|  |  |  |
| --- | --- | --- |
|  | | |
| **BUREAU OF FISCAL SERVICES**  **Procurement Unit** |  |  |

**August 5, 2016**

**Response to Round 3 of Bidder Questions and Amendment #3**

**For Request for Proposals (RFP) 15-08 Real Property Tax System**

To All Potential Bidders:

Attached are the Department’s responses to Questions received for the above referenced RFP.

The Department is issuing Amendment #3 to amend language in the following sections:

* VI.A.6 Licensing/Source Code Escrow

Corrected pages are attached to this document. All deletions are shown as shaded, strike-through text, all additions are made in green text.

All other requirements and conditions remain as indicated in the RFP.

| **#** | **RFP Section** | **RFP Page #** | **Question** | **Answer** |
| --- | --- | --- | --- | --- |
| 1 | Section VI, Technical Requirements, A.3 | Pg. 67 | Does the State expect 3,000 concurrent users as the average or maximal load of the system? If maximal, then what would the State estimate as the average concurrent users i.e. number of actual concurrent users sampled randomly at a few points during the day? | As stated in the RFP, we expect a minimum user community of 3,000 concurrent users and the general public. The proposed System must meet the minimum requirements and scale on demand to meet peak time usage and high traffic timeframes. The System must be a statewide System, available for use by ALL of the approximately 1,100 city, town, county and village Assessing Units in NYS as well as school districts and Special Districts (all Real Property Taxing Jurisdictions), containing approximately 5.5 million Parcels. Currently the RPSv4 system is a local installed system and the Department has no metrics for web based usage. |
| 2 | Section VI, Technical Requirements, A.3 | Pg. 67 | Does the State expect all the jurisdictions to be able to run large jobs associated with end of year processing in an uncoordinated manner or would the business model spread the large end-of-year job processing out over time through traditional job scheduling techniques? | Jurisdictions must be able to run large jobs associated with end of year processing in an uncoordinated manner. |
| 3 | Section VI, Technical Requirements,  A.4 & A.14 | Pg. 68  & 78 | Does the State plan on having a second site or data center available for disaster recovery? Should the project proposal pricing include the technical architecture, licenses, and hardware for that second site in the proposal or just the requirements for the primary site? Would the State accept and even more so, would they find preferable a Cloud-/SaaS-based secondary disaster recovery solution. | The State has a secondary site for disaster recovery.  The State expects that the license will allow for the use of disaster recovery. See Amendment 3.  The State expects the bidder will identify the technical architecture and hardware necessary for the disaster recovery site.  The State is not interested in a Cloud-/SaaS-based secondary disaster recovery solution. |

* Explain how the proposed System complies with the application data storage requirements. **(M)**
* Explain how the proposed System complies with the no hardcoding of user ID(s) and password(s) requirements. **(M)**
* Describe how the proposed System is configured to restrict web browsing of the web server without user authentication. **(M)**
* Describe how the proposed System restricts data and database access to Authorized Users. **(M)**
* Describe how the Contractor will track and remediate all security issues uncovered during the entire development life cycle, and how the Contractor will provide an independent security review before any software is deployed to the Production Environment. **(M)**
* Describe how the proposed System provides for multiple authorization roles and data factoring to limit data access to only those who need to access a particular subset of data. **(D)**
* Describe how the proposed System provides for active monitoring and alerting of all data access. **(D)**
* Describe the proposed System’s proactive monitoring of all network activities and blocking of suspicious activities capabilities. **(D)**

1. **Licensing/Source Code Escrow (M)**
2. **License (M)**
   * + 1. **Bidder’s Software, Hardware, Appliance(s), and Other Item(s) (M)**

The Bidder must propose a License for its COTS software and the customizations required for the System (“Bidder’s software”) which grants the State a non-exclusive, royalty-free, perpetual, Concurrent and unlimited (as to number of users) License to access, deploy, use, execute, reproduce, display, perform, and/or merge the Bidder’s software (collectively referred to herein as “’use of’ or ’to use’ the Bidder’s software”). In addition, the License proposed by the Bidder must grant the State the right to duplicate the Bidder’s Software for backup, operations continuity, and disaster recovery purposes. The License proposed must be irrevocable. Bidder’s remedy for all damages shall be exclusively at law, except that Bidder shall have the right to seek injunctive relief to prevent the publication of any Bidder owned intellectual property should the State publish or seek to publish such intellectual property.

The License grant shall provide for use of the Bidder’s software by the State as necessary to effectuate the business purposes for which the State is procuring the Bidder’s software, as described within, and for use by any third parties that may be engaged by the State to perform any such functions on the State’s behalf. For purposes of the License grant, such grant shall also include use of the Bidder’s software and Documentation by all Real Property Taxing Jurisdictions that may at any time decide to use the System. The License rights granted by the Bidder must extend to use by all such Real Property Taxing Jurisdictions, for all uses as necessary to effectuate the business purposes for which the State is procuring the Bidder’s

software, as described within, and to any third parties engaged by the Real Property Taxing Jurisdictions to perform any such functions on their behalf.

The State reserves the right to procure on its own some or all of Bidder manufactured hardware, appliance(s), or other item(s) a Bidder may propose for the System, or to procure through the Bidder some or all of the Bidder manufactured hardware, appliance(s), or other item(s) proposed. In the event the Bidder proposes utilization of any Bidder manufactured hardware, appliance(s), or other item(s) in the System, the Bidder must:

* Identify the name and function of the Bidder manufactured hardware, appliance(s), or other item(s) that is proposed;
* Submit with the Bid a copy of all end-user license agreements (EULA) (or other agreements, if not an EULA) which the State will be requested to agree to; and
* Provide the costs associated with each Bidder manufactured hardware, appliance(s), or other item(s) proposed on **Attachment 19 – Financial Response Form**. **Cost information must not be provided as a response to this section in the Bidder’s Technical Proposal.**
  + - 1. **Third-Party Products (M)**

The State reserves the right to procure on its own some or all Third-Party Products a Bidder may propose for the System, or to procure through the Bidder some or all of the Third-Party Products proposed. In the event the Bidder proposes utilization of any Third-Party Products in the System, the Bidder must:

* Identify by ISV name, product name, and function each Third-Party Product that is proposed;
* Submit with the Bid a copy of all end-user license agreements (EULA) (or other agreement, if not an EULA) which the State will be requested to agree to; and
* Provide the costs associated with each Third-Party Product proposed on **Attachment 19 – Financial Response Form**. **Cost information must not be provided as a response to this section in the Bidder’s Technical Proposal.**

In addition, the License proposed by the Bidder must grant the State the right to duplicate the third-party software for backup, operations continuity, and disaster recovery purposes.

1. **Source Code; Deposit; Access and Use by State (M)**
   1. The Contractor will be required to either deposit its Product Source Code in escrow for the benefit of the State, including all code and related documentation necessary for the State to fully utilize and maintain the RPSv5 System, or allow the State to hold all such Source Code in its own custody to be accessed only upon the occurrence of an event of default.  **Costs associated with escrowing the Contractor’s Products shall be fully borne by the Contractor. (M)**

* The State will consider a third-party escrow arrangement with a designated escrow agent who shall be named and identified to the State.
* If the State determines the escrow arrangement offered is unacceptable and does not meet the needs of the State, the State will require the Bidder to either: (a) negotiate an escrow arrangement acceptable to the State; or (b) grant the State the right to hold the Source Code in its own custody to be accessed only upon the occurrence of an event of default.

1. All Source Code deposits in escrow for the benefit of the State shall be certified to the State in writing upon deposit. In addition, on at least an annual basis, the Contractor will be required to recertify that the Source Code escrow agreement remains in effect and that the deposits of such escrow account are fully up to date, including such Source Code itself and any and all related documentation. **(M)**

Source Code will be released to the State upon the occurrence of specified default events. Should it become necessary for the State to utilize the Source Code, the State shall have the right to use the Source Code and related documentation for all