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DISASTER RECOVERY

REQUEST FOR PROPOSAL FOR DISASTER RECOVERY SERVICES

SEPTEMBER 30, 2015

REQUEST FOR PROPOSAL FOR
DISASTER RECOVERY SERVICES

IF YOU ARE NOT BIDDING, PLACE AN "X" IN THE APPROPRIATE BOX AND RETURN THIS PAGE ONLY TO THE ADDRESS SET FORTH IN THIS LETTER:

☐ WE ARE UNABLE TO BID AT THIS TIME BECAUSE _____

_____

☐ WE REQUEST REMOVAL OF OUR NAME FROM THE MAILING LIST FOR _____

_____

NAME OF COMPANY: _____

PRINTED OR TYPED NAME:_____

TITLE: _____ DATE: _____

TABLE OF CONTENTS

SUBMISSION OF PROPOSAL **1**

PREAMBLE **2**

SECTION 1. INTRODUCTION **3**

1.1 Definitions 3
1.2 Purpose 3
1.3 Background 3

SECTION 2. CONTRACTOR RESPONSIBILITIES AND TECHNICAL REQUIREMENTS **4**

2.1 Contractor Responsibilities 4
2.2 Qualification of Bidders 5
2.3 Performance Requirements 6

SECTION 3. COST REQUIREMENTS **6**

SECTION 4. TERMS AND CONDITIONS **7**

4.1 Contract/Agreement Documents 7
(a) Sample Contract/Agreement 7
A sample contract/agreement incorporating standard language that would be executed by the Contractor and the Department is appended hereto as Appendix E. 7
4.2 RFP Appendices 8
(a) Appendix A: Standard Clauses for All New York State Contracts 8
(b) Appendix B: General Specifications 8
(c) Other Appendices 8
4.3 Agreement Period and Renewal 9
4.4 Termination 9
4.5 Bonding Requirements 9
4.6 Bidder Assurances 10
4.7 Procedure for Amendments of Agreement 10
4.8 Price Adjustments 10
4.9 Ownership and Title to Deliverables 10
4.10 Interpretation and Disputes 10
4.11 Additional Security/Confidentiality Requirements 10
4.12 Patent/Copyright Indemnification 11
4.13 Conflicts 12
(a) Federal Lobbying Certification 12
(b) Conflict of Interest 12
4.14 Oral Presentations 12
4.15 Period of Validity 12
4.16 Minority and Women-Owned Business Equal Employment Opportunities and Goals 13
4.17 Liquidated Damages 13
4.18 Conformance to RFP 14
4.19 Date/Time Warranty 14

SECTION 5. ADMINISTRATIVE **14**

5.1 Inquiries 14
5.2 Pre-Bid Conference 14
5.3 Submission of Proposals 14
5.4 Bidder Debriefing 15
5.5 Department's Rights to Proposals 15

SECTION 6. PROPOSAL FORMAT AND CONTENT 15

6.1 Overview 15
6.2 General Requirements and Appearance 16
6.3 Technical Submittal Requirements (Part I) 17
6.4 Cost Submittal Requirements (Part II) 17

SECTION 7. PROPOSAL EVALUATION CRITERIA 17

7.1 Overview and Method of Award 17
(a) Overview 17
(b) Method of Award 18
7.2 Technical Submittal Evaluation 19
7.3 Cost Submittal Evaluation 19

SECTION 8. APPENDICES 20

REQUEST FOR PROPOSAL FOR

TITLE: **Disaster Recovery Services**

DATE: **September 30, 2015**

TIMETABLE OF KEY EVENTS:

Event:	Date:
➢ RFP Issue Date	9/30/15
➢ Deadline for Questions	10/7/15
➢ Deadline for Receipt of Proposals	10/21/15

Submission Of Proposal

Enclosed is a REQUEST FOR PROPOSAL on the above. Firms interested in being considered for this engagement should deliver six (6) proposals with original signed cover letters (signed by an individual authorized to represent the firm) to:

Mr. Steven McClellan
Procurement and Budget
New York State Department of Financial Services
One Commerce Plaza, Suite 1850
99 Washington Avenue
Albany, NY 12257
(518) 474-6848

Proposals must be delivered in their entirety by 4:00 p.m. Eastern Time on the date specified above as the Deadline for Receipt of Proposals. Proposals received in whole or in part after 4:00 p.m. Eastern Time on the date specified above shall not be considered. Those proposals that do not furnish all of the information requested herein may not be considered. The Department reserves the right to reject any and all proposals if, in its judgment, the work proposed will not accomplish the objectives of this project or does not meet all of the requirements of this Request for Proposal. Please do not bind your proposals. **Electronic or fax submissions will not be accepted.**

In order to expedite the selection process, proposals must also include the firm's full name, address, telephone and fax numbers, e-mail address and federal tax identification number. Your bid envelope must be clearly marked "BID NO. C000427, DO NOT OPEN UNTIL OCTOBER 21, 2015".

An Agreement will be entered into with one or more Bidders.

Should you have any questions, please contact Mr. Steven McClellan at rfp@dfs.ny.gov.

New York State Department of Financial Services
Preamble

The information contained herein should be used for the sole purpose of responding to this request.

This Request for Proposal (RFP) is not an offer and does not commit the New York State Department of Financial Services (the "Department") to a contract/agreement. Furthermore, the Department is not under any obligation to pay the costs, in whole or in part, incurred during the preparation of a response to this RFP.

The Department reserves the right to accept or reject any and all proposals; to correct any computational errors in the proposal(s); to utilize any or all ideas from the proposals and to adopt all or any part of the proposal(s) submitted. All proposals shall become the property of the Department.

As an agency of the State of New York, all responses submitted to the Department may be disclosed pursuant to requests for access made under the New York Freedom of Information Law (FOIL) provided, however, that there are no statutory restrictions that may exempt documents from FOIL disclosure. All work products described herein may also be subject to FOIL disclosure.

The State does not indemnify Contractors/Vendors.

Section 1. Introduction

1.1 Definitions

Unless further defined below, terms have the meanings set forth in Appendix B.

The term "Bidder" in the RFP shall mean those companies or individuals who respond to the Department's request for solutions to its present needs.

The term "Contractor" in this RFP shall mean the selected provider whose name and principal address appear on the proposal and signature page.

The term "Agreement" in this RFP shall mean the contract entered into between the Department and the selected Bidder.

1.2 Purpose

The New York State Department of Financial Services is seeking bids from qualified firms to provide disaster recovery services for our computer data center as part of our business continuity plan. The services must replicate the data center for our use in the event our data center at One State Street in New York City or the Data Center located at CNSE, Albany, New York is not accessible or is inoperable**.** We would need access to a hot site location within the New York Metropolitan area that provides access to work space, the ability to reconnect our email, network and Internet services and the use of an AS400, several Sun Microsystems Servers and other equipment as described in Appendix K.

1.3 Background

The New York State Department of Financial Services, created by combining the New York State Banking and Insurance Departments aims to modernize regulatory oversight of the financial services industry. Acting Superintendent Albanese's key objectives for the new Department are enhancing New York's status as the world's financial center, vigorously protecting consumers, and preventing systemic risk.

The Superintendent, in order to better supervise financial products and services, including those subject to the provisions of the Insurance Law and the Banking Law may take any actions necessary to:

- foster the growth of the financial industry in New York and spur state economic development through judicious regulation and vigilant supervision;
- ensure the continued solvency, safety, soundness and prudent conduct of the providers of financial products and services;
- ensure fair, timely and equitable fulfillment of the financial obligations of such providers;

- protect users of financial products and services from financially impaired or insolvent providers of such services;
- encourage high standards of honesty, transparency, fair business practices and public responsibility;
- eliminate financial fraud, other criminal abuse and unethical conduct in the industry; and
- educate and protect users of financial products and services and ensure that users are provided with timely and understandable information to make responsible decisions about financial products and services.

The Department has main offices in New York City and Albany. The total staff is approximately 1,350.

Section 2. Contractor Responsibilities and Technical Requirements

This section sets forth the contractor responsibilities and technical requirements for this RFP. The proposal shall set forth the Bidder's ability to meet these requirements.

2.1 Contractor Responsibilities

a) The bidder must provide equipment that is equivalent to or better than the equipment listed in Appendix K.
b) The bidder should have sufficient support staff to provide 24/7 on-site technical support for all systems and equipment
c) The selected site must not be on the same power and communications grid as either our One State Street office or the state datacenter at CNSE,Albany, NY
d) Consideration will be given to the site accessibility, amenities and availability of overnight accommodations nearby. Security for employees while on site will also be considered.
e) The response time offered by the bidder will be a consideration in the evaluation. The Department is looking for a minimum number of hours between the declaration of the disaster and the availability of the hot site.
f) The bidder must have an alternative plan in the event access to the hot spot cannot be provided.
g) The site must maintain the AS400 and Sun microsystems equipment in a secure location, accessible to IT administrative staff only. Vendors who cannot provide a secure location will not be considered. Further it is preferable to have all network equipment in a secure area, accessible to a minimum of 4 IT administrators.

h) The site must have a separate office dedicated to the Department in the event of a disaster declaration. This office should include one desk or conference table, and be able to accommodate 4 to 5 staff members. The office must have a telephone line for a speakerphone.
i) The site must provide access to the internet via a 10MBPS or higher capacity line with registered static IP addresses, firewall, and appropriate managed communication equipment.
j) The site must be environmentally controlled to handle heat and electrical loads of the equipment listed on Appendix K.
k) The Department must have access to the site for testing. We anticipate needing two (2) separate testing opportunities annually, approximately 6 months apart, lasting a minimum of 24 hours each.
l) The Site must accept delivery of data backup tapes from reputable vendors or courier services. The Department currently uses Iron Mountain for backup storage and delivery.
m) Throughout the term of the contract, the Department may upgrade, add and otherwise change equipment requirements. Bidder must have a method to quickly and efficiently amend the contract to reflect these changes.
n) The successful bidder will be required to sign a confidentiality agreement.

2.2 Qualification of Bidders

(a) **Relevant Experience**: The Bidder should describe any previous experience in performing the required work, including a description of similar work performed.

(b) **References**: Submit at least five (5) separate references other than employees of the Department of Financial Services, preferably from government agencies or other customers with similar objectives.
For each reference include the following:

- name of company/agency for which work was performed and brief description of its business;
- name, address, phone number and fax number of company/agency contact person;
- description of work performed and/or services provided, including description of (1) all deliverables (reports, presentations, etc.) and (2) all timeframes and deadlines of work performed and/or services provided, noting whether or not these timelines and deadlines were met;
- period of engagement; the beginning and ending dates of the work performed;

- results/client outcomes.

(c) Financial Statement of the Bidder

(d) Staffing and Personnel Biographies of Key Management Personnel: The Bidder should provide a description of the qualifications and category of individuals who would perform the required work, including resumes. The Bidder should describe the number of individuals at each level and the estimated staff days that would be spent on the required work. Include full details and resumes of senior staff that would be available for this engagement, and at least three references that may be contacted at the discretion of the Department.

(e) Conflicts of Interest: The Bidder should state whether it has any conflict of interest, actual or perceived, that would prevent Bidder from functioning under an agreement with the Department. The Bidder shall identify any relationships or arrangements it has with the Department or with any entity regulated by the Department.

2.3 Performance Requirements

(a) Timelines – Intentionally left blank?

(b) Subcontracting - The selected Contractor must assume full responsibility for the services offered in the proposal for the duration of the agreement. The Contractor shall be so liable even when the Contractor subcontracts a portion of the service. Subcontracting shall be permitted only with the prior written approval of the Department.

(c) Failure to Comply - Failure of Contractor to comply with any of the above requirements may be considered grounds for agreement termination by the Department. The Contractor shall be liable for any costs incurred by the Department relating to the fulfillment of an agreement should the agreement be terminated because the Contractor failed to perform.

(d) Serve as Witness - The Contractor must be able to appear and testify as a witness on behalf of the Department related to work performed pursuant to an agreement.

Section 3. Cost Requirements

Cost Proposal-Fee Schedule – A cost proposal, in the format set forth in section 7.3, is to be submitted at the same time as the remainder of the proposal but in a separate sealed package.

Section 4. Terms and Conditions

4.1 Contract/Agreement Documents

(a) Sample Contract/Agreement

A sample contract/agreement incorporating standard language that would be executed by the Contractor and the Department is appended hereto as Appendix E.

(b) Vendor Responsibility

The **Department** recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at https://portal.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 Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@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 ***Department*** or the Office of the State Comptroller's Help Desk for a copy of the paper form.

(c) Contractor Certification

The requirements of State Tax Law Section 5-a regarding Contractor Certification are hereby incorporated into this RFP and will be incorporated into the resulting Agreement. Bidder is required to comply with the requirements thereof as found in the Contractor Certification Forms appended hereto as Appendix G.

(d) State Finance Law – "Procurement Lobbying Law"

The requirements of State Finance Law Sections 139-j and 139-k are hereby incorporated into this RFP and any resulting agreement. The Bidder is required to comply with all requirements of State Finance Law Sections 139-j and 139-k. Further information and forms are appended hereto as Appendix H.

State Finance Law Section 139-k provides that the procurement contract award shall contain a certification by the Contractor that all information provided to the Department with respect to Sections 139-j and 139-k is complete, true and

accurate and the resulting contract shall contain a provision authorizing the Department to terminate the contract in the event such certification is found to be intentionally false or intentionally incomplete. This contract language authorizes termination, but does not mandate termination.

(e) Consultant Disclosure

The requirements of State Finance Law Sections 8 and 163 regarding Consultant Disclosure are hereby incorporated into this RFP and will be incorporated into the resulting Agreement. Bidder is required to comply with all requirements thereof as found in the Consultant Disclosure Information and Forms appended hereto as Appendix I.

4.2 RFP Appendices

(a) Appendix A: Standard Clauses for All New York State Contracts

The terms of Appendix A, Standard Clauses for All New York State Contracts, attached hereto, are hereby incorporated into this RFP and any resulting agreement. The Contractor is required to adhere to the clauses in Appendix A which include the recent additions regarding the use of tropical hardwoods, the MacBride Fair Employment Principles and the Omnibus Procurement Act. Bidder should keep Appendix A for its records.

(b) Appendix B: General Specifications

The terms of Appendix B, General Specifications, attached hereto, are hereby incorporated into this RFP and shall govern any situations not covered by this RFP or Appendix A. Bidder should keep Appendix B for its records.

(c) Other Appendices

The following forms are also included in the bid package. Some forms must be signed and submitted with your bid while others are included for informational purposes only. Please read them and follow the instructions.

- **Appendix C: Nondiscrimination in Employment in Northern Ireland: MacBride Fair Employment Principles** – Must be completed and submitted with bid.

- **Appendix D: MWBE Requirements and Forms -** Must be completed and submitted with bid.

- **Appendix E: Sample Agreement**. – Bidder should keep Appendix E for its records.

- **Appendix F: Vendor Responsibility Information & Forms** – Must be completed and submitted with bid.

- **Appendix G: ST-220 Tax Certification Information and Forms** – Must be completed and submitted with bid.

- **Appendix H: State Finance Law – "Procurement Lobbying Law" Information and Forms** – Must be completed and submitted with bid.

- **Appendix I**: **Consultant Disclosure Information and Forms** – Must be completed and submitted with bid.

- **Appendix J**: **Encouraging Use of N.Y. Businesses** – Must be completed and submitted with bid.

4.3 Agreement Period and Renewal

The anticipated term of the agreement shall be five years commencing on October 15, 2015, effective the date of approval of the agreement by the New York State Office of the Comptroller.

4.4 Termination

See "Executory Clause" in Appendix A and "Suspension of Work" and "Termination" in Appendix B.

(a) **Termination for Convenience:** The Department retains the right to terminate the agreement, or any part thereof, without reason, provided that the Contractor is given at least thirty (30) days written notice of the Department's intent to terminate. This provision should not be understood as waiving the Department's right to terminate the agreement for cause or to stop work immediately for unsatisfactory work, but is supplementary to that provision.

(b) **Termination for Non-compliance with State Finance Law:**
State Finance Law Section 139-k provides that this procurement contract shall contain a provision authorizing the Department to terminate the contract in the event that the required certification is found to be intentionally false or intentionally incomplete. This contract language authorizes termination, but does not mandate termination.

4.5 Bonding Requirements

- There are no bonds required for this contract.

4.6 Bidder Assurances

The Bidder warrants that it has carefully reviewed the needs of the Department for Disaster Recovery Services, as described in the RFP and its attachments and otherwise communicated in writing by the Department to the Bidder, that it has familiarized itself with the Department's specifications, and it warrants that it can provide such services as described in the RFP and as represented in its proposal.

The Bidder agrees that it will perform its obligations hereunder in accordance with all applicable Federal, State, and local laws, rules and regulations now or hereafter in effect.

The Bidder warrants and affirms that the terms of the RFP and any resultant agreement do not violate any contracts or agreements to which it is a party, and that its other contractual obligations will not adversely influence its capabilities to perform under the agreement.

4.7 Procedure for Amendments of Agreement

See "Modification of Contract Terms" in Appendix B and "Entire Agreement" in Appendix E.

Any request by the Contractor for changes or amendments in any part of the agreement shall be made in writing to the Department.

4.8 Price Adjustments

Prices shall be firm for the term of the agreement.

4.9 Ownership and Title to Deliverables

4.10 Interpretation and Disputes

See "Conflicting Terms" in Appendix A.

4.11 Additional Security/Confidentiality Requirements

See also "Security" in Appendix B.

(a) Security During the Course of Delivering Contract Services

(1) The Contractor shall be solely responsible for the safety and security of all Department project sites, facilities, and components during the term of the engagement, with the exception that Contractor is not responsible for overall building security where a Department site is under the control and management of the Department or State agencies. Contractor remains responsible, however, for security of project components or equipment within such buildings, e.g., secure equipment enclosures within the space provided by such agencies. The Contractor shall be responsible for and shall

correct any failure or theft of any component or portion of the project due to inadequate physical and/or information security at its cost and expense.

(2) The physical security and the information security of project data shall be provided at a level commensurate with that normally established for a similar modern system.

(b) <u>Access by Personnel</u>

(1) The Contractor, its officers, agents, subcontractors, and their employees and independent contractors, shall be required to comply with all applicable facility and information security policies and procedures of the Department and the State in performing the scope of work under the agreement. Such policies and procedures shall be communicated to the Contractor as a condition precedent to Contractor's obligations under this paragraph.

(2) Contractor warrants that each individual performing work under an agreement is legally eligible to work in the United States and that such eligibility shall be maintained at all times during the engagement while the individual is accessing any Department facilities, information systems or data contained therein.

(3) The Department reserves the right, in its sole discretion, and without liability to the Contractor's officers, agents, subcontractors, and their collective employees and independent contractors, to withhold approval of and refuse to permit access to Department facilities, electronic information systems or data contained therein to any individual proposed by or through the Contractor:

A) Who refuses to comply with the security procedures outlined in this subsection 4.11; or

B) Where the Department determines that the individual may present a risk to the Department's security interests.

(4) The Department shall not be liable for payments or damages of any kind if the Contractor is delayed or unable to perform under an agreement as a result of the Department's denial of access to any individual(s) pursuant to this Subsection 4.11.

4.12 Patent/Copyright Indemnification

See "Indemnification Relating to Third Party Rights" in Appendix B.

4.13 Conflicts

(a) Federal Lobbying Certification

Section 1352 of Title 31 of the U.S. Code requires that funds appropriated to a Federal agency be subject to a requirement that any Federal contractor or grantee (such as the State) must be required to certify that no Federal funds will be used to lobby or influence a Federal officer or a Member of Congress. The certification the State has been required to sign provides that the language of this certification be included in the contract documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. The certification also requires the completion of Federal lobbying reports and the imposition of a civil penalty of $10,000 to $100,000 for failing to make a required report. As a sub-recipient, the Contractor understands and agrees to the Federal requirements for certification and disclosure.

(b) Conflict of Interest

All Contractors hired by the Department must comply with the following conflict of interest standards before the Contractor may provide services to the Department:

(1) All previous or existing business relationships between the Contractor (its employees and/or agents) and any entity regulated by the Department or said entity's parent, subsidiary(ies) or affiliates must be disclosed.

(2) Contractor (its employees and/or agents) shall not provide and/or solicit its services to any entity regulated by the Department or to said entity's parent, subsidiary(ies) or affiliates during the term of an agreement.

4.14 Oral Presentations

The Department, at its discretion, may elect to have Bidders provide oral presentations of their proposals. All Bidders deemed by the Department as eligible to receive an award will be given the opportunity to provide such oral presentations. Unless oral presentations are made a part of the evaluation process and points are assigned, oral presentations are for clarification purposes only. (See Section 7.1 "Method of Award.")

4.15 Period of Validity

Each Bidder's proposal must include a statement as to the period during which the provisions of its proposal will remain valid. A minimum of six (6) months from the Deadline for Receipt of Proposals is required.

4.16 Minority and Women-Owned Business Equal Employment Opportunities and Goals

Article 15-A of the New York State Executive Law §§ 310–318 ("the Statute") was enacted to promote equality of employment and economic opportunities for minority group members and women in State contracting activities. The New York State Department of Financial Services ("Department") fully supports the efforts of the State of New York to promote Equal Employment Opportunity (EEO) for all persons and promote equality of economic opportunity for minority group members and women who own business enterprises.

The Department has developed compliance requirements, forms and procedures to ensure that Contractors (to include those who submit bids/proposals in an effort to be selected for contract award as well as those successful bidders/proposers with whom Department enters into State Contracts) and proposed or actual Subcontractors receiving subcontracts of over $25,000 comply with requirements concerning Equal Employment Opportunities for Minority Group Members and Women and meaningful participation opportunities for certified minority-owned or women-owned business enterprises (MWBEs) in the Department procurement process. Contractors participating in and/or selected for procurement opportunities with the Department shall fulfill their obligations to comply with applicable Federal, State and Local requirements concerning Equal Employment Opportunity and opportunities for MWBEs, including but not limited to, the Statute and its implementing regulations as promulgated by the New York State Division of Minority and Women's Business Development ("DMWBD") and set forth at 5 NYCRR Parts 140-144).

The parties shall refer to Appendix D, attached and incorporated by reference herein, for the specific EEO/MWBE requirements and associated forms required by this procurement. Forms shall be submitted without any changes to any the Department goals specified in Appendix D of this RFP. Copies of the required Department Forms are identified in Appendix D.

4.17 Liquidated Damages

If the Contractor fails to complete services in accordance with specifications, or within the times specified herein, it is understood, and the Bidder and subsequent Contractor hereby agrees, that the amount of one percent (1%) of the contracted value per day up to the value of contracted equipment and services shall be deducted from the monies due the Contractor for each intervening calendar day, not as a penalty, but as liquidated damages. However, the Contractor shall not be liable if failure to perform arises out of causes beyond its control and without the fault or negligence of the Contractor (Acts of God, the public enemy, fires, floods, freight embargoes, regulated telephone company delays, etc.).

4.18 Conformance to RFP

Any exceptions or objections to the terms, conditions, and requirements of this RFP, including the Sample Agreement included as Appendix E, are governed and are to be submitted in accordance with the "Extraneous Terms" clause in Appendix B. Bidders are cautioned that any such exception or objections may render their bid non-responsive.

4.19 Date/Time Warranty

See "Date/Time Warranty" as currently set forth in paragraph 72(g) in Appendix B.

Section 5. Administrative

5.1 Inquiries

All inquiries concerning this RFP should be addressed to the following:

Mr. Steve McClellan
Procurement and Budget
One Commerce Plaza, Suite 1850
99 Washington Avenue
Albany, NY 12257
FAX (518) 486-6809
rfp@dfs.ny.gov
(518) 474-6848

All questions should be submitted to rfp@dfs.ny.gov citing the particular proposal section and paragraph number. Prospective Bidders should note that all clarifications and exceptions, including those relating to the terms and conditions of the agreement, are to be resolved prior to the submission of a proposal. Answers to all questions of a substantive nature will be given to all prospective Bidders in the form of a formal addendum, which will be annexed to and become part of the resultant agreement. See Page 1 for deadline to submit questions.

5.2 Pre-Bid Conference

- No Pre-Bid Conference

5.3 Submission of Proposals

See "Bid Submission" in Appendix B.

Proposals are due in their entirety at the time and date specified on Page 1 hereof. Proposals received in whole or in part after this deadline shall not be considered.

All proposals and accompanying documentation will become the property of the Department and will not be returned. The content of each Bidder's proposal will be

held in strict confidence during the bid evaluation process, and no details of any proposal will be discussed outside the evaluation process. The successful Bidder's proposal and a copy of the specification will be made part of the agreement. Therefore, an official authorized to commit the company to an agreement must sign the proposal.

5.4 Bidder Debriefing

An unsuccessful Bidder may request a debriefing within 45 days from the date of the Department's letter advising that the Bidder was not selected. The debriefing would be limited to the reasons that the Bidder's proposal was not selected. Debriefings would be held at Department offices located at One Commerce Plaza, Albany, NY 12257.

5.5 Department's Rights to Proposals

By submitting a proposal, the Bidder covenants not to make any claim for, or have any right to, damages because of any misinterpretation or misunderstanding of the specification, or because of any misinformation or lack of information. The Department has the following prerogatives with regard to proposals submitted:

- To change any of the scheduled dates upon appropriate notification to all prospective Bidders;
- To accept or reject any or all proposals;
- To correct any arithmetic errors in any or all proposals;
- To waive or modify minor irregularities in proposals, after notification to the Bidder;
- To adopt any part or all of a successful Bidder's proposal;
- To utilize any and all ideas submitted in the proposals unless those ideas are protected by legal patent or property right;
- To negotiate with the selected Bidder prior to agreement award;
- To begin negotiations with another Bidder should the Department be unsuccessful in negotiating an agreement with the selected Bidder within 45 calendar days.

Section 6. Proposal Format and Content

6.1 Overview

This section identifies the information that all Bidders must include in their

proposals to the Department.

A uniform proposal format is required so that the Department can fairly evaluate all proposals. For each item listed below, please respond in order and provide the material required. Brochures, reproduced, copied or printouts of marketing literature may not be substituted for the proposal narratives and responses specified. Cross-references in the main proposal to any appendices are required. The Department will not review appendices or supplemental material for which a purpose is not clearly indicated.

For the purposes of evaluation, each proposal must be submitted in two (2) parts. Part I consists of the Technical Submittal. Part II consists of the Cost Submittal. Each part must be complete in itself in order that the evaluation of both parts can be accomplished independently and concurrently, and that the Technical Submittal can be evaluated strictly on the basis of its merits. Cost information is not to be included in Part I. Both parts must be sealed separately.

The rules established for proposal content and format will be enforced. Variations from the rules prescribed herein may subject the respondent to outright disqualification. It is in the best interests of the Bidder to become familiar with the constraints imposed on its proposal, so that the evaluation process can proceed in a timely manner.

All proposals must be either hand written, typewritten or printed with original signatures. Proposals submitted hand written in pencil will be disqualified. The Department prefers that the proposals not be hand written, but this is not mandatory, provided the respondent uses ink or an indelible pen.

6.2 General Requirements and Appearance

(a) Cover Letter: Submit a cover letter on your letterhead, signed by an officer or director of your organization, certifying (1) the accuracy of all information in your proposal, (2) compliance with requested contents, and (3) how long your proposal will remain valid which must be a minimum of six (6) months from the deadline for the receipt of proposals.

(b) Executive Summary: Submit an executive summary of your proposal covering its main features and benefits which distinguish it. Do not exceed three (3) pages.

(c) Equal Opportunity and Nondiscrimination: An assurance that the firm is an equal opportunity employer and will comply with all relevant Federal and State Equal Opportunity and Nondiscrimination Laws, Regulations and Executive Orders must be included.

6.3 Technical Submittal Requirements (Part I)

(a) See Section 2. Contractor Responsibilities and Technical Requirements.

(b) Include information about the Bidder's experience regarding the specific services required. Experience to be considered includes but is not limited to: (a) familiarity with applicable laws and regulations; (b) experience in the Disaster Recovery field.

(c) A description of the types of services that can be provided as appropriate to the scope of this RFP, including a suggested workplan/methodology that would be used to achieve the objectives of the Department.

6.4 Cost Submittal Requirements (Part II)

Part II of the proposal consists of the pricing proposal that sets forth the costs for requested services. The cost submission should be complete, accurate, well-documented, and in the format required (See section 7.3) Cost information is not to be included in the Part I Technical Submittal. All prices must be inclusive of all costs necessary or incidental for proper performance under this agreement. Hourly rates for participation in hearings/litigation must be itemized separately.

Section 7. Proposal Evaluation Criteria

7.1 Overview and Method of Award

(a) Overview

The Superintendent and/or his designee(s) shall evaluate the proposals and select the Bidders that have the requisite experience and staffing to support the work required by the Department and do not have any conflicts. It is the Department's intention to use the proposal received for guidance purposes and it may request further clarification if deemed necessary, but only from those Bidders determined to be technically proficient regarding certain points noted in the proposal.

The Department reserves the right to negotiate with the selected Bidder prior to execution of a final agreement.

Other specific criteria for selection are as follows:

- The Bidder's ability to make the commitment of appropriate resources so as to enable the Bidder to complete the engagement within a reasonable timeframe.
- The Bidder's demonstrated comprehension of the essential issues attendant to this engagement, as stipulated in the submitted proposal.

- The Bidder's demonstrated level of competence in, and understanding of, the appropriate field of expertise for which they are being engaged.

- The ability of the staff assigned to this project to make themselves available for meetings with the Department's representatives.

- The ability of staff to communicate effectively.

- The expertise of the staff available for this project.

- The Bidder's fee schedule and estimated overhead cost (such as travel requirements).

The evaluation of proposals will determine which services provide the "Best Value" to the Department. Under NYS Procurement Guidelines, "Best Value" is the basis for awarding all service contracts… [it] optimizes quality, cost and efficiency, among responsive and responsible offerers."

"Best Value" is not equivalent to "lowest price". "Costs," in the case of "best value" are distinguished from price. Costs *embody* price, and include the costs associated with utilizing the services and the impact of the services on agency programs and operations.

Upon determination of the "best value" proposal, the Department will develop a binding contract agreement with the selected Bidder to provide the services. In the case of failure to execute an agreement with the selected Bidder, the Department may pursue an agreement for the services proposed by the next best-rated Bidder.

The Department will administer any agreement that is executed between the Contractor and the Department.

(b) Method of Award

All proposals received shall be subject to an evaluation by the Department. The Department desires to select the Bidder who will provide the "Best Value" taking into consideration the most beneficial combination of qualifications, services and cost and who has met the requirements of this RFP. Only proposals judged to be responsive to the submission requirements set forth in this RFP will be evaluated.

The Technical and Cost sections of each Bidder's proposal will be evaluated separately. A selection committee will review the two evaluations and make the proposal selection. To meet the minimum requirements for the Technical portion of the evaluation, bidders must receive at least 60% of the total possible technical points. Bids that fail to obtain the minimum 60% will not be further evaluated.

After completion of the Technical and Cost evaluation, a composite score will be assigned to each proposal with the Technical score weighted at 70 points and the Cost score weighted at 30 points. The basis for award will be the highest composite score. The criteria against which each proposal will be evaluated are described below.

7.2 Technical Submittal Evaluation

(a) Technical Evaluation – (70%)
1) The extent to which bidders meet the functional descriptions as defined in Section 2 of the RFP.
2) The proposal's clarity, explicitness, completeness and reasonableness.
3) The relevant experience and qualifications of the Bidder. These include the quality of Bidder's references, the Bidder's reputation in the national marketplace, financial stability, and integrity. In this category is the extent Bidders demonstrate a successful history of providing similar services to other organizations, including government agencies the size of the Department.
4) The ability of the bidder to perform the tasks within the specified timeframes.
(b) Cost Evaluation – (30 %)
1) The proposed personnel expenses (i.e. price) for the term of the agreement.
2) The estimated amount of non-personnel out-of-pocket expenses and customary administrative fees, if applicable.

7.3 Cost Submittal Evaluation

See Appendix L.

Section 8. Appendices

- Appendix A: Standard Clauses for All New York State Contracts
- Appendix B: General Specifications
- Appendix C: Nondiscrimination in Employment in Northern Ireland: MacBride Fair Employment Principles
- Appendix D: MWBE Requirements and Forms
- Appendix E: Sample Agreement
- Appendix F: Vendor Responsibility Information and Forms
- Appendix G: ST-220 Tax Certification Information and Forms
- Appendix H: State Finance Law – "Procurement Lobbying Law" Information and Forms
- Appendix I: Consultant Disclosure Information and Forms
- Appendix J: Encouraging Use of N.Y. Businesses
- Appendix K: Equipment & Services
- Appendix L: Price List