



Office of Information Technology Services

KATHY HOCHUL
Governor

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NYS Chief Information Officer

AMENDED 3/20/24 4/8/24
COMPETITIVE PROCUREMENT FOR:

**RFP C000761- REMOTE FIELD SUPPORT SERVICES & NETWORK EQUIPMENT
MAINTENANCE**

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

DESIGNATED CONTACT FOR INQUIRIES AND SUBMISSIONS

RFP related questions must be submitted via electronic mail using the Vendor Questions and Extraneous Terms Form (Attachment 3) the designated contact for this RFP at its.sm.bestvalue@its.ny.gov

No other method of inquiries will be accepted. Administrative issues pertaining to sending/receiving email through the designated mailbox may be reported at (518) 473-9341.

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 Request for Proposals (RFP) 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 RFP 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 PROPOSAL DELIVERIES

Address to:

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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 Request for Proposals

The New York State Office of Information Technology Services (ITS) is issuing this Request for Proposals (RFP) to seek proposals from responsive and responsible contractors for Remote Field Support & Network Equipment Maintenance “Data Communications Technician in a Van” services for all of New York State including:

- Scheduled Configuration and Installation-Services for Network, Wireless, and Video Equipment,
- 24x7 On-call personnel to perform Onsite Troubleshooting and Problem Resolution Services and Professional Engineering Services for Incident Response

The selected bidder or bidders will manage and deliver this service using industry best practices.

1.2 Definitions

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

1.3 Calendar of Events

Calendar of Events	
Event	Date
1. RFP Release Date	2/1/24
2. Optional Intent to Bid (see section 5.2)	2/14/24
3. Deadline for Submission of Bidder Questions and Extraneous Terms Form	2/14/24 by 2:00 p.m. Eastern Time
4. Issuance of Response to Submitted Questions (anticipated)	On or About 2/29/24 3/20/24
5. PROPOSAL DUE DATE	4/23/24 4/10/24 3/27/24 at 2:00 p.m.

SECTION 2 – SUMMARY AND BACKGROUND

2.1 Background (Current State)

ITS currently provides maintenance and support services for data communications equipment at locations throughout New York State. Each of these locations has differing needs based on the technologies in use and/or security protocols (See Exhibit B – Typical System Equipment List). These variations pose many difficulties to ITS as its responsibilities continue to grow through the ongoing consolidation process.

ITS is currently capable of facilitating remediation on approximately twenty (20) tickets per week. Tickets can reflect troubleshooting, problem resolution, testing and servicing of equipment, or support and/or installation of new equipment throughout NYS. The estimated potential growth in tickets for these services is up to ten (10) daily. For resolution of any ticket, ITS might need to coordinate with multiple vendors that supply their Field Engineers (FE) specialized in their manufacturer-specific data communications equipment.

When a ticket is received, ITS dispatches a vendor's manufacturer-specific FE to go to the location to service the equipment. Each vendor has its own process that ITS must navigate to get the vendor's FE dispatched. Therefore, it is possible that multiple FEs, from different vendors, could be dispatched to a location simultaneously to provide maintenance and/or support for the data communications equipment. In addition, ITS must coordinate with the equipment's manufacturer for any hardware, software or proprietary tech support that may be needed for the repair, and with staff at the location for any security and/or shipping protocols. This creates a situation where potentially three or more different groups need to be coordinated to resolve one issue.

2.2 Business Goals (Future State)

The scope of this RFP is to find a Vendor or Vendors to support ITS Enterprise Network Services (ENS) for both scheduled deployments of equipment, and for Emergency On-Call field engineers to respond to problem calls and incidents. ITS ENS currently supports network hardware from multiple manufacturers for State agencies. A "Remote Field Support & Network Equipment Maintenance" model is being established to provide the following services.

The vendor will be able to provide the services, as outlined in Section 3 - Service Requirements, to be performed both during and after normal business hours, through both Pre-Scheduled and Emergency On-call requests, at sites across the State of New York or per designated Region.

- include problem resolution services and professional engineering services,
- provide engineers on-call to respond to emergency network service outages.
- to all locations by region or statewide, and
- be equipped to configure, manage, install and service network equipment from all manufacturers used by ITS throughout the term of the contract.

2.3 Minimum Bidder Qualifications

Bidder must meet the minimum qualifications set forth below and certify that the requirements have been met in Attachment 8 – Minimum Bidder Requirements. Failure to meet all of the requirements in this attachment will result in the Proposal being deemed non-responsive and eliminated from consideration. The Minimum Bidder Qualifications are:

- Bidder must be registered with the NYS Department of State as an entity authorized to conduct business in the State of New York.

- Bidder cannot be a staffing company. Proposals from Staffing Agencies will not be accepted.
- Bidder must have performed a minimum of three (3) engagements within the past five (5) years where at least one (1) of which must be for a federal, state, or local government entities, that support multiple operating systems and networking technologies in which the proposer was the prime contractor.
- Bidder must have a minimum of five (5) years' continuous experience providing configuration, installation, maintenance, troubleshooting, and repair services to data communication equipment at ten (10) geographic locations simultaneously (same day).
- Bidder must have a minimum of five (5) years' continuous experience maintaining inventory (warehousing and staging), and distribution of equipment to locations covering the geographic areas in which they are bidding.
- Bidder must have a minimum of five (5) years of experience providing services to entities within, the continental United States, of similar size (more than 50,000 users) and scope as the ITS requirements set forth in this RFP.
- Bidder must be hardware certified to configure and install at least two (2) of the following, with sufficient experience to service the others: Cisco, Meraki, Aruba, Extreme, Arista Network equipment.
- Bidder must have a 24x7x365 On-Call Service and provide staff to respond to calls.

SECTION 3 - SERVICE REQUIREMENTS

3.1 Description of Services

Contractors must provide all of the services outlined in this Section throughout the term of the Contract.

Upon assignment of a service request from ITS, the contractor must be prepared to provide the requested services outlined below. These services may be required at any state location outlined in Exhibit C – Standard Locations across the State of New York, or per designated Region, as determined by this contract. Supporting information about location and the nature of the work to be performed will be provided by ITS in the related service request. Equipment required for fulfillment of service requests will be provided by ITS.

3.1.1 Contractor Duties

The contractor's duty is to perform the necessary tasks to ensure their assignment is accurately and efficiently completed in a timely manner and in accordance with applicable standards, and to ensure network services are up and available, or at the buildout-level expected by ITS, when they leave a site.

The contractor must provide Onsite services in the following categories:

- Equipment Preparation, configuration, and Installation
- Hourly Network Project Support
- Emergency Incident Response (Business Hours)
- On-Call Emergency Incident Response (7x24x365)
- Trouble Shooting and Problem Resolution
- Break-Fix Support
- Equipment Removal
- Equipment Return Merchandise Authorization (RMA)

All services must be rendered in a manner that is consistent with the requirements listed in Section 3.5 Service Level Requirements.

3.1.2 Customer Call Center (CCC) Interface

Customer Call Center Access 24x7x365 - The Call Center will respond to incoming service requests and dispatch, 24x7x365, for regular and On-Call Services. The contractor must provide ITS, at no additional charge, with no less than one toll-free number, for use 24x7x365, to access the contractor's maintenance organization for dispatch, clarifications, escalations, and status updates. The contractor must provide a designated Dispatch Coordinator and

Project Manager for the duration of the Contract (see Section 3.4 - Key Personnel). They will be expected to interact directly with the ITS Service Desk or ITS designees to provide problem updates, status of restoration timeframe or other requested documentation. The contractor must track and update all status and resolution information in ITSM. The Call Center will respond to incoming service requests and dispatch, 24x7x365, for regular and On-Call Services. Contractors must meet all requirements and services outlined in this Section.

3.1.3. Dispatch, Service Tracking, & Weekly Reports

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.

All requests for dispatch, both Scheduled and Emergency On-call, for Equipment Install/Deinstall, Configuration, Troubleshooting, and Emergency Incident Response Services will be submitted by ITS through the ITSM System. The contractor must use the ITSM ticketing system as the primary method of receiving and tracking work request tickets under the Contract.

Weekly Inventory/Activity Reports

The contractor will be required to provide Weekly Inventory/Activity Reports to ITS showing equipment inventory levels, equipment deployed, equipment removed, equipment received, RMA Equipment, including the related ITSM Ticket numbers. Details related to the information to be included in the weekly reports will be finalized upon award of the contract.

Dispatch

Upon assignment of a service ticket, the contractor will acknowledge receipt of the ticket to ITS and dispatch a Field Engineer (FE) in accordance with the requirements provided in Section 3.5 Service Level Requirements. Upon dispatch, the Contractor must provide the technician's name and contact information and provide status updates and work progress reports through the ITSM System.

Definition of Dispatch Times:

Business-Hours = Monday – Friday, 7 AM – 5PM

Non-Business-Hours = Monday - Friday, 5PM – 7AM/Weekends/Holidays

Completion

Tickets in ITSM, for these services, shall be closed upon ITS approval when the service has been confirmed to have been completed in its entirety.

Escalation Procedures

Within 30 days of the contract award, the contractor will establish a detailed protocol for identification of problems and issues related to the escalation of the delivery of services. This protocol must include designated contacts, resolution intervals, and levels of management to be utilized to correct and resolve such matters, along with a detailed internal escalation list, enabling ITS management 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 contractor must maintain and provide escalation lists for all subcontractors used to fulfill the requirements of this contract.

3.1.4. Equipment Installation and Support Services

All Equipment shall be installed according to standards defined in network design diagrams, instructions, and templates, which will be provided by ITS to the winning bidder. Equipment for each site will have its own unique configuration parameters and labeling. Installation and configuration activities must be performed by the contractor during ITS designated timeframe as needed by agency business requirements.

3.2. Equipment Inventory, Spares, and Tools

3.2.1. Network Equipment Inventory

ITS will provide the necessary equipment for the contractor to maintain a Service Inventory to be used to ensure

equipment is available for timely deployment and fulfillment of incident tickets/calls, Emergency On-Call Events, and any Other Emergency Installations as directed by ITS. Equipment Types currently supported by ITS, can be found in Exhibit A -- Equipment List, (Parts & Component).

The contractor must provide the address of a central receiving point where ITS will ship an initial order of equipment to establish a starting inventory. Over the course of the contract, the contractor will be responsible for monitoring and tracking their Service Inventory levels and submitting requests to ITS for periodic inventory refresh shipments as needed. All shipments will go to the central receiving point address provided. The contractor will be responsible for the distribution of the equipment within their own organization as needed to fulfill the contract requirements across the State or designated Region. Equipment required for scheduled installations (Non-Incident/Non-Emergency) will NOT be shipped to the contractor but will be shipped directly to the sites where the installation work is scheduled to take place—unless otherwise directed by ITS. There may be special cases where ITS will require the contractor to pick up additional equipment at an ITS-designated Location.

The contractor will be responsible for communicating with ITS to ensure their Service Inventory is maintained at a sufficient level to ensure equipment is available for timely deployment when an Emergency Incident call is assigned. Tracking and Reporting will follow the process outlined in Section 3.1.3 Dispatch & Service Tracking and Weekly Reports.

3.2.2. Preparation and Installation of Equipment:

Installation of network equipment, including preparation activities which could include software updates, device configuration, equipment labeling, and any assembly required.

Installation of equipment could include the device(s) and any related parts and supporting infrastructure—Including, but not limited to:

<p>Equipment racks Wall mounting boards Network cables and jumpers Uninterruptable Power Supply (UPS) Units Power Cords and Power Distribution Units Mounting Hardware Network Routers Layer-2 and Layer-3 Network Switches Firewalls VPN Devices Cellular Enabled Devices and Components Wireless Access Points (WAPs)</p>	<p>WAP Enclosures and Antennas—including Ceiling-Mount and Wall-Mount installations/ Video Conferencing Endpoints—including wall-mounted or ceiling-mounted monitors, mounting racks, and any related accessories/ IP Phones/ Other network-connected or computer-connected devices, such as printers or scanners, cameras or other devices as specified by ITS</p>
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Table 2

The awarded vendor FE will be responsible for providing digital photos of the completed work when a job has been completed.

3.2.3. Equipment Removal, Replacement and RMA Process:

With the goal of restoring network services as quickly as possible—when a faulty piece of equipment is identified and removed from service by the contractor, the equipment is to be replaced immediately with a device from the contractor’s ITS-provided Service Inventory. If the faulty equipment is determined by ITS to be eligible for an RMA replacement, the contractor will be responsible for initiating the RMA with the Manufacturer. ITS will facilitate the creation of any accounts or authorization credentials required to enable the contractor to execute RMAs on behalf of ITS. The contractor will maintain possession of, and responsibility for, the faulty equipment until it can be sent back to the manufacturer as part of the RMA process. The contractor will be responsible for packaging, applying the RMA return label, and shipping the faulty equipment back to the Manufacturer to complete the RMA. When the RMA is initiated, the new replacement equipment will be shipped from the Manufacturer directly to the contractor

and will go back into the contractor's Service Inventory.

Accounting for all RMA activities will be included in the Weekly Inventory/Activities Report, See Section 3.1.3. Any costs for shipping or hand-delivery of equipment to ITS will be borne by the vendor and will not be chargeable, as this is to be taken into consideration when establishing the fully loaded Rate as defined in Section 3.3.1. Billable Rates and Invoicing.

3.2.4. Removal, Replacement, and Shipping of Non-RMA Equipment

When ITS requests the removal and/or replacement of any equipment which is not RMA eligible, whether through a scheduled task, or due to an Incident, a replacement device, if needed, will be installed from the contractor's ITS-Provided Service Inventory, or provided from ITS inventory at ITS's discretion. The contractor will be responsible for maintaining possession of the old equipment and ship or hand-deliver the equipment to ITS at the vendor's discretion. Any costs for shipping or hand-delivery of equipment to ITS will be included within the fully loaded Rate as defined in Section 3.3.1. Billable Rates and Invoicing. **The awarded vendor FE will be responsible for providing digital photos of the completed work when a job has been completed.**

3.2.5. Onsite Assessment

Upon arrival at a site, prior to equipment installation, the contractor must do an onsite assessment to determine if sufficient infrastructure (e.g. power, network switches, cable runs, available open ports, etc.) is in place to successfully install the associated equipment. If any deficiencies are identified that would prevent the installation of the equipment, the contractor must notify NYS ITS of the deficiency and recommend a solution.

3.2.6. Service Inventory Tagging and Tracking

The contractor will be responsible for maintaining a Service Inventory of ITS-Provided equipment to be used primarily for incident calls, and for any other emergency installations as directed by ITS. The contractor will be responsible for maintaining their Service Inventory levels at quantities sufficient to meet the expected demand and to enable them to be responsive to Incident Response/Break-Fix calls. The contractor may be required to place asset tags and labels on equipment being installed and include the asset tag number and equipment serial number in the related ITSM ticket. Although not currently in use, in the event the use of asset tags becomes a requirement in the future, instructions on labeling and the use of the asset tags will be provided by ITS. The contractor will be required to provide the asset tag and/or serial number information in the related ITSM ticket for any equipment being installed or removed from service.

3.2.7. Equipment Upgrades and Patching

The contractor may have to perform upgrades or patching of operating systems, firmware, or BIOS. The contractor must be able to perform required software and configuration upgrades as needed on all network equipment specified by the ITS and covered by the contract.

3.2.8. Communication Cabling

The contractor must provide cabling services related to the installation of equipment and as needed to ensure the network is operational at a site. For example, the contractor would be expected to connect copper and fiber patch cables into network patch panels and data communications equipment. Additionally, the contractor must troubleshoot network cable connections between the patch panel and the desktop location, and fiber connections between network closets. The contractor should be familiar with re-punching down a copper network connection if required to restore service.

Upon request from ITS, the contractor must move connections on fiber light interface units (LIU's) to available spare fiber pairs when needed to troubleshoot problems and quickly restore customer service. The contractor would not be expected to replace interior or exterior fiber cables that are determined to be cut or damaged. Upon request from ITS, the contractor must facilitate the installation of fiber-jumpers and/or copper-network-jumpers between floors, or between rooms, as needed to by-pass damaged house-wiring and remedy repairs, or to provide a new network path to support network equipment installations. Any required patch cables, fiber jumpers,

or other network cabling will be provided by ITS.

3.2.9. Equipment configuration changes

Perform Equipment configuration changes as directed by ITS. Configure network equipment according to the network design diagrams and instructions provided by ITS. Equipment for each site will have its own unique configuration parameters and/or file, which will be provided by ITS to the winning bidder.

3.2.10. Troubleshooting, diagnosing, and resolving of network problems

The contractor may be dispatched to assess the situation at a site experiencing network problems. The contractor will determine the cause of the problem, report the status and recommended solution back to ITS, and complete the required steps to restore network service.

3.2.11. Additional Project Support Activities

Performance of any network-related or computer-related design, configuration, troubleshooting, problem resolution, technical support and implementation activities as required to support ENS network projects across the State of New York, or per designated Region. This may include activities such as, but not limited to, onsite work to escalate implementation of high-profile/time-sensitive network projects or standing up of wireless communications equipment and related local networks for the implementation of emergency sites across the State. **The awarded vendor FE will be responsible for providing digital photos of the completed work when a job has been completed.**

3.2.12. Recommended Contractor Tools

The contractor will be solely responsible for identifying and providing all necessary tools, laptops, software, test-equipment, cell or wireless subscriptions, etc. required to fulfill the requirements of this contract. The following items are recommendations but are not represented to be all the tools that might be needed to meet the requirements of the contract.

The contractor must be equipped with a laptop with proper tools for performing network equipment configurations and diagnostics. Other recommended tools and supplies might include equipment-rack screws, label maker, power strips, zip ties/vecro strips/wire ties for cabling, cell phone with hotspot/MiFi, network continuity tester, copper cable termination tools, punch down tools, console cables, screw drivers, nut drivers, allen-wrenches, etc., Aruba/Cisco/Extreme latest code versions on flash drive. Any tools typical for a network field engineer. The contractor must possess, or have access to, all vehicles, tools, ladders, scissor-lifts, supplies, etc, necessary to complete the work described under this contract.

MiFi or a hotspot is required to provide Internet connectivity in the event ITS Central Network Staff need to remotely log in to the equipment.

3.3. Pricing Categories

3.3.1. Billable Rates and Invoicing with Fully Loaded Rates

The Bidder must propose billable rates as a cost per unit for the dispatch times (see Section 3.1.3 Dispatch, Service Tracking & Weekly Reports) and service categories in the Attachment 7 - "Financial Proposal Workbook".

The "Fully-Loaded" Rates will cover all the costs related to the contractor's hourly rates, per-device Install/Deinstall Rates, and shall include all labor, materials, supplies, tools, emergency work and special requests required to provide the services outlined in this Contract. This includes, but not limited to, all administrative, reporting, all overhead costs, all travel costs—including but not limited to vehicles, fuel, tolls, lodging, meals—freight, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc. to the satisfaction of the ITS Enterprise Network Services and the performance of all work set forth in said specifications. The Services provided under this contract will be invoiced using "Fully Loaded" Rates. "

3.3.2. Regular Per Device Services

Per Device Install/Deinstall Rate with Examples:

All rates are “Fully Loaded” Rates applying to scheduled requests and is chargeable Per Piece of Equipment Installed or Deinstalled by the vendor including, but not limited to Network Routers, Switches, Firewalls, Wireless Access Points, Scanners, Printers or other devices described under 3.1.1 Contractor Duties. (Small components inserted into equipment, such as optics, cables, memory modules, hard drives, Cellular SIMs, power supplies, etc, will not be chargeable as a separate installation unless explicitly specified as chargeable by ITS.) Hourly rates do not apply to device install or device deinstall rates.

Scheduled Services

Scheduled service calls (scheduled through ITSM) will occur when there are planned equipment installs or deinstalls at a site and there is sufficient time to coordinate regarding an acceptable dispatch time. The number of scheduled service calls will vary based on numbers of State Agency projects, ITS Initiatives, or Executive Directives. Requirements for dispatch and completion times are specified in Section 3.5 Service Level Requirements. ITS will ship Equipment for scheduled installations directly to the work site unless there are emergency time constraints, or a directive from ITS requiring the use of equipment from the contractor’s Service Inventory or requiring the contractor to pick up equipment from an ITS-designated Location.

The awarded contractor will retain sufficient expert Network Engineer staff to ensure their ability to respond to an ~~estimated (3500) scheduled install/deinstall dispatches~~ **estimated (800) scheduled dispatches to perform (2000) installs and (1500) deinstalls** per year across the State of New York. The actual number of dispatches may be more, or less, based on ITS workload. Scheduled dispatches may occur both during and outside of regular business hours **so the corresponding rate would be applied accordingly** (See Table 5 - Estimated Total Annual Installations). All scheduled dispatch times will be coordinated with ITS as some state Agencies have access constraints at certain times of the day.

Services covered under Per-Device Rate:

(This applies to all equipment installed or deinstalled under this contract)

- **Simple Equipment Install** – Includes preparation and Installation of equipment, cabling, and testing. (No equipment currently installed).
- **Simple Equipment Deinstall** Includes disconnect of cabling, removal of equipment, mounting hardware, and peripherals, along with shipping or dropping off the deinstalled equipment back to ITS.

Per-Device Rate Examples:

Service	Example:	Invoice Example:
Simple Equipment Install Includes preparation and Installation of equipment, cabling, and testing. (Based on per device install charge)	Request to install (3) Switches, (1) Router, and (2) ceiling-mount wireless Access Points at a new office with a new network closet. (No equipment currently installed).	$(6) \text{ Device Installs} \times \text{Device Install Rate} = \text{total}$ (**Apply Business-Hours Device Rate or Non-Business-Hours Device Rate Accordingly)
Simple Equipment De-install Equipment Removal and Equipment RMA Includes disconnect of cabling, removal of equipment, mounting hardware, and peripherals, along with shipping or dropping of deinstalled equipment back to ITS	An office is being closed and ENS needs the vendor to go onsite and remove (5) Switches, (1) router, and (3) Wall mount Access points. All equipment removed must be shipped or dropped back to ITS.	$(9) \text{ Device Deinstalls} \times \text{Device Deinstall Rate} = \text{total}$ (**Apply Business-Hours Device Rate or Non-Business-Hours Device Rate Accordingly)

<p><u>Both Install and De-Install</u> Prepare and Install equipment where deinstallation of old equipment must take place before the new equipment can be installed. Includes removal of old equipment, installation of new equipment, migration of cable connections, and testing. All equipment removed must be shipped or dropped back to ITS.</p>	<p>Work is scheduled at a site where (5) 48-port switches are to be installed to replace (10) EOL/EOS 24-port switches. (4) New Ceiling mount Wireless Access Points must be installed to replace (4) Old Ceiling mount Wireless Points. All equipment removed must be shipped or dropped back to ITS.</p>	<p><i>(9) Device Installs X Device Install Rate = total</i></p> <p><i>(14) Device Deinstalls X Device Deinstall Rate = total</i></p> <p><i>((9) Device Installs X Device Install Rate) + ((14) Device Deinstalls X Device Deinstall Rate) = total</i></p> <p><i>(**Apply Business-Hours Device Rate or Non- Business-Hours Device Rate Accordingly)</i></p>
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Table 3

3.3.3. Hourly Services - On-Call Incident, Emergency, Project Services (Hourly)

On-Call Incident Services

On-Call incident requests can occur on a 7x24x365 basis and will be submitted when there is a critical network service outage, or an emergency need occurs for a new network implementation. The awarded contractor will retain sufficient expert Network Field Engineer staff to ensure their ability to respond to approximately **(200) Business-hours** and (40) On-Call dispatches per year across the State of New York. This number may be more, or less, depending on actual need. When responding to an On-Call Incident service request, the contractor must be equipped to provide a timely response, as specified in Section 3.5 Service Level Requirements. The use of a MiFi or a hotspot is required, unless prohibited at the site, to provide internet connectivity in the event ITS Central Network Staff need to remotely log in to the equipment. The contractor will be responsible for providing status updates by phone on an hourly basis and updating the ITSM Ticket, on the root cause, resolution, and chronology of the remediation. Upon restoration of services at a site, the contractor will remain on site and coordinate with ITS Engineers or staff to test and confirm services are fully restored.

Emergency Task Order Response Services

The contractor may be notified by ITS of a need for Emergency Support. ITS will determine the exact need and will notify the contractor through an Emergency Task Order (“ETO”). ITS designees authorized to initiate ETOs will be defined and maintained by ITS in a designated document. NYS reserves the right to issue ETOs by phone when necessary. An ITSM incident ticket will accompany all emergency response service requests. Tickets will require ITS verification that all services have been restored prior to ticket closure.

The hourly rates billed for Emergency Response Services will be based on Regular Business hours and After Business hours/ Holiday hours, must be included in the contractor's hourly rates submitted in its Cost Proposal. The ETO will include, but not be limited to:

- Incident Number
- Description of the problem to be resolved
- The name, phone number, and email address of the NYS authorized designee making the request
- The date and time of the request
- The date and time that the contractor staff is expected to arrive on site
- The full address of the Emergency Operations Site
- The name or title, phone number, and email address of the site contact person(s) who will direct the contractor staff while on site and determine when contractor services are no longer needed
- An estimate of the duration of the staffing need if available
- The actual arrival and departure dates and times of the contractor staff (when available)

The exact form and method of ETO issuance will be defined during the initial contract Start-Up phase.

Hourly Rate with Examples: “Fully Loaded” Time and Materials Rate. This rate applies to On-Call Incident and Problem Resolution Services & Requests, Emergency Requests, Professional Network Engineering Services. Hourly rates will be based on Regular Business hours and After Business hours/ Holiday hours as separate Fully Loaded rates.

Example:	Application of this Rate:	Note:
-Hourly Network Project Support -Trouble Shooting and Problem Resolution Equipment Removal and Equipment RMA -Emergency Incident Response -Break-Fix Support -On-Call Emergency Incident Response -Additional installs/ unscheduled projects that are needed	On-Call Incident/Break-Fix requests can occur on a 7x24x365 basis and will be submitted when there is a critical network service outage, or an emergency need occurs for a new network implementation.	Time is charged based on Regular Business hours and After Business/Holiday hourly per the rate submitted in the Attachment 7 - "Financial Proposal Workbook".
An Engineer is requested by ITS to be dispatched to provide onsite expertise, troubleshooting, equipment configuration, problem assessment, onsite remote collaboration with an equipment vendor or ITS, for problem-management, coordination, and resolution, support for special network projects, or for other circumstances as requested by ITS.	These hours are charged starting when the engineer arrives on the work site and ending when the engineer leaves the work site.	Travel hours and costs are not chargeable as these are covered under the “Fully Loaded” Rate.
An Engineer is dispatched to respond to a call where they are required, at the explicit direction of ITS, to travel to pick up equipment at an ITS-Designated Location, to be used to service a problem at another location.	In this case, the clock starts when the engineer arrives at the first location to pick up the equipment, continues during the engineer’s travel from that location to the work site, and continues during the time at the work site until the work is completed and the engineer leaves the work site.	Travel hours to the first location to pick up equipment, and the hours returning from the final work site, after work is completed, are not included as these are covered under the “Fully Loaded” Rate.

Table 4

3.3.4. Estimated Total Annual Installs/Uninstalls/Hours---

Service Type	Estimated Dispatches (Added)	***Approximate Estimated Total Annual	Estimated % of Total Annual
Scheduled Device Installs/Uninstalls Business Hours Monday- Friday, 7AM - 5PM	766	1915 2000 - Device Installs 1435 1500 Device Uninstalls (@Business Hours Device Rate)	95% 73%
Scheduled Device Installs/Uninstalls Non-Business Hours Evenings: Monday-Friday, 5PM - 7AM Weekends: Friday 5PM - Monday 7AM	34	85 86 Device Installs 65 -64 Device Uninstalls (@Business Hours Device Rate)	4% 3%
Hourly and On-Call Business Hours Monday- Friday, 7AM – 5PM	200	300 Hours (@Business Hours Device Rate)	20%
Hourly Services and On-Call**On-Call Incident/Emergency/Project 24 x 7 x 365	40	40 140 Hours (@Business Hours Device Rate)	1% 4%

Non-Business Hours Evenings: Monday-Friday, 5PM - 7AM Weekends: Friday 5PM - Monday 7AM				
Downstate Breakout	# of Activities	Upstate Breakout	# of Activities	# of Total Activities
Business Hours		Business Hours		
Scheduled Device Installs	874	Scheduled Device Installs	1041	1915
Scheduled Device Uninstalls	654	Scheduled Device Uninstalls	781	1435
Hourly and On-Call Business hours	136	Hourly and On-Call Business hours	164	300
Non-Business Hours		Non-Business Hours		
Scheduled Device Installs	38	Scheduled Device Installs	47	85
Scheduled Device Uninstalls	32	Scheduled Device Uninstalls	33	65
Hourly and On-Call Business hours	64	Hourly and On-Call Business hours	76	140

Table 5

~~***Actual Hours/Devices may be less or more than the estimates provided based on work load~~ ***All quantities are estimates and will vary based on workload. **Estimated 800 dispatches to complete 2000 installs distributed over Business and Non-Business hours.

3.4. Key Personnel

3.4.1 Staffing and Hiring Practices

The awarded Vendor will be responsible for providing adequate staffing levels to fully support services throughout the State, or designated Region, to meet the terms of the contract. During the term of the contract, ITS reserves the right to require that a Network Field Engineer be removed from an assignment and be replaced by another Network Field Engineer with equal or greater skills. Any replacement Network Field Engineer must be approved in writing by ITS and pass required security background checks.

3.4.2 Security Background Checks

ITS requires all employees and contractors to undergo a security background check, including fingerprinting, in order to meet security requirements for both ITS and New York State Police. ITS reserves the right to approve any employee, agent, or subcontractor furnished by the Vendor. ITS, at its own discretion, reserves the right to reject or bar from any facility, any employee, agent, or subcontractor of the Vendor. Such action by ITS shall not relieve the Vendor of the obligation to perform all work in compliance with the Agreement. The Vendor further warrants to ITS that the employees of the Vendor are eligible for employment in the United States. See the Appendix A- Standard Clauses for New York State Contracts for more information.

3.4.3 Project Manager

The Project Manager (PM) must have the experience to fulfill all PM duties including, but not limited to, the following:

- Serve as the liaison for the contractor,
- Coordinate with ITS to establish processes and procedures for services as they relate to dispatch and administrative matters.
- Keep track of processes and document them as they are developed,
- Maintain records of each service request and address any issues that may be raised by ITS.
- Create a tracker documenting in detail the processes each support routine is to take including providing the escalation procedure (Section 3.1.3. Dispatch & Service Tracking) for Field Engineer dispatches.
- The assigned Project Manager must have at least five (5) continuous years as a project manager.

3.4.4 Dispatch Coordinator

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

- Receive and acknowledge work tickets from ITS, through the ITSM tool.
- Report all actions in ITSM, including identification of the Field Engineer (FE) and all actions performed by the FE.
- Responsible for following the escalation procedures (Section 3.1.3. Dispatch & Service Tracking).

- Receive tickets or tasks in a timely manner based upon the defined severity levels
- Coordinate with ITS to provide the name and time of arrival of the FE as well as communicating the dispatch procedure to the FE for various sites.
- Ensure FE's are equipped with the correct parts and all required equipment necessary to perform the task.
- Be reachable by toll free CCC phone number 24/7/365 and must be able to coordinate and escalate either with the hardware manufacturer or internally at the request of ITS.
- Report all activity to the PM and must be available for any reason relative to FE dispatch. This means that there should always be a contingency in this role: if one DC is not available, another must be able to answer the same CCC number.
- Upon receipt of a ticket, dispatch the FE, coordinate manufacturer support, and update the status of the ticket in ITSM.

3.4.5 Field Engineer

The contractor must provide adequate staff levels of Field Engineers (FEs) to fully support project services through the State, or designated Region.

The contractor must ensure that FEs are trained and experienced in all aspects of network equipment installation, repair, and configuration, and possess necessary training or certifications. The contractor must submit resumes for all FEs that will be working in ITS facilities. The contractor must ensure FEs carry the correct parts and required equipment necessary to perform the required tasks. Should the contractor employ any new FEs for work on the Contract, the contractor must submit a resume, and the FE must pass security background checks and be approved by NYS ITS prior to working on the Contract. The contractor must select FE's that are able to perform all tasks, and have required credentials to meet work requirements including, but not limited to:

- Troubleshoot and replace/install any network equipment to industry standards,
- Be available to be onsite in accordance with the parameters listed in Section 3.5 Service Level Requirements.
- Follow dispatch procedures as provided by ITS.
- Perform basic troubleshooting upon arrival at a site.
- Console into any ITS equipment and be familiar with wiring, and common network protocols and services.
- Deploy packet capture tools, create a wireless hotspot, join phone bridges, reach out to the Technical Assistance Center (TAC) for the hardware manufacturer (facilitated by ITS), configure network devices, save and restore configurations, and test connectivity on copper and fiber as well as wireless infrastructure.
- FE must acknowledge the ITSM Ticket when assigned and update the ticket with estimated time of arrival to the work site, document all problem identification, resolution, and all interaction relative to restoration.
- Once a ticket is resolved, coordinate with the Dispatch Coordinator to give a detailed account of the work and close the incident per the tracker that the PM will provide.
- Have at least three (3) continuous years of experience in data communications equipment configuration, installation, and troubleshooting.
- It is desirable, but not mandatory, that the FE possess industry certifications pertaining to data communications equipment configuration, installation, and troubleshooting.

3.5. Service Level Requirements

Contractor's failure to satisfy service level requirements set forth herein may result in a credit or chargeback in an amount pre-determined by ITS. The Chargeback shall be paid to ITS in the form of a credit to ITS against the contractor's invoice. Invoices are to be submitted to ITS immediately following the month in which the contractor failed to satisfy the service level requirements.

The contractor will not be penalized for failure to meet the service level requirements at Secure Sites 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 the service level requirements up until the time such event starts and will resume once such event ceases.

<u>Support Priority Levels</u>	<u>Max. Ticket Acknowledge Time</u>	<u>Maximum Resolution Time</u>	<u>Minimum Service Level Met</u>	<u>Chargeback/Service Credit</u>
Incident/On-Call Standard Sites	30 minutes	24 hours	80%	2% for max. Acknowledge time 2% for max. Resolution time
Incident/On-Call Priority Sites	20 minutes	4 hours	95%	2.5% for max. Acknowledge time 2.5% for max. Resolution time
Incident/On-Call Emergency Support Emergency Task Order (ETO)	20 Minutes	*24 hours or as applicable and agreed upon by ITS Expected arrival on-site time should be a max of 90 minutes. Complete resolution should be within 24 hours AMENDED	95%	3% for max. Acknowledge time 3% for max. Resolution time
Scheduled - Installation and Configuration	1 Hour	24 hours	80%	2% for max. Acknowledge time, 2% for max. Resolution time

Table 6

* For ETO See 3.5.2, Resolution time will vary based on the nature of the event

The contractor must accept sole and complete responsibility for accomplishment of all activities as set forth in the RFP/Contract within the specified times specified in the Service Level Standards.

With the coordination between ITS and the contractor's dispatch coordinator the hours that are charged start when the engineer arrives on the work site and ends when the engineer leaves the work site.

Ticket Acknowledge Time - Time it takes for the contractor to respond back to ITS when a ticket has been assigned.

Resolution Time - Time to fully resolve the problem and restore or implement services at a work site

Priority Site - A site highlighted as priority in Exhibit D – Priority Locations, or a site designated by ITS, in real-time, as a Priority Site.

3.5.1. Support for Standard Sites

Contractor Response time and Resolution time for Standard Sites must be in compliance with the requirements listed in 3.5 Service Requirements (See Exhibit C – Standard Locations). The contractor is required to follow the access procedures for Standard Sites which will be reviewed at the contract award.. In the event of an Executive escalation, a Standard Site may be elevated to Priority Status, and will need to be addressed in respective time-frames listed in 3.5 Service Requirements.

3.5.2. Support of Priority Sites

Contractor Response time and Resolution time for a Priority Sites must be in compliance with the requirements listed in 3.5 Service Requirements (See Exhibit D – Priority Locations). ITS reserves the right to add or remove sites to the priority off-hours list at their sole discretion. An unexpected high-profile, time-sensitive event could deem it necessary to upgrade a site to "Priority" status, even as a ticket is being worked on. See additional notes

below:

NOTE: Some Priority Sites are Secure Sites which will require additional security clearance, background checks, and/or compliance training for the FEs. The contractor must be able to support Secure Sites within the SLRs. Secure Sites include locations such as, but not limited to, Correctional Facilities (CF), State Police locations, ITS Data Centers, and health or mental health facilities throughout NYS. There are strict guidelines for anyone entering a Secure Site (e.g., gate passes, security checks, equipment/vehicle inspections). Contractor staff are only allowed to bring ITS- approved equipment. Additional information regarding the requirements of specific Secure Sites will be provided by ITS at the time of Contract award.

SECTION 4 – ADMINISTRATIVE INFORMATION

4.1 ISSUING OFFICE

This RFP is being issued by the New York State Office of Information Technology Services, Vendor Sourcing and Management Office.

4.2 PRICE

Proposers must submit their cost proposal for required services necessary to provide the State with the required deliverables using Attachment 7 "Financial Proposal Workbook." Any deviations, alterations, qualifiers, ranges, etc. included with the cost proposal will result in rejection of the proposal. Prices bid shall include all proposed labor, equipment, materials, supplies, etc. to provide a "turn-key" solution. All prices quoted shall be inclusive of all customs, duties and charges and shall be fully loaded including but not limited to travel, insurance, administrative, profit and ancillary costs.

4.3 METHOD OF AWARD

ITS will make two (2) awards to responsive and responsible Bidder(s) on a "Best Value" basis. ITS anticipates making one (1) award for Upstate and one (1) award for Downstate, to provide the services described in this RFP. Note, for administrative purposes, ITS reserves the right to combine Upstate and Downstate under one (1) contract in the event one (1) bidder is awarded both regions.

4.4 PRICING, BILLING, AND PAYMENT FOR SERVICES

Payments for Services rendered shall be in accordance with the Contract. All rates must be inclusive of any and all direct and indirect costs including contract administrator, clerical personnel, travel, computer charges, postage and all other expenses related to the engagement. The "Fully Loaded" Rates will cover all the costs related to furnishing all of the services specified in this contract, including but not limited to all labor, material and supplies, all emergency work and special requests; all administrative, reporting or other requirements; all overhead costs and profit, all travel costs, freight, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc. to the satisfaction of the ITS Enterprise Network Services and the performance of all work set forth in said specifications. ITS will not pay overtime rates for hours worked over 40 per week.

Contractor shall invoice ITS monthly, 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 EXCEPTIONS/DEVIATION AND EXTRANEIOUS TERMS

Bids must conform to the terms set forth in the RFP. 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 RFP section that the Bidder proposes to modify and the reasons why. Any extraneous terms must be submitted during the Question-

and-Answer period, by way of Attachment 3 Bidder Questions and Extraneous Terms Form. Extraneous terms submitted after the Question and Answer period, will not be considered.

4.6 State's Reserved Procurement Rights

In addition to any other rights articulated elsewhere in the RFP, 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 RFP 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 RFP.
- f. Prior to the bid opening, amend the RFP 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 RFP.
- h. Withdraw the RFP at any time, at ITS' sole discretion.
- i. Use the following in the course of evaluation and selection under the RFP: (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; (v) 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 RFP 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 RFP.
- 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 RFP in whole or in part.
- o. Change any of the scheduled dates.
- p. Utilize any and all ideas submitted in the RFP 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 C000761 for information on Supplier Diversity requirements.

4.9 TERM OF CONTRACT

The term of the Contract shall be five (5) years. The Contract shall take effect and commence upon the approval of the Contract by the Office of the State Comptroller of the State of New York ("OSC" or "Comptroller"), as applicable.

4.10 EXCEPTIONS/DEVIATION AND EXTRANEIOUS TERMS

Bids must conform to the terms set forth in the RFP. 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 RFP section that the Bidder proposes to modify and the reasons why. Any extraneous terms must be submitted during the Question-and-Answer period, by way of Attachment 3 Bidder Questions and Extraneous Terms Form. Extraneous terms submitted after the Question and Answer period, will not be considered.

4.11 METHOD OF PAYMENT

Payments will be processed by the State when all services have been satisfactorily performed. All invoices will be processed in accordance with established procedures of the New York State Office of Information Technology Services and the Office of the State Comptroller.

4.12 GENERAL PAYMENT TERMS

Each invoice must be itemized and include the following information: Contract ID number (i.e.: ITS01-C000761-1110000); Company FEIN; Vendor ID number; Date(s) of Service; a unique invoice number, and a detailed description of services performed.

Invoices without the above stated information will be returned to contractor to be completed as required in the paragraph above. Payment will not be issued and will not be due and owing until a corrected invoice is received and approved by ITS.

For any Services rendered during the State's prior fiscal year (April 1 through March 31), any invoices for such Services must be submitted by May 15 of the State's current fiscal year. Failure to submit such invoices by May 15 will result in forfeiture of payment due to Contractor unless ITS provided written notification detailing otherwise.

All Invoices are to be submitted for payment to:

The OGS Business Service Center

Accounts Payable
Empire State Plaza Station
P. O. Box 2117
Albany, New York 12220 -0117

4.13 COMMUNICATIONS FROM NYS TO BIDDERS

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

4.14 PROCUREMENT RECORD

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

SECTION 5 - PROPOSAL REQUIREMENTS & SUBMISSION

5.1 INQUIRIES FROM BIDDERS

New York State Finance Law §§139-j and 139-k imposes certain restrictions on communication between NYS and Bidders during a procurement. Bidders should submit all RFP inquiries, questions, comments, or extraneous terms using Attachment 3 – Bidder Questions and Extraneous Terms and Conditions during the Bidder Inquiry period. Solicitation deviations and Extraneous Terms shall be sent to its.sm.bestvalue@its.ny.gov by the deadline stated in Page ~~ii.5, Calendar of Events~~ ~~Key Events and Dates~~. 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 proposal and answers to all questions, comments, proposal deviations and Extraneous Terms of a substantive nature will be provided to all prospective Vendors 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 OPTIONAL INTENT TO BID

Contractors may submit a notice of their Intent to Bid. To submit a notice of their Intent to Bid, Contractors should submit a completed Optional Intent to Bid Form, Attachment 12. Attachment 12 should contain the original signature of the Contractor's authorized representative and be scanned and submitted in Adobe Acrobat pdf for receipt by the ITS Designated Procurement Contact, at the email address specified on the cover page of this RFP, no later than the date and time specified in the Calendar of Events.

Submission of Attachment 12 does not obligate a Contractor to submit a bid proposal.

5.3 GENERAL REQUIREMENTS FOR PROPOSALS

Bidder's must submit a complete response to this RFP that satisfies the requirements set forth in this RFP. Failure to do so may render the Bidder's proposal non-responsive. A proposal checklist is included in this RFP as Attachment 1.

Proposals that make extensive use of color photographs or illustrations, or that include separate brochures or marketing materials and overly elaborate embellishments, are discouraged.

All proposals submitted in response to this RFP, 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 Proposal Due Date and Time Deadline date as set forth in the RFP'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 Proposal.

5.4 PROPOSAL FORMAT AND CONTENT

In order for the State to evaluate proposals fairly and completely, proposers must follow the format set forth herein and must provide all of the information requested. All items identified in the following list must be addressed as concisely as possible in order for a proposal to be considered complete. Failure to conform to the stated requirements may necessitate rejection of the proposal.

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

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

5.5 RFP PREPARATION, RESPONSE & LABELING

All proposals must be submitted so that they are received by the ITS Sole Designated Contact at the address The Bidder's Administrative Bid must contain responses to all documents **as** described **below** in this RFP. 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 of each of the **Administrative Bid and Financial Bid**. 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 Bid or Proposal will include all the following pieces: Administrative Bid, Financial Bid, and the Technical bid. The Administrative Bid should include all of the following:

- Executive Summary/Company background which must include the following:
- Name and address of contact
- Corporate structure identifying any parent company and affiliates for Bidder and subcontractors
- Date and place of incorporation, where registered, licensed, as applicable, corporate headquarters, and other background information, etc.
- Describe the corporate profile, core business, and state the number of years the providing each service function for the Bidder and any subcontractors
- Organization chart for Bidder and any subcontractors
- **Attachment 1 – Proposal Checklist**
- **Attachment 2 – Firm Offer Letter and COI Disclosure**
- **Attachment 3 – Bidder Questions and Extraneous Terms Form**
- **Attachment 4 – Confidentiality and Non-Disclosure Agreement**
- **Attachment 5 – FOIL & Litigation Disclosure**
- **Attachment 6 – Contractor Certification of Covered Agency, ST-220-CA**
- **Attachment 8 – Minimum Bidder Qualifications**
- **Attachment 9 – Consultant Disclosure Forms A & B**
- **Attachment 12 – Optional Intent to Bid**

All proposals must have a label on the outside of the package or shipping container with the following information:
PROPOSAL ENCLOSED RFP C000761 – IT Remote Field Support & Network Equipment Maintenance
-NOT TO BE OPENED EXCEPT BY AUTHORIZED PERSONNEL

Please mail bound paper copies containing original notarized signatures, along with submitting an electronic copy in searchable PDF, Excel, or Word, with the Subject of email: RFP Number – C000761 proposal submission to its.sm.bestvalue@its.ny.gov . Each section of the paper and electronic proposal shall be clearly marked as 3 separate attachments:

- Financial Proposal Workbook (5.5.1)
- Administrative Proposal (5.5.2)
- Technical Proposal. No overt statements about costs shall be included in the Technical Proposal. (5.5.3)

5.5.1 Financial Proposal Workbook

The 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. All prices must be represented in U.S. dollars and shall be inclusive of all customs, duties and charges and shall be fully loaded

including but not limited to travel, insurance, administrative, profit and ancillary costs. 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 7- Financial Proposal Workbook

5.5.2 Administrative Proposal

Bidder's administrative proposal will include one (1) original hard copy which must contain original notarized signatures, and one (1) electronic copy saved as searchable Microsoft Word, Excel and/or Adobe Acrobat formats one (1) Original hard copy, one of which will contain original notarized signatures, of all the attachments listed below, and submit an electronic copy in a separate searchable PDF, Excel, or Word attachment. Each attachment must be complete with no lines omitted. ITS reserves the right to reach out to any Proposer to correct any ministerial defect with respect to the **attachments** listed:

- Attachment 1 – Proposal Checklist
- Attachment 2 – Firm Offer Letter and COI Disclosure
- Attachment 3 – Bidder Questions and Extraneous Terms Form
- Attachment 4 – Confidentiality and Non-Disclosure Agreement
- Attachment 5 – FOIL & Litigation Disclosure
- Attachment 6 – Contractor Certification of Covered Agency, ST-220-CA
- Attachment 8 – Minimum Bidder Qualifications
- Attachment 9 – Consultant Disclosure Forms A & B
- Attachment 12 – Optional Intent to Bid

5.5.3 Technical Proposal

The Proposal must contain responses to all documents described in this RFP. The Bidder's Technical Bid must be submitted as one (1) original hard copy and one (1) electronic copy, on two (2) PC Compatible Windows USB Thumb-Drives, saved as searchable Microsoft Word, Excel and/or Adobe Acrobat formats. Each attachment must be complete with no lines omitted.

- Attachment 10 – Requirements Verification & Traceability Matrix
- Attachment 11 – Technical Proposal Form

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. Bidders who intend to hand-deliver Proposals or utilize independent courier services should allow extra time to comply with these procedures. Bidder's hand-delivering their Proposals should ask the security personnel at the security desk to call the Designated Contact(s) indicated in this RFP or the Vendor Management and Support, Best Value Team. Building Access procedures may change or be modified at any time. Bidders assume all risks for timely, properly submitted hand deliveries.

Hand Delivery to lobby front desk:
ATTENTION: Katherine Goodrich, Contract Manager
EMPIRE STATE PLAZA,
SWAN STREET BUILDING, CORE 4, ROOM 2404
ALBANY, NY 12223

5.7 MULTIPLE SUBMISSIONS

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

5.8 NO LATE SUBMISSIONS

All Proposals must be submitted and received by the Proposal submission dates and times specified in this RFP. Proposals received after the Proposal Submission Deadline shall be rejected.

All materials submitted by the Bidder become the property of the State and may be returned only at the sole discretion of ITS.

SECTION 6 - EVALUATION METHODOLOGY ~~AMENDED 4.8.24~~

The evaluation process will be conducted in a comprehensive and impartial manner.

6.1 PROPOSAL COMPLETENESS REVIEW

After the Proposal opening, each proposal will be screened for completeness and conformance with the RFP requirements. Proposals that do not meet the RFP requirements may be deemed non-responsive, removed from further consideration, and the Bidder notified accordingly. Proposals that pass will proceed to the ~~Technical~~ **Minimum Qualifications** Evaluation.

6.2 MINIMUM QUALIFICATIONS EVALUATION

Proposals submitted by Bidders will be evaluated on a Pass/Fail basis to determine whether they satisfy the RFP's minimum qualifications. Proposals that fail to meet the minimum qualifications will be deemed non-responsive, will not be further evaluated, and the Bidder will be notified accordingly. Passing proposals next proceed to the Technical and Financial Evaluations. Bidders may still be disqualified if it is later determined that the Bidder did not meet all of the RFP minimum qualifications and should not have qualified to move on to the Technical and Financial Evaluations stage.

6.3 TECHNICAL PROPOSAL EVALUATION

The Technical Proposal will be **submitted using Attachment 11 and evaluated based on the information provided by the Contractor therein and will be** weighted at 60% of the overall total. The Technical Evaluators will independently score each Technical Proposal using a weighted average to calculate the Technical Score for each responsive Bidder.

The Financial Proposal will be weighted at 40%. There will be no points awarded to the Administrative Proposal.

6.4 FINANCIAL PROPOSAL EVALUATION

The Financial Proposal will be **submitted using Attachment 7 and evaluated based on the information provided by the Bidder therein and will be** weighted at 40% of the overall total. The Financial Proposal evaluation will be based on a maximum score of 40 points which will be allocated to the proposal with the lowest price. All other responsive proposals will receive a proportionate score based on the relation of their Financial Proposal to the proposal with the lowest price, using this formula:

Financial Proposal points awarded = 40 points x (Lowest Price Financial Proposal/Price of Proposal Being Evaluated)

6.5 FINAL COMPOSITE SCORE ~~AND METHOD OF AWARD~~

A Final Composite score will be calculated by adding the Technical Proposal score to the Financial Proposal score. The Proposals will be ranked based on the ~~total combined composite~~ **total combined composite** score. The Bidder with the highest composite score may receive a tentative award **for the region in which they bid**, subject to successful contract negotiations and approval by the Attorney General and Office of the State Comptroller.

Should more than one Bidder get the same total **composite** score **for a region**, the tie will be broken using the Financial Proposal score, **with the award made to the bidder with the highest financial score**. When price and other factors are found to be substantially equivalent, ITS will select the winning Bidder at its sole discretion.

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) contact.

SECTION 7 ~~EVALUATION METHODOLOGY~~

7.1 ~~METHOD OF AWARD~~

~~ITS will make one (1) award for all the services described in this RFP (both Upstate and Downstate) or two (2) separate awards, for (a) Upstate only and (b) Downstate only, to responsive and responsible Bidder(s) on a "Best Value" basis. Lowest Price means the basis for awarding contracts for commodities among responsive and responsible Bidders. (State Finance Law, Article 11, Section 163).~~

~~7.2 Bid Completeness Review~~

~~After the Bid opening, each Bid will be screened for completeness and conformance with the RFP's requirements. Bids that do not meet the RFP'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.~~

~~7.3 Minimum Bidder Qualifications Evaluation~~

~~Bids submitted by Bidders will be evaluated on a Pass/Fail basis to determine whether they satisfy the RFP's minimum qualifications. Bids that fail to meet the minimum 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. Bidders may still be disqualified if it is later determined that the Bidder did not meet all of the RFP minimum qualifications and should not have qualified to move on to the Financial Evaluations stage.~~

~~7.4 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.~~