

INFORMATION TECHNOLOGY SERVICES ITQ

REQUEST FOR QUOTATIONS FOR

WAN REDUNDANCY

ISSUING OFFICE

**THE DEPARTMENT OF TRANSPORTATION
BUREAU OF OFFICE SERVICES**

RFQ NUMBER

6100031141

DATE OF ISSUANCE

March 27, 2015

The Department of Transportation, Bureau of Office Services has posted solicitation 6100031141 for WAN Redundancy. Please go to the [eMarketplace Website](#) to view and download all documentation pertaining to this solicitation.

This is a restricted solicitation, only those contractors qualified in one (1) or more of the following service category(ies) under the Commonwealth's Information Technology (IT) Services Invitation to Qualify (ITQ) Contract, [4400004480](#), prior to the bid opening date may respond.

- Consulting Services - Network Services & Telcom Services

Organizations interested in doing business with the Commonwealth through this contract must begin by registering with the Commonwealth as a Procurement Supplier. For more information about registration, please view the [Registration Guide](#).

Once an organization is registered with the Commonwealth, they must develop and submit a bid through the [PASupplierPortal Website](#) in order to qualify for one, all, or any combination of the service categories associated with this contract. The Commonwealth will evaluate the bid along with all supporting documentation to determine whether the organization meets the minimum eligibility requirements.

For more information about the Commonwealth's Invitation to Qualify contracts and their policies, please visit the [ITQ Website](#).

REQUEST FOR QUOTATIONS

FOR

WAN REDUNDANCY

TABLE OF CONTENTS

CALENDAR OF EVENTS	4
Part I - GENERAL INFORMATION	5
Part II - PROPOSAL REQUIREMENTS	13
Part III - CRITERIA FOR SELECTION	18
Part IV - WORK STATEMENT	22

APPENDIX A, PROPOSAL COVER SHEET

APPENDIX B, DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

APPENDIX C, COST MATRIX

**APPENDIX D, TRADE SECRET/CONFIDENTIAL PROPRIETARY INFORMATION
NOTICE**

**APPENDIX E, DIVERSE BUSINESS PARTICIPATION FOR NON-FEDERALLY
FUNDED PROJECTS**

APPENDIX F, OS-501 – CONFIRMATION OF SERVICE

CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
Deadline to submit Questions via email to: smorales@pa.gov	Contractors	April 2, 2015
Pre-proposal Conference Location: Pennsylvania Department of Transportation 400 North Street, 5 th Floor Bid Room Harrisburg, PA 17120	Issuing Office/ Contractors	April 9, 2015 at 1:30 PM
Answers to Potential Contractor questions posted to the DGS website no later than this date.	Issuing Office	April 16, 2015
Please monitor the DGS website for all communications regarding the RFQ.	Contractors	On-going
Sealed proposal must be received by the Issuing Office at: Bureau of Office Services ATTN: Ms. Shirley A. Morales Commonwealth Keystone Building 400 North Street, 5 th Floor Harrisburg, PA 17120 *Due to increased security requirements in the Commonwealth's mail processing operations, all incoming mail to the Keystone Building is routed, scanned and sorted at an off-site location prior to delivery. This includes overnight deliveries. Be aware when submitting proposal documents via overnight delivery services, there is no guarantee that the proposal documents will be received in the Issuing Office when required. Proposals which are received late will be rejected regardless of the reason for late arrival. Contractors are advised to allow extra time to ensure timely delivery. Receipts for all hand delivered packages must be obtained and signed by the Issuing Officer or his designee to verify date and time of delivery.	Contractors	April 23, 2015 no later than 2:00 PM

PART I

GENERAL INFORMATION

I-1. Purpose

This Request for Quotes ("RFQ") provides to those interested in submitting proposals for the subject procurement ("Contractors") sufficient information to enable them to prepare and submit proposals for the Department of Transportation, Bureau of Office Service's consideration on behalf of the Commonwealth of Pennsylvania ("Commonwealth") to satisfy a need for **Wide Area Network (WAN) REDUNDANCY** ("Project").

I-2. Issuing Office

The Department of Transportation, Bureau of Office Service ("Issuing Office") has issued this RFQ on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFQ is Shirley A. Morales, 400 North Street, Harrisburg, PA 17120 and smorales@pa.gov, the Issuing Officer for this RFQ. Please refer all inquiries to the Issuing Officer.

I-3. Scope

This RFQ contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Contractors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFQ.

I-4. Problem Statement

The Department of Transportation facilities provide critical services to the constituents of the Commonwealth. Currently these facilities have a single WAN connection which negatively impacts its ability to serve its customers when there are network outages. To mitigate this, the Department is looking at providing redundant circuits at these locations to ensure 24/7 access for the Department's resources. Additional detail is provided in **Part IV** of this RFQ

I-5. Pre-proposal Conference

The Issuing Office will hold a pre-proposal conference as specified in the Calendar of Events. The purpose of this conference is to provide opportunity for clarification of the RFQ. Contractors should forward all questions to the Issuing Office in accordance with **Part I-6** to ensure adequate time for analysis before the Issuing Office provides an answer. Contractors may also ask questions at the conference. In view of the limited facilities available for the conference, Contractors should limit their representation to two (2) individuals per Contractor. The pre-proposal conference is for information only. Any answers furnished during the conference will not be official until they have been verified, in writing, by the Issuing Office. All questions and written answers will be posted on the Department of General Services' ("DGS") website (www.emarketplace.state.pa.us) as an addendum to, and shall become part of, this RFQ. Attendance at the Pre-proposal Conference is optional.

I-6. Questions and Answers

If a Contractor has any questions regarding this RFQ, the Contractor must submit the questions by email (with the subject line "IT ITQ RFQ 6100031141 Question") to the Issuing Officer. Questions must be submitted via email no later than the date and time specified in the Calendar of Events. The Contractor shall not attempt to contact the Issuing Officer by any other means. The Issuing Officer will post the answers to the DGS website. A Contractor who submits a question *after* the deadline date for receipt of questions indicated on the Calendar of Events assumes the risk that its proposal will not be responsive or competitive because the Commonwealth is not able to respond before the proposal receipt date or in sufficient time for the Contractor to prepare a responsive or competitive proposal. When submitted after the deadline date for receipt of questions indicated on the Calendar of Events, the Issuing Officer *may* respond to questions of an administrative nature by directing the questioning Contractor to specific provisions in the RFQ. To the extent that the Issuing Office decides to respond to a non-administrative question *after* the deadline date for receipt of questions indicated on the Calendar of Events, the answer will be provided to all Contractors through an addendum.

All questions and responses as posted on the DGS website are considered as an addendum to, and part of, this RFQ. Each Contractor shall be responsible to monitor the DGS website for new or revised RFQ information. The Issuing Office shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFQ or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation.

I-7. Addenda to RFQ

If the Issuing Office deems it necessary to revise any part of this RFQ before the proposal response date, the Issuing Office will post an addendum to the DGS website. Answers to the questions asked during the questions and answer period will also be posted to the DGS website as an addendum to the RFQ.

I-8. Electronic Version of RFQ

This RFQ is being made available by electronic means. The Contractor acknowledges and accepts full responsibility to insure that no changes are made to the RFQ or this electronic version of the RFQ. In the event of a conflict between a version of the RFQ in the Contractor's possession and the Issuing Office's version of the RFQ, the Issuing Office's version shall govern.

I-9. Response Date

To be considered, proposals must arrive at the Issuing Office on or before the time and date specified in the RFQ Calendar of Events. Contractors which mail proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the Issuing Office location to which proposals are to be returned is closed on the proposal response date, the deadline for submission shall be automatically extended until the next Commonwealth business day on which the office is open, unless the Issuing Office otherwise notifies Contractors

by posting an Addendum to the RFQ. The time for submission of proposals shall remain the same. Late proposals will not be considered.

I-10. Incurring Costs

The Issuing Office is not liable for any costs the Contractor incurs in preparation and submission of its proposal, in participating in the RFQ process or in anticipation of award of a purchase order.

I-11. Economy Of Preparation

Contractors should prepare proposals simply and economically, providing a straightforward, concise description of the Contractor's ability to meet the requirements of the RFQ.

I-12. Proposals

To be considered, Contractors should submit a complete response to this RFQ to the Issuing Office, using the format provided in Part II, providing seven (7) paper copies of the Technical Submittal and two (2) paper copies of the Cost Submittal. In addition to the paper copies of the proposal, Contractors shall submit two complete and exact copies of the entire proposal (Technical and Cost submittals, along with all requested documents) on separate CD-ROM or Flash drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the paper copy and any spreadsheets must be in Microsoft Excel. The Contractors may not lock or protect any cells or tabs. Contractors should ensure that there is no costing information in the technical submittal. Contractors should not reiterate technical information in the cost submittal. The CD or Flash drive should clearly identify the Contractor and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted. The Contractor shall make no other distribution of its proposal to any other Contractor or Commonwealth official or Commonwealth consultant. Each proposal page should be numbered for ease of reference. An official authorized to bind the Contractor to its provisions must sign the proposal. If the official signs the Proposal Cover Sheet (Appendix A to this RFQ) and the Proposal Cover Sheet is attached to the Contractor's proposal, the requirement will be met. For this RFQ, the proposal must remain valid until a purchase order is issued. If the Issuing Office selects the Contractor's proposal for award, the contents of the selected Contractor's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

Each Contractor submitting a proposal specifically waives any right to withdraw or modify it, except that the Contractor may withdraw its proposal by written notice received at the Issuing Office's address for proposal delivery prior to the exact hour and date specified for proposal receipt. A Contractor or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. A Contractor may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal or sealed modification which complies with the RFQ requirements.

I-13. Alternate Proposals

The Issuing Office will not accept alternate proposals.

I-14. Proposal Contents

A. Confidential Information. The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Contractors' submissions in order to evaluate proposals submitted in response to this RFQ. Accordingly, except as provided herein, Contractors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Contractor who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

B. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania and may be returned only at the Issuing Office's option. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a purchase order. Notwithstanding any Contractor copyright and/or trademark designations contained on proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.

C. Public Disclosure. After the award of a contract pursuant to this RFQ, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests (*See Appendix D, Trade Secret/Confidential Proprietary Information Notice*). Financial capability information submitted in response to **Part II, Section II-8** of this RFQ is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

I-15. Contractor's Representations and Authorizations

By submitting its proposal, each Contractor understands, represents, and acknowledges that:

A. All of the Contractor's information and representations in the proposal are true, correct, material and important, and the Issuing Office may rely upon the contents of the proposal in making an award. The Commonwealth shall treat any misstatement,

omission or misrepresentation as fraudulent concealment of the true facts relating to the proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.

- B.** The Contractor has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Contractor or potential Contractor.
- C.** The Contractor has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is a Contractor or potential Contractor for this RFQ, and the Contractor shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFQ.
- D.** The Contractor has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this purchase order, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- E.** The Contractor makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- F.** To the best knowledge of the person signing the proposal for the Contractor, the Contractor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any Local, State, or Federal governmental agency and have not in the last **four** years been convicted or found liable for any act prohibited by Local, State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Contractor has disclosed in its proposal.
- G.** To the best of the knowledge of the person signing the proposal for the Contractor and except as the Contractor has otherwise disclosed in its proposal, the Contractor has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Contractor that is owed to the Commonwealth.
- H.** The Contractor is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Contractor cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- I.** The Contractor has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal. (*See* Pennsylvania State Adverse Interest Act 71 P.S. § 776.1 et seq.)

J. The selected Contractor, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Contractor's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.

K. The selected Contractor shall not begin to perform until it receives purchase order from the Commonwealth.

I-16. Restriction Of Contact

From the issue date of this RFQ until the Issuing Office selects a proposal for award, the Issuing Officer is the sole point of contact concerning this RFQ. Any violation of this condition may be cause for the Issuing Office to reject the offending Contractor's proposal. If the Issuing Office later discovers that the Contractor has engaged in any violations of this condition, the Issuing Office may reject the offending Contractor's proposal or rescind its purchase order award. Contractors must agree not to distribute any part of their proposals beyond the Issuing Office. A Contractor who shares information contained in its proposal with other Commonwealth personnel and/or competing Contractor personnel may be disqualified.

I-17. Prime Contractor Responsibilities

The selected Contractor will be required to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. The Issuing Office and Project Manager will consider the selected Contractor to be the sole point of contact with regard to contractual and purchase order matters.

I-18. Resources

Contractors shall provide all services, supplies, facilities, and other support necessary to complete the identified work, except as otherwise provided in this **Part I-19**. The Department has assigned one (1) Project Manager, and (2) Network engineers for this project. The Department will not provide any office space or other facilities for the selected Contractor.

I-19. Rejection Of Proposals

The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received in response to this RFQ, or to negotiate separately with competing Contractors.

I-20. Discussions for Clarification

Contractors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and contractor responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to issuance of a purchase order.

I-21. Best and Final Offer (BAFO)

- A. While not required, the Issuing Office reserves the right to conduct discussions with Contractors for the purpose of obtaining “Best and Final Offers.” To obtain Best and Final Offers from Contractors, the Issuing Office may do one or more of the following, in combination and in any order:
1. Schedule oral presentations;
 2. Request revised proposals; and
 3. Enter into pre-selection negotiations.
- B. The following Contractors will **not** be invited by the Issuing Office to submit a Best and Final Offer:
1. Those Contractors which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive.
 2. Those Contractors, which the Issuing Office has determined in accordance with **Part III, Section III-5**, from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the purchase order.
 3. Those Contractors whose score for their technical submittal of the proposal is less than 70% of the total amount of technical points allotted to the technical criterion.
- The Issuing Office may further limit participation in the Best and Final Offers process to those remaining responsible Contractors which the Issuing Office has, within its discretion, determined to be within the top competitive range of responsive proposals.
- C. Evaluation Criteria found in **Part III, Section III-4**, shall also be used to evaluate the Best and Final Offers.

I-22. Notification of Selection

- A. Negotiations. The Issuing Office will notify all Contractors in writing of the Contractor selected for negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office.
- B. Award. Contractors whose proposals are not selected will be notified when negotiations have been successfully completed and the final negotiated purchase order has been issued to the selected Contractor.

I-23. Purchase Order

The selected Contractor will be issued a purchase order with reference to **IT ITQ Contract #4400004480**. The term of the purchase order will commence on the Effective Date and will end in 36 months. No work may begin or be reimbursed prior to issuance

of the purchase order. The selected Contractor will be paid after submitting invoices, provided it is in accordance with the work plan and approved by the Commonwealth Project Manager. Final payment will not be made until all Project work has been successfully completed.

The Commonwealth's Contracting Officer may renew this contract upon the same terms and conditions, incrementally or in one-step, for a period of up to 24 months, by written notification to the selected Contractor by the Contracting Officer. Any renewal will be under the same terms and conditions.

I-24. Debriefing Conferences

Upon notification of award, Contractors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Contractor with other Contractors, other than the position of the Contractor's proposal in relation to all other Contractor proposals.

I-25. News Releases

Contractors shall not issue news releases, internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

I-26. Terms and Conditions

The requirements and terms and conditions of **IT ITQ Contract #4400004480** shall govern the purchase order issued as a result of this RFQ.

I-27. Information Technology Policies

This RFQ is subject to the Information Technology Policies (ITP's) {formerly known as Information Technology Bulletins} issued by the Office of Administration, Office for Information Technology (OA-OIT). ITP's may be found at <http://www.portal.state.pa.us/portal/server.pt?open=512&objID=416&PageID=210791&mode=2>

All proposals must be submitted on the basis that all ITPs are applicable to this procurement. It is the responsibility of the Contractor to read and be familiar with the ITP's. Notwithstanding the foregoing, if the Contractor believes that any ITP is not applicable to this procurement, it must list all such ITP's in its technical response, and explain why it believes the ITP is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITP not be considered to be applicable to the procurement. The Contractor's failure to list an ITP will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITPs.

PART II

PROPOSAL REQUIREMENTS

II-1. General Requirements

Contractors must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFQ. Contractors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. All cost data relating to this proposal should be kept separate from and not included in the Technical Submittal. Each Proposal shall consist of the following **two** separately sealed submittals:

A. Technical Submittal, which shall be a response to RFQ Part II, Sections II-1 through II-9 and ;

B. Cost Submittal, in response to RFQ Part II, Section II-11.

The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Contractor's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFQ.

The Issuing Office may make investigations as deemed necessary to determine the ability of the Contractor to perform the Project, and the Contractor shall furnish to the Issuing Office all requested information and data. The Issuing Office reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Contractor fails to satisfy the Issuing Office that such Contractor is properly qualified to carry out the obligations of the RFQ and to complete the Project as specified.

II-2. Statement of the Problem

State in succinct terms your understanding of the problem presented or the service required by this RFQ.

II-3. Management Summary

Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided.

II-4. Work Plan

Describe in narrative form your technical plan for accomplishing the work. Use the task descriptions in **Part IV** of this RFQ as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of person hours allocated to each task. Include a Program Evaluation and Review Technique (PERT) or similar type display, time related, showing each event. If more than one approach is apparent, comment on why you chose this approach.

II-5. Prior Experience

Include experience in WAN Redundancy. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

II-6. Personnel

Include the number of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the Project.

The Department identifies Key Personnel as follows:

- **Contract Manager**
The Contractor's proposed Contract Manager will be responsible for the administration of all work performed by this contract; and will be the primary point of contact between the selected Contractor and the Department's Project Manager.
- **Technical/Developer Contract Manager**
The selected Contractor's proposed Technical/Developer Contract Manager will be responsible for all of the Contractor's development and modification recommendations and decisions on this contract.
- **Technician(s)/Installer(s)**
The selected Contractor's proposed Technician(s)/Installer(s) for the install and monitoring as outlined in IV-4-Tasks.

For key personnel, include the employee's name and, through a resume or similar document, the Project personnel's education and experience in WAN Redundancy. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. Identify by name any subcontractors you intend to use and the services they will perform.

Resumes are not to include personal information that will, or will be likely to, require redaction prior to release of the proposal under the Pennsylvania Right to Know Law. This includes home addresses and phone numbers, Social Security Numbers, Drivers' License numbers or numbers from state ID cards issued in lieu of a Drivers' License, financial account numbers, etc. If the Commonwealth requires any of this information for security verification or other purposes, the information will be requested separately and as necessary.

II-7. Training

If appropriate, indicate recommended training of agency personnel. Include the agency personnel to be trained, the number to be trained, duration of the program, place of

training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

II-8. Financial Capability

Describe your company's financial stability and economic capability to perform the Project requirements. Provide your company's financial statements for the past two (2) fiscal years. If your company is a publicly traded company, please provide a link to your financial records on your company website; otherwise, provide two (2) years of your company's financial documents such as audited financial statements. Financial statements must include the company's Balance Sheet and Income Statement or Profit/Loss Statements. Also include a Dun & Bradstreet comprehensive report if available. The Commonwealth reserves the right to request additional information it deems necessary to evaluate a Contractor's financial capability.

II-9. Emergency Preparedness

To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services.

A. Describe how Contractor anticipates such a crisis will impact its operations.

B. Describe Contractor's emergency response continuity of operations plan. Attach a copy of the plan, or at a minimum, summarize how the plan addresses the following aspects of pandemic preparedness:

- 1.** Employee training (describe Contractor's training plan, and how frequently it will be shared with employees)
- 2.** Identified essential business functions and key employees (within Contractor's organization) necessary to carry them out
- 3.** Contingency plans for:
 - a.** How Contractor will handle staffing issues when a portion of key employees are incapacitated due to illness.
 - b.** How Contractor employees will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
- 4.** How Contractor will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.

5. How and when Contractor's emergency plan will be tested, and if the plan will be tested by a third-party.

II-10. Diverse Business Participation Submittal

Documentation of good faith efforts to solicit subcontractors that are diverse businesses (DBs) shall be made by the contractor and be subject to the concurrence of the Department. A list of the requirements constituting good faith efforts and additional information concerning DB participation in this contract is contained in **Appendix W**, entitled "Diverse Business Participation for Non-Federally Funded Projects".

II-11. Cost Submittal

The information requested in this **Part II-11** and **Appendix C (Cost Matrix)** shall constitute the Cost Submittal. The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal and kept separate from the technical submittal. The total proposed cost must be broken down into the components listed on **Appendix C**.

Contractors should **not** include any assumptions in their Cost Submittals. If the selected Contractor includes assumptions in its Cost Submittal, the Issuing Office may reject the proposal. Contractors should direct in writing to the Issuing Office pursuant to **Part I, Section I-9**, of this RFP any questions about whether a cost or other component is included or applies. All Contractors will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

Costs quoted in **Appendix C – Cost Submittal** shall be an individual unit price based on estimated quantities. Estimated quantities listed in **Appendix C – Cost Submittal** are estimated, based on historical data, and are not guaranteed. Estimated quantities may be changed based on the need of the program. The Department reserves the right to request a change in quantities for any of the deliverables as identified in **Appendix C – Cost Submittal**.

TASK 1: Potential Contractors shall provide a one-time all inclusive cost per site that includes, but is not limited to, any and all necessary labor, materials, technical expertise, travel, etc. required for the successful installation of fully functional and operation sites as shown on **Appendix C**. Refer to **Appendix C – Cost Matrix**, for input of monthly cost per site for this task.

TASK 2: Potential Contractors shall provide a monthly all inclusive cost per site that includes, but is not limited to, any and all necessary labor, materials, technical expertise, travel, etc. required to provide monthly service to the fully functional and operational approved sites from **TASK 1** as shown on **Appendix C**. Refer to **Appendix C – Cost Matrix**, for input of monthly cost per site for this task.

TASK 3: Contractors shall provide a unit cost as shown in **Appendix C – Cost Submittal**. The unit cost shall be all inclusive of costs necessary to provide services as described in Task 3 and as set forth in Part IV of the RFP.

Contractors should **not** include any assumptions in their cost submittals. If the Contractor includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Contractors should direct in writing to the Issuing Office pursuant to **Part I, Section I-6** of this RFQ, any questions about whether a cost or other component is included or applies. All Contractors will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

The Commonwealth will reimburse the selected Contractor for work satisfactorily performed after issuance of a purchase order and the start of the purchase order term, in accordance with purchase order requirements.

II-12. Domestic Workforce Utilization

Contractors must complete and sign the Domestic Workforce Utilization Certification attached to this RFQ as **Appendix B**. Contractors who seek consideration for the Domestic Workforce Utilization Certification criterion must complete, sign, and submit the Domestic Workforce Utilization Certification Form in the same sealed envelope with the Technical Submittal.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements

To be eligible for evaluation, a proposal must:

- A. Be timely received from a Contractor; and
- B. Properly signed by the Contractor.

III-2. Technical Nonconforming Proposals

The Mandatory Responsiveness Requirements set forth in Part III-1 above (a-b) are the only RFQ requirements that the Commonwealth will consider to be *non-waivable*. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in a Contractor's proposal, (2) allow the Contractor to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Contractor's proposal.

III-3. Evaluation

The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, BSBO will evaluate the Small Diverse Business participation submittal and provide the Issuing Office with a rating for this component of each proposal. The Issuing Office will notify in writing of its selection for negotiation the responsible Contractor whose proposal is determined to be the most advantageous to the Commonwealth as determined by the Issuing Office after taking into consideration all of the evaluation factors.

III-4. Evaluation Criteria

The following criteria will be used in evaluating each proposal:

A. Technical:

The Issuing Office has established the weight for the Technical criterion for this RFQ as **70%** of the total points. Evaluation will be based upon the following in order of importance:

- i) **Understanding the Problem.** This refers to the Contractor's understanding of the Department's needs that generated the RFQ, of the Department's objectives in asking for the services or undertaking the study, and the nature and scope of the work involved.
- ii) **Contractor Qualifications.** This refers to the ability of the Contractor to meet the terms of the RFQ, especially the time constraints and quality, relevancy, and regency of studies and projects completed by the Contractor. This also includes the Contractor's financial ability to undertake a project of this size.

iii) **Soundness of Approach.** Emphasis here is on the techniques for collecting and analyzing data, sequence and relationship of major steps, and methods for managing the study/service.

iv) **Personnel Qualifications.** This refers to the competence of professional personnel who would be assigned to the project by the Contractor. Qualifications of professional personnel will be measured by experience and education, with particular reference to experience on studies/services similar to that described in the RFQ. Particular emphasis is placed on the qualifications of the Contractor's Contract Manager and technical staff.

The final Technical scores are determined by giving the maximum number of technical points available to the proposal with the highest raw technical score. The remaining proposals are rated by applying the Technical Scoring Formula set forth at the following webpage:

http://www.portal.state.pa.us/portal/server.pt/community/RFQ_scoring_formulas_overview/20124.

B. Cost:

The Issuing Office has established the weight for the Cost criterion for this RFQ as **30%** of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage:

http://www.portal.state.pa.us/portal/server.pt/community/RFQ_scoring_formulas_overview/20124

C. Domestic Workforce Utilization:

Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFQ. The maximum amount of bonus points available for this criterion is three percent (3%) of the total points for this RFQ.

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the purchase order. Maximum consideration will be given to those Contractors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. See the following webpage for the Domestic Workforce Utilization Formula:

http://www.portal.state.pa.us/portal/server.pt/community/RFQ_scoring_formulas_overview/20124. Contractors who seek consideration for this criterion must submit in

hardcopy the signed Domestic Workforce Utilization Certification Form in the same sealed envelope with the Technical Submittal. The certification will be included as a contractual obligation when the purchase order is issued.

III-5. Contractor Responsibility

To be responsible, a Contractor must submit a responsive proposal and possess the capability to fully perform the purchase order requirements in all respects and the integrity and reliability to assure good faith performance of the purchase order.

In order for a Contractor to be considered responsible for this RFQ and therefore eligible for selection for best and final offers or selection for purchase order negotiations:

- A.** The total score for the technical submittal of the Contractor's proposal must be greater than or equal to **70%** of the **available technical points**; and
- B.** The Contractor's financial information must demonstrate that the Contractor possesses the financial capability to assure good faith performance of the contract. The Issuing Office will review the Contractor's previous two audited annual financial statements, any additional information received from the Contractor, and any other publicly-available financial information concerning the Contractor, and assess each Contractor's financial capacity based on calculating and analyzing various financial ratios, and comparison with industry standards and trends.

A Contractor which fails to demonstrate sufficient financial capability to assure good faith performance of the purchase order as specified herein may be considered by the Issuing Office, in its sole discretion, for Best and Final Offers or purchase order negotiations contingent upon such Contractor providing purchase order performance security, in a form acceptable to the Issuing Office, for twenty percent (20%) of the proposed value of the base term of the purchase order. Based on the financial condition of the Contractor, the Issuing Office may require a certified or bank (cashier's) check, letter of credit, or a performance bond conditioned upon the faithful performance of the purchase order by the Contractor. The required performance security must be issued or executed by a bank or surety company authorized to do business in the Commonwealth. The cost of the required performance security will be the sole responsibility of the Contractor and cannot increase the Contractor's cost proposal or the purchase order cost to the Commonwealth.

Further, the Issuing Office will award a purchase order only to a Contractor determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, Contractor Responsibility Program.

III-6. Final Ranking and Award

- A.** After any best and final offer process conducted, the Issuing Office will combine the Evaluation Committee's final technical scores, the final cost scores, and (when applicable) the domestic workforce utilization scores, in accordance with the relative weights assigned to these areas as set forth in this Part.

- B.** The Issuing Office will rank responsible Contractors according to the total overall score assigned to each, in descending order.

- C.** The Issuing Office must select for purchase order negotiations the Contractor with the highest overall score; PROVIDED, HOWEVER, THAT AN AWARD WILL NOT BE MADE TO A CONTRACTOR WHOSE PROPOSAL RECEIVED THE LOWEST TECHNICAL SCORE AND HAD THE LOWEST COST SCORE OF THE RESPONSIVE PROPOSALS RECEIVED FROM RESPONSIBLE CONTRACTORS. IN THE EVENT SUCH A PROPOSAL ACHIEVES THE HIGHEST OVERALL SCORE, IT SHALL BE ELIMINATED FROM CONSIDERATION AND AWARD SHALL BE MADE TO THE CONTRACTOR WITH THE NEXT HIGHEST OVERALL SCORE.

- D.** The Issuing Office has the discretion to reject all proposals or cancel the request for quotations, at any time prior to the time a purchase order is issued, when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the purchase order file.

PART IV

WORK STATEMENT

IV-1. Objectives

- a) **General.** The Department is looking to provide redundant circuits to its facilities that have a single Wide Area Network (WAN) connection. The Department is looking to ensure that these sites have 24/7 access.
- b) **Specific.** The Department facilities provide critical services to the constituents of the Commonwealth. Currently these facilities have a single WAN connection which negatively impacts its ability to serve its customers when there are network outages. To mitigate this, the Department is looking at providing redundant circuits at these locations to ensure 24/7 access for the Department resources.

IV-2. Requirements

CONFIRMATION OF SERVICES

1. The selected Contractor must submit a Confirmation of Service, OS-501 (**Appendix F**) form to the Department's Project Manager to confirm services have been rendered. All supporting invoice documentation should be submitted with the OS-501. This shall be done monthly.
 - i. The selected Contractor must submit the OS-501 to the Department Project Manager by the 15th day of the following month. For example, work completed in October should be submitted by November 15th).
 - ii. The selected Contractor must show any credits owed to The Department on the OS-501.
 - iii. The OS-501 must contain a supporting document that shows work has been completed to match the fully executed Purchase Order.
2. The Department's Project Manager will review the OS-501 for accuracy will approve the OS-501 or request revisions in accordance with the Purchase Order (PO), Specifications or Terms and Conditions of the Contract/PO. The Department's Project Manager will sign the OS-501 as acceptance of service and will forward to the Department's Receiver for entry of Goods Receipts (GRs). The Department Receiver will sign the OS-501 upon completion of the GR entries.
 - i. All rejected OS-501's will be returned to the selected Contractor with items to be corrected. The selected Contractor is responsible for

correcting all errors identified and resubmitting the OS-501 to the Department Project Manager for review.

3. Once the OS-501 contains all three (3) signatures (i.e., selected Contractor, the Department's Project Manager, and the Department's Receiver), the selected Contractor will receive a copy for their records.
4. The fully signed OS-501 is the Department's approval for the selected Contractor to create an invoice that contains information on the OS-501 and mail the invoice to the "Bill To" address as shown on the fully executed Purchase Order. All charges on a submitted invoice must be directly related to work performed on all identified tasks. More information regarding invoice requirements may be found at:

http://www.budget.state.pa.us/portal/server.pt/community/vendor_services/10661/procurement_vendor_information/560980

IV-3. Tasks

TASK 1 – SITE INSTALLATIONS

The selected Contractor must install any and all necessary fiber and network hardware in phases to each site to provide each site the requested bandwidth as shown on **Appendix C – Cost Matrix**. The Department expects the selected Contractor to provide, at a minimum, the following for each of the WAN locations:

1. Install owned or leased fiber from pole to the server room.
2. Install owned Ethernet switch in the Department owned rack.
3. Provide Copper or Fiber handoff from owned Ethernet switch to the Department owned router or switch depending on location and chosen by Department.
4. Provide Ethernet Layer 2 WAN connection to each of the sites on the Appendix C Phase Site List with bandwidth as listed per site on attached sheet.
5. Bandwidth must be offered in a minimum of 1Gbps, 200Mbps, and 10Mbps.
6. The Contractor will provide proactive 24x7 monitoring services included in the MRC as detailed in the attached sheet as detailed for each location.
7. Included in the MRC for each site Contractor will provide the above detailed services for WAN redundancy at each of the listed sites.
8. The Contractor will allow the Department to roll out the above mentioned services at the locations on the attached sheet in a Phased approach.
9. The Department will evaluate the above criteria for each phase to make a determination to move forward with future phases.

Upon completion of a fully functional and operational installation for each site during each Phase, the Department's Project Manager will need to accept the installation as complete. Once accepted by the Department, the Department's Project Manager will instruct the selected Contractor to submit account for the site on the monthly OS-501, per **Part IV-2** above.

NOTE: The selected Contractor may not proceed from one Phase to another without first having the approval to do so from the Department's Project Manager.

Deliverable: Installation of fully functional and operation site(s).

TASK 2 – MONTHLY RECURRING CHARGES

Upon acceptance, monthly recurring charges for the circuit at each site shall commence with the acceptance by the Department of the first fully operational site. No partial months will be paid.

Example:

Circuit at Site A is installed and accepted by the Department January 15. Monthly service will begin February 1. The selected Contractor will submit the monthly charge to the Department on the monthly OS-501, per **Part IV-2** above, March for one (1) full month of service for the month of February. The Department would not pay for the partial month of January.

Deliverable: Provide any and all monthly services to keep each site fully functional and operational.

TASK 3 – ADDITIONAL WORK

The site listing as shown on **Appendix C – Cost Matrix** is the most up to date list. The Department reserves the right to add new sites, close current sites, and/or move a site from one location to another. The selected Contractor must install, move or remove necessary fiber and network hardware to each site that is opened, closed or moved when requested by The Department. Any site that is closed will be at the expense of the selected Contractor and at no cost to the Department. Historically, the Department has had between 2-10 site moves, adds, or changes per year.

IV-4. Reports and Project Control

a) **Task Plan.** A work plan for each task that identifies the work elements of each task, the resources assigned to the task, and the time allotted to each element and the deliverable items to be produced. Where appropriate, a PERT or GANTT chart display should be used to show project, task, and time relationship.

- b) Status Report.** A periodic weekly progress report covering activities, problems and recommendations. This report should be keyed to the work plan the selected Contractor developed in its proposal, as amended or approved by the Commonwealth.
- c) Problem Identification Report.** On a monthly basis the selected Contractor should supply an outage report. In the report there should be a list of any site that had a circuit with any down time or time of degraded service (including bouncing circuits or errored seconds), by circuit and the amount of down time or time of degraded service on that circuit(s) during that month.
- d) Monthly Report.** On a monthly basis the selected Contractor must supply the Department with a detailed list of all sites currently installed on the contract to include at a minimum location, service type, monthly recurring charges at each location as well as any onetime charges for installation that will be billed during that month by location.

IV-5. Service Level Agreements (SLAs)

Service Level Agreements (SLAs) will be assessed based on the following criteria:

- a)** For any circuit down or degraded longer than 4 hours during a month (unless for approved maintenance or the Department cannot provide the Contractor access to the site) the Contractor will credit the Department an amount equal to one quarter of the monthly recurring charge for that circuit. For example, if a circuit at site X is down or degraded for more than 4 hours and the monthly recurring cost for that circuit is One Thousand Dollars (\$1,000.00) the Department will be credited Two Hundred Fifty Dollars (\$250).
- b)** For any circuit down longer than 8 hours during a month (unless for approved maintenance or the Department cannot provide the Contractor access to the site) the Contractor will credit the Department an amount equal to one half of the monthly recurring charge for that circuit. For example, if a circuit at site X is down or degraded for more than 8 hours and the monthly recurring cost for that circuit is One Thousand Dollars (\$1,000.00) the Department will be credited Five Hundred Dollars (\$500).
- c)** For any circuit down longer than 12 hours during a month (unless for approved maintenance or the Department cannot provide the Contractor access to the site) the Contractor will credit the Department the entire months recurring charge for that circuit. For example, if a circuit at site X is down or degraded for more than 12 hours and the monthly recurring cost for that circuit is One Thousand Dollars (\$1,000.00) the Department will be credited One Thousand Dollars (\$1,000.00).
- d)** If both of the circuits are down or degraded at the same time at the Department's hub location (1 Technology Park, Harrisburg PA) for longer than 4 hours in a month (unless for approved maintenance or the Department cannot provide the Contractor access to the site) the Contractor will credit the Department one quarter of the total cost of all of all of the monthly recurring charges for all of the circuits on the contract at the time. For example, if the total monthly cost of all of the circuits is One

Hundred Thousand Dollars (\$100,000.00) the Contractor would credit the Department Twenty-Five Thousand dollars (\$25,000.00).

- e) If both of the circuits are down or degraded at the same time at the Department's hub location (1 Technology Park, Harrisburg PA) for longer than 8 hours in a month (unless for approved maintenance or the Department cannot provide the Contractor access to the site) the Contractor will credit the Department one half of the total cost of all of the monthly recurring charges for all of the circuits on the contract at the time. For example, if the total monthly cost of all of the circuits is One Hundred Thousand Dollars (\$100,000.00) the Contractor would credit the Department \$50,000).
- f) If both of the circuits are down or degraded at the same time at the Department's hub location (1 Technology Park, Harrisburg PA) for longer than 12 hours in a month (unless for approved maintenance or the Department cannot provide the Contractor access to the site) the Contractor will credit the Department the total cost for that month of all the monthly recurring charges for all of the circuits on the contract at the time. For example, if the total monthly cost of all of the circuits is One Hundred Thousand Dollars (\$100,000.00) the Contractor would credit the Department One Hundred Thousand Dollars (\$100,000.00).