



Office of Information Technology Services

KATHY HOCHUL
Governor

DRU RAI
Chief Information Officer

AMENDED – February 14, 2024

AMENDED – JANUARY 31, 2024

**Competitive Procurement for:
Invitation For Bid
C000741-ONSITE/OFFSITE CONFIDENTIAL DATA DESTRUCTION**

Procurement Website: <http://www.its.ny.gov/competitive-procurement-opportunities>

DESIGNATED CONTACT FOR INQUIRIES AND SUBMISSIONS

IFB related questions must be submitted via email using the Bidder Questions and Extraneous Terms Form (Attachment 2) to the designated contact for this IFB at its.sm.bestvalue@its.ny.gov

No other method of inquires will be accepted.

IMPORTANT NOTICE: A Restricted Period under the provisions of the State Finance Law relating to procurement lobbying is currently in effect for this Procurement and will remain in effect until State Comptroller approval of the Contracts resulting from this Invitation for Bid (IFB) or any cancellation of this procurement. During the Restricted Period of this Procurement, ALL communications must solely be directed, in writing, to the following individuals (Designated Contacts) and must be in compliance with the provisions of the State Finance Law relating to procurement lobbying and all other IFB instructions. Suggestions for the Procurement must only be made to the Designated Agency Contact. Other communications relating to the Procurement must be directed to the Designated Contact.

its.sm.bestvalue@its.ny.gov

ITS ADDRESS FOR BID DELIVERIES

Address to:

Katherine Goodrich, Contract Manager
NYS OFFICE OF INFORMATION TECHNOLOGY SERVICES
VENDOR SOURCING AND MANAGEMENT, BEST VALUE TEAM
EMPIRE STATE PLAZA, SWAN STREET BUILDING, CORE 4, ROOM 2404
ALBANY, NY 12223 its.sm.bestvalue@its.ny.gov

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ATTACHMENTS (MUST BE COMPLETED BY VENDOR'S AND SUBMITTED WITH BIDS)

Attachment 1 - Firm Offer Letter and Conflict of Interest Disclosure
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EXHIBITS

Exhibit A - C000741 OCDD Pick Up Sites by Regions
Exhibit B – C000741 OCDD Equipment
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ITS Required Forms: <https://its.ny.gov/vendor-information>
MWBE & SDVOB Forms: <https://its.ny.gov/procurement>
Security Policies & Standards: <https://its.ny.gov/policies>

SECTION 1- PROCUREMENT OVERVIEW

1.1 PURPOSE OF INVITATION FOR BIDS

The New York State Office of Information Technology Services (hereinafter "ITS" or "State") is issuing this Invitation for Bid (IFB) C000741, entitled "Onsite/Offsite Confidential Data Destruction," to seek bids from responsive and responsible Vendors for on-site and specific site certified secure data destruction, sanitization, electronics recycling and value recovery, as appropriate of data bearing and non-data bearing hard drives, thumb drives, personal digital assistants (PDA's), magnetic tapes, magnetic disks, SD, floppies, optical media and other media types, as well as with the physical destruction of standalone data storage devices located within the data-bearing computing equipment and electronic media that meets the environmental, sanitation and custody requirements as outlined in Section 3 – Scope of Work, of this IFB.

ITS will execute one (1) Contract with a Vendor on behalf of the State. Said Contract will be awarded, to a qualified Bidder whose Bid is determined to provide the "Best Value" to the State. "Best Value" means the basis for award to those responsible and responsive Bidder(s) whose offer optimizes quality, cost, and efficiency, and which is consistent with the best interests of the State. This IFB will result in a five (5) year contract.

1.2 BACKGROUND (CURRENT STATE)

There is a growing backlog of the data bearing computer equipment and electronic media located at various facilities described in Exhibit A – Pick Up Sites by Regions. ITS requires that all computing equipment and electronic media shall be disposed of in accordance with NYS recycling and electronic destruction requirements, including the sanitization method of physical destruction for all data storage devices located within the data-bearing computing equipment and electronic media.

ITS estimates that there are approximately 75 pallets of computing equipment and electronic media (about 6,000 units) requiring disposal at this time. That number will increase by approximately 1,000 units per month for the next 6 to 9 months. **Note:** the total number of units/devices, percentage of data bearing units/devices, volume of backlogged units/devices and the number of pickups per month, are estimated numbers and do not represent a guarantee of a certain level of utilization by ITS under the contract.

1.3 BUSINESS GOALS (FUTURE STATE)

ITS estimates at least 10 pickups per month to be scheduled. Specific locations and scheduling shall be based on the State's needs. Subcontractors are only permitted as described below. Pickups for disposal shall be coordinated between the Vendor and ITS, with at least 15 Calendar Days notice provided to the Vendor. The Vendor is required to maintain its NYS Document Destruction Vendor License, which applies to any possible private, sensitive, regulated, or controlled data kept in electronic form saved on the data storage devices located within the data-bearing computing equipment and electronic media, for the duration of the contract.

Use of subcontractors for any portion of the Group A services provided under this Contract is strictly prohibited. Subcontractors can be used for Group B and are required to meet any background check or other personnel requirements as outlined in this IFB. Upon completion of the environmentally compliant disposition of the equipment, including the physical destruction of the data storage devices located within the data-bearing computing equipment and electronic media, the Vendor shall provide ITS with a written certification of such disposal.

1.4 CALENDAR OF EVENTS

Calendar of Events (AMENDED)(AMENDED)	
Event	Date
IFB Release Date	December 29, 2023
Deadline for Submission of Vendor Questions and Extraneous Terms Form	January 12 , 2023 5:00 p.m. Eastern Time
Issuance of Response to Submitted Questions	On or around January 26, 2023
BID DUE DATE	February 8, 2024 5:00 p.m. February 14, 2024 @ 2:00 p.m. February 21, 2024 @ 2:00 p.m. Eastern Time

1.5 DEFINITIONS

Definitions for certain terms in this document, its appendices and attachments, can be found in Appendix E – Glossary of Terms.

SECTION 2 – MINIMUM BIDDER QUALIFICATIONS

Bidders must meet the minimum qualifications set forth below and certify that the requirements have been met in Attachment 8 - Minimum Bidder Qualifications. Failure to meet, and certify, that the requirements have been met in Attachment 7 may result in the Bid being deemed disqualified, non-responsive, and eliminated from consideration.

- Bidder must be an organization which has been in continuous operation for at least one (1) year in the business of onsite and offsite confidential data destruction including hard drive shredding and/or optical media destruction service and data-bearing and non-data-bearing computing equipment and electronic media.
- Bidder must attest that they can meet a fifteen (15) calendar day or less onsite response time for service requests. Available service times are Monday –Friday, 9 a.m. to 5 p.m. Onsite Shredding is at the Harriman State Campus, Building 8, in Albany NY only. All other sites will need pick up for recycling and/or destruction. (Note: number of locations listed by county can be found in Exhibit A). A full list of location addresses will be released to the winning vendor and may be updated by the State at its sole discretion.
- Bidder at the time of bid submissions must be a licensed Document Destruction Vendor by the New York State Department of State.
- A bidder must be registered with the NYS Department of State as an entity authorized to conduct business in New York State.
- Bidder must be compliant with the National Institute of Standards and Technology (NIST) Special Publications 800.88 Revision 1 Guidelines for Media Sanitization <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>, the Health Information Patient Privacy Act (HIPPA) {<https://www.gpo.gov/fdsys/pkg/PLAW-104publ191/html/PLAW-104publ191.htm>} and the Federal Trade Commission (FTC) guidelines for confidential data and document destruction {http://www.ecfr.gov/cgi-bin/text-idx?SID=af99033a9d6cf5e5fed08fa5d8b7fa53&mc=true&tpl=/ecfrbrowse/Title16/16cfr682_main_02.tpl}

- Bidder must attest their data destruction services are compliant with the "Environmentally Compliant Disposal/Disposition" or "Disposal" or "Disposition" in accordance with the Guidance for Collectors, Dismantlers and Recyclers - NYS Dept. of Environmental Conservation <https://www.dec.ny.gov/chemical/42134.html>
- Bidder must attest their data destruction services are compliant with the "E-Media Physical Destruction" in accordance with ITS's Sanitization/Secure Disposal standard [nys-s13-003 sanitization secure disposal standard.pdf](#)

The State reserves the right to require the submittal of any documentation as it deems necessary in its sole discretion to verify a Bidder's satisfaction of the minimum qualifications.

SECTION 3 - SCOPE OF WORK

3.1 SCOPE REQUIREMENTS

The NYS Office of Information Technology Services (ITS) is requesting data destruction services for data bearing, non-data bearing, and other media destruction for multiple locations throughout New York State that meet the environmental, sanitation and custody requirements as described in Section 3.2 Requirements for Sanitation and Recycling.

Bidder will need to meet the below criteria for both Group A, the ITS Data Center Office (DCO), and Group B, ITS Workplace Services (WPS):

- Vendor will be required to comply with the NYS recycling with data sanitization, electronics destruction/recycling/disposal and value recovery requirements.
- Vendor will be required to meet the specific requirements for both Group A and Group B, for data sanitation and electronic destruction/recycling/disposal and value recovery.
- Vendor will need to be able to coordinate for destruction within fifteen (15) calendar days to meet the needs of the NYS Office of Information Technology Services.

3.1.1 REQUIREMENTS FOR MEDIA TO BE DESTROYED

Services are being procured for the environmentally compliant disposition of data-bearing and non-data-bearing computing equipment and electronic media along with the physical destruction of standalone data storage devices located within the data-bearing computing equipment and electronic media. Onsite destruction of all data bearing media at Harriman Office Campus, Building 8, Albany NY. Offsite destruction and recycling of data-bearing and non-data-bearing computing equipment, along with electronic media sorting, documenting, and removal for all ITS locations statewide.

Note: The total number of units/devices, percentage of data bearing units/devices, volume of backlogged units/devices and the number of pickups per month, are estimated numbers and do not represent a guarantee of a certain level of utilization by ITS under the contract.

The list of items includes, but is not limited to:

- Media including, hard drives with or without casing, solid state media including flash/nvme/ssd, optical media, magnetic media including tape and floppy disk, and USB media, optical media (CD, DVD, BD, etc.).
- Cathode Ray tubes
- Computers, including desktop, all-in one, laptop, tablet, E-Reader, Interactive Flat Panel (display with processor), Smart board, mini, notebook, smart display, thin client, RSA Tokens, mobile devices and accessories; network equipment; UPS units; consumer workstation,

Network switches, Network devices, tower/rack/blade server electronics; CRT/LCD/LED/Plasma displays, wireless cards, DVI cards, HDMI Adapters, and routers.

- Computer Peripherals- Scope of peripherals includes, but is not limited to: cables, telephones, surge protectors, cable adapters, typewriters, (Digital pic frame, Document scanner, Electronic keyboard or keypad, Electronic mouse or similar pointing device, microphone, External hard drive, 3-D printer, Cisco VTC, 3X Large Enterprise Printers, Shredder, Facsimile machine or Label printer (intended for use w/ a computer and weighing <100 lbs.), batteries, Monitors or televisions (>4" diagonally).
- Small Electronic Equipment Cable or satellite receiver, Digital converter box, Digital video disc (DVD) player or recorder (DVR), Electronic or video game console (handheld and those intended for use w/ a video display device), Portable digital music player (w/ memory capability), Projector w/ DVD player capability, Videocassette recorder (VCR)
- Small Scale Server (Designed in a desktop or similar form factor and capable of supporting only a single processor), Projectors, tower/rack/blade server, UPS units, speakers, Polycom video conference equipment, Data Communication Equipment (Servers and Networking Equipment).

The vendor's equipment must be onsite as well as offsite and be able to provide the services as described in this IFB. The Vendor will collect and dispose of all data-bearing and non-data-bearing computing equipment and electronic media located at various facilities across the state. A list of addresses will be sent to the winning vendor.

3.1.2 GROUP A – DATA CENTER OFFICE (DCO):

Bidder must be able to meet the following for each group:

- All services for Group A DCO will be onsite destruction.
- All data bearing items to be destroyed will be documented by make, model, type, and serial number in an electronic Excel spreadsheet that will be provided to ITS after every pickup.
- Destruction may be required to be witnessed by a designated ITS employee.
- All DCO related services will be at Building 8 at the Harriman State Office Campus, Albany NY.
- DCO's need for shredding would include 65% hard drives, 25% tape, and 10% other (flash drives, CD/DVD, floppies, etc). As a low-end rough estimate, the approximate number 12,000 pieces of secured media stockpiled for destruction. It is anticipated that a minimum of 100 hard drives or 100 tapes will be destroyed at Harriman Office Campus during any 1 visit. Note: The total number of units/devices, percentage of data bearing units/devices, volume of backlogged units/devices and the number of pickups per month, are estimated numbers and do not represent a guarantee of a certain level of utilization by ITS under the contract.
- The number of visits will vary per month and will be as needed and determined by ITS.
- ITS will coordinate the destruction with the vendor, which shall occur on an as needed basis.
- Pickups for disposal shall be coordinated between the Vendor and ITS, with at least a 15 calendar day notice provided to the Vendor.
- Subcontractors are not allowed for the services as outlined for Group A

3.1.3 GROUP B – WORKPLACE SERVICES (WPS):

Bidder must be able to meet the following for each group:

- All services for Group B WPS will be sorting, recording and removing surplus, for destruction and recycling of data-bearing and non-data-bearing computing equipment, along with electronic media sorting, documenting, and removal for locations statewide. Such services may be performed offsite; if onsite services are offered, they must be for no additional charge.

- An estimated total amount of media to be destroyed immediately is approximately 25,000 backlogged devices, approximately 80% of which is data bearing. Going forward the annual volume is estimated at 20,000 units of equipment, with 70% data-bearing.
- The number of visits will vary per month varies on location and ITS estimates at least 10 pickups per month to be scheduled. Specific locations and scheduling shall be based on the State’s needs.
- ITS will coordinate the destruction with the vendor, which shall occur on an as needed basis.
- Pickups for disposal shall be coordinated between the Vendor and ITS, with at least a 15-calendar day notice provided to the Vendor.
 - Separate data bearing and non-data bearing devices at all NYS ITS locations throughout New York State.
 - Non data bearing devices will be packaged and removed. When the equipment is processed, the vendor will record the make, model & serial # of hardware items such as monitors and printers. Peripherals such as keyboards, mice and cables will be reported by weight. When processing is complete, the vendor will issue an electronic Excel spreadsheet with all of the information, to ITS.
 - Data bearing devices will be inventoried on-site to determine the next step for disposal. If applicable, data bearing devices will be re-palletized and neatly returned to the onsite designated storage location for review or the ITS recovery value. The electronic Excel spreadsheets for this equipment will be provided to ITS for evaluation and determination if any equipment needs to be kept. Once the evaluation is complete, the vendor will return to collect and destroy the data bearing equipment. Such destruction may be onsite or offsite as determined by the State at the time destruction is requested.
- Subcontractors can be used for Group B services.
- Subcontractors are required to meet any background check or other personnel requirements.

The Vendor providing these services may come in contact with confidential or regulated data, therefore fingerprinting, background checks, as well as required training, may be required by ALL individuals providing services under any resulting contract. Vendor-provided background checks may not be sufficient to meet this requirement. More information about these requirements can be found in Appendix C, Section 8 .

3.2. REQUIREMENTS FOR SANITATION AND RECYCLING

ONSITE/OFFSITE CONFIDENTIAL DATA DESTRUCTION (OCDD)	
Federal Requirements	Sustainable Management of Electronics US EPA Certified Electronics Recyclers US EPA
Environmental terms- NYS Recycling and environmental options.	DEC Guidance and Policy Documents https://www.dec.ny.gov/chemical/292.html
Additional fees for specific items (above contract)	<p>Each collection fee charged to the State and will be in exchange for the salvage or recycling value of the computing equipment and electronic media obtained by the Vendor. The electronic media along with physical destruction of standalone data storage devices and data storage devices located within the data-bearing computing equipment and electronic media must be handled according to the Federal and NYS environmental laws and guidelines in place at the time of the sanitation/destruction/recycling/disposal and value recovery.</p> <p>Under this Contract charges to the State for the physical destruction of standalone data storage devices and data storage devices located within the data-bearing computing equipment and electronic media will be at a contract approved rate according to industry standard per data storage device. Recycling credits will be applied to the invoice according to the invoice period and will match the details of the reports provided to NYS ITS for the identified period.</p>

<p>Recycling</p> <p>Recycling fees</p>	<p>Please see the NYS DEC Guidance for collectors, dismantlers, and recyclers Regulations at Guidance for Collectors, Dismantlers and Recyclers - NYS Dept. of Environmental Conservation</p> <p>The industry standard will account for costs of the recycling credited to NYS ITS, the reasonably estimated value of the computing equipment and electronic media belonging to the State that ITS provides to Vendor, in their present form will be recorded at the time of pick up and sanitation/destruction/recycling/disposal. The report will also identify and record the custody of the items and the eventual mode of destruction and the location and/or destruction/recycling Vendor.</p> <p>As the Vendor possesses the commercial infrastructure to conduct the salvaging and recycling of the computing equipment and electronic media for the environmentally compliant disposition, actual net value to Vendor may vary upon completion of the environmentally compliant disposition. This net value will be recorded in the report and the appropriate period invoice.</p>
<p>NYS Requirements- All Vendors must see and comply with NYS Electronic Waste Recycling Laws as detailed here: https://www.dec.ny.gov/chemical/65583.html</p>	<p>NYS Licensing required as of 10/1/2008</p> <ul style="list-style-type: none"> -Registration of Document Destruction Vendors Article 39-G, General Business Law Section 899-AAA Definitions 899-BBB Document Destruction Vendors Document Destruction Vendors Rules and Regulations Title 19 NYCRR, Part 198 Section 198.1 Fingerprinting: principals and officers 198.2 Investigation 198.3 Supervisory responsibility 198.4 Business and employee records 198.5 Employee responsibility 198.6 Registration revocation and suspension 198.7 Notice of criminal conviction 198.8 Statement of licensure 198.9 Enforcement
<p>Sanitation Standard Needs outlined here: https://csrc.nist.gov/publications/detail/sp/800-88/rev-1/final</p>	<p>All Vendors must comply with the Sanitation Standard Needs outlined here: NIST Special Publication 800-88, Revision 1: Guidelines for Media Sanitization NIST</p> <p>Published February 5, 2015 Author(s)</p> <p>Andrew R. Regenscheid, Larry Feldman, Gregory A. Witte Media sanitization refers to a process that renders access to target data on the media infeasible for a given level of effort. This guide will assist organizations and system owners in making practical sanitization decisions based on the categorization of confidentiality of their information.</p>
<p>Updated 9.20.22 https://csrc.nist.gov/publications/detail/sp/800-88/rev-1/final</p>	<p>NAID-certified NAID is the National Association for Information Destruction. Its mission is to “promote a standard of best practices across governments and service providers as well as product, equipment, and service suppliers globally.”</p> <p>Having this certification ensures that your documents are destroyed correctly and according to a highly regarded set of standards. Thousands of companies require their businesses to use only NAID certified shredding services because of the strict standards that are held.</p> <p>Those who hold NAID certification have the ability to destroy both physical and electronic/data-based documents and information.</p> <p>Proper digital data destruction is becoming more and more crucial to businesses that are moving to completely digital services.</p>

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The Vendor shall submit a monthly activity report of material picked up and disposed of, to Information Technology Services mailbox by no later than the fifteenth (15th) working day of the following month. The ITS program email address will be provided to the winning vendor.

Or

**NYS Office of Information Technology Services
 c/o Empire State Plaza, Swan Street Building
 Core 4, 3rd FL, Rm 2404
 Albany, New York 12226-1900**

SECTION 4 - ADMINISTRATIVE REQUIREMENTS AND INFORMATION

4.1 ISSUING OFFICE

This IFB is being released by the New York State Office of Information Technology Services, Vendor Sourcing and Management Unit (VSM).

4.2 PRICE

The Bid amounts shall be inclusive of any and all one-time and recurring fees, charges or costs for the duration of the Contract, including but not limited to direct and indirect costs, administrative costs, sorting, recording, removal, & secure shredding, reporting or other requirements, overhead, fees, profit, travel, parking fees, equipment usage, postage and any other ancillary fees and related costs. Bidder must submit pricing using the Attachment 6- Financial Bid Workbook. Any changes made to the Financial Bid Workbook may result in rejection of the bid. Bidder must provide pricing for all items on the Financial Bid Workbook. Pricing will be firm for the term of the contract regardless of actual usage. Travel to and from the Capital Region is included in the pricing proposed on the Financial Bid Workbook.

As the bidder will possess the commercial infrastructure to conduct the salvaging and recycling of the computing equipment and electronic media for the environmentally compliant disposition, actual net value to the bidder may vary upon completion of the environmentally compliant disposition. This net value will be recorded in the report and the appropriate period invoice.

4.3 METHOD OF PAYMENT

All invoices, including Monthly Activity Reports and any Recycling offset amounts are to be submitted for payment to the Office of General Services Business Services Center at the following address:

AccoutsPayable@ogs.ny.gov (strongly preferred)
 The OGS Business Service Center Accounts Payable
 1120 Washington Ave
 Building 5, Floor 5
 Albany, NY 12226-4272

Invoices for payment shall be submitted monthly, commencing one month after services rendered and by the 15th of the month.

Invoices will be processed in accordance with established procedures of ITS and the Office of the State Comptroller (OSC) and payments will be subject to the prompt payment provisions of Article XI-A of the New York State Finance Law. Each invoice must contain the Contract ID number (i.e.: C000741).

Invoices without the above stated information will be returned to Vendor to be completed. Payment will not be due or owing until a corrected invoice is received and approved by ITS.

4.4 TERM OF CONTRACT

This contract will commence upon OSC approval, and will be in effect for five (5) years.

The State of New York retains the right to cancel this contract for convenience, provided that the Vendor is given at least Sixty (60) days written notice of ITS' intent to cancel. Any cancellation by ITS under this section shall in no event constitute or be deemed a breach of any contract resulting from this IFB and no liability shall be incurred by or arise against ITS, its agents and employees therefore for lost profits or any other damages resulting there from. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision.

4.5 EXCEPTIONS/DEVIATION AND EXTRANEIOUS TERMS

Bids must conform to the terms set forth in the IFB. Extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the bid non-responsive and may result in rejection of the bid. Extraneous terms submitted on standard, pre-printed forms (including but not limited to product literature, order forms, license agreements, contracts or other documents) that are attached or referenced with submissions shall not be considered part of the bid or resulting Contract but shall be deemed included for informational or promotional purposes only.

4.6 STATE'S RESERVED PROCUREMENT RIGHTS

In addition to any other rights articulated elsewhere in the IFB, ITS reserves the right to:

- a. Disqualify a Bidder from receiving the award if the Bidder has previously failed to perform satisfactorily in connection with public bidding or contracts.
- b. Correct Bidder' mathematical errors and waive or modify other minor irregularities in bids received, after prior notification to the Bidder.
- c. During the evaluation process, seek clarification information from a Bidder(s) for the purpose of assuring the State's full understanding of the Bidder's responsiveness to the IFB requirements. This clarification information, if required in writing by ITS, must be submitted in writing in accordance with formats as prescribed by ITS at the time said information is requested and, if received by the due date set forth in the ITS request for clarification, shall be included as a formal part of the Bidder's Bid. Failure to provide required information by its associated due date may result in rejection of the Bidder's Bid. Written clarifications, if any, will be considered in the bids evaluation process. Nothing in the foregoing shall mean or imply that it is obligatory upon the State to seek or allow clarifications as provided for herein.
- d. Waive any non-material requirement not met by all Bidder.
- e. Reject any or all bids received in response to this IFB.
- f. Prior to the bid opening, amend the IFB specifications to correct errors or oversights, or to supply additional information, as it becomes available.
- g. Disqualify any Bidder whose conduct and/or Bid fails to conform to the requirements of the IFB.
- h. Withdraw the IFB at any time, at ITS' sole discretion.
- i. Use the following in the course of evaluation and selection under the IFB: (i) bids; (ii) information obtained through the State's investigation of Bidder(s), including the Bidder's qualifications, experience and ability; (iii) Bidder's financial standing; (iv) any information pertinent to the evaluation of bids which may be obtained or received by the State; (vi) any material or information submitted by the Bidder(s) in response to any State requests for clarifying information, if any; and may include (vii) Management Interviews (viii) interviews of any or all of an Bidder's Lead Staff; and (ix) Site Visits (Note: Any Site Visits conducted will be used to confirm information provided by the Bidder.).
- j. Modify, correct, and/or clarify stipulated requirements at any time prior to Bid opening and direct Bidder to submit Bid modifications addressing subsequent IFB amendments.
- k. Eliminate requirements unmet by all Bidder.
- l. For the purpose of ensuring the completeness and comparability of bids, analyze submissions and make adjustments or normalize submissions in the Bid(s), including underlying calculations to

- make level comparisons across bids and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder's Bid and/or to determine a Bidder's compliance with the requirements of the IFB.
- m. Set aside the original selected Bidder if it is subsequently determined by the State that the Bidder is non-responsible or non-responsive. ITS may then invite the next highest ranked Bidder to enter into negotiations for purposes of executing a Contract, respectively.
 - n. Make an award under the IFB in whole or in part.
 - o. Change any of the scheduled dates.
 - p. Utilize any and all ideas submitted in the IFB bids received.
 - q. Reject illegible, incomplete, or vague bids in ITS' sole discretion.
 - r. The State, at its sole discretion, may request Best and Final Offers (BAFO) during the evaluation process.
 - s. Waive minor irregularities and/or omissions in Bidder's Bid if the State determines the best interests of the State will be served.

4.7 NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT BUSINESS ENTITY

The State conducts a review of prospective contractors and subcontractors with anticipated expenditures at \$100K or more to provide reasonable assurances that the Contractor is responsive and responsible. A For-Profit Business Entity Vendor Responsibility Questionnaire (hereinafter "Questionnaire") is used for non-construction contracts and is designed to provide information to assess a Bidder's responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a Bid, Bidder agrees to fully and accurately complete the Questionnaire. The Bidder acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Bidder is responsible and that the State will be relying upon the Bidder's responses to the Questionnaire, in addition to all other information the State may obtain from other sources, when making its responsibility determination.

The ITS recommends that vendors file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions available at <http://www.osc.state.ny.us/vendrep/enroll.htm> or go directly to the VendRep System online at <https://onlineservices.osc.state.ny.us>.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's IT Service Desk at 866-370-4672 or 518-408-4672, or by e-mail at ITServiceDesk@osc.state.ny.us. Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the ITS or the Office of the State Comptroller's Help Desk for a copy of the paper form.

4.8 SUPPLIER DIVERSITY: MWBE and SDVOB REQUIREMENTS

Please see Appendix C - 2 – Supplier Diversity for information on Supplier Diversity requirements.

SECTION 5 – BID REQUIREMENTS AND SUBMISSION

5.1 INQUIRIES FROM BIDDER

New York State Finance Law §§139-j and 139-k imposes certain restrictions on communication between NYS and Bidder during a procurement. Bidder should submit all IFB inquiries, questions, comments, or extraneous terms using Attachment 2 – Bidder Questions and Extraneous Terms and Conditions during the Bidder Question and Answer period. Procurement deviations and Extraneous Terms shall be sent to its.sm.bestvalue@its.ny.gov by the deadline stated in the Calendar of Events. Bidder is advised that ITS will not entertain any exceptions to (Appendix A) Standard Clauses for New York State Contracts. All extraneous terms and conditions must be resolved prior to the submission of a Bid and answers to all questions, comments, bid deviations and Extraneous Terms of a substantive nature will be provided

to all prospective Bidder in the form of a question-and-answer document, which will be posted on the ITS website. No other method of inquiries will be accepted.

5.2 COMMUNICATIONS FROM NYS TO VENDORS

ITS has established a procurement website for the purpose of disseminating information relating to this procurement, and vendors are encouraged to monitor the site. The website URL is provided on the cover page of this IFB.

5.3 PROCUREMENT RECORD

ITS shall maintain a Procurement Record that documents the procurement process.

5.4 GENERAL REQUIREMENTS FOR BIDS

Bidder must submit a complete response to this IFB that satisfies the requirements set forth below. Failure to do so may render the Bidder's Bid non-responsive. Bids that make extensive use of color photographs or illustrations, or that include separate brochures or marketing materials and overly elaborate embellishments, are discouraged. All bids submitted in response to this IFB, must be written in the English language with quantities expressed using Arabic numerals and United States Dollars (\$ USD), as applicable.

Each Bidder must hold its offer firm and binding for a period of at least one hundred and eighty (180) days from the Bid Due Date as set forth in the IFB's Calendar of Events. In the event that the Contract is not approved by OSC within the one hundred and eighty (180) day period, the Bidder's offer shall remain firm and binding until the Contract is approved by OSC, unless the Bidder delivers to ITS written notice of withdrawal of its Bid.

5.5 BID FORMAT AND CONTENT

Failure to comply with the formatting requirements herein below may, at ITS' discretion, result in the Bid being deemed non-responsive and removed from consideration.

5.5.1. PACKAGING OF IFB RESPONSE

Bidder must submit one (1) original hard copy, and one (1) electronic copy saved as searchable Microsoft Word, Excel and/or Adobe Acrobat formats of each of the Administrative Bid and Financial Bids. Electronic Bids are to be sent to its.sm.bestvalue@its.ny.gov, with the original hard copy mailed or hand delivered, by the bid due date. The Administrative Bid must contain no information regarding Bidder's Financial Bid. In the event of any discrepancies between the original and the electronic versions, the original shall govern.

The Bid documents must be submitted by mail, hand delivery, overnight carrier or certified mail in a package showing the following information on the outside:

Bidder 's complete name and address

IFB Number – C000741, Onsite/Offsite Confidential Data Destruction BID ENCLOSED

Bid Due Date and Time: (as indicated in the IFB Calendar of Events)

Failure to complete all information on the Bid envelope and / or packages may necessitate the premature opening of the Bid and may compromise confidentiality.

5.5.2 BID CONTENT

The Bid must be organized in two (2) separate parts: (1) Administrative Bid and (2) Financial Bid (collectively referred to herein as "Submissions"). A Table of Contents must clearly identify the location of all material within the Submissions by section and page number. All bids must be machine produced. Bids submitted handwritten will be disqualified. Each part must contain the official name of the Bidder, its FEIN, and NYS Vendor ID number, if applicable.

Each part must indicate its content and be labeled, as applicable: ADMINISTRATIVE BID or FINANCIAL BID. Bidder must submit a complete response to this IFB in conformance with the format, content, and administrative requirements set forth below. The packages must contain the information contained in sections 5.5.4 – Financial Bid Requirements, and 5.5.6 Administrative Bid Requirements. Failure to submit all of the following information may render the Bidder's Bid non-responsive. Minor omissions deemed not critical may be corrected at the sole discretion of the State.

In order for the State to evaluate bids fairly and completely, Bidder must follow the format set forth herein and must provide all of the information requested. Failure to conform to the stated requirements may necessitate rejection of the Bid.

The bidder is encouraged to include all information that may be deemed pertinent to their Bid. Bidder may be requested to provide clarification based on the State's evaluation procedure. Any clarification will be considered a formal part of the Bidder's original Bid. If further clarification is needed during the evaluation period, ITS will contact the Bidder.

Note: ITS reserves the right to request any additional information deemed necessary to ensure that the Bidder is able to fulfill the requirements of the Contract.

5.5.3 FORMATTING REQUIREMENTS

The Administrative Bid and Financial Bid each should comply with the following formatting requirements:

1. Binding of Bid: The Administrative and Financial Bid Proposals must be separately bound. The official name of the organization(s) as well as the name and number of the IFB must appear on the outside front cover of each copy of the Bidder's Administrative and Financial Bid.
2. Table of Contents: Each Bid must include a table of contents, and
3. Pagination: Each page of each of the two (2) parts of the Bidder's Bid, must be numbered consecutively from its beginning through all appended material.

5.5.4 FINANCIAL BID REQUIREMENTS

Bidder must submit their Bids including all costs necessary to provide the services as specified in Section 3 Scope of Work, using Attachment 6 Financial Bid Workbook. Any deviations, alterations, qualifiers, ranges, etc. included with the Bid may result in rejection of the Bid. Pricing shall include all proposed labor (sorting, recording, removal, & secure shredding), equipment, materials, supplies, etc. to provide a complete cost evaluation. All prices quoted shall be inclusive of ANY AND ALL one-time and recurring fees, charges or costs for the duration of the Contract, including but not limited to direct and indirect costs, administrative costs, sorting, recording, removal, & secure shredding, reporting or other requirements, overhead, fees, profit, travel, parking fees, equipment usage, postage and any other ancillary fees and related costs.

The Bidder's Financial Bid must be submitted as one (1) original hard copy and one (1) electronic copy saved as searchable Microsoft Word, Excel and/or Adobe Acrobat formats. All prices must be represented in U.S. dollars. Incomplete Financial Bid, or Financial Bid containing modifications, alterations, qualifiers, ranges, or exceptions may be rejected. In the event of a discrepancy, the hard copy shall govern. The bidder's Financial Bid should consist of:

Attachment 6- Financial Bid Workbook

5.5.5 ADMINISTRATIVE BID REQUIREMENTS

****DO NOT INCLUDE ANY COST DATA IN THE ADMINISTRATIVE BID****

The Bidder's Administrative Bid must contain responses to all documents described in this IFB. The Bidder's Administrative Bid must be submitted as one (1) original hard copy and one (1) electronic copy saved as searchable Microsoft Word, Excel and/or Adobe Acrobat formats. In the event of a discrepancy, the hard copy shall govern. Failure to use the documents provided may result in the Bidder's Bid being deemed non-responsive. The bidder's Administrative Bid should consist of:

- Attachment 1 - Firm Offer Letter and Conflict of Interest Disclosure
- Attachment 2 – Bidder Questions and Extraneous Terms Form
- Attachment 3 – Confidentiality and Non-Disclosure Agreement
- Attachment 4 – FOIL and Litigation Disclosure
- Attachment 5 – Contractor Certification of Covered Agency, ST-220-CA
- Attachment 7 – Minimum Bidder Qualification

5.6 BUILDING ACCESS PROCEDURES FOR VISITORS AND HAND DELIVERIES

To access the ITS office building, all visitors must present photo identification at the Security Desk and comply with other requirements. Bidder who intend to hand-deliver bids or utilize independent courier services should allow extra time to comply with these procedures. Bidder hand-delivering their bid should ask the security personnel at the security desk to call the Designated Contact(s) indicated in this IFB or the Vendor Sourcing and Management Office. Building Access procedures may change or be modified at any time. Bidder assume all risks for timely, properly submitted hand deliveries.

5.7 MULTIPLE SUBMISSIONS

Bidder may submit more than one Bid for the purpose of offering alternative solutions, but each Bid must meet all the mandatory requirements of the IFB, be complete, and must not reference or incorporate portions of another Bid submitted by Bidder. Multiple bids received from the same Bidder will be separately evaluated by ITS as if each Bid were the sole submission of the Bidder.

5.8 LATE SUBMISSIONS

All bids must be submitted and received by the Bid submission dates and times specified in this IFB. Bids received after the Bid Submission Deadline may be rejected. If Bid packaging labels are not sufficient to identify the contents, NYS ITS reserves the right to open packages for the purpose of identifying the source and contents of the package. All materials submitted by the Bidder becomes the property of the State of New York Office of Information Technology Services and may be returned only at the sole discretion of NYS ITS.

5.9 BID PREPARATION COSTS

The State is not liable for any cost incurred by a Bidder in the preparation and production of a Bid or for any work performed prior to the issuance of and OSC approval of the Contract. Additionally, no cost will be incurred by the State for any prospective Bidder or Bidder's participation in any procurement related activities.

5.9.1 DISCLOSURE OF BID CONTENTS – FREEDOM OF INFORMATION LAW (“FOIL”)

NOTICE TO BIDDER'S LEGAL COUNSEL

All materials submitted by a Bidder in response to the IFB shall become the property of ITS and may be returned to the Bidder at the sole discretion of ITS.

Disclosure by ITS of items related to this IFB shall be permitted consistent with the laws of the State of New York and specifically the NYS Freedom of Information Law (FOIL) contained in Section 87 of the NYS Public Officers Law. ITS shall take reasonable steps to protect from public disclosure any records or portions thereof relating to this IFB or resulting contract that are otherwise exempt from disclosure under that statute. Information constituting trade secrets or critical infrastructure information, for purposes of FOIL, must be clearly marked and identified as such by the Bidder and/or Vendor upon submission to ITS.

If the Bidder and/or Vendor intends to request an exemption from disclosure under FOIL for trade secret materials or critical infrastructure information, the Bidder and/or Vendor shall, at the time of submission, request the exemption in writing and provide an explanation of: (i) why the disclosure of the identified information would cause substantial injury to the competitive position of the Bidder and/or Vendor; or (ii) why the information constitutes critical infrastructure information which should be exempted from disclosure pursuant to §87(2) of FOIL. Acceptance of the identified information by ITS does not constitute a determination that the information is exempt from disclosure under FOIL. Determinations as to whether the materials or information may be withheld from disclosure will be made in accordance with FOIL at the time a request for such information is received by ITS. Bidder and/or Vendor represents and warrants that it understands that requests to exempt the entirety of Bidder's and/or Vendor's materials from disclosure under FOIL has generally not been found to be meritorious.

5.10 NOTIFICATION OF AWARD AND OPPORTUNITY FOR DEBRIEFING

The tentative awardee(s) will be advised of selection by ITS through the issuance of a formal written correspondence indicating a proposed award. All Bidders will be notified of the selection, non-selection, or rejection of their bid. Should ITS and a tentative awardee be unable to reach agreement as to the terms of the Contract within a reasonable time, as determined by ITS, ITS may withdraw the award and proceed to the next highest ranked Bidder.

5.11 ITS BID PROTEST POLICY

The State of New York strives to assure a fair, open and competitive procurement process. To file a Bid Protest, vendors must timely follow the procedures for filing a bid protest set forth in the ITS Bid Protest Policy which can be found at: <https://its.ny.gov/document/bid-protest-policy>.

SECTION 6 – EVALUATION METHODOLOGY

6.1 METHOD OF AWARD

The evaluation process will be conducted in a comprehensive and impartial manner. The Financial Bid will be weighted at 100%.

6.2 BID COMPLETENESS REVIEW

After the Bid opening, each Bid will be screened for completeness and conformance with the IFB's requirements. Bids that do not meet the IFB's requirements may be deemed non-responsive, removed from further consideration, and the Bidder notified accordingly. Bids that pass will proceed to the Minimum Bidder Qualifications Evaluation.

6.3 MINIMUM BIDDER QUALIFICATIONS EVALUATION

Bids submitted by the Bidder will be evaluated on a Pass/Fail basis to determine whether they satisfy the IFB's minimum bidder qualifications in Section 2.1 Minimum Bidder Qualifications. Bidder that fail to meet the minimum bidder qualifications will be deemed non-responsive, will not be further evaluated, and the Bidder will be notified accordingly. Passing bids next proceed to the Financial Evaluations.

Bidder may still be disqualified if it is later determined that the Bidder did not meet all of the IFB minimum bidder qualifications and should not have qualified to move on to the Financial Evaluations stage.

6.4 FINANCIAL BID EVALUATION AND AWARD

A tentative award, subject to successful contract negotiations and approval by the Attorney General and Office of the State Comptroller, may be made to the responsive and responsible Bidder which submits the Bid with the lowest overall cost over the term of the contract as identified in Attachment 7 – Financial Bid Workbook. When price and other factors are found to be substantially equivalent, ITS will select the winning Bidder at its sole discretion.