

# Authorized User Instructions for an RFQ

An Authorized User shall review and refer to the instructions set forth in “How to Use the Distributor Umbrella Contract,” prior to the completion of a Request for Quote (RFQ) document. It is recommended to use the Financial Template along with this document. <https://online.ogs.ny.gov/purchase/snt/awardnotes/7360022876RFQTemplates.pdf>

Authorized Users should not hesitate to contact the OGS contract manager with any questions, concerns, or clarifications not addressed by the “How to Use the Distributor Umbrella Contract” document. <https://ogs.ny.gov/award-22876>

## Additional Authorized User Instructions for Completing Specific RFQ Sections

Section	Location	Instructions
Special Delivery Instructions	Cover Page	Authorized Users may insert pertinent delivery information such as dock times, inside delivery, and security requirements.
E-Rate Eligible	Cover Page	Authorized User must indicate whether or not the resulting purchase is E-Rate eligible. See <a href="http://ny.e-ratecentral.com">http://ny.e-ratecentral.com</a> for additional information.
Attachments	Cover Page	In addition to the Financial Template listed, an Authorized User should update this section to include the list of attachments included with this RFQ and to specify the documents required from Contractors for a complete RFQ Response.
Scope / Mandatory Requirements	Section A	<p>OGS recommends providing detailed information within this section defining the Authorized User’s need. An Authorized User should provide factors such as, but not limited to:</p> <ul style="list-style-type: none"> <li>• Product Name, Product Description, Product SKU;</li> <li>• Quantity Required;</li> <li>• Contacts at the Manufacturer;</li> <li>• Software license numbers, if procuring a Software renewal;</li> <li>• Functionality and/or compatibility with existing Hardware/Software environment;</li> <li>• Systems to integrate with;</li> <li>• Prioritization of services;</li> <li>• Time commitments;</li> <li>• Installation date requirements;</li> <li>• Maintenance/Service level agreements (SLAs); and</li> <li>• Preventative and corrective Maintenance activities.</li> </ul> <p>Providing detailed information in this section is essential when the Authorized User requires Contractors to provide suggested SKUs and Products to meet a defined need and does not provide the Contractor with Product Information on the accompanying Attachment 1 Financial Template (Excel).</p>
<b>Optional</b> Authorized User Terms and Conditions	Section B	<p>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 terms and conditions include:</p> <ul style="list-style-type: none"> <li>• Expedited delivery timeframe;</li> <li>• Additional incentives, such as discount for expedited payment/Procurement Card use;</li> <li>• Any additional requirements imposed by the funding source;</li> <li>• Non-Disclosure Agreement;</li> <li>• Security Conditions;</li> <li>• Applicable statutory requirements; and</li> <li>• Requiring the Contractor to hold pricing for a specified timeframe.</li> </ul>
<b>Optional</b> Dispute Resolution Policy	Section C, 1.1	This section is an example of language that could be used if an Authorized User does not have a Dispute Resolution Policy.

### General Information for Authorized Users

Pass-Through Terms and Conditions	Software and/or Hardware offered through this Contract is generally offered with “click through”, “shrink wrap” or other pass-through terms and conditions imposed by the Product Manufacturer. <b>OGS has NOT reviewed or approved these “click through”, “shrink wrap” or other pass-through terms and conditions.</b> An Authorized User looking to acquire Software and/or Hardware under this Contract must review the terms and conditions associated with the Products. The Authorized User must ask if “click through”, “shrink wrap” or other pass-through terms and conditions are present, and if so, the Authorized User is responsible for having its agency counsel review and approve such terms and conditions prior to ordering the Software and/or Hardware. If the terms and conditions are not acceptable to agency counsel, it is the responsibility of such agency counsel to negotiate any needed amendments with the Distributor and/or Manufacturer.
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**Delete Authorized User Instructions and Language  
Within Brackets in The Sections Below  
Prior to Distribution**

# Cover Page - Request for Quote

## TO BE COMPLETED BY AUTHORIZED USER

<b>RFQ Title</b>	<b>RFQ Number</b>
<b>Authorized User Information:</b> Name Street Address City, State, Zip Code	<b>Authorized User Delivery Information</b> Name Street Address City, State, Zip Code
<b>Special Delivery Instructions:</b>	

## DESIGNATED CONTACTS

Name(s)	E-Mail(s)

**Authorized User shall indicate if Procurement Lobbying Law/Restricted Period is in effect:**  Yes  No  
*Executive State agencies and certain other entities are required to comply with Procurement Lobbying Law which requires the inclusion of a Restricted Period in procurements. If an Authorized User is not certain whether or not they are required to include a Restricted Period, please use the below link for additional information resources. 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:*  
<https://ogs.ny.gov/acpl>

## KEY EVENTS/ DATES

The Authorized User named above is seeking competitive Quotes from the Contractors (where applicable) of Information Technology Umbrella Contract – Distributor Based Software and Hardware Contract(s). This RFQ is for Products from the following checked Lot(s) as defined in Award # 22876 – Information Technology Umbrella Contract – Distributor Based Software and Hardware (Statewide):

- Lot 1A – Software purchases up to \$10,000     Lot 1B – Software purchases \$10,000 & above  
 Lot 2A – Hardware purchases up to \$10,000     Lot 2B – Hardware purchases \$10,000 & above

Event	Date	Time
RFQ Release Date		N/A
Vendor Response Due Date		EST

**E-RATE ELIGIBLE:**  Yes (E-Rate Discounts are Required)  No

**ATTACHMENTS**    • Attachment 1 - Financial Template (Excel)

The Authorized User 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 formal execution of an Authorized User Agreement. 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 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 – Distributor Based Software and Hardware Contract(s) and any additional terms and conditions set forth in this RFQ and its Attachments.**

**Contractors should be aware of “click through”, “shrink wrap” or other pass-through terms and conditions that will be imposed by the Product Manufacturer and if present, are encouraged to provide them to the Authorized User in their response to this RFQ.**

**The Authorized User reserves the right to require the Contractor to supply a copy of the quote the Contractor received from the Manufacturer or Reseller for any Products included in this RFQ.**

## **A. SCOPE/MANDATORY REQUIREMENTS**

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

[DESCRIBE NEED]

## **B. AUTHORIZED USER TERMS AND CONDITIONS**

[DESCRIBE AUTHORIZED USER TERMS AND CONDITIONS]

## **C. AUTHORIZED USER INFORMAL DISPUTE RESOLUTION PROCESS**

Should a protest be submitted by a Contractor regarding this RFQ, the 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 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 Contractor's Products provided under the Authorized User Agreement, the Authorized User shall notify the Contractor in writing pursuant to the terms of the 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 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 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.

# Contractor Information

**This Page is to 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.*

<b>Contract #</b>	<b>Contractor Name</b>	
<i>Contractor 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 Attachment 1 Financial Template (Excel) and if applicable, any Manufacturer terms and conditions related to the Product(s) included in this response to the Authorized User indicated on the Cover Page. Authorized User reserves the right to request the original executed page of this RFQ.**