

Cover Page – Request for Quote – Cloud Solution

RFQ Title	Finance and Accountability Metrics Dashboard	RFQ Number 2309
OGS Information: Name: Amber Risch, CMS 1 Office of General Services, Financial Administration Street Address: 32 nd Floor, Corning Tower, Empire State Plaza City, State, Zip Code: Albany, NY 12242		OGS Delivery Information: Name: Office of General Services, Financial Administration – Strategic Planning and Performance Execution Street Address: 32 nd Floor, Corning Tower, Empire State Plaza City, State, Zip Code: Albany, NY 12242
Special Delivery Instructions: N/A		
DESIGNATED CONTACTS		
Name(s)	E-Mail(s)	
Amber Risch (Primary)	Amber.Risch@ogs.ny.gov	
Diane Robinson (Alternate)	Diane.Robinson@ogs.ny.gov	
Mary Slusarz (Alternate)	Mary.Slusarz@ogs.ny.gov	
OGS shall indicate if Procurement Lobbying Law/Restricted Period is in effect: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Where Procurement Lobbying Law is deemed applicable by OGS, by signing, Contractor affirms that it understands and agrees to comply with OGS' policies and procedures relative to permissible contacts. Information may be accessed at: Procurement Lobbying:</i> 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): <input type="checkbox"/> Lot 1 – Software <input type="checkbox"/> Lot 2 – Hardware <input checked="" type="checkbox"/> Lot 3 - Cloud <input checked="" type="checkbox"/> 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. If the RFQ includes Lot 4 – Implementation, Contractor must prior to submitting a response to the RFQ either hold an award for Lot 4- Implementation or be able to provide the services under the other Lots included in the RFQ.		
LOT 3 – CLOUD DATA RISK LEVEL: <input checked="" type="checkbox"/> Low <input type="checkbox"/> Medium <input type="checkbox"/> High		
DATA CATEGORIZATION ELEMENTS:		
QUESTIONS AND OTHER EVENTS		
Event	Date	Time
RFQ Release Date	10/1/19	N/A
Questions Due	10/8/19	4:00 PM ET
Responses to Questions Due	10/16/19	N/A
Vendor Response Due Date	10/23/19	2:00 PM ET
IS THE RFQ BIDDER POOL LIMITED TO M/WBE, SB, AND SDVOB VENDORS: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
BASIS FOR AWARD <input checked="" type="checkbox"/> Lowest Price Meeting Specified Technical Requirements <input type="checkbox"/> Lowest Price Meeting Specified Technical Requirements and Mandatory Pass/Fail Requirements <input type="checkbox"/> Best Value with Technical and Financial Score		
E-RATE ELIGIBLE <input type="checkbox"/> Yes (E-Rate Discounts are Required) <input checked="" type="checkbox"/> No		

SERVICE MODEL FOR LOT 3 – CLOUD SOLUTION (check all that apply)	<input checked="" type="checkbox"/> Software as a Service (SaaS) <input type="checkbox"/> Platform as a Service (PaaS)	<input type="checkbox"/> Infrastructure as a Service (IaaS) <input checked="" type="checkbox"/> Anything as a Service (XaaS)
DEPLOYMENT MODEL FOR LOT 3 – CLOUD SOLUTION (Check all that apply)	<input type="checkbox"/> Private Cloud <input checked="" type="checkbox"/> Public Cloud <input type="checkbox"/> Other	<input type="checkbox"/> Community Cloud <input type="checkbox"/> Hybrid Cloud
APPLICABLE STATUTORY / POLICY REQUIREMENT	<input type="checkbox"/> None <input type="checkbox"/> CJIS <input type="checkbox"/> FERPA <input type="checkbox"/> FISMA <input type="checkbox"/> GLB <input type="checkbox"/> HIPAA <input type="checkbox"/> HITECH <input type="checkbox"/> Tax <input type="checkbox"/> PPI <input type="checkbox"/> PCI DSS <input type="checkbox"/> SOX <input type="checkbox"/> ECPA <input checked="" type="checkbox"/> Other: NYS Cyber Security Policy and related Standards	
CAIQ REQUIREMENT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
ATTACHMENTS	Attachment 1 – Acceptance Form Attachment 2 – Enhancement Request Form Attachment 3 - Request for Quote – Financial Response – Cloud Solution Attachment 4 – CAIQ Form	

OGS will not be held liable for any cost incurred by the Contractor for work performed in the preparation of a response to this RFQ or for any work performed prior to the issuance of a Purchase Order. Responses to the RFQ must be received by the deadline specified above. Contractors assume all risks for timely, properly submitted deliveries. A Contractor is strongly encouraged to arrange for delivery of RFQ responses prior to the date and time of the RFQ opening. Late RFQ responses may be rejected. The received time of an RFQ response will be determined by OGS.

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 Socrata, Inc. (“Socrata”) and their authorized Resellers pursuant to Socrata’s contract PM68129 under OGS award 22802 to acquire the following:

1.1. OVERVIEW

The Office of General Services (OGS) wants to transform how it accesses and uses data to improve decision making and reduce waste at all levels of the organization. Using cloud-based technology manufactured by Socrata, OGS seeks to develop a performance management program that emphasizes operational efficiency through improved access and utility of data. The performance management program will be supported by an internal self-service data experience for individuals across divisions within OGS and authorized users in other State agencies.

The project management for program units under the OGS Finance & Accountability (F&A) Umbrella will be under the direction of F&A’s Strategic Planning and Performance Execution who will direct and approve all work and assignments. OGS F&A staff and key agency staff from other divisions as needed will be trained on Socrata’s solutions supporting data centralization, access, analysis, automation, and reporting to support data-driven decision making across the enterprise. Starting with F&A’s Fleet Management Division, with services provided by the selected vendor, F&A will deploy a data-as-a-service solution that enables greater exploration, analysis and measurement of data and performance.

The vendor will provide OGS F&A staff with training on how to use Socrata’s products to develop a scalable Performance Management program that can be implemented across OGS’ divisions allowing front line employees up through senior executives to drive improvement based on a high-quality data.

OGS is looking for a cloud-based, SAAS provider that can create and support an environment that addresses the following needs:

1. Controlled internal and external data sharing that allows Administrators to control staff access and utility of data at granular levels.
 - a. Selective external or “open” data management in accordance with NYS ITS governance - <http://ny.github.io/open-data-handbook/OpenDataHandbook.pdf> .
 - b. Solution should include:
 - i. APIs to support data transfer from source systems to centralized hub.
 - ii. Central data cataloging and metadata management.
 - iii. Ability to geocode data and support self-created maps.
 - iv. FedRamp Moderate ATO.
 - v. Ability to create charts, stories, and reports.
 - c. Solution should allow end users to control access to data in the following ways:
 - i. Load data files only for access by the uploader of that data.
 - ii. Share uploaded data with other individual users of the data or defined groups of users.
 - iii. Share data broadly with all authenticated users of the solution en-masse.
 - iv. Make data publicly accessible to any authorized user who has a link to the data resource.
 1. The Solution must provide site administrators the ability to approve or reject datasets that are made publicly available.
 - v. The Solution must allow data owner the ability to create filtered, aggregated or otherwise transformed and edited views of the data that can be shared separately from the original and complete data asset.

- d. The Solution must enable site administrators to create customized user roles that control users' functional permissions on data assets to which they have access.
2. Flexible performance management solution that leverages raw data and solution APIs to create KPIs and dashboards to be used by leadership, division management, and program staff in daily and strategic operations.
3. Free-form reporting and storytelling that connects data, maps/charts, free form text, social media and other data assets, i.e. ArcGIS, PowerBI or Tableau assets.
4. A series of financial data discovery tools that help F&A staff understand and link financial activity with overall performance. Offerings should include:
 - a. Ability to easily visualize, search, and report on budget data.
 - b. Ability to easily visualize, search, and report on expenditure data.
 - c. Ability to easily visualize, search, and report on payroll data.
5. Ongoing Support and training resources to support expansion, utility, and staff turnover.
 - a. Resources should be available both live (online) and recorded to support employee self-service at all times.

OGS also requires that the bidder provide expert resources to implement and train key staff on how to use the solution to facilitate data-driven decision making through improved access, utility, and understanding of data and performance management outcomes.

Contractor will need to be experienced in automating data flow from source systems (including applications that use Microsoft SQL Server and homegrown access databases). The preponderance of data that will be loaded into the Socrata solution exists on Microsoft SQL Server 2012. Any use of web services for the data transfer will need to be passed through the ITS Akana API Gateway.

For the duration of an Authorized User Agreement, the Cloud Solution shall conform to the Cloud Solution Manufacturer's specifications, documentation, and performance standards (including applicable license terms, warranties, guarantees, Service Level Agreements, service commitments, and credits) as contained in Manufacturer's Information Technology Umbrella Contract, this RFQ, and the Authorized User Agreement.

1.2. GOALS AND OBJECTIVES

- A.** The project goals and objectives for the OGS Division of Fleet Management include but are not limited to:
1. Informing and educating OGS Fleet Management, OGS executives, and State Agency Fleet Managers with metrics that they can use to improve their fleet programs.
 2. Formalizing and publishing standards of measurement that are relevant to NYS government fleets.
 3. Increasing OGS Fleet Management's prominence and position in the organization to stand as the source of New York State government fleet metrics.
 4. Increasing OGS Fleet Management's ability to respond quickly and accurately to Chamber, Agency, and FOIL requests.
 5. Support OGS/Fleet Management in gaining the ability to run ad hoc and consistent reports** quickly and accurately on its own.

** Specific reporting deliverables, based on future scoping and preferred reporting formats, could include, but are not limited to the: EO166: EIA-106: Epact; Annual Reporting Data, Quarterly reports including the Statewide Accident Review Board and, OGS Safe Driver Program; Vehicle Utilization; PEV passenger vehicles vs. regular passenger vehicles; POV report.

- B. After the initial development of a performance management program for OGS Fleet Management, it is the expectation of OGS that additional performance management programs will be completed. The Contractor will assist OGS personnel with training, user acceptance testing, and on-going support and education relating to the additional implementations.

1.3. IMPLEMENTATION

Implementation is to be conducted on-site in Albany, NY.

The following items will be required for implementation:

1. Software will be purchased upon award. If project plan is not agreed upon within a reasonable time frame, software will be returned, and the purchase price for the software will be refunded.
2. A draft project plan for the OGS Division of Fleet Management outlining the projected timeline, budget, staffing levels, etc. will be provided by the Contractor within 21 days of contract award.
3. Deploy the solution, perform data automation, train OGS staff, and complete data visualizations within an estimated 12 weeks from the approval of the draft project plan for OGS Fleet Management.
4. Additional Divisions shall be onboarded to the technical solution and trained throughout the duration of the contract.

Implementation services cannot be subcontracted to the Manufacturer. Written weekly Progress reports shall be delivered by contractor to OGS. These will include detail regarding the use of hours, project status, contractor deliverable status, and OGS resources required for continued progress. One of the purposes of these reports will be to determine Go/No Go status for each deliverable. Unused implementation hours will be carried forward for future implementations.

2. ACCEPTANCE AND APPROVAL

The New York State Office of General Services must provide written acceptance of each implementation activity via Attachment 1 – Acceptance Form.

3. TERM

The contract commitment will be for one year with the option for continuation of a second year through November 29, 2021 if desired, with continuation notice to the vendor by the ninth month of the year.

A Purchase Order shall be issued upon award and subsequently at the beginning of each fiscal year. Quantities will be pro-rated for partial fiscal years.

4. UNANTICIPATED ENHANCEMENTS

An enhancement budget of no more than twenty percent (20%) shall be used in the event that the Contractor's Price requires an increase due to a change which is NOT inherent in the RFQ Scope of Work. An enhancement may be executed due to a result of changes in State or Federal law, regulation, policy or priorities, or improved technology or software, whereby OGS may, in its sole discretion, require that the Contractor use methods or processes or perform services NOT inherent in the RFQ SOW.

OGS will provide the Contractor with a written notice identifying the scope of work for an enhancement. The Contractor shall, within ten (10) business days of receipt of written notice from OGS identifying an enhancement, submit to OGS an enhancement proposal that includes a fixed price based on the number of

hours the Contractor has determined it will take to complete the enhancement. The Contractor's enhancement proposal shall also include any information requested in OGS' written notice. The Contractor may also propose enhancements. Any enhancement request shall be submitted and approved via Attachment 2 – Enhancement Request Form prior to the use of any enhancement budget.

OGS reserves the right to accept, reject, or request revisions to an enhancement proposal. OGS' review of an enhancement proposal will include a not to exceed total, based on an hourly rate bid that is reasonable and rational. OGS must approve an enhancement in writing prior to commencement of work by the Contractor on an enhancement. The Contractor will be required to track and submit reports during the performance of the enhancement showing the actual number of hours used for the reporting period.

The enhancement request process shall be available to OGS throughout the term of the contract resulting from this RFQ.

5. CLOUD SERVICE MODEL

OGS is seeking a cloud provided Software as a Service to provide data storage and analytical tools for research and reporting requirements.

6. CLOUD DEPLOYMENT MODEL

OGS does not have a required cloud deployment model. It can be a Public Model, a Hybrid Model, etc. The main requirement is that it meets FedRamp Moderate compliance and that all data is stored on CONUS at all times, including any back-ups of data.

7. DATA CATEGORIZATION

Low risk.

8. DATA OWNERSHIP

OGS shall own all right, title, and interest in Data.

9. DATA LOCATION

All Data shall remain in CONUS.

10. SECURITY

Must meet all applicable New York State Policies and standards for security. Please see <https://its.ny.gov/eiso/policies/security> for a full list of the NYS security policies.

Consensus Assessment Initiative Questionnaires (CAIQ) will be required – see Attachment 4.

11. MAINTENANCE/SUPPORT

Platinum.

12. INFRASTRUCTURE SUPPORT SERVICES

Infrastructure support services that do not directly or indirectly access Data may be provided in a Follow the Sun format.

13. AUTHENTICATION TOKENS

Contractor must comply with the Authentication token requirements as laid out in the NYS ITS Policy S14-006 Authentication Tokens Standard (or successor).

14. APPLICATION PROGRAM INTERFACE (API) OR SELF ELECTRONIC PORTAL

Must provide an API with instructions for use. All use of APIs and web services must run through the ITS Akana API Gateway platform.

15. STATEMENT OF WORK

Contractor's Project Team will provide technical support to assist F&A in the creation of a data and performance management program that leverages centralization and automation of NYS OGS operational and financial data to a single, flexible, secure, and cloud-based solution that empowers analysis, measurement, and utility of data in daily and strategic operations and in communication with residents, businesses, and the legislature.

Support services will initially focus on Fleet Services and related datasets:

- 1) Solution Deployment and Key Staff Training (SKU #SOC-SRV-00100, SKU #SOC-SRV-00300, SKU #SOC-SRV-00600).
 - a) Operational management and utility of data solution including:
 - i) Data centralization, data transfer, codification (SKU #SOC-OD-8*; SKU #SOC-DAT-125).
 - ii) Data-driven decision making - building goals/KPIs and related analytic materials (SKU #SOC-PR-8; SKU #SOC-GOL-50*).
 - iii) Designing and building dashboards, data reports, digital communication (SKU #SOC-ST-8; SKU #SOC-STA-12).
 - iv) Public communication tools or "open data".
 - v) Connection of key financial data to operational performance goals/KPIs
 - (1) Budgetary data (SKU #SOC-OB-8).
 - (2) Expenditure data (SKU #SOC-OE-8).
 - (3) Payroll data (SKU #SOC-PR-8).
 - vi) Key staff training (SKU #SOC-SRV-00100, SKU #SOC-SRV-00300).
- 2) Program Design and Management (SKU #SOC-SRV-00100, SKU #SOC-SRV-00300, SKU #SOC-SRV-00600).
 - a) Workflow mapping techniques to identify key data elements (SKU #SOC-SRV-00100, SKU #SOC-SRV-00300, SKU #SOC-SRV-00600).
 - (i) Assistance in the creation of internal report generation, visualizations, and internal and external dashboards.
 - b) Training of key staff to support and replicate solution across additional program areas and divisions.
- 3) Ongoing support and training on solution function, troubleshooting, and general coaching (SKU #SOC-PS-SUP-P; SOC-PS-EDU-S).

NOTE: * Up to two of this SKU will be purchased; one for internal data sharing and one for public data sharing.

16. TRANSFER OF DATA

OGS must be able to export data from the cloud solution as needed in a form acceptable to both parties; Comma Separated Vales (.CSV) files is one such option. At the completion of this contract, the vendor will return all data back to OGS in an agreed-to format. It is expected that such a large data transfer would be most efficiently accomplished through an electronic transfer, such as SFTP.

Contractor cannot charge for the transfer of Data unless the charges are provided for in response to this RFQ.

17. OGS TERMS AND CONDITIONS

17.1. OGS ACCESS TO DATA

OGS shall have access to its data at all times through the term of the Authorized User Agreement.

OGS shall have the ability to import or export data in piecemeal or in its entirety at OGS' discretion at no charge to OGS. This includes the ability for OGS to import or export data to/from other Contractors.

Data and reports can be shared with other agencies/users by creating authenticated users and teams ad hoc. OGS must be able to provision user accounts, group the accounts together as a team and only share to the team the relevant datasets or filtered views of data that they need.

17.2. CONTRACTOR ACCESS TO DATA

Protocol to be determined by OGS and the Contractor.

17.3. SUSPENSION OF SERVICES

During any period of suspension of service, OGS shall have full access to all Data at no charge. The Contractor shall not take any action to erase and/or withhold any OGS Data, except as directed by OGS.

17.4. EXPIRATION OR TERMINATION OF SERVICES

Upon expiration or termination of an Authorized User Agreement, OGS shall have full access to all data for a period of 60 calendar days at no charge. During this period, the Contractor shall not take any action to erase and/or withhold any data, except as directed by OGS.

17.5. ACCESS TO SECURITY LOGS AND REPORTS

The information as defined in the [NYS Logging Standards](https://its.ny.gov/sites/default/files/documents/nys-s14-005_security_logging_5.pdf) https://its.ny.gov/sites/default/files/documents/nys-s14-005_security_logging_5.pdf must be captured regularly in contractor's logs and must be provided on request. Contractor will work with the state to define saved reports that can be run and provided upon request as .csv data files.

17.6. MODIFICATION TO CLOUD SERVICE DEPLOYMENT MODEL, SERVICE MODEL, AND/OR INITIAL FUNCTIONALITY WITHIN AN AUTHORIZED USER AGREEMENT

As Cloud services can be flexible and dynamic, delivery mechanisms may be subject to change. This may result in changes to the deployment model, service model, functionality, or SKU. OGS requires notification of any such changes to ensure security and business needs are met.

Notification must be provided to OGS for review and acceptance, prior to implementation. Any changes to the Authorized User Agreement will require OGS to re-assess the risk mitigation methodologies and strategies and revise the Authorized User Agreement as needed.

18. QUESTIONS

There will be an opportunity for submission of questions and/or requests for clarification. Questions and/or clarifications must be submitted via email to the Designated Contact:

Amber Risch, Contract Management Specialist I
OGS Division of Financial Administration
ESP, Corning Tower, 32nd Floor
Albany, NY 12242
E-mail: amber.risch@ogs.ny.gov

All questions should cite the particular page, section, and paragraph number, where applicable. Please submit questions as early as possible following receipt of the RFQ. The final deadline for submission of any questions/clarifications regarding this RFQ is listed in the “Questions and Other Events” section. Questions received after the deadline may not be answered. OGS will distribute an addendum with all Questions and Responses to Questions via email on or about the date listed in the “Questions and Other Events” section to the Primary Contact Person for all contractors.

Contractors 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 to all Contractors who received this RFQ in the form of a question and answer document.

19. DOWNSTREAM PROHIBITION

Not Applicable.

20. OGS DISPUTE RESOLUTION PROCESS

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

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

During the term of the contract, if either party notifies the other of a dispute or dissatisfaction, the other party will make a good faith effort to solve or settle the dispute amicably, including meeting with the other party to diligently attempt to reach a satisfactory result. In the event of a dispute, the parties will continue to fulfill their obligations hereunder during the dispute resolution process. The parties agree to proceed in good faith to avoid disputes and resolve disputes that cannot be avoided at the lowest level possible. If party representatives are unable to resolve the dispute or reach a satisfactory result within twenty days of written notice of a dispute, the dispute will be referred to successive higher levels of each organization for final decision.

21. PRICE

Proposers must submit their cost proposal for required services necessary to provide the State with the required deliverables using RFQ Attachment 3 - Request for Quote – Financial Response – Cloud Solution. Any additions, incompletions, altering qualifiers, assumptions or clarifications to the cost proposal form may result in rejection of the proposal.

Proposer shall respond to the Financial Response document using SKU numbers included and approved on their pricelist as of the due date of this RFQ.

Price shall be inclusive of all costs including licenses, insurance, administrative, profit and other ancillary costs; all labor and equipment cost; all administrative, reporting or other requirements; all overhead costs and profit. Details of service not explicitly stated in these specifications, but necessarily attendant thereto are deemed to be understood by the Contractor and included herein. Prices must reflect, at a minimum, the bidder's minimum product category discount contained in the bidder's contract for this group/award.

The State will purchase some, all or more of the quantities of the products and services detailed in the Financial Response (see Excel spreadsheet Attachment 3) over the contract period, but not necessarily at one time. The State requires that the prices be held for the contract period.

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

22. METHOD OF PAYMENT

Invoices will be processed in accordance with established procedures of the Office of General Services and the Office of the State Comptroller (OSC) and payments will be subject to the prompt payment provisions of Article XI-A of the New York State Finance Law.

Each company invoice **must** be itemized and include the following information: Name of NYS agency being billed; Contract ID number; Purchase Order number; Vendor name; Company FEIN; Vendor ID number; a unique invoice number; SKU number(s), date(s) of service(s), the specific implementation item(s) worked on including number of hours per SKU, and total cost; and dollar amount requested in accordance with contract or PO rates.

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

All Invoices are to be submitted for payment to:

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

Or email: Accountspayable@ogs.ny.gov

23. EXTRANEEOUS TERMS

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

Bidders wishing to obtain an exemption or waiver for any part of this solicitation must contact the Issuing Office in writing by the ‘Questions Due Date’ as identified in “QUESTIONS AND OTHER EVENTS” on page one (1) of this solicitation. The request must cite the specific section and requirement in question, and clearly identify any proposed alternative. Requests will be considered and responded to in writing, either with the ‘Answers to Questions’ as identified in in “QUESTIONS AND OTHER EVENTS” on page one (1) of this solicitation (if the response results in a change to the solicitation), or directly to the requesting vendor.

24. PROCUREMENT RIGHTS

The State of New York reserves the right to:

1. Reject any and all proposals received in response to this Solicitation.
2. Disqualify a Proposer from receiving the award if the Proposer, or anyone in the Proposer's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
3. Correct Proposers’ mathematical errors and waive or modify other minor irregularities in proposals received, after prior notification to the Proposer.
4. Adjust any Proposer's expected costs of the bid price based on a determination of the evaluation committee that the selection of the said Proposer will cause the State to incur additional costs.
5. Utilize any and all ideas submitted in the proposals received.
6. Negotiate with Proposers responding to this Solicitation within the Solicitation requirements to serve the best interests of the State.
7. Begin contract negotiations with another bidding Contractor(s) in order to serve the best interests of the State of New York should the State of New York be unsuccessful in negotiating a contract with the selected Contractor within 21 days of selection notification.
8. Waive any non-material requirement not met by all Proposers.
9. Not make an award from this Solicitation.
10. Make an award under this Solicitation in whole or in part.
11. Make multiple contract awards pursuant to the Solicitation.
12. Have any service completed via separate competitive bid or other means, as determined to be in the best interest of the State.
13. Seek clarifications of proposals.
14. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the solicitation.
15. Prior to the bid opening, amend the solicitation specifications to correct errors or oversights, or to supply additional information, as it becomes available.
16. Waive any requirements that are not material.

17. In the event of a tie bid, the names of the tie bidders will be placed in a hat or a similar vessel, a name will be randomly drawn from that hat or similar vessel, and that vendor will be declared the winner.

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

25. WARRANTIES

Contractor warrants that the services acquired under this Contract will be provided in a professional and workmanlike manner in accordance with industry standards.

All materials and workmanship provided under this contract shall be warranted for a minimum of one year. Where Contractor, Product manufacturer or service provider generally offers additional or more advantageous warranties, such additional or more advantageous warranty shall apply. All warranties contained in this Contract shall survive the termination of this Contract.

25.1. IT Service Level Warranty

Awarded Contractor shall provide the following Warranties:

1. Loss of service fee for lack of access to the system for more than 1 hour - \$100 per incident (up to \$1,800 in one calendar month).

25.2. Warranty IT System Availability

Contractor shall guarantee uptime of 99.7% excluding scheduled maintenance. OGS requires that scheduled maintenance occur outside of normal business hours (Monday through Friday, 7 a.m. to 6 p.m. ET). Scheduled maintenance shall not exceed ten hours per month. By the 15th of each month, Contractor shall provide a detailed analysis of any down time during the previous month.

25.3. System Changes

The Contractor shall give a minimum of five (5) business days advance notice to the designated OGS contact of any upgrades, maintenance or other material system changes that will impact services as provided in the contract. All such changes must be coordinated with OGS. Contractor shall test any system changes prior to pushing to production environment. Upgrades, maintenance or other system changes should be implemented outside of normal business hours (Monday through Friday, 7 a.m. to 6 p.m. ET), unless express written approval is received from OGS prior to change being made.

RFQ 2309 – ATTACHMENT 1

Acceptance Form

ACCEPTANCE FORM FOR:	Date:
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Contractor Statement of Submission

[Provide description of items for acceptance and include information in the table below]

Date	Description

Resources Used for Deliverable			
Job Title	Hourly Rate	Number of Hours	Cost

Contractor Details

Submitted by: Name/Title	
Signature of Contractor:	
Date Delivered:	

NYS Statement of Acceptance

<input type="checkbox"/> Accepted	<input type="checkbox"/> Accepted with Exceptions	<input type="checkbox"/> Not Accepted
Exceptions or Reason for Rejection:		
Accepted by: (Name/Title)		
Signature:		Date:

RFQ # 2309 – ATTACHMENT 2

Enhancement Request Form

Enhancements refer to additional functionality unknown to OGS at the time of Mini-Bid release. Written approval is required from both the Contractor and OGS for the enhancement request.

INITIATOR OF PROPOSED ENHANCEMENT			
Name	Project Role	Phone Number	E-Mail
Project Title			Request Date

DESCRIPTION OF PROPOSED ENHANCEMENT
Description of Proposed Enhancement
Reason for Enhancement and Impact of Not Making Enhancement

CONTRACTOR RESPONSE	
Description	Proposed Cost (Contractor Must Provide Supporting Documentation)
Contractor Description of Proposed Enhancement	
Complexity	
Impact on Operations	

CONTRACTOR ENHANCEMENT REQUEST REVIEW				
Name	Role	Recommendation (Approved/Rejected)	Signature	Date

Proposed Change is ☐ Approved ☐ Rejected by Contractor

Signature: _____ **Title:** _____

Printed Name: _____ **Date:** _____

Comments (Add attachments as necessary)

OGS ENHANCEMENT REQUEST REVIEW				
Name	Role	Recommendation (Approved/Rejected)	Signature	Date

Proposed Change is ☐ Approved ☐ Rejected by OGS

Signature: _____ **Title:** _____

Printed Name: _____ **Date:** _____

Comments (Add attachments as necessary)

Manufacturer / Authorized Reseller Information

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.

Contract #	Manufacturer Name	Authorized Reseller Name
<i>Manufacturer or Reseller Signature:</i> <i>Date:</i> <i>Phone Number:</i> <i>E-Mail:</i>		
<i>Printed or Typed Name:</i>		<i>Title:</i>

If you are not providing a RFQ Response, place an "x" in the box, please explain 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 "Request for Quote – Financial Response – Cloud Solution" (Excel Spreadsheet Attachment 3) and the "CAIQ" form (Excel Spreadsheet Attachment 4) to the OGS Primary Designated Contact's email indicated on the Cover Page. Note, this must be received by OGS by the deadline indicated on the Cover Page. OGS reserves the right to request the original executed page of this RFQ.