | Section B | This may include but is not limited to: Project Plan (milestones, timeframes, dependencies, roles/responsibilities, knowledge transfer, deliverable payment points, key personnel requirements, background check requirements, location where work is to be performed, risks and risk mitigation.) |
| **Optional**  Authorized User Terms and Conditions | Section C | In accordance with Appendix B, Section 28, Modification of Contract Terms, an Authorized User may add additional required terms and conditions to the RFQ and resultant Authorized User Agreement if they are more favorable to the Authorized User and do not conflict with or supersede the OGS Centralized Contract terms and conditions. Examples of additional required terms and conditions include:   * Expedited delivery timeframe * Additional incentives, such as discount for expedited payment/Procurement Card use * Any additional requirements imposed by the funding source * Non-Disclosure Agreement * Security Conditions * Response time |
| **Optional**  Downstream Prohibition | Section E | If any work resulting from the RFQ involves developing specifications, establishing a base for other applications or otherwise gaining information that would give a Contractor an unfair competitive advantage in a future procurement, this may result in the Contractor being precluded from further work (downstream prohibition) due to conflicts of interest. Authorized User shall provide notification of any downstream prohibitions known at the time the RFQ is released. It is in the interest of the Authorized User and the Contractor to explore these issues during the pre-award negotiations and review as the project progresses. See State Finance Law section 163-a and section 163 (2) for additional information on the statutory prohibitions. Non-State agency Authorized Users may have additional statutory prohibitions. |
| **Optional**  Dispute Resolution Process | Section F, 1.1 | Authorized User is responsible for deciding all disputes and protests pursuant to its policies or procedures. This section is an example of language that could be used if an Authorized User does not have a Dispute Resolution Policy. |

Delete Authorized User Instructions Prior to Distribution

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| **Cover Page - Request for Quote** |

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| **TO BE COMPLETED BY AUTHORIZED USER** | | | | | | | |
| **RFQ Title** |  | | | | | **RFQ Number** |  |
| **Authorized User Information:**  Agency Name  Street Address  City, State, Zip Code | | | | **Authorized User Delivery Information:**  Name  Street Address  City, State, Zip Code | | | |
| **Purchasing on Behalf of:**  Agency Name | | | |  | | | |
| **Special Delivery Instructions:** | | |  | | | | |
| **DESIGNATED CONTACTS** | | | | | | | |
| **Name(s)** | | | | | **E-Mail(s)** | | |
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| **Authorized User shall indicate if Procurement Lobbying Law/Restricted Period is in effect:  Yes  No**  *Where Procurement Lobbying Law is deemed applicable by the Authorized User, by signing, Vendor affirms that it understands and agrees to comply with the Authorized User’s policies and procedures relative to permissible contacts.  Information may be accessed at:  Procurement Lobbying:*  [*http://www.ogs.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.html*](http://www.ogs.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.html)*)* | | | | | | | |
| **RFQ LOTS**  **This RFQ is for Products from the following checked Lots as defined in Award # 22802 – Information Technology Umbrella Contract – Manufacturer Based (Statewide):**  **Lot 1 – Software  Lot 2 – Hardware  Lot 4 – Implementation\***  **The Authorized User named above is seeking competitive quotes from the Contractor (Manufacturer) and their Resellers (where applicable) of Information Technology Umbrella Contract – Manufacturer Based Contract(s) for the above-referenced Products, collectively referred to as the Bidders.**  \*If the RFQ includes Lot 4 – Implementation, Bidder must be authorized to respond in one of the below scenarios, prior to submitting a response to the RFQ,:   * hold an award for Lot 4 - Implementation * is an Authorized Reseller under a Contractor who holds an award for Lot 4 - Implementation * hold an award for other Lots included in the RFQ, which contain the services requested * is an Authorized Reseller under a Contractor who holds an award for other Lots included in the RFQ, which contain the services requested | | | | | | | |
| **QUESTION SESSIONS AND OTHER EVENTS**   |  |  |  | | --- | --- | --- | | **Event** | **Date** | **Time** | | RFQ Release Date |  | N/A | | Questions Due |  | EST | | Vendor Response Due Date |  | EST | | | | | | | | |
| **IS THE RFQ BIDDER POOL LIMITED TO M/WBE, SB, AND SDVOB VENDORS:**  Yes  No | | | | | | | |
| **BASIS FOR AWARD** | | Lowest Price Meeting Specified Technical Requirements  Lowest Price Meeting Specified Technical Requirements **and** Mandatory Pass/Fail Requirements  Best Value with Technical and Financial Score | | | | | |
| **E-RATE ELIGIBLE**  Yes (E-Rate Discounts are Required) \_\_\_\_\_\_\_%  No | | | | | | | |
| |  |  | | --- | --- | | **AUTHORIZED USER TYPE** | This Authorized User is defined as “State Agency” or “State Government” in Section 1.1.1 of the Solicitation | | | | | | | | |
| **ATTACHMENTS** | | * RFQ Financial Response (Excel) | | | | | |

The Authorized User will not be held liable for any cost incurred by the Bidders for work performed in the preparation of a response to this RFQ or for any work performed prior to the formal execution of an Authorized User Agreement. Responses to the RFQ must be received by the deadline specified above. Bidders assume all risks for timely, properly submitted deliveries. A Bidder is strongly encouraged to arrange for delivery of RFQ responses prior to the date of the RFQ opening. LATE RFQ responses may be rejected. The received time of a RFQ response will be determined by the Authorized User.

**All purchases resulting from this RFQ shall be in accordance with terms and conditions of the OGS Information Technology Umbrella Contract – Manufacturer Based Contract and any additional terms and conditions set forth in this RFQ and its Attachments.**

1. SCOPE/MANDATORY REQUIREMENTS

This RFQ is being distributed to the Contractor and Resellers (where applicable) to acquire the following:

[DESCRIBE NEED]

1. STATEMENT OF WORK

[DESCRIBE STATEMENT OF WORK]

1. AUTHORIZED USER Terms and Conditions

[DESCRIBE AUTHORIZED USER TERMS AND CONDITIONS]

1. QUESTIONS / DEVIATIONS

All questions shall be submitted in writing using “RFQ QUESTION/DEVIATION ATTACHMENT” citing the particular document name and document section. The questions shall be emailed to the Designated Contact E-Mail Address indicated on the Cover Page of this RFQ.

Bidders are strongly encouraged to submit questions as early as possible. However, all questions must be submitted by the Question due date and time listed on the Cover Page of this RFQ. Answers to all questions of a substantive nature shall be provided, in the form of a question and answer document, to all Bidders who received this RFQ.

1. DOWNSTREAM PROHIBITION

[DESCRIBE ANY DOWNSTREAM PROHIBITION RESTRICTIONS HERE]

1. AUTHORIZED USER DISPUTE RESOLUTION PROCESS

Should a dispute or protest arise regarding this RFQ, the dispute or protest will be considered and decided by the Authorized User.

*[THE LANGUAGE BELOW IS AN EXAMPLE OF LANGUAGE THAT COULD BE USED IF AN AUTHORIZED USER DOES NOT HAVE A DISPUTE RESOLUTION POLICY. DELETE THESE RED INSTRUCTIONS.]*

## Disputes or Controversies Occurring During the Term of the Authorized User Agreement.

In the event there is a dispute or controversy during the term of the Authorized User Agreement resulting from this RFQ, the Vendor and Authorized User agree to exercise their best efforts to resolve the dispute as soon as possible. The Vendor and Authorized User shall, without delay, continue to perform their respective obligations under the resulting Authorized User Agreement and this Centralized Contract which are not affected by the dispute. Primary responsibility for resolving any dispute arising under the Authorized User Agreement shall rest with the persons designated by the Authorized User and the Contract’s Contract Administrator and/or Account Manager.

In the event the Authorized User is dissatisfied with the Vendor’s Products provided under the Authorized User Agreement, the Authorized User shall notify the Vendor in writing pursuant to the terms of the Contract. In the event the Vendor has any disputes with the Authorized User, the Vendor shall so notify the Authorized User in writing. If either party notifies the other of such dispute or controversy, 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.

If negotiation between such persons fails to resolve any such dispute to the satisfaction of the parties within fourteen (14) business days or as otherwise agreed to by the Vendor and Authorized User, of such notice, then the matter shall be submitted to the persons designated by the Authorized User and the Vendor’s senior officer of the rank of Vice President or higher as its representative. Such representatives shall meet in person and shall attempt in good faith to resolve the dispute within the next fourteen (14) business days or as otherwise agreed to by the parties. This meeting must be held before either party may seek any other method of dispute resolution, including judicial or governmental resolutions. Notwithstanding the foregoing, nothing in this section shall be construed to prevent either party from seeking and obtaining temporary equitable remedies, including injunctive relief.

The Vendor shall extend the dispute resolution period for so long as the Authorized User continues to make reasonable efforts to cure the breach, except with respect to disputes about the breach of payment of fees or infringement of its or its licensors’ intellectual property rights.

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| **Manufacturer / Authorized Reseller Information** |

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| **This Page is to be Completed By the Manufacturer or Authorized Reseller Responding to the RFQ** | | | |
| *The RFQ Response must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this RFQ (including any Questions/Answers or addenda), the OGS Centralized Contract and that all information provided is complete, true and accurate. Quotes received by RFQ due date/time are binding and non-retractable for 120 days or as stipulated in the RFQ.* | | | |
| **Contract #** | **Manufacturer Name** | | **Authorized Reseller Name** |
| PM |  | |  |
| *Manufacturer or Reseller Signature: Date:* | | *Phone Number:*  *E-Mail:* | |
| *Printed or Typed Name:* | | *Title:* | |
| *If you are not providing a RFQ Response: place an “x” in the box, please clarify why you are not responding, and return this page only.*  WE ARE UNABLE TO RESPOND AT THIS TIME BECAUSE: | | | |

**After fully completing the information above, please submit this page via e-mail with “RFQ Financial Response” (Excel) to the Authorized User indicated on the Cover Page. Authorized User reserves the right to request the original executed page of this RFQ.**