

New York State Office of the State Comptroller Invitation for Bids

Bid Request Title: Infor CareFor Managed Services

Bid Number: IFB0003

**Office of the State Comptroller
110 State Street
Albany, NY 12236**

Designated Contact

Name	Email
John Grygas	RFP@osc.ny.gov

Calendar of Events

Event	Date	Time
Release Date	April 16, 2026	
Submission of Questions Due	April 23, 2026	4:00 p.m. ET
Responses to Questions Due (on or about)	April 30, 2026	
Bid Due Date	May 7, 2026	4:00 p.m. ET

*OSC will not be held liable for any cost incurred by the vendor for work performed in the preparation of a response to this Bid Request or for any work performed prior to approval of the resulting agreement. Responses to this Invitation for Bids must be received by the deadline specified above. Late bid responses may be rejected. The reception time of a bid response will be determined by OSC.

Procurement documents may, from time to time, be amended or addenda issued by OSC. It is the Bidder's responsibility to become aware of any such amendments and/or addenda prior to submission of a bid. All amendments and/or addenda to procurements will be posted to the OSC website at <https://www.osc.state.ny.us/procurement>. Note also that while the procurement documents as originally released may be obtained from other than the OSC website, only the OSC website noted above will contain all amendments and/or addenda to the procurement documents, including the Official Responses to Questions Submitted. Bidders should review the OSC website prior to submission of a bid to ensure that they have all information required to submit a complete and responsive bid.

1.0 Overview

The New York State Office of the State Comptroller ("OSC") is issuing this Invitation for Bids ("IFB") to providers or authorized resellers (each, a "Bidder") for the purchase of certain Infor CareFor ("CareFor") Managed Services. OSC requires the CareFor Services to support OSC's ongoing responsibilities in its post-go live phase related to the support, administration, and evolution of its Infor solution. The Bidder selected for contract award will provide the CareFor Services for the in-scope software (the "Services") identified below.

Software	User Count	Business Application Support	Extension Lifecycle Management		Release Impact Management	Application Administration
			Support for Existing Extensions	Solution Enhancement		
Infor Multi-Tenant GHR/HRT	2900	In Scope	In Scope as Consumable Hours	In Scope as Consumable Hours	In Scope	In Scope

The agreement resulting from this IFB (the “Agreement”) will commence on June 28, 2026 and continue for a period of one year. OSC may, in its sole discretion, have the option to extend the term of the Agreement for an additional one-year. Price escalation for the optional year, if any, will be determined based on the price escalation clause of Attachment C (Draft Contract).

2.0 Minimum Qualification

To be eligible for contract award, a Bidder must meet the following minimum qualification:

- A. The Bidder must be the developer of the Software or an authorized reseller of CareFor Services.

Failure to meet this minimum requirement will result in a bid being found non-responsive and eliminated from consideration.

2.0 Scope/Mandatory Requirements

2.1 Service Consumption

As noted above, some of the service categories in the scope will be consumed by OSC using allocations of “Consumable Hours”, which are defined as the resource hours spent on OSC-reported issues and requests, including time spent on triage, research, estimating, troubleshooting, OSC interaction, and resolution activities.

- This service includes 240 Consumable Hours for use within each year in the term of this agreement. The Consumable Hours will be scheduled in four quarterly (3-month) allotments of 60 hours each.
- OSC will utilize their Consumable Hours entitlement for all efforts within the following service categories, and as such, related Infor efforts will be deducted from OSC’s allocations:
 - Extension Lifecycle Management Support of Existing Extensions as described in Section 2.4.1
 - Extension Lifecycle Management Solution Enhancement as described in Section 2.4.2

2.2 Consumable Hours terms of usage

- OSC may carry forward no more than one-third (1/3) of the Consumable Hours allotted from any 3-month period, if unused in that period, into the next 3-month period during the Term of this agreement.
- No carryover of Consumable Hours is permitted beyond the Term of this agreement.
- OSC may pull Consumable Hours forward from future allotments when mutually agreed by the parties.
- If OSC has utilized all authorized Consumable Hours and has additional requirements, OSC may purchase additional Consumable Hours in blocks of 40 hours at the cost identified in Attachment B (Bid Page).
- Hours spent by the Service Delivery Manager (“SDM”) or Service Operations Manager (“SOM”) in support of Services governance and management are not charged against the allotments of Consumable Hours. If a SDM or SOM is required to perform Consumable Hours activities, such time will be charged to the Consumable Hours allotment.

2.3 Business Application Support

Business Application Support refers to support of OSC issues and questions regarding use of the Infor applications beyond the scope of support defined and provided within OSC's Software License Agreement or SaaS Agreement. Business Application Support consists of the following, as requested by OSC:

- Troubleshoot and diagnose OSC-reported issues and service requests, and provide recommended actions for knowledge gaps, user errors, or data correction;
- Answer questions about in-scope application configuration, features, functionality, and extensibility tools;
- Assist OSC with clarification or execution of Infor Support ticket responses; and
- Answer OSC questions about application update content.

2.4 Extension of Lifecycle Management

2.4.1 Support of Existing Extensions

Extension Lifecycle Management Support of Existing Extensions refers to support of OSC's unique configurations, personalizations, workflows, reports, interfaces, and other non-standard application objects ("Extensions"), and consists of the following as requested and approved by OSC:

- Support and troubleshoot issues that are diagnosed and confirmed to be caused by Extensions;
- Remediate Extensions to resolve reported issues;
- Remediate Extensions as needed in response to contents of application updates; and
- Revert to standard features when custom code becomes obsolete with delivery of an application update.

2.4.2 Solution Enhancement

Extension Lifecycle Management Solution Enhancement refers to efforts, at OSC's request, to create new or modify OSC's existing Extensions, and consists of the following as requested and approved by OSC:

- Develop and document new Extensions as requested and defined by OSC's business and technical requirements using Infor extensibility tools;
- Update and document Extensions to enable new OSC business or technical requirements;
- Assist with enablement of application configuration; and
- Assist with efforts to optimize business processes.

Infor resource hours spent on Solution Enhancement requests are consumed from a fixed allotment of resource hours as defined in Section 2.1. As such, the resource(s) assigned to a service request will position a solution approach and an estimate of resource hours needed to satisfy the request. Once OSC provides approval, the CareFor team will schedule the work.

2.5 Release Impact Management

Release Impact Management refers to activities to evaluate and plan for the forthcoming cloud application update, and consists of the following:

- Review planned contents of the cloud application update and develop OSC-specific list of expected impacts;
- Perform regression testing of OSC implementation;
- For any Extensions included in the scope of Extension Lifecycle Management, provide recommendations for remediation and testing and review with OSC to confirm and prioritize; and
- Jointly establish a plan with OSC for prioritized actions to be taken.

2.6 Application Administration

Application Administration refers to application-level maintenance and administration related activities, and consists of the following, which will be performed in OSC's production tenant unless otherwise noted:

- Provide OSC a report of logged application failures on a mutually agreed frequency;
- Perform pre- and post-release administrative tasks for cloud application updates for OSC's production tenant and two (2) non-production tenants; and
- Perform pre- and post-execution administrative tasks for data copies or refreshes from the production tenant once per calendar quarter.

2.7 Change Control Process

"Change Control Process" means the below-described process to manage how changes that might arise during the term of the Services will be managed. Changes may include, but are not limited to, changes in efforts/costs, schedule/timeline, scope, or deliverables.

Both parties must agree to any changes to this agreement pursuant to the Change Control Process before any services not set forth herein are performed.

If either party believes a change to this agreement is necessary, such party shall issue to the other party a written change request ("Change Request"). In the case of an OSC-initiated Change Request, Infor will promptly evaluate the feasibility of the Change Request following receipt and will determine the impact to the Services cost and timelines. If additional scope of work necessary for the contemplated changes are not included in the Service Fees specified in Attachment B (Bid Page) and are requested by OSC, the rate for such additional scope of work will be established at that time based on Infor's then-current rates.

Infor shall provide OSC a written statement ("Change Response") describing in detail:

- Any additional scope of work to be performed because of the Change Request.
- The estimated fee associated with such additional scope of work.
- Any other information relating to the Change Request that may reasonably be requested by OSC.

OSC shall respond promptly to any Infor-initiated Change Request. If OSC approves an Infor-initiated Change Request or a Change Response, with such approval to be in writing, such Change Request or Change Response shall be deemed to be a "Change Order." Any duly executed Change Order shall be deemed an amendment to this agreement.

The Infor Service Delivery Manager and the OSC primary contact recorded in the Customer Profile Document shall administer any approved Change Order. If OSC rejects an Infor-initiated Change Request, or any Change Response, the selected Bidder and OSC shall proceed to fulfill their obligations as originally agreed under this Work Order and any subsequent Change Order.

2.8 Services Delivery

2.8.1 Service Management

Two roles must be assigned to guide the overall execution of the Services for OSC as follows:

- Service Delivery Manager (SDM)
 - Provides post go-live service delivery oversight and serves as escalation point for OSC;
 - Leads regularly scheduled service management meetings to discuss current activities and align on plans and priorities;
 - Provides monthly service reporting and leads customer discussion of KPI performance; and
 - Serves as customer contact for any non-standard requests.
- Service Operations Manager (SOM)
 - Supports and integrates with the activities of Service Delivery Manager as needed;
 - Manages the day-to-day operational progress and priority of cases and requests from OSC submission through resolution;
 - Coordinates the resources and actions of the CareFor delivery team in line with OSC issue severities; and
 - Ensures status is communicated to OSC as defined and agreed in the OSC Profile Document.

2.8.2 Service Engagement

The following summarizes the engagement process for OSC service requests and Infor in subsequent support of service requests:

- Support a specific, limited number of OSC users of the Services who will be identified and named in the OSC Profile Document and enabled to submit support requests in the Infor case management system (“Key Users”).
- Key Users will log issues and service requests as service cases within the Infor Customer Portal and add email addresses of any other OSC users who should be notified of service case updates. Solution Enhancement requests are to be routed directly to the CareFor queue, whereas all others must be routed per standard procedure through Infor Support.
- If the case is within the scope of the Services, OSC will be notified, and at which point the CareFor Service Operations Manager will initiate the Services under this agreement.
- The service case will be assigned to a CareFor resource based on the description and Priority of the case.
- The assigned CareFor resource(s) will review the case and, if needed, collaborate with OSC Key User to understand and resolve the issue or request.
- Once a service request or issue resolution is completed and tested by the CareFor team, OSC will be notified, and OSC will be responsible for user testing and confirmation of resolution.

2.8.3 Service Levels

In delivery of the Services, Infor will categorize OSC requests according to the following Priority levels. Once requests are routed to the CareFor team and a resource is assigned to address the request, they will engage with the OSC contact via the Infor Customer Portal to clarify the request, gather information, or request a meeting if necessary (collectively, “Response”). The below summarizes the target response times for the Services:

Priority	Category	Description	Target Response Times
Priority 1	Critical Production Service Unavailable	Service is unavailable for all users in production, or a critical business process in production has halted with no acceptable workarounds.	Per OSC’s contracted Infor product support plan response times
Priority 2	Major Impact	Service is severely impaired causing disruption to important business processes and there is no acceptable workaround.	
Priority 3	Medium Impact	Service is partially impaired. There is disruption to Important business processes, but there is an acceptable short-term workaround.	
Priority 4	Standard	Service is fully operational. There are questions regarding functionality of the software or an issue where an acceptable workaround exists	
	Solution Enhancement	Service request for new Extensions to existing solution to meet new or changed OSC business requirements.	Within 24 Business Hours

2.1 Service Transition

After contract execution, the selected Bidder will engage with OSC to conduct transition and onboarding activities to prepare to deliver the Services. This period shall involve the following activities:

- Assignment by OSC of a transition lead to work with Infor on the development of a transition plan and manage the timely execution of related OSC responsibilities;

- Alignment on a transition plan, drafted by the Service Delivery Manager and Service Operations Manager, of service enablement deliverables, owners, stakeholders, and timelines;
- Review by the CareFor team of OSC's related technical and process documentation;
- Development and confirmation with OSC of a Customer Profile Document, specific to OSC, describing the aligned service and operational model, communication plan, and ongoing service reporting; and
- Enablement of OSC identified Key Users of the Services with set up and training in CareFor service ticket creation and management using the Infor Customer Portal.

2.2 Service Assumptions

The following assumptions apply generally to delivery of the Services under this agreement:

Services Design

- All Services will be performed remotely. If OSC requests, and the parties mutually agree, that the selected Bidder provide onsite visits, OSC shall pay for reasonable travel and living expenses.
- All communication will be in English.
- Business Hours for the Services are between 8:00 am and 5:00 pm US Eastern Time Monday through Friday.
- All staff providing Services to OSC must be in the contiguous United States.
- OSC will have no more than eight (8) Key Users of the Services.
- OSC Key Users have a base knowledge and working understanding of the Infor applications, business processes, and technical skills related to their roles and will provide end user application support, including application navigation and end user process execution guidance.
- SOM and SOM governance as detailed in Section 2.2 will be performed during US Business Hours only.

Infor Requirements to Deliver the Services

- OSC has a current, valid, and paid contract for Infor Support for all the Infor products in scope.
- All the credentials needed to access the in-scope Infor products and to provide the Services will be provided by OSC.
- OSC will provide relevant contacts to assist Infor CareFor personnel during both transition and ongoing delivery of the Services. Failure to do so may impact Infor's ability to resolve cases.
- If necessary, site-to-site VPN information will be provided by OSC to the CareFor team for configuration of the site-to-site VPN tunnel.
- OSC will provide complete and accurate documentation of their key business processes and Extensions for in-scope applications. If OSC is unable to do so, this may affect Infor's ability to resolve OSC's request quickly and effectively.
- If requested, OSC will provide evidence of successful testing as documented for all in-scope Extensions. Where requested evidence of successful testing can't be provided by OSC, Infor's ability to resolve cases may be impacted. Resolution may require a separate engagement with Infor Global Professional Services or a certified Infor consulting partner. Any cost to OSC would be in addition to fees in Attachment B (Bid Page).

Limitations to Services Scope

- Should OSC's named user counts shown increase by more than 10% at any time during the Term, the CareFor Change Control Process shall be followed to address such change in scope.
- This agreement does not include the delivery of consulting project work. As such, Infor reserves the right to consider an OSC-requested work effort to be a consulting project for reasons that include, but are not limited to, the requirement of deliverables not described in this agreement, the inherent need for project management or integrated architecture design by Infor, or a requirement of services noted below. Infor uses an expected level of effort of forty (40) or more Consumable Hours as a trigger to evaluate the nature of OSC-requested work efforts. If Infor determines an OSC-requested work effort to be a consulting project, the effort must then be engaged under a separate work order with Infor Global Professional Services or other consulting services provider, provided, however, that prior to making such determination, Infor must consult via a mutually agreeable means (e.g., phone, zoom, etc) with OSC's Deputy Director or designee regarding the level of work effort and the scope of the work

order, and further provided that no such separate work orders will be considered OSC approved without the signature of an authorized OSC representative and other required approvals on such work order and any other corresponding documentation that may be required by OSC, including an executed amendment to the then-applicable agreement.

- Unless mutually agreed by the parties, OSC will be responsible for test script development, test script maintenance, and test execution, related to or resulting from extension management, however, the Contractor is responsible for these elements with release support.
- Unless mutually agreed by the parties and included in the scope of Solution Enhancement, OSC will be responsible for documentation for use by or to support OSC's end users. In relation to extension management, the Contractor is responsible for providing documentation.
- If additional Software or application modules are added or other changes to the scope of the Services are made, these will be accommodated as a change order to this agreement after mutual review and acceptance by the parties.
- All changes to the Services will be handled using the CareFor Change Control Process described in Section 2.7.

2.3 Exclusions

The following is a list of specific notable exclusions to the Services. This list is complementary to the scope of the Services defined above and within the agreement, as such it does not represent a comprehensive list of exclusions to the Services.

- Any other Infor product-related support or services not specifically defined herein
- Infor Payroll and Infor WFM are not included in support scope
- Services or responsibilities within the scope of Infor Software Support or Infor Cloud Operations
- Services for any third-party products not listed in Section 1.0
- Infor and any other Software licensing
- Infor product maintenance/support fees
- New site rollouts, implementations, migrations, or initial application tenant set up
- User acceptance testing
- End user training
- Data archiving services
- Data correction execution or any other DBA services
- All support of OSC hardware and software used to access in-scope software

3.0 Administrative Information

3.1 Procurement Integrity

OSC is conducting this IFB accordance with the OSC Executive Order on Procurement Integrity and OSC Procurement Integrity Procedures, attached to this IFB as Appendix D, which:

1. require a Bidder to make contact only with the OSC Director of Finance or designees (each the "Contracting Officer"), and
2. Prohibit a vendor from exerting or attempting to exert any improper influence relating to its bid. "Improper influence" means any attempt to achieve preferential, unequal or favored consideration of a bid based on considerations other than the merits of the bid, including but not limited to, any conduct prohibited by the Ethics in Government Act, as set forth in Public Officers Law §§ 73 and 74.

All inquiries concerning this procurement must be addressed to the OSC Director of Finance as Contracting Officer, or designee, via email (preferred) to RFP@osc.ny.gov or via hard copy mail to:

**Director of Finance
Questions for IFB0003
Office of the State Comptroller
110 State Street, Stop 13-2
Albany, NY 12236-0001**

Bidders may not initiate contact with any OSC official regarding this procurement during the restricted period except as provided herein. This prohibition applies to any oral, written, or electronic communication under circumstances where a reasonable person would infer that the communication was intended to influence this procurement. Violation of any of the requirements described in this Section 3.1 may be grounds for a determination that the Bidder is non-responsible and therefore ineligible for contract award. Two violations within four years of the rules against impermissible contacts during the restricted period may result in the violator being debarred from participating in an OSC procurement for a period of four years.

The “restricted period” means the period of time commencing with the earliest written notice, advertisement, or solicitation of a Request for Proposals, Invitation for Bids, or solicitation of proposals, or any other method for soliciting a response from Bidders intending to result in a procurement contract with OSC and ending with the final contract award by OSC or, where applicable, final contract approval by the OSC Bureau of Contracts.

3.2 Questions

There will be an opportunity available for submission of written questions and requests for clarification with regard to this IFB. All questions and requests for clarification of this IFB should cite the particular IFB section and paragraph number, where applicable, and must be submitted via email (preferred) or by hard copy mail to the Contracting Officer as indicated in Section 3.1 (Procurement Integrity/Restrictions on Communication), no later than the Deadline for Submission of Written Questions as specified in the Calendar of Events. Questions received after the deadline may not be answered.

Requests for clarifications of contract language contained in Attachment C (Draft Contract) must be addressed at this time.

It is the Bidder’s responsibility to ensure that hard copy mail or email containing written questions and/or requests for clarification is received at the above address no later than the Deadline for Submission of Written Questions.

The comprehensive list of questions and responses will be posted to the OSC website and notice of such posting will be distributed by email to all vendors known to OSC who have received electronic access to this IFB on the date specified in the Calendar of Events. This listing will not include the identities of the vendors submitting the questions; those vendors will remain anonymous to the extent allowed by law.

3.3 Right to Modify IFB

OSC reserves the right to modify any part of this IFB, including but not limited to, the date and time by which sealed Bids must be submitted and received by OSC, at any time prior to the Deadline for Submission of Bids. Modifications to this IFB shall be made by issuance of amendments and/or addenda.

Prior to the Deadline of Submission of Bids, any such clarifications or modifications deemed necessary by OSC will be posted to the OSC website and subsequent email notification will be distributed to all potential Bidders known to OSC. OSC also reserves the right to cancel this IFB, in whole or in part, and to reject any and all Bids.

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify OSC (See Section 3.1) of such error in writing and request clarification or modification of the document.

If, prior to the Deadline for Submission of Bids, a Bidder fails to notify OSC of a known error or an error that reasonably should have been known, the Bidder shall assume the risk of bidding. If awarded the Contract, the Bidder shall not be entitled to additional compensation by reason of the error or its correction.

3.4 Sales and Compensating Use Tax Certification

Tax Law § 5-a requires contractors awarded State contracts for commodities or services valued at more than \$100,000 over the full term of the contract to certify to the New York State Department of Taxation and Finance (“DTF”) that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specific period of time. The registration requirement applies if the contractor made a cumulative total of more than \$300,000 in sales during the four completed sales tax quarters which immediately precede the sales tax quarter in which the certification is made. Sales tax quarters are June – August, September – November, December – February, and March – May. In addition, contractors must certify to DTF that each affiliate and subcontractor of such contractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also certify to the procuring state entity that they filed the certification with the DTF and that it is correct and complete.

The selected Bidder must file a properly completed Form ST-220-CA (with OSC as the Contracting Agency within 48 hours of notification of selection for award) and Form ST-220-TD (with the DTF). These requirements must be met before a contract may take effect. Further information can be found at the New York State Department of Taxation and Finance’s website, available through this link: www.tax.ny.gov/pdf/publications/sales/pub223.pdf. Forms are available through these links:

- ST-220 CA: http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf
- ST-220 TD: http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf

3.5 Workers’ Compensation, Disability and Paid Family Leave Benefits Certifications

Sections 57 and 220 of the New York State Workers’ Compensation Law (“WCL”) provide that OSC shall not enter into any contract unless proof of workers’ compensation, disability and paid family leave benefits insurance coverage is produced. Prior to entering into a contract with OSC, successful Bidders must verify for OSC, on forms authorized by the New York State Workers’ Compensation Board, the fact it is properly insured or is otherwise in compliance with the insurance provisions of the WCL. The forms to be used to show compliance with the WCL are listed below. Any questions relating to workers’ compensation, disability, or paid family leave benefits coverage should be directed to the New York State Workers’ Compensation Board, Bureau of Compliance at (866) 298-7830. Failure to provide verification of any of these types of insurance coverage by the time the contract is ready to be executed will be grounds for disqualification of an otherwise successful Bid.

The selected Bidder must submit the following documentation within 48 hours of notification of selection for award:

A. Proof of Workers' Compensation Coverage:

Upon notification of award, the selected Bidder must submit ONE of the following forms as Workers' Compensation documentation:

1. Form C-105.2 – Certificate of Workers' Compensation Insurance issued by private insurance carrier (or Form U-26.3 issued by the State Insurance Fund); or
2. Form SI-12 – Certificate of Workers' Compensation Self-Insurance (or Form GSI-105.2 Certificate of Participation in Workers' Compensation Group Self-Insurance); or
3. Form CE-200 – Certificate of Attestation of Exemption from New York State Workers' Compensation Coverage.

B. Proof of Disability and Paid Family Leave Benefits Coverage:

Upon notification of award, the selected Bidder will be requested to submit ONE of the following forms as Disability documentation:

1. Form DB-120.1 – Certificate of Insurance Coverage – Disability and Paid Family Leave Benefits Law; or
2. Form DB-120.2 – Certificate of Participation in Disability or Disability and Paid Family Leave Benefits Group Self-Insurance; or
3. Form DB-155 – Certificate of Self-Insurance Coverage – Disability and Paid Family Leave Benefits Law; or
4. Form CE-200 – Certificate of Attestation of Exemption from New York State Disability and Paid Family Leave Benefits Coverage.

Further information is available at the Workers' Compensation Board's website, which can be accessed through this link: <http://www.wcb.ny.gov>.

List the Name and Address of the Entity Requesting Proof of Coverage on the Workers' Compensation, Disability and Paid Family Leave Benefits certifications as:

Office of the State Comptroller
ATTN: Bureau of Finance
110 State Street, Mail Stop 13-2
Albany, NY 12236

Only the forms listed above are acceptable; ACORD forms cannot be accepted.

3.6 OSC's Reserved Rights

OSC reserves all rights with respect to Bids, including, but not limited to:

1. Cancel the procurement, reject any and all Bids received in response to this IFB, or choose to make no award.
2. Prior to opening of Bids, amend the IFB to correct errors or oversights, or to change any of the scheduled dates, or to supply additional information, as it becomes available. Modifications to the IFB shall be made by issuance of amendments and/or addenda.
3. Prior to opening of Bids, direct Bidders to submit Bid modifications addressing IFB amendments or addenda.

4. Waive any immaterial deviation or defect in a Bid. A waiver of immaterial deviation or defect shall in no way modify the IFB documents or excuse the Bidder from full compliance with the IFB requirements. However, OSC may waive any IFB requirements that are not material, or eliminate any mandatory, non-material requirements that cannot be complied with by all prospective Bidders.
5. Reject any Bid that contains false or misleading statements, or that provides references that do not support an attribute, condition, or qualification claimed by the Bidder.
6. Correct any arithmetical errors in any Bid, and, in the event that the fees or costs in two or more Bids are not comparable, to make appropriate adjustments to render the fees and costs comparable.
7. Require a Bidder to clarify its Bid to assure a full understanding of the Bid and to request revisions to all Bids from vendors susceptible of contract award. Any request for clarification or revision is solely at the discretion of OSC.
8. Use in the evaluation process any information obtained through interviews and OSC's investigation of a Bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the Bidder in response to OSC's request for clarifying information.
9. Rescind a preliminary contract award and proceed to the next highest-scoring Bidder if a signed contract does not result from good faith negotiations with OSC within a reasonable period of time as determined by OSC.
10. Proceed to the next highest-scoring Bidder in the event that the Bidder who had submitted the lowest cost Bid prior to contract award cannot satisfy the requirements as stated in this IFB.

3.7 Tie Bids

In the event of tie Bids, the award will be given to the tied Bidder whose bid provides the lowest annual price for Infor CareFor Managed Services for Software identified in Section 1.0 of the IFB on Attachment B. In the event of a further tie, the award will be given to the tied Bidder whose bid was received first by OSC.

3.8 Method of Award

Award will be made to the responsive and responsible Bidder meeting the Minimum Qualification as outlined in Section 2.0 of this IFB that proposes the lowest total bid cost on Attachment B.

The resulting Agreement will not be in effect until approved by the New York State Attorney General and OSC's Bureau of Contracts.

3.9 Freedom of Information Law

All Bids are subject to disclosure in accordance with the requirements of the Freedom of Information Law ("FOIL"). Accordingly, upon submission of the Bid, Bidder is encouraged to clearly and specifically indicate any portion of the Bid believed to be a trade secret or the disclosure of which would cause substantial injury to the Bidder's competitive position and submit a written statement of the necessity for protective treatment by OSC. Blanket assertions are insufficient. Upon receipt of a FOIL request for such records, OSC will grant or deny access in accordance with the law.

3.10 State Ethics Law Provision

By submitting a bid, the person signing the bid certifies, for and on behalf of the Bidder, that:

1. The signing person has read and understands the provisions applicable to post-employment restrictions affecting former New York State officers and employees, available using the link¹ below:
 - a. Public Officers Law §73(8)(a)(i), (the two-year bar); and

¹ Click on this link: [Public Officers Law, Article 4](#). When the page opens, click on "Laws" in the menu bar at the top of the page, then "Laws of New York." On the next page, select "PBO Public Officers." When this page opens, select "Article 4 – (60 - 79) POWERS AND DUTIES OF PUBLIC OFFICERS" and choose Sections 73 (8-a)(i) and 73 (8-a)(ii).

- b. Public Officers Law §73(8)(a)(ii), (the lifetime bar);
2. Submission of this bid does not violate either provision;
3. The signing person is familiar with the Bidder's employees, and its agents;
4. No violation shall occur by entering into a contract or in performance of the contractual services;
5. This certification is material to the bid; and
6. The signing person understands that OSC intends to rely on this certification.

The Bidder must disclose to OSC, within its Bid and on a continuing basis, any circumstances that could affect its ability to comply with the cited laws. Bidders shall address any questions concerning these provisions to:

Commission on Ethics and Lobbying in Government
540 Broadway
Albany, NY 12207
Telephone #: (518) 408-3976

3.11 Debriefings – Protests

A. Debriefing

Consistent with New York State Finance Law §163(9)(c), any Bidder not selected for award may, within 15 calendar days of release of OSC's written electronic notice that such Bid is unsuccessful, request a debriefing to discuss the reason(s) that the Bid submitted by the unsuccessful Bidder was not selected for award. A debriefing must be requested in writing and the request shall be submitted to the Contracting Officer in accordance with Section 3.1.

A Bidder will be accorded fair and equal treatment with respect to its opportunity for debriefing. The debriefing shall be scheduled within a reasonable time after receipt of the Bidder's written request by the Bureau of Finance.

B. Protest

Any interested party may file a protest concerning the contract award with OSC's Director of Finance at the above address within 10 business days from the date of the notice of the contract award, except that any protest concerning the terms and conditions of the solicitation (or other matters that would be apparent to an interested party prior to the date set in this IFB for the receipt of Bids) must be filed on or before the date set in this IFB for the receipt of Bids. OSC's Contract Award Protest Procedure may be accessed by using this link:

https://web.osc.state.ny.us/agencies/guide/MyWebHelp/Content/files/XI_17_att2.pdf

4.0 Bid Preparation

Bidders must include the following documents in their bid:

1. **Attachment A** – Bidder's Certified Statements, completed and signed by an authorized signatory for the Bidder.
2. **Attachment B** – Bid Page, completed.
3. **Appendix B** – Submit a copy of the Bidder's EEO Policy Statement, as described in Clause 12 of Appendix A, Standard Clauses for NYS Contracts. Submit a completed and signed Form AC 3239-A (Proposer's EEO Staffing Plan of Anticipated Workforce) attached to this IFB as part of Appendix B, which should document the workforce to be utilized on the state contract entered into as a result of this procurement, broken down by specified ethnic background, gender, and federal occupational categories or other appropriate categories specified by OSC.
4. **Appendix E** – Contractor's Certifications/Acknowledgements, completed and signed by an authorized signatory for the Bidder.
5. **Appendix F** – Disclosure of Prior Non-Responsibility Determinations, completed and signed by an authorized signatory.

Bidders may, but are not required, to include the following documents in their bid:

1. Vendor Responsibility Questionnaire: Bidders and any subcontractors providing services in excess of \$100,000 must complete, certify, and file a NYS Vendor Responsibility Questionnaire. OSC recommends that vendors file the required Vendor Responsibility Questionnaire online via the NYS VendRep System: <https://www.osc.ny.gov/state-vendors/vendrep/file-your-vendor-responsibility-questionnaire>.

To enroll for the first time, follow the six-step process outlined on the NYS VendRep System Checklist: <https://www.osc.state.ny.us/files/vendors/2017-11/vendrep-checklist.pdf>. You will need:

- Vendor Name
- Legal Business Name
- NYS Vendor ID (this is different from a taxpayer ID). If you do not currently have a NYS Vendor ID, contact the OSC Help Desk at 866-370-4672 or 518-408-4672 and provide your firm's full legal name, tax ID, and contract information.

For assistance with the NYS VendRep System, or to request a paper copy of the NYS Vendor Responsibility Questionnaire, contact the OSC Help Desk at 866-370-4672 or 518-408-4672, or by email at ITServiceDesk@osc.ny.gov.

2. Freedom of Information Law – Bid Redactions: while not required, Bidders may submit their written statements of the necessity for the claimed exceptions at the time of submission of their Bids.

5.0 Instructions for Submitting a Bid

Bids must be received by the Bid Due Date as specified in the Calendar of Events of this IFB. Bids received after the Bid Due Date may be rejected.

Bidders must submit their bids using **at least one** of the following options:

(1) Email (Preferred)

Bidders may submit their bids via email to rfp@osc.ny.gov. Bidders should identify the email as a bid submission by including "IFB0003 – [Bidder's name] submission" in the email subject line.

This email must include the bid documents as **attachments**. Links to documents posted to cloud-based file hosting services (e.g., Dropbox, Google Drive) will not be accepted. All files should be in either Adobe PDF, Microsoft Word, or Microsoft Excel format; submission of alternative file formats may not be accepted. The files must be representative copies of the original documents, **including signatures**, and should be searchable. Documents requiring signature should be signed with an ink pen (i.e., wet signature) and scanned.

Bidders must ensure that their email and attachments are free of malicious software (i.e., malware) and that all files are accessible and uncorrupted. If OSC identifies malicious software, or the files are inaccessible or corrupted, OSC may reject the bid and eliminate it from further consideration.

Bidders must ensure that the **total file size** of all email attachments is less than **100 MB**. If the total file size of all attachments exceeds 100 MB, submit bid attachments in two or more emails or select an alternative submittal method.

(2) Paper

Bidders may submit their bids in paper format via USPS mail or courier/delivery service (e.g., FedEx, UPS). Documents requiring signature should be signed with an ink pen (i.e., wet signature) and scanned.

Mail bids to OSC at:

Attn: Director of Finance
Office of the State Comptroller (IFB0003)
110 State Street, Mail Stop 13-2
Albany, NY 12236-0001

(3) USB Flash Drive

Bidders may submit their bids on a USB flash drive containing a digital copy of the files via USPS mail or by courier/delivery service (e.g., FedEx, UPS). Bidders should clearly mark USB flash drive as "IFB0003 [Bidder's name]." All files should be in either Adobe PDF, Microsoft Word, or Microsoft Excel format; submission of alternative file formats may not be accepted. The files must be representative copies of the original documents, **including signatures**, and should be searchable. Documents requiring signature should be signed with an ink pen (i.e., wet signature) and scanned.

Bidders must ensure that the USB drive is free of malicious software (i.e., malware) and that all files are accessible and uncorrupted. If OSC identifies malicious software, or the files are inaccessible or corrupted, OSC may reject the bid and eliminate it from further consideration.

Mail the USB drive to OSC at:

Attn: Director of Finance
Office of the State Comptroller (IFB0003)
110 State Street, Mail Stop 13-2
Albany, NY 12236-0001

Submission of bids by any other method (e.g., fax, hand delivery) or format (e.g., CD or links to a cloud-based file hosting service) will not be accepted.

OSC recommends Bidders use more than one of the above submission methods and use package tracking.

6.0 Bid Withdrawal

Bidders may withdraw their bids before the Bid Due Date by providing OSC with written notification of their withdrawal, signed by an authorized agent of the Bidder. Bidders may modify and resubmit their bids before the Bid Due Date but may not modify their bids after the deadline.

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ATTACHMENT A
BIDDER'S CERTIFIED STATEMENTS
(MANDATORY SUBMISSION: to be completed and included in the Bid)

IFB0003 – INFOR CAREFOR MANAGED SERVICES
1. Information with regard to the Bidder
A. Provide the Bidder's name, address, and telephone number.
Name:
Address:
City, State, ZIP Code:
Telephone Number (including area code):
B. Provide the name, address, telephone number, and email address of the Bidder's Primary Contact with OSC with regard to this Bid.
Name:
Address:
City, State, ZIP Code:
Telephone Number (including area code):
Email Address:
C. Provide the name, address, telephone number, and email address of the person authorized to bind the Bidder contractually, if different from (B).
Name:
Address:
City, State, ZIP Code:
Telephone Number (including area code):
Email Address:

<p>D. In accordance with paragraph 6 of the OSC Procurement Integrity Procedures included in this IFB as Appendix D, provide the name, address, telephone number, email address, place of principal employment and occupation of any person authorized to represent the Bidder. This requirement applies not only to Bidder's employees involved in the submission of the Bid, but also to every individual or organization employed or designated by the Bidder to attempt to influence the procurement process. If there is none, state that. This information must be updated if, after the Deadline for Submission of Bids, the Bidder retains an individual or organization to attempt to influence the procurement process. Indicate also whether the individual or organization has a financial interest in the procurement.</p>	
Name:	
Address:	
City, State, ZIP Code:	
Telephone Number (including area code):	
Email Address:	
Place of Principal Employment:	
Occupation:	
This individual/organization has a financial interest in the procurement:	<input type="checkbox"/> Yes <input type="checkbox"/> No
No such individual/organization is authorized to represent the Bidder:	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Minimum Qualification to Bid (Section 2.0):	
A. The Bidder is the developer of the Software or an authorized reseller of CareFor Services.	<input type="checkbox"/> Yes <input type="checkbox"/> No*
3. Bidder's Acknowledgement of Bid Requirements: [Note: alteration of any language contained in this section may render your Bid non-responsive.]	
A. The Bid constitutes a firm and irrevocable offer for a period of <u>180</u> days from the date of submission to OSC.	<input type="checkbox"/> Yes <input type="checkbox"/> No*
B. By submission of a Bid, the Bidder agrees not to make any claims for or have a right to any damages because of any misrepresentations or misunderstanding of the specifications or because of any lack of information.	<input type="checkbox"/> Yes <input type="checkbox"/> No*
C. The Bidder agrees to fully comply with the OSC Executive Order on Procurement Integrity and the OSC Procurement Integrity Procedures attached to this IFB as Appendix D.	<input type="checkbox"/> Yes <input type="checkbox"/> No*
D. The Bidder certifies that it can and will provide and make available, at a minimum, all services as described in the IFB if selected for award.	<input type="checkbox"/> Yes <input type="checkbox"/> No*

<p>E. The Bidder certifies that staff provided to perform Services possesses the necessary integrity and professional capacity to meet OSC’s reasonable expectations. Subsequent to the commencement of Services, whenever the selected Bidder becomes aware, or reasonably should have become aware, that any staff member(s) providing Services to OSC no longer possesses the necessary integrity or professional capacity, the Bidder agrees to immediately discontinue the use of such staff and notify OSC.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No*
<p>F. The Bidder certifies that all information provided in connection with its bid is true and accurate.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No*
<p>G. The Bidder has read, understands, and accepts all provisions of Appendix A – Standard Clauses for New York State Contracts. Appendix A contains important information related to the contract to be entered into as a result of this IFB and will be incorporated, without change or amendment, into the contract entered into between OSC and the Bidder. By submitting a response to the IFB, the Bidder agrees to comply with all the provisions of Appendix A.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No*
<p>H. The Bidder is willing to enter into an Agreement substantially in accord with the terms of Attachment C (Draft Contract), should the Bidder be selected for contract award.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No*
<p>I. The Bidder agrees that OSC shall have the right to approve or disapprove, after appropriate review and/or interview(s), any and all subcontractor(s) of the Bidder prior to their performance of services under the Agreement.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No*
<p>J. The Bidder agrees that it shall be fully responsible for performance of work by its staff and by its subcontractor’s staff. OSC reserves the right to request removal of any Bidder staff or subcontractor’s staff if, in OSC’s discretion, such staff is not performing in accordance with the Agreement.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No*
<p>* A “No” Response in Sections 2 or 3 of this attachment may result in disqualification.</p>	
<p>4. Information Required:</p>	
<p>A. The Bidder is (check as applicable):</p>	
<p> <input type="checkbox"/> A New York State Certified Minority-Owned Business Enterprise <input type="checkbox"/> A New York State Certified Woman-Owned Business Enterprise <input type="checkbox"/> A New York State Certified Minority and Woman-Owned Business Enterprise (Dual Certified) <input type="checkbox"/> A New York State Service-Disabled Veteran-Owned Business <input type="checkbox"/> None of the above </p>	
<p>B. Provide the name, title, address, telephone number, and email address of the person authorized to receive Notices with regard to the contract entered into as a result of this procurement. See Section V of the Contract (Attachment C), NOTICES.</p>	
<p>Name:</p>	
<p>Title:</p>	
<p>Address:</p>	
<p>Telephone Number (including area code):</p>	

Email Address:

C. Bidder's Taxpayer Identification Number:

D. Bidder's NYS Vendor Identification Number, if enrolled:

By my signature I affirm under penalty of perjury that I am duly authorized to legally bind the Bidder referenced above and I sign this Attachment A (Bidder's Certified Statements) as the legally binding act of the Bidder.

Typed or Printed Name of Authorized Representative of the Bidder

Title/Position of Authorized Representative of the Bidder

Signature of Authorized Representative of the Bidder

Date

ATTACHMENT B
BID PAGE

[The Bid Page is a separate Excel file available on the OSC website at:
<https://www.osc.ny.gov/procurement>]

ATTACHMENT C
DRAFT CONTRACT

[The Draft Contract is a separate PDF file available on the OSC website at:
<https://www.osc.ny.gov/procurement>]