



Office of Information Technology Services

KATHY HOCHUL
Governor

DRU RAI
Chief Information Officer

COMPETITIVE PROCUREMENT FOR:

Invitation For Bid

AMENDED 4/17/24

IFB C000770-Voice & Video Communication Services (Statewide by Region)

PROCUREMENT WEBSITE: [HTTPS://ITS.NY.GOV/COMPETITIVE-PROCUREMENT-OPPORTUNITIES](https://its.ny.gov/competitive-procurement-opportunities)

DESIGNATED CONTACT FOR INQUIRIES AND SUBMISSIONS

IFB related questions must be submitted via electronic mail 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 inquiries 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 ADDRESS FOR BID DELIVERIES

Address to:

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NYS OFFICE OF INFORMATION TECHNOLOGY SERVICES
VENDOR SOURCING AND MANAGEMENT, BEST VALUE TEAM
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Appendices (Require no action from Bidders)

- Appendix A - Standard Clauses for NYS Contracts
- Appendix B – Reserved
- Appendix C – ITS Standard Contract Clauses
- Appendix C1 - Contractor’s Insurance Requirements
- Appendix C-2 – ITS Equal Opportunity and Supplier Diversity
- Appendix D – Reserved
- Appendix E – Region List
- Appendix F – Glossary of Terms
- Appendix G – Primary Security & Privacy Mandates

Attachments (must be completed by Bidder’s and submitted with bids)

- Attachment 1 – Minimum Bidder Qualifications
- Attachment 2 – Vendor Questions & Extraneous Terms
- Attachment 3 – Firm Offer Letter & Conflict of Interest Disclosure
- Attachment 4 – Financial Bid Workbook (AMENDED)
- Attachment 5 - Consultant Confidentiality and Non-Disclosure Agreement
- Attachment 6 – Contractors Certification to Covered Agency, ST-220-CA
- Attachment 7 – Encouraging Use of NYS Business in Contract Performance
- Attachment 8 – FOIL & Litigation Disclosure
- Attachment 9 – Requirement Verification & Traceability Matrix
- Attachment 10 – HIPPA & HITECH Compliance
- Attachment 11 – Voice & Video Communication Services Bid Checklist

Exhibits (Project Specific Information)

- Exhibit A –Cabling Industry Standard Guidelines
- Exhibit B – Additional Standards for Work Performed
- Exhibit C – Voice & Video Communication Services Manufacturer List
- Exhibit D – Prevailing Wage Schedule
- Exhibit E – Cable Manufacturer List

ITS Required Forms: <https://its.ny.gov/vendor-information>

MWBE & Forms: <https://its.ny.gov/procurement>

Security Policies & Standards: <https://its.ny.gov/policies>

SECTION: 1 OVERVIEW

1.1 PURPOSE OF INVITATION FOR BIDS

The New York State (NYS) Office of Information Technology Services (ITS) is issuing this Invitation for Bids (IFB) to seek bids from responsive and responsible NYS certified bidders for the following services:

- Installation of telephone lines for Private Branch Exchange (PBX) systems, Key Systems, Local Exchange Carrier (LEC) Centrex (CTX), and LEC Plain Old Telephone Service (POTS)
- Installation of Video Conference Systems and endpoints
- Repair Services of PBX, Key Systems, CTX, and POTS
- Repair Services of Video Conference Systems and endpoints
- Moves/Adds/Changes/Deletes (MACD) of PBX, Key System, CTX, and POTS telephone service.
- Moves/Adds/Changes/Deletes (MACD) of Video Conference Systems and endpoints.
- Removal of PBX and Key Systems

ITS' intends to award up to seven (7) contracts resulting from this IFB, with one (1) award in each of the Regions shown in Appendix E. For administrative purposes, in the event one (1) bidder is awarded more than one (1) region, ITS may combine the regions awarded under one (1) contract.

1.2 DEFINITIONS

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

1.3 CALENDAR OF EVENTS

IFB Calendar of Events	
Event	Date
IFB Release	3/12/2024
Deadline for Submission of Vendor Questions	3/26/2024
Issuance of Response to Submitted Questions (Estimated)	4/9/2024 4/17/2024
BID DUE	4/30/2024 5/7/2024

SECTION 2: PROJECT SUMMARY

2.1 PROJECT BACKGROUND (CURRENT STATE)

ITS is responsible for installation, repair, and removal services of Video Conference systems and endpoints, PBX, Key system, CTX and POTS, along with related MACD work, for 50+ New York State Executive Branch Agencies with locations statewide. Work requests vary from moving a telephone line from one floor to another in a remote office building to repairing a POTS line for a fire alarm at an Office for People with Developmental Disabilities residence.

2.2 BUSINESS GOALS (FUTURE STATE)

ITS has a continual need for installation, repair, and removal, services of Video Conference systems and endpoints, PBX, Key system, CTX and POTS, along with related MACD work. The purpose of this IFB is to obtain a contract with one (1) vendor per region as outlined in Appendix E – Region List, who can provide these services which include:

- Installation of Video Conference Systems and endpoints
- Installation of telephone lines
- Video Conference Systems and endpoints MACD
- Telephone line MACD
- Removal of Video Conference Systems and endpoints
- Removal of PBX and Keys Systems

2.3 MINIMUM BIDDER QUALIFICATIONS

Bidder must meet the minimum qualifications set forth below and certify that the requirements have been met in Attachment 1 - Minimum Bidder Qualifications. Failure to meet and certify that requirements have been met in Attachment 1 may result in the Bid being deemed disqualified, non-responsive, and eliminated from consideration.

- Bidder must be registered with the NYS Department of State as an entity authorized to conduct business in New York State
- Bidder must have a combined five (5) years' experience in installation, repair, MACD, and removal services of Video Conference Systems and endpoints, PBX, Key System, CTX and POTS
- Bidder must be certified by one (1) PBX or Key System manufacturer and provide proof showing they are a certified installer of that manufacturer's PBX or Key System
- PBX/Key System Repair Technicians must have at least five (5) years of experience in troubleshooting, diagnosis and repair of Video Conference Systems and endpoints, PBX, Key Systems, CTX and POTS

SECTION 3: SERVICE REQUIREMENTS

3.1 DESCRIPTION OF SERVICES

Contractors must provide the services outlined in this Section. Failure to provide all these services throughout the term of the Contract may be grounds for termination and/or a finding of non-responsibility.

3.1.1 VIDEO CONFERENCE SYSTEM AND ENDPOINT, PBX, KEY SYSTEM, CENTREX, AND POTS INSTALLATION SERVICES

The Contractor must provide Video Conference System and endpoint, PBX, Key System, CTX and POTS installation Services, including, but not limited to:

- Extending telephone jack and wire (at minimum CAT 6) from installed CTX or POTS demark, or PBX or Key System connected patch panel or punch down block.
- Identifying both endpoints of cables to be installed
- Planning pathways for cable runs, if not mapped out by ITS. Approval from ITS will be needed for the pathways plan prior to the commencement of work.
- Installing up to 300 feet of wire per cable including associated faceplates, jacks, and other ancillary equipment as needed
- Dropping cable down walls as needed
- Terminating cable on both jack and patch panel
- Testing and certifying newly installed cables are performing to manufacturer's specifications.
- Labeling new cables in accordance with NYS ITS guidelines
- Providing photo, or video documentation, showing both endpoints and the newly properly labeled cable connecting them (upon request)
- Performing necessary cross-connect connections.
- Performing dial-tone testing at far end connections after completing cabling and cross-connect work.
- Vendor needs to design and install or replace existing systems such as Video Conference Systems and endpoints, PBX or Key systems.

3.1.2 VIDEO CONFERENCE SYSTEM AND ENDPOINT, PBX, KEY SYSTEM, CTX AND POTS REPAIR SERVICES

The Contractor must provide Repair Services, including, but not limited to:

- Troubleshooting PBX, Key System, CTX and POTS telephone line/device issues, including any needed testing, or identification, to diagnose the problem.
- Troubleshoot and repair of Video Conference Systems and endpoints. The vendor will need to work with ITS and ITS customers to resolve any issues with their video service.

- Performing all necessary repair work to restore services to manufacturer's specifications (includes equipment replacement, station cabling repair or replacement, etc.)
- Supplying all parts, including consumables, needed for the Complete Restoration of the broken or damaged equipment, unless the parts are provided by ITS to the Contractor for use.
- Supplying and using only parts that meet or exceed the Original Equipment Manufacturer (OEM) requirements for replacement parts.
- Provide warranties for all newly installed parts based on the manufacturer's specifications. Should a part the Contractor installed be found to be defective within the part manufacturer warranty timeframe, the Contractor must replace it at no additional cost to ITS
- When an issue with telephone or video conference service is reported, vendor must diagnose the issue and work with ITS staff and/or the service provider to resolve the issue.
- Meet with Local Exchange Carrier and/or other vendors to identify problems and restore services as necessary.
- Confirming with the site contact, and ITS, that the reported problem is corrected prior to leaving the site and closing the repair ticket.
- Record all steps, including incident notes, photos, test results and site documentation supporting diagnosis, within IT Service Management System for ITS records.

3.1.3 MOVE, ADD, CHANGE AND DELETE (MACD) SERVICES

The Contractor must provide MACD Services for Video Conference Systems and endpoints, PBX, Key System, CTX and POTS, including, but not limited to:

- Moving an existing telephone line/device from one location in an office/building to another location in the same office/building. This includes performing the necessary programming/software changes and any physical work required.
- Moving an existing Video Conference System/endpoints from one location in an office/building to another location in the same office/building or to a different location/address. This includes performing the necessary programming/software changes and any physical work required.
- Adding a new telephone line/device to an already installed PBX or Key System. This includes performing the necessary programming/software changes and any physical work required including providing the telephone sets, unless the parts are provided by ITS to the Contractor for use.
- Changing features or functionality of an already installed telephone line/device and/or PBX or Key System. This includes performing the necessary programming/software changes and any physical work required.
- Testing to ensure requested work was completed.
- Record all steps, site documentation, photos, and incident notes in the IT Service Management System (ITSM) for ITS records.
- Removing existing telephone line/device. This includes performing the necessary programming/software changes.
- Move/add/change lines of service per customer request for telephone set/video endpoint and perform required work to satisfy request.

- Provide hardware/software maintenance for Video Conference Systems and endpoints.

3.1.4 VIDEO CONFERENCE SYSTEM AND ENDPOINT, PBX AND KEY SYSTEM REMOVAL SERVICES

The Contractor must provide Video Conference System and endpoint, PBX and Key System removal services, including, but not limited to:

- Removal of all Video Conference System and endpoint, PBX or Key System components at a given location including DC power plants (including lead acid batteries), system cabinets and cards, system, and station cabling, etc.
- Site photos are required to show Video Conference System and endpoint, PBX or Key System prior to removal, and after removal to ensure work performed as requested and no damage occurs to equipment or site during the removal process. Record all steps, site documentation, photos, and incident notes in the IT Service Management System ticket for ITS records.
- All removed equipment will be required to have a tracking code to ensure all removed equipment is returned to NYS ITS
- Any removal of equipment will have to be coordinated with ITS and the local office to ensure that there are no service disruptions, unless otherwise approved by ITS

3.1.5 GENERAL SERVICE REQUIREMENTS

The Contractor must comply with all General Service Requirements for Installation, Repair, MACD, and Removal Services including, but not limited to:

- Adherence to ANSI/TIA/EIA 568-B Commercial Building Telecommunications Cabling Standard. <http://www.csd.uoc.gr/~hy435/material/Cabling%20Standard%20-%20ANSI-TIA-EIA%20568%20B%20-%20Commercial%20Building%20Telecommunications%20Cabling%20Standard.pdf>
- Adherence to all Building Industry Consulting Service International (BICSI), Electronic Industries Alliance (EIA) and Telecommunications Industry Association (TIA) recommended installation practices when installing structured voice cabling.
- Adherence with all standards as set forth in Exhibit A -Cabling Industry Standard Guidelines and Exhibit B – Additional Standards for Work Performed
- Adherence with all NYS Department of Labor guidelines regarding prevailing wages. Please note PRC# 2023009387 has been assigned for the purposes of this solicitation and any resultant contract (See Exhibit D – Prevailing Wage Schedule)
- Acceptance, updating, and modifying including but not limited to the following file formats; Auto-CAD, PDF, WORD, EXCEL, JPEG, GIF, MP4, BMP files.
- Pass security clearances as required for access to NYS Facilities (See Appendix C)
- Obtain all permits required to install structured voice cabling on a per-site basis.
- Clearly label and document all structured voice cabling consistent with the location of installation, in ITSM

- For Installation, MACD, and Repair Services, the Contractor must use structured-voice cabling materials that will meet the existing structured-voice cabling system. For example, if two (2) cables are requested within a space that has a CommScope certified structured-voice cabling system, the Contractor must install a CommScope-certified structured-voice cabling system to maintain consistency. Should the situation exist where the components (e.g., cables, jacks, etc.) of the existing structured-voice cabling system are no longer commercially available, Contractor will notify ITS and, with the approval of ITS, install equivalent, or better, components. See Exhibit C – Voice Communication & Video Conference System Manufacturers List and Exhibit E – Cable Manufacturer List for a non-exhaustive listing of known PBX, Key Systems, Vi Conference Systems, and structured-voice cabling systems manufacturers.
- All work, including but not limited to cabling, pathways, support structures, wiring, equipment, installation, and workmanship shall comply with the latest editions of the requirements of the Authority Having Jurisdiction (AHJ), National Electrical Code, National Electrical Safety Code, all applicable local rules and regulations, equipment manufacturer's instructions, and the National Electrical Contractors Association (NECA) Standard of Installation
- Completed work must be verified through telephone communication between ITS staff technician and Vendor technician, prior to leaving the worksite.
- The contractor will be held fully liable for any damages that result from Contractor performing services under the Contract resulting from this IFB.

3.2 KEY PERSONNEL

ITS requires that the following positions be designated as Key Personnel. Key Personnel are considered essential to the Vendor's ability to provide the services required under this IFB successfully. Vendor must ensure the continued availability of Key Personnel for the duration of the Contract and shall not choose to replace Key Personnel without the prior written approval of ITS. Upon approval by ITS, the Vendor must provide the resumes of potential replacements with equal or better qualifications for ITS review, selection, and approval within seven (7) business days, or as otherwise agreed to by ITS. Resumes for the following Key Personnel must be submitted by Bidder upon notification of tentative award.

3.2.1 DISPATCH COORDINATOR

The Dispatch Coordinator (DC) must fulfill all DC duties including, but not limited to, the following:

- Responsible for managing the contractual relationship with ITS and oversight of the delivery of services.
- Serve as the single point of contact (SPOC) for the Contractor
- The DC, or his/her designee, must be available 24 X 7 X 365 by phone or email.
- Provide updates on all requests and incidents as requested.

3.2.2 PBX/KEY SYSTEM REPAIR TECHNICIAN

The PBX/Key System Repair Technician must fulfill all PBX/Key System Repair Technician duties. Experience should include, but not be limited to, the following:

- Technicians must have a minimum of five (5) years' experience in the troubleshooting, diagnosis, and repair of PBX, Key Systems, CTX, POTS, and Video Conference Systems and Endpoints

3.3 SERVICE LEVEL REQUIREMENTS

Contractor must complete standard work requests between the business hours of 7am to 5pm, Monday – Friday unless otherwise specified as a Priority Response Service Request. See Section 3.3.2 Priority Response Service

Contractor will service all NYS Locations, including, but not limited to, State Offices, Hospitals, Group Homes, Detention Facilities, etc. Home user locations will not be supported.

3.3.1 ASSIGNMENT NOTIFICATION PROCESS

The NYS IT Service Management (ITSM) system is the system of record and will be used to monitor work queues, assign work, open, update and close tickets in real-time thus allowing for reporting and analysis of work performance and calculation of Service Levels.

The Contractor technician must acknowledge the receipt of the ITSM ticket with the customer by responding to the contact person listed in the ticket, by phone or email, with in 24hrs, and accept the ticket in ITSM within the parameters of the Service Levels to acknowledge receipt and convey the expected technician arrival time.

Contractor must document accurately in ITSM the details of the customer issue, document the diagnostic steps, and resolution. Before resolving the incident, Contractor must verify in ITSM that everything is operational.

Escalation Point of Contact

The Contractor must establish and provide a detailed internal escalation list, enabling ITS Voice and Video Operations to raise concerns related to delivery of services. This should include designated contacts and levels of management to be contacted to correct and resolve such matters 24 x 7. The vendor must maintain and provide escalation lists for all subcontractors used to fulfill the requirements of this contract.

3.3.2 PRIORITY RESPONSE SERVICE

Priority Response Services take precedence over standard services and may require a contractor to work outside of normal business hours. This includes nights, weekends, and holidays. Normal business hours are Monday – Friday, 7am – 5pm. Priority Responses under this IFB will be consistent with the Service Level Requirements discussed in Sections 3.3.3 and 3.3.4.

3.3.3 INSTALLATION, MACD, AND REMOVAL SERVICE LEVELS

For all ***Standard Response Services*** shall be initiated within 1 business day and be resolved within 10 business days. In the event the Contractor fails to resolve an incident within 10 business days, the contractor will owe credit for not meeting the minimum service levels. See applicable Chargeback(s) set forth herein and in Section 3.3.5.

For all **Priority Response Services** shall be initiated within 2 hours and be resolved within 5 business days or as otherwise mutually agreed upon between ITS and the Contractor. In the event the Contractor fails to resolve an incident within 5 business days, the contractor will owe credit for not meeting the minimum service levels. See applicable Chargeback(s) set forth in herein and in Section 3.3.5.

<u>Support Levels</u>	<u>Minimum Service Level Met</u>	<u>Maximum Response Time</u>	<u>Maximum Resolution Time</u>	<u>Chargeback/Service Credit</u>
Standard Response	100%	1 Business days	10 business days	2% for exceeding the maximum response time, 2% for exceeding the maximum resolution time
Priority Response	100%	2 Hours	5 business days or as mutually agreed upon between ITS and the Contractor	3% for exceeding the maximum response time, 3% for exceeding the maximum resolution time

3.3.4 REPAIR SERVICE LEVELS

All Standard Response Repair Services shall be initiated within 1 business days and be resolved within 5 business days. In the event the Contractor fails to resolve an incident within 5 business days, the contractor will owe credit for not meeting the minimum service levels. See applicable Chargeback(s) set forth herein and in Section 3.3.5

All Priority Response Repair Services shall be initiated within 2 hours and be resolved withing 24 hours or as otherwise mutually agreed upon between ITS and the Contractor. In the event the Contractor fails to resolve an incident within 24 hours, the contractor will owe credit for not meeting the minimum service levels. See applicable Chargeback(s) set forth in herein and in Section 3.3.5.

An incident is defined as closed only when service is confirmed to be completed by an ITS representative and such notice is communicated to the Contractor. See applicable Chargeback(s) set forth in herein and in Section 3.3.5.

<u>Support Levels</u>	<u>Minimum Service Level Met</u>	<u>Maximum Response Time</u>	<u>Maximum Resolution Time</u>	<u>Chargeback/Service Credit</u>
Standard Response	100%	1 Business days	5 business days	2% for exceeding the maximum response time, 2% for exceeding the maximum resolution time
Priority Response	100%	2 Hours	24 hours or as mutually agreed upon between ITS and the Contractor	3% for exceeding the maximum response time, 3% for exceeding the maximum resolution time

3.3.5 SERVICE LEVEL CREDITS AND CHARGEBACKS

Contractor's failure to satisfy performance standards or requirements for Standard Response Services will result in a 2% Chargeback/ Service Credit per incident and for Priority Response Services a 3% Chargeback /Service Credit per incident if service times exceed response/resolutions times in section 3.3.3 and 3.3.4.

The Chargeback shall be paid to ITS in the form of a credit to ITS against the Contractor's invoice submitted to ITS immediately following the month in which the Contractor failed to satisfy the standard or requirement.

The Contractor will not be penalized for failure to meet the outlined service level requirements during the occurrence of a force majeure event, or if ITS agrees, for delay due to adverse events beyond the control of the Contractor, or if work ceases at the direction of civil authorities present at the site. In the event a force majeure or other event as described in this section interrupts work or prevents work from being performed, the Contractor shall be responsible for meeting standards or requirements beginning from the time such event ceases.

3.3.6 WORK PRODUCT ACCEPTANCE

Contractors must comply with all Work Product Acceptance Criteria as follows:

Acceptance Criteria

Satisfactory test results according to Exhibit A - Industry Standard Guidelines Cabling, specifically:

ICEA Publication No. S-116-732-2019, ICEA Standard for Category 6 and 6A. 100 Ohm, Individually Unshielded Twisted Pairs, Indoor Cables, (with or without and overall Shield), for Use in LAN Communication Wiring Systems, Technical Requirements, 2019

3.4 TRANSITION SERVICES

The State may require the Contractor to provide uninterrupted Services after Contract termination/expiration ("Transition Services") as the State deems reasonable and necessary for the State to comply with all the legal requirements for establishing a new contract and transitioning to a replacement Contractor or otherwise continue the provision of Services. (See Appendix C – Section 44).

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 Organization (VSMO).

4.2 EXCEPTIONS/DEVIATIONS AND EXTRANEIOUS TERMS

Bids must conform to the terms set forth in the Solicitation. 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.

Each proposed extraneous term must be specifically enumerated in writing and specify the particular IFB section that Bidder proposes to modify and the reasons why. Any extraneous terms must be submitted during the Question-and-Answer period as identified in this IFB's Calendar of Events. Extraneous terms submitted after this time will not be considered.

No extraneous term shall be incorporated into the Contract unless expressly accepted by ITS in writing. Acceptance and/or processing of a Bid shall not constitute acceptance of extraneous terms.

ITS will not entertain any exceptions to Appendix A - Standard Clauses for New York State Contracts.

4.3 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, 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 become the property of the State of New York Office of Information Technology Services and may be returned only at the sole discretion of ITS.

4.4 PRICE

The Bid amounts shall be inclusive of 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, 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 4- 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 work location where services are performed is included in the pricing proposed on the Financial Bid Workbook.

One-Time Service Response Fee for Standard and Priority Response Services, includes a one-time fee that is payable only once per work order or incident service request.

Price Changes (CPI)

First year pricing will be based upon the bid price submitted in response to this IFB. Pricing adjustments for years two (2) through five (5) of the contract can be requested by the Contractor and will be determined by the previous year pricing plus an adjustment of the lesser of three percent (3%) or the percent change in the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, as published by the United States Bureau of Labor Statistics, Washington, D.C., 20212 for the twelve (12) month period ending three (3) calendar months prior to the anniversary date for the preceding twelve-month period.

In no event shall more than one request for a price increase be considered during any single year period. Rate decreases are not capped and will be allowed at any time. Rate increases may not exceed three (3)

percent. Requests for increase during years 2 through 5 must be submitted 60 days prior to the yearly anniversary of the approved contract start date.

Contractor shall invoice ITS per work order, in arrears, for all Services rendered with appropriate detailed invoices in a form agreed to and as directed by ITS. The Comptroller shall render payment for invoices under this Contract in accordance with ordinary State procedures and practices.

4.5 METHOD OF PAYMENT

All invoices are to be submitted for payment to the Office of General Services Business Services Center at the following address:

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

Invoices shall be billed per work order request, ITSM ticket (RITM) or Incident ticket (INC) and shall include the following:

- ITSM ticket# on the invoice
- As-Built drawings
- Any other necessary documents required for reimbursement.
- All pricing needs to align with Attachment 4 – Financial Bid Workbook

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.: C000770).

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.

4.6 TERM OF CONTRACT

The term of the Contract(s) shall be five (5) years. The Contracts(s) shall take effect and commence upon the approval of the Office of State Comptroller (OSC).

Extensions

At the State's option, and subject to the approval of OSC, the Contract may be extended for one year. Contractor shall retain the right to decline a Contract extension offered under this section. Any Contract extension will be under the same terms and conditions, subject to any additional applicable statutory and policy requirements.

Short Term Extension

This section shall apply in addition to any rights set forth in the Extensions Clause. In the event a replacement Contract has not been issued, any Contract let and awarded hereunder by the State may be extended unilaterally by the State for an additional period of up to 90 calendar days upon

notice to the Contractor with the same terms and conditions as the original Contract and any approved modifications. With the concurrence of the Contractor, the extension may be for a period of up to 180 calendar days in lieu of 90 calendar days. However, this extension automatically terminates should a replacement Contract be issued in the interim. Any such short-term extension shall be subject to the approval of OSC.

4.7 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 Bid 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 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.

4.8 NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE

The Vendor responsibility questionnaire can be found online at:

<http://www.osc.state.ny.us/vendrep/index.htm>

4.9 ITS EQUAL OPPORTUNITY AND SUPPLIER DIVERISTY

Requirements are found in Appendix C-2 – ITS Equal Opportunity and Supplier Diversity

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 RECORDS

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 and Time Deadline date as set forth in the IFB's Calendar of Events. If 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.

5.6 SUBMISSIONS AND PACKAGING OF IFB RESPONSE

Bidders may submit more than one Bid for the purpose of offering alternative solutions, but each Bid must meet all of the mandatory requirements of the IFB, be complete in itself, 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.

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 hard copy 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 – C000770, Voice & Video Communication Services 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.

5.7 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 should 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 should contain the official name of the Bidder, its FEIN, and NYS Vendor ID number, if applicable.

Each part should 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 should contain the information contained in Section 5.10 – Financial Bid Requirements, and Section 5.11 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.

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 can fulfill the requirements of the Contract.

5.8 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. Bidders who intend to hand deliver their Bids or utilize independent courier services should allow extra time to comply with these procedures. Bidders hand delivering their Bids should ask the security personnel at the security desk to call the Designated Contact(s) indicated in this IFB or the Procurement and Contracts Support Unit. Building Access procedures may change or be modified at any time. Bidders assume all risks for timely, properly submitted hand deliveries.

5.9 FORMATTING REQUIREMENTS

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

1. Binding of Bid: The Administrative and Financial Bids should be separately bound. The official name of the organization(s) as well as the name and number of the IFB should appear on the outside front cover of each copy of the Bidder's Administrative and Financial Bid.
2. Table of Contents: Each Bid should include a table of contents, and

3. Pagination: Each page of each of the two (2) parts of the Bidder's Bid, should be numbered consecutively from its beginning through all appended material.

5.10 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 4 - 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, 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, 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 Bids, or Financial Bids containing modifications, alterations, qualifiers, ranges, or exceptions may be rejected. The bidder's Financial Bid should consist of:

- Attachment 4- Financial Bid Workbook – Amended 4.17.24

5.11 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 – Minimum Bidder Qualifications
- Attachment 3 – Firm Offer Letter & Conflict of Interest Disclosure
- Attachment 5 – Consultant Confidentiality & Non-Disclose Agreement
- Attachment 6 – Contractor Certification to Covered Agency, ST-220-CA
- Attachment 7 – Encouraging Use of NYS Business in Contract Performance
- Attachment 8 – FOIL and Litigation Disclosure
- Attachment 9 – Requirements Verification & Traceability Matrix
- Attachment 10 – HIPPA & HITECH Compliance
- Attachment 11 – Voice & Video Communication Services Bid Checklist

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.

5.12 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.

5.13 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.

5.14 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.

5.15 NOTIFICATION OF AWARD

The tentative awardee(s) will be advised of selection by ITS through the issuance of a formal written correspondence indicating a proposed award. All Bidder 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.

5.16 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/policies>

SECTION 6 – EVALUATION METHODOLOGY

6.1 METHOD OF AWARD

ITS will make one (1) award for each of the seven (7) regions to provide all the services described in this IFB, to the responsive and responsible Bidder(s) on a “Lowest Price” basis. Lowest Price means the basis for awarding contracts for commodities among responsive and responsible Bidders. (State Finance Law, Article 11, Section 163).

For administrative purposes, in the event one (1) bidder is awarded more than one (1) region, ITS may combine the regions awarded under one (1) contract.

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 2.3 Minimum Bidder Qualifications. Bidders 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 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 for the region, over the term of the contract as identified in Attachment 4 – Financial Bid Workbook. When price and other factors are found to be substantially equivalent, ITS will select the winning Bidder(s) at its sole discretion.