



**DASNY**

**ANDREW M. CUOMO**  
Governor

**ALFONSO L. CARNEY, JR.**  
Chair

**REUBEN R. MCDANIEL, III**  
President & CEO

# SECTION A

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**ALBANY (HEADQUARTERS):** 515 Broadway, Albany, NY 12207 | 518-257-3000  
**NEW YORK CITY:** One Penn Plaza, 52nd Floor, New York, NY 10119 | 212-273-5000  
**BUFFALO:** 539 Franklin Street, Buffalo, NY 14202 | 716-566-4400  
**ROCHESTER:** 3495 Winton Place, Building C, Suite 1, Rochester, NY 14623 | 585-461-8400

**DORMITORY AUTHORITY STATE OF NEW YORK**  
**WE FINANCE, DESIGN & BUILD**  
**NEW YORK'S FUTURE.**  
[www.dasny.org](http://www.dasny.org)



**DASNY**

<b><u>BID NO.:</u></b> 697	<b><u>PROJECT NAME &amp; LOCATION:</u></b> DASNY Offices - Network Segmentation Albany, NY; New York, NY; and Rochester, NY
<b><u>Description:</u></b> Provide Network Segmentation Services	
<b><u>Bid Open Location:</u></b> DASNY 515 Broadway, Albany, NY 12207	
<b><u>Bid Open Date:</u></b> April 29, 2021	<b><u>Contact:</u></b> Kristen Costello
<b><u>Bid Open Time:</u></b> 2:30 p.m.	

**NOTICE TO BIDDERS**

**MAIL BIDS EARLY**

Sealed bids will be received by DASNY at the above address for the items listed in the attached Bid Breakdown and Schedule. When submitting your bid you must:

1. Prepare your bid on the attached Bid Breakdown and Schedule. Return one signed original of the Bid Breakdown and Schedule
2. If your bid deviates from Specifications, explain such deviations or qualifications on your letterhead, setting forth therein such explanations, and attach them to the Bid Breakdown and Schedule.
3. Submission of a bid constitutes full knowledge and acceptance of all provisions of the Notice to Bidders, all information referenced in the Purchasing General Conditions, Supplemental and Detailed Specifications, the Bid Submission and any Supplemental General Requirements contained herein, as well as any addenda issued in relation to the Invitation for Bids.
4. Each bid shall bear on the outside of the envelope the name of the bidder, address, telephone number and designated as a bid for the following:

DASNY Bid No. 697  
Bid Opening Date: April 29, 2021 @ 2:30PM  
Return to:  
DASNY  
Attn: Purchasing Unit  
515 Broadway  
Albany, NY 12207-2964

Bid No.: 697

When a sealed bid is placed inside another delivery jacket, the bid delivery jacket must be clearly marked on the outside “**BID ENCLOSED**” and “**ATTENTION: PURCHASING UNIT**”. The Dormitory Authority will not be responsible for receipt of bids which do not comply with these instructions.

5. Mail bid responses early in order for them to be received before the time of the bid opening. **Late bids will be automatically rejected.** Individuals submitting bids in person or by private delivery services should allow sufficient time for processing through building security to assure that the bids are received prior to the deadline for submitting bids. All individuals who plan to attend bid openings will be required to present government-issued picture identification to building security officials and obtain a visitor’s pass prior to attending the bid opening.
  
6. In accordance with State Finance Law § 139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between Dormitory Authority personnel and an Offerer during this procurement process. Designated contact for this solicitation is:  
Select One , at Dormitory Authority – State of New York, 515 Broadway, Albany, NY 12207, Select One. Contacts made to other Dormitory Authority Personnel regarding this procurement may disqualify the Offerer and affect future procurements with governmental entities in the State of New York. Please refer to the Authority’s website [www.dasny.org](http://www.dasny.org) for Authority policy and procedures regarding this law, or the NYS office of General Services website [www.ogs.ny.gov/BU/PC/](http://www.ogs.ny.gov/BU/PC/) for more information about this law.



Bid No.: 697

**If you are not submitting a bid it is requested that you complete and return the lower portion of this form**

*(Please check all that apply and provide comments in the space provided, if necessary)*

- We are not Submitting a bid.
- We Request removal of our name from the mailing list.
- Location of the job site.
- Commodity is not carried by our company.
- Scope is too large.

Other/Additional Explanation: \_\_\_\_\_  
\_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

ADDRESS \_\_\_\_\_

:	Street	City	State	Zip
	Telephone			

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Official Title

## **CLAUSES PURSUANT TO THE OMNIBUS PROCUREMENT ACT OF 1992**

It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and woman-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York subcontractors and supplies is available from:

Empire State Development  
Small Business Division  
30 South Pearl Street, 7<sup>th</sup> Floor  
Albany, NY 12207  
Phone: (800) 782-8369

A directory of minority and woman-owned business enterprises is available from:

Empire State Development  
Division of Minority and Women Business Development  
30 South Pearl Street  
Albany, NY 12207  
Phone: (518) 292-5250

Online Directory: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

DASNY maintains a directory of minority and women-owned business enterprises:  
<http://www.dasny.org/construc/mwsberreg/index.php>

The contractor acknowledges notice that New York State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

DASNY encourages the use of recycled Materials in the manufacturing process. To that end, the recycled product must meet the same codes, specifications and standards the non-recycled materials do, including requirements for cost, installation, aesthetics, availability and maintenance.

The Omnibus Procurement Act of 1992 and § 2879 of the NYS Public Authorities Law require that by signing this bid, contractors certify that whenever the total bid amount is greater than \$1 million:

1. The contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and Subcontractors on this project, and has retained the documentation of these efforts to be provided upon request to the State. If the contractor determines that NYS business enterprises are not available to participate on the contract as subcontractors or suppliers, the contractor shall provide a statement indicating the method by which such determination was made. If the contractor does not intend to use subcontractors, contractor shall provide a statement verifying such;
2. The contractor has complied with the Federal Equal Opportunity Act of 1972 (PL 92-261), as amended; and
3. The contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The contractor agrees to document these efforts and to provide said documentation to the State upon request.

**DASNY is required by law to notify the NYS Department of Economic Development of any procurement contract for one million dollars or more that is to be awarded to an out-of-state vendor. This notice must be done simultaneous to the notification of award provided to the vendor. A purchase order or contract cannot be issued until fifteen (15) days after such notification is provided.**



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## GENERAL SPECIFICATIONS

- (1) The enclosed Purchasing General Conditions are hereby incorporated by reference. Submission of a bid response shall constitute acceptance of such conditions. Any exceptions/clarifications/qualifications to these conditions or other specifications and/or requirements contained herein must be clearly stated in the bid response and, depending upon the nature of such, may be grounds for rejection of your bid.
- (2) Bids must be submitted in the bidder's full legal name, or the bidder's full legal name plus a registered assumed name, if any.
- (3) All NYS bidders are required to be registered to do business with the NYS Department of State or their local County Clerk, whichever is applicable.
- (4) All out-of-state bidders will be required to provide proof of registration to do business in their state. All out-of-state bidders that "do business in New York State" **MUST BE REGISTERED WITH THE NYS DEPARTMENT OF STATE**. Please contact the NYS Department of State at (518) 473-2492. Information is available at the DOS website: [www.dos.ny.gov](http://www.dos.ny.gov)
- (5) DASNY is required by law to notify the Empire State Development of any procurement contract for one million dollars or more that is to be awarded to an out-of-state vendor. This notice must be done simultaneous to the notification of award provided to the vendor. A purchase order or contract cannot be issued until fifteen (15) days after such notification is provided.
- (6) Empire State Development is required by law to identify states and other jurisdictions that impose preferences or other penalties against New York bidders. DASNY is precluded from soliciting bids or entering into procurement contracts with companies that have their principal place of business located in one of the listed jurisdictions, unless the procurement is for a product that is substantially manufactured in New York State or the services are to be performed in New York State. Currently, this list of jurisdictions includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming.
- (7) Unless otherwise indicated, any reference to brands or model numbers is intended to establish a standard. Items of all manufacturers will be considered, provided the item is determined to meet or exceed the required specification. DASNY's decision as to whether a substitute item meets specification will be final. Your attention is directed to Article II-7, Page 5 of the General Conditions. In order to evaluate substitute items, detailed specifications must be submitted for any product that is other than the one(s) specified in the bid.



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## GENERAL SPECIFICATIONS CONTINUED

- (8) Unless otherwise noted, guarantee on all items is to be one year as detailed in Article XVI of the General Conditions
- (9) All upholstered furniture and drapery panels and lining must meet strict flammability requirements. Standards applicable to this bid, if any, will be delineated in the Detailed Specifications.
- (10) LABOR/TRADES - Any labor, materials or means whose employment, or utilization during the course of this contract, shall not in any way cause or result in strike, work stoppages, delays, suspension of work; or similar troubles by workers employed by this contractor or his subcontractors, or by any of the trades working in or about the buildings and premises where work is being performed. Any violation by the contractor of this requirement may in the sole judgment of DASNY be considered as proper and sufficient cause for declaring the contractor to be in default, and for the owner to take action against him as set forth in the Purchasing General Conditions, Article VIII, "Termination", or such other action as DASNY may deem proper.
- (11) Bid results are available on the DASNY website ([www.DASNY.org](http://www.DASNY.org)). Bid results will not be given over the phone.
- (12) If you are a NYS Certified Minority or Women Owned Business, please include a copy of your certification with the bid.





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## SUPPLEMENTAL SPECIFICATIONS

**The following items are attached for informational purposes. Referenced documents need not be returned with the proposal.** These documents are only applicable to the successful bidder and the ensuing procurement contract. Documents are only applicable to the successful bidder and the ensuing procurement contract. Documents applicable to the procurement that will result from this Invitation for Bids are designated by a check box (☒). Unless otherwise indicated, the referenced documents are located at the end of this Invitation for Bids.

- Purchasing General Conditions** – The DASNY Purchasing General Conditions contains terms and conditions of purchases made by DASNY. It is recommended that this document be reviewed fully.
- M/WBE Utilization Plan and Request for Waiver** - Minority and Women-Owned Business Enterprise (M/WBE) goals for this project are 0% and 0%, respectively. The successful bidder shall be required to complete a Utilization Plan or Request for Waiver, to be approved by DASNY’s Opportunity Programs Group. Reference Purchasing General Conditions, Article XIX, Affirmative Action for Contracts Mr. Michael Clay, DASNY Opportunity Programs Group at (518) 257-3464, is available to assist all bidders in attaining these goals. *Reference the enclosed “Good Faith Efforts Guidelines”.*
- Supplemental General Requirements** – Attached (if applicable) are the Supplemental General Requirements (SGRs) which provide important logistical information and additional conditions which govern this procurement. Please read these SGRs carefully.
- Form of DASNY Contract** – The procurement resulting from the Invitation for Bids will be executed through a DASNY purchase order and a related contract. The contract executed with the successful bidder will be in the same substantial form as the attached “Form of Contract”. Note that this Invitation for Bids and any response to such will be annexed as binding terms of the purchase agreement.
- Certificate of Insurance** (*sample enclosed*) – The successful bidder will be required to provide a Certificate of Insurance pursuant to Article XIV of the enclosed Purchasing General Conditions. The certificate shall name DASNY and other designated parties as additional insureds.

**SUPPLEMENTAL SPECIFICATIONS CONTINUED**

- Worker’s Compensation / Disability Insurance** – The successful proposer will be required to provide specific documentation with respect to Worker’s Compensation and Disability Insurance pursuant to Article XIV of the enclosed Purchasing General Conditions. Requirements are detailed in the enclosed “Workers’ Compensation and Disability Benefits Requirements” document.
  
- Prevailing Wage Schedule** – NYS Labor Law requires all wages paid by contractors and subcontractors on public work projects be paid at the prevailing wage rates. Enclosed is the current rate schedule for the appropriate county. Contractors and Subcontractors are responsible for obtaining current rates throughout the course of the project. The NYS Department of Labor (NYS DOL) updates these rates on July 1st of each year. Current rates can be obtained on the NYS DOL website ([www.labor.state.ny.us](http://www.labor.state.ny.us)) or by fax at (518) 485-1870. Note that an executed Contractor and Subcontractor Certification and certified payrolls, which include the hours and days worked by each workman, laborer or mechanic, the occupation at which he worked, the hourly wage rate paid and the supplements paid or provided, must be submitted with each and every payment requisition. **DASNY will not process an invoice without this information.** Forms are available on the DASNY website:  
<http://www.dasny.org/construc/forms2/vendors.php>
  
- Labor and Material Payment Bond** – The successful bidder must be prepared to provide surety bonds prior to award in accordance with Article XIV of the DASNY Purchasing General Conditions. The costs of these bonds are to be separately stated in the total bid price as indicated on the Bid Breakdown and Schedule.
  
- Performance Bond** – The Successful bidder must be prepared to provide surety bonds prior to award in accordance with Article XIV of DASNY Purchasing General Conditions. The costs of these bonds are to be separately stated in the total bid price as indicated on the Bid Breakdown and Schedule.
  
- Standard Vendor Responsibility Questionnaire (SVRQ)** – The successful proposer, in accordance with Article XXII of DASNY Purchasing General Conditions, will be required to complete the enclosed SVRQ. The award of a contract will be subject to a review of the information contained in these forms.



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## Supplemental General Requirements

### REQUESTS FOR INFORMATION “RFI’S”

All RFI’s shall be submitted to [KCOSTELL@DASNY.ORG](mailto:KCOSTELL@DASNY.ORG). RFI’S are due by COB April 15, 2021. Responses to RFI’s will be posted to DASNY’s website no later than April 19, 2021.

### NETWORK DIAGRAMS

TO REQUEST NETWORK DIAGRAMS FOR THIS PROCUREMENT, SEND A REQUEST TO [KCOSTELL@DASNY.ORG](mailto:KCOSTELL@DASNY.ORG). BIDDERS SHALL SIGN AND SUBMIT A NON-DISCLOSURE AGREEMENT “NDA”. SEE ATTACHED. UPON RECEIPT OF THE SIGNED NDA, BIDDERS WILL BE PROVIDED WITH THE NETWORK DIAGRAMS VIA EMAIL.

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**ALBANY (HEADQUARTERS):** 515 Broadway, Albany, NY 12207 | 518-257-3000  
**NEW YORK CITY:** One Penn Plaza, 52nd Floor, New York, NY 10119 | 212-273-5000  
**BUFFALO:** 539 Franklin Street, Buffalo, NY 14202 | 716-884-9780  
**ROCHESTER:** 3495 Winton Place, Building C, Suite 1, Rochester, NY 14623 | 585-461-8400

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## NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (“**Agreement**”) is made this [ ] day of [ ], 2021 (the “**Effective Date**”) by and between the **Dormitory Authority of the State of New York** (“**DASNY**”) and \_\_\_\_\_ (**BIDDER**), a [joint venture][limited liability company][corporation] of the State of [State of formation] having its principal place of business located at [Address] (“**Bidder**”). Hereinafter, DASNY and Counterparty are referred to individually as a “**Party**” or collectively as the “**Parties**.”

1. Purpose of Disclosure. In the course of dealings (“**Business Relationship**”) between DASNY and Bidder concerning the potential or continuing supply of goods or provisions of services by Bidder to DASNY, the Parties may have access to or have disclosed to each other information that is of a confidential nature (“**Confidential Information**”) (as hereinafter defined).

In order to protect the interests of both Parties and protect the information alleged by each to be confidential and proprietary, the Parties enter into this Agreement.

2. Definition of Confidential Information. “**Confidential Information**” as used in this Agreement is defined as any and all nonpublic information without regard to form or method of delivery that is disclosed by one Party, its board members, officers, directors, employees, and affiliates, or by such Party’s agents or consultants that are under a written obligation of confidentiality to it (collectively, the “**Disclosing Party**”) to the other Party, its respective board members, officers, directors, employees, and affiliates, or to such Party’s agents or consultants that are under a written obligation of confidentiality to it (collectively, the “**Receiving Party**”) that is:

- a. Strategic information, financial statements, information or projections, business plans, data, business records, customer lists, supplier agreements, partnership or joint venture agreements, engineering specifications, drawings, studies, sales and marketing plans, policies and procedures, information relating to processes, techniques, technologies, software programs, source code, schematics, designs, or theory and/or other customer information concerning the Business Relationship or the Parties including, but not limited to, any processes, technologies, accounting, purchasing, inventory, energy usage and any or all other confidential or proprietary information that has been classified, marked or announced as confidential; or
- b. Any information that because of the circumstances of disclosure or the nature of the information itself, shall be reasonably understood to be confidential and proprietary to Disclosing Party.

3. Exceptions. Notwithstanding the foregoing, information provided to Receiving Party by Disclosing Party shall not be treated as Confidential Information if Receiving Party can demonstrate that such Confidential Information:

- a. was already in the possession of Receiving Party prior to disclosure and was not acquired or obtained from Disclosing Party;
- b. was in the public domain as evidenced by printed documentation of a date earlier than the date of disclosure;

- c. became part of the public domain through no fault of Receiving Party; or
- d. was obtained in good faith by Receiving Party from an independent source on a non-confidential basis.

4. Permitted Use of Confidential Information. Subject to the terms and conditions contained herein, Disclosing Party agrees to allow Receiving Party access to the Confidential Information for the sole purpose of investigating, evaluating and/or developing the Business Relationship. Notwithstanding anything to the contrary herein, nothing in this Agreement shall be construed to permit Receiving Party to use the Confidential Information, or any information derived therefrom to damage Disclosing Party.

5. Prohibition of Use and Disclosure. Except as detailed in Section 6 of this Agreement, the Parties agree that they will keep all Confidential Information in confidence and not use or disclose any Confidential Information in any manner (directly or indirectly) other than in furtherance of the Business Relationship. Receiving Party shall not use, reveal, publish, transfer or otherwise disclose to any person, corporation or other entity any of the Confidential Information without the prior written consent of Disclosing Party, except Receiving Party may distribute the Confidential Information to its board members, officers, directors, employees, affiliates, agents, and consultants (provided such agents and consultants are under a written obligation of confidentiality to Receiving Party) who have a need to know such Confidential Information in furtherance of the Business Relationship. Any disclosure in violation of the provisions of this Agreement by the foregoing parties shall constitute a breach of this Agreement by Receiving Party. In protecting the sensitive nature of the Confidential Information, Receiving Party shall use the same care and discretion to avoid disclosure, publication or dissemination of the Confidential Information that it uses with its own confidential information, but in no event shall Receiving Party employ a standard of care less than that which is reasonable under the circumstances.

6. Permissible Disclosure. Notwithstanding any other provision hereof, Receiving Party may disclose applicable Confidential Information in the following three circumstances:

- a. This Agreement is not intended to and does not place a restriction on any disclosure of Confidential Information by Receiving Party that Receiving Party is legally required to make. In the event that Receiving Party is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil or criminal investigative demand or other similar process) to disclose any of the Confidential Information, Receiving Party shall provide Disclosing Party with prompt written notice of any such request or requirement so that Disclosing Party may seek a protective order or other appropriate remedy. If, in the absence of a protective order or other appropriate remedy, Receiving Party is nonetheless legally compelled to disclose Confidential Information, Receiving Party may, without liability hereunder, disclose that portion of the Confidential Information which is legally required to be disclosed, provided that Receiving Party exercises reasonable efforts to preserve the confidentiality of the Confidential Information, including cooperating with Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

- b. Notwithstanding the limitations described in Sections 6(a) or 8 herein, DASNY shall have the right without advance notice to disclose any information, Confidential or otherwise, that DASNY deems necessary or desirable in its sole, reasonable discretion to comply with (i) any state or federal securities laws, regulations, orders or decrees, or (ii) any regulatory requirement, law, regulation, document request, order or decree imposed by any commission, board or governmental entity exercising jurisdiction over DASNY.

c. After receipt of written waiver from Disclosing Party specifically authorizing release of Confidential Information, or a portion thereof, Receiving Party may disclose such Confidential Information, subject to compliance with the restrictions as to scope, timing and manner contained in Disclosing Party's waiver.

7. Duration of Confidentiality Obligations. Confidential Information disclosed pursuant to this Agreement shall be subject to the terms of this Agreement for five (5) years following the Effective Date.

8. Nondisclosure of Existence of Business Relationship. Without limiting the applicability of Section 6 of this Agreement, the Parties agree that they will not disclose to any person or entity the fact that Confidential Information has been made available hereunder, that discussion or negotiations are taking place concerning a possible transaction involving the Parties, or otherwise disclose any of the terms, conditions or other facts with respect to the Business Relationship, including the status thereof.

9. Return of Confidential Information. If either Party decides that it does not wish to proceed further with the Business Relationship, it will promptly give notice of that decision to the other Party in writing. In such an event, or at any time upon the written request of Disclosing Party for any reason, Receiving Party will, if directed by Disclosing Party, promptly deliver at its own expense to Disclosing Party all requested Confidential Information and copies thereof (and will delete all corresponding data entries in its databases) furnished to Receiving Party by or on behalf of Disclosing Party. Notwithstanding the foregoing, DASNY may retain one (1) copy of such solely for archival purposes. In the event of such decision or request, all other Confidential Information received by Receiving Party not returned to Disclosing Party shall be destroyed in a reasonable manner and no copy thereof (regardless of format) shall be retained by Receiving Party. Upon destruction of Confidential Information, Receiving Party shall (if requested) provide a certificate of destruction signed by an authorized representative of Receiving Party. Materials developed by Receiving Party in the normal course of business that utilize the Confidential Information, including forecasts, surveys and projections, may be retained by Receiving Party subject to the terms of this Agreement. Notwithstanding the return or destruction of the Confidential Information, the Parties will continue to be bound by their obligations of confidentiality and the other obligations hereunder as each agrees that these terms survive the termination of the Agreement and/or the decision by either Party not to seek furtherance of the Business Relationship.

10. No Obligation to Disclose. This Agreement does not constitute or create any obligation of either Party to provide any information, Confidential or otherwise, to the other, but merely defines the rights, duties and obligations of the Parties with respect to the disclosed Confidential Information. Under no circumstance is either Party obligated pursuant to this Agreement to disclose or make available any information, including any Confidential Information that such Party in its sole discretion determines not to disclose.

11. No Representation. Although the Parties hereto have endeavored to include information in the Confidential Information which they believe to be relevant for the purpose of the Business Relationship, neither makes any representation or warranty as to the accuracy or completeness of the Confidential Information merely by entering into this Agreement.

12. No License. All Confidential Information is and shall remain the property of Disclosing Party. Neither this Agreement nor any disclosure of information, Confidential or otherwise, hereunder grants Receiving Party (a) any right or license under any trademark trade secret, copyright or patent now or hereafter owned or controlled by Disclosing Party, or (b) any express or implied right to any invention, discovery or improvement, whether patentable or not, that may be disclosed in the Confidential Information.

13. Remedies. The Parties each acknowledge that a breach of this Agreement would cause irreparable harm to the non-breaching Party, which harm could not be adequately compensated for by damages, and, accordingly, in the event of such breach, each Party acknowledges and agrees that the non-breaching Party shall be entitled to injunctive relief without bond, which relief shall be in addition to and not in derogation of any other remedies which may be available to the non-breaching Party either in equity or at law.

14. General Provisions.

a. This Agreement does not require either Party to enter into a transaction, nor does it create or imply any joint venture, association, partnership or other formal business or agency arrangement between the Parties.

b. This Agreement shall be binding upon the Parties and their respective successors, and lawful assigns; provided, however, that none of the benefits of this Agreement shall be assigned (whether by operation of law, sale of securities or assets, merger or otherwise) in whole or in part without the prior written approval of the other Party, which consent shall not be unreasonably withheld. Any other attempted assignment of this Agreement shall be void.

c. The validity, operation, and performance of this Agreement shall be governed by and construed in accordance with the laws (disregarding conflicts of law rules) of the state of New York, with venue lying in Albany County.

d. No amendment, modification or waiver of the terms or conditions of this Agreement shall be binding unless the same shall be in writing and duly executed by the Parties.

e. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

f. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

g. This Agreement contains the complete and entire understanding between the Parties on the subject matter agreed upon and supersedes all discussions, proposals, understandings or agreements, oral or written, relating to the same subject matter.

h. This Agreement may be executed in counterparts, each of which when executed by the requisite parties shall be deemed to be a complete original Agreement. An electronic (PDF) or facsimile copy of the executed Agreement or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

IN WITNESS WHEREOF, the individuals executing this Agreement, represent and warrant that they are authorized to execute this Agreement on behalf of the Parties for whom they sign, as of the Effective Date.

**DORMITORY AUTHORITY OF THE  
STATE OF NEW YORK**

\_\_\_\_\_ (BIDDER)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_





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## **SCOPE OF WORK**

### **Network Segmentation -High Level Deliverables and Timeframe**

**Introduction:** DASNY is soliciting network support services to complete an effort to implement network segmentation within the internal company network. The majority of the effort will be focused on the Albany office that will need the installation of two Juniper routers (MX204) to be integrated into the network along with assisting in the verification of access rules between the zones and implementation of the rules within the Juniper router. The Rochester and NYC offices will require similar activities with the exclusion of integrating the Juniper routers which have been added to the network and are current active and managing traffic within the two sites.

**Approach:** DASNY is looking to implement network segmentation (e.g., establish access rules) in 3 phases based. The phased approach represents an evaluation of which systems represent the highest to lowest prioritization for establishing access rules / implementing network segmentation. See VLAN details found in Appendix A. DASNY is seeking pricing by phase and estimated timeline to implement network segmentation.

**Timeline:** DASNY is looking to complete this effort as a fixed cost project. Target completion for Phase 1 deliverables is end of July 2021. Target completion for Phase 2 and 3 deliverables is end of November 2021.

**Onsite/Travel Requirements:** Installation (cabling) of the routers in Albany would require onsite work. Occasional travel to Rochester and/or NYC may also be required if routers need to re-aligned (physically) or have issues (and cannot be managed remotely).

#### **Network Engineering Consultant Qualification (minimum required):**

- Minimum of seven years of hands-on experience with network design and configuration.
- Strong experience in configuration and troubleshooting of routing protocols BGP, OSPF, IP, and QoS.
- Experience with network segmentation.
- Experience in implementation, support, and troubleshooting of VLANs.
- Experience with Juniper routers / JUNOS operating system.

Consultants who need direct access to the DASNY network must be US based resources. Functions that do not require direct network access such as project management, network design, creation / review of access rules, etc. can be supported by resources outside of the US.

**TO REQUEST NETWORK DIAGRAMS FOR THIS PROCUREMENT, EMAIL THE REQUEST TO KCOSTELL@DASNY.ORG. BIDDERS SHALL SIGN AND SUBMIT A NON-DISCLOSURE AGREEMENT "NDA". UPON RECEIPT OF THE SIGNED NDA, BIDDERS WILL BE PROVIDED WITH THE NETWORK DIAGRAMS VIA EMAIL.**

#### **Background**

- DASNY has three data centers. Albany data center is the primary; Rochester data center is the secondary (DR center); NYC data center hosts the firewall, domain controllers and network equipment to support the office.
- All DASNY systems (applications, file shares) are hosted in Albany, with data replicated to Rochester. Tape backups are scheduled to run only in Albany.



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- There are 55+ field offices in NY. Users in these offices connect via (site to site VPN) or over MPLS links to the Albany data center for accessing the internet and systems hosted at DASNY.
- Most of the Windows servers are running on VMWare. There are a handful of physical servers.
- DASNY has ~700 PCs in the network.
  
- DASNY has ~190 servers in the network.
- Office 365 is the primary tool used for communication.
- Intranet is on SharePoint online.
- DASNY hosts two core financial systems -one on IBM Mainframe and one on Unix.
- DASNY.org site is hosted outside DASNY.
- Several of the DASNY applications are hosted outside DASNY. Some of them are integrated with AD for single-sign-on.
- Internal web applications are run on SQL databases and web servers.

#### **VLANs Defined to Segregate the Network:**

- Included in the network diagram.

#### **Rochester Implementation Scope**

- 1) Two routers (for redundancy) have been installed in the Rochester data center. Network segments (VLANs) have been defined and systems have been placed within the designated VLAN segments.

The scope of this project includes review of network traffic to determine access rules needed & implementation of access rules / security configuration (ACL rules in the routers).

#### **NYC Implementation Scope**

- 1) Two routers (for redundancy) have already been installed in the NYC data center. Network segments (VLANs) have been placed within the designated VLAN.

The scope of this project includes review of network traffic to determine access rules needed & implementation of access rules / security configuration (ACL rules in the routers).

#### **Albany Implementation Scope**

- 1) Installation of the two routers in the Albany network.
- 2) Remediation & testing of routing changes (introduced by the routers).
- 3) Alignment of production, backup, and test systems to respective VLANs.  
Remediation of any issues identified during regression testing.
- 4) Implementation of access rules / security configuration (ACL rules in the routers).

Note: Albany location has more servers, PCs, devices connected to the network than Rochester and NYC. A greater level of effort to migrate equipment to new segments and build / test new access rules will be needed to implement network segmentation within the Albany office.



**DASNY**

**ANDREW M. CUOMO**  
Governor

**ALFONSO L. CARNEY, JR.**  
Chair

**REUBEN R. MCDANIEL, III**  
President & CEO

**Out of Scope**

- 1) Hardware evaluation or acquisition, VLAN definition, Security Design (server access matrix that establish the communication requirements between the segments - servers & ports).
- 2) Non-technical project management – DASNY PM can manage downtime, application testing coordination, and communication with users.

**Project Management**

- 1) DASNY will provide project management resources to assist with scheduling activities, aligning resources within the organization, and partnering with supplier resources to manage the schedule
- 2) Supplier will need to have similar resources aligned with the technical team(s) to oversee activities needed to complete the project.