



# Office of Information Technology Services

**KATHY HOCHUL**  
Governor

**DRU RAI**  
NYS Chief Information Officer

**AMENDED December 26, 2024**

## COMPETITIVE PROCUREMENT FOR:

### RFP C000758 - NY Alert Mass Notification System

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

#### DESIGNATED CONTACT FOR INQUIRIES AND SUBMISSIONS

RFP related questions must be submitted via email using the Vendor Questions and Extraneous Terms Form (Attachment 2) to the designated contact for this RFP at [its.sm.bestvalue@its.ny.gov](mailto: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: Laura Crammond**  
SWAN STREET BUILDING CORE 4, ROOM 2404  
NYS OFFICE OF INFORMATION TECHNOLOGY SERVICES  
VENDOR SOURCING AND MANAGEMENT- BEST VALUE TEAM  
ALBANY, NY 12223  
[its.sm.bestvalue@its.ny.gov](mailto:its.sm.bestvalue@its.ny.gov)

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## **APPENDICES**

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- Appendix B – Reserved
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- Appendix C-1 – Contractors Insurance Requirements
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- Appendix D – Primary Security and Privacy Mandates
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- Appendix G – Change Request Form
- Appendix H – Deliverable Acceptance Form

## **ATTACHMENTS – *TO BE RETURNED WITH THE PROPOSAL***

- Attachment 1 – Firm Offer Letter & Conflict of Interest Disclosure
- Attachment 2 – Vendor Questions and Extraneous Terms Form
- Attachment 3 – Minimum Bidder Qualifications Form
- Attachment 4 – Consultant Confidentiality and Non-Disclosure Agreement
- Attachment 5 – Requirements Verification & Traceability Matrix - **Amended**
- Attachment 6 – Technical Proposal Form - **Amended**
- Attachment 7 – Financial Proposal Workbook
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- Attachment 12 – Consultant Disclosure Reporting A/B Form

## **EXHIBITS**

- Exhibit 1 – Integration Requirements

**ITS Required Forms:** <https://its.ny.gov/vendor-information> *To be returned with the proposal*

**MWBE & Forms:** <https://its.ny.gov/procurement> *To be returned with the proposal*

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

## SECTION 1 - 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 replace the current New York State Alert Mass Notification System (MNS) with a vendor hosted solution. ITS is soliciting bids from qualified and responsible vendors to implement a vendor hosted web-based public and private statewide MNS using Commercial off the Shelf (COTS) products and associated services, and if necessary, customized products and services.

### 1.2 DEFINITIONS

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

### 1.3 THE OFFICE OF INFORMATION TECHNOLOGY SERVICES

#### Mission, Vision, and Values Statement

<b>MISSION</b>	To create and deliver innovative solutions that foster a technology-enabled government to best serve New Yorkers
<b>VISION</b>	To lead the nation in serving residents, businesses, and visitors through world-class technology
<b>VALUES</b>	Accountability, Residents, Innovation, Integrity, People, Transformational

### 1.4 CALENDAR OF EVENTS

Calendar of Events	
Event	Date
1. RFP Release Date	11/21/2024
2. Deadline for Submission of Vendor Questions	12/05/2024
3. Issuance of Response to Submitted Questions (on or about)	12/19/2024
4. <b>PROPOSAL DUE ON OR BEFORE DATE &amp; TIME</b>	<del>01/30/2025</del> <b>02/13/2025 3:00PM EST</b>

## SECTION 2 - PROJECT SUMMARY

### 2.1 PROJECT BACKGROUND (CURRENT STATE)

NY Alert MNS is a web-based portal that allows state, county, and local governments, emergency service agencies, colleges and universities, and private partners to provide emergency alert information and private notifications to a defined audience. NY Alert warns residents of New York State of critical information/emergencies and provides timely information to protect lives. Information may include severe weather warnings, significant highway closures, hazardous material spills, amber alerts, sex offender alerts, and other emergency conditions.

The NY Alert MNS currently has over six (6) million contact records that can receive multiple alert types. Alerts can be generated by Notifiers of Authorized Organizations from external applications. Alerts are disseminated using several different technologies and communication methods such as SMS, Email, Fax, IPAWS, Reverse 911, and Social Media. The alerts are customizable and can be sent and received based on the type of information and geographic location. All areas of New York State are included in NY Alert.

ITS hosts the NY Alert public website, <https://alert.ny.gov>, where New Yorkers can sign up (subscribe) for NYS alerts to receive real-time warnings and emergency information on what is happening in their area. The Subscriber can register contact information such as multiple phone numbers, email address, fax numbers and define how they receive alerts. Subscribers can also select the type of alerts they receive by selecting a geopolitical jurisdiction and a category of alert.

NY Alert MNS offers NYS Government Agencies and Authorized Organizations the option to send Private Notifications and alerts to specific groups and recipients. Authorized Organizations and NYS Government Agencies can upload contact information into the application to be used for alerts, as opposed to the public who sign up to receive alerts directly.

In addition to the NY Alert MNS public portal for Subscribers, NY Alert MNS offers several web portals for NYS Government Agencies and Authorized Organizations to customize their interface to meet their specific need. NY Alert MNS offers these entities the ability to implement portals on NY Alert with specific branding, predefined templates, and alert options to meet their particular needs. The customized portals require integration with other applications to collect and display information and alerts specific to that entity. The NY Alert MNS currently hosts ~~nine (9)~~ **eight (8)** customized Application Program Interfaces (API) to applications hosted in other New York State data centers.

The system is able to support single sign on (SSO) for each organization. The system has the ability to integrate with multiple types of SSO platforms, however no organization will be synching to more than one SSO platform. SSO integration does not interfere with API or Secure File Transfer Protocol (SFTP) transfer account creation.

NYS also uses event driven SMS only messaging by creating a keyword. Subscribers text the keyword to the system to receive alerts related to that event. The keyword-based subscribers should be able to be messaged as part of a wider notification if needed, including across public subscription groups.

2.1.1 Table – Historical Data on NY Alert, provides historical data on NY Alert messaging quantities. All quantities represent approximate historical counts. Numerous factors could cause future

quantities to vary from the historical table and actual volume could be substantially more than, or substantially below previous messaging quantities. This information is provided for informational purposes only.

**Table 2.1.1- Historical Data on NY Alert**

Year	Type	Approximate Quantities*
2022	Emails	102,294,796
	Phone Calls	2,050,143
	TTY	23,908
	SMS Messages	26,675,088
	Faxes	328,001
2023	Emails	116,201,661
	Phone Calls	2,422,890
	TTY	23,929
	SMS Messages	29,486,066
	Faxes	326,345
2024 (as of October 31, 2024)	Emails	157,037,355
	Phone Calls	3,448,611
	TTY	10,993
	SMS Messages	41,682,648
	Faxes	280,792

**2.2 BUSINESS GOALS (FUTURE STATE)**

The goal of this RFP is to procure a vendor hosted, maintained, and supported MNS with similar functionality to the current NY Alert MNS. This would entail the migration of all NY Alert Subscriber Data into the new MNS.

The functionality of the current NY Alert MNS will be required to be integrated into the new MNS so that it will be seamless to users of the new system. All current MNS system web portals will need to be recreated and redesigned and any existing API’s will need to be developed to continue to maintain current functionality.

ITS would like to expand the NY Alert program services and increase the Subscriber base in New York State from the current count to approximately 10 million over a period of five (5) years, while increasing the throughput of Notifications and Emergency Alerts. Numerous factors could cause future

quantities to vary substantially from anticipated goals and it is not a guarantee of any future Subscriber or messaging count.

ITS would like to have the ability to verify phone numbers, **and** emails, **and fax numbers** to prevent notice flooding. This could be done by sending a text or email with a verification link.

In addition, the MNS will be able to support multiple sign-up paths including, but not limited to, Single Sign-on integration, accounts created and maintained through automated updates via SFTP transfer and/or through an API.

### **2.3 MINIMUM BIDDER QUALIFICATIONS**

Bidders must meet the minimum qualifications set forth below and certify they meet the qualifications in Attachment 3 – Minimum Bidder Qualifications. Failure to meet all the minimum bidder qualifications will result in the Proposal being deemed 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 has been in continuous operation for at least the past five (5) years providing Mass Notification Systems as an established line of business.
- Bidder must have successfully implemented a Mass Notification System with at least five million (5,000,000) subscribers.
- Bidder’s Mass Notification System must be FedRamp authorized and comply with the standards for hosted services. Reference website: <https://www.fedramp.gov/agency-authorization/>
- Bidder’s Mass Notification System must be in compliance with the guidelines and standards of Title II of the Americans with Disabilities Act, Section 508 WCAG 2.2 compliance level or higher.

Reference website WCAG 2.2: <https://www.w3.org/TR/WCAG22/>

Reference NYS ITS Policy: ~~[NYS-P08-005-Accessibility of Information Communication Technology](#)~~ <https://its.ny.gov/policies> **When on the ITS Policy webpage, search the word “Accessibility”, you will then find the Policy “Accessibility of Information Communication Technology, NYS-P08-005”.**



## SECTION 3 - SCOPE OF WORK

### 3.1 PROJECT PHASE OVERVIEW

ITS anticipates that the MNS Project will proceed in the following phased approach. ITS, at our discretion, may determine not to proceed with all, or any portion of the work outlined below.

#### Phase 1: Plan Finalization and Implementation

The first phase includes the following deliverables and is expected to be completed in 12 months:

- Finalization of Project Management Plan
- Finalization of Design Plan
- Finalization of Implementation Plan
- Ready to test base MNS solution meeting all technical requirements (except phase 2 requirements)
- Implementation of existing system and user interfaces – end to end system integration and resolution of defects
- Migration of existing data to new MNS solution
- Finalization of Support and Maintenance Plan
- Acceptance Testing

#### Phase 2: Streamlining and Gap Resolution

The second Phase includes the following deliverables and is expected to be completed in 7 months:

- Integrating the MNS solution with existing log in methodologies
- Migrating Subscribers, Notifiers, Authorized Organizations
- System Training
- Acceptance Testing
- Go Live – hard start date February 25, 2027
- Post Go Live – Resolution of all defects identified prior to Go Live and during 180 days after Go Live

### 3.2 SYSTEM REQUIREMENTS

#### Mandatory Requirements

Mandatory Requirements are presented in Attachment 5 - Requirements Traceability Matrix. For each requirement listed, the vendor must state that they can satisfy the stated requirement, along with where in the bidders Technical Proposal it describes how the requirements will be met. This section will be scored as Pass or Fail. Failure to meet any of the mandatory requirements will result in the Proposal being eliminated from further consideration. The Bidder must state how the **mandatory** requirements will be addressed in the Engagement Approach in Attachment 6 – Technical Proposal Form.

### **3.2.1 Notification Environments**

NY Alert currently has approximately 180 Notification Environments. Notification Environments are environments that are customized with an Authorized Organization's branding, templates and workflows that allow for Notifiers to create notifications that follow defined business rules. NY Alert currently provides Notification Environments for all CUNY and SUNY campuses, 57 Counties (all Counties except the five (5) that make up New York City), and over 35 state agencies. These Notification Environments are also used to establish a sandbox for multiple ongoing NY Alert initiatives. ITS will be able to add an unlimited number of Notification Environments at no additional cost.

Functions of these Notification Environments are captured as part of the mandatory requirements in Attachment 5 - Requirements Verification Traceability Matrix.

### **3.2.2 System Interfaces**

NY Alert currently has system application interfaces to both State and Federal Systems. Sample system application interface information can be found in **Exhibit 1 – Integration Requirements**.

NY Alert currently has ~~nine (9)~~ **eight (8)** system application interfaces:

- 1.) NY Responds Application
- 2.) Department of Environmental Conservation Sewage Pollution Right to Know Act Notification and Reporting System
- 3.) NY State Police AMBER Alerts Notification
- 4.) Department of Criminal Justice Sex Offender Relocation Portal
- 5.) NYS DCJS Missing Persons Clearinghouse
- 6.) NY State Police Information Network
- 7.) NYSDOT 511NY
- 8.) National Weather Service

Two additional application interfaces will be required in the future:

- 1.) NYS Ashanti Alert Program
- 2.) NYS Blue Alert Program

## **3.3 SECURE DEVELOPMENT, CONFIGURATION AND LIFECYCLE**

The Contractor shall agree to maximize the security of any software development throughout the term of this Contract according to general industry standards, including, but not be limited to, the following terms and conditions. These provisions apply to the base product as well as any customizations to the product. Contractor warrants, covenants and represents that it shall comply fully with the applicable NYS Policies, Standards and Guidelines during the term of this Contract including, but not limited to, the NYS Security Standard on Secure System Development Life Cycle - NYS-S13-001, NYS Secure Coding Standard - NYS-S13-002 and the NYS Secure Configuration Standard- NYS-S14-008 located at: <https://www.its.ny.gov/document/secure-coding-standard> and <https://www.its.ny.gov/document/secure-configuration-standard> including any successor policies standards and guidelines.

The Contractor shall take all actions necessary to protect information regarding security issues and associated documentation, to help limit the likelihood that vulnerabilities in operational software are exposed.

### **3.3.1 Security Review**

#### **(a) Independent Review**

Before releasing any major upgrade releases to its Software to the State, the Contractor shall have the Software reviewed for security flaws at Contractor's expense. The scope of this review would include assessing the software for security flaws from the perspective of the deployed application / architecture. The scope does not mean code review, but rather is focused on the deployed web application instance.

The State reserves the right to perform its own independent application security review in addition to the Contractor's review.

#### **(b) Review Coverage**

Security review shall cover all aspects of the Software delivered, including third-party modules, units, integration points, components, and libraries. The review coverage will include all aspects of the application layer that are externally facing or part of the service infrastructure will be assessed.

#### **(c) Vulnerability Scanning and Penetration Testing**

The Contractor agrees that, before any Software is released to the State or Authorized User, the Contractor will perform application vulnerability scanning and penetration testing.

The Contractor shall provide to the State written documentation of the results of any scans and tests along with a mitigation plan. The Contractor agrees that vulnerabilities identified by the vulnerability scanning and penetration testing shall be mitigated within a reasonable period of time to avoid any risk to the State.

#### **(d) Scope of Review**

At a minimum, the review shall cover the most common software vulnerabilities. The review shall include a combination of vulnerability scanning, penetration testing, and static analysis of the source code. This will be a combination of vulnerability scanning and pen testing, not static source code analysis.

#### **(e) Issues Discovered**

Overall application security ratings with aggregate number of flaws found will be reported to both the State and the Contractor. Detailed reports of specific vulnerability instances within the application will only be provided to the Contractor. Discovered vulnerabilities and / or flaws that are discovered will be documented with a best effort at outlining required remediation in each area.

### **3.3.2 Security Issue Management**

#### **(a) Identification**

Contractor shall track all security issues uncovered during the security review and the entire development life cycle, whether a requirements, design, implementation, testing, deployment,

or operational issue. The risk associated with each security issue will be evaluated and documented. Security issues in the deployment of the application will be documented. These include vulnerabilities both in the software and architecture that is assessed.

**(b) Investigation and Resolution of Security Issues**

If security issues are discovered or reasonably suspected, Contractor shall perform an investigation to determine the nature of the issue.

The issue shall be considered "novel" if it is not covered by the security requirements and is outside the reasonable scope of security testing.

If novel, Contractor and State agree to scope the effort required to resolve the novel security issue(s), and to negotiate in good faith to achieve an agreement to perform the required work to address them.

If not novel, Contractor shall use all commercially reasonable efforts consistent with sound software development practices, taking into account the severity of the risk, to resolve all security issues not considered novel as quickly as possible.

**(c) Remediation**

Security issues that are identified before software is released to the State shall be fixed by the Contractor before releasing the Software. Security issues discovered after release shall be handled per the terms of the Contract. Steps and / or guidance on how to remediate will be outlined in the report delivered to NYS.

**iii. Assurance**

**(a) Certification**

With execution of the Contract, the Contractor will provide to the State a copy of the Contractor's secure coding best practices policy. Upon delivery of the Software to the State the Contractor shall certify to the State in writing that the Contractor complied with the policy in the performance of its obligations under the Contract as well as certify that all security activities have been performed, and all identified security issues have been documented and resolved. Any exceptions to the certification status shall be fully documented with the delivery.

**iv. Personnel and Organization**

(a) Contractor will assign responsibility for security to a single senior technical resource, to be known as the project Security Architect. The Security Architect will certify the security of each deliverable.

(b) Contractor will be responsible for verifying that all members of the development team have been trained in secure programming techniques.

(c) Contractor agrees to perform appropriate background investigation of all development team members.

### 3.4 SERVICE HOSTING & SECURITY REQUIREMENTS

The Procurement, the Bidder's Proposal, and the contract award that results from this RFP are subject to and incorporate the following terms and conditions:

1. Security for the State's Data hosted by Contractor or its subcontractors, if any, is the responsibility of Contractor and will not require customization by ITS.
2. Prior to and as a condition for the Solution to be approved and accepted by ITS ("Go Live"), Contractor will provide a Cloud Controls Matrix and a Consensus Assessment Initiative Questionnaire (CAIQ) for ITS review. Thereafter on an annual basis, on the anniversary of the Contract Award, Contractor will provide a current Cloud Controls Matrix and CAIQ for ITS review. The form is available at Cloud Security Alliance (<https://cloudsecurityalliance.org/research/cloud-controls-matrix/>). The completion of this requirement is at the Contractor's expense with no additional cost to ITS.
3. Prior to and as a condition for the Solution to be approved and accepted by ITS ("Go Live"), Contractor will provide, at Contractor's expense, an independent third-party audit of all data center(s) used to perform the services under the resulting Contract showing no deficiencies. Thereafter on an annual basis, at the contractor's expense. A full version of the audit report will be provided to ITS, within 30 days of the anniversary date of the Contract. A Service Organization Control (SOC) 2 Type 2 audit report or approved equivalent sets the minimum level of a third-party audit. Any deficiencies identified in the audit report or where the Contractor is found to be noncompliant with Contract safeguards, must be remedied, within 90 days of the issue date of the audit report with proof of remediation provided to ITS. The completion of this requirement is at the Contractor's expense with no additional cost to ITS.
4. All data center(s) used to perform the services under the resulting Contract data must be Tier 3 compliant to an industry standard.
5. The hosted services provided pursuant to this contract shall comply with the standards set forth by FedRAMP (<https://www.fedramp.gov>) for hosted services, and other applicable federal and/or New York State laws, regulations, and requirements.
6. All requirements are applicable to the Development, Testing and Live Production Environments. Development and testing environments may be a scaled version of production if appropriate to the testing and development being performed.
7. The Production environment must be logically separate from the other environments.
8. The technical and professional activities required for establishing, managing, and maintaining the environment are the responsibilities of the Contractor.
9. Details of any change to the NY Alert application or service will be recorded and all changes will be implemented in a controlled manner. All changes to the NY Alert application will be submitted to the ITS NY Alert Team three weeks prior to implementation whenever possible. Emergency changes that must be made immediately to avoid or correct system degradation will be submitted as soon as possible but no later than two (2) hours after implementation. The ITS NY Alert Team will submit these changes to the ITS Change Management team.
10. The Contractor must document its security policy, practices and procedures related to the hosting services provided to ITS and make such information available to ITS upon request. Contractor must have a documented security monitoring and incident reporting and handling

procedure approved by ITS as part of the final agreed upon Support and Maintenance Plan.

11. Remediation plans following a security incident shall be provided to and approved by ITS.
12. Vulnerability Scanning:
  - a) ITS will have the option to perform monthly environment vulnerability scanning. Contractor must address all high and medium vulnerabilities found during scanning in a reasonable timeframe as agreed upon with ITS.
  - b) ITS will have the option to perform application scanning and web server scanning, as needed. Contractor must address all high and medium vulnerabilities found during scanning in a reasonable timeframe as agreed upon with ITS.
13. Security incidents affecting State Data must be reported to ITS within **four hours** of the Contractor's knowledge of such incident.
14. ITS will determine when live data will populate any hosted database. Once ITS declares that the system is "live," all Contractor or Sub-Contractor staff that need access to the application, database, server, or backup data/media must be pre-approved by ITS before access is granted. Audit logs must capture all access to the application, database, server, or backup data/media (log information to include username, event type, event operation, event details, successful/unsuccessful authentication events, system start/stop, hardware attachment/detachment, system alerts and error messages and other security events, unsuccessful attempts to access/modify/delete data being logged or data in the event table) and available to ITS. All audit logs should be ~~to write once media only~~ **stored in a manner that complies with FedRAMP requirements**. ITS must have access to all audit logs.
15. Contractor agrees that it shall perform the hosting services in a manner consistent with the following requirements:
  - a) Host all State data and maintain and implement procedures to logically segregate and secure State data from Contractor's data and data belonging to Contractor's other customers, including other governmental entities.
  - b) Establish and maintain appropriate environmental, safety and facility procedures, data security procedures and other safeguards against the destruction, corruption, or alteration of the hosting Services and any State data, and to prevent unauthorized access, alteration, or interference by third parties of the same.
  - c) Utilize industry best practices and technology (including appropriate firewall protection, intrusion prevention tools, and intrusion detection tools) to protect, safeguard, and secure the System and State Data against unauthorized access, use, and disclosure. Contractor shall constantly monitor for any attempted unauthorized access to, or use or disclosure of, any of such materials and shall immediately take all necessary and appropriate action in the event any such attempt is discovered, promptly notifying ITS of any material or significant breach of security with respect to any such materials.
  - d) When software vulnerabilities are revealed and addressed by a vendor patch,

Contractor will obtain the patch from the applicable vendor and categorizes the urgency of application as either “critical” or “non-critical” in nature. The determination of the critical versus non-critical nature of patches is solely at the reasonable discretion of Contractor in consultation with ITS. Contractor will apply all critical security patches, hot fixes, or service packs as they are tested and determined safe for installation.

16. The Contractor must adhere to all Security Requirements found in Appendix C – ITS Standard Clauses for NYS Contracts.

### **3.5 VENDOR REQUIREMENTS**

The information shared in this section describes aspects of the engagement that the Vendor must perform for both contract performance and the bid proposal. Using Attachment 6 – Technical Proposal Form, the Bidder must provide a detailed description of its proposed approach and methodologies to the management of all aspects of the project.

#### **3.5.1 Project Management Plan**

The Project Management Plan will describe the overall project management approach and how to manage project change. The awarded Bidder and ITS will meet to review, discuss, align expectations, and finalize the Project Management Plan included in the Bidder’s Technical Proposal. This should be completed two weeks after the Project Initiation meeting (see Section 3.7 for more information on the Project Initiation meeting).

#### **3.5.2 Project Schedule Management Plan**

The Project Schedule should include the project timeline, all major milestones, work breakdown structure and a list of technical assumptions. In addition, the Schedule should define the sequencing of project activities, including the durations and dependencies among activities. Provide a description of how the schedule will be maintained. This should be completed two weeks after the Project Initiation meeting.

#### **3.5.3 Design Plan**

The Design Plan shall focus on developing the business and technical design of the system, including conceptual and detailed documents, technical specifications, technical architecture, and nonfunctional requirements. This should be completed 90 days after the Project Initiation meeting.

#### **3.5.4 Implementation Plan**

The Implementation Plan shall describe the overall approach to design, build, test, and deploy the system. The awarded Bidder and ITS will meet to review, discuss, align expectations, and finalize the Implementation Plan included in the Bidder’s Technical Proposal. This should be completed two weeks after the Project Initiation meeting.

#### **3.5.5 Support and Maintenance Plan**

The awarded Bidder and ITS will meet to review, discuss, align expectations, and finalize the Support and Maintenance Plan included in the Bidder’s Technical Proposal. This should be

completed one month before the targeted go-live date of the MNS base solution (Phase 1) indicated in the Implementation Plan. Quarterly testing of custom integrations will be required.

### **3.5.6 Quality Management Plan**

The Quality Management Plan shall describe the Bidder's proactive approach to analyzing and assessing the quality and accuracy of performance within all aspects of the MNS solution. The awarded Bidder must develop, implement, and maintain processes and procedures to assess the quality and accuracy of its performance of all operational responsibilities and correct any deficiencies.

### **3.5.7 Staffing Plan**

The Bidder shall provide an overview of the Key Personnel identified in Section 3.6 of the RFP that will be provided as part of the engagement. Use Attachment 6 – Technical Proposal Form, to identify and provide the proposed Project Manager and Technical Lead Analyst who will be designated for the project implementation phases 1 and 2, and as needed for the duration of the contract.

### **3.5.8 Communications Plan**

Implementation of the MNS solution requires daily collaboration and communication among program stakeholders. Timeliness is critical in communication issues, solutions, and decisions. The Bidder shall describe how it intends to ensure successful lines of communication between ITS and the vendor's Project Management Team. In addition to the communication plan, provide approaches for:

1. Training

The Bidder should describe the training methodology, training materials and courseware, and a proposed training schedule for orienting Users and Administrators to the proposed solution.

2. Knowledge Transfer

Preparing State staff to oversee the solution and critical interfaces to other State systems is critical to the success of this project. Describe how you will conduct knowledge transfer and assess the readiness of State team to execute post deployment activities.

### **3.5.9 Issue & Risk Management Plan**

The primary goal of the Issue and Risk Management plan is to ensure that issues and risks are identified, evaluated, assigned, and scheduled for mitigation and resolution and are proactively monitored. The plan must be based upon the Contractor's proposed Issue and Risk Management methodology. The proposed methodology to support the Issue and Risk Management plan must at a minimum, address:

- The process for issue and risk identification, escalation, monitoring, and reporting.
- The identification of the tools and techniques that will be used in issue and risk identification and analysis.



### **3.5.10 Data Migration Plan**

#### ***Current User Interfaces***

NY Alert MNS has approximately 4,500 Notifiers and 6,650,000 Subscribers. The Data Migration Plan will migrate Notifiers and Subscriber Alert types and Notification preferences into the vendor's proposed solution.

#### ***System Interfaces***

The vendor is expected to integrate their solution with existing applications from various State and Federal agencies, as outlined in RFP Section 3.2.2, to facilitate posting of Alerts and creation of Alerts by pulling data from those systems as well as an ability to export all information about a previous posted Alert through system-to-system interfaces. Please refer to Exhibit 1 – Integration Requirements for additional details on these types of web service interfaces along with payload details. Describe how these system interfaces will be migrated to share information with your solution.

#### ***Notification Environments***

NY Alert currently has 180 notification environments as described in RFP Section 3.2.1.

ITS is interested in a solution that provides the same capabilities as found in the current solution. Describe your approach to developing a solution that meets current functionality.

### **3.5.11 Test Plan**

Numerous types of testing will be required as part of the development, implementation, and ongoing testing throughout the life of a solution. Describe your overall test plan approach.

### **3.5.12 Cutover Plan**

ITS's goal is to transition from NY Alert MNS to a new solution in a manner that minimizes disruption. Describe your approach to cutover planning and provide sample plans from other engagements.

### **3.5.13 Transition Plan**

ITS intends to procure a hosted solution or software as a service for a specified number of years. The Bidder shall describe the services it provides customers to transition from the solution at the end of the contract period.

## **3.6 KEY PERSONNEL ROLES AND REQUIREMENTS**

Key Personnel are considered essential to the Contractor's ability to provide the services required under this RFP successfully and the Contractor must ensure that the individuals serving as Key Personnel shall be available for the duration of the contract. Key Personnel turnover is detrimental to project progress and the quality of the deliverables and services to be provided. Therefore, it is in the best interest of the project to maintain the same individuals in their roles as Key Personnel. The Contractor shall not choose to replace Key Personnel without the prior written approval of ITS. Upon approval by ITS, the Contractor must provide three (3) or more 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. The departing Key Personnel must transition responsibility to the replacement personnel in accordance with the Staff Transition Plan.

All Key Personnel titles may be used for all additional service work efforts under this contract. These titles may be used to develop work plans for additional services or deliverables that become evident during the contract term as they relate to the scope of work. Any such additional services shall only be performed when requested and approved in writing by ITS. The Specialist titles will be used for any work effort where ITS feels that one of the other listed titles is not sufficient.

ITS requires that the following positions be designated as Key Personnel:

**Project Manager**

The Contractor's Project Manager has the overall responsibility for coordinating and tracking work performed by the Contractor and must communicate project status and schedule information to ITS. The Contractor's Project Manager shall be the consistent point of contact for ITS's communication with the Contractor and is responsible for ensuring all services are fulfilled in a timely and consistent manner. ITS expects the Contractor's Project Manager to be responsible for successful completion of tasks including, but not limited to, the following:

- Coordinate and facilitate the project initiation meeting, weekly status meetings, and other meetings as required to resolve technical issues, including the preparation of notes;
- Responsible for execution and coordination of certain aspects of the Bidder's project plan and schedule
- Provide a detailed project plan and schedule which identifies milestones, sequencing the activities needed to successfully complete the project.
- Provide weekly status reports and production schedules; and
- Issue resolution as needed and requested by ITS.

The Project Manager must have five (5) years' experience as a project manager, current accreditation from the Project Management Institute (PMI) with a Project Management Professional (PMP) certification and has handled at least one (1) government project of similar size and scope.

The Contractor's Project Manager shall give one (1) week advance notice to ITS of their scheduled absence of one (1) week or more. The project manager shall provide the name and contact information for the person who will serve as the contractor's project manager during that time.

**Technical Lead Analyst**

The Contractor's Technical Lead Analyst will be responsible for technical aspects of the project including but not limited to, business requirements & specifications gathering, understand & implement solutions based on that information, maintain engagement with ITS, and maintain a consistent & organized flow of information. This role should act as a single point of contact for technical issue updates, upcoming patches and system enhancements and upcoming maintenance windows. Must have three (3) years' experience as a Technical Lead Analyst.

**Business Relations Manager**

The selected Contractor shall supply a Business Relationship Manager (BRM) who will be available to ITS staff during normal business hours (7:00AM-5:00PM) EST, for the term of the contract, at their request without additional cost to ITS.

- The BRM will serve as the primary contact serving as an advisor facilitating service management, risk management, service level management, and relationship management.
- The BRM will meet regularly with the NY Alert Team throughout the duration of the contract.
- Work with ITS to document service level requirements, develop service level metrics and reports.
- Review service level exceptions, determine contributing factors and institute changes through a continuous improvement process.
- In coordination with ITS, shall develop an escalation process for reported problems or issues related to the MNS and ensuring resolution.
- Produce Service Level Reports and comparing results with Service Level Agreements.
- Respond to requests for assistance not more than two (2) business days from initial request.
- Manage and maintain all customer communications.
- Provide security advisories and recommendations for improving ITS's security posture.
- Provide regular updates about new service features the MNS may offer and new releases of existing features, if applicable to the Services provided.

**Technical Writer**

The Technical Writer is responsible for executing and producing all documentation including but not limited to drafting, editing, integrating graphics and data as well as shepherding content through a formal editorial review process. The Technical Writer must have three (3) years' experience writing technical documentation.

**Specialist I**

Any additional resource types bringing specialized skills with between 1 – 3 years' experience, needed by the proposer's approach not described by the two (2) identified resource types.

**Specialist II**

Any additional resource types bringing specialized skills with between 3-5 years' experience, needed by the proposer's approach not described by the two (2) identified resource types.

**Specialist III**

Any additional resource types bringing specialized skills with 5+ years' experience, needed by the proposer's approach not described by the two (2) identified resource types.

**3.6.1 Staff Transition Period**

In the event the Contractor initiates a staffing change of either a Contractor employee or a subcontractor employee who is identified as Key Personnel under the Contract and received ITS approval as described herein, the Contractor shall offer ITS a mutually agreed upon transition period of no less than two (2) weeks. In such event the Contractor, at no cost to ITS, shall furnish ITS with the services of another employee possessing equivalent or better skills than the employee being replaced. During the transition period, the departing staff and the new staff shall work together to develop a transition plan to transition the responsibilities. ITS reserves the right to require and approve a written transition plan.

### **3.7 CONTRACTOR OBLIGATION TO CONDUCT MEETINGS**

#### ***Project initiation meeting***

Unless otherwise agreed to by the parties, the Contractor shall meet with ITS within two (2) weeks following approval of the Contract by the Office of the New York State Comptroller (OSC), to review, clarify, and finalize the project plan and deliverables for the project. No later than one (1) week after the project initiation meeting, the Contractor shall submit notes documenting the key points discussed and all action items identified during the meeting for ITS's review and approval.

#### ***Weekly status meeting***

Weekly status meetings shall be conducted in person or by conference call, Webex, Zoom, etc. Unless otherwise agreed to by the parties in writing, all other meetings shall be at ITS designated sites.

The contractor's Project Manager shall coordinate and facilitate the weekly status meeting. The meeting discussion shall summarize the contractor's activities of the previous week as documented in a weekly status report, identify the contractor's expected activities for the upcoming week, and discuss any outstanding issues. The parties may agree to schedule more frequent meetings, particularly at the beginning of the project, in order to establish appropriate levels of communication and to address any scheduling or resources issues before they become problematic.

### **3.8 DELIVERABLE ACCEPTANCE**

Completed work products and services ("Deliverables") will be delivered to the designated ITS approver who has been authorized to accept deliverables. Deliverables must meet contract requirements. The ITS approver will accept or reject the work product or service. If the ITS approver rejects a work product or service, the cause for rejection and all defects to be addressed will be documented by ITS and provided to the Contractor and the Contractor will correct all identified deficiencies and resubmit the Deliverable for acceptance. Contractor will use Appendix H – Deliverable Acceptance Form to request written approval and acceptance by ITS of Contract Deliverables. There shall be no verbal acceptance or acceptance by default of a deliverable.

#### ***Change request***

At any time during the term of the resulting Contract, ITS may make changes, subtractions, or additions in any of the Equipment, Software, Documentation, Services and/or other Deliverables within the general scope of work set forth in the RFP, consistent with pricing established under the terms of the resulting Contract. All such changes shall be made using the Change Request Form (Appendix G) executed by both the Contractor and ITS. If any such change causes an increase or decrease in pricing or the time required for the performance of the Contract, an equitable adjustment of the Contract amount and/or time of performance will be made on mutual agreement of the Parties, subject to the approval of OSC.

### **3.9 HOSTED MAINTENANCE AND SUPPORT**

The Contractor will provide the following hosted equipment maintenance and support:

- Software - All upgrades, releases and fixes to the software must be thoroughly tested at the Contractor's site before they are released to NYS or put in production. The Contractor will apply hot-fixes and service packs as needed to address anomalies and security concerns. Software support applies to all internally developed and all third-party software including operating system,

backups, antivirus software, and any application software.

- Hardware - Apply Firmware and BIOS updates as needed to address anomalies and security concerns. Updates must be tested internally prior to install.
- Server - Standard hardware and software maintenance as listed above to ensure reliability and optimal performance.
- Servers
  - An Uninterruptible Power Supply must protect all servers.
  - Must have redundant network cards, network circuits, and power source for fail-over.
  - All servers must be located in a securely locked room accessible only by authorized personnel.
  - All outside connections must pass through an approved Firewall.
  - All servers must pass a vulnerability scan, with remediation.
  - All servers must have their OS upgraded upon release with ample time allowed for bugfixes.
- Firewall - Must be deployed using a current industry best practice model. Logs are to be monitored and maintained for twelve months to ensure reliability and security.
- Anti-Virus - Contractor must provide a reliable industry-standard anti-virus system to all systems. Virus definition file maintenance and updates must be done daily to ensure complete virus protection. System must have weekly proactive scans during off peak periods.
- Internet Connectivity - Must be redundant connections with burstable bandwidth support. The connectivity must automatically adjust to handle increased load during an alert.
- Telephone Lines - Service must be maintained and operational, tested at regular intervals.
- Encryption & Server Certificates - Must be registered and installed on all web servers. All web traffic must be encrypted.
- Domain Names - Must be registered for both the primary and alternate sites. Domain Name Services for all public facing web servers and all internal systems must be maintained and redundant.
- Server Computers - Increased hardware capacity may be needed to deal with system expansion and performance needs. The site infrastructure hosting the systems must have the capacity to add additional servers and meet power needs.
- Infrastructure Hardware - Should be added as needed to deal with system expansion and performance needs. The site infrastructure hosting the systems must have the capacity to add additional equipment and meet power needs.
- Power Systems as Needed - The site infrastructure hosting the systems must have the capacity to add additional power to meet growing needs.
- Power Redundancy - The data center is required to be connected to the public utilities via redundant power grid connections for primary power requirements.

Note: Reasonable Advance notice must be given to ITS of any major upgrades or system changes that

the Contractor will be performing. ITS reserves the right to defer these changes if desired.

### **3.10 SYSTEM PERFORMANCE AND CAPACITY MONITORING:**

Contractor services include 24x7x365 performance and capacity monitoring and managed escalation services to address System issues. The performance and capacity monitoring will include:

- Monitor, collect, and analyze Server utilization data for CPU, memory, and disk space;
- Compile configuration data and usage patterns;
- Monitor Server performance;
- Establish thresholds and exception reporting procedures;
- Perform tuning based on available performance data;
- Review Server capacity trends;
- With ITS's assistance, establish a schedule for Contractor's performance of Server maintenance (for example, virus and malicious software detection, backup, disk space cleanup) and for implementing modifications and enhancements to the Web Hosting Environment so as to minimally impact availability of the Web Hosting Environment;
- Fire detection and suppression system for early detection of fires and suppression in a manner that does not damage equipment;
- Air conditioning monitored facilities to control for temperature and humidity;
- Facility monitoring for electrical and mechanical failures, fire detection, and leak detection;
- Support services including system and network monitoring of backbone routers, WAN interfaces, routers, switches, and servers;
- Network problem detection, tracking, and resolution process;
- In the event of System failures, email notifications will be provided to ITS. Contractor will respond to all system failures per ITS pre-approved procedures.

### **3.11 SYSTEM REPORTING REQUIREMENTS:**

The Contractor will provide the following reporting monthly, quarterly, annually, and ad hoc, as requested, or as otherwise agreed upon by the parties:

- Service Availability Reports
- Outage Summary Report
  - The start and end time of each outage;
  - The duration of the outage;
  - Reason for the outage, if not known then, and a delivery date of a root cause analysis report will be given by the Contractor;
  - Description of the actions required to resolve the outage problem; and
  - Total time the Service was unavailable.
- System performance and Capacity Reports

- Capacity Summary Report
- 508 Compliance Report

The Contractor shall provide the reports/documentation as a condition precedent to payment under the Contract. Failure to provide a report required within the due dates set forth in the paragraph below, shall subject the Contractor to the penalties set forth herein. Upon notice, the Contractor shall have an opportunity to cure the default or be subject to Contract termination. ITS's failure to demand or receive required documentation shall not be deemed a waiver of rights under this paragraph.

All reports shall be delivered electronically. The parties to the Contract shall agree to an electronic format (e.g., application and required data elements) for each of the reports set forth in this section. Each report shall be transmitted to ITS electronically via email.

All reports required under this Section shall be due within ten (10) business days after the last day of the required reporting period. In the event they are not received by this time, ITS shall notify the Contractor who shall have five (5) business days from the date of written notification to produce the report. In the event the Contractor fails to produce and deliver the specified report within this time frame, and the report is material to ITS's administration of the project, the Contractor shall pay liquidated damages in the sum of \$5,000.00 per business day until the report is received in writing by ITS, to the designated contact. The (i) failure of ITS to collect said amounts as liquidated damages or to provide the foregoing notice, or (ii) the payment by ITS of amounts otherwise due Contractor shall not be deemed a waiver by ITS of the right to enforce the provisions of this paragraph. ITS reserves the right upon written notice to Contractor, to modify the frequency and reporting deadlines set forth above.

**ITS, at its sole discretion, may elect to waive any liquidated damages based upon precipitating events such as: catastrophic failure, multiple simultaneous failures and/or acknowledgement of Contractor's best effort to meet the reporting requirements.**

Note: Each month shall stand on its own in terms of the application of penalties for service levels.

### **3.12 SYSTEM AVAILABILITY/OUTAGES AND SERVICE CREDITS/MAINTENANCE**

- The System shall be accessible by all users 24x7x365 and available 99.982% of the time (uptime) per month and must not be rendered inoperable for the purpose of maintenance, upgrades, or hardware additions.
- Any disputes regarding unavailability of the MNS, system integration, and any other subcomponents shall be managed using an ITS established dispute resolution procedure.
- Contractors must provide ITS the root cause of the outage, analysis, and proposed resolution plan.
- Contractor shall have the system to be scalable to maintain performance during peak user access intervals.
- In the event Contractor fails to meet and maintain the time requirements set forth herein

including but not limited to monthly system availability of at least 99.982% with no single downtime of greater than eight (8) minutes duration and total downtime for the month not exceeding 0.018% of the time in a month, Contractor will be responsible for the following Service Credits.

**System Unavailability Service Credits:** ITS will be provided with all service credits from the Contractor within thirty (30) days or within a reasonable time of the availability failure. Contractor will identify the relevant incident number (Contractor's incident number and/or ITS incident number) in addition to the start times and end times of unavailability. Contractor will provide a credit on the next monthly invoice following any unavailability. Credit will be calculated for that month as follows:

For every thirty (30) minute period by which system unavailability exceeds the specified eight (8) minute maximum requirement that the system continues to be unavailable, the Contractor shall pay on demand to ITS or ITS may offset against any amount then due and owing from ITS to Contractor the amount of \$5,000 for each thirty (30) minutes or part of a thirty (30) minute period that the system remains down. The amount due will be computed by thirty (30) minute increments or part thereof with no proration until the system has been restored to operation.

Credits can accumulate due to multiple incidents in the same month or multiple months if no invoice is issued. If an entire monthly invoice needs to be credited, then the next monthly invoice shall be used until all appropriate credits are provided to ITS. Credits can also be used by ITS towards billable service hours at ITS discretion. Amounts due hereunder shall be in addition to any other amount due to ITS.

ITS, at its sole discretion, may elect to waive any service credits based upon precipitating events such as: catastrophic failure, multiple simultaneous failures and/or acknowledgement of Contractor's best effort to sustain/restore service.

No provision of this section precludes ITS from pursuing any other remedies to which it may be entitled under the Contract.

For purposes of this section, system unavailability (downtime) is any period of time when the Vendor's Services are not available or in a reduced functionality mode which prevents or inhibits the users of the System to create, generate, or deliver alerts.

### 3.13 TECHNICAL SUPPORT AND HELP DESK SERVICES

The Contractor must provide Technical Support and Help Desk Services to System Administrators and Public Subscribers. There will be two types of support calls made to the Contractor's Help Desk:

**System and Organizational Administrator Technical Support Calls** – These Help Desk calls will be placed by System and Organizational Administrators when there is a widespread application issue impacting the critical functionality of the application. **Administrator Technical calls require 24x7x365 support.**

**End User Help Desk Support Calls** – These Help Desk calls will be placed by Public Subscribers when they experience issues or need assistance with their accounts. **End User Help Desk calls require standard business day (M-F) 7:00am - 5:00pm EST support.**



Some support calls may need to be referred back to ITS for assistance.

The Contractor must participate in on-going support status meetings with ITS personnel, as needed, to troubleshoot problems with the system.

The Contractor must meet or exceed the Service Level Objectives indicated below.

**3.14 SERVICE LEVEL OBJECTIVES AND CHARGEBACK TABLE**

Defect Severity	Maximum Response Time	Minimum Service Level Met	Maximum Resolution Time	Chargeback/ Service Credit	Resources Applied
Severity 1	2 Hours	98% response rate	24 Hours	4% monthly invoice for maximum response time; 4% monthly invoice for maximum resolution time.	Contractor will provide resources to fix until completed.
Severity 2	4 Hours	90% response rate	3 calendar days	3% monthly invoice for maximum response time; 3% monthly invoice for maximum resolution time.	Contractor will provide resources to fix until completed.
Severity 3	2 calendar days	90% Response rate	15 calendar days	2% monthly invoice for maximum response time; 2% monthly invoice for maximum resolution time.	Contractor will provide resources to fix until completed.

**Terms:**

- **Chargeback/Service Credit** - Contractor’s failure to meet or exceed the monthly Service Level Objective above will result in Service Level Credits to ITS.
- **Earn back methodology** - Service credits shall be subject to earn back by Contractor in the following manner: Following the imposition of a credit by ITS, if Contractor meets the Service Level Objective giving rise to the credit for three consecutive months, the Service credit shall be negated and ITS will not apply the service credit.
- **Unrelieved Service Level Credits** - For each reporting period, any Service Level Credits that

are not relieved via the “Earn back” methodology as described above shall be considered “Unrelieved Service Level Credits.” The monetary amounts associated with Unrelieved Service Level Credits shall be credited to ITS on the next monthly invoice.

- **Cause.** Service credits must result only from failures solely caused by Contractor (where “cause” must allow for a de minimis contribution to the failure by ITS or a third-party). ITS must determine when Contractor has failed to meet a Service Level Objective.

**Severity 1 Defect** - A problem whose nature and/or severity prevent ITS from continuing its business. A Level 1 Defect may have one or more of the following characteristics:

- A critical function of the application is not available;
- The application hangs indefinitely and/or causes other State applications to hang;
- The application crashes and/or causes other State applications to crash; and/or
- A security incident has occurred or is suspected to have occurred.

**Severity 2 Defect** - may have one or more of the following characteristics:

- The performance, functionality, or usability of one or more parts of the application are severely degraded;
- Multiple users are impacted;
- One or more business functions are unavailable or unusable by the end users; and/or
- Incorrect application business function, resulting in data integrity issues.

**Severity 3 Defect** - A failure of a system or part thereof which has a minor impact on a State business process and can be handled on a non-immediate basis. Examples may include user requests (e.g., a report is not formatted correctly) and peripheral problems (e.g., output fails to print properly).

The Contractor shall not close a Defect Fix unless that Fix shall have been demonstrated to either:

- (a) repair the functionality, performance, and usability of the application to its pre-Defect level or
- (b) improve the functionality, performance, and usability of the application from its pre-Defect level.

Note: ITS will determine the level of severity of the defect.

### **3.15 PAYMENT SCHEDULE**

ITS recognizes there may be three different types of fees associated with the services being provided:

- A.) Implementation fees – inclusive of Phase 1 and 2 requirements.
- B.) Monthly Costs – beginning with Phase 1 go-live, inclusive of all costs associated with licensing, hosting, supporting, maintaining, and using the MNS solution that continues to meet all requirements in the resulting Contract during the contract period.
- C.) Additional Services – see section below.

#### **Implementation Fees Payment Schedule**

The proposed implementation fees will be payable in the manner discussed in Attachment 7 – Financial Proposal Workbook.

Note: ITS reserves the right to change timelines to meet the best interest of ITS. Target completion dates will be determined as part of the finalization of the Project Management Plan.

### **Monthly Payment Schedule**

The proposed Monthly Costs associated with the ongoing system hosting, support, and maintenance fees, identified in Tab 3 of Attachment 7 – Financial Proposal Workbook, shall become effective upon the acceptance of Phase 1, Plan Finalization, and Implementation deliverable. Contractor’s ongoing system support and maintenance fees will be based on a tiered, flat rate, Subscriber pricing model with unlimited messaging, inclusive of all alerts and test messages. The Billing period for the ongoing system support and maintenance will be monthly with invoices issued at the end of the billing cycle. The flat rate tier level for pricing purposes will be based on the number of Subscribers in the system on the first day of the month being invoiced for. For example, if sample pricing tier levels established 0-100 subscribers (flat monthly rate \$100/mos.), 101-200 Subscribers (flat monthly rate \$200/mos.) and 201 – 300 Subscribers (flat monthly rate \$300/mos.), and on January 1, 2025 there are 215 Subscribers in the system, the monthly cost to NYS would be \$300.00 for the month. The invoice for the period must contain a summary report verifying the count for the month being invoiced. Billing for any partial month will be pro-rated based on the number of days in the month.

### **Additional Services**

Additional Services shall be work efforts specifically related to the scope of the RFP that are not otherwise specified or proposed and included in the Phase 1 and 2 deliverables. Additional Services may be established as project deliverables, or as hourly rate services. ITS will determine if the additional work will be performed as project deliverables or as hourly rate services. If established as hourly rate services, invoices for payment shall be submitted at the end of each month for services satisfactorily completed during that month. With any invoice for hourly rate services a timesheet must be included, in a form directed by ITS, detailing the hourly services being billed for executed by the Contractor staff performing the services and approved by an authorized ITS representative. If established as a project deliverable, no monies will be due until all work has been satisfactorily completed and approved by the State and the agreed upon deliverable(s) are met. An invoice for payment for a project deliverable must include a completed and approved Appendix H – Deliverable Acceptance Form. Any additional services performed will not result in additional monthly costs to the State. See RFP Section ~~3.5~~ 3.6 for a list of titles that may be used for all additional services work efforts under this contract.

OSC approval is required for any services and/or deliverables of \$50,000 or more.

## SECTION 4 - ADMINISTRATIVE REQUIREMENTS AND INFORMATION

### 4.1 PRICE

The Proposal amounts shall be inclusive of ANY AND ALL one-time and recurring fees, charges, or costs for the duration of the Contract, including but not limited to direct and indirect costs, administrative costs, 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 7 – Financial Proposal Workbook. Any changes made to the Financial Proposal Workbook may result in rejection of the Proposal. Bidder must provide pricing for all items on the Financial Proposal Workbook. Pricing will be firm for the term of the contract regardless of actual usage.

### 4.2 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](mailto: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 will be processed in accordance with established procedures of ITS and 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., C000758).

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.

### 4.3 TERM OF CONTRACT

The term of the Contract shall be five (5) years, with the option to extend for an additional five (5) years. The Contract shall take effect and commence upon the approval of OSC.

#### Extensions

At the State's option, and subject to the approval of OSC, the Contract may be extended for up to five additional years. 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.

#### **4.4 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 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 Bidders.
- 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 (vi) 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 Bidders.
- 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.

#### **4.5 NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT BUSINESS ENTITY**

ITS 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 complete the Questionnaire fully and accurately. The Bidder acknowledges that ITS's execution of the Contract will be contingent upon the ITS's determination that the Bidder is responsible and that ITS will be relying upon the Bidder's responses to the Questionnaire, in addition to all other information ITS may obtain from other sources, when making its responsibility determination.

ITS recommends that vendor files 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 <https://www.osc.ny.gov/files/vendors/2017-11/vendrep-system-welcome-package.pdf> or go directly to the VendRep System online at <https://www.osc.ny.gov/state-vendors/vendrep/vendrep-system>.

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 OSC's IT Service Desk at 866-370-4672 or 518-408-4672, or by e-mail at [ITServiceDesk@osc.ny.gov](mailto:ITServiceDesk@osc.ny.gov). Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website <https://www.osc.ny.gov/state-vendors/vendrep/file-your-vendor-responsibility-questionnaire> or may contact ITS or OSC's Help Desk for a copy of the paper form.

#### **4.6 EQUAL OPPORTUNITY AND SUPPLIER DIVERSITY REQUIREMENTS**

Please see Appendix C-2 –ITS Equal Opportunity and Supplier Diversity Requirements.

#### **4.7 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. Bidders 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 Sourcing and Management Unit. Building Access procedures may change or be modified at any time. Bidders assume all risks for timely, properly submitted hand deliveries.

#### **4.8 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 RFP 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 RFP 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 RFP 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.

#### **4.9 ITS BID PROTEST POLICY**

The State of New York strives to assure a fair, open, and competitive procurement process. To file a Bid Protest, Contractors 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>. ITS will not provide Bidders with information about another Bidders Bid.

## **SECTION 5 - PROCUREMENT PROCESS**

### **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, or comments using Attachment 2 – Vendor 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](mailto: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 Proposal and answers to all questions, comments, proposal deviations and Extraneous Terms of a substantive nature will be provided to all prospective Bidders 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 EXCEPTIONS/DEVIATIONS AND EXTRANEIOUS TERMS**

Proposals 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 Proposal non-responsive and may result in rejection of the Proposal. 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 Proposal 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, using Attachment 2 – Vendor Questions and Extraneous Terms and Conditions, as identified in this RFP’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.

### **5.3 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 RFP.

### **5.4 PROCUREMENT RECORD**

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

### **5.5 NO LATE SUBMISSIONS**

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



## **SECTION 6 - PROPOSAL REQUIREMENTS**

### **6.1 GENERAL REQUIREMENTS FOR PROPOSALS**

Bidder must submit a complete response to this RFP that satisfies the requirements set forth below. Failure to do so may render the Bidder's Proposal non-responsive.

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 the offer firm and binding for a period of at least one hundred and eighty (180) days from the Proposal Submission 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.

### **6.2 SUBMISSIONS AND PACKAGING OF PROPOSAL**

ITS encourages Bidder to submit all documents to ITS in an electronic format, including electronic copies of documents with original signatures. Documents requested by ITS should be submitted in the format specified by ITS and be completed in accordance with the instructions for the individual document, which may include an original signature or an original notarized signature. At this time, ITS cannot accept an eSignature that has been generated by software. Bidder is responsible for retaining the original documents with original signatures that have been scanned and submitted electronically until a determination of award is made. If an award is made to the Bidder, the documents with original signatures shall be retained for a period of six (6) years after the term of the contract has ended, and the documents with original signatures shall be submitted to ITS upon request. If Contractor seeks to assign the contract during the term, Contractor shall provide all documents relating to the proposal and contract that it has retained to the successor Contractor (assignee) upon ITS consent to the assignment.

Bidder must submit two (2) electronic copies of the proposal documents saved as searchable Microsoft Word, Excel and/or Adobe Acrobat formats, with the Administrative Proposal, Technical Proposal, and Financial Proposals clearly separated from each other (the Administrative and Technical proposal must contain no information regarding Bidder's Financial Proposal). Electronic copies of documents provided in PDF format should be saved as an Adobe Acrobat PDF, AND THEN converted to allow for Optical Character Recognition (OCR) (see <https://www.adobe.com/acrobat/how-to/ocr-software-convert-pdf-to-text.html>).

Electronic Proposals are to be submitted on two (2) USB flash drives, with each flash drive containing a complete set of the Proposal documents. When submitting electronic documents, include a printed copy of page 1 of the Solicitation with the Proposal package. In the event of any discrepancies between original (if applicable) and electronic versions, the electronic version shall govern.

The Proposal package must be submitted either by mail, hand delivery, overnight carrier, or certified mail, with the following information on the outside:

1. Bidder's complete name and address
2. RFP Number – C000758 NY Alert Mass Notification System PROPOSAL ENCLOSED
3. Proposal Due Date and Time: (as indicated in the RFP Calendar of Events)

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

### **6.3 PROPOSAL CONTENT**

The Proposal must be organized in three (3) separate folders on the flash drives labeled: (1) Administrative Proposal, (2) Technical Proposal, and (3) Financial Proposal, (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 Proposals must be machine produced. Proposals submitted handwritten will be disqualified. Each part must contain the official name of the Bidder, its FEIN, and NYS Vendor ID number, if applicable.

Each part should indicate its content and be labeled, as applicable: Administrative Proposal, Technical Proposal, or Financial Proposal. Bidder must submit a complete response to this RFP in conformance with the format, content, and administrative requirements set forth below. The packages must contain the information contained in Section 6.5 Financial Proposal Requirements, Section 6.6 Administrative Proposal Requirements, and Section 6.7 Technical Proposal Requirements. Failure to submit all of the following information may render the Bidder's Proposal non-responsive. Minor omissions deemed not critical may be corrected at the sole discretion of ITS.

For ITS to evaluate Proposals fairly and completely, Bidder should 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 Proposal.

The Bidder is encouraged to include all information that may be deemed pertinent to their Proposal. Bidder may be requested to provide clarification based on ITS's evaluation procedure. Any clarification will be considered a formal part of the Bidder's original Proposal. 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.

### **6.4 FORMATTING REQUIREMENTS**

The Administrative, Technical, and Financial Proposals should each comply with the following formatting requirements:

- Separation of Bid: The Administrative, Technical, and Financial Bids must be clearly separated within the flash drives.

### **6.5 FINANCIAL PROPOSAL REQUIREMENTS**

Bidder must submit their Proposals, including all costs necessary to provide the services as specified in Section 3 Scope of Work, using Attachment 7 – Financial Proposal Workbook. Any deviations, alterations, qualifiers, ranges, etc. included with the Proposal may result in rejection of the Proposal. 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 Proposal must be submitted electronically and saved in Excel format. All prices must be represented in U.S. dollars. Incomplete Financial Proposals, or Financial Proposals containing modifications, alterations, qualifiers, ranges, or exceptions may be rejected. The bidder's Financial Proposal should consist of:

- Attachment 7 – Financial Proposal Workbook

## **6.6 ADMINISTRATIVE PROPOSAL REQUIREMENTS**

**\*\*DO NOT INCLUDE ANY COST DATA IN THE ADMINISTRATIVE PROPOSAL\*\***

The Bidder's Administrative Proposal must contain responses to all documents described in this RFP.

The Bidder's Administrative Bid must be submitted in an electronic format saved as searchable Microsoft Word, Excel and/or Adobe Acrobat formats. Failure to use the documents provided may result in the Proposal being deemed non-responsive. The bidder's Administrative Proposal should consist of:

- Attachment 1 – Firm Offer Letter & Conflict of Interest Disclosure
- Attachment 2 – Vendor Questions & Extraneous Terms Form
- Attachment 4 – Consultant Confidentiality & Non-Disclosure Agreement
- Attachment 8 – Contractor Certification to Covered Agency
- Attachment 9 – Compliance with HIPPA & HI-TECH
- Attachment 10 – Encouraging Use of NYS Business in Contract Performance
- Attachment 11 – FOIL & Litigation Disclosure
- Attachment 12 – Consultant Disclosure Forms AB
- ITS Required Forms
- MWBE Forms

## **6.7 TECHNICAL PROPOSAL REQUIREMENTS**

**\*\*DO NOT INCLUDE ANY COST DATA IN THE TECHNICAL PROPOSAL\*\***

The Bidder's Technical Proposal must contain responses to all documents described in this RFP.

The Bidder's Technical Proposal must be submitted in an electronic format saved as searchable Microsoft Word, Excel and/or Adobe Acrobat formats. Failure to use the documents provided may result in the Proposal being deemed non-responsive. The Bidder's Technical Proposal should consist of:

- Attachment 3 – Minimum Bidder Qualifications
- Attachment 5 – Requirements Verification Traceability Matrix
- Attachment 6 – Technical Proposal Form

## **6.8 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 an 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.

## **6.9 MULTIPLE SUBMISSIONS**

Bidders may submit more than one proposal for the purpose of offering alternative solutions, however each proposal must meet all of the 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.

# **SECTION 7 - EVALUATION METHODOLOGY**

## **7.1 METHOD OF AWARD**

It is the intent of ITS to make one award for the services described in this RFP to a responsive and responsible Bidder on a "Best Value" basis. Best Value means that the proposal that optimizes quality, cost, and efficiency among responsive and responsible Bidders (State Finance Law, Article 11, Section 163). All Bidders will be notified of the selection, non-selection, or rejection of their bids. 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 scored bidder.

## **7.2 EVALUATION METHODOLOGY**

The evaluation process will be conducted in a comprehensive and impartial manner. Proposals shall consist of three (3) separate parts: (1) an Administrative Proposal, (2) a Technical Proposal and (3) a Financial Proposal. Each component shall be evaluated separately and independently in accordance with the RFP as further described below. The relative weights of each part of the Proposal are as follows:

- Administrative Proposal: Pass/Fail
- Technical Proposal: If a bidder proceeds past the Technical Mandatory Pass/Fail evaluation, they will proceed to the qualitative evaluation which will consist of 70 Points
- Financial Proposal: 30 Points

## **7.3 ADMINISTRATIVE PROPOSAL COMPLETENESS REVIEW**

All Proposals that are received in a timely manner will be reviewed to determine if they meet the proposal submission requirements. 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 for evaluation.

## **7.4 TECHNICAL PROPOSAL EVALUATION**

All bids passing the Administrative Proposal evaluation will then move to the Technical Proposal Evaluation. This process consists of the following steps:

- Minimum Bidder Qualifications Evaluation (Pass/Fail)
- Technical Mandatory Requirements Evaluation (Pass/Fail)
- Technical Written Proposal Evaluation (70 Points)

## **7.5 MINIMUM BIDDER 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.

## **7.6 TECHNICAL MANDATORY REQUIREMENTS EVALUATION**

Proposals submitted by Bidders will be evaluated on a Pass/Fail basis to determine whether all of the mandatory requirements described in Attachment 5 – Requirements Verification Traceability Matrix have been met. Proposals that do not meet all mandatory requirements will be deemed non-responsive and will not be further evaluated and the Bidder will be notified accordingly. Bidders that appear to meet mandatory requirements will proceed to the Technical Written Evaluation.

Bidders can be disqualified (during the subsequent portion of the Technical Written Proposal Evaluation) if it is determined at any time during the evaluation that the Bidder did not meet all of the mandatory pass/fail requirements specified in Attachment 5 of the RFP.

## **7.7 TECHNICAL WRITTEN PROPOSAL EVALUATION**

The Technical Proposal written evaluation will be based upon a maximum score of 70 points. The Technical Evaluators will independently score each Technical Proposal using a weighted average to calculate the Technical Score for each responsive Bidder.

## **7.8 FINANCIAL PROPOSAL EVALUATION**

The Financial Proposal evaluation will be based on a maximum score of 30 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 = 30 points x (Lowest Price Financial Proposal/Price of Proposal Being Evaluated)

### **Final Composite Score**

A final composite score will be calculated by adding the Technical Written Proposal points, and the Financial Proposal points. The Proposals will be ranked based on the combined scores. The Bidder

with the highest combine score may receive a tentative award, subject to successful contract negotiations and approval by the Office of the Attorney General (OAG) and OSC.

In the event that two (2) or more Bidders achieve the same highest composite score, the tie will be broken using the highest Financial Proposal score. When price and other factors are found to be substantially equivalent, ITS will select the winning Bidder at its sole discretion.