

Request for Proposals

Proposals, subject to the conditions contained herein, will be received by ONEIDA COUNTY INFORMATION SERVICES until 3:00 P.M., local time on November 30, 2023 for:

Oneida County Information Technology “Voice and Data Services”

RFP- # 2023-368

Proposals must be submitted to Chuck Klein, Director of Information Technology by email at cklein@ocgov.net. The subject line of the email must contain the RFP number and title.

Proposals received after the deadline will not be accepted.

Copies of the RFP may be examined at no expense at the Oneida County Department of Information Technology, or download from the Oneida County website at <https://ocgov.net/departments/purchasing/rfps/>

The County reserves the right to reject any or all proposals received.

The County of Oneida, to promote its established Affirmative Action Plan, invites proposals from underrepresented groups. This Affirmative Action Policy regarding proposals and contracts applies to all persons without regard to age, race, creed, color, national origin, gender, religion, sexual orientation, disability, military status, marital status, genetic predisposition or carrier status or political affiliation or belief.

Chuck Klein
Director of Information Technology

Dated: October 31, 2023

Oneida County “Voice and Data Services” RFP - #2023-368

PROJECT OVERVIEW

Oneida County is seeking multi-vendor service contracts for voice and data communications. Oneida County is comprised of 39 departments that span over 20 physical locations. When possible, all sites are connected via a private MPLS network. In some instances, VPN tunnels are configured using business class cable services.

Oneida County’s voice network is comprised of 2 SIP trunks that are geographically separate but configured as a single trunk group. We also have several POTS lines for building alarms, fax machines etc.

Oneida County is looking for recommendations to improve services and reduce costs by leveraging the latest technology, resizing underutilized circuits and eliminating unnecessary services.

Those submitting a proposal are required to demonstrate past successful experiences in supporting customers of similar size and nature as Oneida County. The successful proposer(s) will be required to comply with all applicable Oneida County policies; state, federal and local laws and provide evidence of general liability insurance.

PROPOSAL SUBMISSION

Proposals must be received by, Chuck Klein, Director of Information Technology, by email at cklein@ocgov.net. Proposals must be received by November 30, 2023. Proposals received after the deadline will not be accepted.

Copies of the described RFP may be examined at no expense at the department of Oneida County Information Technology or downloaded from the Oneida County website at <https://ocgov.net/departments/purchasing/rfps/>

Oneida County Information Technology reserves the right to reject any or all proposals received.

The County of Oneida, to promote its established Affirmative Action Plan, invites proposals from underrepresented groups. This Affirmative Action Policy regarding proposals and contracts applies to all persons without regard to age, race, creed, color, national origin, gender, religion, sexual orientation, disability, military status, marital status, genetic predisposition or carrier status or political affiliation or belief.

PROPOSAL SPECIFICATIONS

If there are any questions regarding this RFP, please contact Chuck Klein by email at cklein@ocgov.net.

SCOPE OF SERVICES

The County Scope of Services for this proposal includes support for:

Voice services to include but not limited to:

- POTS lines
- PRI/T1
- Direct Inward Dialing (DID) service
- SIP trunking
- Long Distance
- Toll Free services
- Caller ID
- Call forwarding
- PSAP for voice
- SMS text and data

Data services to include but not limited to:

- MPLS
- SD-WAN
- Dark Fiber
- Broadband
- PtP circuits
- Ethernet
- SMS text and data
- High availability data circuits
- Network Operations Center
 - Monitoring/Alerting
 - Reporting
 - Capacity planning
 - Problem resolution
 - 24x7x365 availability

Both Voice and Data categories will include multiple County agencies including but not limited to Emergency Services and Law Enforcement facilities.

NOTE: Proposers should include in their proposals detailed service level plans they can offer for each and every service they have available.

QUALIFICATION REQUIREMENTS OF THE SELECTED PROPOSER(S)

To be considered qualified, respondents must meet the following minimum requirements:

- A. Minimum of three (3) years of experience with voice and data projects of like size and complexity.
- B. Demonstrated fault tolerance and geographic diversity to ensure high availability of services

COST

Proposer(s) shall list all service offerings and their associated costs. These costs should directly relate to the scope of services listed above but are not limited to only these services. Rates may not increase over the duration of the contract.

REPORTING

The successful proposer(s) will be expected to provide the ability for Oneida County Information Technology staff to monitor real time and historic performance information including but not limited to data for utilization, troubleshooting up/downtime, latency etc.

CONTRACT CONSIDERATIONS

1. Oneida County intends to award a multi-vendor contract for these services.
2. The contract will be a form mutually drafted between the County and the selected proposer. The County will not accept any form contract unless it has the ability to review, negotiate, and modify the contract provisions, including those provisions relating to insurance, indemnification, and dispute resolution.
3. The County will require the successful proposer to demonstrate, and as applicable provide certificates evidencing, commercial general liability insurance (\$1 million per occurrence / \$2 million aggregate), workers compensation and employer's liability (statutory limits), business automobile liability insurance (\$1 million each accident), excess/commercial umbrella (\$5 million), cyber liability insurance (\$2 million per occurrence) and professional liability insurance (\$2 million per occurrence).
4. The contract is anticipated to be for three years with two one-year renewal options.
5. Interested companies may contact Chuck Klein, 315-798-6471, or by email at cklein@ocgov.net to clarify the requirements of this RFP prior to proposal submission.
6. This RFP and the successful proposal will become attachments to the resulting contract or agreement. Oneida County takes the issue of privacy and confidentiality very seriously and values the trust you place in us. Please be advised that, all information

contained within County contracts is a public record once you provide it, and may be subject to public inspection and copying if not otherwise protected by federal or state law.

7. All expenses involved with the preparation and submission of proposals, and any work performed in connection therewith, shall be borne by the proposer. No payment will be made for any responses received nor for any other effort required of or made by the o proposer prior to a contract award.
8. All proposers are hereby advised that Oneida County intends to contact references provided as a part of any proposal and may solicit and secure background information based on the information, including references, provided in response to this RFP. By submission of a proposal, all proposers agree to such activity and release Oneida County from all claims arising from such activity. Proposals will be evaluated based on the County's analysis and ranking of each firm's responses relative to the activities described in this RFP.
9. Scoring criteria and weights are as follows:

CRITERIA	MAXIMUM POINTS
a. Strength of experience of personnel	20
b. Proposed service levels and support model	30
c. Fault tolerance and geographic diversity	20
d. Cost	<u>30</u>
TOTAL	100

ELEMENTS OF PROPOSAL

Companies interested in providing Oneida County with Voice and Data Services must provide the following:

1. A narrative describing the company's approach to meeting the requirements summarized in this RFP;
2. A project plan describing all actions, activities, costs and timelines required by the proposer and Oneida County to provide the services sought herein;
3. A description of prior projects showing three (3) years of experience;
4. Summary of Network Operations Center support functions and availability;
5. A sample copy of your standard contract, to be modified by the County;
6. A brief outline of your organization including:
 - a. Full legal name, state of corporation, and headquarters address of the company (no PO boxes allowed),
 - b. Management overview,
 - c. Year company was established, and
 - d. Current number of employees;
7. Three references for organizations that have utilized your services - similar in size and scope to those described in this RFP. Please include the organizations' names, contact names, telephone number and email address for each contact person.
8. A brief outline of all services currently offered by your organization
9. Proposers must complete and return the certifications that accompany this RFP with their proposal responses.

IT IS UNDERSTOOD AND AGREED BY THE OFFEROR THAT:

1. This RFP does not commit the County to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.
2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any Offeror (hereinafter the "Applicant") or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Applicant.
3. Submission of a proposal will be deemed to be the consent of the Applicant to any inquiry made by the County of third parties with regard to the Applicant's experience or other matters relevant to the proposal.
4. The awarded agreement may be terminated in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.
5. Funds shall not be paid in advance and shall be used only for service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.
6. Any significant revision of the approved proposal shall be requested in writing by the Applicant prior to enactment of the change.
7. Necessary records and accounts, including financial and property controls, shall be maintained and made available to County for audit purposes.
8. All reports of investigations, studies, publications, etc., made as a result of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Applicants acknowledge that the County is subject to Article 6 of the Public Officers Law.

All references to time contained in this RFP are Eastern Standard Time.

Legal Name of Organization

Signature

Date

Printed Name

Title

NON-COLLUSION CERTIFICATION

(GML § 103-D)

By submission of this Proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been stated in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer to any other proposer or to any competitor; and
3. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal or the purpose of restricting competition.

I further certify that I have not, nor has my organization, been disqualified to contract with any municipality, including the County of Oneida, and I am, and/or my organization is, in a position to accept any contract subject to the provision of Section 103-d of the General Municipal Law.

Legal Name of Organization

Signature

Date

Printed Name

Title

SEXUAL HARASSMENT PREVENTION CERTIFICATION

(Lab. Law § 201-g)

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that the proposer has, and has implemented, a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of his/her/its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the Labor Law.

Legal Name of Organization

Signature

Date

Printed Name

Title

RECYCLING AND SOLID WASTE MANAGEMENT CERTIFICATION

(Res. No. 249 of 1999)

The Oneida County Board of Legislators at its May 26, 1999, meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that the bidder agrees to:

1. Comply with all applicable Federal, State and Local Statutes, rules and regulations, as may be amended, relating to the generation and disposition of recyclables and solid waste; and
2. Deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority (hereinafter the "Authority"), all wastes and recyclables generated within the Authority's service area by performance of this contract by the bidder and any subcontractors. Upon awarding of this contract, and before work commences, the bidder will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area that are generated by the bidder and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Legal Name of Organization

Signature

Date

Printed Name

Title

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

(GML § 103-g)

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, each bidder, any person signing on behalf of any bidder and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that to the best of his/her/its knowledge and belief, that each bidder and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a (3) (b).

Additionally, the bidder is advised that any bidder seeking to renew, extend or assume a contract award in response to this solicitation, must certify at the time the contract is renewed, extended or assigned, that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment that is in violation of the Act within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder in default.

The County reserves the right to reject any bid from, or request for assignment for, a bidder that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any bidder that is awarded a contract and subsequently appears on the Prohibited Entities List.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not identified on the Prohibited Entities List.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Legal Name of Organization

Signature

Date

Printed Name

Title

PURCHASE OF TROPICAL HARDWOODS PROHIBITION CERTIFICATION

(SFL § 165)

Pursuant to Section 165 of the State Finance Law, any bid, proposal or other response to a solicitation for bid or proposal that proposes or calls for the use of any tropical hardwood or wood product as defined by Section 165 of the State Finance Law in performance of the contract shall be deemed non-responsive.

This prohibition shall not apply to:

1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or
2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or
3. Where the contracting officer finds that:
 - a) No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or
 - b) The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or
 - c) The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not submitting a bid which would be deemed non-responsive.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Legal Name of Organization

Signature

Date

Printed Name

Title