

ATTACHMENT 7c – RFQ TEMPLATE

This RFQ Template should be used by Authorized Users for any Request for Quotation (RFQ). Authorized Users should tailor this RFQ Template to meet their needs. Some sections of this RFQ Template may not be relevant to all Authorized Users.

For RFQs that include a Physical Service Connection Charge Authorized Users must complete and include an Attachment 7e – RFQ Physical Service Connection Checklist.

An Authorized User shall review and refer to the instructions set forth in Attachment 7 – How to Use prior to completing an RFQ. Authorized Users should not hesitate to contact the OGS Contract Manager with any questions, concerns, or clarifications not addressed by the Attachment 7 – How to Use.

Additional Authorized User Instructions for Completing Specific RFQ Sections

Section	Location	Instructions
Special Delivery Instructions	Cover Page	Authorized Users may insert pertinent delivery information and security requirements.
Optional Questions and Other Events	Cover and Section D	Authorized User may include a Question Period for questions related to the RFQ. If a <u>Question Period is needed</u> , include the due date and time within the RFQ Cover. If a <u>Question period is not needed</u> , type "N/A" in the Question section of the cover and delete Section D of the RFQ. Additional 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 or MWBE businesses.
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 RFQ Financial Response listed on the Cover Page below, an Authorized User should update this section to include any other attachments included with the RFQ and all the documents required from Contractors for a complete RFQ Response.
Scope / Mandatory Requirements	Section A	When SKUs are identified by Authorized Users they shall include the SKUs, Service description, and quantity. When Authorized User requires a Contractor to provide suggested SKUs and Services to meet a defined need, include as much information within this section for the Contractor to propose SKUs and pricing. Regardless if the SKUs are identified or not, Authorized Users may also provide mandatory requirements 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/or deadlines.
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 the Contract an Authorized User may add additional required terms and conditions to the RFQ and resulting Authorized User Agreement. Examples of additional required terms and conditions include: <ul style="list-style-type: none"> • 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

Section	Location	Instructions
<p>Optional Downstream Prohibition</p>	<p>Section E</p>	<p>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.</p>
<p>Optional Dispute Resolution Process</p>	<p>Section F, 1.1</p>	<p>Authorized User shall be 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.</p>

Delete Authorized User Instructions Prior to Distribution

SAMPLE

Cover Page – Request for Quotation (RFQ)

[This page must be completed by the Authorized User.]

RFQ Title	RFQ Number												
Authorized User Information: Name Street Address City, State, Zip Code	Authorized User Delivery Information: Name Street Address City, State, Zip Code												
Special Delivery Instructions:													
DESIGNATED CONTACTS													
Name(s)	E-Mail(s)												
<p>Authorized User shall indicate if Procurement Lobbying Law/Restricted Period is in effect: <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Where Procurement Lobbying Law is deemed applicable by the Authorized User, by signing, Contractor 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:</i> http://www.ogs.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.html</p>													
QUESTIONS AND OTHER EVENTS													
<p>This RFQ is for Services from the following checked Lots as defined in Award # 23100 – Telecommunication Connectivity Services (Statewide and Regional):</p> <p style="text-align:center;"> <input type="checkbox"/> Lot 1 Voice Connectivity Services <input type="checkbox"/> Lot 2 Data Connectivity Services <input type="checkbox"/> Lot 3 Mobile Communication Connectivity Services </p> <p>The Authorized User named above is seeking competitive quotes from the Contractors of the Telecommunication Connectivity Services Contract(s) for the above-referenced Services.</p>													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:40%;">Event</th> <th style="width:30%;">Date</th> <th style="width:30%;">Time</th> </tr> </thead> <tbody> <tr> <td>RFQ Release Date</td> <td></td> <td>N/A</td> </tr> <tr> <td>Questions Due</td> <td></td> <td>EST</td> </tr> <tr> <td>Vendor Response Due Date</td> <td></td> <td>EST</td> </tr> </tbody> </table>		Event	Date	Time	RFQ Release Date		N/A	Questions Due		EST	Vendor Response Due Date		EST
Event	Date	Time											
RFQ Release Date		N/A											
Questions Due		EST											
Vendor Response Due Date		EST											
<p>BASIS FOR AWARD <input 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</p>													
<p>E-RATE ELIGIBLE <input type="checkbox"/> Yes (E-Rate Discounts are Required) <input type="checkbox"/> No</p>													
<p>ATTACHMENTS</p> <ol style="list-style-type: none"> 1. RFQ Financial Response (Excel) 2. Optional: RFQ Service Connection Checklist (Excel) 													

The Authorized User will not be held liable for any cost incurred by the Contractor for work performed in the preparation of a Quote to this RFQ or for any work performed prior to the formal execution of an Authorized User Agreement. Quotes to the RFQ must be received by the deadline specified above. Contractors assume all risks for timely, properly submitted deliveries and/or installations. Contractors are strongly encouraged to arrange for delivery of a Quote prior to the date of the RFQ opening. Late Quotes may be rejected by the Authorized User. The received time of a Quote will be determined by the Authorized User.

All purchases resulting from this RFQ shall be in accordance with terms and conditions of the OGS Telecommunication Connectivity Services Contract and any additional terms and conditions set forth in this RFQ and its Attachments.

A. SCOPE/MANDATORY REQUIREMENTS

This RFQ is being distributed to Contractors to acquire the following:

[DESCRIBE NEED]

B. STATEMENT OF WORK

[DESCRIBE STATEMENT OF WORK]

C. AUTHORIZED USER TERMS AND CONDITIONS

[DESCRIBE AUTHORIZED USER TERMS AND CONDITIONS]

D. QUESTIONS

All questions shall be submitted in writing using “QUESTION ATTACHMENT” [to be developed by the Authorized User] citing the 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.

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.

E. DOWNSTREAM PROHIBITION

[DESCRIBE ANY DOWNSTREAM PROHIBITION RESTRICTIONS HERE]

F. 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]

1.1 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 Contractor and Authorized User agree to exercise their best efforts to resolve the dispute as soon as possible. The Contractor and Authorized User shall, without delay, continue to perform their respective obligations under the resulting Authorized User Agreement and the OGS Telecommunication Connectivity Services 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 Contractor's Services provided under the Authorized User Agreement, the Authorized User shall notify the Contractor in Writing pursuant to the terms of the resulting Authorized User Agreement and the OGS Telecommunication Connectivity Services Contract. 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 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 diligently attempt 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 Contractor and Authorized User, of such notice, then the matter shall be submitted to the persons designated by the Authorized User and the Contractor'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 Contractor 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.

SAMPLE

Contractor Information

This page must be completed by the Contractor 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 #	Contractor Name	
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Contractor Signature:	Date:	Phone Number: E-Mail:
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Printed or Typed Name:	Title:
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If you are not providing an 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 email to the Authorized User with any Attachments indicated on the Cover Page. Authorized User reserves the right to request the original executed page of this RFQ.