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August 19, 2014

**Response to Round 3 Questions and Amendment #4
Request for Proposals (RFP) 14-04 Real Property Tax Administration System Solution**

To All Potential Bidders:

Attached are the Department's responses to the third round of questions received for the above referenced RFP.

The Department is issuing Amendment #4 as clarification to:

- Amend the language in the Preface, F. Mandatory Notification of Intent to Bid and Software Trial;
- Modify the language in the Preface, I. Contract Signing and Contract Term;
- Modify the Language in II. Scope of Services;
- Amend language in Section III. Post Award Deliverables;
- Modify language in VI. Technical Proposal Requirements, 6. Licensing/Source Code Escrow;
- Modify Attachment K. Licensing/Source Code Escrow Response Form;
- Amend language in Exhibit J. Preliminary Base Contract, Article V. Contract Term, 2. Acceptance, General.

Corrected pages are attached to this document. All deletions are shown as black strike-through text, all additions are made in bold, purple text. All Insertions and Deletions for this Amendment are shown highlighted in yellow.

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

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#	RFP Section	RFP Page #	Question	Answer
1	Preface, F – Mandatory Notification of Intent to Bid and Software Trial		The test data file that is posted on the web site references a number of .dat files but they are not on the web site. Please let us know how we can get the files.	The Department has reviewed the posted files and confirmed that all the test data files are located and available on the website.
2	Section F	10	Submission of Mandatory Notification of Intent to Bid and submission of Software Trial with converted data - Due to the proprietary material and to protect the intellectual property the Company will be releasing to the Department, the Company requests that an evaluation license agreement is executed between the parties. Is the Department amenable to this arrangement?	The State is amenable to this but the software evaluation agreement must be negotiable to accommodate any changes required by State, and it must be submitted to the State as soon as possible for review, negotiation, and execution prior to the mandatory trial software submission date, currently scheduled to occur on August 26, 2014. See Amendment 4.
3	Exhibit J	1-47	<p>During our review of the RFP and Preliminary Contract there are no items that will preclude us from submitting a proposal for this project; however, there are a number of items we would expect to negotiate with the Department.</p> <p>For purposes of illustration only, examples of provisions the Company would expect to</p>	Mandatory requirements are set forth throughout the RFP, which should be reviewed in its entirety before bid submission. Bidders are required to affirm their understanding of, and agreement to, mandatory requirements in order to submit a responsive bid. Contractual provisions concerning some of these mandatory requirements are also contained in the Preliminary Contract, Exhibit J. Mandatory RFP requirements are not subject to negotiation.

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			<p>negotiate with the Department include those listed below. Some of these items may turn out to be acceptable to the Company during the course of negotiations.</p> <p>Furthermore, during the course of negotiations other items may arise that would require additional negotiation with the Department. The list below is the result of our initial review of the base contract document.</p>	<p>The State refers Bidders to RFP Section IX. B.–Administrative Contract Conditions. In particular, please review paragraph 20. Proposals must conform to the terms and conditions set forth in this RFP and the Preliminary Contract, Exhibit J. Any objections to terms and conditions set forth in this section of the RFP (Section IX. B) and the Preliminary Contract, Exhibit J, must be provided to the Department in the Bidder’s Administrative Proposal. Material deviations from the terms and conditions set forth in the RFP (including additional, inconsistent, conflicting or alternative terms) may render the bid non-responsive and may result in rejection.</p> <p>Response Requirement</p> <p>The Bidder must attach any objections to the terms and conditions outlined in Section IX.B. and/or the Preliminary Contract, Exhibit J.</p> <p>Only those extraneous terms that meet all the following requirements will be considered as having been submitted as part of the proposal:</p> <ul style="list-style-type: none"> • Each proposed extraneous term (addition, counter-offer, deviation or modification) must be specifically enumerated in writing; and • The writing must identify the particular term to which the Bidder objects or which it proposes to modify by inclusion of the extraneous term and the reasons therefore.

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				<p>Extraneous term(s) submitted on standard, pre-printed forms (product literature, order forms, contracts), whether or not deemed “material”, which are attached or referenced with submissions which do not meet the above requirements will not be considered part of the bid or resulting contract, but rather will be deemed to have been included for information or promotional purposes only.</p> <p>Acceptance and/or processing of the bid proposal shall not constitute written acceptance of any Extraneous Term(s) or a waiver of the Department’s right set forth in Section IX. Failure to object to any terms identified in Section IX of this RFP and the Preliminary Contract, Exhibit J, shall be deemed to constitute acceptance thereof by the Bidder.</p> <p>In addition, please note all terms contained in Appendix A , “Standard Clauses for NYS Contracts,” are not negotiable.</p>
			<p>- Article II: The Company expects the Company Proposal and any Company clarifications to have precedence over the RFP.</p>	<p>See Response to #3. Mandatory requirements of the RFP cannot be negotiated or made subservient to Bid Proposals.</p>

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#	RFP Section	RFP Page #	Question	Answer
			<p>- Article VI: The Company does not agree to work for hire provisions. Please clarify what the state means when it says all Deliverables shall become the “property” of the State.</p>	<p>The provisions of both the RFP and the Contract concerning “property” of the State have been amended to clarify. See Amendment 4.</p>
			<p>The Company intends to negotiate the acceptance process and invoicing timetable with the State.</p> <p>- Article VII: The Company controls the scope of the license grant; it cannot be expanded or otherwise altered at the discretion of the State. Documentation is provided, to the extent it exists, in the format the Company provides it in the normal course of business to all Company customers.</p> <p>- Article IX: The Company does not agree to retainage in addition to a Deliverables-based payment schedule. The Company will not hold maintenance fees flat indefinitely, and does not agree that CPI or 3% are reasonable caps on maintenance fees</p>	<p>See Response to #3. RFP provisions regarding, among other things, deliverables, acceptance, invoicing, license scope, required documentation, maintenance, allowable fee increases, retainage, security review, and source code escrow are mandatory and subject to, among other things, the Bidder Attestation requirement set forth in the RFP at Section IV. Qualifying Requirements and/or the requirements of the Financial Response Form.</p> <p>A. Attestation</p> <p>“The Bidder is required to attest that it has read and agrees to provide the services as specified in the Scope of Services, Post Award Deliverables, Functional Requirements, Technical Requirements and General Requirements of this RFP.</p> <p>Response Requirement</p> <p>The Bidder must complete Attachment A., Bidder Attestation.</p>

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#	RFP Section	RFP Page #	Question	Answer
			<p>indefinitely.</p> <p>- Article XIII: The Company does not agree to the “security review” process.</p>	
			<p>- Article XIV: The Company can’t be required to transfer a license from a third-party to the State if third-party doesn’t allow it.</p>	<p>See Response to # 3.</p>
			<p>- Article XV: Unresolved disputes should be resolved by a neutral third-party. The Company will continue performing depending on nature of dispute.</p>	<p>See Response to #3. In addition, the State cannot agree to arbitration. See Appendix A, “Standard Clauses for NYS Contracts.” Appendix A terms are not negotiable.</p>

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#	RFP Section	RFP Page #	Question	Answer
			<p>- Article XVI: Because, as a publicly traded company, The Company is subject to the federal securities laws on insider trading, Company will notify the State of a significant change in ownership as soon as legally permissible. Company must receive at least a 30-day cure period in the event of an alleged breach.</p>	<p>See Response to #3.</p>
			<p>- Article XVII: The Company does not agree to cover/replacement costs. Disputed payment amounts should be subject to dispute resolution process. Company expects a 30-day notice for termination for convenience as well.</p>	<p>See Response to #3.</p>
			<p>Company will require payment on a time and materials basis for “closeout” services provided.</p>	<p>See Response to #3.</p>

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#	RFP Section	RFP Page #	Question	Answer
			<p>- Article XVIII: The Company does not agree to unlimited liability. Company will be liable only for direct damages up to total fees set forth Investment Summary.</p>	<p>See Response to #3.</p>
			<p>- Article XX: The Company deposits Company source code with its escrow agent, Iron Mountain. Source code is released according to the provisions of that source code escrow agreement.</p>	<p>See Response to #3. See Amendment #4.</p>

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			<p>- Article XXII – The Company will reasonable cooperate to provide evidence and litigation support at the State’s request, but does not waive, for example, the provisions of New York’s CPLR or the Federal Rules of Civil Procedure.</p>	<p>See Response to #3.</p>
			<p>Neither party can assign its rights or responsibilities under the contract without the other’s prior written consent, except that Company may so assign the contract without the State’s prior written consent when Company undergoes a change of control.”</p>	<p>See Response to #3. In addition, Appendix A, “Standard Clauses for NYS Contracts,” governs terms of assignment. Appendix A terms are not negotiable.</p>

D. Response to Bidder Questions and Requests for Clarification

The Department will provide a written response to all substantive questions and requests for clarification. Responses to Bidder questions and requests for clarifications will be posted on the Department's Procurement website at: <http://www.tax.ny.gov/about/procure>.

E. Pre-Bid Conference Webinar

A Pre-Bid Conference webinar will be conducted on Tuesday, ~~June 2~~ July 8, 2014 at 2 PM ET. **Prospective Bidders are not required to participate in the Pre-Bid Conference Webinar**, however, those that do wish to participate must register to attend by e-mail (bfs.contracts@tax.ny.gov), fax (518-435-8413) or by phone (518-530-4484) to obtain instructions for participating. The deadline to register is two hours prior to the webinar. General information regarding this procurement will be provided during this presentation; in addition, there will be an opportunity to ask questions. Questions asked during this presentation will be recorded and included in the Department's response to the second submission of Bidder Questions (see Schedule of Events). Bidders not able to participate in the Pre-Bid Conference webinar may access a recording of the event available on the Department's web site after ~~June 2~~ July 8, 2014.

NOTE: Only those answers provided in writing by the Department in the Question and Answer documents are effective and binding.

F. Mandatory Notification of Intent to Bid and Software Trial

If your firm is submitting a proposal in response to the RFP, **Attachment 3, Mandatory Notification of Intent to Bid, must** be completed and submitted by the date specified in the Schedule of Events. Contact information provided on this form may be used to notify Bidders of Request for Proposals changes. Bidders submitting a Notification of Intent to Bid must also submit trial software and converted data as detailed below.

A minimum of two license keys must be provided. A Test Data file was provided with the RFP on the Department's web-site. The Bidder must convert the data in the file for use with their software. The software key and converted data must be e-mailed to: bfs.contracts@tax.ny.gov.

- Trial software must be released to State staff.
- Trial software will be installed with assistance from Bidders' dedicated technical support.
- Bidder will provide a dedicated Technical Support contact for the duration of the software trial, in the event that the State encounters any issues while navigating the trial software.
- Trial software will be available to the State staff for a minimum of 90 days.

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The State is amenable to executing a trial software evaluation agreement provided such agreement is negotiable to accommodate any changes required by the State, and it must be submitted to the State as soon as possible for review, negotiation and execution prior to the mandatory trial software submission date.

G. Submission of Proposals

The Bidder must submit their proposals as instructed in **Section X, Proposal Submission**.

H. Bidder's System Presentation

All Bidders who pass Phase One of the evaluation process will be required to participate in a system presentation as outlined in Section XI. Proposal Evaluation, **2. Evaluation Process Overview**, **b. Phase Two Evaluation**, **iii. System Solution** Presentation.

I. Contract Signing and Contract Term

The Bidder must agree to sign a contract within thirty (30) days of Notification of Award. If the Bidder fails to do so, the Department State reserves the right to begin negotiations with the next highest ranked Bidder. The Preliminary Contract will be posted to the Department's web site by the date specified in the Schedule of Events. Any exceptions or additions to the terms and conditions of the Preliminary Contract must be identified in the Bidder's proposal. The **Department State** will not sign any vendor supplied contract documents **except for software trial agreements, as negotiated, submitted in connection with trial software provided by a Bidder as a required part of bid submission.** As such, if there are specific terms to be included in the final Contract, they must be submitted in response to **Section IX.B.20. Software License Agreement terms are expressly made subject to negotiation to comply with the terms of the RFP and Preliminary Contract. License terms will be made part of the Contract only as negotiated and agreed to between the State and the Contractor.**

The **Department State** will award one Contract to the successful Bidder for an initial term commencing upon approval of the New York State Attorney General and the Office of the State Comptroller through ~~December~~ **March** ~~August~~ **31, 2018**⁷, with the ability to extend the contract for one (1) five (5) year term, for support and maintenance only. Note: Change Orders to modify the system to accommodate changes (ex. Legislative, policy, procedure, etc.) are considered maintenance of the system.

Contractor will be required to ~~will be working~~ with the Bidder State at intervals of customization installations, configuration installations, migrations, updates and patches of the proposed solution.

Data conversion of the RPSv4 system will **not** be a responsibility of the Bidder Contractor. The Department State will be converting the data from the RPSv4 system, into the needed format for the RPSv5 solution.

The Bidder Contractor will provide the State with all Maintenance including new releases, product updates, upgrades, patches, bug fixes, rollback of problematic updates, and resolution of any outstanding issues caused by software updates, product and technical support.

The Bidder Contractor will be required to place the source code in escrow including all configurations, customizations, enhancements and tools necessary to utilize the source code.—~~In the event, that the Contractor files for bankruptcy; or becomes insolvent, the Contractor misrepresents its products or services, the Contractor fails to perform work as agreed upon in the Contract resulting from this RFP, the Contractor ceases business operations generally; or fails to make available maintenance or support services for the then-current version of the licensed product, the Contractor transfers any ownership interest in the code to any party not named in the Contract, the Contractor or the state does not renew or extend the Contract, the Contractor transfers all or substantially all of its assets or obligations set forth in the Contract to a third party, or the current licensed software reaches end of life or the current licensed software is otherwise discontinued, or the Contractor or the State does not renew or extend the Contract, the State shall have a royalty-free, irrevocable, unlimited, nonexclusive, perpetual right to use, modify, execute, reproduce, display, perform, deploy, access, and maintain and/or merge the escrowed Source cCode, and any other accompanying documentation. Contractor shall identify the escrow agent upon commencement of the Contract term and shall certify annually that the escrow remains in compliance with the terms of this paragraph. Source Code, as well as any corrections or Enhancements to such sSource cCode, shall be updated for each new release of the Product in the same manner as provided in maintenance and such updating of escrow shall be certified to the State in writing. Contractor shall identify the escrow agent upon commencement of the Contract term and shall certify annually that the escrow remains in effect in compliance with the terms of this paragraph.~~

Implementation

The State has divided the Real Property Tax Administration System Solution into two phases. The Contractor may work in parallel on the phases, however:

- **Phase 1** - The implementation of Phase 1 must be completed, accepted and ready for use no later than ~~December~~ **March 31, 2016**⁵. This phase of the solution is the replacement of the current system (RPSv4). Bidders should refer to the Department's website to determine the components of the current RPSv4 system at:

http://www.tax.ny.gov/research/property/assess/rps/support/WebHelp/RPSV4_Web_Help.htm

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Deliverable	Deliverable Description	Tasks	Implementation Phase	
			Phase 1	Phase 2
		Solution	X	X
Deliverable 10	Training, Technology and Knowledge Transfer - described in Section III.J.	<ol style="list-style-type: none"> 1. Training Plan for developed system Solution 2. Customized Product Solution Technical/Operational Training 3. Customized Product Solution Functional Training 4. Customized Product Solution Training Materials 	X	X
Deliverable 11	Production Deployment - described in Section III.K.	<ol style="list-style-type: none"> 1. Go-Live Checklist 2. Rollout to Production Plan 3. Security Review and Report 4. RPSv5 production deployment 5. Installation, set up, modifications, deployment and assist in loading data for select pilot municipalities 	X	X

All deliverables as a result of ~~from~~ the Contract ~~awarded from this RFP~~, **except those subject to license terms**, shall become the property of the State. ~~Acceptance of all deliverables~~ The procedure for transmittal of Deliverables shall be ~~in accordance with the following procedures~~ as follows:

- The Contractor shall ~~submit a document such delivery on the~~ Deliverable to the State with two copies of the signed Deliverable Transmittal Form (Exhibit C).
- The State Project Manager shall ~~counter~~sign and date both copies upon receipt and return one ~~the form~~ indicating receipt of the Deliverable(s). ~~contents described therein. The State Project Manager shall send a memo indicating the receipt of deliverables to the Contractor.~~
- Following review of the ~~final d~~ Deliverable(s), the State Project Manager ~~shall~~ will issue to the Contractor a ~~notice~~ Letter of Deliverable ~~a~~Acceptance (see Exhibit E) or Letter of Deliverable ~~R~~ejection (see Exhibit D) of the ~~d~~ Deliverable(s).

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- ~~In the event of~~ If a Deliverable is rejected ~~ion~~ by the State, the State must identify in the Letter of Deliverable Rejection, ~~Contractor must correct~~ the identified deficiencies or

- Provide documentation detailing how the proposed solution complies with the 128-bit HTTPS connections using SSL 3.0 protocol at a minimum. (M)
 - Does the proposed solution handle encryption of data at rest (D)?
 - If so, explain how the proposed solution handles encryption of data at rest (D).
 - ~~Does the proposed solution handle encryption as the data is being stored? If so, explain how the proposed solution handles encryption as the data is being stored (D).~~
 - Does the proposed solution handle encryption of data in flight or in process (D)? If so, explain how the proposed solution handles encryption of data in flight or in process (D).
 - Explain how the proposed solution complies with the Application Data ~~standards storage requirements~~ (M)?
 - ~~Explain how the proposed solution complies with best practice security requirements~~ (M).
 - Explain how the proposed solution complies with the no hardcoding of user ~~id~~ ID(s) and password(s) ~~standards requirements~~ (M)?
 - Describe how the proposed solution is configured to restrict web browsing of the web server without user authentication (M).
 - Describe how the proposed solution restricts data and database access to authorized users (M).
 - Describe how the Contractor will track and remediate all security issues uncovered during 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 solution provides multiple authorization roles and data factoring to limit access (D).
 - Describe how the proposed solution provides active monitoring and alerting of all data access (D).
 - Describe the proposed solutions proactive monitoring of all network activities and blocking of suspicious activities capabilities (D).
 - ~~Does the proposed solution comply with best practice security requirements? If so, please explain how the proposed solution complies with best practice security requirements (D)?~~
6. **Licensing/Source Code Escrow (M/D)**

A. License (M)

The Bidder must provide a licensing ~~module model~~ which provides unlimited, perpetual, non-exclusive, royalty-free, concurrent and irrevocable rights to use, execute, reproduce, display, perform, deploy, access, modify, maintain and/or merge the ~~licensing for the RPSv5 Product(s) and Solution~~ anywhere within the Enterprise.

B. Source Code Escrow (M)

1. The Contractor will be required to place ~~the~~ **its** Source Code in escrow ~~in~~ upon Acceptance of each Deliverable that includes software, but prior to payment, and with every revision, including all configurations, customizations, enhancements and tools necessary to utilize the Source Code.
2. Should it become necessary for the State to access the escrowed Source Code the State shall have an unlimited, perpetual, non-exclusive, royalty-free, irrevocable right to use, execute, reproduce, display, perform, deploy, access, modify, maintain, and/or merge the escrowed Source Code and any other accompanying documentation.

C. Terms and Conditions of State's Access the Source Code in Escrow (D)

Although the State will consider some degree of variation, if necessary, the State's preferred terms for contingencies in which the State will obtain rights to the Source Code are as follows: In the event, that the Contractor files for bankruptcy; becomes insolvent, misrepresents its products or services, fails to perform work as agreed upon in the Contract resulting from this RFP, ceases business operations generally; fails to make available maintenance or support services for the then-current version of the licensed product, transfers any ownership interest in the code to any party not named in the Contract, transfers all or substantially all of its assets or obligations set forth in the Contract to a third party, or the current licensed software reaches end of life or the current licensed software is otherwise discontinued, or the Contractor or the State does not renew or extend the Contract, then the State will have the right to access the escrowed Source Code.

Response Requirement

The Bidder must complete **Attachment K, Licensing Response Form** addressing the following:

~~Provide details of~~ **Explain** how licenses ~~are sold~~ **are provided** for the proposed

- ~~s~~Solution? (M)
- Provide all other materials pertaining to licensing for the proposed solution. (M)
- Supply all Software License Agreements and affirm that such agreements are subject to negotiation to conform with the terms and conditions of the RFP and ~~draft~~ preliminary contract. (M)
- Supply terms of use for any third-party product used in the Solution, as applicable (M).
- Affirm it will place its Source Code in escrow as required in B. Source Code Escrow. (M)
- State whether you can meet all of the State's desired terms and conditions of State access to Source Code in escrow. If not, explain what cannot be met and why and provide alternatives. (D/M).

7. GIS (M/D)

The RPSv5 ~~solution~~ Solution relies heavily on GIS tools. Location tools and mapping capabilities play significant roles in parcel management. The proposed ~~solution~~ Solution must contain a GIS toolset either in the software or through integration with a 3rd party GIS toolset. The State's preference is the RPSv5 solution utilizes Environmental Systems Research Institute, Inc. (Esri) for its GIS toolset.

Below find standard uses of GIS software within the individual parcel maintenance construct:

- Standard geocoding capabilities (D)
- Standard mapping capabilities (M)
- Routing (D)
- Map exporting/updating/saving (M)

It is desirable that the proposed ~~solution~~ Solution allows for the following:

In the future, New York State will have an available ~~city~~ base map of New York State parcel data. It may be desirable for the localities, and ~~the~~ State to be able to utilize this data.

In the future, New York State will publish its own statewide geocoding service. It may be desirable for the localities and ~~the~~ State to be able to utilize the State's geocoding service.

Response Requirement

The Bidder must complete **Attachment L, GIS Response Form** addressing the following:

- Does the proposed ~~solution~~ Solution provide for GIS capability and/or ~~does your solution~~ provide for integration with 3rd party GIS (M)?
 - Describe the proposed ~~solutions~~ Solution's GIS capabilities. (M)

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- Explain what product and version of GIS is currently in use in the proposed ~~solution~~ Solution. (M)
- Describe how the proposed ~~solution~~ Solution provides for the following standard uses:

Attachment K – Licensing/**Source Code Escrow** Response Form

This form is for the Licensing Requirement in Section VI, Technical Requirements. **Failure to provide sufficient detail to the mandatory topics of this section will result in the bidder being deemed non-responsive and removed from further consideration.** With this form, the Bidder must provide a narrative detailing the following:

- ~~Provide details of~~ Explain how licenses are ~~sold~~ provided for the proposed solution. (M)
- Provide all other materials pertaining to licensing for the proposed solution. (M)
- Supply all Software License Agreements and affirm that such agreements are subject to negotiation to conform with the terms and conditions of the RFP and ~~draft~~ preliminary Base Contract. (M)
- Supply terms of use for any third-party product used in the Solution, as applicable. (M)
- Affirm it will place its Source Code in escrow as required in B. Source Code Escrow. (M)
- State whether you can meet all of the State's desired terms and conditions of State access to Source Code in escrow. If not, explain what cannot be met and why and provide alternatives. (DM).

- If a Deliverable is rejected by the State, the State will identify in the Letter of Deliverable Rejection the failures, deficiencies or nonconformities of the Deliverable(s), and a time frame to correct such failures, deficiencies or nonconformities.
- The Contractor shall correct the identified failures, deficiencies or nonconformities, within the time frame specified in the Letter of Deliverable Rejection.
- Contractor may continue to work on other tasks while Deliverable(s) failures, deficiencies or nonconformities are rectified, unless the State Project Manager notifies the Contractor, in writing, that a particular failure, deficient or nonconforming task within a Deliverable must be fixed prior to proceeding with the other tasks.
- Once the Contractor has resolved the issues to the satisfaction of the State Project Manager, the Contractor shall resubmit the Deliverable to the State with two copies of the signed Deliverable Transmittal Form.

Please note: The Contractor will be required to submit a draft and final copy of each written Deliverable. The Contractor shall submit one hard copy and one electronic copy.

The State shall review the draft documents and return comments for revision of the draft within five (5) Business Days. The State Project Manager shall send a memo to the Contractor, indicating any required changes. The Contractor shall incorporate the changes within five (5) Business Days.

Written Deliverables shall demonstrate due diligence in meeting the scope and requirements of the associated final written Deliverable. Written Deliverables must:

- Be presented in a format appropriate for the subject matter and depth of discussion.
- Satisfy the scope and requirements for that Deliverable such that it can be Accepted by the State.

1. Acceptance—General

All Deliverables as a result of the Contract awarded from this RFP, **except those subject to license terms**, shall become the property of the State.

Deliverables for each Phase (Phase 1, Deliverables 1-11 and Phase 2, Deliverables 1-2 and 4-11) must be Accepted by the State before invoices can be rendered. Deliverables shall be submitted by the Contractor to the State for Acceptance with a Deliverable Transmittal Form. The State will endeavor to review Deliverables transmitted for Acceptance within a reasonable time after delivery, and to promptly respond to the Contractor in writing with Acceptance or Rejection. **There shall be no Acceptance of Deliverables by inaction.** Acceptance requires the affirmative written response of Acceptance by the State. Acceptance of Deliverables shall not be unreasonably withheld.