



Office of Information Technology Services

KATHY HOCHUL
Governor

DRU RAI
Chief Information Officer

Competitive Procurement for:

Invitation For Bid (IFB)

C000771 In-building Voice and Data Network Cabling Services (Statewide by Region)

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

DESIGNATED CONTACT FOR INQUIRIES AND SUBMISSIONS

IFB related questions must be submitted via electronic mail using the Vendor Questions and Extraneous Terms Form (Attachment 3) to the designated contact for this IFB at

its.sm.bestvalue@its.ny.gov

No other method of inquiries will be accepted.

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

ITS ADDRESS FOR BID DELIVERIES

Address to:

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APPENDICES (REQUIRE NO ACTION FROM BIDDERS)

Appendix A – Standard Clauses for NYS Contracts
Appendix B - Reserved
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Appendix C-1 – Contractor’s Insurance Requirements
Appendix C-2 – ITS Equal Opportunity and Supplier Diversity
Appendix D - Reserved
Appendix E - Primary Security and Privacy Mandates
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Appendix G - Region List
Appendix H – Work Assignment Form
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ATTACHMENTS (MUST BE COMPLETED BY BIDDER’S AND SUBMITTED WITH BIDS)

Attachment 1 – Bid Checklist
Attachment 2 – Firm Offer Letter and Conflict of Interest Disclosure
Attachment 3 – Vendor Questions and Extraneous Terms Form
Attachment 4 – Minimum Bidder Qualifications
Attachment 5 – Contractor Certification to Cover Agency, ST-220-CA
Attachment 6 – Consultant Confidentiality & Non-Disclosure Agreement
Attachment 7 – Financial Bid Workbook
Attachment 8 - Requirements Verification and Traceability Matrix
Attachment 9 – Encouraging Use of NYS Business in Contract Performance
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EXHIBITS (Project Specific Information)

Exhibit A –Cabling Industry Standard Guidelines
Exhibit B – Additional Standards for Work Performed
Exhibit C – Cable Manufacturer List
Exhibit D – Prevailing Wage Schedule
Exhibit E – CAT 6A Ceiling Connector

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

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

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

SECTION 1 - OVERVIEW

1.1 PURPOSE OF INVITATION FOR BIDS

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

- The installation of up to (48) Plenum, Category 6, and/or 6A, structured voice and data network cables priced per cable run;
- The maintenance and repair of structured voice and data network cabling; (fiber optic & copper)
- The removal of existing structured voice and data network cabling as needed;
- Re-termination, testing and troubleshooting of fiber optic cable (single mode, 62.5, 50 micron, materials and labor included);
- Installation of Wireless Access Points, (WAPs provided, materials and labor only)
- Installation raceway services including plastic and metallic EMT, plastic and metallic wire mold, J-hooks, etc. as needed (materials & labor included)
- Installation of wall and floor mount network racks

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

1.2 DEFINITIONS

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

1.3 CALENDER OF EVENTS

Calendar of Events	
Event	Date
IFB Release Date	March 6, 2024
Deadline for Submission of Vendor Questions and Extraneous Terms Form	March 19, 2024
Issuance of Response to Submitted Questions	On or about April 3, 2024
BID DUE DATE	April 23, 2024 by 3:00PM

SECTION 2 - PROJECT SUMMARY

2.1 PROJECT BACKGROUND (CURRENT STATE)

ITS is responsible for coordinating structured voice and data network cabling work requests for 50+ New York State Executive Agencies with locations statewide. Work requests vary from installing one (1) cable to installing 300+ cables in a NYS Facility. ITS also receives maintenance and repair work requests that range from damaged fiber optic and/or copper cable to a phone or computer not working. ITS cabling work requests occur in several settings with most being done in an occupied office setting while other jobs are in a construction setting.

2.2 BUSINESS GOALS (FUTURE STATE)

ITS has a continual need for installing, maintaining, and repairing structured voice and data network cabling and these demands continue to grow. The majority of the cabling and incident requests range from one (1) Category 6, and/or 6A, cable to forty-eight (48) such cables. The purpose of this IFB is to obtain a contract with one (1) Contractor per region as outlined in Appendix G – Region List, who can provide installation, maintenance, repair, and removal services for jobs that are within the 1-48 Category 6, and/or 6A, cable job range based on the needs of NYS ITS.

2.3 MINIMUM BIDDER QUALIFICATIONS

Bidders must meet the minimum qualifications set forth below and certify that the requirements have been met in Attachment 4 - Minimum Bidder Qualifications. Failure to meet, and certify, that the requirements have been met in Attachment 4 may result in the Bid being deemed disqualified, non-responsive, and eliminated from consideration.

- Bidder must be registered with the NYS Department of State as an entity authorized to conduct business in New York State.
- Bidder must have a combined 5 years' experience in installation, maintenance, and repair of structured copper and fiber optic voice and data network cabling; and
- Bidder must be certified by a cabling manufacturer that offers at least a 10-year manufacturer's warranty and provide proof showing that they are a certified installer of that manufacturer's structured copper and fiber optic voice and data cabling systems.

SECTION 3 - SERVICE REQUIREMENTS

3.1 DESCRIPTION OF SERVICES

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

3.1.1 NETWORK CABLE INSTALLATION SERVICES

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

- Identifying both endpoints of cables to be installed.
- Planning pathways for cable runs, if not mapped out by ITS.
- Installation of up to 300 feet of wire per cable (indoor/outdoor cabling) including associated faceplates, jacks, core drilling, lightening protection, and other ancillary equipment as needed.

- All CAT 6A cable installation must be terminated utilizing Plenum RJ45 to ceiling connector. (Part#: 760235592 or equivalent). See Exhibit E- CAT 6A Ceiling Connector.
- Provide turnkey installation including but not limited to: Drop cable down walls, wall and floor penetrations, sleeving walls, firestopping, installing raceway (plastic and metallic) etc.
- Installing customer provided Wireless Access Points
- Termination of cables on both jack and patch panel
- Test, certify, and label newly installed cables and validate they are performing up to standards.
- Installation of floor and wall mount racks including backboards, ladder racking (maximum 10') and supports required to secure racks and cabinets to floors or walls.
- Compliance with all applicable service requirements as outlined in Section 3.1.4 – General Service Requirements.

3.1.2 MAINTENANCE AND REPAIR SERVICES

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

- Troubleshooting cable (copper and fiber optic), including testing, identification or labeling to diagnose the problem.
- Supplying documentation supporting diagnosis with invoice for services.
- If the problem identified is open (if new copper cable is not needed), short (if new copper cable is not needed), or cross-pair, contractor must repair at no additional cost to ITS (e.g., jack replacement is included in bid for maintenance and repair services).
- If the Contractor identifies that a new cable, port, or patch panel is needed, then cable installation services and itemized parts pricing will apply for such services, and the Maintenance and Repair Services charge will be waived.
- Retipping/Re-termination of existing fiber optic strands (single mode, 62.5, 50 micron) including but not limited to: pigtail terminations, uncam, or other mechanical connector replacement type.
- Compliance with all applicable service requirements as outlined in Section 3.1.4 –General Service Requirements.

3.1.3 REMOVAL AND DISPOSAL SERVICES

The Contractor must provide Removal and Disposal Services, including, but not limited to:

- Mining (removal) of existing structured voice and data network cabling and ancillary structured voice and data network cabling equipment as directed by ITS.
- Disposal of all mined cabling, unless otherwise directed by ITS.
- Removal and relocation of structured voice and data network cabling infrastructure equipment as directed by ITS (e.g., remove switches, data racks, ladder racking, etc.).
- In addition to Removal, Contractors may be required to transport structured voice and data network cabling infrastructure equipment at the quoted hourly rate to an ITS designated location.
- Compliance with all applicable service requirements as outlined in Section 3.1.4 – General Service Requirements.

3.1.4 GENERAL SERVICE REQUIREMENTS

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

- Adherence to ANSI/TIA/EIA 568-B Commercial Building Telecommunications Cabling Standard. <http://www.csd.uoc.gr/~hy435/material/Cabling%20Standard%20-%20ANSI-TIA-EIA%20568%20B%20-%20Commercial%20Building%20Telecommunications%20Cabling%20Standard.pdf>
- Adherence to all Building Industry Consulting Service International (BICSI), Electronic Industries Alliance (EIA) and Telecommunications Industry Association (TIA) recommended installation practices when installing structured voice and data network cabling.
- Adherence with all standards as set forth in Exhibit A -Cabling Industry Standard Guidelines and Exhibit B – Additional Standards for Work Performed.
- Adherence with all NYS Department of Labor guidelines regarding prevailing wages. Please note PRC# 2023013638 has been assigned for the purposes of this solicitation and any resultant contract (See Exhibit D – Prevailing Wage Schedule).
- Acceptance, updating, and modifying Auto-CAD, PDF, WORD, EXCEL files.
- Passing security clearances as required for access to NYS Facilities (See Appendix C).
- Coordination with building managers, plant superintendents as required to fulfill a request.
- Obtaining all permits required to install structured voice and data network cabling on a per-site basis.
- Providing as-built drawings for all installations, maintenance, and repairs.
- Clearly labeling and documenting all structured voice and data network cabling consistent with the location of installation.
- Moving, adding, or changing any existing structured voice and data network cabling that will meet the existing structured voice and data network cabling system. For example, if two (2) cables are requested within a space that has a CommScope certified structured voice and data network cabling system, the Contractor must install a CommScope certified structured voice and data network cabling system to maintain consistency. Should the situation exist where the components (e.g., cables, jacks, etc.) of the existing structured voice and data network cabling system are no longer commercially available, Contractor will notify ITS and, with the approval of ITS, install equivalent, or better, components. See Exhibit C – Cable Manufacturer List for a non-exhaustive listing of known manufacturer structured voice and data network cabling systems.
- For any moves, adds, or changes of any existing structured voice and data network cabling system, Contractors must quote equal, equivalent, or better, components to the existing structured voice and data network cabling system in phase 2 unless otherwise specified by the State in Appendix H- Work Assignment Form.
- All work, including but not limited to cabling, pathways, support structures, wiring, equipment, installation, and workmanship shall comply with the latest editions of the requirements of the Authority Having Jurisdiction (AHJ), National Electrical Code, National Electrical Safety Code, all applicable local rules and regulations, equipment manufacturer's instructions, and the National Electrical Contractors Association (NECA) Standard of Installation.
- Must use Certified Manufacturer Brand for all new installations and provide Manufacturer warranty unless otherwise specified by ITS in-Appendix H – Work Assignment Form.
- The Contractor will be held fully liable for any damages that result from Contractor performing services under the Contract resulting from this IFB.

- Contractor must have at least one (1) Certified/Registered Communications Distribution Designer (RCDD) on staff during the term of the Contract. See Section 3.2.3.

3.2 KEY PERSONNEL

ITS requires that the following positions be designated as Key Personnel. Key Personnel are considered essential to the Contractor's ability to provide the services required under this IFB successfully. The Contractor must ensure the continued availability of Key Personnel for the duration of the Contract and shall not choose to replace Key Personnel without the prior written approval of ITS.

3.2.1 DISPATCH COORDINATOR

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

- Responsible for managing the contractual relationship with ITS and oversight of the delivery of services.
- Serve as the single point of contact (SPOC) for the Contractor.
- The DC, or his/her designee, must be available Monday-Friday 7am-5pm by phone or email.
- Provide updates on all projects (moves, adds, changes (MACS), work requests, and incidents (INC), etc.) as requested.

3.2.2 LAN CABLING TECHNICIAN

The LAN Cabling Technician must fulfill all LAN Cabling Technician duties including, but not limited to, the following:

- Technicians must have at least two (2) years of experience in installation, maintenance, troubleshooting, and repair of structured voice & data copper, and fiber optic network cabling.

3.2.3 REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER

The contractor must have a Registered Communications Distribution Designer on staff.

- Registered Communications Distribution Designer (RCDD) must be certified/registered for the term of the contract.

3.3 SERVICE LEVEL REQUIREMENTS

Contractor must complete work requests between the business hours of 7 am to 5 pm, Monday – Friday, unless otherwise specified.

3.3.1 SITE TYPE

ITS will assign work at one of three different site types, as follows:

- 1) **Standard Site** – all sites that are not designated as a secure site.
- 2) **Secure Site** - At ITS's sole discretion, ITS may identify a site as a secure site. The purpose of this designation is to recognize the additional work efforts and materials (raceway, plastic and or metallic i.e., Wiremold, EMT etc.), that ITS anticipates may be needed at these secure sites, such as DOCCS prisons and OMH patient facilities. Due to the additional security necessary to access these sites and the additional physical requirements, contractors may need extra time in order to successfully fulfill work assignments at these sites.
- 3) **Vaulted Ceilings** - Sites that require the installation of Wireless Access Points and require a lift or ladder to complete the installation.

3.3.2 PRIORITY RESPONSE SERVICE

Priority Response Services take precedence over standard services and may require a Contractor to work outside of normal business hours. This includes nights, weekends, and holidays. Normal business hours are Monday – Friday, 7am – 5pm. Priority Responses under this IFB will be consistent with the Service Level Requirements discussed in Sections 3.3.4 and 3.3.5.

3.3.3 ASSIGNMENT NOTIFICATION PROCESS

- **Work Assignments**

As work is assigned, ITS will provide a written assignment notification in the form of Appendix H – Work Assignment Form to the Contractor for that region.

- **Acknowledgement of Work Assignments**

Contractor must acknowledge work assignments by acknowledging Appendix H – Work Assignment Form and returning it to ITS within 48 hours indicating the date work is scheduled to begin. In the event the contractor does not respond to the work assignment within 48 hours, ITS, at its sole discretion, may offer the work assignment to contractor(s) in the adjoining region(s). In the event a contractor in an adjoining region cannot respond to the work assignment, then ITS, at its sole discretion, may offer the work assignment to all contractors awarded a Contract pursuant to this IFB. All work performed must be at or below the rates set for that region.

- **Acknowledgement of Priority Installation and Removal Assignments**

Contractor must acknowledge priority response installation and removal assignments by responding within 4 hours by submitting Appendix H – Work Assignment Form to ITS indicating the time and date work is scheduled to begin. In the event contractor does not respond to the work assignment within 4 hours, ITS, at its sole discretion, may offer the work assignment to contractor(s) in the adjoining region(s). In the event a contractor in an adjoining region cannot respond to the work assignment, then ITS, at its sole discretion, may offer the work assignment to all contractors awarded a Contract pursuant to this IFB. All work performed must be at or below the rates set for that region.

- **Acknowledgement of Priority Maintenance and Repair Assignments**

Contractor must acknowledge priority maintenance and repair assignments by responding within 4 hours by submitting Appendix H – Work Assignment Form to ITS indicating the time and date work is scheduled to begin. In the event contractor does not respond to the work assignment within 4 hours, ITS, at its sole discretion, may offer the work assignment to contractor(s) in the adjoining region(s). In the event a contractor in an adjoining region cannot respond to the work assignment, then ITS, at its sole discretion, may offer the work assignment to all contractors awarded a Contract pursuant to this IFB. Once the assignment is acknowledged by the contractor, the contractor will have four (4) hours in which to be on site and performing maintenance and/or repair services. All work performed must be at or below the rates set for that region where this work assignment is located.

- **Escalation Point of Contact**

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

3.3.4 INSTALLATION AND REMOVAL SERVICE LEVELS

For all **Standard Service Orders**, the contractor shall perform installation and removal services for 1-24 Cables within 10 business days and for 25-48 Cables within 20 business days. In the event the Contractor fails to respond to a service order within the listed maximum resolution times, the Contractor will owe ITS a credit

for not meeting the minimum service levels. See applicable credits and chargeback(s) set forth herein and in Section 3.3.6.

For all **Priority Service Orders**, the contractor shall perform installation and removal services for 1-24 Cables within 5 business day and for 25-48 Cables within 10 business days. In the event the Contractor fails to respond to a service order within the listed maximum resolution times, the Contractor will owe ITS a credit for not meeting the minimum service levels. See applicable credits and chargeback(s) set forth in herein and in Section 3.3.6

A service order is defined as closed only when service is confirmed to be completed by an ITS representative and such notice is communicated to the Contractor.

<u>1 – 24 Cables Support Levels</u>	<u>Minimum Service Level Met</u>	<u>Maximum Response Time</u>	<u>Maximum Resolution Time</u>	<u>Chargeback/Service Credit</u>
Standard Service	100%	2 business days	10 business days	2% for exceeding the Maximum Resolution Time
Secure Site	100%	2 business days	10 business days	2% for exceeding the Maximum Resolution Time
Vaulted Ceilings	100%	2 business days	10 Business days	2% for exceeding the Maximum Resolution Time
Priority Response Service	100%	4 business hours	5 business days	3% for exceeding the Maximum Resolution Time
<u>25—48 Cables Support Levels</u>	<u>Minimum Service Level Met</u>	<u>Maximum Response Time</u>	<u>Maximum Resolution Time</u>	<u>Chargeback/Service Credit</u>
Standard Service	100%	2 business days	20 business days	2% for exceeding the Maximum Resolution Time
Secure Site	100%	2 business days	20 business days	2% for exceeding the Maximum Resolution Time
Vaulted Ceilings	100%	2 business days	20 Business days	2% for exceeding the Maximum Resolution Time
Priority Response Service	100%	4 business hours	10 business days	3% for exceeding the Maximum Resolution Time

3.3.5 MAINTENANCE AND REPAIR SERVICES LEVELS

All **Standard Maintenance/Repair Services** shall be initiated within 2 Business days and be resolved within 5 business days. In the event the Contractor fails to respond to a service order within the listed maximum resolution times, the Contractor will owe ITS a credit for not meeting the minimum service levels. See applicable credits and chargeback(s) set forth herein and in Section 3.3.6.

All **Priority Repair Services** shall be initiated within 4 hours and resolved withing 24 hours or as otherwise mutually agreed upon between ITS and the Contractor. In the event the Contractor fails to respond to a service order within the listed maximum resolution times, the Contractor will owe ITS a credit for not meeting the minimum service levels. See applicable credits and chargeback(s) set forth in herein and in Section 3.3.6

A service order is defined as closed only when service is confirmed to be completed by an ITS representative and such notice is communicated to the Contractor.

<u>Support Levels</u>	<u>Minimum Service Level Met</u>	<u>Maximum Response Time</u>	<u>Maximum Resolution Time</u>	<u>Chargeback/Service Credit</u>
Standard Service	100%	2 business days	5 business days	2% for exceeding the maximum response time, 2% for exceeding maximum resolution time
Secure Site	100%	2 business days	5 business days	2% for exceeding maximum response time, 2% for exceeding maximum resolution time
Vaulted Ceilings	100%	2 business days	5 Business days	2% for exceeding maximum response time, 2% for exceeding maximum resolution time
Priority Response Service	100%	4 business hours	24 hours or to be mutually agreed upon between ITS and the Contractor	3% for exceeding maximum response time, 3% for exceeding maximum resolution time

3.3.6 SERVICE LEVEL CREDITS AND CHARGEBACKS

Contractor's failure to satisfy performance standards or requirements for Standard Services will result in a 2% chargeback/ Service Credit per service order and for Priority Response Services a 3% chargeback/ Service Credit per service order if service times exceed response/resolution times in section 3.34 and 3.3.5.

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

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

3.4 WORK PRODUCT ACCEPTANCE

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

1) Acceptance Criteria

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

ICEA S-102-700-2004, ICEA Standard for Category 6 Individually Unshielded Twisted-Pair Indoor Cables for Use in LAN Communication Wiring Systems Technical Requirements, 2004

2) Delivery Acceptance Form

Acceptance shall be documented in the attached Deliverable Acceptance Form Appendix I – Work Product Acceptance Form. ITS will review the Work Product Acceptance Form and either accept by executing the Form or sending the Contractor a list of deficiencies to be corrected.

3) Contractor is required to submit the following prior to submittal of invoice for payment:

- The Work Product Acceptance Form – Appendix I,
- Test results,
- As built drawings
- Work Assignment Form
- All pricing needs to align with Attachment 7 – Financial Workbook

3.5 TRANSITION SERVICES

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

SECTION 4 - ADMINISTRATIVE REQUIREMENTS AND INFORMATION

4.1 PRICE

The Bid amounts shall be of 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 Bid Workbook. Any changes made to the Financial Bid Workbook may result in rejection of the bid. Bidder must provide pricing for all items on the Financial Bid workbook. Pricing will be firm for the term of the contract regardless of actual usage.

4.2 PRICING, BILLING, AND PAYMENT FOR SERVICES

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

Price Changes (CPI)

First year pricing will be based upon the bid price submitted in response to this IFB. Pricing adjustments for years two (2) through five (5) of the contract can be requested by the Contractor and will be determined by the previous year pricing plus an adjustment of the lesser of three percent (3%) or the percent change in the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, as published by the United States Bureau of Labor Statistics, Washington, D.C., 2012 for the twelve (12) month period ending three (3) calendar months prior to the anniversary date for the preceding twelve-month period.

In no event shall more than one request for a price increase be considered during any single year period. Rate decreases are not capped and will be allowed at any time. Rate increases may not exceed three (3) percent. Requests for increase during years 2 through 5 must be submitted 60 days prior to the yearly anniversary of the approved contract start date.

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

4.2 METHOD OF PAYMENT

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

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

Invoices shall be submitted per work order, commencing after services are rendered and by the 15th of the month. Each invoice must contain the following requirements for reimbursement:

- Contract ID number (i.e.: C000771)
- Work Assignment Form – Appendix H
- Work Product Acceptance Form – Appendix I
- Test Results
- As-built drawings
- Any other necessary reports required for reimbursement
- Pricing in accordance with Attachment 7 Financial workbook

Invoices will be processed in accordance with established procedures of ITS and the Office of the State Comptroller (OSC) and payments will be subject to the prompt payment provisions of Article XI-A of the New York State Finance Law. Each invoice must contain the Contract ID number (i.e.: C000771).

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

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

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

4.4 STATE'S RESERVED PROCUREMENT RIGHTS

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

- a. Disqualify a Bidder from receiving the award if the Bidder has previously failed to perform satisfactorily in connection with public bidding or contracts.
- b. Correct Bidder' mathematical errors and waive or modify other minor irregularities in bids received, after prior notification to the Bidder.
- c. During the evaluation process, seek clarification information from a Bidder(s) for the purpose of assuring the State's full understanding of the Bidder's responsiveness to the IFB requirements. This clarification information, if required in writing by ITS, must be submitted in writing in accordance with formats as

prescribed by ITS at the time said information is requested and, if received by the due date set forth in the ITS request for clarification, shall be included as a formal part of the Bidder's Bid. Failure to provide required information by its associated due date may result in rejection of the Bidder's Bid. Written clarifications, if any, will be considered in the Bid evaluation process. Nothing in the foregoing shall mean or imply that it is obligatory upon the State to seek or allow clarifications as provided for herein.

- d. Waive any non-material requirement not met by all Bidder.
- e. Reject any or all bids received in response to this IFB.
- f. Prior to the bid opening, amend the IFB specifications to correct errors or oversights, or to supply additional information, as it becomes available.
- g. Disqualify any Bidder whose conduct and/or Bid fails to conform to the requirements of the IFB.
- h. Withdraw the IFB at any time, at ITS' sole discretion.
- i. Use the following in the course of evaluation and selection under the IFB: (i) bids; (ii) information obtained through the State's investigation of Bidder(s), including the Bidder's qualifications, experience and ability; (iii) Bidder's financial standing; (iv) any information pertinent to the evaluation of bids which may be obtained or received by the State; (v) any material or information submitted by the Bidder(s) in response to any State requests for clarifying information, if any; and may include (vii) Management Interviews (viii) interviews of any or all of an Bidder's Lead Staff; and (ix) Site Visits (Note: Any Site Visits conducted will be used to confirm information provided by the Bidder.).
- j. Modify, correct, and/or clarify stipulated requirements at any time prior to Bid opening and direct Bidder to submit Bid modifications addressing subsequent IFB amendments.
- k. Eliminate requirements unmet by all Bidder.
- l. For the purpose of ensuring the completeness and comparability of bids, analyze submissions and make adjustments or normalize submissions in the Bid(s), including underlying calculations to make level comparisons across bids and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder's Bid and/or to determine a Bidder's compliance with the requirements of the IFB.
- m. Set aside the original selected Bidder if it is subsequently determined by the State that the Bidder is non-responsible or non-responsive. ITS may then invite the next highest ranked Bidder to enter into negotiations for purposes of executing a Contract, respectively.
- n. Make an award under the IFB in whole or in part.
- o. Change any of the scheduled dates.
- p. Utilize any and all ideas submitted in the IFB bids received.
- q. Reject illegible, incomplete, or vague bids in ITS' sole discretion.
- r. The State, at its sole discretion, may request Best and Final Offers (BAFO) during the evaluation process.
- s. Waive minor irregularities and/or omissions in Bidder's Bid if the State determines the best interests of the State will be served.

4.4.1 NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT BUSINESS ENTITY

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

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

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

4.5 EQUAL OPPORTUNITY AND SUPPLIER DIVERSITY: MWBE REQUIREMENTS

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

SECTION 5 - PROCUREMENT PROCESS

5.1 GENERAL REQUIREMENTS FOR BIDS

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

Bids that make extensive use of color photographs or illustrations, or that include separate brochures or marketing materials and overly elaborate embellishments, are discouraged. All bids submitted in response to this IFB, must be written in the English language with quantities expressed using Arabic numerals and United States Dollars (\$ USD), as applicable.

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

5.2 INQUIRIES FROM BIDDERS

New York State Finance Law §§139-j and 139-k imposes certain restrictions on communication between NYS and Bidder during a procurement. Bidder should submit all IFB inquiries, questions, comments, or extraneous terms using Attachment 3 – Bidder Questions and Extraneous Terms and Conditions during the Bidder Question and Answer period. Procurement deviations and Extraneous Terms shall be sent to its.sm.bestvalue@its.ny.gov by the deadline stated in the Calendar of Events. Bidder is advised that ITS will not entertain any exceptions to (Appendix A) Standard Clauses for New York State Contracts. All extraneous terms and conditions must be resolved prior to the submission of a Proposal and answers to all questions, comments, proposal deviations and Extraneous Terms of a substantive nature will be provided to all prospective Bidder in the form of a question-and-answer document, which will be posted on the ITS website. No other method of inquiries will be accepted.

5.3 EXCEPTIONS/DEVIATIONS AND EXTRANEEOUS TERMS

Bids must conform to the terms set forth in the Solicitation. Extraneous terms or material deviations (including additional, inconsistent, conflicting, or alternative terms) may render the Bid non-responsive and may result in rejection of the Bid. Extraneous terms submitted on standard, pre-printed forms (including but not limited to product literature, order forms, license agreements, contracts or other documents) that are

attached or referenced with submissions shall not be considered part of the Bid or resulting Contract but shall be deemed included for informational or promotional purposes only.

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

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

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

5.4 COMMUNICATIONS FROM NYS TO VENDORS

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

5.5 PROCUREMENT RECORD

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

5.6 BUILDING ACCESS PROCEDURES FOR VISITORS AND HAND DELIVERIES

To access the ITS office building, all visitors must present photo identification at the Security Desk and comply with other requirements. Bidders who intend to hand deliver their Bids or utilize independent courier services should allow extra time to comply with these procedures. Bidders hand delivering their Bids should ask the security personnel at the security desk to call the Designated Contact(s) indicated in this IFB or the 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.

5.7 LATE SUBMISSIONS

All Bids must be submitted and received by the Proposal submission dates and times specified in this IFB. Bids received after the Bid Due Date Deadline may be rejected.

If bid packaging labels are not sufficient to identify the contents, ITS reserves the right to open packages for the purpose of identifying the source and contents of the package. All materials submitted by the Bidder become the property of the State of New York Office of Information Technology Services and may be returned only at the sole discretion of NYS ITS.

SECTION 6 - BID REQUIREMENTS

6.1 SUBMISSIONS AND PACKAGING OF IFB RESPONSE

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

Bidder must submit one (1) original hard copy, and one (1) electronic copy saved as searchable Microsoft Word, Excel and/or Adobe Acrobat formats of each of the Administrative Bid and Financial Bids. Electronic Bids are to be sent to its.sm.bestvalue@its.ny.gov, with the original hard copy mailed or hand delivered, by

the bid due date. In the event of any discrepancies between the original and the electronic versions, the original hard copy shall govern.

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

Bidder's complete name and address

IFB Number – C000771 In Building Voice & Data Network Cabling Services

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

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

6.2 BID CONTENT

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

Each part must indicate its content and be labeled, as applicable: Administrative Bid or Financial Bid. Bidder must submit a complete response to this IFB in conformance with the format, content, and administrative requirements set forth below. The packages must contain the information contained in Section 6.4 – Financial Bid Requirements, and Section 6.5 Administrative Bid Requirements. Failure to submit all of the following information may render the Bidder's bid non-responsive. Minor omissions deemed not critical may be corrected at the sole discretion of the State.

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

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

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

6.3 FORMATTING REQUIREMENTS

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

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

6.4 FINANCIAL BID REQUIREMENTS

Bidder must submit their Bids including all costs necessary to provide the services as specified in Section 3 Service Requirements, using Attachment 7 - Financial Bid Workbook. Any deviations, alterations, qualifiers,

ranges, etc. included with the Bid may result in rejection of the Bid. Pricing shall include all proposed labor, equipment, materials, supplies, etc. to provide a complete cost evaluation. All prices quoted shall be inclusive of ANY AND ALL one-time and recurring fees, charges, or costs for the duration of the Contract, including but not limited to direct and indirect costs, administrative costs, reporting or other requirements, overhead, fees, profit, travel, parking fees, equipment usage, postage and any other ancillary fees and related costs.

The Bidder must submit one (1) original hard copy and one (1) electronic copy, saved as searchable Microsoft Word, Excel and/or Adobe Acrobat formats of the Financial Bid. All prices must be represented in U.S. dollars. The bidder's Financial Proposal should consist of:

- Attachment 7- Financial Bid Workbook

6.5 ADMINISTRATIVE BID REQUIREMENTS

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

The Bidder's Administrative Bid must contain responses to all documents described in this IFB.

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

- Attachment 1 – Bid Checklist
- Attachment 2 – Firm Offer Letter & Conflict of Interest Disclosure
- Attachment 3 – Vendor Questions & Extraneous Terms Form
- Attachment 4 – Minimum Bidder Qualifications
- Attachment 5 – Contractor Certification to Covered Agency, ST-220-CA
- Attachment 6 – Consultant Confidentiality & Non-Disclose Agreement
- Attachment 8 – Requirements Verification & Traceability Matrix
- Attachment 9 – Encouraging Use of NYS Business in Contract Performance
- Attachment 10 – FOIL & Litigation Disclosure

6.6 BID PREPARATION COSTS

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

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

NOTICE TO BIDDER'S LEGAL COUNSEL

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

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

If the Bidder and/or Vendor intends to request an exemption from disclosure under FOIL for trade secret materials or critical infrastructure information, the Bidder and/or Vendor shall, at the time of submission,

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

6.8 NOTIFICATION OF AWARD

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

6.9 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>

SECTION 7 - EVALUATION METHODOLOGY

7.1 METHOD OF AWARD

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

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

7.2 BID COMPLETENESS REVIEW

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

7.3 MINIMUM QUALIFICATIONS EVALUATION

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

7.4 FINANCIAL PROPOSAL EVALUATION AND AWARD

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