

A. SCOPE / MANDATORY REQUIREMENTS

The purpose of this Request for Quotes (RFQ) is to obtain best and final pricing for Lot #3 – Cloud. The Office of Information Technology Services (ITS) is seeking quotes on the attached product list. ITS is issuing this RFQ to the current Contractors under Group 73600, Award 22802 on IT Umbrella Contract PM67305. The listing of items sought under this RFQ is detailed in Attachment 1 – Umbrella Manufacturer Bid Response for the term of five (5) years with purchase orders issued on an annual basis. ITS requires that the price be held firm for the term of the agreement.

This RFQ is being distributed to the Contractor and Resellers to acquire the following:

1. SCOPE

NYS wishes to procure a software platform which will streamline and expedite the process by which Freedom of Information Law (“FOIL”) requests are submitted, received, reviewed, and answered. This software platform will be available for use by NYS Executive agencies and authorities. The list of executive agencies who may use the platform are listed in Exhibit 1 (hereinafter referred to collectively as NYS Agencies). The list of agencies is subject to change during the term of the agreement.

A person wishing to submit a FOIL request may do so using a standard form that is accessible from each agency or authority’s website. A FOIL requestor may submit requests by logging in to the software platform. A requestor who creates an account and logs into the system before submitting a FOIL request will also be able to track previous FOIL requests they have submitted. A requestor may also submit a request without logging in if they so choose.

The software platform will provide for internal agency review and coordination on records request as well as redaction records as necessary. The platform will also provide for correspondence with requesters. The software platform will not only facilitate more expeditious responses to FOIL requests but will also allow the agencies and authorities to track pending FOILs, and easily view other data relating to previously received FOIL requests.

The Contractor shall provide an annual subscription service with the following features included:

- Enterprise FOIL solution
- User model:
 - Unlimited public and agency users
 - 2000 Redaction licenses
 - Single sign-on using ADFS/Azure AD; alternatively, can also use multi-factor authentication in place of single sign-on
- User support:
 - Unlimited support for all users
 - Web based training for each agency. Specific training for each agency user type: Admin users, end users, and redaction
 - Common Public user support as a standard offering
 - A super-user level role, as designated by the State, that will enable each agency tenant. Since all agencies will be in the same vendor system, there needs to be a higher-level user above the agency admin role. This user role may have other capabilities as needed per the vendor.
- Appeals feature so that the public can appeal a FOIL result.
- 10TB of initial storage. This can be expanded as needed with additional per TB cost.
- PST email extraction
- Payments
 - The vendor will provide the ability for each agency tenant to have their own online payment vendor.
 - The vendor will integrate the solution as needed with each agency’s payment vendor.
- The service must provide a means for the public to upload documents as part of their submissions. The vendor will provide attachment search capability with image to text conversion (ICR/OCR).
- A module to allow advanced customer tracking.
- Functionality to allow document review and redaction
- Customizable templates to facilitate correspondence with FOIL requestors

- Separate onboarding for each executive agency to include agency-specific implementation and configuration. This implementation will include individual sessions with each agency. The data collection needs of each agency will be identified, and these data fields will be part of the custom configuration.
- Ad-hoc reporting capability for certain agency users.
- The system shall not commingle agency user Data. Users from one agency must not be able to access Data from other agencies.

For the duration of the Authorized User Agreement, the cloud solution/product shall conform to the Cloud Solution Manufacturer's specifications, Documentation, performance standards (including applicable license terms, warranties, guarantees, Service Level Agreements, service commitments, and credits). Such Manufacturers specifications, Documentation, performance standards (including applicable license terms, warranties, guarantees, Service Level Agreements, service commitments, and credits) shall not conflict with the terms and conditions of this RFQ and the Information Technology Umbrella Contract – Manufacturer Based (Statewide). In the case of any conflict among these documents the terms and conditions of the RFQ and Information Technology Umbrella Contract – Manufacturer Based (Statewide) will take precedence.

2. CLOUD SERVICE MODEL

The goal is for this to be an enterprise system for all executive agencies.

Software as a Service (SaaS)

3. CLOUD DEPLOYMENT MODEL

Public Deployment Model

The vendor will fully host the cloud solution. This includes the public facing portal and NYS agency workflow.

4. DATA CATEGORIZATION

The data classification/level of risk for this procurement has been determined to be **High**. As such, Contractor will be required to provide insurance coverage at the "High" level as found in Appendix J to the OGS Information Technology Umbrella Contract – Manufacturer Based (Award 22802). This includes Data Classification (Confidentiality and Integrity), Identity Assurance, Authenticator Assurance and Federation Assurance.

5. DATA OWNERSHIP

The Authorized User shall own all right, title and interest in Data.

6. DATA LOCATION

All Data shall remain in CONUS.

7. ENCRYPTION

Contractor shall use appropriate means to preserve and protect State Data. This includes, but is not limited to, use of stable storage media, regular data backups and archiving, password protection of volumes, and data encryption. All Data transmitted between the State and the Contractor must comply with NYS ITS Standard NYS-S14-007 Encryption Standard (<http://its.ny.gov/document/encryption-standard>).

8. SECURITY

The Contractor will need to meet all NYS ITS security policies and standards based on the specified data classification. These may be found at: <https://its.ny.gov/ciso/policies/security>.

If the cloud-based system will contain or process un-redacted documents, the system must be compliant with all compliance domains applicable to all NYS Agencies, including but not limited to those listed above. As part of its bid, the vendor must indicate if any compliance domains cannot be satisfied. Ideally, the system will be FedRAMP authorized.

9. MAINTENANCE/SUPPORT

NYS will not be doing any maintenance on the system. NYS agency staff will be users of the system only, not administrators.

The vendor will provide the following support:

- o Web based training for each agency – admin users, end users, and redaction
- o Unlimited customer support available to all users
- o Implementation and configuration for each agency

10. INFRASTRUCTURE SUPPORT SERVICES

Not applicable.

11. BUSINESS CONTINUITY/DISASTER RECOVERY (BC/DR) OPERATIONS

The vendor should provide a BC and DR plan with stated service levels. This plan should meet the uptime required based on the NYS data classification.

System up-time should be 24X7, RTO is 12 hours if an outage occurs outside of business hours, 4 hours if it occurs during business hours, Data should be backed up regularly (several times a day).

12. AUTHENTICATION TOKENS

Not applicable.

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

Not applicable.

B. STATEMENT OF WORK

1. IMPLEMENTATION OF CLOUD SOLUTION

The Contractor will provide a fully hosted cloud solution with the features listed in the scope.

2. RECURRING SERVICES

The Contractor should provide an annual subscription service for the scope described.

3. TRANSFER OF DATA

The Data can be exported in a JSON or another standard format. There is no need for an API. The Contractor must sanitize and purge any NYS Data from their systems upon notification from NYS that the Data has been successfully received.

NYS will be entering into an Authorized User Agreement with one Contractor for this solution, so there must be a single cloud service provider hosting NYS Data for this procurement.

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

C. AUTHORIZED USER TERMS AND CONDITIONS

1. DATA BREACH – REQUIRED CONTRACTOR ACTIONS

In addition to the requirements under the law, in the event of a Data Breach, the Contractor shall:

- (i) notify the ITS CISO and any potentially affected Authorized User(s), or their designated contact person(s), by telephone as soon as possible, but in no event more than 12 hours from the time the Contractor confirms the Data Breach.
- (ii) consult with and receive authorization from the Authorized User as to the content of any notice to affected parties prior to notifying any affected parties to whom notice of the Data Breach is required, either by statute or by the Authorized User;
- (iii) coordinate all communication regarding the Data Breach with the ITS CISO and Authorized User (including possible communications with third parties);
- (iv) cooperate with the Authorized User, ITS CISO and any Contractor working on behalf of the Authorized User or ITS CISO in attempting (a) to determine the scope and cause of the breach; and (b) to prevent the future recurrence of such security breaches; and
- (v) take such corrective actions that the Contractor deems necessary to contain the Data Breach. Contractor shall provide Written notice to the Authorized User as to all such corrective actions taken by the Contractor to remedy the Data Breach. Unless otherwise agreed to in the Authorized User Agreement, if Contractor is unable to complete the corrective action within the required timeframe, the remedies provided in Appendix B, Section 52, Remedies for Breach shall apply and (i) the Authorized User may contract with a third party to provide the required services until corrective actions and services resume in a manner acceptable to the Authorized User, or until the Authorized User has completed a new procurement for a replacement service system; (ii) and the Contractor will be responsible for the reasonable cost of these services during this period.

Nothing herein shall in any way (a) impair the Authorized User or OAG to bring an action against Contractor to enforce the provisions of the New York State Information Security Breach Notification Act (ISBNA) or (b) limit Contractor's liability for any violations of the ISBNA or any other applicable statutes, rules, or regulations.

2. AUTHORIZED USER ACCESS TO DATA

The Authorized User shall have access to its Data at all times, through the term of the Authorized User Agreement, plus 90 days after the end of the subscription.

The Authorized User shall have the ability to import or export Data in piecemeal or in its entirety at the Authorized User's discretion at no charge to the Authorized User. This includes the ability for the Authorized User to import or export Data to/from other Contractors.

The data can be exported in a JSON or another standard format. There is no need for an API.

3. CONTRACTOR ACCESS TO DATA

The Contractor is not allowed to access or use the NYS Data for any purpose.

4. SUSPENSION OF SERVICES

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

5. EXPIRATION OR TERMINATION OF SERVICES

Upon expiration or termination of an Authorized User Agreement, the Authorized User shall have full access to all Data for a period of 90 calendar days. During this period, the Contractor shall not take any action to erase and/or withhold any Data, except as directed by the Authorized User.

There should be no charge to NYS for having access to the Data or an export of the Data when needed.

6. ACCESS TO SECURITY LOGS AND REPORTS

Upon request, the Contractor shall provide access to security logs and reports to the State or Authorized User in a format as specified by the Authorized User.

7. CONTRACTOR PERFORMANCE AUDIT

No service levels have been specified for the solution. NYS expects the Contractor to provide their expected SLAs as part of the quote.

8. 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. The OGS and Authorized Users require notification of any such changes to ensure security and business needs are met.

Any changes to the deployment model, service model, functionality, or SKU (e.g., PaaS to IaaS) must be provided to OGS via Appendix C - Contract Modification Procedures.

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

D. QUESTIONS

All questions shall be submitted in writing 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

Not applicable.

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.

G. RESERVED RIGHTS

Bidders are hereby notified that New York State reserves the right to:

1. Reject any or all Bids received in response to the solicitation.
2. Withdraw the solicitation at any time, at the Agency's sole discretion.
3. Make an award under the solicitation in whole or in part.
4. Disqualify any Bidder whose conduct and/or Bid fails to conform to the requirements of the solicitation.
5. Seek clarifications and revisions of Bids.
6. Prior to the Bid deadline, amend the solicitation requirements to correct errors or oversights, or to supply additional information, as it becomes available.
7. Prior to the Bid deadline, direct Bidders to submit Bid modifications addressing subsequent solicitation amendments.
8. Change any of the schedule dates with timely notification to all prospective Bidders.
9. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Bidders.
10. Waive any requirements that are not material.
11. Utilize any and all ideas submitted in the Bids received.
12. Negotiate with the Bidder responding to the solicitation within the solicitation requirements to serve the best interests of the State. This includes requesting increased discounts and clarifications of any or all Bidder's Bids.
13. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder's Bid and/or to determine a Bidder's compliance with the requirements of the solicitation; and
14. Select and award to other than the selected Bidder(s) in the event of unsuccessful negotiations or, optionally, in other specified circumstances as detailed in the solicitation requirements.
15. Will purchase some, none, all or more of the quantities of the products and services detailed in the Attachment 1.

H. ADDITIONAL REQUIREMENTS

By submitting a bid pursuant to this solicitation, the Bidder certifies that it is neither a "Russian entity" or "Supporting entity", nor associated with either as an affiliate or subsidiary, as defined by New York State Executive Order 14, issued February 27, 2022.