


Memorandum



Date: July 17, 2012
To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners
From: Carlos A. Gimenez
Mayor 
Subject: Recommendation for Approval to Access Other Governmental Entity Contract:
Security Systems and Solutions

Agenda Item No. 14(A)(2)

Resolution No. R-649-12

Recommendation

It is recommended that the Board of County Commissioners (Board) approve access to a competitively awarded State of New York contract for Security Systems and Solutions. This contract is awarded to Siemens Building Technologies (Siemens) and will be used by the Miami-Dade Seaport Department (Seaport) to implement an Emergency Notification System. This contract provides for the purchase of security systems, solutions, security products, installation services, system integration, and maintenance support. Seventy-five percent of this contract award is funded from Department of Homeland Security funding. The remaining twenty-five percent is funded from Seaport Revenues.

The projects must be completed by November 30, 2012 and Siemens has committed to meeting this deadline. **However, the contract award must be approved by July 30, 2012 in order to start and complete the projects by the aforementioned deadline.** The emergency notification system and physical security information management software being purchased with this grant funding is critical to mitigating incidents in the cruise and containerized cargo operations areas.

Contract Number and Title

PT63200, Security Systems and Solutions

Scope

The impact of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact of this project is \$3.174 million. Seventy-five percent (\$2.381 million) is from Department of Homeland Security Port Security Grants Program (PSPG) funds, and, the remaining twenty-five percent (\$793,000) is from Seaport Revenues.

Track Record/Monitor

Gyselle Pino from the Seaport is the contract manager. Erick Martinez of the Internal Services Department is the Procurement Contracting Officer.

Delegated Authority

If this item is approved, the County Mayor or designee will have the authority to exercise, at their discretion, contract modifications, subsequent options-to-renew, and extensions, and to issue work orders, in accordance with the terms and conditions of the contract.

Vendor Recommended for Award

Awardee	Address	Principal
Siemens Building Technologies	1000 Deerfield Parkway Buffalo Grove, IL	Daryl Dulaney

Vendor(s) Not Recommended for Award

None

Due Diligence

Due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine Contractor responsibility, including verifying corporate status and that there are no performance or compliance issues. The lists that were referenced include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to Contractor responsibility. This information is being provided pursuant to Resolution R-187-12.

Applicable Ordinances and Contract Measures

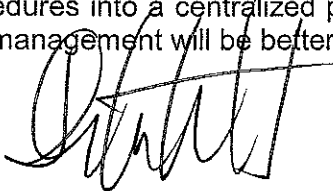
The Small Business Enterprise (SBE) contract measures are not applicable. The services provided are not covered under the Living Wage Ordinance. This contract does not include the 2% User Access Program fee due to the funding source.

Background

Access to this contract will enable Seaport to implement an Emergency Notification System (System) by Siemens Building Technologies. This project is being funded with grants from the Department of Homeland Security (DHS) Port Security Grants Program (PSPG) and must be completed by November 30, 2012. No extensions will be granted for DHS PSPG grant program. Seaport will use the funding to upgrade, improve, and enhance maritime awareness by deploying a fully integrated port-wide System.

The System will enable the Seaport Security Division to promptly evacuate tenants, visitors, employees, and other personnel during emergency situations and communicate information in a timely manner. The System is comprised of two components: (1) a port-wide emergency loud speaker system audible throughout the land areas of Seaport that provides tone and voice alerts, and (2) a Network Alerting System that will provide text messaging and desktop audio/visual notifications to personnel working throughout the POM.

Additionally, Seaport will purchase a Situation Management software platform to work in conjunction with the System to enable the Seaport to reduce the risk of human error, improve security response time, protect existing security investments, and reduce operating costs. This will be accomplished by integrating all security cameras, sensors, devices, communication systems, data sources, and operating procedures into a centralized platform. As a result, Seaport's Command and Control Center personnel and management will be better equipped to monitor and control incidents efficiently and effectively.



Jack Osterholt
Deputy Mayor



MEMORANDUM
(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: July 17, 2012

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 14(A)(2)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required.

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(2)
7-17-12

RESOLUTION NO. R-649-12

RESOLUTION AUTHORIZING THE ACCESS OF A STATE OF NEW YORK CONTRACT IN AN AMOUNT UP TO \$3,174,000 TO SIEMENS BUILDING TECHNOLOGIES FOR PURCHASE OF SECURITY SYSTEMS AND SOLUTIONS, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO ACCESS THE AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY, AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO CONDUCT MODIFICATIONS, AND EXERCISE, IN THEIR DISCRETION, ANY CANCELLATION PROVISIONS, ANY RENEWAL PERIODS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN.

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the access of State of New York Contract No. PT63200 in an amount up to \$3,174,000 to Siemens Building Technologies for purchase of Security Systems and Solutions, and authorizes the County Mayor or County Mayor's designee to conduct modifications, and exercise, in their discretion, any cancellation provisions, any renewal periods, and to exercise all other rights contained therein.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

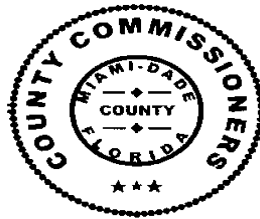
Joe A. Martinez, Chairman			aye
Audrey M. Edmonson, Vice Chairwoman			aye
Bruno A. Barreiro	aye	Lynda Bell	aye
Esteban L. Bovo, Jr.	aye	Jose "Pepe" Diaz	aye
Sally A. Heyman	aye	Barbara J. Jordan	aye
Jean Monestime	aye	Dennis C. Moss	aye
Rebeca Sosa	aye	Sen. Javier D. Souto	aye
Xavier L. Suarez	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of July, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**
Deputy Clerk



Approved by County Attorney as
to form and legal sufficiency.

Richard Seavey



INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT SERVICES DIVISION
111 N.W. 1st ST, SUITE 1300
MIAMI, FLORIDA 33128-1989
PHONE: (305) 375-1075
FAX: (305) 375-5688

July 10, 2012

Mr. William Covert
Siemens Building Technologies
1000 Deerfield Parkway
Buffalo Grove, IL 60089

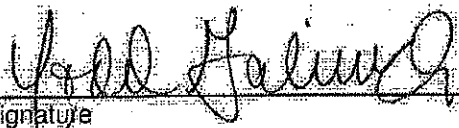
Re: Access to the State of New York Contract No. PT63200: Security Systems and Solutions

Dear Mr. Covert

Miami-Dade County, Procurement Management Services is considering accessing the above referenced contract for Security Systems and Solutions. Consequently, the County is utilizing established procurement guidelines for accessing contract PT63200. Prior to our completion of our contract award documents, we need to insure your compliance with the affidavits and insurance requirement as defined in this letter.

If you have questions regarding this process, please feel free to contact me at (305) 375-1075 or via e-mail at ernitez@miamidade.gov.

Please acknowledge acceptance and compliance by signing this letter and sending to the above address with your document package.



Signature

07/11/2012
Date

Todd Galimidi
Executed by

South Atlantic Zone Manager
Title

(1.) INDEMNIFICATION AND INSURANCE

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The vendor shall furnish to the Vendor Assistance Section, Department of Internal Services, Procurement Management, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

NOTE: MIAMI-DADE COUNTY RFP NUMBER AND TITLE OF RFP MUST APPEAR ON EACH CERTIFICATE.

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1ST STREET
SUITE 2340
MIAMI, FL 33128**



Miami-Dade County
Internal Services Department
Procurement Management Services Division
Affirmation of Vendor Affidavits

In accordance with Ordinance 07-148 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. _____ **Federal Employer Identification Number (FEIN):** 13-2762488

Contract Title: _____

Affidavits and Legislation/ Governing Body

1. Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	6. Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code
2. Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code	7. Miami-Dade County Code of Business Ethics Article I, Section 2-8.1(j) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code
3. Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1(2)(b) of the County Code	8. Miami-Dade County Family Leave Article V of Chapter 11 of the County Code
4. Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5, Resolution R182-00 amending R-385-95	9. Miami-Dade County Living Wage Section 2-8.9 of the County Code
5. Miami-Dade County Debarment Disclosure Section 10.38 of the County Code	10. Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A.60 11A.67 of the County Code

Todd Galimidi
Printed Name of Affiant

South Atlantic Zone Manager
Printed Title of Affiant

[Signature]
Signature of Affiant

Siemens Industry Inc
Name of Firm

07/11/2012
Date

3021 N. Commerce Parkway
Address of Firm

Florida
State

33025
Zip Code

Notary Public Information

Notary Public, State of Florida County of Miami Dade

Subscribed and sworn to (or affirmed) before me this 11th day of July, 2012

by Todd Galimidi He or she is personally known to me or has produced identification

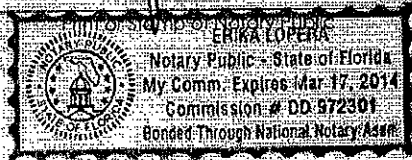
Type of identification produced _____

[Signature]
Signature of Notary Public

DD 972301
Serial Number

3/17/2014
Expiration Date

Notary Public Seal



Form A-5

FAIR SUBCONTRACTING POLICIES
(Section 2-8.8 of the Miami-Dade County Code)

FAIR SUBCONTRACTING PRACTICES

In compliance with Section 2-8.8 of the Miami-Dade County Code, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

Please see the Siemens Industry Inc. - Instructions to Subcontract Form S - 100 as submitted for this request.

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative:

Title: South Atlantic Zone Manager

Date: 07/11/2012

Firm Name: Siemens Industry Inc

FORM A-6
SUBCONTRACTOR/SUPPLIER LISTING
 (Miami-Dade County Code Sections 2-8.1, 2-8.3 and 10-34)

Name of Proposer: **Siemens Industry Inc** FEIN: **13-27624**

In accordance with Sections 2-8.1, 2-8.3 and 10-34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all Proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more; and all Proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The Proposer who is awarded this contract shall not engage or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The Proposers should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of all first tier subcontractors/suppliers. In the event that the recommended Proposer demonstrates to the County and to award that the race, gender and ethnic information is not reasonably available at that time, the Proposer shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and in any event prior to final payment under the contract. (Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner						Employer(s)								
			Enter the number of male and female owners by race/ethnicity			Enter the number of male and female employees and the number of employees by race/ethnicity			Gender			Race/Ethnicity					
			White	Black	Hispanic	Asian/Pacific Islander	Native American	Other	M	F	Other	White	Black	Hispanic	Asian/Pacific Islander	Native American	Other
Risk Electric Company 10125 NW 16th Way, #4 Miami, Florida 33178	Tutor Perini Corporation	Trenching, Electrical, Fiber Optic Cabling															
American Signal Corporation 8600 W. Bradley Road Milwaukee, WI 53224	Dale Moller	Acoustic Engineering Amplifiers, HRSA's Tone Certifications															

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to contracting department on on-line to the Small Business Development Division, Regulatory and Economic Resources Department at <http://new.miamidade.gov/business/business-development.asp>

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate.

Signature of Proposer:  Todd Galimidi
 Print Name: Todd Galimidi

South Atlantic Zone Manager
 Print Title: South Atlantic Zone Manager
 Date: 07/11/2012

Form A-1

PROPOSER'S NAME (Name of firm, entity or organization): Siemens Industry Inc ; Building Technologies Division		
FEDERAL EMPLOYER IDENTIFICATION NUMBER: 13-2762488		
NAME AND TITLE OF PROPOSER'S CONTACT PERSON: Name: William J Covert Title: FSS Enterprise Security Sales Executive		
MAILING ADDRESS: Street Address: <u>4122 Metric Drive; Suite 100</u> City, State, Zip: <u>Winter Park, Florida 32792</u>		
TELEPHONE: (407) - 467-0039	FAX: (866) - 852-8926	E-MAIL ADDRESS: <u>william.covert@siemens.com</u>
PROPOSER'S ORGANIZATIONAL STRUCTURE: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Explain): _____		
IF CORPORATION: Date Incorporated/Organized: <u>November 28, 1972</u> State Incorporated/Organized: <u>Delaware</u> States registered in as foreign corporation: _____		
PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR: Siemens Industry Inc offers Fire & Life Safety, Building Automation, Security, Performance Contracting		
LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT: Fisk Electric Company, and American Signal Corporation		
LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. At the time of proposal submission, the Local Certified Service-Disabled Veteran Business Enterprise must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit said affirmation and a copy of the actual certification along with the proposal. <input type="checkbox"/> Place a checkmark here only if affirming Proposer is a certified Local Certified Service-Disabled Veteran Business Enterprise. A copy of the required certification must be submitted with the proposal.		
CRIMINAL CONVICTION DISCLOSURE: Pursuant to Miami-Dade County Ordinance No. 94-34, any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County. <input type="checkbox"/> Place a checkmark here only if Proposer has such conviction to disclose.		
Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List: By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: _____. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.		

PROPOSER'S AUTHORIZED SIGNATURE

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

Signed By:  _____ Date: 07/13/2012

Print Name: William J Covert Title: FSS Enterprise Security Sales Executive



DAVID A. PATERSON
GOVERNOR

STATE OF NEW YORK
EXECUTIVE DEPARTMENT
OFFICE OF GENERAL SERVICES
MAYOR ERASTUS CORNING 2ND TOWER
THE GOVERNOR NELSON A. ROCKEFELLER EMPIRE STATE PLAZA
ALBANY, NEW YORK 12242

JOHN C. EGAN
COMMISSIONER

CARLA CHIARO
DEPUTY COMMISSIONER
INFORMATION TECHNOLOGY AND
PROCUREMENT SERVICES

September 29, 2008

Mr. Patrick M. McParlane
Siemens Building Technology, Inc.
85 Northpointe Parkway, Suite 8
Amherst, NY 14228

Re: Contract Award Notification
RFP# 20191, Security Systems and Solutions, Group 77201

Dear Mr. McParlane:

We are pleased to inform you that Siemens Building Technology, Inc. has been awarded an expanded award for contract # PT63200. Your award for LOT 3 (Product, Installation, Integration and Maintenance), has been changed from a regional award to a Statewide award. This award was approved following the evaluation of your proposal submitted in response to RFP 20191, revised 4/08.

The contract period will be from August 27, 2007 until August 26, 2012, and may be extended for up to two additional two-year and one additional one-year periods. Maintenance contracts for Security Systems and Solutions purchased from the awarded contract indicated above may be extended for a period of up to three (3) years beyond the expiration date of the master contract and any additional extensions thereof. The approved contract documents are enclosed.

We will disseminate the new information to Authorized Users of OGS Contracts and update our website to include your contract. You may view the contract information on our web site: www.ogs.state.ny.us. If you have any questions or require additional information, please do not hesitate to contact me at (518) 474-1350.

Sincerely,

Lawrence R. Klein
Team Leader

Encl: Contract Documents

20191

PROCUREMENT SERVICES GROUP
PROPOSAL FORM (SIGNATURE PAGE)

CONTRACT NO. _____
(To be completed by the State)

AGENCY CERTIFICATION (In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.)

Principal place of business is the location of the primary control, direction and management of the enterprise.

State of Illinois
Bidder's Principal Place of Business

AGENCY SIGNATURE

[Signature]

DATED 7/31/08

CONTRACTOR'S SIGNATURE

[Signature]

Patrick W. McParlane
PRINT NAME

District Manager
TITLE

Siemens Building Technologies, Inc.
COMPANY

85 Northpointe Parkway, Suite 8
ADDRESS

Amherst, NY 14228
CITY STATE/ZIP

(716) 568-0983
TELEPHONE NUMBER

13-2762488
FEDERAL I.D. NUMBER

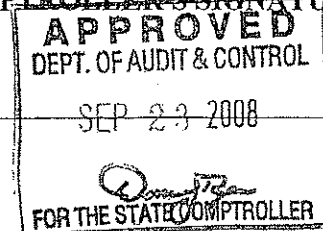
June 13, 2008
DATE

NEW YORK STATE
ATTORNEY GENERAL'S SIGNATURE

DATED _____

NEW YORK STATE
COMPTROLLER'S SIGNATURE

DATED _____



20191

PROCUREMENT SERVICES GROUP
CORPORATE ACKNOWLEDGMENT

STATE OF New York }
:
COUNTY OF Erie }

On the 13th day of June in the year 20 08 before me personally came Patrick W. McParlane , to me known. who, being by me duly sworn did depose and say that _he resides in Orchard Park, NY ; that _he is the District Manager of the Siemens Building Technologies, Inc. . the corporation described in and which executed the above instrument; and that _he signed his/her name thereto by order of the Board of Directors of said corporation.

Name Sarah Gerrity Title Admin. Assistant Sr. Notary Public Sarah Gerrity

Is your firm registered with the NYS Department of State? Yes X No
If NO, and offered a contract within NYS, are you willing to register with the Department of State? Yes No

SARAH GERRITY
Notary Public, State of New York
Qualified in Erie County
My Commission Expires Oct. 31, 2009

PARTNERSHIP ACKNOWLEDGMENT

STATE OF }
:
COUNTY OF }

On this day of in the year 20 before me personally came to me known and known to me to be the person who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that _he is a member of the firm of consisting of himself/herself and , and that _he executed the foregoing instrument in the firm name of , and that _he had authority to sign same, and _he did duly acknowledge to me that _he executed the same as the act and deed of said firm of , for uses and purposes mentioned therein.

Name NotaryPublic

INDIVIDUAL ACKNOWLEDGMENT

STATE OF }
:
COUNTY OF }

On the day of in the year 20 before me personally came , to me known to be the same person described in and who executed the within instrument and he/she duly acknowledged to me that he/she executed the same.

Name Notary Public

[Empty box for signature]

COMPANY NAME

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF }
:
COUNTY OF }

On this day of in the year 20 before me personally came to me known and known to me: _he is a duly authorized member of , LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Name NotaryPublic



DAVID A. PATERSON
GOVERNOR

State of New York
EXECUTIVE DEPARTMENT
OFFICE OF GENERAL SERVICES
Mayor Erastus Corning 2nd Tower
The Governor Nelson A. Rockefeller Empire State Plaza
Albany, N.Y. 12242

July 17, 2008

SIEMENS BUILDING TECHNOLOGIES INC
422 EAST HENRIETTA ROAD
ROCHESTER NY 14620

Based upon your proposal (bid), a contract has been awarded to you by the Commissioner of General Services, in accordance with the provisions of the State Finance Law and, where applicable, with the State Printing Law. The awarded items are described in the accompanying Contract Award Notification.

This contract number must appear on all orders, invoices and correspondence relating to the contract.

Contract Number PT63200

Contract references are:

Invitation For Bids No.	Bid Opening Date	Approximate Sum	Group Number
RFP 20191 SUPPLEMENTAL	04/19/2006	ESTIMATED	77201 SECURITY SYSTEMS & SOLUTIONS (ALL STATE AGYS & POL SUBS)

This is not an order; do not take any action under this contract except on the basis of purchase orders from the using agency or agencies.

JOHN C. EGAN
COMMISSIONER

By *Kampke*

Approved
THOMAS P. DINAPOLI
STATE COMPTROLLER

By _____

<p>APPROVED DEPT. OF AUDIT & CONTROL</p> <p>SEP 23 2008</p> <p><i>[Signature]</i> FOR THE STATE COMPTROLLER</p>
--



CONTRACT AWARD NOTIFICATION
Updated Revised February 13, 2012

Title	: Group 77201 Security Systems & Solutions (Statewide) Classification Code(s): 32, 43, 46, 92
Award Number	: 20191 (Replaces Awards PGB-01057, PGB-19110, PGB-18735, PGB-3711, PGB-4509, 02204, PGB-02360, PGB-02455, PGB-02456, C-4476)
Contract Period	: August 27, 2007 through August 26, 2015 Note: See Individual Contracts for Actual Term
Bid Opening Date	: April 19, 2006
Date of Issue	: August 27, 2007
Specification Reference	: As Incorporated In The RFP
Contractor Information	: Appears on Page 21 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
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**The Procurement Services Group values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

SECURITY SYSTEMS AND SOLUTIONS

PR # 20191

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SCOPE:

The New York State Office of General Services (OGS), Procurement Services Group (PSG) established comprehensive catalog contracts for Security Systems and Solutions. Contract(s) are for Security Products, Installation, System Integration and Maintenance.

Contract(s) were awarded on the basis of best value to responsive, responsible, and compliant contractors within each LOT. Contracts were awarded both Statewide and by Region. The contracts will be issued for a term of five (5) years and may be renewed for five (5) years. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years.

Maintenance Contract terms (i.e., those terms of the contract related to maintenance) can survive the original contract term or any extensions for a period of 3 years. This is meant to include preventive maintenance, remedial maintenance as well as ongoing moves, additions and changes of equipment and software upgrades to the basic system.

The contracts contain provisions for the addition of new products and emerging technologies. The State reserves the right to make additional awards utilizing the Periodic Recruitment provisions of RFP 20191. This will ensure that there are a variety of contractors represented, and that installation and service requirements are adequately addressed. The State reserves the right to award future contracts to the next best value qualified Bidder in the event of default or cancellation of a previously awarded contract.

These contracts will be for Authorized Users of New York State contracts, which include New York State Agencies and others authorized by law (see NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS section). Accordingly, references to the State and its Agencies as users under these contracts encompass and include other users such as these entities. The scope of these Resultant contract(s) include but not be limited to the following areas:

ALARM AND SIGNAL SYSTEMS
 ALARM SYSTEMS – WIRELESS
 BIOMETRIC ACCESS CONTROL
 CAMERAS/LENSES
 CCTV SYSTEMS
 DVR'S
 ELECTRONIC ACCESS CONTROL
 ELECTRONIC ARTICLE SURVEILLANCE
 FIRE PROTECTION/DETECTION/CONTROLS
 GEOGRAPHIC POSITIONING SYSTEMS
 GUARD TOUR SYSTEMS
 ID CARD PRINTERS, READERS, CARDS, BADGES, ACCESSORIES
 ID EQUIP. ELECTRONIC CARD ID SYSTEM
 ID EQUIPMENT, ELECTRONIC
 INTEGRATED SECURITY SYSTEMS
 INTRUSION DETECTION/CONTROLS
 LOCKING HARDWARE
 MONITORING EQUIPMENT
 OTHER PHYSICAL SECURITY (LIGHTING/SAFES/ETC.)
 OUTDOOR PERIMETER (FENCES/GATES/ETC.)
 PORTALS, TURNSTILES, ETC
 RECORDING EQUIPMENT

Procurement Services Group Award # 20191
 SECURITY MANAGEMENT SOFTWARE
 SECURITY OFFICE – PRODUCTS
 TRAINING/EDUCATION
 VIDEO/CCTV SYSTEMS & SURVEILLANCE
 BUILDING AUTOMATION SYSTEMS
 ENERGY MANAGEMENT SYSTEMS
 CLIMATE/TEMPERATURE CONTROL & MONITORING SYSTEMS

LOTS:

Catalog contracts were awarded according to LOTS and Region or Statewide. The RFP has been divided into the following LOTS:

- LOT 1: Product Only
- LOT 2: Product & Maintenance
- LOT 3: Product, Installation, Integration & Maintenance
- LOT 4: Installation Only
- LOT 5: Integration Only [Actions required to join an existing and new system into an integrated application or to connect various components of new applications into a centralized system]

REGIONS:

The RFP covered the following counties in the nine regions listed below:

Regions	Areas	Counties
Region 1	Long Island	Nassau Suffolk
Region 2	New York	Bronx Kings New York Queens Richmond
Region 3	Westchester	Dutchess Putnam Westchester
Region 4	Ulster	Orange Rockland Sullivan Ulster
Region 5	Albany	Albany Columbia Delaware Fulton Greene Montgomery Otsego Rensselaer Schenectady Schoharie

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Region 6	Adirondack	Clinton Essex Franklin Hamilton Saratoga Warren Washington
Region 7	Syracuse	Cayuga Herkimer Jefferson Lewis Madison Oneida Onondaga Oswego St. Lawrence
Region 8	Finger Lakes	Broome Chemung Chenango Cortland Livingston Monroe Ontario Schuyler Seneca Steuben Tioga Tompkins Wayne Yates
Region 9	Buffalo	Allegany Cattaraugus Chautauqua Erie Genesee Niagara Orleans Wyoming

APPENDIX A:

Appendix A, Standard Clauses For New York State Contracts, dated September 2004, attached hereto, is hereby expressly made a part of these Contracts as fully as if set forth at length herein.

APPENDIX B-1:

Appendix B-1, Office of General Services General Specifications dated January 2004, attached hereto, is hereby expressly made a part of these Contracts as fully as if set forth at length herein and shall govern any situations not covered by the following Contracts resulting from RFP 20191 or Appendix A.

The following contracts incorporate Appendix B-1:

- PT63073 PT63201 PT63534
- PT63103 PT63202 PT63535

PT63104 PT63298 PT63537
PT63107 PT63301 PT63539
PT63108 PT63303 PT63600
PT63198 PT63305 PT63633

APPENDIX B:

Appendix B, Office of General Services General Specifications dated June 2006, attached hereto, is hereby expressly made a part of any Contracts awarded or amended (expanded to include new Lots and/pr Regions) on or after September 23, 2008 as fully as if set forth at length herein and shall govern any situations not covered by the following Contracts resulting from RFP 20191, Revised 4/08, Revised 8/10, or Appendix A.

PARTICIPATION IN CENTRALIZED CONTRACTS:

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B-1/Appendix B clause 39. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www.ogs.state.ny.us). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

EXTENSION OF USE:

Any contract awarded as a result of RFP 20191 may be extended to additional states or government jurisdictions upon mutual written agreement between New York State (the lead contract State) and the Contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extension.

TERM OF CONTRACT:

The term of the Contract will commence upon approval by the Office of State Comptroller and issuance by the Office of General Services and will continue for a period of up to five (5) years, and may be extended for up to two additional two year periods and one additional one year period. Maintenance contracts associated with the purchase and installation of system/equipment

purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years. The Contractor's authority to sell Security Systems and Solutions shall expire upon the termination of the purchase portion of the Contract as indicated above even though authorized users will be able to have maintenance continue past the contract expiration date.

Maintenance Contract terms (i.e., those terms of the contract related to maintenance) can survive the original contract term or any extensions for a period of 3 years. This is meant to include preventive maintenance, remedial maintenance as well as ongoing moves, additions and changes of equipment and software upgrades to the basic system.

TERMINATION OF CONTRACT:

Please refer to Appendix B-1 Clause 59/ Appendix B Clause 60 for the circumstances permitting Termination for Cause and Termination for Convenience.

STOP WORK ORDER:

The Office of General Services reserves the right to stop the work covered by contract(s) resulting from RFP 20191 at any time that it is deemed the successful Contractor is unable or incapable of performing the work to their satisfaction. In the event of such stoppage, the Office of General Services shall have the right to arrange for the completion of the work in such manner as it may deem advisable and, if the resulting cost exceeds the amount of the bid, the successful Contractor shall be liable to the State of New York for any increase in cost.

CANCELLATION FOR CONVENIENCE:

In addition to rights afforded in Appendix B-1 Clause 59/Appendix B Clause 60, The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

NOTE TO CONTRACTOR:

Cash Discount, If Shown, Should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.

(See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR EQUAL EMPLOYMENT AND BUSINESS PARTICIPATION OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND NEW YORK STATE CERTIFIED MINORITY/WOMEN-OWNED BUSINESSES:

In accordance with Article 15-A of the New York State Executive Law (Participation by Minority Group Members and Women with Respect to State Contracts) and in conformance with the Regulations promulgated by the Minority and Women's Business Development Division of the New York State Department of Economic Development set forth at 5 NYCRR Parts 140-144, the Offerer/Contractor agrees to be bound by the following to promote equality of economic opportunities for minority group members and women, and the facilitation of minority and women-owned business enterprise participation on all covered OGS contracts.

a. Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Offerer agrees with all of the terms and conditions of Appendix A including Clause 12 – Equal Employment Opportunities for Minorities and Women. The contractor is required to ensure that the provisions of Appendix A clause 12 – Equal Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.

b. Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses

Authorized Users are encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers on this contract for the provision of services and materials. To locate New York State Certified M/WBEs, the directory of Certified Businesses can be viewed at: http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services Group supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

EPA ENERGY STAR PROGRAM:

The Federal EPA, in cooperation with manufacturers, continues a program to foster the manufacture of energy efficient equipment. New York State fully supports this effort.

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing all contracts awarded as a result of RFP 20191. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in the case of multiple awards for the same or similar equipment or systems, authorized users should contact multiple contract holders to ensure they receive the best possible prices. Contracts issued as a result of RFP 20191 contain "not to exceed pricing" and authorized users should always seek better pricing when issuing a purchase order. Authorized Users are encouraged to seek quotes from multiple contractors and/or negotiate for better pricing. Authorized Users should always follow their Internal Procurement Guidelines and Best Practices and maintain a detailed Procurement Record.

Authorized users have the responsibility to document their purchasing decisions, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a. a statement of need and associated requirements,
- b. a summary of the contract alternatives considered for the purchase,
- c. the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

PURCHASE ORDER PREPARATION:

See "Purchase Orders" in Appendix B-1/Appendix B, item 44 OGS General Specifications.

If there is a discrepancy between the purchase order and what is listed on contract, it is the contractor's obligation as a condition of payment to clarify and resolve what is to be actually shipped by contacting ordering agency.

CONTRACT PAYMENTS:

Contract payments cannot be processed by New York State agencies and other authorized users until the contract products have been delivered and accepted. Invoices for such payment must contain sufficient data including, but not limited to, New York State's Contract Number, description of product, quantity, unit and price per unit as well as federal identification number. See "Contract Billings" in Appendix B-1/Appendix, OGS General Specifications.

The Contractor will submit an invoice after Acceptance or, in the case of "drop-ship" Products, after the Authorized User receives all the Products listed on the Purchase Order. If the invoice is issued before either of these actions, it is the Authorized User's responsibility to write a letter to the Contractor stipulating the requirement for Acceptance or receipt of Product to occur prior to invoicing. This will stop the clock for the application of State Finance Law Article XI-A, item 15. After the receipt and/or Acceptance, all necessary Authorized User, OSC, etc. documents must be processed for payment of the invoice.

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The voucher or invoice will contain the Contract ID number, the name of the Authorized User; the location where service was performed; and, either in its body or as an attachment will contain a copy of the report itemizing the Product received and/or the work completed during that time period.

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an “electronic payment” option in lieu of issuing checks. Contact OSC to obtain an information packet at 518-474-4032 or e-mail to epunit@osc.state.ny.us or visit their website at www.osc.state.ny.us.

NEW YORK STATE PROCUREMENT CARD:

See “Procurement Card” in Appendix B-1/Appendix B, OGS General Specifications.

The following Contractors will accept the New York State Procurement Card for orders up to \$10,000.00 (or \$15,000.00) with no additional discount:

275 Technology Solutions, Inc. d/b/a FJC Technology Solutions	IK Systems, Inc.
A+ Technology Solutions, Inc.	Intelli-Tec Security Services, LLC.
Access Control Technologies, Inc.	InterVid, Inc.
Activu Corporation	Intralogic Solutions, Inc.
Adirondack Cabling, Inc.	IVS, Inc. d/b/a Angeltrax
ADT Security Services, Inc.	Johnson Controls, Inc.
Advanced Digital Data Technology, Inc.	JSE Holdings, Inc. d/b/a IC2S
Alarm Systems Distributors, Inc.	Kintronics, Inc.
American Security Technologies, Inc. d/b/a World Wide Security	Linstar, Inc.
Anixter, Inc.	Leica Geosystems, Inc.
Aventura Technologies, Inc.	Life Safety Engineered Systems, Inc.
Ber-National Controls, Inc.	LPC, Inc.
Biometrics4ALL, Inc.	Lucille Maud Corporation

Building Controls & Services, Inc.	Macro Digital Technology Corp.
Carrier Communications Corp.	Mason Technologies, Inc.
Cedar Path Solutions Group, Inc.	Metropolitan Data Solutions, Ltd.
Centennial Security Integration, Inc.	MorphoTrak, Inc.
Central Home Systems (CHS), Inc.	Networked Educational Technologies, Inc. d/b/a CSDNet
Chubb Fire & Security (NY), Inc.	Open Systems Integrators, Inc.
Cogent Systems, Inc.	Pictometry International Corp.
Comfort Systems USA (East Syracuse), Inc. d/b/a ABJ Fire Protection	Plastic Card Systems, Inc.
Commercial Instruments & Alarms, Inc. d/b/a CIA Security	Protective Management Systems, Inc.
Communications Supply Corp.	Safeguards Technology, LLC.
Computerized Inventory Concepts, Inc. d/b/a Integrated Systems	Safezone24, LLC.
Contemporary Computer Services, Inc.	Schneider Electric Buildings Americas, Inc.
Control Network Communications, Inc.	SecureWatch24, LLC.
Control Technologies, Inc.	Security Management Systems, Inc.
Cross Match Technologies, Inc.	SI Technology Inc. d/b/a Security Integrations
Custom Computer Specialists, Inc.	SimplexGrinnell, LP.
Day Automation Systems, Inc.	Smiths Detection, Inc.
Diebold Enterprise Security Systems, Inc.	Skyline Mills
Digital Surveillance Solutions, Inc.	Stanley Security Solutions, Inc.
Eclipse Network Solutions, LLC.	StopTech, Ltd.
EIA Datacom, Inc.	Stratagem Security, Inc.

Electronic Systems Solutions, Inc.	Synergon Solutions, Inc. d/b/a Stencil Solutions
Electronic Technologies Corporation, USA	Syracuse Time & Alarm Co, Inc.
FES Installations, Inc.	Technical Building Services, Inc.
Fiber Instrument Sales, Inc.	Technical Systems Group, Inc.
Fried Bros., Inc.	The Stahura-Brenner Group, Inc.
Fieldprint, Inc.	Total Recall Corp.
Graybar Electric Company	Touchcom, Inc.
GM Data Communications, Inc.	Tri-Ed/Northern Video
Hello Alert, Inc.	Trimble Navigation, Ltd.
Henry Brothers Electronics, Inc.	Unique Comp., Inc.
Honeywell International, Inc.	Unlimited Technology, Inc.
Hoefler Communications, Inc.	U & S Services, Inc.
IBM Corporation	Universal Security Systems, Inc.
ICAS (Interface Cable Assemblies & Services) Corp.	Video Hi-Tech Corp. d/b/a/ Adward Video
Identocard Systems Worldwide, Inc.	VisionTec Solutions Corp.
Idesco Corp.	Washington Computer Services, Inc.
Identification Data & Imaging, LLC.	

MINIMUM ORDER:

Minimum order shall be \$100.00

Contractor may elect to honor orders for less than the minimum order.

PREVAILING WAGES:

A. "PUBLIC WORKS" AND "BUILDING SERVICES"

Bidders must refer to Appendix B, Clause 17 for a full description of these subjects.

B. PREVAILING WAGE RATE APPLICABLE TO BID SUBMISSIONS NYS DEPT. OF LABOR
PREVAILING WAGE RATE SCHEDULES

ALL PUBLIC WORKS AND BUILDING SERVICE CONTRACTS, REGARDLESS OF DOLLAR VALUE, REQUIRE THE PAYMENT OF PREVAILING WAGES AND SUPPLEMENTS AS ESTABLISHED BY LAW BY THE DEPARTMENT OF LABOR. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in monetary fines or debarment from bidding and awarding of contracts.

NOTE: CONTRACTORS AND SUBCONTRACTORS ARE FURTHER REQUIRED TO POST THE PREVAILING WAGE RATES IN A PROMINENT AND ACCESSIBLE PLACE AT THE WORK SITE. Vendor is solely responsible for confirming subsequent changes to the posted rates and for paying the prevailing rates at all times during the contract term.

This is a Public Works project. The Bidder must use the labor rates and must adhere to Department of Labor rules and regulations in the payment to employees **Notice: Prevailing Labor Rates from the NYS Department of Labor are available on the web site.**

C. WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM

The wages to be paid under any contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the contract term that apply to the classes of individuals supplied by the contractor on any projects which result from this contract which is subject to the provisions of this article. Contractor is solely liable for and must pay such required prevailing wage adjustments during the contract term as required by law.

D. DAY'S LABOR – DEFINED FOR ARTICLE 8, PUBLIC WORKS (FOR PURPOSES OF
ARTICLE 8 OF THE LABOR LAW)

No laborer, workers or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. 'Extraordinary emergency' shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the industrial commissioner for the preservation of the contract site and for the protection of the life and limb of the persons using the contract site.

E. ADJUSTMENTS TO THE PREVAILING WAGE RATE SCHEDULES

The contractor has the sole responsibility to submit a request for a price adjustment to the Office of General Services on or after the applicable anniversary date (new prevailing wage rate schedule, PRC# 2010006433, issued by Department of Labor) and shall provide a copy of both the original and new wage rate schedules and other supporting documentation necessary to support the increase or decrease. The State reserves the right to make the appropriate adjustment determined in accordance with the above methodology.

http://www.labor.state.ny.us/business_ny/employer_responsibilities/prevwage/countylistgeneral.htm

F. ADJUSTMENTS TO LABOR RATES NOT COVERED BY PREVAILING WAGE RATE SCHEDULES

Requests for adjustments to labor rates for titles not covered by prevailing wage rate schedules issued by the Department of Labor (and GSA-based pricing schedules) may be submitted on or after the first anniversary of contract award (and on or after the subsequent anniversaries) utilizing the regular add process. These types of adjustments will be limited to the CPI or 5%, whichever is less.

PRICE SHEETS AND CATALOGS:

Upon request, Contractor(s) shall be required to furnish, without charge, catalog and price lists identical to those accepted with their bid, including any changes (additions, deletions, etc.) pursuant to the contract, to authorized users. Catalogs and price lists provided must reflect all products excluded from the resultant contract either through the omission of those portions or by obvious indications within the catalogs and price lists.

Catalogs and price lists may be furnished in either hard-copy or electronic format. If available in both formats, they shall be furnished in the format preferred by the requesting authorized user. Upon request the contractor shall assist authorized users in the use of catalogs and price lists.

INSTRUCTION MANUAL:

Simultaneous with delivery, the contractor(s) shall furnish to the authorized user a complete instruction manual for the product and for each component supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, schematic and wiring diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

PRICING/LABOR RATES:

All net prices **INCLUDE** all applicable shipping and handling (F.O.B. Destination the dock/delivery location of the Authorized User, refer to Appendix B-1/Appendix B, item 47b Shipping/Receipt of Product and Clause 48 "Title and Risk of Loss"), insurance, customs duties and charges, and associated delivery charges and such charges are included in the discount.

All services rates include travel time and costs incurred for travel to the site. The rates and charges for the Product and for the installation and maintenance of the Product include all travel and costs associated with accessing the installation site.

The "not to exceed" rates for the Contractors are posted on the OGS website. There is a NYS Net Price Sheet for each Contractor and LOT/Region awarded. To view the NYS Net Price Sheets, go to www.ogs.state.ny.us, point on "Procurement Contracting Services," then click on "Contracts", then click on "Search Contracts", and enter the Group Number and Award Number on the front page of the Contract Award Notification into the search fields.

REMEDIAL MAINTENANCE:

Whether the Authorized User elects to subscribe to monthly maintenance or Time and Materials (T&M), remedial maintenance shall be performed after the Authorized User notifies the Contractor that the equipment is inoperable or unsuitable for operation. The Maintenance Center will be responsible for insuring that service for each request is provided in accordance with the following:

Priority Emergency Service - A "Priority Emergency" is a situation involving a major malfunction of the security products or system service, which is defined as the inability of 10% or more of the security products or systems (including, but not limited to: security cameras, fire alarms and the software for the same) to not operate correctly. The Contractor shall respond* in Priority Emergencies within two (2) continuous hours following notification by the Authorized User. Authorized Users reserve the right to require a more stringent definition of a Priority Emergency at time of purchase.

Emergency Service - An "Emergency" is a situation involving a "critical" System failure in the opinion of the Authorized User. The Contractor shall respond in Emergencies within three (3) continuous business hours after Authorized User notifies Contractor of the emergency.

Non-Emergency Service - A "Non-Emergency" is a situation involving a System failure of a scope less than that described for an Emergency. The Contractor shall respond in Non-Emergencies within six (6) continuous business hours after Authorized User notifies Contractor of the malfunction.

***"Respond" (for Sec. II.9.4)** shall be when the contract holder commences performing remedial maintenance. "Commence Performing" is when a qualified and prepared technician is actually working on, examining, or in some way servicing the system with a malfunction to attempt to correct the problem. **Scheduling, simply returning a phone call, having an untrained representative/unprepared technician arrive on site, etc. do not constitute meeting the Response Time Requirements.**

The above response limitation includes travel time. Remedial maintenance must be available twenty-four hours per day, seven days per week, including New York State legal holidays. Details of how the supplier will meet this level of responsiveness, and how any exception will be dealt with must be described in the Bidder's proposal in Appendix C.

Contractors must provide a local telephone number for the facility. If a service or maintenance call to the service center would result in the requesting Authorized User incurring toll charges, the Contractor must provide a toll free telephone number (i.e. 800 or 888 number, Collect Call). This excludes local message units. A national toll-free number for service and dispatch of local technicians is acceptable.

MAINTENCNE SERVICES FOR PRODUCTS PURCHASED OUTSIDE AWARD 20191:

In addition, maintenance services for systems/equipment not purchased from contracts established for Security Systems and Solutions as a result of RFP 20191 may be purchased from contract holders awarded contracts for LOTS 2 and 3 under the following conditions:

1. Authorized Users are allowed to purchase replacement parts and monthly maintenance for systems/equipment purchased outside of the Award 20191, if the replacement parts and monthly maintenance rates for the systems/equipment are on the Contractor's NYS Net Price sheets. See bullet # 3.
2. Authorized Users would be allowed to purchase Time and Material maintenance for any products offered by a contractor (requiring a Manufacturer's Guarantee for all products not manufactured by the contractor), even if the specific product is not on the Contractor's NYS Net Price Sheets. See bullet #3.
3. The Contractor would be required to establish maintenance rates at or below the rates listed on their NYS Net Price Sheets and add to the contract prior to sale via the contract update procedures.
4. Contractors are not obligated to provide the Authorized Users maintenance service for systems/equipment not purchased from the NYS Security Systems and Solutions Contracts.
5. The Contractor will inspect the system/equipment to make a determination as to whether or not they wish to provide the Authorized User maintenance. Any rates for the inspection service will be at or below the hourly or per inspection rates listed on the Contractors' NYS Net Price Sheets. Contractors may refuse to offer maintenance on previously purchased equipment, due to age, condition, availability of parts, etc.
6. The availability of maintenance services for systems/equipment not purchased from contracts for Security Systems and Solutions established as a result of RFP 20191 will end at the same time as the maintenance contracts for systems/equipment purchased under Award 20191. (see Section 1.1 above)

NYS FIRE ALARM SECURITY SYSTEMS INSTALLER LICENSE:

Section 69-M of the General Business Law and Title 19 NYCRR Reg. 195.2 provide that any person engaging in the business of installing, servicing or maintaining security or fire alarm systems must be licensed to do so.

Additional information regarding these requirements may be obtained from the New York State Department of State at:

<http://www.dos.state.ny.us/lcns/professions/sec-fireinstallers/install1.htm>

Contract holders awarded Lots 2-5 must provide proof of compliance with these requirements with the bid submission.

EXAMINATION OF SITES AND SPECIFICATIONS:

At the discretion of the Authorized User and prior to the issuance of the Cost Quote, Contractors **may be required to perform a site visit at the associated installation location** to become familiar with any local condition, which may in any manner affect the work to be done, as well as equipment, materials, labor, or services required. Contractors are required to examine carefully the specifications and to familiarize themselves thoroughly concerning any conditions and requirements that may in any manner affect the work to be performed under the contract. During the site visit, the Authorized User will indicate placement of all equipment. In addition, Contractors should specify if there are any required modifications or additions to the site, which

are required to insure proper operation of the equipment. If changes are required, they must be included in the Cost Quote.

No allowances will be made because of lack of knowledge of these conditions. Ignorance of the requirements will not relieve the Contractors of their liability and obligations under the contract. Contractors shall provide drawings of typical equipment room layouts, specifying floor space and electrical outlet requirements for each system, assuming maximum system capacities are ordered.

AUTHORIZED USER COMPLIANCE WITH LEGAL REQUIREMENTS:

Authorized users must comply with the following requirements under New York State Law:

- a. Identification of legal authority for system installation (i.e.: construction work is regulated by statute and not all agencies are authorized to perform such work).
- b. Payment of applicable Department of Labor Prevailing Wage Rates under Article 8 Labor Law.
- c. Compliance with state and local building codes. For each project undertaken, State Agencies must obtain a Construction Permit and an eventual Code Compliance Certificate from a Construction Permitting Agency. In accordance with NYCRR Title 19 Part 448, such agencies are so designated by the Department of State. Authorized Users, other than State Agencies, must obtain Construction Permits and Certificates of Code Compliance from the local building department having jurisdiction.
- d. Plans and specifications that are certified and stamped by a NYS licensed architect or engineer.
- e. In OGS Buildings, obtain an approval from the appropriate Building Manager.

GENERAL REQUIREMENTS:

The following requirements are applicable for all contracts under award 20191.

- A. Neither drug use of any type, nor consumption of alcoholic beverages by the Contractor or its personnel shall be permitted on the premises.
- B. The Authorized User will not be liable for any expense incurred by the Contractor as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
- C. It is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.
- D. The Contractor shall be completely responsible for their work, including any damages or breakdowns caused by their failure to take appropriate action.
- E. Trained technicians are required to do all servicing. All technicians shall have at least two (2) years' experience on any systems being serviced (all labor).

CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITIES:

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Procurement Services Group considers the prime contractor to be the sole contact with regard to all provisions of the contract(s) resulting from RFP 20191, to include payment of all charges resulting from the procurement and installation of the entire equipment and/or software configuration. In the event the contract includes hardware and/or software manufactured by another manufacturer or supplier, the Prime Contractor has assumed full responsibility for delivery, installation, maintenance, and support services for such items offered in the proposal. The Prime Contractor shall ensure that there is no interruption of service during implementation and shall assume responsibility for any related negotiations with local service providers.

SOFTWARE LICENSE AGREEMENTS:

Authorized Users are not permitted to sign, or agree to any Software License Agreement for the purchase, maintenance, installation, or systems integration of software for any contract issued under Group 77201-20191 unless it has been reviewed and/or approved by OGS and/or OSC and posted to the OGS Website. Agreeing to any non-approved Software License Agreement would violate Appendix B-1/Appendix B (Reference Page 6).

REFERENCES:

All contract holders **may be required** to provide references from its customers who have purchased products similar to those represented by on their contracts. References may be commercial or governmental accounts. If requested by the State or Authorized contract users the references shall include:

- a. Name, address, telephone number and fax number for the contact person.
- b. Number of years the bidder has supplied product(s) to the reference.
- c. The yearly sales volume the bidder has had with the reference.

If required, Authorized Users may utilize the forms on Pages 47 and 48 of this document.

NYS WORKER'S COMPENSATION/DISABILITIES BENEFITS INSURANCE REQUIREMENTS:

Please see below the following information regarding the NYS Worker's Compensation and Disability Benefits Insurance Requirements of NYS Law.

Effective September 9, 2007, all out-of-state employers with employees working in NYS are required to carry a full, statutory NYS workers' compensation insurance policy. An employer has a full, statutory NYS workers' compensation insurance policy when New York is listed in Item "3A" on the Information Page of the employer's workers' compensation insurance policy.

Accordingly, if an out-of-state employer is getting a permit, license or contract from a government agency in NYS, then that employer must fulfill requirements effective September, 2007 under Workers' Compensation Law Section 57. Also, every out-of-state employer doing any construction related activity in New York State is required to carry a full, statutory NYS workers' compensation insurance policy.

An out-of-state employer needs a New York State disability benefits insurance policy if the employer employs one or more individuals on each of at least 30 days in a calendar year in New York State.

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If an out-of-state employer meets this criterion, the employer is required to carry a New York State disability benefits policy (The employer has four weeks from the completion of the 30th day of work by one or more individuals to obtain the disability benefits policy.) (Independent contractors are not considered to be employees under the Disability Benefits Law.)

The link below can be used for additional information:

http://www.wcb.state.ny.us/content/main/DisabilityBenefits/Employer/outOfStateEmp_DB.jsp

Also, questions regarding coverage requirements may be directed to the WCB Compliance Unit at 1-866-298-7830.

The links below are to the applicable forms on the NYS Worker's Compensation Board website:

Workers Compensation - <http://www.wcb.state.ny.us/content/onlineforms/obtainC105.jsp>

Disability Benefits - <http://www.wcb.state.ny.us/content/onlineforms/obtainDB120-1.jsp>

Please Note: When issuing Purchase Orders against any of the following NYS Centralized Contracts, Authorized Users should use the following link to verify that the contractor has the required NYS Worker's Compensation and Disability Benefits Insurance:

<http://www.wcb.state.ny.us/icpocinq/icpocdisclaimer.jsp>

In particular, if an employee of a contractor or subcontractor performs any work (e.g. installing, integration, or maintaining equipment) physically inside New York State, they are required to obtain a NYS Worker's Compensation Policy.

If a contractor/subcontractor performs work inside New York for a cumulative total of 30 days per year, they are required to obtain NYS Disability Benefits Insurance.

LIST OF CONTRACT HOLDERS:

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>CONTRACT PERIOD</u>	<u>ED.IDENT.#</u>
PT65342 SBE NYS	275 Technology Solutions d/b/a FJC Technology Solutions 271 Jericho Turnpike Floral Park, NY 11001	2/08/2011 – 8/26/2012 NYS Vendor ID #: 1000049572	26-5669900
PT63297 SBE NYS	A+ Technology & Security Solutions, Inc. 1490 North Clinton Ave. Bay Shore, NY 11706	8/30/2007 – 8/26/2015 Suppl. Award Date: 10/09/2008 NYS Vendor ID #: 1100005450	11-3571518
PT65379	Access Control Technologies, Inc. 249 Getty Avenue Clifton, NJ 07011	4/04/2011 – 8/26/2015 NYS Vendor ID #: 1000040298	22-3012469
PT64342	Activu Corporation 2 Stewart Court Denville, NJ 07834	2/24/2009 – 8/26/2015 NYS Vendor ID #: 1000019448	22-3336390
PT64058 SBE NYS	Adirondack Cabling, Inc. 10 Petra Lane Albany, NY 12205	1/04/2008 – 8/26/2015 Suppl. Award Date: 1/26/2011 NYS Vendor ID #: 1000007019	14-1686851
PT63073	ADT Security Systems, Inc. One Winners Circle Albany, NY 12205	8/27/2007 - 8/26/2015 NYS Vendor ID #: 1000007019	58-1814102
PT63534 SBE NYS	Advanced Digital Data Technology, Inc. 1490 North Clinton Ave. Bay Shore, NY 11706	10/19/2007 – 8/26/2012 NYS Vendor ID #: 1000018330	11-3551455
PT65432 SBE NYS	Alarm Systems Distributors, LLC. 883 Broadway Albany, NY 12207	8/17/2011 – 8/26/2012 NYS Vendor ID #: 1000007059	14-1703947
PT65552 SBE NYS	American Security Technologies, Inc. d/b/a World Wide Security One Commercial Ave Garden City, NY 11530	8/25/2011 – 8/26/2015 NYS Vendor ID #: 1000046981	11-2850362
PT63201	Anixter, Inc. 325 Washington Avenue Albany, NY 12205	8/27/2007 – 8/26/2012 NYS Vendor ID #: 1000004825	36-1361285
PT64154 SBE NYS	Aventura Technologies, Inc. 180 Adams Avenue Hauppauge, NY 11788	4/7/2009 – 8/26/2015 NYS Vendor ID #: 1000056666	11-3582083
PT63535 NYS	Ber-National Controls, Inc. 105 Arterial Road Syracuse, NY 13206	10/10/2007 – 8/26/2015 NYS Vendor ID #: 1000008100	16-1365817
PT65343	Biometrics4ALL, Inc. 14511 Myford Road, Suite 260 Tustin, CA 92780	2/08/2011 – 8/26/2015 NYS Vendor ID #: 1000047165	20-2609462

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PT65380 SBE NYS	Building Controls & Services, Inc. 4 Peuquet Parkway Tonawanda, NY 14150-2413	3/18/2011 - 8/26/2015 NYS Vendor ID #: 1000015749	16-1327384
PT63539 SBE NYS	Carrier Communications Corp. 190 Adams Avenue Hauppauge, NY 11788	10/10/2007 - 8/26/2015 NYS Vendor ID #: 1000005648	11-2314408
PT65381 WBE SBE NYS	Cedar Path Solutions Group, Inc. 8417 Oswego Rd, No. 146 Baldwinsville, NY 13027	3/25/2011 - 8/26/2012 NYS Vendor ID #: 1000008533	20-0361182
PT653813 SBE NYS	Centennial Security Integration, Inc. 50-01 25 th Ave, Suite 108 Woodside, NY 11377	5/5/2011 - 8/26/2015 NYS Vendor ID #: 1000049595	20-1607563
PT65433 SBE NYS	Central Home Systems, Inc. 115 Rome St. Farmingdale, NY 11735	8/23/2011 - 8/26/2015 NYS Vendor ID #: 1000005772	11-2465536
PT63301	Chubb Fire & Security (NY), Inc. 6 Skyline Drive Hawthorne, NY 10532	09/14/2007 - 8/26/2015 NYS Vendor ID #: 1000012634	13-2570027
PT64316	Clearview Data Systems, Inc. 35 Morgan Court Rye, NH 03870	1/21/2009 - 8/26/2015 NYS Vendor ID #: 1000011101	04-3435780
PT64156	Cogent, Inc. d/b/a Cogent Systems, Inc. 5450 Frantz Road Dublin, OH 43016	11/14/2008 - 8/26/2015 NYS Vendor ID #: 1000057971	95-4305768
PT65664 NYS	Comfort Systems USA (Syracuse), Inc. d/b/a ABJ Fire Protection Co. 6500 NEW VENTURE GEAR DR East Syracuse, NY 11357	12/8/2011 - 8/26/2015 NYS Vendor ID #: 1000028421	16-0902042
PT65434 SBE NYS	Commercial Instruments & Alarm Systems, Inc. d/b/a CIA Security 2 Summit Ct., Suite 306 Fishkill, NY 12524	5/06/2011 - 8/26/2015 NYS Vendor ID #: 1000006922	14-1632315
PT63202	Communications Supply Corp. 104 Sunfield Ave. Edison, NJ 08837	8/27/2007 - 8/26/2012 NYS Vendor ID #: 1000005346	06-0961848
PT63109	ComnetiX, Inc. 2872 Bristol Circle, Ste 100 Oakville, Ontario Canada L6H 6G4	8/27/2007 - 8/26/2015 Suppl. Award Date: 9/23/2008 NYS Vendor ID #: 1000018864	98-0488004
PT65435 SBE NYS	Computerized Inventory Concepts, Inc. d/b/a/ Integrated Systems 7588 Main Street-Fishers Victor, NY 14564	4/28/2011 - 8/26/2015 NYS Vendor ID #: 1000039701	16-1206834

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PT65383 SBE NYS	Contemporary Computer Services, Inc. 200 Knickerbocker Road Bohemia, NY 11716	3/30/2011 – 8/26/2012 NYS Vendor ID #: 100000513	11-2339385
PT64155 SBE NYS	Control Network Communications, Inc. 19 Walker Way Albany, NY 12205	11/28/2008 – 8/26/2015 NYS Vendor ID #: 1000027806	14-1758220
PT65384	Control Technologies, Inc. 101 Fairchild Avenue, Suite 5 Plainview, NY 11803	4/04/2011 – 8/26/2015 NYS Vendor ID #: 1000036148	03-0306764
PT64157	Cross Match Technologies, Inc. 3950 RCA Blvd., Suite 5001 Palm Beach Gardens, FL 33410	10/29/2008 – 8/26/2012 NYS Vendor ID #: 1000057849	65-0637546
PT65436	Custom Computer Specialists, Inc. 70 Suffolk Court Hauppauge, NY 11788	4/28/2011 – 8/26/2015 NYS Vendor ID #: 1000005692	11-2497640
PT64059 SBE NYS	Day Automation Systems, Inc. 7931 Rae Boulevard Victor NY 14564	9/29/2008 – 8/26/2015 Suppl. Award Date: 1/26/2012 NYS Vendor ID #: 1000008400	16-1576146
PT63536	Diebold Enterprise Security Systems, Inc. 3 Westchester Plaza Elmsford, NY 10523	10/17/2008 – 8/26/2015 Suppl. Award Date: 10/08/2008 NYS Vendor ID #: 1100004197	90-0209740
PT65344 SBE NYS	Digital Surveillance Solutions, Inc. 2727 Broadway Street Buffalo, NY 14227	2/08/2011 – 8/26/2015 NYS Vendor ID #: 1000008549	20-0886315
PT65554	Fieldprint, Inc. 400 Lippincott Drive, Suite 1 15 Marlton, NJ 08053	12/09/2011 – 8/26/2015 NYS Vendor ID #: 1000049448	26-3765524
PT64313 SBE NYS	Eclipse Network Solutions, LLC 1583 Central Avenue Albany, NY 12205	6/04/2009 – 8/26/2015 NYS Vendor ID #: 1000043799	14-1829151
PT64317 SBE NYS	EIA Datacom, Inc. 19 Union Square West New York, NY 10003	2/10/2009 – 8/26/2012 Suppl. Award Date: 01/26/2011 NYS Vendor ID #: 1000005210	02-0561875
PT65385 SBE NYS	Electronic Systems Solutions, Inc. 15 Worth St. South Hackensack, NJ 07606	3/29/2011 – 8/26/2012 NYS Vendor ID #: 1000008849	22-3477278
PT64383 NYS	Electronic Technologies Corporation USA b/a Ingersoll Rand Security Tech. 25 Corporate Park Drive, Suite A Hopewell Junction, NY 12533	3/25/2009 – 8/26/2015 NYS Vendor ID #: 1000052470	14-1747729
PT65386 SBE NYS	FES Installations, Inc. 6956 Route 20, P.O. Box 127 Madison, NY 13402	3/23/2011 - 8/26/2015 NYS Vendor ID #: 1000040480	22-2552055

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PT65387 NYS	Fiber Instrument Sales, Inc. 161 Clear Rd. Oriskany, NY 13424	3/25/2011 – 8/26/2012 NYS Vendor ID #: 100008058	16-1340858
PT65388	Fried Bros., Inc. 467 N 7 Street Philadelphia, PA 19123	3/18/2011 – 8/26/2012 NYS Vendor ID #: 1100003020	86-0321802
PT65438 SBE NYS	GM Data Communications, Inc. 40 Woodbine Court Floral Park, NY 11001	2/31/2012 – 8/26/2015 NYS Vendor ID #: 1000049148	20-2468886
PT63298	Graybar Electric Co. 229 Church St. Albany, NY 12202	09/19/2007 – 8/26/2012 NYS Vendor ID #: 1000025919	13-0794380
PT64060 SBE NYS	Hello Alert Inc. 206 E. Main St Babylon, NY 11702	9/24/2008 – 8/26/2015 NYS Vendor ID #: 1000041894	20-0368439
PT64381	Henry Brothers Electronics, Inc. 17-01 Pollitt Drive Fair Lawn, NJ 07410	5/12/2009– 8/26/2015 Suppl. Award Date: 2/09/2011 NYS Vendor ID #: 1000044486	22-3000080
PT65345 SBE NYS	Hoeffler Communications, Inc. 5894 East Seneca Turnpike Jamesville, NY 13078	2/08/2011 – 8/26/2012 NYS Vendor ID #: 1000030448	16-1541666
PT63299	Honeywell International One Executive Centre Drive Albany, NY 12203	10/26/2007 – 8/26/2015 Suppl. Award Date: 2/08/2011 NYS Vendor ID #: 1000044130	22-2640650
PT64409 NYS	IBM Corporation Office 80 State Street Albany, NY 12207	5/08/2009 – 8/26/2015 NYS Vendor ID #: 1000008751	13-0871985
PT65389 SBE NYS	ICAS (Interface Cable Assemblies & Services) Corp. 42-19 23 rd Avenue Long Island City, NY 11105	5/06/2011 – 8/26/2012 NYS Vendor ID #: 1000005726	11-2590354
PT63198	Identocard Systems Worldwide, Inc. PO Box 5349 Lancaster, PA 17606-5349	8/27/2007 – 8/26/2012 NYS Vendor ID #: 1000008621	20-4090527
PT64159 SBE NYS	Identification Data & Imaging, LLC. 26 Harbor Park Drive Port Washington, NY 11050	11/20/2008 – 8/26/2015 NYS Vendor ID #: 1000005947	11-3387665
PT63108 SBE NYS	Idesco Corp. 37 West 26 th Street New York, NY 10010	8/27/2007 – 8/26/2015 NYS Vendor ID #: 1000006068	13-0867868
PT64158 SBE NYS	IK Systems, Inc. 7625 Main Street Fishers Victor, NY 14564-8963	10/22/2008 – 8/26/2015 NYS Vendor ID #: 1100004373	16-1326770

PT64406 SBE NYS	Intelli-Tec Security Services LLC 2000 Shames Drive Westbury, NY 11590	5/12/2009 – 8/26/2015 NYS Vendor ID #: 1100004360	11-3580229
PT64345 SBE NYS	Intrallogic Solutions 504 Hicksville Rd Massapequa, NY 11758	2/12/2009 – 8/26/2015 Suppl. Award Date: 1/26/2015 NYS Vendor ID #: 1000041514	20-1681666
PT63537	InterVid, Inc. 4650 Wedgewood Blvd. Ste 102 Frederick, MD 21703	10/03/2007 – 8/26/2015 NYS Vendor ID #: 1000044914	52-1368578
PT65440	IVS, Inc. d/b/a AngelTrax 9540 W US Hwy 84, Ste 2 Newton, AL 36352 Houston County	5/06/2011 – 8/26/2012 NYS Vendor ID #: 1100010632	04-3699455
PT63103	Johnson Controls, Inc. 777 Terrace Avenue Hasbrouck Heights, NJ 07604	8/27/2007 - 8/26/2015 NYS Vendor ID #: 1000040717	39-0380010
PT65346 SBE NYS	JSE Industries, Inc. d/b/a IC25 1555 Brooks Avenue Rochester, NY 14624	2/08/2011 – 8/26/2015 NYS Vendor ID #: 1000047114	16-1247495
PT64311 SBE NYS	Kintronics, Inc. 500 Executive Blvd. Ossining, NY 10562	12/19/2008 – 8/26/2012 NYS Vendor ID #: 1000019534	13-2913208
PT64061	Leica Geosystems, Inc. 5051 Peachtree Corners Circle #250 Norcross, GA 30092	9/24/2008 – 8/26/2012 NYS Vendor ID #: 1100000986	16-1516976
PT64160 SBE NYS	Life Safety Engineered Systems, Inc. 25 Tyrol Drive Buffalo, NY 14227	2/4/2009 – 8/26/2015 NYS Vendor ID #: 1000003669	16-1461069
PT63106 WBE SBE NYS	Linstar, Inc. 430 Lawrence Bell Dr. Buffalo NY 14221	8/27/2007 – 8/26/2015 Suppl. Award Date: 9/23/2008 Suppl. Award Date # 2: 1/26/2011 NYS Vendor ID #: 1000008366	16-1559780
PT64315 SBE NYS	LPC, Inc. 7100 New Horizons Blvd. No. Amityville, NY 11701	1/20/2009 – 8/26/2015 NYS Vendor ID #: 1000043279	11-3181416
PT65555 MBE NYS	Lucille Maud Corporation 513 North Olden Ave Trenton, NJ 08638	8/25/2011 – 8/26/2012 NYS Vendor ID #: 1000049476	22-2619144
PT65347 WBE SBE NYS	Mason Technologies, Inc. 33 Ranick Road Hauppauge, NY 11788	2/08/2011 – 8/26/2015 NYS Vendor ID #: 1000044299	38-3665918

PT65390 SBE NYS	Macro Digital Technology Corp. 211-2 Knickerbocker Avenue Bohemia, NY 11716	3/18/2011 – 8/26/2015 NYS Vendor ID #: 1000044821	20-2097049
PT63105 SBE NYS	Metropolitan Data Solutions 279 Conklin Street Farmingdale, NY 11735	8/27/2007 – 8/26/2012 NYS Vendor ID #: 1000006010	11-3636486
PT64062	MorphoTrak, Inc. 33405 8 th Avenue S. Federal Way, WA 98003	9/23/2008 – 8/26/2015 NYS Vendor ID #: 1000009097	33-0154789
PT65556 SBE NYS	Networked Educational Technologies, Ltd. d/b/a CSDNet 874 Montauk Hwy Bayport, NY 11705	1/31/2012 – 8/26/2015 NYS Vendor ID #: 1100008294	11-3417088
PT65348	Open Systems Integrators, Inc. 207D Woodward Road Manalapan, NJ 07726	2/08/2011 – 8/26/2015 NYS Vendor ID #: 1000030599	22-3692843
PT64410 NYS	Pictometry International Corp. 100 Town Centre Dr. Suite A Rochester, NY 11010	6/22/2009– 8/26/2015 NYS Vendor ID #: 1000057263	16-1595473
PT63107	Plastic Card Systems, Inc. 31 Pierce Street Northboro, MA 01532	8/27/2007 – 8/26/2015 NYS Vendor ID #: 1000005266	04-2976003
PT64380 SBE NYS	Protective Management Systems, Inc. 840 Lincoln Avenue Bohemia, NY 11716	3/6/2009– 8/26/2015 Suppl. Award Date: 1/26/2011 NYS Vendor ID #: 1000037907	11-2373565
PT64344	Safeguards Technology LLC 75 Atlantic Street Hackensack, NJ 07601	4/6/2009 – 8/26/2012 NYS Vendor ID #: 1000040512	27-0127591
PT65391 SBE NYS	SafeZone24, LLC. 386 Kingston Ave. Brooklyn, NY, 11225	3/18/2011 – 8/26/2015 NYS Vendor ID #: 1000047282	26-1537780
PT65557	Schneider Electric Buildings Americas, Inc. 210 Meadowlands Parkway Secaucus, NJ 07094	12/08/2011 – 8/26/2015 NYS Vendor ID #: 1000032568	75-2066352
PT64408 SBE NYS	SecureWatch24, LLC. One Penn Plaza, Suite 4000 New York, NY 10119	6/18/2009 – 8/26/2015 NYS Vendor ID #: 1000044257	20-0914683
PT65392 SBE NYS	Security Management Systems, Inc. 225 Community Drive, Suite 150 Great Neck, NY 11021	4/04/2011 – 8/26/2015 NYS Vendor ID #: 1000046971	11-2477627
PT63302 SBE NYS	SI Technologies, Inc. d/b/a Security Integrations 11 Walker Way Albany, NY 12205	09/19/2007 -8/26/2015 Suppl. Award Date: 9/23/2008 NYS Vendor ID #: 1000007143	14-1754907

PT63200	Siemens Building Technologies, Inc. 19 Chapin Road PO.Box 704 Pinebrook, NJ 07058	8/27/2007 – 8/26/2015 Suppl. Award Date: 9/23/2008 NYS Vendor ID #: 1000006213	13-2762488
PT63104	SimplexGrinnell, LP. 1399 Vischer Ferry Road Clifton Park, NY 12065	8/27/2007 – 8/26/2015 NYS Vendor ID #: 1000032326	58-2608861
PT64411	Skyline Mills 9220 Rumsey Road #100 Columbia, MD 21045	7/21/2009 – 8/26/2012 NYS Vendor ID #: 1100005516	53-0257683
PT64343	Smiths Detection, Inc. 88 Silva Lane, Suite 250 Middletown, RI 02842	1/23/2009 – 8/26/2012 NYS Vendor ID #: 1000008854	22-3552823
PT63633	Stanley Security Solutions, Inc. 40 Gardenville Parkway West Suite # 105 West Seneca, NY 14224-6310	1/04/2008 - 8/26/2015 NYS Vendor ID #: 1000009157	35-1842918
PT64063	StopTech, Ltd. 365 Industrial Drive Harrison, OH 45030	7/9/2009 – 8/26/2015 NYS Vendor ID #: 1000031236	31-1749742
PT65393 SBE - 14 NYS	Stratagem Security, Inc. 2 Westchester Plaza Elmsford, NY 10523	8/23/2011 – 8/26/2015 NYS Vendor ID #: 1000047038	13-2781197
PT63303	Synergon Solutions, Inc. d/b/a Stancil Solutions 1335 Gateway Drive, Suite 2008 Melbourne, FL 32901	09/12/2007 – 8/26/2015 NYS Vendor ID #: 1000057837	59-3391648
PT64162 NYS	Syracuse Time & Alarm Co., Inc. 2201 Burnet Avenue Syracuse, NY 13206	10/29/2008 – 8/26/2012 NYS Vendor ID #: 1000003539	16-1184747
PT65558 NYS	Technical Building Services, Inc. 12E Commerce Drive Ballston Spa, NY 12020	12/9/2012 – 8/26/2015 NYS Vendor ID #: 1000027547	14-1625459
PT64310 SBE NYS	Technical Systems Group, Inc. 1799 Clinton Avenue North Rochester, NY 14621	1/06/2009 – 8/26/2015 NYS Vendor ID #: 1000040578	16-1189739
PT65349	The Stahura-Brenner Group, Inc. 5405 Alton Parkway #5A-359 Irvine, CA 92604	2/08/2011 – 8/26/2012 NYS Vendor ID #: 1000040578	33-0234303
PT63304 SBE NYS	Total Recall Corp. 17 Washington Ave. Suffern, NY 10901	09/12/2007 – 8/26/2015 Suppl. Award Date: 1/26/2011 NYS Vendor ID #: 1000032326	13-3433563

PT65394	Touchcom, Inc. 118 West 22 nd St. New York, NY 10011	3/18/2011 – 8/26/2015	04-3236320 NYS Vendor ID #: 1000046940
PT65559 SBE NYS	Tri-Ed Northern Video Distribution 100 Crossways Park Drive West, Ste 207 Woodbury, NY 11797	8/17/2011 – 8/26/2012	95-4524403 NYS Vendor ID #: 1100007038
PT64163	Trimble Navigation, Ltd. 935 Stewart Drive Sunnyvale, CA 94085	1/05/2009 – 8/26/2015	94-2802192 NYS Vendor ID #: 1000018774
PT63600 SBE NYS	U & S Services, Inc. 233 Fillmore Ave., Suite # 11 Tonawanda, NY 14150	11/06/2007 – 8/26/2015	16-1364177 NYS Vendor ID #: 1000015826
PT65395 WBE MBE SBE NYS	Unique Comp., Inc. 27-08 42 nd Road Long Island City, NY 11101	3/31/2011 - 8/26/2015	11-3411202 NYS Vendor ID #: 1000012266
PT63305 SBE NYS	Universal Security Systems, Inc. 310 Oser Avenue Hauppauge, NY 11788	10/21/2007 – 8/26/2015	13-4236712 NYS Vendor ID #: 1000001412
PT65442	Unlimited Technology, Inc. 20 Senn Drive Chester Spring, PA 10595	8/23/2011 – 8/26/2015	22-3992877 NYS Vendor ID #: 1100005402
PT65560 SBE NYS	Video Hi Tech Corp. d/b/a Adwar Video 125 Gazza Blvd Farmingdale, NY 11735	8/22/2011 – 8/26/2015	11-2765013 NYS Vendor ID #: 1000005772
PT64407 SBE NYS	VisionTec Solutions Corp. 140 Madison Street Franklin Square, NY 11010	5/19/2009– 8/26/2015	42-1636961 NYS Vendor ID #: 1000057691
PT63538 SBE NYS	Washington Computer Services, Inc. 32 W39 th St., Suite 900 New York, NY 11008	10/01/2007 – 8/26/2012 Suppl. Award Date: 10/06/2008	13-3086643 NYS Vendor ID #: 1000032987

LIST OF VALUE ADDED RESELLERS:

Please see below the following link to the Pricing and Contract Information Page:

<http://www.ogs.state.ny.us/purchase/snt/awardnotes/7720120191Prices.pdf>

INDEX OF AWARDS (LOTS & REGIONS) HOW TO USE CONTRACTS:

Note: Please see the "Pricing Information" section of the OGS website for Group 77201, Award 20191 for the contact information for each contract holder.

Please see below a chart of the LOTS and Regions awarded to each contractor for Security Systems and Solutions. Please use the following link to go directly to the pricing information pages. At the beginning of each price list tab is a summary of the products and/or services available.

PLEASE NOTE: products and/or services not listed on a contractor's pricing tab MAY NOT BE awarded to that contractor and MAY NOT BE on contract. Please contact the OGS Contract Administrator listed on Page One of this document for any questions.

<http://www.ogs.state.ny.us/purchase/snt/awardnotes/7720120191Prices.pdf>

Contractor	Contract #	Lot I	Lot II	Lot III	Lot IV	Lot V
275 Technology Solutions, Inc. d/b/a FJC Technology Solutions	PT65342	Statewide				
A+ Technology Solutions, Inc.	PT63297			Statewide	Regions 1-3, 8	
Access Control Technologies, Inc.	PT65379			Regions 2-4		
Activu Corporation	PT64342			Statewide		
Adirondack Cabling, Inc.	PT64058			Regions 3-6		
ADT Security Services, Inc.	PT63073			Statewide		
Advanced Digital Data Technology, Inc.	PT63534	Statewide				
Alarm Systems Distributors, LLC.	PT65432	Statewide				
American Securities Technologies, Inc. d/b/a Worldwide Security	PT65552			Regions 1-3		
Anixter, Inc.	PT63201	Statewide				
Aventura Technologies, Inc.	PT64154			Statewide		
Ber-National Controls, Inc.	PT63535			Region 7		
Biometrics4ALL, Inc.	PT65343			Statewide		
Building Controls & Services, Inc.	PT65380	Statewide	Regions 6-9	Regions 6-9	Regions 6-9	Regions 6-9
Carrier Communications Corp.	PT63539	Statewide	Regions 1-4	Regions 1-4		
Central Home Systems, Inc.	PT65433	Statewide		Region 1		
Cedar Path Solutions Group, Inc.	PT65381					
Chubb Fire & Security (NY), Inc.	PT63301	Statewide	Regions 1-8	Regions 1-8		Statewide
Clearview Data Systems, Inc.	PT64316			Statewide		
Cogent Systems, Inc.	PT64156	Statewide	Statewide	Statewide		Statewide
Comfort Systems USA (Syracuse), Inc. d/b/a ABJ Fire Protection	PT65664			Regions 6-9		
Commercial Instruments &	PT65434			Regions 3		

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Alarm Systems, Inc. d				and 4		
Communications Supply Corp.	PT63202	Statewide				
ComnetiX, Inc.	PT63109			Statewide		
Computerized Inventory Concepts, Inc. d/b/a Integrated Systems	PT65435			Statewide		
Contemporary Computer Services, Inc.	PT65383			Regions 1-4		
Control Network Communications, Inc.	PT64155			Regions 4-9		
Control Technologies, Inc.	PT65384			Regions 1, 2, and 6		
Cross Match Technologies, Inc.	PT64157	Statewide				
Custom Computer Specialists, Inc.			Regions 1-3			
Day Automation Systems, Inc.	PT64059	Regions 1-8	Regions 3-8	Regions 3-8		
Diebold Enterprise Security Systems, Inc.	PT63536			Regions 1, 2, 3, 5, 7, and 8		
Digital Surveillance Solutions, Inc.	PT65344	Regions 1-3		Regions 4-9		
Eclipse Network Solutions, LLC.	PT64313	Statewide	Regions 5 and 6	Regions 5 and 6	Regions 5 and 6	Regions 5 and 6
EIA Datacom, Inc.	PT64317				Regions 1-8	
Electronic Systems Solutions, Inc.	PT65385	Statewide				
Electronic Technologies Corporation, USA	PT64383	Statewide	Statewide	Statewide		
Fieldprint, Inc.	PT65554					Statewide
FES Installations, Inc.	PT65386			5, 7, and 8		
Fiber Instrument Sales, Inc.	PT65387	Statewide				
Fried Bros., Inc.	PT65388	Statewide				
GM Data Communications, Inc.	PT65438					
Graybar Electric Company	PT63298	Statewide				
Hello Alert, Inc.	PT64060			Region 1		
Henry Brothers Electronics, Inc.	PT64381	Statewide	Statewide	Statewide	Statewide	Statewide
Honeywell International, Inc.	PT63299		Regions 1, 5-9		Regions 5-9	Statewide
Hoefler Communications, Inc.	PT65345				Regions 5-9	
IBM Corporation	PT64409			Regions 1-3		
ICAS (Interface Cable Assemblies & Services) Corp.	PT65389				Regions 1-5	Regions 1-5
Identocard Systems Worldwide, Inc.	PT63198	Statewide				

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Idesco Corp.	PT63108	Statewide		Regions 1-4		
Identification Data & Imaging, LLC.	PT64159			Regions 1-3		
IK Systems, Inc.	PT64158			Regions 7-9		
Intelli-Tec Security Services, LLC.	PT64406			Regions 1-3		
InterVid, Inc.	PT63537	Regions 1-4, 6-9		Region 5		
Intralogue Solutions, Inc.	PT64345	Statewide	Regions 1 and 2	Statewide	Regions 1 and 2	
IVAS, Inc. d/b/a/ AngelTrax		Statewide				
Johnson Controls, Inc.	PT63103			Statewide		
JSE Holdings, Inc. d/b/a IC2S	PT65346	Statewide	Statewide	Statewide	Statewide	Statewide
Kintronics, Inc.	PT64311	Statewide				
Linstar, Inc.	PT63106	Regions 5-9		Statewide		
Leica Geosystems, Inc.	PT64061	Statewide				
Life Safety Engineered Systems, Inc.	PT64160			Statewide		
LPC, Inc.	PT64315	Statewide	Regions 1-3	Regions 1-3	Regions 1-3	Regions 1-3
Lucille Maud Corporation	PT65555	Statewide				
Macro Digital Technology Corp.	PT65389	Statewide	Regions 1-3	Regions 1-3	Regions 1-3	Regions 1-3
Mason Technologies, Inc.	PT65347			Regions 1-4		
Metropolitan Data Solutions, Ltd.	PT63105	Regions 1-4				
MorphoTrak, Inc.	PT64062			Statewide		
Networked Educational Technologies, Ltd. d/b/a CSDNet	PT65556			Region 1		
Open Systems Integrators, Inc.	PT65348			Statewide		
Pictometry International Corp.	PT64410			Statewide		
Plastic Card Systems, Inc.	PT63107	Statewide				
Protective Management Systems, Inc.	PT64380			Region 1	Region 1	Region 1
Safeguards Technology, LLC.	PT64344	Statewide				
Safezone24, LLC.	PT65391			Regions 1-3		
Schneider Electric Builds Americas, Inc.	PT65557	Regions 1-3		Regions 1-3		
SecureWatch24, LLC.	PT64408			Regions 1-4		
Security Management Systems, Inc.	PT65392	Statewide		Regions 1-5		
SI Technology Inc. d/b/a Security Integrations	PT63302	Statewide	Statewide	Statewide	Statewide	Statewide
Siemens Building Technologies, Inc.	PT63200			Statewide		
SimplexGrinnell, LP.	PT63104			Statewide		
Smiths Detection, Inc.	PT64343	Statewide				
Skyline Mills	PT64411	Statewide			Statewide	

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Stanley Security Solutions, Inc.	PT63633			Statewide		
StopTech, Ltd.	PT64063			Statewide		
Stratagem Security, Inc.	PT65393	Regions 1-4	Regions 1-4	Regions 1-4		
Synergon Solutions, Inc. d/b/a Stencil Solutions	PT63303	Statewide	Statewide	Statewide		
Syracuse Time & Alarm Co, Inc.	PT64162	Regions 7 and 8				
Technical Building Services, Inc.	PT65558	Regions 3-6	Regions 3-6	Regions 3-6		Regions 3-6
Technical Systems Group, Inc.	PT64157	Regions 7-9		Regions 7-9	Regions 7-9	
The Stahura-Brenner Group, Inc.	PT65349					Statewide
Tri Ed Northern Video Distribution	PT65559	Statewide				
Total Recall Corp.	PT63304	Statewide		Regions 2-4		
Touchcom, Inc.	PT65394	Statewide		Regions 1-3		
Trimble Navigation, Ltd.	PT64163		Statewide			
Unique Comp., Inc.	PT65395			Regions 1-5		
Unlimited Technology, Inc.	PT65442	Region 3	Region 3	Region 3		
U & S Services, Inc.	PT63600	Regions 1-4, 6, 9	Region 9	Region 9		Region 9
Universal Security Systems, Inc.	PT63305	Statewide	Regions 1-3	Regions 1-3		
Video Hi-Tech Corp.	PT65560			Statewide		
VisionTec Solutions Corp.	PT64407			Regions 1 and 2		
Washington Computer Services, Inc.	PT63538	Statewide			Region 2	

Note: The first column in ADT's NYS Net Price List contains the Maintenance Cost for the item. The last column is the NYS Net Price. These columns should be used when Authorized Users are preparing their Purchase Orders. Authorized Users should use the Percent Discount and NYS Net Price indicated when seeking quotes for similar equipment from Multiple Contractors to obtain better pricing.

Please Note:

When utilizing contracts awarded as a result of RFP 20191, Authorized Users should note that the pricing is "Not to Exceed." As these are multiple award contracts, Authorized Users are encouraged to seek quotes from multiple contractors, and negotiate for better pricing. Authorized Users should always follow their Internal Procurement Guidelines and Best Practices and maintain a detailed Procurement Record.

LIST OF SUBCONTRACTORS:

Please see below the following link to the Pricing and Contract Information Page:

<http://www.ogs.state.ny.us/purchase/snt/awardnotes/7720120191Prices.pdf>

HOW TO USE ADIRONDACK CABLING, INC.'S SUBCONTRACTORS:

Adirondack Cabling, Inc. is often requested to provide services within the scope of an installation which is outside of Adirondack's expertise but is integral to the overall solution. In these instances Adirondack will utilize the specialized expertise of one of their partner Subcontractors.

Examples of these services include but are not limited to the following:

- Locksmiths to install door hardware
- Electricians to provide high voltage connections and lighting
- Contractors for excavation and Outside Plant Construction
- Elevator Companies to provide travel cables
- IT Companies to provide specialized network support

Adirondack Cabling, Inc. will provide these services as part of the total solution at cost plus 25% of the subcontractors invoice.

Adirondack Cabling will work in conjunction with the authorized user to ensure the utilization of qualified subcontractors is of best value, and to ensure the highest quality and best services when providing a turn-key solution.

In doing so, Adirondack Cabling will act as the single point of contact for the authorized user. Adirondack Cabling will take full ownership of the installation including the warranty provisions as set forth in the contract.

Adirondack Cabling will oversee all aspects of the project as it relates to our scope of work including that of the subcontractor.

Subcontractors will provide services on a fixed price/lump sum basis, and will be required to meet current prevailing wage mandates for their respective trade.

Adirondack Cabling will demonstrate the cost of these services by submitting the original subcontractors' quote to the authorized user for review prior to the commencement of work. In addition, Adirondack Cabling will attach a copy of the subcontractors' invoice, with our fee clearly noted, when applying for payment.

This fee includes direct expenses to manage the subcontractor including, but not limited to:

- Developing a scope of work.
- Procuring subcontracting services including walkthrough's as necessary.
- Managing project documents - (time sheets, certified payroll, as-built documentation, etc.)
- Coordinating project activity between trades.
- Ensuring project plans & specifications are met.
- Overseeing all aspects of the installation to ensure projects are completed in a timely manner.

HOW TO USE ADT SECURITY SERVICES, INC.'S SUBCONTRACTORS:

ADT is often called upon for Turnkey Security Systems & Solutions. This may include additional work that is outside of ADT's expertise but integral to the overall solution. Examples of this include but are not limited to the following:

- Providing a Split Air Conditioning system to keep equipment running at proper Operating temperature.
- Moving non structural walls or doors to allow an area for equipment and the customer's surveillance operator to reside or to install a portal door or sally port.
- Hiring a locksmith to install door strikes for the card access system.
- Providing concrete pads for mounting camera poles.
- Provide proper lighting for Cameras to operate.
- Hiring a fence contractor to repair a damaged fence so that equipment can be installed properly.
- Hiring a fiber contractor to reduce the amount of cable that needs to be ran throughout the building.
- Engage Manufacturer technicians to provide a higher level of maintenance required for specific installed equipment.
- Trenching to run cable from building to building may include repairing pavement or concrete.
- Hiring a tree contractor to trim or remove trees to allow for optimum required camera views.
- Running of conduit and power for cabling and devices in the structure.

Under the aforementioned circumstances, ADT is permitted under Group PT63073 to undertake the following procedures to ensure both a competitive procurement, lowest cost, and the best services for authorized users to complete a Turnkey security system:

Whenever a sub contractor is used ADT solicits three bids for all jobs anticipated to be over \$15,000 in cost. ADT's list of sub contractors will include their years in business, basic description of work provided and the regions that they conduct their work. As with the past contract and consistent with all other contracts that ADT has with NYS the fee for these services will be cost plus 25%. This includes direct expenses to develop and manage project/contractor milestones, progress billing and field verification of labor quality. It also includes the following;:

1. ADT takes full ownership of the project from cradle to grave insuring that the end user gets the best integration possible. This also allows the NYS customer a single point of contact instead of being tasked with managing multiple trades at one time.
2. ADT works with the NYS customer and usually their consultant to review all the Plans and Specifications.
3. ADT will work with the Engineers and Consultants to clarify any issues with the Plans and Specifications.
4. ADT will then bid the project to three reputable contractors. This usually includes a pre bid meeting and a walkthrough of the facility.
5. ADT then reviews all Contractor bids and will oversee the selection of a qualified and competent contractor.
6. ADT will arrange and attend a kick off meeting with their contractor and the facility.
7. ADT will oversee that all the specific standards and requirements of the State Customer are followed.
8. ADT will oversee ALL aspects of the project.
9. ADT will work to ensure at project completion that the contractors punch list is not dragged out, that the facility can assume normal operations without the on going, never ending punch list work.

SERVICE

In the event that a NYS Customer does not have a full maintenance plan in effect and requires Time and Material Service the following rates shall apply.

1. All LABOR shall be charged as per the Regional rates posted on the current contract.
2. All REPLACEMENT of "ON CONTRACT PARTS" shall be charged as per the current NYS Contract posted rate.
3. In the event that an ADT technician determines that a piece of equipment can not be field repaired it will be necessary to return such piece of equipment to the manufacturer for evaluation. If the

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manufacturer can repair the piece of equipment or any component of such equipment an estimate will be provided to ADT by the Manufacturer. ADT will then determine the cost of the repair, which is not to exceed 50% of the replacement cost. If the repair cost exceeds 50% of the replacement cost, ADT will recommend replacement. If the piece of equipment or any component can be repaired by the manufacturer for less than 50% of the replacement value, ADT shall authorize such repair via a Purchase Order to the Manufacturer. The final repair cost will be the net cost of the repair, which includes all shipping and handling charges, plus an additional fee of 25% of the manufacturers repair cost. Any field repair charges incurred will be billed at the hourly labor rates posted on our current contract. Upon request, ADT will furnish the Purchase Order provided to the manufacturer as verification of the repair charge.

4. In the event that ADT chooses to use manufacturer's representative, field advisor, or sub contractor to perform a service call or site visit, the cost shall be the same as our sub contractor provision which is cost plus a 25% markup.

AVENTURA TECHNOLOGIES, INC. NOTE TO AUTHORIZED USERS:

Section 69-M of the General Business Law and Title 19 NYCRR Reg. 195.2 provide that any person engaging in the business of installing, servicing or maintaining security or fire alarm systems must be licensed to do so.

Aventura Technologies, Inc. does not hold an NYS Fire Alarm or Security Systems Installer's License and must have licensed subcontractors perform all on-site physical (HANDS-ON) labor (installation, systems integration, and maintenance) covered under this license.

Aventura Technologies, Inc. is prohibited from performing any on-site physical (HANDS-ON) labor actions with regards to installing, integrating, or maintaining Fire Alarm or Security Systems as defined in Sec. 69-M and Title 19 NYCRR 195.2. Any actions involving installing, integrating, or maintaining a Fire Alarm or Security System as defined in Sec. 69-M of the General Business Law and Title 19 NYCRR 195.2 by a prime contract holder will be grounds for contract suspension.

Prime contract holders can only provide verbal consulting/supervising for any work where this license is required.

It is the responsibility of the authorized user to ensure the compliance of the prime contract holder with this requirement when performing work on contract.

Please see below the following link to the NYSDOS website for additional information regarding the NYS Fire Alarm or Security Systems Installer License required per Sec. 69-M of the General Business Law Title 19 NYCRR Reg. 195.2:

<http://www.dos.state.ny.us/lcns/lawbooks/security.html>

Please see below a list of the approved licensed Subcontractors on PT64154.

HOW TO USE BUILDING CONTROLS & SERVICES, INC.'s SUBCONTRACTORS:

As a provider of turn-key Security Systems and Solutions installations, Building Controls & Services, Inc. may at times utilize subcontractors to provide additional services that may be outside of our core business to meet the customer need. This additional work may require, but not be limited to, the utilization of the following subcontracting services to accommodate the overall design requirements in conjunction with the provision of a turn-key solution:

- Heating, ventilation, air conditioning (HVAC) specialists to install, modify, and /or furnish material for HVAC systems including, but not limited to, building management controls, fan control, smoke control, smoke / fire dampers, ductwork, etc. as necessary.
- General contractor specialists to install, modify, and/or furnish material for structural changes, painting, patching, etc, as necessary.
- Electrical subcontractors to install, modify, and / or furnish material for electrical systems including, but not limited to, raceway, cabling, line voltage supply, control wiring, trenching, etc. as necessary.
- Locksmiths to install, modify, and /or furnish material including, but not limited to, door strikes, door closures, etc. as necessary.
- Cabling specialists to install, modify, and or furnish material including, but not limited to, fiber optic cabling, fiber optic connectors, duct banks, etc. as necessary.

Building Controls & Services, Inc. is permitted under the Security Systems & Solutions procurement contract to utilize subcontracting services as defined above. Building Controls & Services, Inc. will work in conjunction with the authorized user to ensure the utilization of qualified subcontractors who can provide professional quality installation at competitive pricing to meet the project requirements.

In doing so, Building Controls & Services, Inc. will act as the single point of contact for the authorized user and will take full ownership of the installation including the warranty provisions as set forth in the NYS Centralized Contract. will oversee all aspects of the project as it relates to our scope of work including that of the subcontractor's.

Building Controls & Services, Inc. will offer these services at a fee not to exceed cost plus 25% of the subcontractor's invoice. Subcontractors will provide services on a fixed price / lump sum basis, and will be required to meet current prevailing wage mandates for their respective trades.

Building Controls & Services will demonstrate the cost of these services by submitting the original subcontractors' quote to the authorized user for review prior to the commencement of work. In addition, Building Controls & Services will attach a copy of the subcontractors' invoice, with our fee clearly noted, when applying for payment. This fee includes direct expenses to manage the subcontractor including, but not limited to:

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- Developing a scope of work.
- Procuring subcontracting services including walk-through's as necessary.
- Managing project documentation such as time sheets, certified payroll, as-built documents, etc.
- Overseeing all aspects of the installation to ensure projects are completed in a timely manner.
- Ensuring project plans & specifications are met.
- Coordinating project activities between trades.

CARRIER COMMUNICATIONS CORP. NOTE TO AUTHORIZED USERS:

Section 69-M of the General Business Law and Title 19 NYCRR Reg. 195.2 provide that any person engaging in the business of installing, servicing or maintaining security or fire alarm systems must be licensed to do so.

Carrier Communications Corp, does not hold an NYS Fire Alarm or Security Systems Installer's License and must have licensed subcontractors perform all on-site physical (HANDS-ON) labor (installation, systems integration, and maintenance) covered under this license.

Carrier Communications Corp. is prohibited from performing any on-site physical (HANDS-ON) labor actions with regards to installing, integrating, or maintaining Fire Alarm or Security Systems as defined in Sec. 69-M and Title 19 NYCRR 195.2. Any actions involving installing, integrating, or maintaining a Fire Alarm or Security System as defined in Sec. 69-M of the General Business Law and Title 19 NYCRR 195.2 by a prime contract holder will be grounds for contract suspension.

Prime contract holders can only provide verbal consulting/supervising for any work where this license is required.

It is the responsibility of the authorized user to ensure the compliance of the prime contract holder with this requirement when performing work on contract.

Please see below the following link to the NYSDOS website for additional information regarding the NYS Fire Alarm or Security Systems Installer License required per Sec. 69-M of the General Business Law Title 19 NYCRR Reg. 195.2:

<http://www.dos.state.ny.us/lcns/professions/sec-fireinstallers/install1.htm>

HOW TO USE CHUBB FIRE & SECURITY (NY), INC.'S SUBCONTRACTORS:

As a provider of turn-key Security Systems & Solutions installations, Chubb Fire & Security (NY), Inc. will at times utilize subcontractors to provide additional work that is outside our core business. This additional work may require, but not be limited to, the utilization of the following subcontracting services to accommodate the overall design requirements in conjunction with the provision of turn-key solutions:

- Cabling specialists to install, modify, and/or furnish material including, but not limited to fiber optic cabling, fiber optic connectors, duct banks, etc. as necessary.
- Locksmiths to install, modify, and/or furnish material including, but not limited to, door strikes, door closures, etc. as necessary.
- General contractor specialists to install, modify, and/or furnish material for structural changes, soffits, painting, patching, etc. as necessary.
- Electrical contractors to install, modify, and/or furnish material for electrical systems including, but not limited to, raceway, cabling, line voltage supply, control wiring, trenching, duct banks, etc. as necessary.
- Heating, ventilation, air conditioning (HVAC) specialist to install, modify, and/or furnish material for HVAC systems including, but not limited to, building management controls, fan control, smoke control, smoke/fire dampers, duckwork, etc as necessary.

Chubb Fire & Security (NY), Inc. is permitted under the Security Systems & Solutions procurement contract (Group 77201, Chubb Fire & Security (NY), Inc. Contract PT63301) to utilize subcontracting services as defined above. Chubb Fire & Security (NY), Inc. will work in conjunction with the authorized user to ensure the utilization of qualified subcontractors is of best value, and to ensure the highest quality and best services when providing a turn-key solution.

In doing so, Chubb Fire & Security (NY), Inc. will act as the single point of contact for the authorized user. Chubb Fire & Security (NY), Inc. will take full ownership of the installation including the warranty provisions as set forth in the contract. Chubb Fire & Security (NY), Inc. will oversee all aspects of the project as it relates to our scope of work including that of the subcontractor.

Chubb Fire & Security (NY), Inc. will offer these services at a fee not to exceed cost plus 25% of the subcontractors invoice. Subcontractors will provide services on a fixed price/lump sum basis, and will be required to meet current prevailing wage mandates for their respective trade.

Chubb Fire & Security (NY), Inc. will demonstrate the cost of these services by submitting the original subcontractors quote to the authorized user for review prior to the commencement of work. In addition, Chubb Fire & Security (NY), Inc. will attach a copy of the subcontractors' invoice, with our fee clearly noted, when applying for payment.

This fee includes direct expenses to manage the subcontractor including, but not limited to:

- Coordinating project activity between trades
- Developing a scope of work
- Managing project documents (time sheets, certified payroll, as-built documentation, etc.)

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- Overseeing all aspects of the installation to ensure projects are completed in a timely manner
- Ensuring project plans & specifications are met
- Procuring subcontracting services including walkthrough's as necessary.

A list of the approved subcontractors qualified to perform work associated with their respective trade is attached. All of the subcontractors listed will have a minimum of two years experience in their discipline. The list details the company name and services they provide.

Over the course of providing emergency services, maintenance, repair, inspection and testing to life safety systems under the Chubb Fire & Security (NY), Inc. Contract PT63301 (NYS Contract), Chubb Fire & Security(NY), Inc. will at times utilize the services of a subcontractor or employ technical services outside of our core business. Chubb Fire & Security (NY), Inc. will offer these services at a fee not to exceed cost plus 25% of the subcontractors invoice. Subcontractors will provide services on a fixed price/lump sum or Time & Material basis. The subcontractor will be required to meet current prevailing wage mandates for their respective trade.

COMPUTERIZED INVENTORY CONCEPTS, INC. D/B/A/ INTEGRATED SYSTEMS NOTE TO AUTHORIZED USERS:

Section 69-M of the General Business Law and Title 19 NYCRR Reg. 195.2 provide that any person engaging in the business of installing, servicing or maintaining security or fire alarm systems must be licensed to do so.

Computerized Inventory Concepts, Inc. d/b/a Integrated Systems does not hold an NYS Fire Alarm or Security Systems Installer's License and must have licensed subcontractors perform all on-site physical (HANDS-ON) labor (installation, systems integration, and maintenance) covered under this license.

Computerized Inventory Concepts, Inc. d/b/a Integrated Systems is prohibited from performing any on-site physical (HANDS-ON) labor actions with regards to installing, integrating, or maintaining Fire Alarm or Security Systems as defined in Sec. 69-M and Title 19 NYCRR 195.2. Any actions involving installing, integrating, or maintaining a Fire Alarm or Security System as defined in Sec. 69-M of the General Business Law and Title 19 NYCRR 195.2 by a prime contract holder will be grounds for contract suspension.

Prime contract holders can only provide verbal consulting/supervising for any work where this license is required.

It is the responsibility of the authorized user to ensure the compliance of the prime contract holder with this requirement when performing work on contract.

Please see below the following link to the NYSDOS website for additional information regarding the NYS Fire Alarm or Security Systems Installer License required per Sec. 69-M of the General Business Law Title 19 NYCRR Reg. 195.2:

<http://www.dos.state.ny.us/lcns/lawbooks/security.html>

Please also see attached the List of Approved licensed Subcontractors that can perform physical installation, systems integration, and maintenance where this licensed is required.

CUSTOM COMPUTER SPECIALISTS, INC. NOTE TO AUTHORIZED USERS:

Section 69-M of the General Business Law and Title 19 NYCRR Reg. 195.2 provide that any person engaging in the business of installing, servicing or maintaining security or fire alarm systems must be licensed to do so.

Custom Computer Specialists, Inc. does not hold an NYS Fire Alarm or Security Systems Installer's License and must have licensed subcontractors perform all on-site physical (HANDS-ON) labor (installation, systems integration, and maintenance) covered under this license.

Custom Computer Specialists, Inc. is prohibited from performing any on-site physical (HANDS-ON) labor actions with regards to installing, integrating, or maintaining Fire Alarm or Security Systems as defined in Sec. 69-M and Title 19 NYCRR 195.2. Any actions involving installing, integrating, or maintaining a Fire Alarm or Security System as defined in Sec. 69-M of the General Business Law and Title 19 NYCRR 195.2 by a prime contract holder will be grounds for contract suspension.

Prime contract holders can only provide verbal consulting/supervising for any work where this license is required.

It is the responsibility of the authorized user to ensure the compliance of the prime contract holder with this requirement when performing work on contract.

Please see below the following link to the NYSDOS website for additional information regarding the NYS Fire Alarm or Security Systems Installer License required per Sec. 69-M of the General Business Law Title 19 NYCRR Reg. 195.2:

<http://www.dos.state.ny.us/lcns/lawbooks/security.html>

Please also see attached the List of Approved Subcontractors in the Pricing Information Tab for "Customer Computer Specialists, Inc." in the link titled "Subcontractor List."

HOW TO USE DAY AUTOMATION SYSTEMS, INC.'s SUBCONTRACTORS:

From time to time, Day Automation Systems is required to use Subcontractors to perform work outside our core business functionality.

Examples of these services include but are not limited to:

1. Electrical Line and low voltage installation services
2. Air Conditioning Installation Service
3. Elevator Control Modifications
4. Door Hardware Implementations

Day Automation Systems will provide these services as parts of the total solution at a total Sub-Contract Cost Plus 25% markup on the Subcontractor invoice.

Day Automation Systems will select from our approved list of subcontractors, and if asked, select from the Authorized User's list of approved subcontractors to perform the Installation or specialty work required when providing turnkey solutions.

Under the program set forth above, Day Automation Systems shall be the single point of contact for the Authorized User, providing all required scope of work, supervision and equipment to the subcontractors as required so as to derive a first quality implementation. Also under the program set forth above, Day Automation Systems shall, among other things, develop a scope of work, procure subcontracting services including walkthroughs as necessary, manage project documentation and oversee all aspects of the installation to ensure that all projects are completed in a timely manner. Day Automation Systems shall guarantee the project as required by the contract and shall be the single point of contact for all guarantee issues.

Subcontractors shall provide a single fixed price to Day Automation Systems for their respective scopes of work. The work scope, Subcontractor quotation and Day Automation Systems markup shall be provided to the Authorized User as the documentation that defines the value of that component in the total project. The Authorized User shall provide approval for the scope and cost of the work proposed.

The Subcontractor shall provide certified payroll demonstrating compliance with NYS DOL prevailing wage rate laws for the installation or repair services provided to Day Automation Systems, Inc. Day Automation Systems shall provide the certified payroll to the Authorized User per the terms of the contract.

**HOW TO USE DIEBOLD ENTERPRISE SECURITY SYSTEMS, INC.'S
SUBONTRACTORS:**

As a provider of turn-key Security Systems and Solutions, Diebold Enterprise Security Systems (Diebold) will at times utilize subcontractors to provide additional work. The additional work may include but not be limited to the utilization of services to accommodate the overall design requirements. These services may include, but are not limited to:

- A. Construction Services for all types of construction related work
- B. General Contractor Services regarding the installation, modification, etc. for structural changes, patching, etc.
- C. Electrical Contractor Services to install or modify electrical systems such as raceways, cabling, line voltage hook-ups, trenching, etc.
- D. Locksmiths to install and modify door strikes, door closures, etc.
- E. Cabling Services to install or modify fiber optic cabling, connectors, etc.

Diebold is permitted under the Security Systems and Solutions procurement contract (Group 77201, Contract PT63536) to utilize subcontracting services as defined above. Diebold will ensure that the utilization of qualified subcontractors represents the highest levels of quality and service.

Diebold will take full ownership and responsibility for all work performed by the subcontractors, and will oversee all aspects of their work. Diebold will remain the single contractual point of contact for any work performed by these subcontractors, and will be responsible for any warranty issues that may arise.

Diebold will offer these services at the subcontractor's cost plus a fee not to exceed 25%. A copy of the subcontractor's invoice will be submitted prior to payment. All subcontractor work will be based on a firm, fixed price contract issued by Diebold. The original subcontractor's quote will be provided prior to the commencement of any work. This fee includes the direct expenses necessary to manage the subcontractor including but not limited to:

- 1. Developing a scope of work
- 2. Procurement of subcontracting services
- 3. Managing project related documentation (schedules, drawings, etc.)
- 4. Project management coordination between trades
- 5. Ensuring that all aspects of the project plans and specifications are satisfied.
- 6. Overseeing all aspects of the installation and ensuring completion in a timely manner without sacrificing quality.

HOW TO USE ELECTRONIC TECHNOLOGIES CORP., USA D/B/A/
INGERSOLL RAND SECURITY TECHNOLOGIES' SUBCONTRACTORS:

Ingersoll Rand Security Technologies is a technology-based solutions provider of turn-key Integrated Security System Installations & Services. Ingersoll Rand utilizes and manages the support of professional, licensed subcontractors to provide additional services outside our core businesses to create and sustain safe, comfortable and efficient environments for our clients. These additional services may vary and may include, but not be limited to the following subcontracting services:

- Electrical contractors to install, modify, extend existing and/or furnish electrical equipment/material for electrical systems including, but not limited to, raceway, fiber optic & copper cabling, line voltage supply, control wiring, trenching, exterior lighting poles, perimeter fence & barriers, delta barriers, duct banks, ATS panels, UPS's, lighting, etc.
- Locksmiths to assist in the installation, modification, retro-fit of electrified, mechanical and finished door hardware.
- Communications cabling specialists to install, modify, and implement network system solutions, services, support and the installation of fiber and blown fiber backbone.
- Landscaping contractors to curb and prune overgrown landscaping causing obstruction to camera surveillance views and points of security access.
- Sprinkler contractors to install, modify, extend existing and/or furnish equipment/material for the installation and maintenance of sprinkler systems including, but not limited to, head end control panels, sprinkler piping raceway and sprinkler peripheral devices, etc., for wet and dry systems.

Ingersoll Rand is permitted under the Security Systems & Solutions procurement contract (Group 77201, Ingersoll Rand Contract PT64383) to utilize subcontracting services as defined above. Ingersoll Rand will consult with authorized users to ensure the utilization of qualified subcontractors is of best value, and to ensure the highest quality and best services when providing a turn-key solution. Ingersoll Rand will act as the Prime Contractor and be the single point of contact for the authorized user. Ingersoll Rand will take full ownership of work including the warranty provisions as set forth in the contract. Ingersoll Rand will ensure all work, including that of the subcontractor, is managed to a successful completion in accordance with the scope.

When consideration is made by Ingersoll Rand to utilize a subcontractor, three bids will be solicited for review. The list of the subcontractors will include a basic scope of work, years in business and regions where work is performed. Ingersoll Rand will offer these services at a fee not to exceed **cost plus 25%** of the subcontractors invoice. Subcontractors will provide services on a fixed price/lump sum basis, and will be required to meet current prevailing wage mandates for their respective trade.

Ingersoll Rand will demonstrate the cost of these services by submitting the original subcontractors' quote to the authorized user for review prior to the commencement of work. When applying for payment, Ingersoll Rand will issue an invoice that clearly notes all fees and a copy of the subcontractors' invoice will also be attached.

The noted fees include direct expenses to manage the subcontractor including, but not limited to:

- Expectation and development of work scope
- Management of contractor milestones.

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- Procurement of subcontractor services including walkthrough's as necessary.
- Management of applicable project documentation and processes including: certified payroll, schedule of values, progress billing, work quality, shop drawings, submittals, as-built drawings, etc.
- Coordination process of project activity between trades.
- Periodic field review of work progress to ensure compliance of scope
- Inspection and testing of completed work.
- Periodic safety audits Service:

The following rates apply when Time and Material Service is required:

All labor shall be charged as per Regional rates posted in contract.

All replacement of "On Contract Parts" shall be charged as per current NYS Contract posted rate.

**HOW TO USE HONEYWELL BUILDING SOLUTIONS, INC.'s
SUBCONTRACTORS:**

As a Security Systems & Solutions provider, Honeywell is often responsible for a complete turnkey solution. Integral to a successful outcome, Honeywell will perform, in conjunction with subcontractors, all aspects of the integration, installation and/or service offering as required by the customer's scope of work. Work would include but is not limited to the following examples:

- Heating, ventilating, air conditioning (HVAC) specialists to install, modify, and/or furnish material for HVAC systems including, but not limited to, building management controls, access, digital video management & access systems, fan control, smoke control, smoke/fire dampers, ductwork, etc. as necessary.
- Mechanical & electrical contractors to install, modify, and/or furnish material for electrical & mechanical systems including, but not limited to, raceway, cabling (fiber), line voltage supply, control wiring, trenching, duct banks, water meters, steam meters, natural gas (utility) meters, variable frequency drives, etc. as necessary.
- General contractor specialists to install, modify, and/or furnish material for structural changes, soffits, painting, patching, etc. as necessary.
- Locksmiths to install, modify, and/or furnish material including, but not limited to, door strikes, door closures, etc. as necessary.
- Providing Split Air Conditioning or localized AC systems to keep equipment running at proper operating temperature.

Honeywell is permitted under the Security Systems & Solutions procurement contract (Group 77201, Contract PT63299) to utilize subcontracting services as defined above. As the single point of contact, Honeywell will work in conjunction with the authorized user to ensure the utilization of qualified subcontractors is of best value, and to ensure the highest quality and best services when providing a turnkey solution. Additionally, Honeywell take have full responsibility of the installation including the warranty provisions as set forth in the contract. Honeywell will offer these services at a fee not to exceed cost plus 25% of the subcontractors invoice. Subcontractors will provide services on a fixed price/lump sum basis, and will be required to meet current prevailing wage mandates for their respective trade.

Honeywell will demonstrate the cost of these services by submitting the original subcontractors' quote to the authorized user for review prior to the commencement of work. In addition, Honeywell will attach a copy of the subcontractors' invoice, with our fee clearly noted, when applying for payment.

This fee includes direct expenses to manage the subcontractor including, but not limited to:

- Developing a scope of work.
- Procuring subcontracting services including walkthrough's as necessary.
- Managing project documents - (time sheets, certified payroll, as-built documentation, etc.)
- Coordinating project activity between trades.
- Ensuring project plans & specifications are met.
- Overseeing all aspects of the installation to ensure projects are completed in a timely manner.

Over the course of providing emergency service, maintenance, repair, inspection, and testing to life safety and integrated systems under the Honeywell Contract PT63299 (NYS Contract), Honeywell will at times utilize the services of a subcontractor or employ technical services to augment it's own. Honeywell will offer these services at a fee not to exceed cost plus 25% of the subcontractors invoice. Subcontractors will provide services on a "fixed price/lump sum" or "Time & Material" basis. The subcontractor will be required to meet current prevailing wage mandates for their respective trade.

1. All LABOR shall be charged as per the Regional rates posted on the current contract.

2. All REPLACEMENT of "ON CONTRACT PARTS" shall be charged as per the current NYS Contract posted rate.

HOW TO USE HENRY BROS. ELECTRONICS, INC.'S SUBCONTRACTORS:

HBE/AAI are often called upon to provide a turn key Security Systems and Solutions. These comprehensive programs often require the support of trades normally outside of our core business but integral to the overall success of the project.

Examples of such efforts includes, but are not limited to:

- * HVAC systems to maintain equipment within manufactures' recommended guidelines and/or extend system life and/or increase reliability.
- * Defining physical space for equipment requirements utilizing various construction trade services such as architects, engineers, construction companies, electricians, etc.
- * Employment of a locksmith to assist in physical security needs, installation or retro-fit of electrified hardware to facilitate access control, etc.
- * Providing ground services such as concrete pads for poles, trenches to facilitate cabling, physical security perimeter barrier products, etc.
- * Provide emergency power systems such as generators and/or UPS systems.
- * Provide power and signal cabling installations on large scale projects.
- * Provide work services relative to Asbestos, Lead or other "HOT" area concerns.
- * Provide landscaping services to enhance site security.
- * Provide ancillary lighting systems to enhance security.
- * Provide for site rehabilitation post installation -patch, paint, wall paper, carpet repair, etc.

The following procedures will be applied to any subcontractor utilization:

1. For any work in excess of \$10,000, we shall obtain three (3) competitive quotations from firms that have a proven track record in their industry and sufficient financial resources to complete the project in a professional manner, on time and within accepted budget.
2. Subcontractor identification information along with a biography will be submitted to the customer for review.
3. All subcontractor proposals will be provide to the customer with a written evaluation ranking the proposals, justification statements and supporting documents to assist the customer in making an informed decision.
4. Our project management and engineering team members will review proposals and our evaluations with customer.
5. Upon written authorization to engage the subcontractor pursuant to his/her proposal from the customer, we will provide the services below.

HBE/AAI will charge a fee to provide these services that shall not exceed 25% of the subcontractor's invoice amount.

The actual fee will be documented for each subcontract we are asked to manage and require the written acceptance of the customer.

The fee will vary based on the complexity of work provided by the subcontractor, never to exceed 25% of the subcontractor's invoice amount.

HBE/AAI will provide a copy of the subcontractor's invoice with all requests for payment of this fee.

HBE/AAI will provide proof of subcontractor payment to customer upon request -usually in the form of a cancelled company check.

This fee provides for the following by HBE/AAI:

HBE/AAI take full ownership of the project from cradle to grave insuring the customer receives the best possible solution.

Provides the customer with a SINGLE POINT OF CONTACT FOR ALL TRADES REQUIRED.

HBE/AAI will review all plans with customer and customer's consultant where applicable.

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HBE/AAI will work with all disciplines to resolve/clarify any issues with plans and specifications for the project.

HBE/AAI will provide all necessary services to coordinate the work between trades to maintain project timelines.

HBE/AAI will provide technical guidance where applicable (based on our expertise) to the various trades to assure specification compliance.

HBE/AAI will review all subcontractor work to assure that it meets technical specifications and project intentions.

HBE/AAI will document to customer our findings with respect to subcontractor performance.

HBE/AAI will manage any subcontractor punch list items generated by the customer or HBE/AAI personnel to effect a timely completion.

HBE/AAI will manage all aspects of subcontractor expenses, review all billing requests for accuracy and compliance with agreements.

HBE/AAI will review and verify contractor compliance with any prevailing wage requirements.

HBE/AAI will assume full management of all warranty provisions set forth in the contract for subcontractor supplied goods/services.

IBM CORPORATION NOTE TO AUTHORIZED USERS:

Section 69-M of the General Business Law and Title 19 NYCRR Reg. 195.2 provide that any person engaging in the business of installing, servicing or maintaining security or fire alarm systems must be licensed to do so.

IBM Corporation does not hold an NYS Fire Alarm or Security Systems Installer's License and must have licensed subcontractors perform all on-site physical (HANDS-ON) labor (installation, systems integration, and maintenance) covered under this license.

IBM Corporation is prohibited from performing any on-site physical (HANDS-ON) labor actions with regards to installing, integrating, or maintaining Fire Alarm or Security Systems as defined in Sec. 69-M and Title 19 NYCRR 195.2. Any actions involving installing, integrating, or maintaining a Fire Alarm or Security System as defined in Sec. 69-M of the General Business Law and Title 19 NYCRR 195.2 by a prime contract holder will be grounds for contract suspension.

Prime contract holders can only provide verbal consulting/supervising for any work where this license is required.

It is the responsibility of the authorized user to ensure the compliance of the prime contract holder with this requirement when performing work on contract.

Please see below the following link to the NYSDOS website for additional information regarding the NYS Fire Alarm or Security Systems Installer License required per Sec. 69-M of the General Business Law Title 19 NYCRR Reg. 195.2:

<http://www.dos.state.ny.us/lcns/lawbooks/security.html>

Please also see attached the List of Approved Subcontractors in the Pricing Information Tab for "Unique Comp., Inc." in the link titled "Subcontractor List."

Each engagement will require an individual SOW which IBM will have the opportunity to accept or decline. Each engagement which IBM and NYS agree to pursue will require a Transaction Document specifying the responsibilities of Authorized Users and IBM, estimated schedule, completion criteria, bill of materials, and the hours and fees to perform the IBM responsibilities.

HOW TO USE INTELLI-TEC SECURITY SERVICES, LLC.'S SUBCONTRACTORS:

Intelli-Tec is often called upon for turn key Security Systems & Solutions. This may include additional work that is outside of Intelli-Tec's expertise but integral to the overall solution. Examples of this include but are not limited to the following:

- Providing a Split Air Conditioning system to keep equipment running at proper operating temperature.
- Moving non structural walls or doors to allow an area for equipment and the customer's surveillance operator to reside or to install a portal door or sally port
- Hiring a locksmith to install door strikes for the card access system.
- Providing concrete pads for mounting camera poles
- Provide proper lighting for Cameras to operate.
- Hiring a fence contractor to repair a damaged fence so that equipment can be installed properly.
- Hiring a fiber contractor to reduce the amount of cable that needs to be ran throughout the building.
- Engage Manufacturer technicians to provide a higher level of maintenance required for specific installed equipment
- Trenching to run cable from building to building may include repairing pavement or concrete.
- Hiring a tree contractor to trim or remove trees to allow for optimum required camera views.
- Running of conduit and power for cabling and devices in the structure.

Under the aforementioned circumstances, Intelli-Tec is permitted under Group PT64406 to undertake the following procedures to ensure both a competitive procurement, lowest cost, and the best services for authorized users to complete a turn key security

- Whenever a sub contractor is used Intelli-Tec solicits three bids for all jobs anticipated to be over \$15,000 in cost.
- Intelli-Tec's list of sub contractors will include their years in business, basic description of work provided and the regions that they conduct their work. As with the past contract and consistent with all other contracts that Intelli-Tec has with NYS
- Intelli-Tec takes full ownership of the project from design to completed installation insuring that the end user gets the best integration & installation possible. This also allows the NYS customer a single point of contact instead of being tasked with
- Intelli-Tec works with the NYS customer and usually their consultant to review all the Plans and Specifications.
- Intelli-Tec will work with the Engineers and Consultants to clarify any issues with the Plans and Specifications.
- When necessary Intelli-Tec will bid required part or parts of the project with three reputable sub-contractors to get the State the best price and delivery of product. If desired a pre bid meeting and a walkthrough of the facility.
- Intelli-Tec then reviews all Contractor bids and will oversee the selection of a qualified and competent contractor.
- Intelli-Tec will arrange and attend a kick off meeting with their contractor and the facility.
- Intelli-Tec will oversee that all the specific standards and requirements of the State Customer are followed.
- Intelli-Tec will oversee ALL aspects of the project.
- Intelli-Tec will work to ensure at project completion that the contractors punch list is not dragged out, that the facility can assume normal operations without the on going, never ending punch list work.

HOW TO USE IDESCO CORP's SUBCONTRACTORS:

As a provider of turn-key Security Systems and Solutions installations, IDESCO Corp, may at times utilize subcontractors to provide additional services that may be outside of our core business to meet the customer need. This additional work may require, but not be limited to, the utilization of the following subcontracting services to accommodate the overall design requirements in conjunction with the provision of a turn-key solution:

- Heating, ventilation, air conditioning (HVAC) specialists to install, modify, and /or furnish material for HVAC systems including, but not limited to, building management controls, fan control, smoke control, smoke / fire dampers, ductwork, etc. as necessary.
- General contractor specialists to install, modify, and/or furnish material for structural changes, painting, patching, etc, as necessary.
- Electrical subcontractors to install, modify, and / or furnish material for electrical systems including, but not limited to, raceway, cabling, line voltage supply, control wiring, trenching, etc. as necessary.
- Locksmiths to install, modify, and /or furnish material including, but not limited to, door strikes, door closures, etc. as necessary.
- Cabling specialists to install, modify, and or furnish material including, but not limited to, fiber optic cabling, fiber optic connectors, duct banks, etc. as necessary.

IDESCO Corp. is permitted under the Security Systems & Solutions procurement contract (OGS Contract #PT63108), to utilize subcontracting services as defined above. IDESCO will work in conjunction with the authorized user to ensure the utilization of qualified subcontractors who can provide professional quality installation at competitive pricing to meet the project requirements. In doing so, IDESCO will act as the single point of contact for the authorized user and will take full ownership of the installation including the warranty provisions as set forth in the OGS contract.

IDESCO will oversee all aspects of the project as it relates to our scope of work including that of the subcontractor's.

IDESCO will offer these services at a fee not to exceed cost plus 25% of the subcontractor's invoice. Subcontractors will provide services on a fixed price / lump sum basis, and will be required to meet current prevailing wage mandates for their respective trades.

IDESCO will demonstrate the cost of these services by submitting the original subcontractors' quote to the authorized user for review prior to the commencement of work. In addition, IDESCO will attach a copy of the subcontractors' invoice upon customer's request, with our fee clearly noted, when applying for payment. This fee includes direct expenses to manage the subcontractor including, but not limited to:

- Developing a scope of work.
- Procuring subcontracting services including walk-through's as necessary.
- Managing project documentation such as time sheets, certified payroll, as-built documents, etc.
- Coordinating project activities between trades.
- Ensuring project plans & specifications are met.

- Overseeing all aspects of the installation to ensure projects are completed in a timely manner.

Over the course of providing emergency service, maintenance repair, inspection, and testing for life safety systems under the IDESCO OGS Contract # PT63108, IDESCO will at times utilize the services at a fee not to exceed cost plus 25% of the subcontractors invoice. Subcontractors will provide service on a “fixed price / lump sum” or “Time & Material” basis. The subcontractors will be required to meet current prevailing wage mandates for their respective trades.

HOW TO USE LINSTAR, INC.'s SUBCONTRACTORS:

From time to time LINSTAR, Inc. may utilize subcontractors to supplement work or provide additional services that is an integral part of the overall turn-key solution. In these instances when additional expertise is needed, LINSTAR will partner with the subcontractors below to accommodate the overall design and functionality of the system. Examples of partnered subcontractors' resources will include but are not limited to:

- Door hardware implantation services
- Electrical and low voltage wiring services
- Cabling, wiring, and connecting services
- Networking and It services for specialized support
- General contractor construction, excavation, and repair services

LINSTAR, Inc will provide and utilize these services as permitted under the Security Systems & Solutions procurement contract as part of the total solution. LINSTAR will ensure that this utilization represents the highest level of professional implementation quality, competitive pricing, and customer satisfaction.

LINSTAR will be the single point of contact for the authorized user to manage subcontractor services and oversee all aspects of their work. LINSTAR will take full responsibility for services performed including all installation and warranty issues set forth by the contract.

Subcontractors will be required to provide services at a fixed price / lump sum basis and to submit certified payroll to ensure compliance with NYS DOL prevailing wage schedules. The original subcontractors quote will be submitted to the authorized user prior to commencement of work. In addition, Linstar will attach a copy of the subcontractor's invoice, with our fee clearly noted, when applying for payment.

LINSTAR will offer these services as part of the total solution at a fee not to exceed cost plus 25% of the subcontractor's quote. This fee will include direct expenses for management of subcontractor services that include but are not limited to:

- Developing a scope of work for the project
- Procuring subcontractor services including walk-throughs as necessary
- Managing project documentation such as certified payroll, as-built drawings, etc.
- Overseeing all aspects of the installation to ensure projects are completed timely
- Coordination of project activities between trades
- Ensuring project plans and specifications are met

HOW TO USE LPC, INC.'S SUBCONTRACTORS:

From time to time LPC, Inc. may be requested to supply and install a "Turn Key" Security System. In order for LPC, Inc. to be able to provide this service, it may be possible to attain a subcontractor's input & labor. Some examples of this may include,

- Installation of Door locking mechanisms for a Card Access System (IE: magnetic locks, electric strikes, crash bars, etc). LPC would be required to hire a licensed locksmith
- Providing concrete or asphalt trenching for Outdoor emergency phones, camera systems. LPC would find the need to hire an Asphalt & Concrete company.
- Hiring an Electrician to provide High Voltage, power, proper lighting

LPC can ensure that the best possible price will be provided by utilizing the following procedures:

- Obtaining at least two prices for all subcontract work over the amount of \$18,000 in cost.
- LPC, Inc. fee to the Authorized User and their respective buyers will NOT exceed cost plus 20% on any subcontractor's invoice.
- LPC takes complete responsibility of the entire project from start to finish, to ensure the end user is provided with the best possible installation.
- LPC will demonstrate the cost of these services by submitting the original subcontractors' quote to the authorized user for review prior to the commencement of work. In addition, LPC will attach a copy of the subcontractors' invoice, with our fee clearly noted, when applying for payment."
- LPC will be the one and only contact for the duration of the installation. We will become the 'point person' on the project allowing the end user the security of dealing with one company instead of many different trades.
- LPC strives to maintain the utmost performance on any project, and will always ensure the installation is correct, neat, fully operational, & code compliant.

HOW TO USE MACRO DIGITAL TECHNOLOGY, INC.'s SUBCONTRACTORS:

Macro Digital Technology Corp. has always been committed to providing the highest quality, cost effective solutions to its clients. To furnish turnkey solutions the use of our partnering subcontractors can be utilized:

This additional work may require, but not be limited to, the utilization to the following subcontracting services to accommodate the overall design requirements to provide a turnkey solution:

- General Contractor specialists to install, modify, and/or furnish material for structural changes, painting, patching, etc. as necessary.
- Electrical subcontractors to install, modify, and/or furnish materials for electrical systems including, but not limited to raceway, cabling, line voltage supply, control trenching, pole installation, etc. as necessary
- Locksmiths to install, modify, and/or furnish material including, but not limited to, door strikes, door closures, etc. as necessary
- Cabling specialists to install, modify, and/or furnish material including, but not limited, fiber optic cabling, fiber optic connectors, duct banks, etc. as necessary.
- Specialized IT services including but not limited to, network support, design, switch deployment and testing, application programming and analysis.

Macro Digital Technology Corp. will offer these services at a fee not to exceed cost plus 25% of the subcontractor invoice.

Macro Digital will demonstrate the cost of these services by submitting the original subcontractor's quote to the authorized user for review prior to the commencement of work. In Addition, Macro Digital will attach a copy of the subcontractor's invoice with our fee clearly noted, when applying for payment. This fee includes direct expenses to manage the subcontractor including, but not limited to

- Developing a Scope of Work
- Procuring subcontractors' quotes to the authorized user for review prior to the commencement of work
- Managing project documents such as time sheets, certified payrolls, as-built documents, etc.
- Coordinating project activities between trades
- Ensuring project plans & specifications are met
- Overseeing all aspects of the installation to ensure projects are completed in a timely manner.
- Inspection of work performed to ensure the project meets Macro Digital's and the client's approval.

Macro Digital will take full ownership of the project and will be the single point of contact for the client. All subcontractors have a minimum of two years experience in their specialty.

HOW TO USE PICTOMETRY INTERNATIONAL CORP'S CONTRACT PT64410:

Pictometry International Corp.'s contract award reflects unique products and solutions. These generally involve aerial photographing and forwarded images using Pictometry's patented software, as well as additional installation, systems integration, and training. When utilizing Pictometry's contract, authorized users should be aware of the following potential factors:

- A. Authorized Users often either utilize "leaf on" or "leaf off" images (reflecting the current seasons) for flyover photographing
- B. The necessary flyovers cannot occur once there is snowfall.
- C. Other weather conditions (e.g. rain, fog, etc.) can delay a flyover and subsequent imaging.
- D. Repeat flyovers may be necessary to obtain additional imaging. These flyovers may need to occur in the next Authorized User's next fiscal year.

Based on the aforementioned information, OGS has suggested to Pictometry that it attach the following statements to any price quotes and to any Purchase Orders issued by Authorized Users to Pictometry:

1. A statement which indicates that "Once Image Capture is complete, image libraries are delivered to the customer, usually within 60 days of last image capture, to be loaded by the customer onto the customer's computer system .
2. Indicate on price quotes that actual photography will be dependent on various factors such as when photography will begin, be completed, delivered etc. This should be attached to the Purchase order issued by the Authorized user.
3. Reference the remedies for breach outlined in Clause 60 of Appendix B.

OGS also recommends that all Authorized users make adequate financial preparations in the event that a flyover/final acceptance of images cannot occur until its next fiscal year.

Additionally, Pictometry has submitted, and OGS has approved its Software License Agreement (SLA) and Schedule A. Authorized Users can agree to these documents as they conform to the Terms and Conditions of RFP 20191 (including Appendix B, dated July 2006). This should be attached to any Purchase Order issued by an Authorized User to Pictometry when acquiring software.

Please see below a link to the Software License Agreement and Schedule A:

http://www.ogs.state.ny.us/purchase/snt/awardnotes/7720120191SLA_Pictometry.pdf

HOW TO USE PROTECTIVE MANAGEMENT SYSTEMS, INC. SUBCONTRACTORS:

There are times when the scope of any given project may require subcontractors to provide those services that are beyond our basic business structure, and needed to provide our authorized users with a complete and operable system.

Subcontractors, in addition to their basic installation responsibility, may also provide services to accommodate overall design requirements. This single source responsibility gives Protective Management Systems, Inc., full ownership of the project to better serve the authorized user's interests, and where required, fully satisfy any bonding of the project.

Subcontractor quotations / proposals will be an integral part of all Protective Management Systems, Inc. offerings for authorized users' for review and approval.

Services provided by the New York State approved subcontractors under Protective Management Systems, Inc., contract, PT64380, will include, but not necessarily be limited to, the following:

Electrical Subcontractors will construct and install all cabling infrastructure as per local, state, and federal codes, including line and low voltage wire and cable, fiber optic cables and connections, and power for all system components, under our direct supervision.

The subcontractor will be responsible for all necessary cutting, patching, and replacement of ceiling tiles to accommodate any system device.

Locksmith / Door Specialists will provide all unique hardware including, but not limited to, electric door strikes and door contacts.

Under our NYS OGS contract, PT64380, ("Security Systems and Solutions"), Protective Management Systems, Inc., is permitted to utilize the approved subcontractors listed And will work in conjunction with the authorized users to choose the most competitive and competent listed subcontractor who will best meet project requirements.

Subcontractors will be required to provide services at a fixed price/lump sum basis and to submit certified payroll to ensure compliance with NYS DOL prevailing wage schedules. The original subcontractors quote will be submitted to the authorized user prior to commencement of work. In addition, Protective Management will attach a copy of the subcontractor's invoice, with our fee clearly noted, when applying for payment.

Prevailing wage reports for the subcontractor's labor, as well as those for Protective Management Systems, Inc. will be submitted with all invoices.

Protective Management Systems, Inc. will offer these services at a fee not to exceed 25% of the subcontractor's quote. The fee includes direct costs incurred with subcontractor administration, such as, but not limited to:

- Developing a scope of work for the project
- Procuring subcontractor services such as site-visits, walk-troughs, etc. as necessary
- Managing project documentation such as certified payroll, as-built drawings, submittals etc.
- Overseeing all aspects of the installation to ensure projects are completed timely such as scheduling, project documentation, supervision, etc.
- Coordination of project activities between trades

- Ensuring project plans and specifications are met.

Maintenance Contracts for existing Life Safety and Security Systems, will include testing, cleaning, and servicing the systems specified and outlined in the maintenance contracts. These contracts are based on a mutually agreed price at or below the "Not to Exceed" NYS Net Pricing/Total Rates with authorized users covering the labor and will include minor repairs and adjustments.

In the event that Protective Management Systems, Inc. technician determines that a piece of equipment cannot be field repaired it will be necessary to remove and transport such piece of equipment to our facility for evaluation. If Protective Management Systems, Inc. or the manufacturer can repair the piece of equipment or any component of such equipment an estimate will be generated. Protective Management Systems, Inc. will determine the cost of the repair, which is not to exceed 50% of the replacement cost. If the repair cost exceeds 50% of the replacement cost, Protective Management Systems, Inc. will recommend replacement. If the piece of equipment or any component can be repaired for less than 50% of the replacement value, Protective Management Systems, Inc. shall authorize such repair. The final repair cost will be the cost of the repair, which is inclusive of all shipping & handling charges, plus an additional fee of 25% of the manufacturers repair costs. Any field repair charges incurred will be billed at the hourly labor rates posted on our current contract. Upon request, Protective Management Systems, Inc. will furnish the Purchase Order provided by the manufacturer as verification of the repair charge.

In the event that Protective Management Systems, Inc. chooses to use manufacturer's representative, field advisor, or sub contractor to perform a service all or site visit, the cost shall be the same as our sub contractor provision which is cost plus a 25% markup.

HOW TO USE SECURITY MANAGEMENT SYSTEMS, INC.'s SUBCONTRACTORS:

Security Management Systems is a physical security solutions provider of turn-key Integrated Security System Installations & Services. In addition to our professional full time staff, SMS utilizes licensed subcontractors who are used for installation and other services related to our installations.

These additional services include, but are not limited to the following subcontracting services:

- Electrical contractors to install electrical equipment and material for electrical systems including, but not limited to, line voltage supply, fiber optic cabling, network cabling, control wiring, trenching, exterior lighting , perimeter fences & barriers, UPS's, etc.
- Communications cabling contractors to install network infrastructure.
- Locksmiths to install and/or retro-fit electrified and mechanical locking mechanism and door hardware.

Security Management Systems will offer these services at the subcontractor's cost plus a fee not to exceed 20%. A copy of the subcontractor's proposal will be submitted prior to the commencement of work. All subcontractor work will be based on a firm, fixed price.

The original subcontractor's quote will be provided prior to the commencement. In Addition, Security Management Systems, Inc. will attach a copy of the subcontractor's invoice with our fee clearly noted, when applying for payment. This fee includes the direct expenses necessary to manage the subcontractor including but not limited to:

- Development of the scope of work
- Procurement of subcontractor services
- Management of all project documentation and contract processes including: submittals, progress billing, work quality, shop drawings, as-built drawings, certified payroll etc.
- Coordination between project trades.
- Inspection and testing of completed work.

Security Management Systems will take full ownership and responsibility for all work performed by its subcontractors, and will be responsible for any warranty work that may be required.

All replacement of "On Contract Parts" shall be charged as per current NYS Contract posted rate.

HOW TO USE SIEMENS SUBCONTRACTORS:

As a provider of turn-key Security Systems and Solutions installations, Siemens Industry may at times utilize subcontractors to provide additional services that may be outside of our core business to meet the customer need. This additional work may require, but not be limited to, the utilization of the following subcontracting services to accommodate the overall design requirements in conjunction with the provision of a turn-key solution:

- Heating, ventilation, air conditioning (HVAC) specialists to install, modify, and /or furnish material for HVAC systems including, but not limited to, building management controls, fan control, smoke control, smoke / fire dampers, ductwork, etc. as necessary.
- General contractor specialists to install, modify, and/or furnish material for structural changes, painting, patching, etc. as necessary.
- Electrical subcontractors to install, modify, and / or furnish material for electrical systems including, but not limited to, raceway, cabling, line voltage supply, control wiring, trenching, etc. as necessary.
- Locksmiths to install, modify, and /or furnish material including, but not limited to, door strikes, door closures, etc. as necessary.
- Cabling specialists to install, modify, and or furnish material including, but not limited to, fiber optic cabling, fiber optic connectors, duct banks, etc. as necessary.

Siemens is permitted under the Security Systems & Solutions procurement contract (OGS Contract #PT63200), to utilize subcontracting services as defined above. Siemens will work in conjunction with the authorized user to ensure the utilization of qualified subcontractors who can provide professional quality installation at competitive pricing to meet the project requirements.

In doing so, Siemens will act as the single point of contact for the authorized user and will take full ownership of the installation including the warranty provisions as set forth in the OGS contract. Siemens will oversee all aspects of the project as it relates to our scope of work including that of the subcontractor's.

Siemens will offer these services at a fee not to exceed cost plus 25% of the subcontractor's invoice. Subcontractors will provide services on a fixed price / lump sum basis, and will be required to meet current prevailing wage mandates for their respective trades.

Siemens will demonstrate the cost of these services by submitting the original subcontractors' quote to the authorized user for review prior to the commencement of work. In addition, Siemens will attach a copy of the subcontractors' invoice upon customer's request, with our fee clearly noted, when applying for payment. This fee includes direct expenses to manage the subcontractor including, but not limited to:

- Developing a scope of work.
- Procuring subcontracting services including walk-through's as necessary.
- Managing project documentation such as time sheets, certified payroll, as-built documents, etc.
- Coordinating project activities between trades.
- Ensuring project plans & specifications are met.
- Overseeing all aspects of the installation to ensure projects are completed in a timely manner.

Over the course of providing emergency service, maintenance repair, inspection, and testing for life safety systems under the Siemens OGS Contract #PT63200, Siemens will at times utilize the services at a fee not to exceed cost plus 25% of the subcontractors invoice. Subcontractors will provide service on a

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“fixed price / lump sum” or “Time & Material” basis. The subcontractors will be required to meet current prevailing wage mandates for their respective trades.

HOW TO USE SIMPLEXGRINNELL, LP.'S SUBCONTRACTORS:

As a provider of turn-key Security Systems & Solutions installations, SimplexGrinnell will at times utilize subcontractors to provide additional work that is outside our core business. This additional work may require, but not be limited to, the utilization of the following subcontracting services to accommodate the overall design requirements in conjunction with the provision of turn-key solutions:

- Heating, ventilating, air conditioning (HVAC) specialists to install, modify, and/or furnish material for HVAC systems including, but not limited to, building management controls, fan control, smoke control, smoke/fire dampers, ductwork, etc. as necessary.
- General contractor specialists to install, modify, and/or furnish material for structural changes, soffits, painting, patching, etc. as necessary.
- Electrical contractors to install, modify, and/or furnish material for electrical systems including, but not limited to, raceway, cabling, line voltage supply, control wiring, trenching, duct banks, etc. as necessary.
- Locksmiths to install, modify, and/or furnish material including, but not limited to, door strikes, door closures, etc. as necessary.
- Cabling specialists to install, modify, and/or furnish material including, but not limited to, fiber optic cabling, fiber optic connectors, duct banks, etc. as necessary.

SimplexGrinnell is permitted under the Security Systems & Solutions procurement contract (Group 77201, SimplexGrinnell Contract PT63104) to utilize subcontracting services as defined above. SimplexGrinnell will work in conjunction with the authorized user to ensure the utilization of qualified subcontractors is of best value, and to ensure the highest quality and best services when providing a turn-key solution.

In doing so, SimplexGrinnell will act as the single point of contact for the authorized user. SimplexGrinnell will take full ownership of the installation including the warranty provisions as set forth in the contract. SimplexGrinnell will oversee all aspects of the project as it relates to our scope of work including that of the subcontractor.

SimplexGrinnell will offer these services at a fee not to exceed **cost plus 25%** of the subcontractors invoice. Subcontractors will provide services on a fixed price/lump sum basis, and will be required to meet current prevailing wage mandates for their respective trade.

SimplexGrinnell will demonstrate the cost of these services by submitting the original subcontractors' quote to the authorized user for review prior to the commencement of work. In addition, SimplexGrinnell will attach a copy of the subcontractors' invoice, with our fee clearly noted, when applying for payment.

This fee includes direct expenses to manage the subcontractor including, but not limited to:

- Developing a scope of work.
- Procuring subcontracting services including walkthrough's as necessary.
- Managing project documents - (time sheets, certified payroll, as-built documentation, etc.)
- Coordinating project activity between trades.
- Ensuring project plans & specifications are met.
- Overseeing all aspects of the installation to ensure projects are completed in a timely manner.

A list of approved subcontractors qualified to perform work associated with their respective trade is attached. All of the subcontractors listed will have a minimum of two years experience in their discipline. The list details the company name and services they provide.

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Over the course of providing emergency service, maintenance, repair, inspection, and testing to life safety systems under the SimplexGrinnell Contract PT63104 (NYS Contract), SimplexGrinnell will at times utilize the services of a subcontractor or employ technical services outside of our core business. SimplexGrinnell will offer these services at a fee not to exceed **cost plus 25%** of the subcontractors invoice. Subcontractors will provide services on a "fixed price/lump sum" or "Time & Material" basis. The subcontractor will be required to meet current prevailing wage mandates for their respective trade.

HOW TO USE TECHNICAL SYSTEMS GROUP, INC.'S SUBCONTRACTORS:

It has been the guideline of Technical Systems Group Inc to provide an effective, value added product to all its clients. Having a close relationship with key suppliers and sub-contractors is seen as essential to accommodate the overall turn-key solution.

Examples of items that may be outside the expertise of TSG but are not limited to the following:

- Locksmiths for door strikes
- Electricians for installing cable, installing conduit or trenching
- Electricians to install proper camera lighting
- Electricians to install poles for parking lot cameras
- Specialized IT support

Technical Systems Group Inc will offer these services at a fee not to exceed cost plus 25% of the subcontractor invoice.

This fee includes the expense of TSG to manage the subcontractor including, but not limited to the following items:

- ❖ Devising a scope of work
- ❖ Administrative responsibilities such as (certified payroll, submittals, as-built documentation etc.)
- ❖ Managing project timelines and coordination of activities between trades
- ❖ Coordination of walkthrough's / project meetings
- ❖ Inspection of work performed to ensure projects are completed to scope approved by customer

Technical Systems Group Inc will take full ownership of the installation and will be a single point of contact for the customer. All subcontractors have a minimum of two years experience in their specialty. Please see the attached approved subcontractor list for Technical Systems Group Inc.

Technical Systems Group will demonstrate the cost of these services by submitting the original subcontractors' quote to the authorized user for review prior to the commencement of work. In addition, Technical Systems Group will attach a copy of the subcontractors' invoice, with our fee clearly noted, when applying for payment.

HOW TO USE UNIVERSAL SECURITY SYSTEMS, INC.'S SUBCONTRACTORS:

Universal Security Systems, Inc. is often called upon for turn key Security Systems & Solutions. This may include additional work that is outside of Universal Security Systems, Inc.'s expertise but integral to the overall solution.

Examples of this include but are not limited to the following:

- Providing a Split Air Conditioning system to keep equipment running at proper operating temperature.
- Heating, ventilating, air conditioning (HVAC) specialists to install, modify, and/or furnish material for HVAC systems including, but not limited to, building management controls, fan control, smoke control, smoke/fire dampers, ductwork, etc. as necessary.
- General contractor specialists to install, modify, and/or furnish material for structural changes, soffits, painting, patching, etc. as necessary
- Specialized IT support
- Provide proper lighting for Cameras to operate.
- Hiring a tree contractor to trim or remove trees to allow for optimum required camera views

Under the aforementioned circumstances, Universal Security Systems, Inc. is permitted under Contract PT63305 to undertake the following procedures to ensure, both a competitive procurement, lowest cost, and the best services for authorized users to complete a turn key security system:

Whenever a sub contractor is used Universal Security Systems, Inc. solicits three bids for all jobs anticipated to be over \$15,000 in cost. Universal Security Systems, Inc.'s list of sub contractors will include their years in business, basic description of work provided and the regions that they conduct their work. As with the past contract and consistent with all other contracts that Universal Security Systems, Inc. has with NYS the fee for these services will be cost plus 25%.

This includes direct expenses to develop and manage project/contractor milestones, progress billing and field verification of labor quality. It also includes the following:

1. Universal Security Systems, Inc. takes full ownership of the project from cradle to grave insuring that the end user gets the best integration possible. This also allows the NYS customer a single point of contact instead of being tasked with managing multiple trades at one time.
2. Universal Security Systems, Inc. works with the NYS customer and usually their consultant to review all the Plans and Specifications.
3. Universal Security Systems, Inc. will work with the Engineers and Consultants to clarify any issues with the Plans and Specifications.
4. Universal Security Systems, Inc. will then bid the project to three reputable contractors. This usually includes a pre-bid meeting and a walkthrough of the facility.
5. Universal Security Systems, Inc. then reviews all Contractor bids and will oversee the selection of a qualified and competent contractor.
6. Universal Security Systems, Inc. will arrange and attend a kick off meeting with their contractor and the facility.
7. Universal Security Systems, Inc. will oversee that all the specific standards and requirements of the State Customer are followed.
8. Universal Security Systems, Inc. will oversee ALL aspects of the project.
9. Universal Security Systems, Inc. will work to ensure at project completion that the contractors punch list is not dragged out, that the facility can assume normal operations without the on going, never ending punch list work.

Universal will demonstrate the cost of these services by submitting the original subcontractors' quote to the authorized user for review prior to the commencement of work. In addition, Universal will attach a copy of the subcontractors' invoice, with our fee clearly noted, when applying for payment

SERVICE:

- * In the event that a NYS Customer does not have a full maintenance plan in effect and requires Time and Material Service the following rates shall apply.
- * All LABOR shall be charged as per the Regional rates posted on the current contract.
- * All REPLACEMENT of "ON CONTRACT PARTS" shall be charged as per the current NYS Contract posted rate.
- * In the event that a Universal Security Systems, Inc. technician determines that a piece of equipment can not be field repaired it will be necessary to remove and transport such piece of equipment to our facility for evaluation. If the Universal Security Systems, Inc. or the manufacturer can repair the piece of equipment or any component of such equipment an estimate will be generated. Universal Security Systems, Inc. will then determine the cost of the repair, which is not to exceed 50% of the replacement cost. If the repair cost exceeds 50% of the replacement cost, Universal Security Systems, Inc. will recommend replacement. If the piece of equipment or any component can be repaired for less than 50% of the replacement value, Universal Security Systems, Inc. shall authorize such repair. The final repair cost will be the cost of the repair, shipping & handling charges, plus an additional fee of 25% of the manufacturers repair cost. Any field repair charges incurred will be billed at the hourly labor rates posted on our current contract. Upon request, Universal Security Systems, Inc. will furnish the Purchase Order provided by the manufacturer as verification of the repair charge.
- * In the event that Universal Security Systems, Inc. chooses to use manufacturer's representative, field advisor, or sub contractor to perform a service call or site visit, the cost shall be the same as our sub contractor provision which is cost plus a 25% markup.

UNIQUE COMP, INC. NOTE TO AUTHORIZED USERS:

Section 69-M of the General Business Law and Title 19 NYCRR Reg. 195.2 provide that any person engaging in the business of installing, servicing or maintaining security or fire alarm systems must be licensed to do so.

Unique Comp., Inc. does not hold an NYS Fire Alarm or Security Systems Installer's License and must have licensed subcontractors perform all on-site physical (HANDS-ON) labor (installation, systems integration, and maintenance) covered under this license.

Unique Comp., Inc. is prohibited from performing any on-site physical (HANDS-ON) labor actions with regards to installing, integrating, or maintaining Fire Alarm or Security Systems as defined in Sec. 69-M and Title 19 NYCRR 195.2. Any actions involving installing, integrating, or maintaining a Fire Alarm or Security System as defined in Sec. 69-M of the General Business Law and Title 19 NYCRR 195.2 by a prime contract holder will be grounds for contract suspension.

Prime contract holders can only provide verbal consulting/supervising for any work where this license is required.

It is the responsibility of the authorized user to ensure the compliance of the prime contract holder with this requirement when performing work on contract.

Please see below the following link to the NYSDOS website for additional information regarding the NYS Fire Alarm or Security Systems Installer License required per Sec. 69-M of the General Business Law Title 19 NYCRR Reg. 195.2:

<http://www.dos.state.ny.us/lcns/lawbooks/security.html>

Please also see attached the List of Approved Subcontractors in the Pricing Information Tab for "Unique Comp., Inc." in the link titled "Subcontractor List."

HOW TO USE UNLIMITED TECHNOLOGY, INC.'S SUBCONTRACTORS:

As a provider of turn-key Security Systems & Solutions installations, Unlimited Technology, Inc. will at times utilize subcontractors to provide additional work that is outside our core business to meet the customer need. This additional work may require, but not be limited to, the utilization of the following subcontracting services to accommodate the overall design requirements in conjunction with the provision of turn-key solutions:

- A. Construction Services for all types of construction related work
- B. General Contractor Services regarding the installation, modification, etc. for structural changes, patching, etc.
- C. Electrical Contractor Services to install or modify electrical systems such as raceways, cabling, line voltage hook-ups, trenching, etc.
- D. Locksmiths to install and modify door strikes, door closures, etc.
- E. Cabling Services to install or modify fiber optic cabling, connectors, etc.

Unlimited Technology, Inc. is permitted under the Security Systems and Solutions procurement contract (Group 77201, Contract PT65442) to utilize subcontracting services as defined above. Unlimited Technology Inc. will ensure that the utilization of qualified subcontractors represents the highest levels of quality and service. Unlimited Technology Inc. will take full ownership and responsibility for all work performed by the subcontractors, and will oversee all aspects of their work. Unlimited Technology Inc. will remain the single contractual point of contact for any work performed by these subcontractors, and will take full ownership of the installation including the warranty provisions as set forth in the NYS Centralized Contract.

Unlimited Technology, Inc. will offer these services at the subcontractor's cost plus a fee not to exceed 25%. All subcontractor work will be based on a firm, fixed price contract issued by Unlimited Technology Inc. and will be required to meet current prevailing wage mandates for their respective trades. The original subcontractor's quote will be provided prior to the commencement of any work. Unlimited Technology, Inc. will attach a copy of the subcontractors' invoice, with our fee clearly noted, when applying for payment.

This fee includes the direct expenses necessary to manage the subcontractor including but not limited to:

- 1. Developing a scope of work
- 2. Procurement of subcontracting services
- 3. Managing project related documentation (schedules, drawings, etc.)
- 4. Project management coordination between trades
- 5. Ensuring that all aspects of the project plans and specifications are satisfied.
- 6. Overseeing all aspects of the installation and ensuring completion in a timely manner without sacrificing quality.

ATTACHMENT ONE: DCJS AND FBI CERTIFIED SPECIFICATIONS:

Authorized Users:

OGS incorporated DCJS and FBI Certified Specifications into RFP 20191 (See Section I.3.8, pages 11-18). For any additional information regarding these specifications, Authorized Users should contact the following DCJS employee:

Jerry Nimick.
Phone: 1-800-262-3257
E-Mail: Jerry.Nimick@dcjs.state.ny.us

The telephone number listed above is to the DCJS Customer Contact Center (CCC). Authorized Contract Users can call the CCC and dial by last name to reach Mr. Nimick.

ATTACHMENT TWO: PROJECT REFERENCES:

PROJECT REFERENCES / CLIENT INFORMATION
ONLY REQUIRED IF REQUESTED
REFERENCE FORM
(Submit one form per reference)
BIDDERS INFORMATION

Bidding Company / Contact Person: _____ / _____

Contact Person Telephone Number: _____

PROJECT REFERENCE / CUSTOMER'S INFORMATION

Customer Name _____

Customer Address _____

Contact Person _____

Telephone Number _____

Facsimile Number _____

E-Mail Address _____

Date Range of Service _____ thru _____

Dollar Value of Project / Contract _____

Description of Equipment/Solution provided: _____

ATTACHMENT THREE: OGS CONTRACT PERRMANCE REPORT:

State of New York
Office of General Services
PROCUREMENT SERVICES GROUP
Contract Performance Report

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: _____ Contractor: _____

Describe Product* Provided (Include Item No., if available): _____

*Note: "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

_____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:

OGS PROCUREMENT SERVICES GROUP
Customer Services, 37th Floor
Corning Tower - Empire State Plaza
Albany, New York 12242
* * * *

State of New York Executive Department
Office of General Services
Procurement Services Group
Corning Tower - 38th Floor
Empire State Plaza
Albany, NY 12242

REQUEST FOR PROPOSALS

IMPORTANT: SEE "NOTICE TO BIDDERS" CLAUSES HEREIN
BIDS MAY BE SENT TO THE ABOVE ADDRESS
(E-Mail or Fax Bid Submissions are NOT Acceptable)

BID OPENING DATE: September 21, 2010 TIME: 11:00 AM	TITLE: Group 77201 - SECURITY SYSTEMS & SOLUTIONS (All State Agencies and Political Subdivisions) Classification Code(s): 32, 43, 46, 92
REQUEST FOR PROPOSALS NUMBER: 20191	SPECIFICATION REFERENCE: As Incorporated Herein
CONTRACT PERIOD: Commencing on the date of approval by OSC to August 26, 2012 with five year renewal option <p style="text-align: center;">PERIODIC RECRUITMENT</p> <p style="text-align: center;">Designated Contacts Team 7</p>	
Joe Better, Purchasing Officer I Telephone No.: (518) 474-7101 E-mail address: joseph.better@ogs.state.ny.us	Kelly A. Belenchia, Team Leader Phone Number: (518) 473-1959 E-mail address: kelly.belenchia@ogs.state.ny.us

The bid must be fully and properly executed by an authorized person. **By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this REQUEST FOR PROPOSAL, Appendix A (Standard Clauses For New York State Contracts), Appendix B (dated July 2006) (OGS General Specifications), and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, bidder affirms that it understands and agrees to comply with the OGS procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b). Information may be accessed at: Procurement Lobbying: <http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>**

Name of Company Bidding:	Bidder's Federal Tax Identification No.:
Street	City
State	Zip
County	
Phone : () - ext ()	Toll Free Phone : () - ext ()
Fax : () - ext ()	Toll Free Fax : () - ext ()
E-mail Address:	Company Web Address:
Cash Discounts will not be considered in determining low bid, but cash discounts of any size may be considered in awarding tie bids. _____ % Cash Discount for payment within 15 days of delivery and/or receipt of voucher _____ % Cash Discount for payment within 30 days of delivery and/or receipt of voucher	
If you are not bidding, place an "x" in the appropriate box and return this page only. <input type="checkbox"/> We are unable to bid at this time because _____	
Bidder's Signature:	Printed or Typed Name:
Title:	Date:

FOR PROCUREMENT SERVICES GROUP USE ONLY

P.R.#20191	LIT	<input type="checkbox"/>	MEMO	<input type="checkbox"/>	MISSING PAGES	<input type="checkbox"/>	LET	<input type="checkbox"/>	OTHER	<input type="checkbox"/>
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ATTENTION: BIDDERS SUBMITTING PROPOSALS IN RESPONSE TO RFP 20191 (REV. 8/27/2010) ARE ADVISED THAT ALL BID SUBMISSIONS WILL UNDERGO A REVIEW FOR COMPLETENESS. THIS WILL BE A PASS OR FAIL REVIEW. IN ORDER FOR BIDS TO BE EVALUATED THEY MUST BE 100% COMPLETE. ALL REQUIRED INFORMATION, FORMS, SIGNATURES ETC. MUST BE INCLUDED.

It is recommended that bidders use the Bidders Proposal Table of Contents (Pages 63-65) and the Bidder Proposal Checklist (Pages 67-69), as a guide when responding to RFP 20191 and as a final checklist prior to submitting their proposal for review and possible evaluation.

This Request for Proposal is comprised of the Cover Sheet as the first page and 159 pages numbered sequentially in the header ending with page number 160 and the following attached excel spreadsheets:

- A. NYS Net Pricing Pages
- B. Proof of Sales Spreadsheets
- C. Product Industry Certifications Spreadsheet
- D. Technicians' Certifications Spreadsheet

If it is determined that a page(s) is missing or otherwise defective, the bidder must contact OGS immediately so that a corrected copy can be issued to the bidder. Incomplete proposals that may be a result of a defective or incomplete RFP will be subject to disqualification. It is the bidder's responsibility to ensure that all pages have been included in the RFP received.

This RFP outlines the terms and conditions and all applicable information required for submitting a bid. Bidders should pay strict attention to the bid submission date and time to prevent disqualification. To insure compliance with bid requirements and prevent possible disqualification, Bidders should follow the format and instructions in Section VI. PROPOSAL FORMAT AND CONTENT section of this RFP.

IMPORTANT NOTICE TO POTENTIAL BIDDERS: Receipt of these bid documents does not indicate that the Office of General Services' Procurement Services Group has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the bid opening and will be based on our evaluation of your bid submission compared to the specific requirements and qualifications contained in these bid documents.

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SECTION I

INTRODUCTION

L1 SCOPE

The New York State Office of General Services (OGS), Procurement Services Group (PSG) is seeking proposals for Security Systems and Solutions. We are soliciting proposals for new contract(s) for security products, installation, system integration and maintenance. This will be a multiple award, periodic recruitment contract to allow for new technologies and contractors to be added during the life of the contract. Bidders can submit proposals which include one category, multiple categories, all categories, listed below as components of Security Systems & Solutions. Resultant contract awards can include one category, multiple categories, all categories. Resultant contract(s) will include but not be limited to the following:

ALARM AND SIGNAL SYSTEMS
 ALARM SYSTEMS – WIRELESS
 BIOMETRIC ACCESS CONTROL
 CAMERAS/LENSES
 CCTV SYSTEMS
 DVR'S
 ELECTRONIC ACCESS CONTROL
 ELECTRONIC ARTICLE SURVEILLANCE
 FIRE PROTECTION/DETECTION/CONTROLS
 GEOGRAPHIC POSITIONING SYSTEMS
 GUARD TOUR SYSTEMS
 ID CARD PRINTERS, READERS, CARDS, BADGES, ACCESSORIES
 ID EQUIP. ELECTRONIC CARD ID SYSTEM
 ID EQUIPMENT, ELECTRONIC
 INTEGRATED SECURITY SYSTEMS
 INTRUSION DETECTION/CONTROLS
 LOCKING HARDWARE
 MONITORING EQUIPMENT
 OTHER PHYSICAL SECURITY (LIGHTING/SAFES/ETC.)
 OUTDOOR PERIMETER (FENCES/GATES/ETC.)
 PORTALS, TURNSTILES, ETC
 RECORDING EQUIPMENT
 SECURITY MANAGEMENT SOFTWARE
 SECURITY OFFICE - PRODUCTS
 TRAINING/EDUCATION
 VIDEO/CCTV SYSTEMS & SURVEILLANCE
 BUILDING AUTOMATION SYSTEMS
 ENERGY MANAGEMENT SYSTEMS
 CLIMATE/TEMPERATURE CONTROL & MONITORING SYSTEMS

Eventual Awards may include awards to one or more of the five (5) lots as indicated below, with awards made statewide and by region(s). Additionally OGS/PSG reserves the right to make awards for comprehensive offerings that include all of or portions of the above categories of products and labor. E.g. Manufactures/Distributors of CCTV systems may receive an award if it is the best interest of NYS.

Eventual contracts awarded will be utilized by Authorized Users which include: New York State Agencies, political subdivisions, school districts and others authorized by law (see USE OF CONTRACT BY OTHERS,

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Section IV). Accordingly, references to the State and its Agencies as users under this Request for Proposals and the ensuing contracts encompass and include other users such as these entities.

I.2 ESTIMATED QUANTITIES

The projected total estimated annual sales to State government agencies for all regions combined for Security Systems and Solution and Maintenance is \$60,000,000 over a 1.5 year period. No sales estimates are available for purchases made by others authorized by law to use any resultant contract(s). There is no guarantee that particular quantities will be purchased under these contracts nor is there any guarantee that any particular contractor, statewide or in any region, will receive any minimum or maximum number of orders / projects under contract(s) awarded.

Contract(s) will be awarded statewide, by region and by LOTS as follows:

- LOT 1: Product Only
- LOT 2: Product & Maintenance
- LOT 3: Product, Installation, Integration & Maintenance
- LOT 4: Installation Only
- LOT 5: Integration Only [Actions required to join an existing and new system into an integrated application or to connect various components of new applications into a centralized system]

Bidder(s) may submit bids on separate Lot(s) in any combination or all Lot(s). Additionally, bidders may submit proposals for potential award statewide or by region.

Contracts for the **purchase** of Security Systems and Solutions may be awarded either statewide or regionally for a term which will begin on the date of Approval by OSC and end on August 26, 2012 and may be renewed for five (5) years. This is to ensure that awarded contracts provide Authorized Users of NYS contracts, statewide and regionally, a variety of manufacturer(s), installers / system integrators and maintenance providers.

The term of Maintenance contracts for Security Systems and Solutions purchased from any resultant contracts may extended for a period of up to three (3) years beyond the expiration date of the master contract(s).

NOTE: In accordance with Section III.21 of RFP 20191, and Appendix I, Bidders currently awarded contracts under a previous release of RFP 20191 are eligible to submit Regular Add Update requests to change their award from Regional to Statewide or add to Lots previously not awarded.

To be eligible for awards bidders must submit overall company qualifications along with technical and price information for each manufacturer/product line being proposed. References may be required and requested by OGS and Authorized users of any contracts issued as a result of RFP 20191, REV 8/27/2010.

The State reserves the right to award a contract to the next best value qualified bidder in the event of default or cancellation of an awarded contract.

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To enhance competition and ensure timely acquisition of security systems and solutions, NY State has been divided into nine (9) regions. The counties to be covered in each of the nine regions are as follows:

Regions	Areas	Counties
Region 1	Long Island	Nassau Suffolk
Region 2	New York	Bronx Kings New York Queens Richmond
Region 3	Westchester	Dutchess Putnam Westchester
Region 4	Ulster	Orange Rockland Sullivan Ulster
Region 5	Albany	Albany Columbia Delaware Fulton Greene Montgomery Otsego Rensselaer Schenectady Schoharie
Region 6	Adirondack	Clinton Essex Franklin Hamilton Saratoga Warren Washington
Region 7	Syracuse	Cayuga Herkimer Jefferson Lewis Madison Oneida Onondaga Oswego St. Lawrence
Region 8	Finger Lakes	Broome Chemung Chenango Cortland

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		Livingston Monroe Ontario Schuyler Seneca Steuben Tioga Tompkins Wayne Yates
Region 9	Buffalo	Allegany Cattaraugus Chautauqua Erie Genesee Niagara Orleans Wyoming

I.3 QUALIFICATIONS OF BIDDERS (ITEMS 1-13)**1.Statewide Awards:**

Bidders must demonstrate a Minimum of \$250,000 in sales or completed projects within the past 24 calendar months, from the bid opening date, that entailed components included in this bid. Bidders should complete the Proof of Sales Spreadsheet to demonstrate they meet this requirement.

NOTE: this requirement is for total sales not for sales by lot(s), product line(s), or labor rate(s) bid.

2.Regional Awards:

Bidders must demonstrate a Minimum of \$75,000 in total sales or completed projects within the past 24 calendar months, from the bid opening date, that entailed components included in this bid. Bidders should complete the Proof of Sales Spreadsheet to demonstrate they meet this requirement.

Bidders submitting proposals for 3 or more regions must demonstrate a minimum of \$250,000 in total sales. **

NOTE: requirement is for total sales not for sales by lot(s), product line(s), or labor rate(s) bid.

** To demonstrate proof of sales, bidders are encouraged to use the Proof of Sales Chart issued with this RFP.

3. Has maintained an organization capable of performing the work hereinafter described, in continuous operation for at least the past three (3) years* and that, it possesses an adequate plant, financial resources, and organization as herein specified to perform the type, magnitude, and quality of work specified. In the case of emerging technologies, where need is proven by authorized contract users, this requirement may be modified.
4. At the time of bid opening, the name of the contact person who will handle the day-to-day customer requests concerning this contract for each region bid will be provided. In addition, the Bidder must certify that they can provide required maintenance for each Region and can meet the emergency or other response times contained in this specification. See Page 138.
5. The Bidder has the burden to provide proof of renewal of any certificates needed to conduct business. These may include: certificates of insurance, licensing, etc. Failure to do so may constitute grounds for the State to cancel or suspend this contract or to take any other action deemed necessary by the State.

For the proposal, the Bidder shall provide either a certificate to conduct business from the NYS Department of State or provide proof that the Bidder is registered in the NYS Department of State's Corporation and Business Entity database. The following is a link to the NYS Department of State's Corporation and Business Entity database:

http://appsext8.dos.state.ny.us/corp_public/corpsearch.entity_search_entry

The following is a link to the NYS Department of State web site:

<http://www.dos.state.ny.us/>

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6. Bidders bidding Lots 1, 2, and 3 are to certify that all product(s) being offered meet any applicable product certifications and list the corresponding certifications for all product lines (e.g. UL, ETL etc.), as applicable. This should be listed on the Product Industry Certifications Spreadsheet issued with this RFP.
7. Bidders bidding Lots 2-5 should demonstrate that employees possess any required certifications(s), security clearances or licenses (as applicable) for employees providing installation, system integration or maintenance. Bidders must certify that employees meet all requirements for the products, installation, systems integration being bid. Bidders should include this information in the Technicians' Certifications Spreadsheet included with this RFP. This provides fields for employee name(s), title(s), year(s) of experience, and a list of certifications for the products that they integrate, install, and maintain. Failure to provide such certification may result in the bidder being declared non-responsive.

Please Note: This may include an NYS Fire Alarm Security Systems Installers' Licenses (see Section 1.4.1 on Page 15 for additional information).

8. Security systems and solution obtained from various contracts awarded as a part of this RFP may be subject to public works regulations such as required NYS certifications, required signature on plans, blue prints, project definitions etc.
9. All potential bidders for LOTS 1, 2, and 3 are required to provide manufacturers certificates for the product line(s) they will be bidding (unless they are the manufacturer).
10. All potential bidders for LOTS 2 and 3 are required to provide Manufacturer's/Distributor's Guarantees for the product line(s) they will be bidding (unless they are the manufacturer).
11. Bidder must be able to demonstrate financial stability, as determined by the State. Requests for sales history, current financial statements, or other financial information required to make a determination of financial stability must be provided within the number of business days specified in the request. New York State reserves the right to reject any Bidder who does not demonstrate sufficient financial stability.
12. Bidders are advised that the State's intent in having requirements listed above is to ensure that only qualified and reliable vendors perform the work of the contract. The State recognizes that there may be equally qualified, reliable Vendors who do not meet all of the above requirements specifically as stated above, but may in fact meet the objectives, and criteria intended in some other manner. However, the bidders shall have the burden of demonstrating to the State's satisfaction that they can in fact perform the work. This shall be in the form of written notarized statements as to the bidder's experience, references, listing of contracts performed, financial statements, human resources, or ability to respond such that PSG can evaluate the bidder's ability. All statements made must be able to be independently verifiable by PSG.
13. PSG retains the right to request any additional information pertaining to the bidder's ability, qualifications, and procedures used to accomplish all work under this contract, as it deems necessary to ensure safe and satisfactory work.

* For future contracts awarded as a result of periodic recruitment this requirement may be modified at the discretion of OGS PSG.

I.3.1 NYS FIRE ALARM SECURITY SYSTEMS INSTALLER LICENSE

Section 69-M of the General Business Law and Title 19 NYCRR Reg. 195.2 provide that any person engaging in the business of installing, servicing or maintaining security or fire alarm systems must be licensed to do so. .

Additional information regarding these requirements may be obtained from the New York State Department of State at:

<http://www.dos.state.ny.us/lcns/professions/sec-fireinstallers/install1.htm>

Bidders submitting proposals for Lots 2-5 must provide proof of compliance with these requirements with the bid submission.

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I.3.2 DCJS SPECIFICATION REQUIREMENTS

NOTE: The following information is specific to New York State Department of Criminal Justice Services requirements for products that may be purchased from any contracts resulting from this RFP.

It is the intent of the State of New York to establish contracts for Security Systems and Solutions. These contracts may include various brands of law enforcement electronic identification equipment including Livescan, Cardscan, Photo, Signature, and System Integration Equipment. These products will be used by the New York State Division of Criminal Justice Services (DCJS) and other civil and law enforcement agencies Statewide to acquire and transmit digitized fingerprint transactions to DCJS, along with required data and other images. Listed below are specific requirements of products that various authorized contract users may require.

Additionally, bidders are advised that any products offered as a part of a Security System and Solution must meet all of the authorized contract user's requirements, including product certifications, in effect at the time of purchase and for the term of any contract awarded as a result of RFP 20191.

Address inquires relative to the following Detailed Specifications to Joseph Better, Purchasing Officer I, Office of General Services, telephone number (518) 474-7101.

**"Store and Forward" Electronic Fingerprint Requirements
January 2008**

1. Livescan Fingerprint Subsystems must be FBI-certified to Appendix "F" image quality. If a separate component, it must communicate with an external Integration Module according to vendor-developed interface specifications. The fingerprint images must be compressed using an FBI-approved WSQ compression algorithm. The Livescan Fingerprint Subsystem must contain automated algorithms to perform an image quality check, a roll-to-roll check, and a slap-to-roll check. An FBI Certified Printer must also be available as an option.

DCJS currently accepts fingerprint images at a resolution of 500 ppi. If a livescan system captures at greater than 500 ppi (such as at 1000 ppi), it must be able to accurately transcode the image to 500 ppi prior to transmission to DCJS. DCJS does anticipate that rapidly changing technology could allow both transmission and acceptance at 1000 ppi at some point during the life of this proposed contract. Any such option considered by a contributing agency must adhere to all NIST and FBI specifications

It should be noted that DCJS does not currently accept "fast capture" (three images, sometimes referred to as "bop-bop-bop") fingerprint images for either civil or criminal use, where two four-finger plain impressions (one for each hand) and a single image containing both thumbs are submitted in place of a full set of fourteen rolled and plain impressions.

DCJS does not currently accept palm print images but expects to do so within the life of this proposed contract. Agencies wishing to purchase equipment and systems capable of transmitting palm prints are encouraged to do so. Any such equipment, however, must adhere to all NIST and FBI specifications.

2. Cardscan Component or Subsystems must be FBI-certified to Appendix "F" image quality. The fingerprint images must be compressed using an FBI-approved WSQ compression algorithm. The Cardscan Subsystem must contain an image quality check, roll-to-roll check, and a slap-to-roll check. If a separate component, it must communicate with an external Integration Module according to vendor-developed interface specifications. The Cardscan Subsystem must be able to generate fourteen individual fingerprint images at a resolution of 500 ppi.
3. Photo Components or Subsystems (for acquisition of facial and/or scar, mark, and tattoo images) must follow the New York State Policy and Guidelines for Acquisition and Implementation of Livescan, Cardscan and Photo Imaging Systems. The subsystem must also comply with the SMT standards

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specified in the New York State Criminal Justice Electronic Fingerprint Transmission Standards for Type 2 and Type 10 records. Mugshots must also be data addressable by the New York State Identification Number (NYSID). If a separate component, it must communicate with an external Integration Module according to vendor-developed interface specifications.

4. The Integration Module must communicate with external components or sub-systems (such as a livescan, cardscan, photo, or digitized signature device) according to vendor-developed interface specifications, and must comply with all system requirements contained in the standard. It also must be able to communicate (exchange information) with a Records Management System (RMS) functioning as an External Booking/Applicant System, including the Spectrum Justice System (SJS) Booking System from DCJS, if an agency has such software, according to vendor-developed interface specifications or the SJS Interface Standard. Even if integrated with some or all of the other components as part of an Integrated System described in #5 below, the Integration Module must still be capable of communication with an external Booking/Applicant System and/or the Spectrum Justice System (SJS) Booking System. The Integration Module must handle transactions to DCJS and responses from DCJS as defined in the New York State Criminal Justice Biometric Transmission Standard (NYCJEBTS).
5. An Integrated System is a vendor-provided system that integrates two or more of the component items 1-4 above. An Integrated System must contain the Integration Module and therefore it must contain interfaces to any component not integrated by the vendor. These interfaces must be able to communicate using vendor-developed interface. All Integrated Systems must be capable of communication with an external Booking/Applicant System and/or the Spectrum Justice System (SJS) Booking System. Booking systems shall conform to the New York Statewide Criminal Justice Data Dictionary (10th edition, June 2001).
6. Two Finger Livescan Equipment - Child Identification Card is a product that will produce Operation Safe Child Cards with two fingerprint images and a photo. This is accomplished by using an FBI approved device, a digital camera, a printer and a laptop computer. The card is provided to a child's parent or guardian and the information would be available if necessary for searches if the child goes missing. Biographical information must conform as defined in the requirements to the New York Statewide Criminal Justice Data Dictionary (10th edition, June 2001). DCJS advocates the utilization of new and emerging technologies to improve upon the current processes and product.

Minimum requirements for the New York State Child ID card are attached. After contract award, Vendors will be required to submit five samples of Child ID Cards for DCJS staff approval prior to a purchase made from any contracts resulting from RFP 20191. Vendors who previously received approval under Group 38214 Contract, Award 02204 which took effect on August 1, 2003, should contact DCJS to determine if they would require a new approval. For questions on the approval process, contact: DCJS Biometric Technology Group at dcjs.dl.biometric.technology@dcjs.state.ny.us

SPECIAL NOTES TO PROSPECTIVE BIDDERS:

The New York State Division of Criminal Justice Services promotes the development of multi-agency cooperative ventures within a county, region or statewide which will transmit fingerprint images, event data, and photos, scars, marks and tattoos to the repository from law enforcement agencies using cardscan or livescan equipment. Vendor's proposals should include solutions that will ultimately promote such integration, especially those which include smaller agencies that typically do not have the resources to implement such systems by themselves. Multi-agency solutions typically involve the use of a centralized server, which communicates to DCJS via an approved secure connection (such as the NYeNet or direct line). Such a server can forward transactions using Simple Mail Transfer Protocol (SMTP) or more preferred robust messaging solutions such as MQSeries, or web services(via HTTPS), or secure email, at DCJS' discretion and direction. Certification testing is also required prior to the implementation of any new server or stand-alone system submitting directly to DCJS.

Livescan and cardscan equipment and printers used to reproduce fingerprint images must be certified by the FBI and a copy of the FBI certification letter should accompany any bid for these types of products. Only certified units should be listed for each item. No other make or models will be accepted for this bid.

All bidders are required to read, understand, and comply with the following:

1. New York State Criminal Justice Electronic Biometric Transmission Standard (EBTS)
2. Spectrum Justice System Interface Specification (if the purchasing agency uses this as its Records Management System)
3. New York State Policy and Guidelines for the Acquisition and Implementation of Livescan, Cardscan and Photo Imaging Systems
4. New York State Criminal Justice Data Dictionary (10th edition, June 2001)

Documents 2-4 above can be found at the DCJS web page (<http://www.criminaljustice.state.ny.us>). The user should select the "Technology Resources" option on the left panel under the subheading, "For Law Enforcement". Document 1 above (New York's EBTS) can be found by using a blind web link, available by contacting the DCJS Bureau of Biometric Technology at dcjs.dl.biometric.technology@dcjs.state.ny.us.

Child Identification Card Equipment Specific Requirements January 2008

Minimum requirements for the New York State Child ID card are attached. After contract award, Vendors will be required to submit five samples of Child ID Cards for DCJS and New York State Sheriff's Association staff approval prior to a purchase made from any contracts resulting from RFP 20191. Vendors who previously received approval under Group 38214 Contract, Award 02204 which took effect on August 1, 2003, should contact DCJS to determine if they would require a new approval. For questions on the approval process, contact: DCJS Biometric Technology Group at dcjs.dl.biometric.technology@dcjs.state.ny.us

1. Capture

Fingerprint capture of two index fingers:

- Optical device
- 8 bits of gray scale
- 500dpi capture
- 8-bit, 256 level gray scale
- TIFF file format
- No compression.
- Maximum size in inches - 1.6 (horizontal) x 1.5 (vertical)
- Minimum size in inches - .85 (horizontal) x .85 (vertical)

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- 24 bits of color
- Video camera - digital preferred
- 24-bit color
- JPEG format
- Size in pixels – at least 480(horizontal) x 600(vertical)
- Aspect ratio 1:1.25

2) Printing on ID Card**Photo**

- approximately 1-3/8 inches high
- aspect ratio 1:1.25
- at least 300 dpi
- 24 bits color
- photo must be framed

Fingerprints

- 1:1 size printing
- 8 bits of grey
- at least 300 ppi
- fingerprint images must be framed

3) Card Layout**Per DCJS provided template**

- No company logos should be added to the card
- The DCJS watermark on the template has been replaced. Copies of the latest DCJS and MECC logos are available on request.
- 'DOC:' on the front of the template should be replaced by 'Issued:'
- 'Distinguishing Features:' on the back of the card should be replaced by 'Other Information:'
- Fields generally follow NYS Data Dictionary guidelines for acceptable values

4) Data Requirements (the actual field names to be printed on the card are in quotes, though the quote marks should not be printed)

A. AName@

Entry/DB: Last Name: 30 character max (mixed case)

First Name: 25 character max (mixed case)

Middle Initial: 1 character (optional)

Print: Create a string using the first name, a space, a middle initial, a space, and then the last name. If more than 30 characters, place the first name and middle initial on one line and the last name on a second line.

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- B. AGender@ (do not use the word >Sex= as the field name)
 Entry/Database : M Male (Print the corresponding literal)
 F Female
- C. ARace@
 Entry/Database: W White (Print the corresponding literal)
 B Black
 I Native American
 A Asian
 Other
- D. ADOB@
 Entry: Month (drop down menu or enter) MM
 Day (drop down menu or enter) DD
 Year (drop down menu or enter) YYYY
 Database: YYYYMMDD
 Print: MM/DD/YYYY
- E. AIssued@ (date of card creation/issuance)
 Source: System generated
 Database: YYYYMMDD
 Print: MM/DD/YYYY
- F. AEyes@ Database Display/Print
 BLK Black (Print the corresponding literal)
 BLU Blue
 BRO Brown
 GRY Gray
 GRN Green
 HAZ Hazel
 MAR Maroon
 PNK Pink
 MUL Multi
 OTH Other
- G. AHair@ Database Display/Print
 BAL Bald (Print the corresponding literal)
 BLK Black
 BLN Blonde
 BLU Blue
 BRO Brown
 GRN Green
 GRY Gray
 SDY Sandy
 MUL Multi
 ONG Orange
 PNK Pink

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PLE	Purple
WHI	White
RED	Red
OTH	Other

H. AHeight@

Entry:	9 feet 99 inches
Database:	999
Print:	9 ft 99 in

I. AWeight@

Entry/Database	999
Print:	999 lbs

J. AOther information@

Entry/Database:	Two lines of up to 30 characters each (mixed case)
Print:	Two lines of up to 30 characters each (mixed case)

5) Processing and Equipment Requirements

- Equipment must be portable
- Data and image capture must be able to be performed in parallel with ID card printing
- ID card printer must be a duplex printer
- Laptop computer must be able to attach a monitor if desired by user
- Information and images entered to create ID Cards will be retained and made available in a format that is compatible with an existing database. Also needed is a provision to delete completely, either on a transaction basis or for a session (a day's intake, etc.).
- Generate a running count of cards produced
- Printing of static text on the back of the card can be vertical (as shown on the sample template) or horizontal, as long as it's neat and easy to read.
- While the front of the card must be in color (for the photo image and logos), the back of the card may optionally be entirely in black.

6) Options

- Store fingerprint images on the card in addition to printing (digitally)
- Store photo on the card in addition to printing (digitally)
- Produce a unique tracking number for each card produced
- Provide a CD with images and data for parent or guardian
- Print a 8.5" by 11" sheet with fingerprint and photo images and data for parent or guardian

Bidder must provide technical details and pricing for each option bid in their response to RFP 20191. This information will not be used for evaluation purposes.

L4 METHOD OF AWARD

It is anticipated that multiple award(s) will be made to Security System vendors, installers, systems integrators and providers of maintenance. Awards shall be made regionally and statewide. Because of the varied nature of products in each offering, awards may be made to more than one vendor and only to bidders whose schedule of

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prices indicates that equipment will be delivered at a reasonable price as determined by the New York State Office of General Services. "Reasonable prices" may be determined by:

1. Reviewing pricing on any contracts awarded by GSA, Veteran's Administration (VA), Department of Defense (DOD), and other government entities
2. Reviewing pricing on any other state government contract
3. Reviewing pricing on any previously awarded NYS contract,
4. Reviewing pricing offered by other Bidders for this solicitation
5. Reviewing pricing offered by bidders to their best commercial customer(s)
6. Reviewing other information deemed necessary by the Office of General Services

Awards will be made to established manufacturers, established distributors, or established Integrators taking into consideration delivery offered, past performance, including amount of previous business transacted and all product information available. The basis for selection among multiple suppliers at the time of purchase shall be the most practical and economical alternative and shall be in the best interests of the State.

The awards will be based on the completeness of the proposal provided as defined in Section VI and Appendix C of the RFP and the evaluation criteria.

Final determination for recommendation for award will be at the sole discretion of the Office of General Services, Procurement Services Group.

I.4.1 PERIODIC RECRUITMENT

Periodic Recruitment is a contracting process offered through the NYS Office of General Services which is designed to assist vendors to do business with the State of New York more easily and in a timelier manner. Key objectives are:

- i. The ability to award contracts to new Bidders on an on-going(yearly) basis;
- ii. The ability of the State to respond to fluid changes in the Security marketplace as technology issues change;
- iii. Ease the duplicative requirements otherwise imposed on Bidders when filing bids
- iv. Allow for newly emerging technologies or Bidder specialties to be quickly recognized and included by amendment to existing contracts.

This solicitation is a Periodic Recruitment Agreement to obtain qualified bidders to provide Security Systems and Solutions. OGS intends to make annual awards through the Periodic Recruitment of proposals. This solicitation will result in a group of contracts which become effective upon approval by the Office of the State Comptroller (OSC). Bidders who are rejected or who missed this opportunity to submit a proposal will be able to respond to a reissued RFP that will result in new contracts being awarded annually, commencing one year after the initial contract award anniversary date and each year thereafter during the contract term or as otherwise specified by OGS and submitted to the Office of the State Comptroller for contract approval.

The State reserves the right to consider additional vendors so that additional new contracts are awarded one year from the contract award beginning date and at yearly intervals during the course of the contract or at any time determined by the State to be in it's best interest. Vendors shall be required to submit the current version of RFP 20191, which may include an addendum containing additional applicable statutory requirements currently in effect at the time of the new bid solicitation. Bids shall be evaluated under similar terms and conditions.

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Once awarded a contract, a vendor may not resubmit a bid for future consideration until this Request for Proposal (20191) is reissued.

- A. **Periodic Recruitment is unique in that there are periodic reissues of the original RFP. This RFP will have provisions for the RFP to be reissued yearly. The goal is to have new contracts in place on the annual anniversary date of the original award. Additional contracts awarded as a result of Periodic Recruitment will have terms of 4 years, 3 years, 2 years and 1 year, with an option to renew for an additional five years.**
- B. **The start date for each bidder's contract will vary according to the date of bid submission and approval. All contracts awarded based upon this solicitation will terminate simultaneously on the future anniversary date of the Office of the State Comptroller's approval of the first contract(s) resulting from this solicitation (August 26, 2012).**
- C. **All future proposals submitted under the Periodic Recruitment provisions must meet all requirements of RFP including any future additions or revisions and the submissions will be evaluated using the same evaluation criteria applied to submissions received when RFP 20191 was originally issued.**

I.4.2 EVALUATION /AWARD CRITERIA

The maximum point values to be awarded to each lot, region and or statewide will be:

Qualifications / Technical Ability / Comprehensive Product Offerings	-	60
Price considerations	-	<u>40</u>
Total		100

Proposals received will be evaluated and assigned points by category as indicated below:

- Qualifications / Technical Ability - 35 Pts
- Comprehensive Product Offerings - 25 Pts
- Total possible points - 60 Pts
- Pricing - 40 Pts
- Total possible points - 100 Pts

The State reserves the right to reject a bid or accept adjustments when prices are deemed to be excessive or unbalanced, or when it does not guarantee delivery of product in accordance with the "Delivery and Installation" sections of the RFP. The State reserves the right to negotiate better pricing with all qualified Bidders being considered for award.

Bidders may offer contract pricing for New York State OGS contracts currently held by suppliers who are offered as part of their product line submittal. Bidders who currently hold New York State OGS contracts must offer the same or better pricing as is listed in such contracts.

The commissioner reserves the right to evaluate and/or reject any and all bids, in whole or in part and to waive technicalities, irregularities and omissions if in his considered judgment, the best interests of the State will be served. In the event satisfactory bids fully in accord with the bid documents are not received, the Commissioner reserves the right to consider late or non-conforming bids as stipulated in "Late Bid" clause of Appendix B.

The State reserves the right to request any additional information deemed necessary for the proper evaluation of proposals.

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I.5 INQUIRIES

Specific questions concerning this Solicitation must be submitted in writing (hardcopies, facsimile, and/or emails) by the closing date for inquiries, may All inquiries concerning this RFP must be addressed to the following:

Joseph Better, Purchasing Officer I
 NYS Office of General Services
 Procurement Services Group
 Corning Tower - 38th Floor
 Empire State Plaza
 Albany, New York 12242
 Phone No.: (518) 474-7101
 FAX No. (518) 486-6867
 E-mail: joseph.better@ogs.state.ny.us

All inquiries must be received by the individual identified above prior to the closing date for inquiries indicated below. Bidders should note that all proposed clarifications and exceptions including those relating to the terms and conditions of the contract are to be identified prior to the submission of a proposal. Answers to all questions of a substantive nature will be given to all bidders in the form of a formal addendum, which will be annexed to and become part of the ensuing contract.

Reference Section I.6. Key Events/Dates below for closing and response to inquiry dates.

I.6 KEY EVENTS/DATES

<u>Event</u>	<u>Date</u>	<u>Time</u>
RFP Release Date	August 3, 2010	
Closing Date for Inquiries	August 16, 2010	
Response to Inquiries Date	August 27, 2010	
Bid Opening Date	September 21, 2010	11:00 a.m.
Time Estimates/Goals:		
Evaluation and Selection	November 1, 2010*	
Contract Award	December 15, 2010*	

**These dates are estimates only, actual dates may vary depending on the number of proposals received and other factors unknown at this time.*

IMPORTANT SECURITY PROCEDURES

Effective January 30, 2006, new security procedures are in effect at the Corning Tower. While Empire State Plaza procedures govern both parking and admittance to buildings, the new Corning Tower procedures require turnstile security access. Photo identification is required. **Bidders attending bid openings are encouraged to pre-register for building access by contacting the Procurement Services Groups (PSG) receptionist at 518-474-6262 at least 24 hours prior to the bid opening.** Visitors not pre-registered will be directed to a designated phone to call the PSG Receptionist. Vendors who intend to deliver bids or conduct business with

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PSG should allow extra time to comply with the security procedures. These security procedures may change or be modified at any time.

I.7 PROJECT REFERENCES / CLIENT INFORMATION**REFERENCES***

All bidders and eventual contract holders may be required to provide references from bidder's customers who have purchased products similar to those represented by this solicitation. References may be commercial or governmental accounts. If requested by the State or Authorized contract users the references shall include:

- a. Name, address, telephone number and fax number for the contact person.
- b. Number of years the bidder has supplied product(s) to the reference.
- c. The yearly sales volume the bidder has had with the reference.

* If Required, See Pages 157 (Appendix L) for an example of required Reference/Client Information

I.8 EVIDENCE OF ABILITY/ FINANCIAL SECURITY

The bidder is required to obtain a Dun and Bradstreet (D&B) D-U-N-S number and complete a company profile. The information will assist in the evaluation of the bidder's past performance, financial and operational stability. The Dun & Bradstreet website URL is: <http://www.dnb.com>

Bidders must provide either a Dun & Bradstreet (D&B) Comprehensive Insight Plus Report™ for small Business or Comprehensive Report for large business. The report must be dated no more than 6 months prior to the bid opening date.

A positive financial position is desired. If the report indicates that the Bidder has tax liens, the Bidder shall provide an explanation as to the status of each tax lien or how each tax lien was satisfied. OGS will make the final determination of whether the Bidder meets the financial and operational stability criterion.

Note: Dun & Bradstreet provides various reports however only the **Comprehensive Insight Plus Report™/Comprehensive Report** will be accepted. Failure to provide a **Comprehensive Insight Plus Report™/Comprehensive Report** may result in Bidder disqualification.

The Dun & Bradstreet Comprehensive Insight Plus Report™/Comprehensive Report includes a Financial Stress Class, Credit Class, and a Paydex Score.

OGS wishes to clarify that in the event a bidder is unable to submit the required report with their proposal, in response to RFP 20191, due to processing delays on the part of Dun & Bradstreet, bidders are required to submit with their proposal, official correspondence from Dun & Bradstreet, indicating that the report is unavailable as of 9/14/2010. Bidders are required to submit the required report as soon as possible after the bid opening date of September 21, 2010, and prior to any recommendation for Contract Award being submitted to The Office of State Comptroller. Failure to provide any required report will result in the bidder's proposal being deemed non-responsive and ineligible for contract award.

To determine which designation is appropriate, please go to the Dun & Bradstreet Website listed below and enter the FEIN # the bidder will use for their proposal: www.dnb.com/us

PLEASE NOTE: Other reports available from Dun & Bradstreet are **NOT** acceptable substitutions and bids presented with out the Dun & Bradstreet Comprehensive Insight Plus Report™ / Comprehensive Report **MAY** be deemed non-responsive and not evaluated further.

SECTION II**PROCUREMENT SPECIFIC REQUIREMENTS****II.1 EXAMINATION OF CONTRACT DOCUMENTS**

This Request for Proposal is comprised of the Cover Sheet as the first page and 159 pages numbered sequentially. It is the bidder's responsibility to ensure that all pages have been included in the RFP received. If it is determined that a page(s) is missing or otherwise defective, the bidder must contact the PSG Associate identified in Section I.6 immediately so that a corrected copy can be issued to the bidder. Incomplete proposals, which may be a result of a defective or incomplete RFP, will be subject to disqualification.

Each bidder shall examine specifications and all other data or instructions pertaining to the RFP. If awarded a contract, the bidder will not be allowed any compensation for any circumstance for which the bidder did not obtain full information prior to submitting a proposal.

Once contracts are awarded, no pleas of ignorance of conditions that may be encountered, or of any requirements reflected in the RFP that would impact the execution of the associated work will be accepted. The New York, State Office of General Services, Procurement Services Group requires any bidder awarded a subsequent contract as a result of a proposal submitted, to fulfill every detail of all the requirements of the documents governing any future products sold or projects completed.

Any bidder in doubt as to the true meaning of any part of the specifications or the proposed contract documents shall submit a written request for an interpretation to the individual identified in Section I.5. If a major change is involved on which all bidders must be informed, such request for interpretation shall be delivered, in writing by the closing date for inquiries as given in Section I.6 of this RFP. Any interpretation of the proposed documents will be made by the issuance of an addendum. A copy of the addendum will be E-mailed or delivered to each bidder.

Any verbal information obtained from statements made by representatives of the Procurement Services Group at the time of examination of the documents shall not be construed in any way as amending contract documents. Only such corrections or addenda issued in writing to all Bidders shall become a part of the RFP and any resultant contract. The Procurement Services Group will not be responsible for verbal instructions.

Any addenda issued prior to the Bid Opening date are to be considered part of the RFP and any resultant contract(s).

II.2 GENERAL CONSIDERATIONS

All proposals must be held open for and honored by Bidders for 365 Days from the date of submission or the date of execution of the Contract, whichever is later (see also Appendix B, Clause 37).

Prospective bidders should note that the Appendix A – Standard Clauses for New York State Contracts and Appendix B- General Specifications shall apply to this RFP.

This document (hereinafter "Contract") sets forth the terms and conditions governing the acquisition of Security Services, maintenance and other incidental services (including, but not limited to, consulting and training). Terms used in this document shall have the meanings set forth in Appendix B. Amendments or modifications to the terms and conditions set forth herein may only be made with mutual written agreement of the parties and with the approval of the New York State Comptroller and (if necessary as determined by OGS) the Attorney General.

This Contract is available for use by all Authorized Users (See Appendix B, Definitions, and Participation in Centralized Contracts) and may be extended with the joint approval of the Bidder and the Commissioner for joint purchasing by any department, agency or instrumentality of the United States government and/or any state including political subdivisions thereof ("other authorized entities"). In the event that this Contract is so extended, such other authorized entities shall be solely responsible for liability and performance under the Contract and Bidder agrees to hold them solely responsible for such liability and performance.

Bidders should pay particular attention to the following clauses in Appendix B General Specifications :

1. Clause 8 Bid Submission
 2. Clause 11 Late Bids
 3. Clause 13 Extraneous Terms
 4. Clause 14 Confidential/Trade Secret Materials
 5. Clause 17 Prevailing Wage Rates-Public Works and Building Services Contracts
 6. Clause 26 Site Inspection
 7. Clause 27 Procurement Card
 8. Clause 67 Toxic Substances
 9. Clause 72 Additional Warranties
- A. Neither drug use of any type, nor consumption of alcoholic beverages by the Contractor or its personnel shall be permitted on the premises.
 - B. The Authorized User will not be liable for any expense incurred by the Contractor as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
 - C. It is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.
 - D. The Office of General Services' interpretation of specifications shall be final and binding upon the Contractor.
 - E. The Office of General Services will make no allowance or concession to the Contractor for any alleged misunderstanding or deception because of quantity, quality, character, location, or other conditions.

II.3 GENERAL REQUIREMENTS

- A. The Office of General Services will make no allowance or concession to the Contractor for any alleged misunderstanding or deception because of quantity, quality, character, location, or other conditions.
- B. Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality, or extent of work to be furnished, it shall be assumed that the Contractor has based the proposal on the specifications more favorable to the State. Final decision will rest with the Office of General Services.
- C. The equipment to be supplied will either be newly manufactured equipment or remanufactured equipment and will be guaranteed to be standard new equipment, latest model of regular stock product and current production, with all parts regularly used with the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice. All equipment delivered for installation will:

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- (1) conform to the testing standards at the time of purchase under this contract; and
- (2) incorporate the most recent design changes from the manufacturer as of the scheduled delivery dates for that technology.

Any equipment to be replaced must be either new or remanufactured and produced by a reputable manufacturer. The equipment must be the same as or equal to the original equipment. All substitutes for the original manufacturers' equipment must be approved by the Authorized User before installation.

For a minimum period of one year from acceptance, the products shall be represented and warranted to be free from defects in materials or workmanship, and shall substantially conform to the specifications, performance standards, and descriptions in the documentation, so as to provide use of the products in accordance with such documentation without significant functional downtime to the Authorized User's ongoing business operations during the warranty term. The product is further warranted to be adequate to meet the Authorized User's needs. The products must also be currently installed and demonstrable in a user environment for a minimum of three months. Experimental or unannounced equipment will not be acceptable. All equipment shall be covered by the manufacturer's standard warranty or for a minimum of one (1) year warranty, whichever is longer. If, during this period, such faults develop, the unit or component affected is to be replaced without any cost to the State. Where accessories are to be supplied, they must be compatible with the rest of the equipment.

Equipment, as installed or subsequently modified by Contractor (or others with its knowledge and consent) shall be suitable for connection to the common carrier network or other equipment (as identified by Authorized User) and shall be provided with the guarantee that such interconnection will not in any way impair the quality of transmission or cause any harmful effects to such network or equipment. Contractor will save the State harmless from any action brought against the State to the extent that it is based on a claim that the equipment at any time caused any such harmful effects, except to the extent that such damage was caused by acts or omissions of the State. The warranty, and remedy, set forth in this paragraph shall only be operable to the extent Authorized User informs Contractor of the carriers or equipment to which Hardware will be connected.

Any equipment replaced by the Contractor during the contract period shall be either new, or re-manufactured, manufactured by a reputable manufacturer and guaranteed for one (1) year from the date of replacement and replaced at no cost if found defective during that time.

Contractor will utilize equipment that is free of any liens or encumbrances.

- D. The Office of General Services' interpretation of specifications shall be final and binding upon the Contractor.
- E. The Contractor shall be completely responsible for their work, including any damages or breakdowns caused by their failure to take appropriate action.
- F. Trained technicians are required to do all servicing. All technicians shall have at least two (2) years' experience on the systems bid.

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PROCUREMENT SERVICES GROUP**II.3.1 AMERICAN WITH DISABILITIES ACT OF 1990 COMPLIANCE**

Bidders are required to provide services and equipment that is compliant with the Americans with Disabilities Act of 1990, and all successor federal and related state legislation throughout the term of any contract resulting from this solicitation.

II.3.2 STOP WORK ORDER

The Office of General Services reserves the right to stop the work covered by this proposal and the contract at any time that it is deemed the successful Contractor is unable or incapable of performing the work to their satisfaction. In the event of such stoppage, the Office of General Services shall have the right to arrange for the completion of the work in such manner as it may deem advisable and, if the resulting cost exceeds the amount of the bid, the successful Contractor shall be liable to the State of New York for any increase in cost.

II.3.3 INSPECTION

The quality of service shall be subject to inspection by the State of New York at any time. Should it be found that quality of services being performed is not satisfactory, and that the requirements of the specifications are not being met, the Office of General Services acting on behalf of the Authorized User or on its own behalf, may terminate the contract, and employ another Contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to the State of New York for costs incurred on account thereof.

II.3.4 EPA ENERGY STAR PROGRAM

The Federal EPA, in cooperation with manufacturers, continues a program to foster the manufacture of energy efficient equipment. New York State fully supports this effort.

II.3.5 INTERNET WEBSITES

The State would prefer and recommends that successful bidders have a designated NYS contract website that NYS Authorized Contract Users can access for product line, pricing, contact information, etc. This website will be listed under the Contractor information. The website will be the responsibility of the contractor to maintain and keep updated. Changes in product line or pricing must be approved by the Procurement Services Group in accordance with any terms included in this bid prior to addition to the website. Hard copy catalog and price lists, either in paper format or electronic format, must be available to all end users who either do not have web access or prefer the optional format.

II.3.6 PRICE SHEETS AND CATALOGS

Contractor shall be required to furnish, without charge, catalog and price lists identical to those accepted with their bid, including any changes (additions, deletions, etc.) pursuant to the contract, to authorized users which request them. Catalogs and price lists provided must reflect all products excluded from the resultant contract either through the omission of those portions or by obvious indications within the catalogs and price lists.

Catalogs and price lists may be furnished in either hard-copy or electronic format. If available in both formats, they shall be furnished in the format preferred by the requesting authorized user. Upon request the contractor shall assist authorized users in the use of catalogs and price lists.

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PROCUREMENT SERVICES GROUP**II.3.7 INSTRUCTION MANUAL**

Simultaneous with delivery, the contractor(s) shall furnish to the authorized user a complete instruction manual for the product and for each component supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, schematic and wiring diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

II.3.8 EMERGENCY PURCHASING

See Appendix B, Clause 41.

II.3.9 USE OF RECYCLED OR REMANUFACTURED MATERIALS

New York State, as a member of the Council of Great Lakes Governors, supports and encourages vendors to use recycled, remanufactured or recovered materials in the manufacture of products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the product or packaging unless such use is precluded due to health or safety requirements or product specifications contained herein. Refurbished or remanufactured components or products are required to be restored to original performance and regulatory standards and functions and are required to meet all other requirements of this bid solicitation. Warranties on refurbished or remanufactured components or products must be identical to the manufacturer's new equipment warranty or industry's normal warranty when remanufacturer does not offer new equipment. See "Recycled or Recovered Materials" in Appendix B, OGS General Specifications.

II.3.10 AUTHORIZED USERS MUST COMPLY WITH THE FOLLOWING REQUIREMENTS UNDER NEW YORK STATE LAW:

Authorized users must comply with the following requirements under New York State Law:

- a. Identification of legal authority for system installation (i.e.: construction work is regulated by statute and not all agencies are authorized to perform such work).
- b. Payment of applicable Department of Labor Prevailing Wage Rates under Article 8 Labor Law.
- c. Compliance with state and local building codes. For each project undertaken, State Agencies must obtain a Construction Permit and an eventual Code Compliance Certificate from a Construction Permitting Agency. In accordance with NYCRR Title 19 Part 448, such agencies are so designated by the Department of State. Authorized Users, other than State Agencies, must obtain Construction Permits and Certificates of Code Compliance from the local building department having jurisdiction.
- d. Plans and specifications that are certified and stamped by a NYS licensed architect or engineer.
- e. In OGS Buildings, obtain an approval from the appropriate Building Manager.

II.4 ORDER, DELIVERY AND INSTALLATION

The Contractor shall deliver and if required, and if the contractor is awarded the appropriate Lot(s) and Regions, shall install, integrate and/or program any equipment or Security System or Solution according to a schedule, which is mutually acceptable to both parties after receipt of a purchase order.

Please Note: Contract holders awarded LOT 1: Product Only cannot perform any labor (installation, systems integration, and or maintenance) on contract.

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PROCUREMENT SERVICES GROUP**II.4.1 MINIMUM ORDER**

Minimum order shall be \$100.00

Contractor may elect to honor orders for less than the minimum order.

II.4.2 DELIVERY

Delivery shall be expressed in the number of calendar days required to make delivery after receipt of a purchase order. e.g. 15 days ARO (after receipt of order).

Product is required as soon as possible and guaranteed delivery may be considered in making award.

Delivery shall be made in accordance with instructions on Purchase Order from each agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering agency and, if applicable, from the Office of General Services, Procurement Services Group.

Contractor shall furnish the agency with written acknowledgement of the shipping date at least two weeks prior to shipment. Failure to comply may be cause for the initiation of contract default proceedings.

If shipment will not be made within the guaranteed delivery time, the contractor is required to notify the agency in writing at least two weeks prior to the latest date of the original delivery obligation. This notification must include the reasons for the delay and the latest date the material will be shipped. Should the delay be not acceptable to the using agency, appropriate contract default proceedings will be initiated. Failure to supply timely written notification of delay may be cause for default proceedings.

II.4.3 INSTALLATION AND SYSTEMES INTEGRATION LABOR

The labor cost quotes will be considered straight time costs for work accomplished during regular hours between 7 AM and 5 PM, Mondays through Fridays, excluding all State Holidays. Any work performed at times other than above is considered to be overtime and would be allowed only when approved by the agency. The rates paid to the Contractor would be 1.5 times the rate bid for "after hours" and Saturdays, or double times the rate bid for Sundays and Holidays.

II.5 DOCUMENTATION

Documentation must fully describe the proper procedure for using the products in an efficient manner. The contractor must certify that anticipated equipment installation has been reviewed and approved for the Authorized User's environment.

When Security Systems and Solutions are purchased, the Contractor must supply the Authorized User with one set of all technical or other manuals, documents, plans, specifications or other materials necessary for the equipment's operation. Should such materials be updated or replaced, Authorized User will be provided such materials within ten (10) days of their issuance at no additional cost. Authorized Users may purchase additional sets of technical manuals, if needed. Bidders must describe fully all costs associated with getting additional technical manuals. Cost for additional sets must be included in the NYS Net Price Sheets.

II.6 TECHNICAL LIBRARY

After resultant contract(s) are awarded, successful Bidders must provide authorized users a Technical Library, which details the specifications of all products, peripherals and associated components, all hardware and software purchased.

II.7 EQUIPMENT SPARES

The Contractor shall furnish Authorized Users a "Recommended Spares List" for all equipment or Security System and Solutions offered, at time of purchase. Spare parts prices shall be those provided on the Price Sheets in Appendix C and charged to the Authorized User only as ordered.

The Contractor shall maintain a stock of repair and/or replacement parts for all equipment offered under any contract resulting from this RFP.

The parts inventory should be maintained in sufficient quantities to keep all equipment purchased under this contract in operating condition by providing immediate repair without having to order parts, for the duration of any contract resulting from the RFP.

II.8 TRAINING

Contractors must provide training required for any Security Systems and Solutions purchased. Authorized users will determine who will receive training. Training costs must be reflected on the Cost Proposal Price Sheet submission for any Security System and Solution or Category or Lot(s) being bid. In addition to cost for advanced training, a complete description of what is included with advanced training needs to be provided so users can select this option if they desire. Additionally, bidders should indicate the class size and length with their training price submission. A training syllabus must be provided to Authorized Users at time of purchase. Training will take place at the site or sites specified by Authorized Users. Training must be provided to all shifts during their normal work schedules including evening and night shifts if required by the Authorized Users. For subsequent orders of new/additional equipment, the Contractor must provide a user's guide and basic instruction. Additionally, installers must be capable of providing basic instruction.

*Bidder must provide any costs for additional employees over standard class size in their price sheets.

II.9 MAINTENANCE OF EQUIPMENT

NOTE: Bidders should see Section II.9.9: Failure to Comply, for information regarding the following maintenance provisions.

II.9.1 GENERAL PROVISIONS

1. If the State and its Authorized Users elects to purchase any system or piece of equipment to be provided as a result of this RFP, all required maintenance will be provided under the warranty provisions during the first year **subsequent to Acceptance of the system**. However, if at any time during the first year or any subsequent maintenance period, service is performed on the equipment by anyone other than the Contractor, without the Contractor's consent, or if the equipment is removed from the premises without the Contractor's supervision and consent, then at the option of the Contractor, the maintenance contract may become null and void for those items of equipment affected by the prohibitions. The Contractor shall notify the Authorized User and OGS Procurement Services Group of any such cancellation within 30 business days. PSG reserves the right to review the validity of such cancellation with the Contractor and Authorized User and take appropriate action.
2. The Contractor shall not be obligated to repair damage caused by fire or other casualty (except that caused by the Contractor), willful or grossly negligent operation or handling of the Equipment by the Authorized User's employees. Trained personnel from the Authorized User may, without the Contractor's prior written consent, make modifications in the Authorized User's database for station

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- moves and changes. Should the Contractor's consent be required, it shall not be unreasonably withheld. The Authorized User shall be responsible for updating of all records associated with their modifications.
3. Following the first year of warranty service, authorized users will have the option to continue maintenance unless the Authorized User, upon notice to the Contractor, discontinues coverage. Maintenance shall be provided for all equipment acquired, including moves, additions, and changes that take place after installation. Maintenance costs must be set forth in the Bidder's proposal. Requests for rate adjustments for Maintenance Rates for Job Titles not included in an NYSDOL Prevailing Wage Rate or contractually-approved GSA-based or MSRP-based pricing schedule shall not exceed the lesser of five (5%) percent or the percent increase in the latest copy of the "National Consumer Price Index for All Urban Consumers (CPI-U)", as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. If a maintenance rate is not included for a specific item, it is assumed that maintenance services for that item will be provided at no cost. No increase in maintenance rates will be permitted other than as expressly allowed by the terms and conditions of this RFP. At the time of contract extension or renewal, Contractors must guarantee that the cost of maintenance will not escalate at a rate higher than that of the National Consumer Price Index as published by the United States Bureau of Labor Statistics from the previous year. Maintenance contract terms may extend beyond the term of this contract.
 4. The State will pay monthly in arrears for any services utilized for maintenance, service, and parts in accordance with the Contractor's established rates. Bidders may offer Prepaid Annual Maintenance with a minimum additional 10% or greater discount. The Authorized User has the right not to utilize the monthly maintenance contract and use Time and Materials Rates instead. Rates are to be adjusted monthly in arrears by Contractor for increases and decreases in equipment covered by maintenance.
 5. The Authorized User shall not be required to purchase maintenance for use of product, and may discontinue maintenance at the end of any current maintenance term upon 30 days written notice to Contractor prior to the end of the term. In the event that the Authorized User has elected not to purchase monthly maintenance, or the Authorized User has discontinued such purchased maintenance, the Authorized User may acquire maintenance on a T&M basis only, at any time thereafter. The Authorized User may return to a monthly maintenance contract at any time subsequent to a previous discontinuous of maintenance. Authorized users may request a reinstatement of a previously cancelled monthly maintenance contract at any time. Actual reinstatement will occur after contractor's inspection of any equipment covered by said maintenance. Inspection must occur within 30 days of the Authorized Users request.
 6. The Bidder shall provide per hour rates for maintenance provided during the course of providing equipment or implementing a complete and working system. Maintenance shall include items such as design and engineering, project management, training, acceptance testing, inspection, monitoring, and document generation. The Bidder shall also include Time and Material rates for emergency and non-emergency on-site/remote access maintenance during normal business hours, emergency and non-emergency on-site/remote maintenance outside of normal business hours.

II.9.2 MAINTENANCE PROVISION AND PERSONNEL PROFILE

Bidders must describe and certify their ability to provide maintenance and meet all requirements of RFP 20191, REV 8/27/2010. Additionally bidders may identify various locations that will provide maintenance. When identifying how maintenance will be provided bidders shall identify the address of a maintenance center or the address of an employee providing maintenance. Bidder compliance with the Maintenance provision requirements is solely the determination of OGS aka the State. Bidders shall

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describe how they will meet maintenance requirements and their maintenance protocols, such as remote access etc. used to meet these requirements. It is not necessary for bidders to have a maintenance center/employee in each region bid as long as they demonstrate that they meet maintenance requirements set forth in section II.9.4 (page 31 and 32) and Appendix C (page 120). OGS reserves the right to request additional information to verify that bidders meet maintenance requirements.

Each proposal must contain a listing that provides information on the location from which maintenance personnel will be dispatched (if required) to service the equipment. If there is no requirement to dispatch personnel based on equipment type etc. bidders should indicate this and fully describe how maintenance is provided. The proposal must also list the service personnel by title and their title experience. Details to be included are shown in Appendix C.

If a service or maintenance call to the service center would result in the requesting Authorized User incurring toll charges, the Contractor must provide a toll free telephone number (i.e. 800 or 888 number, Collect Call, Contractor Provided FX). This excludes local message units.

II.9.3 PREVENTIVE MAINTENANCE

The Contractor shall perform preventive maintenance (PM) according to the manufacturer's recommended schedule and it shall be performed during the Authorized User's working hours at a time acceptable to the Authorized User. Bidders must provide a description, and cost information, for any Remote Administration and Maintenance Service arrangements, which will be provided with the proposed systems. Bidders must indicate unit, e.g. hourly, monthly, yearly, and provide a schedule fully describing the maintenance program. (See Sec. V.6 and the NYS Net Pricing Pages). This information must be clearly identified, and must be incorporated in, or attached to, that portion of the bidder's proposal providing the information requested in Appendix C of the RFP.

II.9.4 REMEDIAL MAINTENANCE

Whether the Authorized User elects to subscribe to monthly maintenance or Time and Materials (T&M), remedial maintenance shall be performed after the Authorized User notifies the Contractor that the equipment is inoperable or unsuitable for operation. The Maintenance Center will be responsible for insuring that service for each request is provided in accordance with the following:

- A. Priority Emergency Service - A "Priority Emergency" is a situation involving a major malfunction of the security products or system service, which is defined as the inability of 10% or more of the security products or systems (including, but not limited to: security cameras, fire alarms and the software for the same) to not operate correctly. The Contractor shall respond* in Priority Emergencies within two (2) continuous hours following notification by the Authorized User. Authorized Users reserve the right to require a more stringent definition of a Priority Emergency at time of purchase.
- B. Emergency Service - An "Emergency" is a situation involving a "critical" System failure in the opinion of the Authorized User. The Contractor shall respond* in Emergencies within three (3) continuous business hours after Authorized User notifies Contractor of the emergency.
- C. Non-Emergency Service - A "Non-Emergency" is a situation involving a System failure of a scope less than that described for an Emergency. The Contractor shall respond* in Non-Emergencies within six (6) continuous business hours after Authorized User notifies Contractor of the malfunction.

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***“Respond” (for Sec. II.9.4)** shall be when the contract holder commences performing remedial maintenance. “Commence Performing” is when a qualified and prepared technician is actually working on, examining, or in some way servicing the system with a malfunction to attempt to correct the problem. **Scheduling, simply returning a phone call, having an untrained representative/unprepared technician arrive on site, etc. do not constitute meeting the Response Time Requirements.**

The above response limitation includes travel time. Remedial maintenance must be available twenty-four hours per day, seven days per week, including New York State legal holidays. Details of how the supplier will meet this level of responsiveness, and how any exception will be dealt with must be described in the Bidder’s proposal in Appendix C.

Contractors must provide a local telephone number for the facility. If a service or maintenance call to the service center would result in the requesting Authorized User incurring toll charges, the Contractor must provide a toll free telephone number (i.e. 800 or 888 number, Collect Call). This excludes local message units. A national toll-free number for service and dispatch of local technicians is acceptable.

If the Contractor does not perform according to the contract, the Authorized User reserves the right to contract with another maintenance company. The difference in cost, if any, between the two will be borne by the Contractor named in this contract. If the Contractor subcontracts any portion of the service, the subcontractor must be approved by OGS.

II.9.5 MAINTENANCE SERVICES FOR PRODUCTS PURCHASED OUTSIDE OF AWARD 20191

In addition, maintenance services for systems/equipment not purchased from contracts established for Security Systems and Solutions as a result of RFP 20191 may be purchased from bidders awarded contracts for LOTS 2 and 3 under the following conditions:

1. Authorized Users are allowed to purchase replacement parts and monthly maintenance for systems/equipment purchased outside of the Award 20191, if the replacement parts and monthly maintenance rates for the systems/equipment are on the Contractor’s NYS Net Price sheets. See bullet # 3.
2. Authorized Users would be allowed to purchase Time and Material maintenance for any products offered by a contractor (requiring a Manufacturer’s Guarantee for all products not manufactured by the contractor), even if the specific product is not on the Contractor’s NYS Net Price Sheets. See bullet #3.
3. The Contractor would be required to establish maintenance rates at or below the rates listed on their NYS Net Price Sheets and add to the contract prior to sale via the contract update procedures.
4. Contractors are not obligated to provide the Authorized Users maintenance service for systems/equipment not purchased from the NYS Security Systems and Solutions Contracts.
5. The Contractor will inspect the system/equipment to make a determination as to whether or not they wish to provide the Authorized User maintenance. Any rates for the inspection service will be at or below the hourly or per inspection rates listed on the Contractors’ NYS Net Price Sheets. Contractors may refuse to offer maintenance on previously purchased equipment, due to age, condition, availability of parts, etc.
6. The availability of maintenance services for systems/equipment not purchased from contracts for Security Systems and Solutions established as a result of RFP 20191 will end at the same time as the maintenance contracts for systems/equipment purchased under Award 20191. (see Section 1.1 above)

II.9.6 MAINTENANCE/SERVICE SHEETS

The Contractor shall furnish the Authorized User with a maintenance service sheet for all maintenance requests. The maintenance service sheets shall include, as a minimum, the following data for each request for service:

1. Date and time notified
2. Date and time of arrival
3. Description of malfunction reported
4. Diagnosis of failure and work performed
5. Date and time failure was corrected
6. Charges for the service, if applicable
7. Name of person performing the service

The maintenance service report must be supplied upon completion of maintenance whenever it is performed on the system.

II.9.7 MAINTENANCE RESPONSIBILITY

Malfunctions, which cannot be immediately diagnosed and pinpointed to a certain piece of equipment or service, will require the participation of the service Contractor until the responsibility for the problem has been unequivocally established.

In no instance shall the failure to resolve the issue of responsibility relieve any Contractor of their obligation to restore system operation. The Authorized User shall have the right to adjust such matters after the fact and validate charges and/or maintenance credits applicable to the provisions of the contract. The specific maintenance responsibilities are described in this RFP and include the delineation of responsibility.

II.9.8 MAINTENANCE GUARANTEE

The parties agree that to effectively provide maintenance specified hereunder, Contractor must maintain a spare parts inventory of critical parts at its maintenance facility. The Authorized User assumes no responsibility or liability for loss of any parts inventory where the Authorized User provides the Contractor with storage space on premises of the Authorized User. CRITICAL PARTS ARE: ALL INTERNAL COMPONENTS, AND ANY OTHER EQUIPMENT WHOSE FAILURE WOULD ADVERSELY AFFECT TEN (10%) PERCENT OF THE SYSTEM.

Contractor agrees to administer such inventory at its own risk regardless of where it is stored and at no extra cost to the Authorized User. Contractor guarantees that within forty-eight (48) continuous hours of its response for any maintenance as provided above that repairs shall be successfully completed and that system service shall be fully restored so long as the malfunction is attributable to Contractor's equipment. Upon the Contractor's failure to provide such maintenance service to correct the malfunction within the forty-eight (48) hour time period, the Authorized User shall be entitled to a credit of 10 percent of the monthly system maintenance cost but not less than seventy-five (\$75.00) dollars for every business hour (defined as the hours between nine (9) a.m. and five (5) p.m. Monday through Friday, excluding weekends and legal holidays) beyond the forty-eight (48) hour time period. During the first year of warranty or T&M conditions, any such credit shall be levied against any additional charges incurred by the Authorized User with the Contractor, and thereafter against the applicable monthly maintenance charge. Should the equipment malfunction for a period of more than forty-eight (48) consecutive hours, or fail to be restored to reliable service after two corrective maintenance service calls, the Authorized User shall have the option of requesting, and Contractor shall provide on a temporary

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basis, replacement equipment of comparable design and performance pending successful repair of the hardware. Should these measures fail to lead to a satisfactory resolution within sixty (60) days of their commencement, the Authorized User shall be entitled, at its option, to the equipment's replacement with new, reliable equipment of the same or similar design and performance at no cost to the Authorized User. The terms and conditions of the Contract shall be equally applicable to such replacement equipment.

The Contractor shall not be liable if failure to perform arises out of causes beyond its control and without the fault or negligence of the Contractor (Acts of God, the public enemy, fires, floods, strikes, freight embargoes, etc.).

II.9.9 FAILURE TO COMPLY

Should the selected Contractor fail to maintain the installed equipment at a level equal to the Standard of Performance requirement, the Authorized User reserves the right to terminate the maintenance contract without any penalty whatsoever after a written notice to said Contractor and providing said contractor thirty day (30) days to correct all maintenance issues. Failure to correct issues identified in the written notice may result in NYS seeking damages equal to the cost of equipment replacement or any charges incurred in having the identified issues corrected. These costs are not limited to replacement equipment costs but may also include charges for installation, training etc... Contractor will be required to refund the total amount of any prepaid maintenance.

Additionally, any failure to meet the required emergency service time frames may result in a responsibility hearing, which could lead to contract suspension or termination.

The Standard of Performance requires that upon completion of the installation, all systems and associated equipment furnished by the contractor will be subjected to a thirty (30) consecutive day operational test to determine the reliability of the equipment.

The Contractor must certify in writing to the Authorized User that the equipment is installed and ready for performance testing. The notification shall include model and serial number nomenclature of all equipment installed and ready for testing. System performance shall not be less than one hundred (100%) percent during the operational 30 consecutive days test period. If the system fails to meet the performance requirements for that period, the Contractor will resolve the problems and start the test again beginning with day one. The Contractor will be given a 60-day period to successfully complete a 30 consecutive days test. If the results of this operational test are acceptable to the Authorized User, as defined under performance requirements, the Authorized User will accept the system and authorize final payment.

II.10 EXAMINATION OF SITES AND SPECIFICATIONS

At the discretion of the Authorized User and prior to the issuance of the Cost Quote, Contractors may be required to perform a site visit at the associated installation location to become familiar with any local condition, which may in any manner affect the work to be done, as well as equipment, materials, labor, or services required. Contractors are required to examine carefully the specifications and to familiarize themselves thoroughly concerning any conditions and requirements that may in any manner affect the work to be performed under the contract. During the site visit, the Authorized User will indicate placement of all equipment. In addition, Contractors should specify if there are any required modifications or additions to the site, which are required to insure proper operation of the equipment. If changes are required, they must be included in the Cost Quote.

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No allowances will be made because of lack of knowledge of these conditions. Ignorance of the requirements will not relieve the Contractors of their liability and obligations under the contract.

Contractors shall provide drawings of typical equipment room layouts, specifying floor space and electrical outlet requirements for each system, assuming maximum system capacities are ordered.

SECTION III SPECIAL TERMS AND CONDITIONS**III.1 NON-COLLUSIVE BIDDING CERTIFICATION:**

(Reference: State Finance Law Section 139-d and Appendix A, Clause 7)

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 its knowledge and belief:

- (1) The prices in this bid 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 bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

III.2 DISPUTE RESOLUTION POLICY:

It is the policy of the Office of General Services' Procurement Services Group (PSG) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to PSG bid solicitations or contract awards. PSG encourages vendors to seek resolution of disputes through consultation with PSG staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of PSG's Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this Invitation for Bids or through the OGS website (www.ogs.state.ny.us).

III.3 APPENDIX A:

Appendix A, Standard Clauses For New York State Contracts, dated June 2006, attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein. **Please retain this document for future reference.**

III.4 APPENDIX B:

Appendix B, Office of General Services General Specifications dated July 2006, attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein and shall govern any situations not covered by this Bid Document or Appendix A. **Please retain this document for future reference.**

NOTE: Appendix B was revised and updated in July 2006, no changes to Appendix B will be considered. Listing extraneous terms that conflict with Appendix B will delay the evaluation of your proposal and may delay a recommendation for contract award or cause the proposal to be deemed non-responsive and ineligible for contract award.

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PROCUREMENT SERVICES GROUP**III.5 CONFLICT OF TERMS AND CONDITIONS:**

(SEE APPENDIX B, Clause 4 Conflict of Terms)

III.6 NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT BUSINESS ENTITY:

OGS conducts a review of prospective contractors ("Bidders") to provide reasonable assurances that the Bidder is responsive and responsible. A Questionnaire is used for non-construction contracts and is designed to provide information to assess a Bidder's responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a bid, Bidder agrees to fully and accurately complete the "Questionnaire." The Bidder acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Bidder is responsible, and that the State will be relying upon the Bidder's responses to the Questionnaire when making its responsibility determination.

OGS recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller's (OSC) website, http://www.osc.state.ny.us/vendrep/vendor_index.htm or to enroll, go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at <http://www.osc.state.ny.us/portal/contactbuss.htm>.

Bidders opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at: http://www.osc.state.ny.us/vendrep/forms_vendor.htm.

In order to assist the State in determining the responsibility of the Bidder, the Bidder should complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the bid opening date. A Bidder's Questionnaire cannot be viewed by OGS until the Bidder has certified the Questionnaire. It is recommended that all Bidders become familiar with all of the requirements of the Questionnaire in advance of the bid opening to provide sufficient time to complete the Questionnaire.

The Bidder agrees that if it is found by the State that the Bidder's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, OGS may terminate the Contract. In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

III.7 TAX LAW § 5-A (APPENDIX 2):

Tax Law § 5-a, is effective with all solicitations to purchase issued by covered agencies on or after January 1, 2005. It applies to contracts where:

- (1) the total amount of such persons' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates, subcontractors, or affiliates of subcontractors whose sales delivered into

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New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and

- (2) the contracts or agreements with state agencies or public authorities for the sale of commodities or services have a value in excess of \$15,000. This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, its subcontractors and affiliates of the subcontractors are required to register to collect state sales and compensating use tax.

Where required to register, the contractor must also certify that it is, in fact, registered with the Department of Taxation and Finance (DTF). The law prohibits the Comptroller, or other approving agency, from approving a contract awarded to a vendor meeting the registration requirements but who is not so registered in accordance with the law.

Attached to this bid are copies of the forms that bidders must complete in order to comply with the abovementioned requirements:

- A. Bidders **are required** to complete, sign and notarize Form ST-220-TD and submit it to the NYS Department of Taxation and Finance (DTF). This form should not be submitted to OGS with the bid proposal submission.
- B. Bidders **are required** to complete, sign and notarize two original Form ST-220 CAs and submit them with their proposal. (see Page 72, Appendix 2 for a link to the NYS Department of Tax and Finance)

Proposed contractors should complete and return the certification forms within two business days of request (if the forms are not completed and returned with bid submission). Failure to respond timely may render a bidder non-responsive and non-responsible. Bidders shall take the necessary steps to provide properly certified forms, within a timely manner to ensure compliance with the law.

Vendors may call the Tax Department for any and all questions relating to Tax Law § 5-a and relating to a company's registration status with the Tax Department. For additional information and frequently asked questions, please refer to the Department of Tax and Finance web site:

http://www.nystax.gov/sbc/nys_contractors.htm.

OGS reserves the right to terminate this contract in the event it is found that the certification filed by the Contractor in accordance with § 5-a of the Tax Law is not timely filed during the term of the contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, OGS may exercise its termination right by providing written notification to the Contractor.

III.8 FREEDOM OF INFORMATION LAW:

See Appendix B, Clause 16:

REQUESTS FOR EXEMPTION OF THE ENTIRE CONTENTS OF A BID/PROPOSAL FROM DISCLOSURE HAVE GENERALLY NOT BEEN FOUND TO BE MERITORIOUS AND ARE DISCOURAGED. KINDLY LIMIT ANY REQUESTS FOR EXEMPTION OF INFORMATION FROM DISCLOSURE TO BONA FIDE TRADE SECRETS OR SPECIFIC INFORMATION, THE DISCLOSURE OF WHICH WOULD CAUSE A SUBSTANTIAL INJURY TO THE COMPETITIVE POSITION OF YOUR FIRM.

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PROCUREMENT SERVICES GROUP**III.9 MERCURY-ADDED CONSUMER PRODUCTS:**

Bidders are advised that effective January 1, 2005, Article 27, Title 21 of the Environmental Conservation Law bans the sale of fever thermometers containing mercury and the sale of elemental mercury for other than research purposes due to the hazardous waste concerns of mercury. The law further states that effective July 12, 2005, manufacturers are required to label mercury-added consumer products that are sold or offered for sale in New York State by a distributor or retailer. The label is intended to inform consumers of the presence of mercury in such products and of the proper disposal or recycling of mercury-added consumer products. Bidders are encouraged to contact the Department of Environmental Conservation, Bureau of Solid Waste, and Reduction & Recycling at (518) 402-8705 or the Bureau of Hazardous Waste Regulation at 1-800-462-6553 for questions relating to the law. Bidders may also visit the Department's web site for additional information: <http://www.dec.state.ny.us/website/dshm/redrecy/c145home.html>

III.10 TERM OF CONTRACT

The term of the Contract will commence upon approval by the Office of State Comptroller and issuance by the Office of General Services and will continue for a period of one and a half (1.5) years, and may be extended for up to two additional two year periods and one additional one year period. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years. The Contractor's authority to sell Security Systems and Solutions shall expire upon the termination of the purchase portion of the Contract as indicated above even though authorized users will be able to have maintenance continue past the contract expiration date.

Contracts issued as a result of Periodic recruitment provisions of RFP 20191 will have varying start dates, depending on the date of contract award, but all contracts issued as a result of RFP 20191 and any subsequent versions will have the same end date

Maintenance Contract terms (i.e., those terms of the contract related to maintenance) can survive the original contract term or any extensions for a period of 3 years. This is meant to include preventive maintenance, remedial maintenance as well as ongoing moves, additions and changes of equipment and software upgrades to the basic system.

III.11 CANCELLATION FOR CONVENIENCE

In addition to rights afforded in Appendix B Clause 60, The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

III.12 EXTRANEIOUS TERMS

Any deviation from the terms and conditions of this RFP will not be considered unless specifically referenced in a separate section of the proposal submitted with the bid and titled "Extraneous Terms." All extraneous terms submitted will be reviewed and negotiated with OGS Legal Services as appropriate. No "Extraneous Terms" may be introduced after the submission of a proposal or at the time of a purchase from any resultant contract(s).

The terms of Appendix A are non-negotiable as they are legislatively mandated and cannot be listed in extraneous terms , additionally no documents that would change or attempt to supersede Appendix A may be submitted as this may be cause for proposal rejection and disqualification for contract award recommendation

NOTE: Appendix B was revised and updated in July 2006, no changes to Appendix B will be considered. Listing extraneous terms that conflict with Appendix B will delay the evaluation of your proposal and may delay a recommendation for contract award or cause the proposal to be deemed non-responsive and ineligible for contract award.

At the sole discretion of the State, "Extraneous Terms" introduced, as new after the proposal submission may not be considered.

Any deviations or "standard" terms and conditions which may be included with this bid, such as those included as part of a price list, are not relevant and will not be considered. Bidders shall acknowledge this requirement by signing the applicable spaces in the questionnaire portion of this RFP.

III.13 PERFORMANCE AND PAYMENT BOND

A. DESCRIPTION OF PERFORMANCE BOND

As specified in Section 137 of the State Finance Law, the Contractor may be required by an Authorized User to furnish a bond for the faithful performance of all obligations imposed by the contract and also for the payment of all lawful claims of subcontractors, material suppliers, and workers arising out of the performance of the contract. Such bond will be in the form found herewith entitled "Performance and Payment Bond" and will be in a penal sum equal to seventy-five percent (75%) of the estimated value of the Cost Quote and such bond will be signed by one or more sureties* satisfactory to the Authorized User.

* Sureties must be corporations (commonly known as "surety companies"), authorized to do business as sureties in the State of New York; whose names appear on the current list of the Treasury Department of the United States in effect at the time of submission of the Performance and Payment Bond to the Issuing Office as acceptable as sureties to the Treasury Department. In addition, the aggregate underwriting limitations on any one risk as set forth in the aforementioned list of the Treasury Department of the sureties will equal or exceed the penal sum of the Performance and Payment Bond.

When the Authorized User notifies the Contractor to furnish a bond, the Contractor will deliver such bond to the Authorized User within 15 days, after receipt by the Contractor of the acceptance of the Cost Quote and the sureties thereon will be as proposed by the Contractor, provided that if the Authorized User has therefore given notice to the Contractor that the proposed sureties or any of them are not satisfactory, the bond will be executed by other sureties satisfactory to the Authorized User.

• DEFAULT

In the event of a default by the Contractor in its obligation to furnish a satisfactory bond within fifteen days after receipt of an acceptance of the Cost Quote, such default will entitle the Authorized User in its discretion to terminate this Cost Quote at any time within 25 days after the acceptance of the Cost Quote, without any

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liability on the part of the Authorized User or the State. Inasmuch as the damages to Authorized User, resulting from a termination by it upon the failure of the Contractor to furnish a satisfactory bond, will include items whose accurate amount will be difficult or impossible to compute. Therefore, such damages will be liquidated in the sum of the following amounts:

The excess, if any, of the Lump Sum quoted in the Cost Quote finally accepted over that quoted in the Cost Quote of the Contractor; and

The expense of such new advertisement of the contract, if any, as may be deemed necessary by the State; and the sum of \$500.00 for each day after the receipt by the Contractor of the acceptance of its Cost Quote that the performance of the Cost Quote is not commenced by reason of the failure of the Contractor to furnish the required bond.

- **PROCEDURES FOR RECTIFYING PROBLEMS**

If at any time the Authorized User will be or become dissatisfied with any surety or sureties furnished for any bond submitted in accordance with the requirements of the Authorized User, or if for any other reason such bond will cease to be adequate security to the Authorized User the Contractor will, within fifteen days after notice from the Authorized User to do so, substitute a new bond in such form and sum and signed by such other sureties as may be necessary in the opinion of the Authorized User to constitute adequate security.

The Performance and Payment Bond expires at the time the Authorized User "accepts" the system. From that point on, the Authorized User will rely on the Manufacturers Warranty and/or the maintenance contract to protect the Authorized User from inadequate performance or non-performance by the Contractor.

See the Appendices H Performance and Payment Bond Forms.

III.14 ADMINISTRATIVE AND REPORTING REQUIREMENTS

Please see Appendix L.

III.15 NYS DEPARTMENT OF LABOR PREVAILING WAGE RATE SCHEDULES PUBLIC WORKS AND BUILDING SERVICES CONTRACTS

If any portion of work being bid is subject to the prevailing wage rate provisions of New York State Labor Law, the following shall apply:

A. "PUBLIC WORKS" AND "BUILDING SERVICES"

Bidders must refer to Appendix B, Clause 17 for a full description of these subjects.

B. PREVAILING WAGE RATE APPLICABLE TO BID SUBMISSIONS NYS DEPT. OF LABOR**PREVAILING WAGE RATE SCHEDULES**

ALL PUBLIC WORKS AND BUILDING SERVICE CONTRACTS, REGARDLESS OF DOLLAR

VALUE, REQUIRE THE PAYMENT OF PREVAILING WAGES AND SUPPLEMENTS AS

ESTABLISHED BY LAW BY THE DEPARTMENT OF LABOR. Information indicating that prevailing

wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in monetary fines or debarment from bidding and awarding of contracts.

NOTE: CONTRACTORS AND SUBCONTRACTORS ARE FURTHER REQUIRED TO POST THE PREVAILING WAGE RATES IN A PROMINENT AND ACCESSIBLE PLACE AT THE WORK SITE. Vendor is solely responsible for confirming subsequent changes to the posted rates and for paying the prevailing rates at all times during the contract term.

This is a Public Works project. The Bidder must use the labor rates and must adhere to Department of Labor rules and regulations in the payment to employees **Notice: Prevailing Labor Rates from the NYS Department of Labor are available on the web site.**

<http://www.labor.state.ny.us/>

(Click on Quick Links which will take you to Prevailing Wage Rates)

Reference PRC# 2008002488

Work being bid is subject to the prevailing wage rate provisions of New York State Labor Law. See "Prevailing Wage Rates - Public Works and Building Services Contracts" in Appendix B, OGS General Specifications. The PRC reference number for prevailing wage rates for this bid is **2010006433**. Any federal or State determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful" might be grounds for a determination of vendor non-responsibility and rejection of bid or cancellation of the contract.

A list of companies with which the Department of Labor prohibits State Agencies from doing business is located at the end of the labor rates list. The issuing Office will disqualify any bid from a company that is listed and a bid that uses one of the listed companies as a subcontractor.

The awarded Vendor(s) will be required to complete the following actions and maintain Department of Labor records as indicated:

- 1) The Prevailing Wage Schedules must be posted at the work site so that the workers are aware of the wages and supplements to which they are entitled by law.
- 2) The awarded Vendor(s) must provide all workers with written notice informing them of the prevailing wage requirements for the job and each worker must sign a statement or declaration that attests that all workers have been given this information.
- 3) The Vendor(s) are required to certify payrolls and keep the certified records on site and available.

Bidders must submit proposals which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits, expense reimbursement, and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit proposals based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Proposals that fail to comply with this requirement will be disqualified.

C. WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM

The wages to be paid under any resulting contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the contract term that apply to the classes of individuals supplied by the

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contractor on any projects which result from this contract which is subject to the provisions of this article. Contractor is solely liable for and must pay such required prevailing wage adjustments during the contract term as required by law.

D. DAY'S LABOR - DEFINED FOR ARTICLE 8, PUBLIC WORKS (FOR PURPOSES OF ARTICLE 8 OF THE LABOR LAW)

No laborer, workers or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. 'Extraordinary emergency' shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the industrial commissioner for the preservation of the contract site and for the protection of the life and limb of the persons using the contract site.

III.15.1 ADJUSTMENTS TO THE PREVAILING WAGE RATE SCHEDULES

On or after the date of adjustments to Prevailing Wage Rates by the NYS Department of Labor, the Contractor shall be granted an increase or decrease in the contract wage rates dependent upon fluctuations in the latest published Prevailing Wage Rates published by the NYS Department of Labor.* The prevailing wage rates are available online at:

<http://wpp.labor.state.ny.us/wpp/doSearchWageSchedulePublic.do?method=doIt&schedule>

The price adjustment shall be calculated as follows:

NOTE: THE FOLLOWING IS FOR PURPOSES OF EXAMPLE ONLY BE SURE TO USE ACTUAL RATES IN EFFECT AT THE TIME OF BID SUBMISSION

(Prevailing Wage + Supplemental Benefits) * Percentage Markup

Example: Electrician Lineman Teledata Region A

Prevailing Wage	
Installer/Repairman	\$20.45
Supplemental Benefits	
(\$2.80+(3% of Wage .61) = \$3.41)	+ 3.41
	\$23.86

Contractor's Bid Percentage Markup = 35%

(Percentage Markup includes all Statutory Benefits regulated by Law, Overhead, Profit and any other ancillary costs)

$23.86 \times 35\% = \$32.21$ Contractor's Hourly Charge to NYS

*The contractor has the sole responsibility to submit a request for a price adjustment to the Office of General Services on or after the applicable anniversary date (new prevailing wage rate schedule, PRC# 2008002488, issued by Department of Labor) and shall provide a copy of both the original and new wage rate schedules and other supporting documentation necessary to support the increase or decrease. See Contract Update procedures. The State reserves the right to make the appropriate adjustment determined in accordance with the above methodology.

III.15.2 ADJUSTMENTS TO LABOR RATES NOT COVERED BY PREVAILING WAGE RATE SCHEDULES

Requests for adjustments to labor rates for titles not covered by prevailing wage rate schedules issued by the Department of Labor (and GSA-based pricing schedules) may be submitted on or after the first anniversary of contract award (and on or after the subsequent anniversaries) utilizing the regular add process. These types of adjustments will be limited to the CPI or 5%, whichever is less.

III.16 CONTRACTORS INSURANCE REQUIREMENTS

Insurance requirements apply to **all Lots except Lot 1: PRODUCT ONLY**, except for Workers Compensation and Disability Insurance as required per Statute (See Sec. III.16.1).

The bidder must submit with their proposal two original signed copies of Appendix G (Contract Insurance Commitment Letter), on their Official Corporate letterhead that it will comply with all insurance requirements if awarded a NYS Contract by obtaining and maintaining all required coverages. This letter and the following section define the contractually-required insurance coverages.

Within thirty (30) days of notification of Contract Award, the contract holder shall provide the Office of General Services (hereinafter referred to as "OGS") written proof of insurance coverage and additional insured documentation, as specified herein. "Written proof" consists of certificates of insurance and/or endorsements Contractor hereunder the to policies issued by an officer of an insurance company:

- A. licensed or authorized to do business in New York,
- B. government self-retention funds, or
- C. other self-insurance companies evidencing that the Contractor has the requisite insurance coverages.

All non-standard exclusions or limitations applicable to the contract must be disclosed on the Certificate of Insurance, and must be approved by OGS. Policies providing commercial general liability, excess or umbrella liability and pollution legal liability insurance shall be specifically endorsed to name **the People of the State of New York, its officers, agents, and employees** as additional insureds thereunder. Such written proof shall be in the form and substance acceptable to OGS.

Acceptance and/or approval by the Authorized User of the written proof of insurance does not, and shall not be construed, to relieve Contractor of any obligations, responsibilities or liabilities under the Contract to obtain the required coverage.

The Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject. Deductibles and self-insured retentions must be approved by OGS. Such approval shall not be unreasonably withheld.

Contractor shall secure and keep in force during the term of the contract, and Contractor shall require all Subcontractors prior to commencement of an agreement between Contractor and the Subcontractor, to secure and keep in force during the term of this contract the following insurance coverage:

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Specific Insurance Requirements (Coverage Level and Scope of Coverage)

- a) Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence:

Such liability shall be written on the ISO occurrence form CG 00 01© (current edition), or a substitute form providing equivalent coverages and shall cover liability arising from:

1. premises operations,
2. independent contractors,
3. products-completed operations,
4. broad form property damage,
5. personal & advertising injury,
6. cross liability coverage,
7. liability assumed in a contract (including the tort liability of another assumed in a contract), and
8. explosion, collapse & underground coverage.

If such insurance contains an aggregate limit, it shall apply separately on a per job or per project basis.

- b) Workers Compensation, Employers Liability, and Disability Benefits as required by New York State Law:

Workers' Compensation, Employer's Liability, and Disability Benefits meeting all New York State statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of the contract. In addition, if employees will be working on, near or over navigable waters, coverage provided under the US Longshore and Harbor Workers Compensation Act must be included. Also, if the contract is for temporary services, or involves renting equipment with operators, the Alternate Employer Endorsement WC 00 03 01A must be included on the policy naming the People of the People of the State of New York as alternate employer.

- c) Comprehensive Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident:

Such insurance shall cover liability arising out of any automobile including:

1. owned,
2. leased,
3. hired and
4. non owned automobiles.

- d) Professional/Errors and Omissions Liability insurance including a three (3) year "tail coverage endorsement," with minimum liability limits of \$1,000,000.00 per occurrence and in the aggregate:

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If Professional/Errors and Omissions Liability insurance coverage is included under a Commercial General Liability Policy, this shall be clearly indicated by a cover memo that lists this information.

To fulfill this requirement, Contractors may certify that proposed subcontractors possess the required Professional/Errors and Omissions Insurance.

e) Pollution Legal Liability Insurance:

NOTE: THE CONTRACTOR IS NOT REQUIRED TO PURCHASE POLLUTION LEGAL LIABILITY INSURANCE WITHIN 30 DAYS OF NOTIFICATION OF CONTRACT AWARD. THE AUTHORIZED USER MAY REQUIRE THE CONTRACTOR TO PROVIDE POLLUTION LEGAL LIABILITY INSURANCE AS A CONDITION OF THEIR PURCHASE. THE CONTRACTOR, OR SUBCONTRACTOR IS TO PROVIDE POLLUTION LEGAL LIABILITY INSURANCE TO THE AUTHORIZED USER AT A TIME MUTUALLY ACCEPTABLE TO BOTH PARTIES.

Pollution legal liability insurance coverage for personal injury, property damage and cleanup cost arising from pollution conditions caused by the operations of the Contractor with minimum liability limits of \$5,000,000.00. Occurrence coverage is preferred but coverage may be provided on a claims-made form that includes a three year tail coverage endorsement. Coverage shall include contractual liability coverage for claims arising out of:

1. liability of subcontractors,
2. loading and unloading,
3. unlimited complete operations, and
4. non-owned disposal site coverage (if applicable).

If Pollution Legal Liability Insurance coverage is included under a Commercial General Liability Policy, this shall be clearly indicated by a cover memo that lists this information.

All insurance coverage must meet the following additional requirements:

1. All insurance required shall be obtained at the sole cost and expense of the Contractor, and shall be primary and non-contributing to any insurance or self-retention maintained by OGS.
2. Any deductible or self-insured retention amount, or other similar obligation, under the policies shall be the sole responsibility of the Contractor. The amount of any deductible or self-retention is subject to approval by OGS.
3. The requisite insurance may be provided through a policy or policies of insurance, which may be primary and/or excess, including umbrella policies, but must be placed with an Insurer rated "A-" Class "VII" or better by the A.M. Best Company, Inc. If, during the term of the policy, an Insurer's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an Insurer rated at least "A-" Class "VII" by the A.M. Best Company, Inc. Any excess policy must follow the requirements set forth in the New York State Insurance Law for such coverage.
4. Contractors shall provide OGS with updated Certificates of Insurance, and as applicable amendatory endorsements, at least thirty (30) days prior to the expiration or renewal date of a policy.

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5. The insurance provided shall include an endorsement indicating that the policy and any endorsements may not be cancelled without thirty (30) days prior written notice to OGS. In the event that the cancellation is due to non-payment of premium, ten (10) days prior written notice shall be provided.
6. The insurance provided shall include a blanket or specific "Waiver of Subrogation" endorsement waiving any right to recovery the insurance company may have against the State.
7. In the block provided in the Certificate of Insurance for insertion of "Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions" the additional insured information and job specific information, such as the nature of the contract and either the solicitation number or the contract award number should be referenced.
8. Additional insured endorsements should specify the following:
 - A. The full legal name of the additional insured; i.e., the State of New York, its agencies, officers and employees;
 - B. The specific location or operations for which the coverage applies;
 - C. The time frame of when the coverage begins and ends
 - D. That notice of modification or cancellation will be provided to the additional insured at a specified name and address;
 - E. That the insurance company waives any right of recovery it may have against the State;
 - F. That the coverage required shall be primary for the State and shall not be affected by any other insurance or coverage obtained by the State on its own behalf;
 - G. That cross liability/severability of interest coverage is provided; and
 - H. That the legal defense provided to the State under the policy must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary.
9. The insolvency or bankruptcy of the insured Contractor, or Subcontractor, shall not release the Insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Contractor, or Subcontractor, from meeting the retention limits under the policy.
10. Failure to provide insurance coverage as required herein, and to keep the same in force during the term of the contract, is a material breach of contract entitling the State to terminate the contract in accordance with the termination provisions in the contract.

III.16.1 WORKERS' COMPENSATION, EMPLOYER'S LIABILITY, AND DISABILITY BENEFITS COVERAGE REQUIRED PER NEW YORK STATE STATUTE:

As stated above, Workers' Compensation, Employer's Liability, and Disability Benefits coverage meeting all New York State statutory requirements are required.

PROOF of COMPLIANCE WITH WORKERS' COMPENSATION COVERAGE REQUIREMENTS:

ACCORD forms are NOT acceptable proof of workers' compensation coverage.

In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to workers' compensation coverage, contractors shall:

- A) Be legally exempt from obtaining workers' compensation insurance coverage; or
- B) Obtain such coverage from insurance carriers; or
- C) Be a Board-approved self-insured employer or participate in an authorized self-insurance plan.

Contractors seeking to enter into contracts with the State of New York shall provide **one of the following forms to the Office of General Services** at the time of bid submission:

- A) Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain

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- i. Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required which is available on the Workers' Compensation Board's website (www.wcb.state.ny.us); or
- B) Certificate of Workers' Compensation Insurance:
 - (1) **Form C-105.2 (9/07)** if coverage is provided by the contractor's insurance carrier, **contractor must request its carrier** to send this form to the New York State Office of General Services;
or
 - (2) **Form U-26.3** if coverage is provided by the State Insurance Fund, contractor must
 - (i) request that the State Insurance Fund send this form to the New York State Office of General Services; or
- C) Certificate of Workers' Compensation Self-Insurance - **Form SI-12**, available from the New York State Workers' Compensation Board's Self-Insurance Office; or
- D) Certificate of Participation in Workers' Compensation Group Self-Insurance **Form GSI-105.2**, available from the contractor's Group Self-Insurance Administrator.

All forms must name the Office of General Services - Procurement Services Group, 38th Floor, Mayor Erastus Corning 2nd Tower, Empire State Plaza, Albany, NY 12242, as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

PROOF of COMPLIANCE WITH DISABILITY BENEFITS COVERAGE REQUIREMENTS:

In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to disability benefits, contractors shall:

- A) Be legally exempt from obtaining disability benefits coverage; or
- B) Obtain such coverage from insurance carriers; or
- C) Be a Board-approved self-insured employer.

Contractors seeking to enter into contracts with the State of New York shall provide one of the following forms to the Office of General Services at the time of bid submission or shortly after the opening of bids:

- A) **Form CE-200**, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required* which is available on the Workers' Compensation Board's website (www.wcb.state.ny.us); or
- B) **Form DB-120.1**, *Certificate of Disability Benefits Insurance*. Contractor must request its business insurance carrier to send this form to the New York State Office of General Services;
or
- C) **Form DB-155**, *Certificate of Disability Benefits Self-Insurance*. The Contractor must call the Board's Self-Insurance Office at 518-402-0247 to obtain this form.

All forms must name the Office of General Services - Procurement Services Group, Team 6, 38th Floor, Mayor Erastus Corning 2nd Tower, Empire State Plaza, Albany NY 12242, as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

III.17 CORPORATE MERGER/ACQUISITION/TAKEOVER

Any assignment or other transfer of contracts issued as a result of this RFP by Contractors arising from merger, acquisition, takeover or any change in corporate form shall be subject to a condition that the pricing, terms and conditions inuring to the benefit of the State under this contract shall be assumed in their entirety by the assignee or transferee. Notwithstanding the terms of this provision, assignments of contractual obligations

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arising from corporate merger, acquisition, takeover or change in corporate form requires the advance approval of the Office of the State Comptroller.

III.18 NOTICES

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this RFP or contract executed pursuant thereto shall not be valid unless in writing and shall be validly given when mailed by registered or certified mail, hand delivered, faxed, or emailed, (i) if to the State, addressed to the State at its address given set forth on the title page of this RFP, and (ii) if to Authorized Users, to address set forth in the Purchase Order, and (iii) if to Contractors, addressed to Contractors at their addresses. The parties may from time to time, specify any address in the United States as its address for the purpose of notices under this agreement by giving fifteen (15) days written notice to the other party. The parties agree to mutually designate individuals as their respective representatives for the purpose of this contract.

III.19 CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITIES

Procurement Services Group considers the prime contractor to be the sole contact with regard to all provisions of the proposal, to include payment of all charges resulting from the procurement and installation of the entire equipment and/or software configuration. In the event the bidder's proposal includes hardware and/or software manufactured by another manufacturer or supplier, the Prime Contractor must assume full responsibility for delivery, installation, maintenance, and support services for such items offered in the proposal. The Prime Contractor shall ensure that there is no interruption of service during implementation and shall assume responsibility for any related negotiations with local service providers. Contract holders may authorize any reseller to accept purchase orders, issue invoices and receive payments

- A. The Contractor and its representatives must work in harmony, cooperation and coordination with existing trade unions.
- B. Contractors are encouraged to subcontract with companies certified as minority or women-owned enterprises. A list of New York State registered minority and women-owned business enterprises is available through the OGS MWBE Office as referenced in Article 15 A.
- C. If the Bidder intends to use a subcontractor for the maintenance, the subcontractor must be identified at the time that the proposal is submitted (Reference Section 1.6).
- D. All subcontractors must have a minimum of two (2) years' acceptable experience as determined by Procurement Services Group installing the same type of equipment/services being offered on in this proposal.
- E. All subcontractors must be pre-approved by OGS and/or OSC prior to being added on contract. OGS reserves the right to request and review any and all subcontractor agreements.

III.19.1 VALUE ADDED RESELLERS OR DISTRIBUTORS

OGS agrees to permit Contractor to utilize approved, designated Resellers including Value Added Resellers (VARs) and/or distributors and dealers ("Reseller[s]"), to participate as alternate distribution sources for Contractor. Resellers may be added at any time during the Contract term at the discretion of the Contractor provided that they comply with all of the conditions of participation set forth in paragraph B, below, with no set minimum or maximum number of Resellers who may be used. Such participation is subject to the following conditions:

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- A. Designation of Reseller(s): Contractor shall specify whether orders must be placed directly with Contractor, or may be placed directly with designated Reseller(s). If Reseller(s) are designated to fulfill orders under this Contract, issue invoices and receive payment, Contractor must provide OGS, in advance, with all necessary ordering, billing addresses and federal identification numbers in the format provided in Appendix J.
- B. Conditions of Reseller(s) participation is subject to the following conditions:
1. Reseller(s) must be approved in advance by OGS as a condition of eligibility.
 2. OGS reserves the right to rescind any such participation or request that Contractor name additional Resellers, in the best interests of the State, at the State's sole discretion, at any time.
 3. Contractor shall have the right to qualify Reseller(s) and their participation as fulfillment agents under this Contract by Product line, contracting program (e.g. government/educational sales), geographic region, size/sales volume, technical training or other criteria ("qualifying criteria"), provided that:
 - i. such qualifying criteria is uniformly applied to all potential Resellers based upon Contractor's established, neutrally applied commercial/governmental/ educational program criteria, and not to a particular procurement, OGS reserves the right to request and review all VAR agreements;
 - ii. all general categories of qualifying criteria must be disclosed by the Contractor to OGS, in advance, at the beginning of the Contract term;
 - iii. shall be compliant with State and Federal laws;
 - iv. those qualifying criteria met by the Reseller must be identified on the form provided in Appendix J at the time that Reseller approval is requested under this paragraph 8; and
 - v. immediate advance notice is provided to OGS in the event that a change in Reseller's status occurs during the Contract term. Contractor shall not be required to add any Reseller(s) who do not meet Contractor's qualifying criteria, as defined below, or where the addition of the Reseller(s) would violate any state or federal law or regulation.

All Resellers who have been approved in accordance with the foregoing paragraph shall be eligible to quote pricing for procurements under this contract which meet their qualifying criteria. Except as otherwise set forth in the qualifying criteria contained in Appendix K, Contractor warrants and represents that it shall not, directly or indirectly, by agreement, communication or any other means, otherwise restrict any Reseller's participation or ability to quote pricing for a project.

4. Contractor's pricing in its NYS Net Pricing Pages constitutes a not to exceed price which shall be the maximum price payable by Authorized Users under the Contract for Product. Resellers may not charge more than the not to exceed rates set forth by Contractor in its NYS Net Pricing Pages, but may offer Authorized Users lower pricing than the not to exceed pricing set forth therein.
5. Where the proposed Resellers also holds an approved E-RATE contract as referenced in Clause #1 of this agreement, and the rate offered by Reseller under this Contract is lower than the rate

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offered under the E-RATE contract, Resellers must agree to extend and match the lower rates offered under this Contract to the E-RATE purchasers in order to be approved for participation under this contract.

6. As a further condition of participation, where Resellers wish to maintain a web-site page for Products to be offered under the NYS Contract, Contractor must furnish a link to Resellers home page from the Contractor's NYS Contract home page, and Resellers must meet the following requirements at all times during the contract term:
 - i. Resellers may only list such Products for which not to exceed prices are listed on the Contractor's home page; and
 - ii. Resellers' pricing must be at or lower than the not to exceed rates listed at Contractor's home page; and
 - iii. Resellers must individually meet and comply with the requirements of Section II.19.1.

- C. Applicability of Contract Terms/Responsibility for Reporting & Performance: OGS shall execute a single Contract with the Contractor, and Resellers may only participate as a subcontractor or agent of the Contractor. Contractor shall be fully liable for Resellers' performance and compliance with all Contract terms and conditions.

Although OGS will not be entering into separately executed contractual agreements with the designated Resellers, Authorized Users may place orders with and issue payments directly to the Resellers in accordance with this Section III.19.1. Product ordered directly from Resellers is subject to all terms and conditions of this Contract. Resellers may only offer those Products and Services approved by the State for sale under the Contract.

Product (including training) purchased through Resellers must be included and reported by Contractor in the required Semi-annual Reports to OGS, and where applicable, in the Third Party Manufacturers reports required in accordance with the provisions of Appendix J. In addition to inclusion of Resellers volume in the Contractor's semi-annual reporting obligation to OGS, at the request of Authorized User, Resellers shall provide Authorized User with semi-annual reports of the individual Authorized User's Contract activity with Reseller.

III.20 ESTABLISH AND MAINTAIN PRICING

During the term of the contract, the Vendor must maintain the discount(s) from List Price/MSRP as quoted in the original bid and approved for the product lines BID (established GSA-based/MSRP-based Pricing Structure). It shall be the responsibility of the bidder and subsequent Vendor to submit to the Procurement Services Group all subsequent product line changes (additions, deletions, price updates) as soon as the manufacturer announces them in order that the contract can be amended accordingly. Price reductions shall take effect immediately and be applied to all unshipped orders.

All net prices must **INCLUDE** all applicable shipping; handling, insurance and associated delivery charges (F.O.B. Destination the dock/delivery location of the Authorized User) Reference Appendix B, Clause 47b, Shipping/Receipt of Product and Clause 48, Title/Risk of Loss.

Bidders **MUST** attach electronically to their bid a dated Price List [enter most recent version date]. To develop a NYS Net Price List, the following columns **are required**:

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1. Product Number (Bidders must use the Manufacturer's Product/Model Number)
2. Product Description (bidders must to use the Manufacturer's Catalog Description)
3. Unit of Measurement (Bidders must the Manufacturer's Description (i.e. foot, pounds, quantity, etc.)
4. Discount Category (if applicable)
5. List Price/MSRP column - Indicates the cost of each item from the manufacturer's price list. ,
6. Percentage Discount Column - Indicates the % discount offered
7. NYS Net Price Column - Indicates NYS Net price.

III.20.1 RATES FOR TRAVEL COSTS

All rates must include travel time and costs incurred for travel to and from the site. Rates and charges for the Product, installation, systems integration, and maintenance of the Product must include all travel and costs associated with accessing the installation site.

III.21 CONTRACT UPDATE PROCEDURES:

All Auto, Regular, and Regular Adds for Lots/Regions shall be filed with OGS as outlined, and shall be effective only upon approval by either the Office of General Services (OGS) and/or the Office of the State Comptroller (OSC).

The following guidelines are subject to change at the discretion of OGS.

TYPES OF CONTRACT UPDATES - In order to expedite processing of a change request, where proposed changes involve more than one category below (*Auto Add / Regular Add*), they should be submitted to OGS as separate requests.

1. AUTO ADDS / DELETIONS:

"Auto Adds/Deletions" are Contract changes and updates made in accordance with the previously approved Contract pricing formula; e.g., a "discount from list" or pricing based on an **approved GSA-based or MSRP based price schedule**. Auto Adds include the bundling of Products / Services not previously bundled and the adding of products or services not previously offered (which fit the scope of contracts awarded as a result of RFP 20191). Pricing increases not based on an approved GSA-Based Pricing Schedule, MSRP-based Pricing Schedule, and/or NYSDOL Prevailing Wage Rate Schedule must be submitted as a Regular Add.

Auto Adds/Deletions/updates include:

- i) Adding new Products / Services within the established, previously approved pricing structure, (discounts cannot be reduced).
- ii) Adding new product lines/services which fit the scope of contract (i.e. security products and services) permitted under the LOT(s) awarded to a contractor and for which the contract holder can demonstrate Reasonableness of Price (to establish New GSA-based/MSRP-based Pricing Structures "discount from List Price/MSRP") as defined in Section I.4).
- iii) Lowering pricing for Products / Services previously incorporated under the Contract,
- iv) Deleting Products / Services previously incorporated under the Contract
- v) Increasing pricing based on an approved GSA-based or MSRP based pricing schedule ("discount from List Price/MSRP")
- vi) Updates (increases/decreases/change in titles) in the Total Hourly Rates for job titles appearing in a NYSDOL Prevailing Wage Rate Schedule (the contractually approved percent markups cannot be increased for the life of contract)

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- vii) Updates (increases/decreases/change in titles) in the Total Hourly Rates for Job Titles based on an Approved GSA-based schedule, and
- viii) Modifying Value Added Reseller (VAR)/Subcontractor lists. See Appendix J and Sections III.19/III.19.1

MODIFICATIONS IN VAR LIST:

If the Contractor allows value added resellers to participate in the Contract in accordance with the Use of Alternate Channel Participation (Resellers/Distributors) clause of this Contract, requests to add or delete VARs or to modify VAR information must be submitted for prior approval of OGS and OSC. Contractor may request modification to the designated VAR List by submission of a completed, revised Appendix K.

PLEASE NOTE: Changes within an Approved-GSA Based pricing schedule (“discount from list”) do not include reducing the contractually-approved established percent discount which cannot be reduced for the life of contract.

When the Contract pricing is based on GSA prices, the revised prices or prices of new Products / Services must reflect current GSA prices adjusted as necessary for any additional discounts, including an additional 0.75% (as applicable) discount representing the Industrial Funding Fee.

Contractor should note that all Auto Adds approved by OGS are subject to a post audit by the Office of the State Comptroller. If approved, OGS staff will notify Contractor in writing.

2. REGULAR ADD:

“Regular Adds” are requests for:

- i) Any increase in the Total Hourly Rates for a job title not included in a NYSDOL Prevailing Wage Rate Schedule/GSA pricing schedule requires a Regular Add Update. These increases will only be permitted on or after the yearly anniversary of Contract Award by the Office of the State Comptroller.
- ii) The addition of new LOTS or Regions. To comply with this requirement, contract holders should review Pages) Current Contract Holders’ Regular Adds to expand Contract Award for the items required. These requests must be at the time of Periodic Recruitment See. Sec. 1.5.1 and Sec. VI.2).

All Contract Updates must be submitted to OGS for prior approval and must be accompanied by a justification of reasonableness of price. Regular Adds are subject to pre-audit by the Comptroller. If approved, OGS staff will notify Contractor in writing. All Auto and Regular shall be filed with OGS as outlined, and shall be effective only upon approval by either the Office of General Services (OGS) and/or the Office of the State Controller (OSC).

3. CONTRACTOR’S SUBMISSION OF CONTRACT UPDATES In connection with any Contract update, OGS reserves the right to:

- 1. request additional information
- 2. reject Contract updates
- 3. remove Products/services from Contracts
- 4. remove Products/services from Contract updates
- 5. request additional discounts for new or existing Products

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PROCUREMENT SERVICES GROUP**4. PRICE JUSTIFICATION - FORMAT**

Contractor is required to submit the Product and price information for the update in an unprotected Excel spreadsheet electronically either via e-mail or on CD to the OGS Purchasing Officer. The list must be dated and the format should be consistent with the format of the price list(s) included in the NYS Net Price List (Ref. (Page 52, Section III.20 and Page 59, Section V.5) of this Contract. The price list should separately include and identify (e.g., by use of separate worksheets or by using italics, bold and/or color fonts):

1. Price increases/decreases
2. Products / Services being added/deleted

OGS or the State Comptroller reserves the right to require a revised NYS Net Price List at any time during the Contract period, and it will be requested if there have been numerous updates since the last complete update. Each updated price list must include the date the price list was prepared.

5. **SUPPORTING DOCUMENTATION** Each update request must include the current U.S. commercial price list relevant to the Products included in the update. If the NYS Net Prices are based on a GSA Schedule or MSRP based price schedule, the current GSA Schedule/MSRP based price schedule must also be included with the update request. Requests for updates to Total Hourly Rates for Job Titles included in an NYSDOL Prevailing Wage Rate schedule must include the published rate schedules from the NYS Department of Labor. Requested price increases not based on an approved GSA-based pricing schedule, MSRP based price schedule, or NYS DOL Prevailing Wage Rate must also include a copy of the current National Consumer Price Index as described in the "Payments/Pricing" section of the Contract.

6. **COVER LETTERS** A Contract update must be accompanied by three (3) copies of the contract update format set forth in Appendix J. Contractor should briefly describe the nature and purpose of the update (e.g., update requested in order to reflect a recently approved GSA schedule, and/or for new Products or services which fall into a new group or category that did not exist at the time of approval of the Contract by the State Comptroller, etc.). Each of the three copies of the cover letters must contain original signatures by an individual authorized to sign on behalf of Contractor, and an original corporate acknowledgment (see below).

The Cover Letter must be signed by an individual given the authority to perform this action by the corporation's board of directors and the signature must be notarized using the language in Appendix I.

III.22 EMERGING TECHNOLOGIES

Under the Periodic Recruitment provisions of the RFP the State reserves the right to modify the terms of the RFP at any time to allow for technologies not identified elsewhere under this document. If a need is identified for an "emerging technology," and OGS feels it is warranted to contract for such technology, OGS reserves the right to include such technology hereunder or to issue a formal modification or amendment to the RFP or existing contract. The technology will have to have been in the commercial marketplace for a reasonable amount of time and have met with some degree of success among a substantial base of Issuing Entities to be considered by OGS for inclusion in existing or awarding of a new contract.

III.23 PROCUREMENT LOBBYING TERMINATION

OGS reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer/bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, OGS may exercise its termination right by providing written notification to the Offerer/bidder in accordance with the written notification terms of this contract.

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PROCUREMENT SERVICES GROUP**III.24 SUMMARY OF POLICIES AND PROHIBITIONS ON PROCUREMENT LOBBYING**

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between OGS and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website: <http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>

III.25 DIESEL EMISSION REDUCTION ACT OF 2007 (NEW REQUIREMENT OF LAW)

On February 12, 2007 the Diesel Emissions Reduction Act took effect as law (the "Law"). Pursuant to new §19-0323 of the N.Y. Environmental Conservation Law ("NYECL") it is now a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. They need to be operated exclusively on ULSD by February 12, 2007. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART

As a contract vendor the Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and public authorities. Thirty-three percent (33%) of affected vehicles must have BART by December 31, 2008, sixty-six percent (66%) by December 31, 2009 and one-hundred percent (100%) by December 31, 2010. The Law provides a list of exempted vehicles. Regulations currently being drafted will provide further guidance as to the effects of the Law on contract vendors using heavy duty diesel vehicles on behalf of the State. The Law also permits waivers of ULSD and BART under limited circumstances at the discretion of the Commissioner of Environmental Conservation. The Law will also require reporting from State agencies and from contract vendors in affected contracts.

Therefore, the bidder hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19-0323, to be used under this contract, will comply with the specifications and provisions of NYECL §19-0323, and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification and application for a waiver under this Law will be the responsibility of the bidder.

III.26 CONTRACTOR REQUIREMENTS AND PROCEDURES FOR EQUAL EMPLOYMENT AND BUSINESS PARTICIPATION OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND NEW YORK STATE CERTIFIED MINORITY/WOMEN-OWNED BUSINESSES

In accordance with Article 15-A of the New York State Executive Law (Participation by Minority Group Members and Women with Respect to State Contracts) and in conformance with the Regulations promulgated by the Minority and Women's Business Development Division of the New York State Department of Economic Development set forth at 5 NYCRR Parts 140-144, the Offerer/Contractor agrees to be bound by the following to promote equality of economic opportunities for minority group members and women, and the facilitation of minority and women-owned business enterprise participation on all covered OGS contracts.

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- a. Equal Employment Opportunity Requirements
By submission of a bid or proposal in response to this solicitation, the Offerer agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The contractor is required to ensure that the provisions of Appendix A clause 12 – Equal Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.
- b. Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses
Authorized Users are encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers on this contract for the provision of services and materials. To locate New York State Certified M/WBEs, the directory of Certified Businesses can be viewed at: http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp

Please also view Appendix G: ARTICLE 15-A

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IV USE OF CONTRACT BY STATE AGENCIES, POLITICAL**SUBDIVISIONS AND OTHERS AUTHORIZED BY LAW****IV.1 DETERMINATION OF CONTRACT USE**

The intent of this section is to acquaint prospective contractors with the procedures and methods that Authorized Users will follow in order to utilize the contracts. After contracts have been approved by the control Agencies (see Section V.5), the Authorized User will identify in which region the installation site is located.

It is the intention of the Office of General Services to issue a Contract Award Notification to State Agencies and participating political subdivisions and others authorized by law to use OGS contracts. The notice will include the terms and conditions of the contract(s) awarded. Additionally users will be instructed to seek better pricing where there are multiple contract(s) by employing a "Best and Final" strategy when soliciting price quotes.

IV.2 PARTICIPATION IN CENTRALIZED CONTRACTS**NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:**

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B clause 39. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www.ogs.state.ny.us). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

See Appendix E to review the Table of Authorized Users and to indicate agreement and acceptance to extending the contracts awarded hereunder to such entities.

IV.2.1 EXTENSION OF USE

Any contract resulting from this proposal solicitation may be extended to additional states or government jurisdictions upon mutual written agreement between New York State (the lead contract State) and the Contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extension.

IV.3 PROCUREMENT INSTRUCTIONS

Contracts will be awarded by the NYS Office of General Services. Once awarded a contract, each Contractor may respond to all invitations for Cost Quotes from Authorized Users. In doing so, it must examine the

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specifications and location of the proposed work and confirm the character, quality, and extent of the work to be performed and the conditions under which the contract will be performed.

The security contract is a multiple award contract and as such, Authorized Users should review the list of Contractors to identify eligible contractors and seek price quotes from contractors offering similar Security Systems and Solutions. NYS contract prices are "Not to Exceed" prices. As such Authorized Users should compare pricing and/or negotiate best pricing from contractors.

IV.3.1 REVISED PURCHASE ORDERS

If Contractor introduces a new or upgraded model of type of hardware ordered by Authorized User between the time the Purchase Order is issued and the hardware is to be delivered to the Authorized User, the Authorized User shall be given the option of modifying the order to request the new or upgraded model. Such new or upgraded model shall be made available pursuant to the addition/change and approval of the new or replacement Product under the contract.

The Authorized User may, prior to shipment of the equipment by Contractor, change its order to add Product or to substitute Product of increased or upgraded capabilities at the price set forth in the contract. The Authorized User shall be liable for the payment of the higher price, if any, for such Product, but shall not be liable for any additional charges as a result of having changed its order. Authorized Users must follow all applicable procurements guidelines that cover purchase order change notices.

IV.4 PAYMENTS

Payment for Products or services shall be the sole, individual responsibility of the Authorized User. Authorized Users may participate in accordance with the terms and conditions set forth herein, and may directly authorize payment by the issuance of a purchase order for ordered Products. The issuance of a purchase order shall reference the contract. Contractor shall bill each Authorized User in accordance with the then-applicable pricing set forth on the Contractor's quote, including adjustments. Each Authorized User shall make separate application for services and is responsible for payment for those services, subject to legislative appropriations, if applicable.

The State of New York Office of General Services is the lead agency in awarding this contract and assumes no liability for payment for any services rendered by Contractor under this contract, except as OGS may itself subscribe to use Contractor's services under this contract, in which case it shall be liable directly for such use, subject to legislative appropriations.

IV.4.1 METHOD OF PAYMENT

The Contractor will submit an invoice after Acceptance or, in the case of "drop-ship" Products, after the Authorized User receives all the Products listed on the Purchase Order. If the invoice is issued before either of these actions, it is the Authorized User's responsibility to write a letter to the Contractor stipulating the requirement for Acceptance or receipt of Product to occur prior to invoicing. This will stop the clock for the application of State Finance Law Article XI-A, item 15. After the receipt and/or Acceptance, all necessary Authorized User, OSC, etc. documents must be processed for payment of the invoice.

The voucher or invoice will contain the Contract ID number, the name of the Authorized User; the location where service was performed; and, either in its body or as an attachment will contain a copy of the report itemizing the Product received and/or the work completed during that time period.

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IV.4.2 ELECTRONIC CONTRACTOR BILLING AND PAYMENTS:

- a. Billings. Contractor and the dealers/distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billing invoices submitted to an Authorized User must contain all information required by the Contract and the State Comptroller or other appropriate fiscal officer. Submission of an invoice and payment thereof shall not preclude the Commissioner from requesting reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate.

Contractor shall provide, upon request of the Commissioner, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in the format requested by the Commissioner and in a media commercially available from the Contractor. The Commissioner may direct the Contractor to provide the information to the State Comptroller or to any Authorized User of the Contract.

- b. Payment of Contract purchases made by an Authorized User when the State Comptroller is responsible for issuing such payment. The Authorized User and Contractor agree that payments for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payments shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller website at www.osc.state.ny.us, by e-mail at epunit@osc.state.ny.us, or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.
- c. Payment of Contract purchases made by an Authorized User when the State Comptroller is not responsible for issuing such payment. The Authorized User and Contractor agree that payments for such Contract purchases shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User. Such payments shall be as mandated by the appropriate governing law from the receipt of a proper invoice. Such Authorized User and Contractor are strongly encouraged to establish electronic payments.

IV.5 NEW YORK STATE PROCUREMENT CARD

See "Procurement Card" in Appendix B, ITEM 26 OGS General Specifications. All bidders shall indicate if they will accept the NYS Purchasing Card for orders not to exceed \$15,000 (see Questionnaire Pages).

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SECTION V ADMINISTRATIVE**V.1 PROPOSALS**

All proposals will be received with the understanding that the acceptance in writing by OGS with the approval of the Attorney General and the Office of the State Comptroller will constitute a contract between the bidder and the State. All proposals and accompanying documentation will become the property of the State of New York and will not be returned. The successful bidder's proposal and a copy of the specification will be made part of the contract. Therefore, the proposal must be signed by an official authorized to commit the company to a contract.

Detailed information on content of proposals is found in Section II PROCUREMENT SPECIFIC REQUIREMENTS. The specific guidelines for the format are contained in Section VI PROPOSAL FORMAT AND CONTENT.

V.2 SUBMISSION OF SEALED PROPOSALS

Complete proposals must be packaged, sealed and submitted to OGS Procurement Services Group, Floor 38, Mayor Erastus Corning 2nd Tower, GNAR Empire State Plaza, Albany, New York, 12242. The date and time are shown on the cover of this RFP. A tabulation of proposals which will only list the name of the companies that submitted proposals is available for viewing from the Procurement Services Group between the hours of 9:00 am - 3:00 PM, which allows for the completion of viewing by 4:00. Please see the Procurement Services Group receptionist; Floor 38, Corning Tower, Empire State Plaza, Albany. For Freedom of Information Law inquiries, please refer to Appendix B, Item 15.

If **using a commercial delivery company** which requires that you use their shipping package or envelope, your proposal should be placed within a **second sealed package labeled** as detailed above. This will ensure that your proposal is not prematurely opened.

Proposals not received by the time and date shown in Section I.7 will not be opened. Bidders using commercial delivery companies are encouraged to ship early. If one of these companies is late delivering a bid, the bid will be considered late. **There will be no exceptions.**

For additional information, refer to Appendix B, Item 9.

IMPORTANT SECURITY PROCEDURES

Security procedures are in effect at the Empire State Plaza. These procedures govern both parking and admittance to buildings including the Corning Tower. Photo identification is required. These security procedures may change or be modified at any time. Vendors who intend to deliver bids or conduct business with the Procurement Services Group should allow extra time to comply with the security procedures.

Parking at the Empire State Plaza is limited. In addition, security procedures for the Corning Tower require all visitors to sign in at a registration desk located on the Concourse level. Consequently, if you intend to hand deliver a proposal to the Procurement Services Group, you must allow extra time to comply with the security procedures. Bids not received within the Procurement Services Group, or the OGS Mailroom, by the time and date shown on the front page of the RFP will be considered late and disqualified.

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PROCUREMENT SERVICES GROUP**V.3 NEW YORK STATE PROCUREMENT RIGHTS**

New York State reserves the right to:

- A. Utilize any and all ideas submitted in the proposals received.
- B. Negotiate with bidders responding to this RFP within the RFP requirements to serve the best interests of the State.
- C. Select and award the contract to other than the lowest Bidder in the event of other specified circumstances as detailed in the RFP requirements.
- D. Adjust any Bidder's expected costs based on a determination of OGS that the selection of the said Bidder will incur additional costs by the State.

V.4 LIABILITY FOR PROPOSAL PREPARATION EXPENSE

The State is not liable for any costs incurred by a bidder in the preparation and production of a proposal. Cost Quote, or for any work performed prior to the issuance of a contract or delivery order.

V.5 NOTIFICATION OF AWARD

The successful Bidders will be advised by OGS in writing. The contract will be submitted for approval to:

- Attorney General of the State of New York
- The Comptroller of the State of New York

Public announcements or news releases pertaining to a contract will not be made without prior permission of OGS.

V.5.1 BIDDER DEBRIEFING

Unsuccessful Bidders will be notified by letter. Unsuccessful Bidders can request a debriefing to discuss the RFP and their proposal.

V.6 NYS NET PRICE SHEETS/CATALOGS

It is **mandatory** that bidders complete a NYS Net Price Sheet for each LOT bid. The following describes what items are to be included in the NYS Net Price Sheets for LOTS 1, 2, and 3.

To develop a NYS Net Price List, the following columns **are required**:

1. Product Number (Bidders must use the Manufacturer's Product/Model Number)
2. Product Description (bidders must to use the Manufacturer's Catalog Description)
3. Unit of Measurement (Bidders must the Manufacturer's Description (i.e. foot, pounds, quantity, etc.)
4. Discount Category (if applicable)
5. List Price/MSRP column - Indicates the cost of each item from the manufacturer's price list,
6. Percentage Discount Column - Indicates the % discount offered
7. NYS Net Price Column - Indicates NYS Net price.

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Bidders submitting proposals **must** submit their (or their manufacturer's) officially-published catalog with Suggested Retail Price **in addition** in addition to their NYS Net Pricing Pages. If the catalog is comprised of multiple categories or manufacturers, the officially published catalog shall reference the various manufacturer's suggested retail prices (MSRP) for all items contained in the catalog.

The required catalogs should be submitted in soft copy, on archival CD or Flashdrive. All electronic documents must be unprotected.

NOTE: The pricing pages from each Manufacturer used to develop your NYS Net Pricing Pages are considered "Catalogs."

Bidders bidding LOTS 2, 3, 4, and 5 **are required** to submit NYS Net Pricing Pages listing the job titles and Total Hourly Rates.

If job titles proposed by a bidder appear on a Prevailing Wage Rate Schedule, the bidder shall include the Prevailing Wage Rate(s), Supplemental Benefit(s), Percentage Markup(s), and Total Hourly Rate(s) in addition to the Job Title in their NYS Net Pricing pages.

If the job titles do not appear on a Prevailing Wage Rate Schedule, the bidder only needs to indicate the Job Titles and the Total Hourly Rate(s) in their NYS Net Pricing Pages.

Bidders **are required** to submit two electronic copies of their NYS Net Pricing Pages. All electronic pricing files should be submitted as **Unprotected Excel Files**.

ALL costs must be identified. For instances where a cost is dependent on various components, bidders must list the cost for all components known at the time of the bid response.

NO Individual Case Basis (ICB), Call for Quote, To Be Determined (TBD), consult Factory, etc. will be accepted. All component products/services pricing/rates must be provided at the time of the bid opening. These should be "not to exceed rates" if actual prices will be determined at time of sale.

Failure to meet the mandatory requirements above may be cause to disqualify a Bidder's bid for this LOT.

Bidders should use the Spreadsheets OGS issued on July 21, 2010 which include all required tables and columns to develop their NYS Net Pricing Pages.

V.7 ELECTRONIC BID OPENING RESULTS

The Procurement Services Group (PSG) is piloting a project to post bids received on the OGS/PSG web page. Previously only available through Freedom of Information, such information is anticipated to be available online within two business days after the bid opening.

The Bid Opening Results Page is available at: <http://www.ogs.state.ny.us/purchase/bidresults/bidresults.asp>

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SECTION VI: PROPOSAL FORMAT AND CONTENT

ATTENTION: BIDDERS SUBMITTING PROPOSALS IN RESPONSE TO RFP 20191 (Issued 8/27/2010) ARE ADVISED THAT ALL BID SUBMISSIONS WILL UNDERGO A REVIEW FOR COMPLETENESS. THIS WILL BE A PASS OR FAIL REVIEW. IN ORDER FOR BIDS TO BE EVALUATED THEY MUST BE 100% COMPLETE. ALL REQUIRED INFORMATION, FORMS, SIGNATURES ETC. MUST BE INCLUDED.

Bidders are required to supply ONE (1) THREE-RING LOOSELEAF BINDER WITH ALL DOCUMENTS REQUIRING ORIGINAL SIGNATURES AND TWO (2) BIDS IN SOFTCOPY (ON CD) and include as part of the bid all items listed in the Bid Table of Contents and Checklist using the Bid Table of Contents and Checklist as their TABLE OF CONTENTS for their bid submission. The bidder needs to provide:

- a) Three (3) original hardcopies of the Proposal Form Signature Page (and electronic copies of these documents)
- b) Two (2) original hardcopies of all other documents that require signatures and/or seals/stamps (and electronic copies of these documents)
- c) It is not necessary to provide a hardcopy of the Vendor Responsibility Questionnaire if the Bidder utilizes the OSC VendRep System.
- d) All other documents should be provided electronically only
- e) All electronic copies need to be on either Archival CDs or Flashdrive.
- f) Bidders should retain a copy of all information forwarded to OGS.

All signatures must be original black or blue ink and all seal/stamps must be original. The two originals of each signed and/or sealed/stamped documents should be grouped together in the one original hardcopy bid in the three-ring loose-leaf binder.

Bids are to be submitted in three-ring binders with each item listed below as a separate section marked with index tabs as section dividers (see Bidders Proposal Table of Contents and Checklist). The outside covers AND the spine of the binder should include the Group Number, RFP Number, the Title of the RFP (Security Systems and Solutions) the Bid Submission date and time, and the Bidder's Name.

FAILURE TO FOLLOW THE STRUCTURE IDENTIFIED IN THE BID TABLE OF CONTENTS AND CHECKLIST MAY CAUSE A BID TO BE DISQUALIFIED.

If the Bidder has any questions regarding what is required for the bid submission, please call the person listed on the cover of this Request for Proposal. Electronic mail and facsimile proposals will not be accepted.

FAILURE TO SUBMIT ANY OF THE FOLLOWING INFORMATION IN THE REQUIRED FORMAT MAY BE CAUSE FOR REJECTION OF THE BID. PSG RESERVES THE RIGHT TO SUBMIT CLARIFICATION QUESTIONS TO BIDDERS TO ADDRESS OR CORRECT INCOMPLETE PROPOSAL ITEMS IF PSG DEEMS THE ITEMS TO BE NON-SUBSTANTIVE.

Bidders Proposal Table of Contents

1. Bid Documents

Bidders are required to submit the following with their proposal:

- a. Signature Page (Page 1, Front Cover of RFP)
- b. Agreement Form Page 66, Section VI Proposal Format and Content)
- c. Proposal Form, Signature Page (Pages 104 and 105, Appendix C)
- d. Notarized Corporate Acknowledgement Form (Page 107, Appendix C)
- e. All issued Addenda (e.g. Addendum # 1, Addendum # 2, etc.) (Page 108, Appendix and Section II.1)
- f. Acceptance Form of Terms and Conditions (Pages 109 and 110, Appendix C)
- g. Questionnaire Form (Page 113-119, Appendix C)
- h. Emergency Contact Form (Page 127, Appendix C)
- i. NYS Vendor Responsibility Questionnaire (Pages 72, Appendix 1)
- j. NYS Dept. of Tax. and Finance Contractor Cert. Form (Page 72, Appendix 2)
- k. Manufacturer/Distributor's Guarantee(s) (LOTS 2 and 3 only) (Page 131, 133, 135, Appendix D, 1-3 as applicable)
- l. Manufacturer's Certificate(s) (LOTS 1, 2, and 3) (Page 137, Appendix D-4)
- m. Authorized Users Tables (Pages 139 and 140, Appendix E)

2. Extraneous Terms (if applicable)

Extraneous Terms This section should contain any exceptions to the terms and conditions listed herein, (see item 13, EXTRANEIOUS TERMS in APPENDIX B and Page 40, Section III.13). If applicable, Bidder must submit one set with the proposal. Material changes to terms and conditions may be basis for rejecting a proposal as non-responsive.

3. Financial Security

Bidders must submit the following with their proposal:

- a. D&B Comprehensive Insight Plus Report/Comprehensive Report (Reference Pages 22, Section I.8)

Bidder must submit with the proposal a copy of the Dun & Bradstreet (D&B)

Comprehensive Insight Plus Report™/Comprehensive Report™ on the Bidders organization. The report must be dated no more than 6 months prior to the bid opening date.

- b. Proof of Sales (Page 10, Section I.3, items 1 and 2)

The Bidder must submit one proof of sales as applicable.

4. Qualification of Bidders

Bidders must submit the following with their proposal:

- a. Proof of Ability

Bidders must submit written statements with their proposal describing how they:

- i. Maintained an organization in continuous operation for at least the past three (3) Years (Page 10, Section I.3, item 3)

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- ii. Possess adequate plant, financial resources, and organization as herein specified to perform type, magnitude and quality of work specified (Page 10, Section I.3, item 3)
 - iii. Main Contact Person (Page 10, Section I.3, item 4)
- b. Qualifications
Bidders must submit with their proposal:
- i. Proof to Conduct Business in NYS Certificate or verifiable proof to conduct business in NYS (Page 10, Section I.3, item 5).
 - ii. Insurance Commitment Letter (LOTS 2, 3, 4, and 5) (Page 144, Appendix G and Sec. III.16)
 - iii. Product Industry Certifications Spreadsheet listing all applicable Industry-wide certifications for products offered (LOTS 1, 2, and 3) (Reference (Page 11, Section I.3, item 6).
 - iv. Technical Compliance Certification Form, completed and signed (LOTS 1, 2, and 3) (Page 142, Appendix F)
 - v. Technicians' Certifications Spreadsheet listing all applicable licenses and systems technicians' certifications for employees performing installation, systems integration, and maintenance (For LOTS 2, 3, 4, and 5) (Reference Page 11, Section I.3, item 7 and Page 13, Sec. 1.3.1).
- c. Maintenance Forms (For LOTS 2 and 3 Only)
Bidders who bid Lots 2 and 3 must submit with their proposal:
- i. Maintenance Center Information Form (Page 122, Appendix C)
 - ii. Remedial Maintenance Response Certification Forms (Page 123, 124, and 125 Appendix C)
 - iii. Preventive Maintenance Descriptions (Page 33, Sec. II.9.3)

5. New York State Net Price/Product Listing

The Bidder must submit the following for each LOT unless otherwise indicated:

- a. Lot 1/Lot 2/Lot 3 PERCENT DISCOUNT SUMMARY PAGE (FOR LOTS 1, 2, and 3) NYS (Page 113, Appendix C)
- b. Description of Job Titles, Job Duties, and Advanced Training Courses (For Lots 2,, 3, 4, and 5) (Pages 61, Sec. V.6)
- c. Manufacturer's Officially Published Catalog (With MSRP Or Commercially-Based List Price) (LOTS 1, 2, and 3 ONLY) (Page 60, Section V.6)
- d. NYS Net Price Sheets (use **UNPROTECTED** Excel for softcopies on Archival CDs/Flashdrives) (Page 60, Section V.6)
- e. Reasonableness of Prices Submission (Page 20, Section I.4 and Page 114, Appendix C)

FAILURE TO SUBMIT ANY OF THE ABOVE INFORMATION IN THE REQUIRED FORMAT MAY BE CAUSE FOR REJECTION OF THE PROPOSAL.

AGREEMENT FORM

Acknowledged, Agreed, and Accepted

IN SIGNING, BIDDER INDICATES THAT IT HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS AND CONDITIONS CONTAINED IN THIS RFP. BIDDER FURTHER ACKNOWLEDGES, AGREES, AND ACCEPTS THAT ALL BID SUBMISSIONS WILL UNDERGO A REVIEW FOR COMPLETENESS. THIS WILL BE A PASS OR FAIL REVIEW. IN ORDER FOR BIDS TO BE EVALUATED THEY MUST BE 100% COMPLETE. ALL REQUIRED INFORMATION, FORMS, SIGNATURES ETC. MUST BE INCLUDED.

By _____ Bidder: _____ Representative _____
_____ Date _____ Title _____

NOTARY:

Sworn to before me this _____
day of _____ 20 ____.

Notary Public: _____
Registration No: _____
State: _____

Bidder Proposal Checklist

RFP Number: _____ Bid Date: _____

Bidder Name: _____

Reviewer(s): _____

Note 1: The Bidder Proposal Checklist is provided to assist the Bidders in preparing their bid submissions. PSG reserves the right to request any additional information required to evaluate the bids submitted.

Note 2: Appendix 1, 2, C, D, E, and F, G, and I provide detailed descriptions of the items required for the bid submittal. OGS Has also included hyperlinks to the specific sections below and the corresponding detailed descriptions for each of the following items:

Note 3: Bidders **are required** to supply **ONE (1) ORIGINAL BID IN HARDCOPY IN A THREE-RING LOOSELEAF BINDER AND TWO (2) BIDS IN SOFTCOPY (ON CD)** and include as part of the bid all items listed in the Bid Table of Contents and Checklist using the Bid Table of Contents and Checklist as their TABLE OF CONTENTS for their bid submission. The bidder needs to provide

- a) Three (3) original hardcopies of the Proposal Form Signature Page (and electronic copies of these documents)
- b) Two (2) original hardcopies of all other documents that require signatures and/or seals/stamps (and electronic copies of these documents). Please see below Sections One and Four which are identified.
- c) It is not necessary to provide a hardcopy of the Vendor Responsibility Questionnaire if the Bidder utilizes the OSC VendRep System.
- d) All other documents should be provided electronically only
- e) All electronic copies need to be on either Archival CDs or Flashdrive.
- f) Bidders should retain a copy of all information forwarded to OGS.

Note 4: All signatures must be original black or blue ink and all seal/stamps must be original. The two originals of each signed and/or sealed/stamped documents may be grouped together in the one original hardcopy bid in the three-ring loose-leaf binder.

1. Bid Documents

Bidders are required to submit the following with their proposal:

- a. Signature Page (Page 1, Front Cover of RFP) Yes No
- b. Agreement Form (Page 66, Section VI Proposal Format and Content) Yes No
- c. Proposal Form, Signature Page (Pages 104 and 105, Appendix C) Yes No
- d. Notarized Corporate Acknowledgement Form (Page 107, Appendix C) Yes No
- e. All issued Addenda (e.g. Addendum # 1, Addendum # 2, etc.) (Page 108, Appendix C and Sec. II.1) Yes No
- f. Acceptance Form of Terms and Conditions (Pages 109 and 110, Appendix C) Yes No
- g. Questionnaire Form (Page 113-119, Appendix C) Yes No
- h. Emergency Contact Form (Page 127, Appendix C) Yes No
- i. NYS Vendor Responsibility Questionnaire (Pages 72, Appendix 1) Yes No
- j. NYS Dept. of Tax. and Finance Contractor Cert. Form (Pages 72, Appendix 2) Yes No
- k. Manufacturer's/Distributor's Guarantee(s) (LOTS 2 and 3 only) (Page 131, 133, and/or 135 App. D 1-3) Yes No N/A
- l. Manufacturer's Certificate(s) (LOTS 1, 2, and 3 only) (Page 137, Appendix D) Yes No N/A
- m. Authorized Users Tables (Pages 139 and 140, Appendix E) Yes No

2. Extraneous Terms

Extraneous Terms This section should contain any exceptions to the terms and conditions listed herein, (see item 13, EXTRANEIOUS TERMS in APPENDIX B and Page 40, Section III.13). If applicable, Bidder must submit one set with the proposal. Material changes to terms and conditions may be basis for rejecting a proposal as non-responsive.

Yes No N/A

3. Financial Security

- a. D&B Comprehensive Insight Plus Report/Comprehensive Report (Pages 22, Sec. I.8)
Bidder must submit with the proposal a copy of the Dun & Bradstreet (D&B) **Comprehensive Insight Plus Report™/Comprehensive Report™** on the Bidders organization. The report must be dated no more than 6 months prior to the bid opening date. Yes No
- b. Proof of Sales (Page 10, Sec. I.3, items 1 and 2)
The Bidder must submit one proof of sales as applicable. Yes No

4. Qualification of Bidders

- a. Proof of Ability
Bidders must submit written statements with their proposal describing how they:
 - i. Maintained an organization in continuous operation for at least the past three (3) Years (Page 10, Sec. I.3, item 3) Yes No
 - ii. Possess adequate plant, financial resources, and organization as herein specified to perform type, magnitude and quality of work specified (Page 10, Section I.3, Item 3) Yes No
 - iii. Main Contact Person (Page 10, Sec. I.3, item 4) Yes No
- b. Qualifications
 - i. Proof to Conduct Business in NYS (Page 10, Sec. I.3, item 5) Yes No
 - ii. Insurance Commitment Letter (Page 144, Appendix G, and Sec. III.16)
 - LOT 2 Yes No
 - LOT 3 Yes No
 - LOT 4 Yes No
 - LOT 5 Yes No
 - iii. Product Industry Certifications Spreadsheet (Page 11, Sec. I.3, item 6)
 - LOT 1 Yes No N/A
 - LOT 2 Yes No N/A
 - LOT 3 Yes No N/A
 - iv. Technical Compliance Certification Form (LOTS 1, 2, and 3) (Page 142, Appendix F)
 - LOT 1 Yes No
 - LOT 2 Yes No
 - LOT 3 Yes No
 - v. Technicians' Certifications Spreadsheet (Page 11, Sec. I.3, item 7 and Sec. I.3.1)
 - LOT 2 Yes No
 - LOT 3 Yes No
 - LOT 4 Yes No
 - LOT 5 Yes No
- c. Maintenance
Bidders who bid Lots 2 and 3 must submit with their proposal:
 - i. Maintenance Center Information Form (Page 122, Appendix C (Part I))
 - LOT 2 Yes No
 - LOT 3 Yes No
 - ii. Remedial Maintenance Response Certification Forms (Pages 123, 124, and 125 Appendix C (Part I))
 - LOT 2 Yes No
 - LOT 3 Yes No
 - iii. Preventive Maintenance Descriptions (Page 33, Sec. II.9.3)
 - LOT 2 Yes No N/A
 - LOT 3 Yes No N/A

Section V. Appendix C (Part II) Cost Proposal Pricing Pages, New York State Net Price/Product Listing

The Bidder must submit the following for each LOT unless otherwise indicated:
(Check applicable boxes for LOTS bid)

- a. Lot 1/Lot 2/Lot 3 PERCENT DISCOUNT SUMMARY PAGE (Pages 113, App. C)
 - LOT 1 Yes No
 - LOT 2 Yes No
 - LOT 3 Yes No
- b. Description of Job Titles, Job Duties, and Advanced Training Courses (Page 60, Sec. V.6)
 - LOT 2 Yes No
 - LOT 3 Yes No
 - LOT 4 Yes No
 - LOT 5 Yes No
- c. Manufacturer's Officially Published Catalog (with MSRP or Commercially-Based List Price) (Page 60, Sec. V.6)

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- LOT 1 Yes No
- LOT 2 Yes No
- LOT 3 Yes No
- d. NYS Net Price Sheets (use **UNPROTECTED** Excel for softcopies on archival CD's or Flashdrives for all Lots Bid
(Page 60, Section V.6))
 - LOT 1 Yes No
 - LOT 2 Yes No
 - LOT 3 Yes No
 - LOT 4 Yes No
 - LOT 5 Yes No
- e. Reasonableness of Prices (Page 20, Sec. I.4 and Page 114, App. C (Part I))
 - LOT 1 Yes No
 - LOT 2 Yes No
 - LOT 3 Yes No
 - LOT 4 Yes No
 - LOT 5 Yes No

PLEASE NOTE:

For the above referenced items where the bidder can check "N/A" – "Not Applicable" (e.g. Preventative Maintenance), by checking this box, the bidder is indicating that at this time, its offering does not require this information. The bidder is still agreeing that for any future offerings/updates that require the applicable response (e.g. a new product line requires a Mfr.'s Guarantee/Certificate), that it will comply with this requirement.

CURRENT CONTRACT HOLDERS TABLE OF CONTENTS

NOTE: In accordance with Section III.21 of RFP 20191, and Appendix I, Bidders currently awarded contracts under a previous release of RFP 20191 are eligible to submit Regular Add Update requests to change their award from Regional to Statewide or add to Lots not previously awarded.

- a) Three (3) original hardcopies of the Current Contract Holder's Proposal Form Signature Page and Contract Update Request Form (and electronic copies of these documents)
- b) Two (2) original hardcopies of all other documents that require signatures and/or seals/stamps (and electronic copies of these documents)
- c) It is not necessary to provide a hardcopy of the Vendor Responsibility Questionnaire if the Current Contract Holder utilizes the OSC VendRep System.
- d) All other documents should be provided electronically only
- e) All electronic copies need to be on either Archival CDs or Flashdrive.
- f) Current Contract Holders should retain a copy of all information forwarded to OGS.

All current contract holders requesting to submit Regular Adds to update their awards to include New LOTS/Regions must provide the following:

- A. Contract Update Request Forms (Page 152, Appendix I)
- B. NYS Vendor Responsibility Questionnaire (Page 72, Appendix 1)
- C. NYS Dept. of Tax. and Finance Contractor Cert. Form ((Page 72, Appendix 2)
- D. Current Contract Holder Proposal Form (Pages 101 and 102, Appendix C)
- E. All issued Addenda (e.g. Addendum # 1, Addendum # 2, etc.) (Page 109, Appendix C and Section II.1)
- F. Cover Letter on Current Contract Holder's Official Corporate Letterhead

Additionally, Current Contract Holders will need to provide the following information based on its Regular Add Update request:

Note: Bidders should retain a copy of all information forwarded to OGS.

1. Current contract holders who were only awarded Lot: 1, and who wish to update their contract to include labor (by adding LOTS 2, 3, 4, and/or 5) need to provide the following:
 - A. NYS Net Price Sheets for Total Hourly Rates (use **UNPROTECTED** Excel for softcopies on CD's) (Page 60, Section V.6)
 - B. Description of Job Titles, Job Duties, and Advanced Training Courses (Page 60, Sec. V.6)
 - C. Reasonableness of Prices (Page 20, Section I.4 and Page 114, Appendix C) for Total Hourly Rate not included in an NYSDOL Prevailing Wage Rate Schedule,
 - D. Insurance Commitment Letter (Page 144, Appendix G)
 - E. If required by Law, an NYS Fire Alarm Security Systems Installer License (Page 12, Sec. I.3.1)
 - F. Technicians' Certification Spreadsheet listing the name(s), title(s), year(s) of experience, all applicable licenses, and all applicable systems technicians' certifications for employees performing installation, systems integration, and maintenance (Reference Page 11, Section I.3, item 7 and Sec. I.3.1)
 - H. For adding Lots 2 and/or 3, Maintenance Forms:
 - i. Maintenance Center Information Form (Page 122, Appendix C)
 - ii. Remedial Maintenance Response Certification Forms (Pages 123, 124, and 125 Appendix C)
 - iii. Preventive Maintenance Descriptions (Page 31, Sec. II.9.3)

2. Current contract holders awarded LOTS 4 or 5 (no products) and wishing to add products and/or maintenance labor to their awards (Lots 1, 2, and/or 3) need to provide the following:
 - A. NYS Net Price Sheets for Products/New Labor Rates (use UNPROTECTED Excel for softcopies on CD's) (Page 60, Section V.6)
 - B. Manufacturer's Officially Published Catalog with List Price/MSRP (Page 60, Section V.6)
 - C. Reasonableness of Prices (Page 20, Section I.4 and Page 114 Appendix C)
 - D. For adding Job Titles to Lots 2 and 3, Description of Job Titles, Job Duties, and Advanced Training Courses (Page 60, Sec. V.6)
 - E. Technicians' Certification Spreadsheet listing the name(s), title(s), year(s) of experience, all applicable licenses, and all applicable systems technicians' certifications for employees performing installation, systems integration, and maintenance (Reference Page 11, Section I.3, item 7 and Sec. I.3.1)
 - F. Technical Compliance Certification Form (LOTS 1, 2, and 3) (Page 142, Appendix F)
 - G. Product Certification Spreadsheet (Page 11, Sec. I.3, item 6)
 - H. Manufacturer's Certificate(s) (Page 137, Appendix D-4)
 - I. Manufacturer's/Distributor's Guarantee(s) (For Lots 2 and 3 only, Page 131, 133, and 135 Appendix D-1, 2, 3)
 - J. For adding Lots 2 and/or 3, Maintenance Forms:
 - i. Maintenance Center Information Form (Page 122, Appendix C (Part I))
 - ii. Remedial Maintenance Response Certification Forms (Page 123, 124, and 125 Appendix C (Part I))
 - iii. Preventive Maintenance Descriptions (Page 33, Sec. II.9.3)
3. Current contract holders who are requesting to add additional regions to their contract awards (but not new LOTS) need to provide the following:
 - A. NYS Net Price Sheets for Total Hourly Rates (use UNPROTECTED Excel for softcopies on CD's) (Page 60, Section V.6)
 - B. Reasonableness of Prices (Page 20, Section I.4 and Page 114, Appendix C) Total Hourly Rate not included in an NYSDOL Prevailing Wage Rate Schedule,
 - C. For adding Regions and new Job Titles to contracts awarded for Lots 2-5, Description of Job Titles, Job Duties, and Advanced Training Courses (Page 60, Sec. V.6)
 - D. For adding Regions and new Job Titles to contracts awarded for Lots 2-5, Technicians' Certification Spreadsheet listing the name(s), title(s), year(s) of experience, all applicable licenses, and all applicable systems technicians' certifications for employees performing installation, systems integration, and maintenance (Reference Page 11, Section I.3, item 7 and Sec. I.3.1)
 - E. For adding Regions to contracts awarded for Lots 2 and/or 3, Maintenance Forms:
 - i. Maintenance Center Information Form (Page 122, Appendix C)
 - ii. Remedial Maintenance Response Certification Forms (Page 123, 124, and 125 Appendix C)
 - iii. Preventive Maintenance Descriptions (Page 33, Sec. II.9.3)

APPENDIX 1: VENDOR RESPONSIBILITY QUESTIONNAIRE:

OGS recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller's (OSC) website, http://www.osc.state.ny.us/vendrep/vendor_index.htm or to enroll, go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

For any "Yes" answers requiring additional explanation, please include the following:

- i) How the situation occurred,
- ii) What is being done or has been done to correct it, and
- iii) What is or has been done to prevent any future reoccurrence of the issue?

APPENDIX 2: ST-220 TAX CERTIFICATION FORM

Using the following link, bidders **are required** to complete, sign, notarize and include with their proposal two (2) original ST-220 CA forms.

Contractor Certification to Covered Agency

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-CA (6/06)

http://www.tax.state.ny.us/pdf/2006/fillin/st/st220ca_606_fill_in.pdf

Contractor Certification

(Pursuant to Section 5-a of the Tax Law, as amended,
effective April 26, 2006)

ST-220-TD

Using the following link, Bidders **are required** to complete, sign, notarize the ST-220-TD form and submit this to the NYS Department of Taxation and Finance (this form should not be in the bid proposal submitted to OGS).

http://www.tax.state.ny.us/pdf/2007/fillin/st/st220td_507_fill_in.pdf

**APPENDIX A: STANDARD CLAUSES FOR NEW YORK STATE
CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

TABLE OF CONTENTS

1. Executory Clause
2. Non-Assignment Clause
3. Comptroller's Approval
4. Workers' Compensation Benefits
5. Non-Discrimination Requirements
6. Wage and Hours Provisions
7. Non-Collusive Bidding Certification
8. International Boycott Prohibition
9. Set-Off Rights
10. Records
11. Identifying Information and Privacy Notification
12. Equal Employment Opportunities For Minorities and Women
13. Conflicting Terms
14. Governing Law
15. Late Payment
16. No Arbitration
17. Service of Process
18. Prohibition on Purchase of Tropical Hardwoods
19. MacBride Fair Employment Principles
20. Omnibus Procurement Act of 1992
21. Reciprocity and Sanctions Provisions
22. Purchases of Apparel

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PROCUREMENT SERVICES GROUP**STANDARD CLAUSES FOR NYS CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State

citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any

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other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or

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undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. 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 women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

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

NYS Department of Economic Development

Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) 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; and
- (d) The Contractor acknowledges notice that the 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.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

APPENDIX B: GENERAL SPECIFICATIONS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE

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1. **APPLICABILITY** The terms and conditions set forth in this Appendix B are expressly incorporated in and applicable to the resulting procurement contracts let by the Office of General Services Procurement Services Group, or let by any other Authorized User where incorporated by reference in its Bid Documents. Captions are intended as descriptive and are not intended to limit or otherwise restrict the terms and conditions set forth herein.

2. **GOVERNING LAW** This procurement, the resulting contract and any purchase orders issued hereunder shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise, and actions or proceedings arising from the contract shall be heard in a court of competent jurisdiction in the State of New York.

3. **ETHICS COMPLIANCE** All Bidders/Contractors and their employees must comply with the requirements of Sections 73 and 74 of the Public Officers Law, other State codes, rules, regulations and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the Bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

4. **CONFLICT OF TERMS** Unless otherwise set forth in the procurement or contract documents, conflicts among documents shall be resolved in the following order of precedence:

- a. Appendix A (Standard Clauses for NYS Contracts)
- b. Mini-Bid Project Definition if applicable and in accordance with the terms and conditions of the Back-Drop Contract.
- c. Contract and other writing(s) setting forth the final agreements, clarifications and terms between the Bid Documents and Contractor's Bid. In the latter circumstance, clarifications must specifically note in writing what was offered by the Contractor and what was accepted by the State. If not, such clarifications shall be considered last in the order of precedence under this paragraph.
- d. Bid Documents (Other than Appendix A).
 - i. Bid Specifications prepared by the Authorized User.
 - ii. Appendix B (General Specifications).
 - iii. Incorporated Contract Appendices, if any, following the order of precedence as stated for Contract above.
- e. Contractor's Bid or Mini-Bid Proposal.
- f. Unincorporated Appendices (if any).

5. **DEFINITIONS** Terms used in this Appendix B shall have the following meanings:

AFFILIATE Any individual or other legal entity, (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) that effectively controls another company in which (a) the Bidder owns more than 50% of the ownership; or (b) any individual or other legal entity which owns more than 50% of the ownership of the Bidder. In addition, if a Bidder owns less than 50% of the ownership of another legal entity, but directs or has the right to direct such entity's daily operations, that entity will be an Affiliate.

AGENCY OR AGENCIES The State of New York, acting by or through one or more departments, boards, commissions, offices or institutions of the State of New York.

ATTORNEY GENERAL Attorney General of the State of New York.

AUTHORIZED USER(S) Agencies, or any other entity authorized by the laws of the State of New York to participate in NYS centralized contracts (including but not limited to political subdivisions, public authorities, public benefit corporations and certain other entities set forth in law), or the State of New York acting on behalf of one or more such Agencies or other entities, provided that each such Agency or other entity shall be held solely responsible for liabilities or payments due as a result of its participation.

BID OR BID PROPOSAL An offer or proposal submitted by a Bidder to furnish a described product or a solution, perform services or means of achieving a practical end, at a stated price for the stated Contract term. As required by the Bid Documents, the Bid or proposal may be subject to modification through the solicitation by the Agency of best and final offers during the evaluation process prior to recommendation for award of the Contract.

BIDDER/OFFERER Any individual or other legal entity (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) which submits a Bid in response to a Bid Solicitation. The term Bidder shall also include the term "offeror." In the case of negotiated Contracts, "Bidder" shall refer to the "Contractor."

BID DOCUMENTS Writings by the State setting forth the scope, terms, conditions and technical specifications for a procurement of Product. Such writings typically include, but are not limited to: Invitation for Bids (IFB), Request for Quotation (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions which are incorporated by reference, including but not limited to, Appendix A (Standard Clauses for NYS Contracts), Appendix B, (General Specifications). Where these General Specifications are incorporated in negotiated Contracts that have not been competitively Bid, the term "Bid Documents" shall be deemed to refer to the terms and conditions set forth in the negotiated Contract and associated documentation.

BID SPECIFICATION A written description drafted by the Authorized User setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a commodity or construction item, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed Contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work. Where these General Specifications are incorporated in negotiated Contracts that have not been competitively Bid, the term "Bid Specifications" shall be deemed to refer to the terms and conditions set forth in the negotiated Contract and associated documentation.

COMMISSIONER Commissioner of OGS, or in the case of Bid Specifications issued by an Authorized User, the head of such Authorized User or their authorized representative.

COMPTROLLER Comptroller of the State of New York.

CONTRACT The writing(s) which contain the agreement of the Commissioner and the Bidder/Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law, and which most typically include the following classifications of public procurements:

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a. Agency Specific Contracts Contracts where the specifications for a Product or a particular scope of work are described and defined to meet the needs of one or more Authorized User(s).

b. Centralized Contracts Single or multiple award Contracts where the specifications for a Product or general scope of work are described and defined by the Office of General Services to meet the needs of Authorized Users. Centralized Contracts may be awarded through multiple awards or through adoption of another jurisdiction's contract or on a sole source, single source, emergency or competitive basis. Once established, procurements may be made from the selected Contractor(s) without further competition or Mini-Bid unless otherwise required by the Bid Specifications or Contract Award Notification.

c. Back-Drop Contracts Multiple award Centralized Contracts where the Office of General Services defines the specifications for a Product or general scope of work to meet the needs of Authorized Users. Bids may be submitted either at a date and time certain or may be accepted on a continuous or periodic recruitment basis, as set forth in the Bid Specifications. Selection of a Contractor(s) from among Back-Drop contract holders for an actual Product, project or particular scope of work may subsequently be made on a single or sole source basis, or on the basis of a Mini-Bid among qualified Back-Drop contract holders, or such other method as set forth in the Bid Document.

d. Piggyback Contract A Contract let by any department, agency or instrumentality of the United States government, or any department, agency, office, political subdivision or instrumentality of any state or state(s) which is adopted and extended for use by the OGS Commissioner in accordance with the requirements of the State Finance Law.

e. Contract Letter A letter to the successful Bidder(s) indicating acceptance of its Bid in response to a solicitation. Unless otherwise specified, the issuance of a Letter of Acceptance forms a Contract but is not an order for Product, and Contractor should not take any action with respect to actual Contract deliveries except on the basis of Purchase Orders sent from Authorized User(s).

CONTRACT AWARD NOTIFICATION An announcement to Authorized Users that a Contract has been established.

CONTRACTOR Any successful Bidder(s) to whom a Contract has been awarded by the Commissioner.

DOCUMENTATION The complete set of manuals (e.g., user, installation, instruction or diagnostic manuals) in either hard or electronic copy, which are necessary to enable an Authorized User to properly test, install, operate and enjoy full use of the Product.

EMERGENCY An urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk.

ENTERPRISE The total business operations in the United States of Authorized User (s) without regard to geographic location where such operations are performed or the entity actually performing such operations on behalf of Authorized User.

ENTERPRISE LICENSE A license grant of unlimited rights to deploy, access, use and execute Product anywhere within the Enterprise up to the maximum capacity stated on the Purchase Order or in the Contract.

ERROR CORRECTIONS Machine executable software code furnished by Contractor which corrects the Product so as to conform to the applicable warranties, performance standards and/or obligations of the Contractor.

GROUP A classification of Product, services or technology which is designated by OGS.

INVITATION FOR BIDS (IFB) A type of Bid Document which is most typically used where requirements can be stated and award will be made based on lowest price to the responsive and responsible Bidder(s).

LICENSED SOFTWARE Software transferred upon the terms and conditions set forth in the Contract. "Licensed Software" includes error corrections, upgrades, enhancements or new releases, and any deliverables due under a maintenance or service contract (e.g., patches, fixes, PTFs, programs, code or data conversion, or custom programming).

LICENSEE One or more Authorized Users who acquire Product from Contractor by issuing a Purchase Order in accordance with the terms and conditions of the Contract; provided that, for purposes of compliance with an individual license, the term "Licensee" shall be deemed to refer separately to the individual Authorized User(s) who took receipt of and who is executing the Product, and who shall be solely responsible for performance and liabilities incurred. In the case of acquisitions by State Agencies, the Licensee shall be the State of New York.

LICENSE EFFECTIVE DATE The date Product is delivered to an Authorized User. Where a License involves Licensee's right to copy a previously licensed and delivered Master Copy of a Program, the license effective date for additional copies shall be deemed to be the date on which the Purchase Order is executed.

LICENSOR A Contractor who transfers rights in proprietary Product to Authorized Users in accordance with the rights and obligations specified in the Contract.

MINI-BID PROJECT DEFINITION A Bid Document containing project specific Bid Specifications developed by or for an Authorized User which solicits Bids from Contractors previously qualified under a Back-Drop Contract.

MULTIPLE AWARD A determination and award of a Contract in the discretion of the Commissioner to more than one responsive and responsible Bidder who meets the requirements of a specification, where the multiple award is made on the grounds set forth in the Bid Document in order to satisfy multiple factors and needs of Authorized Users (e.g., complexity of items, various manufacturers, differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, geographic location or other pertinent factors).

NEW PRODUCT RELEASES (Product Revisions) Any commercially released revisions to the licensed version of a Product as may be generally offered and available to Authorized Users. New releases involve a substantial revision of functionality from a previously released version of the Product.

OGS The New York State Office of General Services.

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PROCUREMENT RECORD Documentation by the Authorized User of the decisions made and approach taken during the procurement process and during the contract term.

PRODUCT A deliverable under any Bid or Contract which may include commodities, services and/or technology. The term "Product" includes Licensed Software.

PROPRIETARY Protected by secrecy, patent, copyright or trademark against commercial competition.

PURCHASE ORDER The Authorized User's fiscal form or format that is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, electronic Purchase Order, or other authorized instrument).

REQUEST FOR PROPOSALS (RFP) A type of Bid Document that is used for procurements where factors in addition to cost are considered and weighted in awarding the contract and where the method of award is "best value," as defined by the State Finance Law.

REQUEST FOR QUOTATION (RFQ) A type of Bid Document that can be used when a formal Bid opening is not required (e.g., discretionary, sole source, single source or emergency purchases).

RESPONSIBLE BIDDER A Bidder that is determined to have financial and organizational capacity, legal authority, satisfactory previous performance, skill, judgment and integrity, and that is found to be competent, reliable and experienced, as determined by the Commissioner. For purposes of being deemed responsible, a Bidder must also be determined to be in compliance with Sections 139-j and 139-k of the State Finance Law relative to restrictions on contacts during the procurement process and disclosure of contacts and prior findings of non-responsibility under these statutes.

RESPONSIVE BIDDER A Bidder meeting the specifications or requirements prescribed in the Bid Document or solicitation, as determined by the OGS Commissioner.

SINGLE SOURCE A procurement where two or more Bidders can supply the required Product, and the Commissioner may award the contract to one Bidder over the other.

SITE The location (street address) where Product will be executed or services delivered.

SOLE SOURCE A procurement where only one Bidder is capable of supplying the required Product.

SOURCE CODE The programming statements or instructions written and expressed in any language understandable by a human being skilled in the art which are translated by a language compiler to produce executable machine Object Code.

STATE State of New York.

SUBCONTRACTOR Any individual or other legal entity, (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) who has entered into a contract, express or implied, for the performance of a portion of a Contract with a Contractor.

TERMS OF LICENSE The terms and conditions set forth in the Contract that are in effect and applicable to a Purchase Order at the time of order placement.

VIRUS Any computer code, whether or not written or conceived by Contractor, that disrupts, disables, harms, or otherwise impedes in any manner the operation of the Product, or any other associated software, firmware, hardware, or computer system (such as local area or wide-area networks), including aesthetic disruptions or distortions, but does not include security keys or other such devices installed by Product manufacturer.

BID SUBMISSION

6. **INTERNATIONAL BIDDING** All offers (tenders), and all information and Product required by the solicitation or provided as explanation thereof, shall be submitted in English. All prices shall be expressed, and all payments shall be made, in United States Dollars (\$US). Any offers (tenders) submitted which do not meet the above criteria will be rejected.

7. **BID OPENING** Bids may, as applicable, be opened publicly. The Commissioner reserves the right at any time to postpone or cancel a scheduled Bid opening.

8. **BID SUBMISSION** All Bids are to be packaged, sealed and submitted to the location stated in the Bid Specifications. Bidders are solely responsible for timely delivery of their Bids to the location set forth in the Bid Specifications prior to the stated Bid opening date/time.

A Bid return envelope, if provided with the Bid Specifications, should be used with the Bid sealed inside. If the Bid response does not fit into the envelope, the Bid envelope should be attached to the outside of the sealed box or package with the Bid inside. If using a commercial delivery company that requires use of their shipping package or envelope, Bidder's sealed Bid, labeled as detailed below, should be placed within the shipper's sealed envelope to ensure that the Bid is not prematurely opened.

All Bids must have a label on the outside of the package or shipping container outlining the following information:

"BID ENCLOSED (bold print, all capitals)

- Group Number
- IFB or RFP Number
- Bid Submission date and time"

In the event that a Bidder fails to provide such information on the return Bid envelope or shipping material, the receiving entity reserves the right to open the shipping package or envelope to determine the proper Bid number or Product group, and the date and time of Bid opening. Bidder shall have no claim against the receiving entity arising from such opening and such opening shall not affect the validity of the Bid or the procurement.

Notwithstanding the receiving agency's right to open a Bid to ascertain the foregoing information, Bidder assumes all risk of late delivery associated with the Bid not being identified, packaged or labeled in accordance with the foregoing requirements.

All Bids must be signed by a person authorized to commit the Bidder to the terms of the Bid Documents and the content of the Bid (offer).

9. **FACSIMILE SUBMISSIONS** Unless specifically prohibited by the terms of the Bid Specifications, facsimile Bids may be SUBMITTED AT THE SOLE OPTION AND RISK OF THE BIDDER. Only the FAX number(s) indicated in the Bid

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Specifications may be used. Access to the facsimile machine(s) is on a "first come, first serve" basis, and the Commissioner bears no liability or responsibility and makes no guarantee whatsoever with respect to the Bidder's access to such equipment at any specific time. Bidders are solely responsible for submission and receipt of the entire facsimile Bid by the Authorized User prior to Bid opening and must include on the first page of the transmission the total number of pages transmitted in the facsimile, including the cover page. Incomplete, ambiguous or unreadable transmissions in whole or in part may be rejected at the sole discretion of the Commissioner. Facsimile Bids are fully governed by all conditions outlined in the Bid Documents and must be submitted on forms or in the format required in the Bid Specifications, including the executed signature page and acknowledgment.

10. AUTHENTICATION OF FACSIMILE BIDS The act of submitting a Bid by facsimile transmission, including an executed signature page or as otherwise specified in the Bid Documents, shall be deemed a authenticating act by Bidder which authenticates the signing of the Bid.

11. LATE BIDS For purposes of Bid openings held and conducted by OGS, a Bid must be received in such place as may be designated in the Bid Documents or if no place is specified in the OGS Mailroom located in the Empire State Plaza, Albany, New York 12242, at or before the date and time established in the Bid Specifications for the Bid opening. For purposes of Bid openings held and conducted by Authorized Users other than OGS, the term late Bid is defined as a Bid not received in the location established in the Bid Specifications at or before the date and time specified for the Bid opening.

Any Bid received at the specified location after the time specified will be considered a late Bid. A late Bid shall not be considered for award unless: (i) no timely Bids meeting the requirements of the Bid Documents are received or, (ii) in the case of a multiple award, an insufficient number of timely Bids were received to satisfy the multiple award; and acceptance of the late Bid is in the best interests of the Authorized Users. Bids submitted for continuous or periodic recruitment contract awards must meet the submission requirements associated with their specifications. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the Authorized User shall not excuse late Bid submissions. Similar types of delays, including but not limited to, bad weather, or security procedures for parking and building admittance shall not excuse late Bid submissions. Determinations relative to Bid timeliness shall be at the sole discretion of the Commissioner.

12. BID CONTENTS Bids must be complete and legible. All Bids must be signed. All information required by the Bid Specifications must be supplied by the Bidder on the forms or in the format specified. No alteration, erasure or addition is to be made to the Bid Documents. Changes may be ignored by the Commissioner or may be grounds for rejection of the Bid. Changes, corrections and/or use of white-out in the Bid or Bidder's response portion of the Bid Document must be initialed by an authorized representative of the Bidder. Bidders are cautioned to verify their Bids before submission, as amendments to Bids or requests for withdrawal of Bids received by the Commissioner after the time specified for the Bid opening, may not be considered.

13. EXTRANEOUS TERMS Bids must conform to the terms set forth in the Bid Documents, as extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the Bid non-responsive and may result in rejection of the Bid.

Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) that are attached or referenced with submissions shall not be considered part of the Bid or resulting Contract, but shall be deemed included for informational or promotional purposes only.

Only those extraneous terms that meet all the following requirements may be considered as having been submitted as part of the Bid:

- a. Each proposed extraneous term (addition, deletion, counter-offer, deviation, or modification) must be specifically enumerated in a writing which is not part of a pre-printed form; and
- b. The writing must identify the particular specification requirement (if any) that Bidder rejects or proposes to modify by inclusion of the extraneous term; and
- c. The Bidder shall enumerate the proposed addition, counter offer, modification or deviation from the Bid Document, and the reasons therefore.

No extraneous term(s), whether or not deemed "material," shall be incorporated into a Contract or Purchase Order unless submitted in accordance with the above and the Commissioner or Authorized User expressly accepts each such term(s) in writing. Acceptance and/or processing of the Bid shall not constitute such written acceptance of Extraneous Term(s).

14. CONFIDENTIAL/TRADE SECRET MATERIALS

a. **Contractor** Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission by the Bidder. Marking the Bid as "confidential" or "proprietary" on its face or in the document header or footer shall not be considered by the Commissioner or Authorized User to be sufficient without specific justification as to why disclosure of particular information in the Bid would cause substantial injury to the competitive position of the Bidder. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the Freedom of Information Law must request the exemption in writing, setting forth the reasons for the claimed exemption. Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures. Properly identified information that has been designated confidential, trade secret, or proprietary by the Bidder will not be disclosed except as may be required by the Freedom of Information Law or other applicable State and federal laws.

b. **Commissioner or Authorized User** Contractor further warrants, covenants and represents that any confidential information obtained by Contractor, its agents, Subcontractors, officers, distributors, resellers or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the State or any Authorized User hereunder or received from another third party, will not be divulged to any third parties. Contractor shall not be required to keep confidential any such material that is publicly available through no fault of Contractor, independently developed by Contractor without reliance on confidential information of the Authorized User, or otherwise obtained under the Freedom of Information Act or other applicable New York State laws and regulations. This warranty shall survive termination of this Contract. Contractor further agrees to take appropriate steps as to its agents, Subcontractors, officers,

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distributors, resellers or employees regarding the obligations arising under this clause to insure such confidentiality.

15. RELEASE OF BID EVALUATION MATERIALS Requests concerning the evaluation of Bids may be submitted under the Freedom of Information Law. Information, other than statistical or factual tabulations or data such as the Bid Tabulation, shall only be released as required by law after Contract award. Bid Tabulations are not maintained for all procurements. Names of Bidders may be disclosed after Bid opening upon request. Written requests should be directed to the Commissioner.

16. FREEDOM OF INFORMATION LAW During the evaluation process, the content of each Bid will be held in confidence and details of any Bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. If the Bid contains any such trade secret or other confidential or proprietary information, it must be accompanied in the Bid with a written request to the Commissioner to not disclose such information. Such request must state with particularity the reasons why the information should not be available for disclosure and must be provided at the time of submission of the Bid. Notations in the header, footer or watermark of the Bid Document will not be considered sufficient to constitute a request for non-disclosure of trade secret or other confidential or proprietary information. Where a Freedom of Information request is made for trademark or other confidential or proprietary information, the Commissioner reserves the right to determine upon written notice to the Bidder whether such information qualifies for the exemption for disclosure under the law. Notwithstanding the above, where a Bid tabulation is prepared and Bids publicly opened, such Bid tabulation shall be available upon request.

17. PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS If any portion of work being Bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

a. "Public Works" and "Building Services" - Definitions

i. Public Works Labor Law Article 8 applies to contracts for public improvement in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts). The State, a public benefit corporation, a municipal corporation (including a school district), or a commission appointed by law must be a party to the Contract. The wage and hours provision applies to any work performed by Contractor or Subcontractors.

ii. Building Services Labor Law Article 9 applies to Contracts for building service work over \$1,500 with a public agency, that: (i) involve the care or maintenance of an existing building, or (ii) involve the transportation of office furniture or equipment to or from such building, or (iii) involve the transportation and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.

b. Prevailing Wage Rate Applicable to Bid Submissions A copy of the applicable prevailing wage rates to be paid or provided are annexed to the Bid Documents. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or

exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified.

c. Wage Rate Payments / Changes During Contract Term The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term as required by law.

d. Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the New York State Labor Law:

i. Posting The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the Authorized User that has prepared or directs the preparation of the plans and specifications for a public works project, as set forth in the Bid Specifications. For Mini-Bid solicitations, the payroll records must be submitted to the entity preparing the agency Mini-Bid project specification. For "agency specific" Bids, the payroll records should be submitted to the entity issuing the purchase order. For all other OGS Centralized Contracts, such records should be submitted to the individual agency issuing the purchase order(s) for the work. Upon mutual agreement of the Contractor and the Authorized User, the form of submission may be submitted in a specified disk format acceptable to the Department of Labor provided: 1) the Contractor/Subcontractor retains the original records; and, (2) an original signed letter by a duly authorized individual of the Contractor or Subcontractor attesting to the truth and accuracy of the records accompanies the disk. This provision does not apply to Article 9 of the Labor Law building services contracts.

iv. Records Retention Contractors and Subcontractors must preserve such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

Day's Labor Eight hours shall constitute a legal day's work for all classes of employees in this state except those engaged in farm and domestic service unless otherwise provided by law.

No laborers, workmen or mechanics in the employ of the Contractor, Subcontractor or other person doing or contracting to do all or part of the work contemplated by the Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five calendar days in any one week except in cases of extraordinary

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emergency including fire, flood or danger to life or property. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the NYS Commissioner of Labor for the preservation of the Contract site or for the protection of the life and limb of the persons using the Contract site.

18. TAXES

a. Unless otherwise specified in the Bid Specifications or Contract, the quoted Bid price includes all taxes applicable to the transaction.

b. Purchases made by the State of New York and certain non-State Authorized Users are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State Sales tax exemption, either the Purchase Order issued by a State Agency or the invoice forwarded to authorize payment for such purchases will be sufficient evidence that the sale by the Contractor was made to the State, an exempt organization under Section 1116 (a) (1) of the Tax Law. Non-State Authorized Users must offer their own proof of exemption upon request. No person, firm or corporation is, however, exempt from paying the State Truck Mileage and Unemployment Insurance or Federal Social Security taxes, which remain the sole responsibility of the Bidder/Contractor.

c. Pursuant to Revised Tax Law 5-a, Contractor will be required to furnish sales tax certification on its behalf and for its affiliates, and subcontractors for Contracts with a value greater than \$100,000 in accordance with provisions of the law.

d. **Purchases by Authorized Users other than the State of New York may be subject to certain taxes which were not included in the Bid price, and in those instances the tax should be computed based on the Contract price and added to the invoice submitted to such entity for payment.**

19. EXPENSES PRIOR TO CONTRACT EXECUTION The Commissioner and any Authorized User(s) are not liable for any costs incurred by a Vendor, Bidder or Contractor in the preparation and production of a Bid, Mini-Bid or best and final offers or for any work performed prior to Contract execution.

20. ADVERTISING RESULTS The prior written approval of the Commissioner is required in order for results of the Bid to be used by the Contractor as part of any commercial advertising. The Contractor shall also obtain the prior written approval of the Commissioner relative to the Bid or Contract for press or other media releases.

21. PRODUCT REFERENCES

a. **"Or Equal"** In all Bid Specifications the words "or equal" are understood to apply where a copyrighted, brand name, trade name, catalog reference, or patented Product is referenced. References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Commissioner's decision as to acceptance of the Product as equal shall be final.

b. **Discrepancies in References** In the event of a discrepancy between the model number referenced in the Bid Specifications and the written description of the Products which cannot be reconciled,

with respect to such discrepancy, then the written description shall prevail.

22. REMANUFACTURED, RECYCLED, RECYCLABLE OR RECOVERED MATERIALS Upon the conditions specified in the Bid Specifications and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled, recyclable or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements or in the Bid Specifications. Contractors are further encouraged to offer remanufactured Products to the maximum extent practicable without jeopardizing the performance or intended end use of the Product and unless such use is precluded due to health, welfare, safety requirements or by the Bid Specifications. Where such use is not practical, suitable, or permitted by the Bid Specifications, Contractor shall deliver new materials in accordance with the "Warranties" set forth below.

Items with recycled, recyclable, recovered, refurbished or remanufactured content must be identified in the Bid or Bidder will be deemed to be offering new Product.

23. PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS Bids offering Products that are manufactured or produced in public institutions will be rejected.

24. PRICING

a. **Unit Pricing** If required by the Bid Specifications, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places for each item unless otherwise specified, in the Bid. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of the Commissioner, such unit pricing is obviously erroneous.

b. **Net Pricing** Unless otherwise required by the Bid Specifications, prices shall be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination(s) indicated in the Bid Specifications, subject to the cash discount.

c. **"No Charge" Bid** When Bids are requested on a number of Products as a Group or Lot, a Bidder desiring to Bid "no charge" on a Product in the Group or Lot must clearly indicate such. Otherwise, such Bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Commissioner.

d. **Educational Pricing** All Products to be supplied for educational purposes that are subject to educational discounts shall be identified in the Bid and such discounts shall be made available to qualifying institutions.

e. **Third Party Financing** If Product acquisitions are financed through any third party financing, Contractor may be required as a condition of Contract Award to agree to the terms and conditions of a "Consent & Acknowledgment Agreement" in a form acceptable to the Commissioner.

f. **Best Pricing Offer** During the Contract term, if substantially the same or a smaller quantity of a Product is sold by the Contractor outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, at the

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discretion of the Commissioner, shall be immediately reduced to the lower price.

Price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after:

(i) **GSA Changes:** Where NYS Net Prices are based on an approved GSA Schedule, the date the approved GSA Schedule pricing decreases during the Contract term; or

(ii) **Commercial Price List Reductions:** Where NYS Net Prices are based on a discount from Contractor's list prices, the date Contractor lowers its pricing to its customers generally or to similarly situated government customers during the Contract term; or

(iii) **Special Offers/Promotions Generally:** Where Contractor generally offers more advantageous special price promotions or special discount pricing to other customers during the Contract term for a similar quantity, and the maximum price or discount associated with such offer or promotion is better than the discount or Net Price otherwise available under this Contract, such better price or discount shall apply for similar quantity transactions under this Contract for the life of such general offer or promotion; and

(iv) **Special Offers/Promotions to Authorized Users:** Contractor may offer Authorized Users, under either this Contract or any other Contracting vehicle, competitive pricing which is lower than the NYS Net Price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract pursuant to the foregoing paragraph (iii).

Unless otherwise specified in the Bid Specifications, Contractor may offer lower prices or better terms (see Modification of Contract Terms) on any specific Purchase Order(s) from any Authorized User without being in conflict with, or obligation to comply on a global basis, with the terms of this clause.

g. Best and Final Prices As specified in the Bid Documents and Contract, a Contractor may be solicited at the time of issuance of a Purchase Order or Mini-Bid award for best and final pricing for the Product or service to be delivered to the Authorized User. Contractors are encouraged to reduce their pricing upon receipt of such request.

25. **DRAWINGS**

a. Drawings Submitted With Bid When the Bid Specifications require the Bidder to furnish drawings and/or plans, such drawings and/or plans shall conform to the mandates of the Bid Documents and shall, when approved by the Commissioner, be considered a part of the Bid and of any resulting Contract. All symbols and other representations appearing on the drawings shall be considered a part of the drawing.

b. Drawings Submitted During the Contract Term Where required to develop, maintain and deliver diagrams or other technical schematics regarding the scope of work, Contractor shall do so on an ongoing basis at no additional charge, and must, as a condition of payment, update drawings and plans during the Contract term to reflect additions, alterations, and deletions. Such drawings and diagrams shall be delivered to the Authorized User's representative.

c. Accuracy of Drawings Submitted All drawings shall be neat and professional in manner and shall be clearly labeled as to locations and type of product, connections and components. Drawings and diagrams are to be in compliance with accepted drafting standards. Acceptance or approval of such plans shall not relieve the Contractor from responsibility for design or other errors of any sort in the drawings or plans, or from its responsibility for performing as required, furnishing product, services or installation, or carrying out any other requirements of the intended scope of work.

26. SITE INSPECTION Where a site inspection is required by the Bid Specifications or Project Definition, Bidder shall be required to inspect the site, including environmental or other conditions for pre-existing deficiencies that may affect the installed Product, equipment, or environment or services to be provided and, which may affect Bidder's ability to properly deliver, install or otherwise provide the required Product. All inquiries regarding such conditions shall be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions which such inspection or inquiry might have disclosed. Bidder must provide a detailed explanation with its Bid if additional work is required under this clause in order to properly complete the delivery and installation of the required Product or provide the requested service.

27. PROCUREMENT CARD The State has entered into an agreement for purchasing card services. The Purchasing Card enables Authorized Users to make authorized purchases directly from a Contractor without processing a Purchase Orders or Purchase Authorizations. Purchasing Cards are issued to selected employees authorized to purchase for the Authorized User and having direct contact with Contractors. Cardholders can make purchases directly from any Contractor that accepts the Purchasing Card.

The Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased products have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty Product in accordance with other Contract requirements, the Contractor shall immediately credit a cardholder's account for products returned as defective or faulty.

28. **SAMPLES**

a. Standard Samples Bid Specifications may indicate that the Product to be purchased must be equal to a standard sample on display in a place designated by the Commissioner and such sample will be made available to the Bidder for examination prior to the opening date. Failure by the Bidder to examine such sample shall not entitle the Bidder to any relief from the conditions imposed by the Bid Specifications.

b. Bidder Supplied Samples The Commissioner reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of Bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidder's name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate Bid or Contract reference.

A sample may be held by the Commissioner during the entire term of the Contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period the sample, where feasible, will be returned as instructed by the Bidder, at the Bidder's expense and risk. Where the Bidder has failed to fully instruct the Commissioner as to the return of the sample (i.e., mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

c. Enhanced Samples When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event

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of a Contractor's default, the Commissioner may procure a Product substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.

d. Conformance with Sample(s) Submission of a sample (whether or not such sample is tested by, or for, the Commissioner) and approval thereof shall not relieve the Contractor from full compliance with all terms and conditions, performance related and otherwise, specified in the Bid Specifications. If in the judgment of the Commissioner the sample or product submitted is not in accordance with the specifications or testing requirements prescribed in the Bid Specifications, the Commissioner may reject the Bid. If an award has been made, the Commissioner may cancel the Contract at the expense of the Contractor.

e. Testing All samples are subject to tests in the manner and place designated by the Commissioner, either prior to or after Contract award. Unless otherwise stated in the Bid Specifications, Bidder samples consumed or rendered useless by testing will not be returned to the Bidder. Testing costs for samples that fails to meet Contract requirements may be at the expense of the Contractor.

f. Requests For Samples By Authorized Users Requests for samples by Authorized Users require the consent of the Contractor. Where Contractor refuses to furnish a sample, Authorized User may, in its sole discretion, make a determination on the performance capability of the Product or on the issue in question.

BID EVALUATION

29. BID EVALUATION The Commissioner reserves the right to accept or reject any and all Bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Commissioner determines the best interests of the State will be served. The Commissioner, in his/her sole discretion, may accept or reject illegible, incomplete or vague Bids and his/her decision shall be final. A conditional or revocable Bid which clearly communicates the terms or limitations of acceptance may be considered, and Contract award may be made in compliance with the Bidder's conditional or revocable terms in the offer.

30. CONDITIONAL BID Unless the Bid Specifications provides otherwise, a Bid is not rendered non-responsive if the Bidder specifies that the award will be accepted only on all or a specified group of items or Product included in the specification. It is understood that nothing herein shall be deemed to change or alter the method of award contained in the Bid Documents.

31. CLARIFICATIONS / REVISIONS Prior to award, the Commissioner reserves the right to seek clarifications, request Bid revisions, or to request any information deemed necessary for proper evaluation of Bids from all Bidders deemed to be eligible for Contract award. Failure to provide requested information may result in rejection of the Bid.

32. PROMPT PAYMENT DISCOUNTS While prompt payment discounts will not be considered in determining the low Bid, the Commissioner may consider any prompt payment discount in resolving Bids which are otherwise tied. However, any notation indicating that the price is net, (e.g., net 30 days), shall be understood to mean only that no prompt payment discount is offered by the Bidder. The imposition of service, interest, or other charges, except pursuant to the provisions of Article 11-A of the State Finance Law, which are applicable in any case, may render the Bid non-responsive and may be cause for its rejection.

33. EQUIVALENT OR IDENTICAL BIDS In the event two offers are found to be substantially equivalent, price shall be the basis for determining the award recipient. If two or more Bidders submit substantially equivalent Bids as to pricing or other factors, the decision of the Commissioner to award a Contract to one or more of such Bidders shall be final.

34. PERFORMANCE AND RESPONSIBILITY QUALIFICATIONS The Commissioner reserves the right to investigate or inspect at any time whether or not the Product, services, qualifications or facilities offered by the Bidder/Contractor meet the requirements set forth in the Bid Specifications/Contract or as set forth during Contract negotiations. Contractor shall at all times during the Contract term remain responsible and responsive. A Bidder/Contractor must be prepared, if requested by the Commissioner, to present evidence of legal authority to do business in New York State, integrity, experience, ability, prior performance, organizational and financial capacity as well as where applicable, a statement as to supply, plant, machinery and capacity of the manufacturer or source for the production, distribution and servicing of the Product offered/Bid. If the Commissioner determines that the conditions and terms of the Bid Documents, Bid Specifications or Contract are not complied with, or that items, services or Product proposed to be furnished do not meet the specified requirements, or that the legal authority, integrity experience, ability, prior performance, organization and financial capacity or facilities are not satisfactory, the Commissioner may reject such Bid or terminate the Contract.

35. DISQUALIFICATION FOR PAST PERFORMANCE AND FINDINGS OF NON-RESPONSIBILITY Bidder may be disqualified from receiving awards if Bidder, or anyone in Bidder's employment, has previously failed to perform satisfactorily in connection with public Bidding or contracts or is deemed non-responsible.

36. QUANTITY CHANGES PRIOR TO AWARD The Commissioner reserves the right, at any time prior to the award of a specific quantity Contract, to alter in good faith the quantities listed in the Bid Specifications. In the event such right is exercised, the lowest responsible Bidder meeting Bid Specifications will be advised of the revised quantities and afforded an opportunity to extend or reduce its Bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its Bid price may result in the rejection of its Bid and the award of such Contract to the lowest responsible Bidder who accepts the revised qualifications.

37. TIMEFRAME FOR OFFERS The Commissioner reserves the right to make awards within sixty (60) days after the date of the Bid opening or such other period of time as set forth in the Bid Documents, during which period, Bids must remain firm and cannot be withdrawn. Pursuant to Section 163(9)(e) of the State Finance Law and Section 2-205 of the Uniform Commercial Code when applicable, where an award is not made within the sixty (60) day period or other time specified as set forth in the Bid Documents, the Bids shall remain firm until such later time as either a Contract is awarded or the Bidder delivers to the Commissioner written notice of the withdrawal of its Bid. Any Bid which expressly states therein that acceptance must be made within a shorter specified time, may at the sole discretion of the Commissioner, be accepted or rejected.

TERMS & CONDITIONS

38. CONTRACT CREATION / EXECUTION Except for contracts governed by Article 11-B of the State Finance Law, subject to and upon receipt of all required approvals as set forth in the Bid

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Specifications a Contract shall be deemed executed and created with the successful Bidder(s), upon the Commissioner's mailing or electronic communication to the address on the Bid/Contract of: (i) the final Contract Award Notice; (ii) a fully executed Contract; or (iii) a Purchase Order authorized by the Commissioner.

39. PARTICIPATION IN CENTRALIZED CONTRACTS The following shall not limit or inhibit the OGS Commissioner's authority under State Finance Law, Section 163 (10) (e) (Piggybacking):

a. Agencies All State Agencies may utilize and purchase under any state Centralized Contract let by the Commissioner, unless the Bid Documents limit purchases to specific State Agencies.

b. Non-State Agency Authorized Users Authorized Users other than State Agencies are permitted to make purchases through state Centralized Contracts where permitted by law, the Contract or the Commissioner.

c. Voluntary Extension Purchase Orders issued against a State Centralized Contract by any Authorized User not provided for in the Bid Specifications shall be honored by the Contractor at its discretion and only with the approval of the OGS Commissioner and any other approvals required by law. Contractors are encouraged to voluntarily extend service Contracts to those additional entities authorized to utilize commodity Contracts under Section 163 (3) (iv) of the State Finance Law.

d. Responsibility for Performance Participation in state Centralized Contracts by Authorized Users is permitted upon the following conditions: (i) the responsibility with regard to performance of any contractual obligation, covenant, condition or term thereunder by any Authorized User other than State Agencies shall be borne and is expressly assumed by such Authorized User and not by the State; (ii) a breach of the Contract by any particular Authorized User shall neither constitute nor be deemed a breach of the Contract as a whole which shall remain in full force and effect, and shall not affect the validity of the Contract nor the obligations of the Contractor thereunder respecting non-breaching Authorized Users, whether State or otherwise; (iii) for a breach by an Authorized User other than a State Agency, the State specifically and expressly disclaims any and all liability for such breach; and (iv) each non-state agency Authorized User and Contractor guarantees to save the State, its officers, agents and employees harmless from any liability that may be or is imposed by their failure to perform in accordance with its obligations under the Contract.

e. Contract Migration Authorized Users holding individual Contracts with a Contractor at the time that Contractor is awarded a Centralized Contract for the same Products or services shall be permitted to migrate to that Centralized Contract effective with its commencement date. Such migration shall not operate to diminish, alter or eliminate any right that the Authorized User otherwise had under the terms and conditions of their individual Contract.

40. MODIFICATION OF CONTRACT TERMS The terms and conditions set forth in the Contract shall govern all transactions by Authorized User(s) under this Contract. The Contract may only be modified or amended upon mutual written agreement of the Commissioner and Contractor.

The Contractor may, however, offer Authorized User(s) more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms

shall be furnished to the Authorized User(s) and Commissioner by the Contractor at the time of such offer.

Other than where such terms are more advantageous for the Authorized User(s) than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against Authorized User(s) unless authorized by the Commissioner or specified in the Contract Award Notification. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, purchase orders or other documents forwarded by the Contractor for payment, notwithstanding Authorized User's subsequent acceptance of Product, or that Authorized User has subsequently processed such document for approval or payment.

41. SCOPE CHANGES The Commissioner reserves the right, unilaterally, to require, by written order, changes by altering, adding to or deducting from the Bid Specifications, such changes to be within the general scope of the Contract. The Commissioner may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the consent of the Contractor, which consent shall not be unreasonably withheld.

42. ESTIMATED / SPECIFIC QUANTITY CONTRACTS Estimated quantity contracts are expressly agreed and understood to be made for only the quantities, if any, actually ordered during the Contract term. No guarantee of any quantity(s) is implied or given. Purchases by Authorized Users from Contracts for services and technology are voluntary.

With respect to any specific quantity stated in the contract, the Commissioner reserves the right after award to order up to 20% more or less (rounded to the next highest whole number) than the specific quantities called for in the Contract. Notwithstanding the foregoing, the Commissioner may purchase greater or lesser percentages of Contract quantities should the Commissioner and Contractor so agree. Such agreement may include an equitable price adjustment.

43. EMERGENCY CONTRACTS In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or the Commissioner determines pursuant to his/her authority under Section 163 (10) (b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of Product, the Commissioner reserves the right to obtain such Product from any source, including but not limited to this Contract(s), as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for Product procured from other sources pursuant to this paragraph. The reasons underlying the finding that an emergency exists shall be included in the procurement record.

44. PURCHASE ORDERS Unless otherwise authorized in writing by the Commissioner, no Product is to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the Authorized User. Unless terminated or cancelled pursuant to the authority vested in the Commissioner, Purchase Orders shall be effective and binding upon the Contractor when placed in the mail or electronically transmitted prior to the termination of the contract period, addressed to the Contractor at the address for receipt of orders set forth in the Contract or in the Contract Award Notification.

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All Purchase Orders issued pursuant to Contracts let by the Commissioner must bear the appropriate Contract number and, if necessary, required State approvals. As deemed necessary, the Authorized User may confirm pricing and other Product information with the Contractor prior to placement of the Purchase Order. The State reserves the right to require any other information from the Contractor which the State deems necessary in order to complete any Purchase Order placed under the Contract. Unless otherwise specified, all Purchase Orders against Centralized Contracts will be placed by Authorized Users directly with the Contractor and any discrepancy between the terms stated on the vendor's order form, confirmation or acknowledgment, and the Contract terms shall be resolved in favor of the terms most favorable to the Authorized User. Should an Authorized User add written terms and conditions to the Purchase Order that conflict with the terms and conditions of the Contract, the Contractor has the option of rejecting the Purchase Order within five business days of its receipt but shall first attempt to negotiate the additional written terms and conditions in good faith with the Authorized User, or fulfill the Purchase Order. Notwithstanding the above, the Authorized User reserves the right to dispute any discrepancies arising from the presentation of additional terms and conditions with the Contractor.

If, with respect to an Agency Specific Contract let by the OGS Commissioner, a Purchase Order is not received by the Contractor within two weeks after the issuance of a Contract Award Notification, it is the responsibility of the Contractor to request in writing that the appropriate Authorized User forward a Purchase Order. If, thereafter, a Purchase Order is not received within a reasonable period of time, the Contractor shall promptly notify in writing the appropriate purchasing officer in OGS. Failure to timely notify such officer may, in the discretion of the OGS Commissioner and without cost to the State, result in the cancellation of such requirement by the OGS Commissioner with a corresponding reduction in the Contract quantity and price.

45. PRODUCT DELIVERY Delivery must be made as ordered to the address specified on the Purchase Order and in accordance with the terms of the Contract or Contract Award Notice. Unless otherwise specified in the Bid Documents, delivery shall be made within thirty calendar days after receipt of a Purchase Order by the Contractor. The decision of the Commissioner as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Commissioner and the Authorized User, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of time for delivery must be requested in writing by the Contractor and approved in writing by the Authorized User. Failure to meet such delivery time schedule may be grounds for cancellation of the order or, in the Commissioner's discretion, the Contract.

46. WEEKEND AND HOLIDAY DELIVERIES Unless otherwise specified in the Bid Specifications or by an Authorized User, deliveries will be scheduled for ordinary business hours, Monday through Friday (excluding legal holidays observed by the State of New York). Deliveries may be scheduled by mutual agreement for Saturdays, Sundays or legal holidays observed by the State of New York where the Product is for daily consumption, an emergency exists, the delivery is a replacement, delivery is late, or other reasonable circumstance in which event the convenience of the Authorized User shall govern.

47. SHIPPING/RECEIPT OF PRODUCT

a. Packaging Tangible Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without any extra charges for packing materials, cases or other types of containers. The container shall become and remain the property of the Authorized User unless otherwise specified in the Contract documents.

b. Shipping Charges Unless otherwise stated in the Bid Specifications, all deliveries shall be deemed to be freight on board (F.O.B.) destination tailgate delivery at the dock of the Authorized User. Unless otherwise agreed, items purchased at a price F.O.B. Shipping point plus transportation charges shall not relieve the Contractor from responsibility for safe and proper delivery notwithstanding the Authorized User's payment of transportation charges. Contractor shall be responsible for ensuring that the Bill of Lading states "charges prepaid" for all shipments.

c. Receipt of Product The Contractor shall be solely responsible for assuring that deliveries are made to personnel authorized to accept delivery on behalf of the Authorized User. Any losses resulting from the Contractor's failure to deliver Product to authorized personnel shall be borne exclusively by the Contractor.

48. TITLE AND RISK OF LOSS Notwithstanding the form of shipment, title or other property interest, risk of loss shall not pass from the Contractor to the Authorized User until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Bid Specifications or Purchase Order. Mere acknowledgment by Authorized User personnel of the delivery or receipt of goods (e.g., signed bill of lading) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product that is substandard or does not comply with the Bid Specifications or Contract terms and conditions, may be rejected or accepted on an adjusted price basis, as determined by the Commissioner.

49. RE-WEIGHING PRODUCT Deliveries are subject to re-weighing at the point of destination by the Authorized User. If shrinkage occurs which exceeds that normally allowable in the trade, the Authorized User shall have the option to require delivery of the difference in quantity or to reduce the payment accordingly. Such option shall be exercised in writing by the Authorized User.

50. PRODUCT SUBSTITUTION In the event a specified manufacturer's Product listed in the Contract becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Savings/Force Majeure Clause) a Product deemed in writing by the Commissioner to be equal to or better than the specified Product must be substituted by the Contractor at no additional cost or expense to the Authorized User. Unless otherwise specified, any substitution of Product prior to the Commissioner's written approval may be cause for cancellation of Contract.

51. REJECTED PRODUCT When Product is rejected, it must be removed by the Contractor from the premises of the Authorized User within ten calendar days of notification of rejection by the Authorized User. Upon notification of rejection, risk of loss of rejected or non-conforming Product shall remain with Contractor. Rejected items not removed by the Contractor within ten calendar days of notification shall be regarded as abandoned by the Contractor, and the Authorized User shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the Authorized User for any and all costs and expenses incurred in storage or effecting removal or disposition after the ten-calendar day period.

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52. INSTALLATION Where installation is required, Contractor shall be responsible for placing and installing the Product in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects that would mar the appearance of the Product or render it structurally unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or place the Product in the proper location. The Contractor shall protect the site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents. If any alteration, dismantling or excavation, etc. is required to effect installation, the Contractor shall thereafter promptly restore the structure or site. Work shall be performed to cause the least inconvenience to the Authorized User(s) and with proper consideration for the rights of other Contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other Contractors. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.

53. REPAIRED OR REPLACED PARTS / COMPONENTS

Where the Contractor is required to repair, replace or substitute Product or parts or components of the Product under the Contract, the repaired, replaced or substituted Products shall be subject to all terms and conditions for new parts and components set forth in the Contract including Warranties, as set forth in the Additional Warranties Clause herein. Replaced or repaired Product or parts and components of such Product shall be new and shall, if available, be replaced by the original manufacturer's component or part. Remanufactured parts or components meeting new Product standards may be permitted by the Commissioner or Authorized User. Before installation, all proposed substitutes for the original manufacturer's installed parts or components must be approved by the Authorized User. The part or component shall be equal to or of better quality than the original part or component being replaced.

54. ON-SITE STORAGE With the written approval of the Authorized User, materials, equipment or supplies may be stored at the Authorized User's site at the Contractor's sole risk.

55. EMPLOYEES, SUBCONTRACTORS & AGENTS All employees, Subcontractors or agents performing work under the Contract must be trained staff or technicians who meet or exceed the professional, technical and training qualifications set forth in the Bid Specifications or the Bid Documents, whichever is more restrictive, and must comply with all security and administrative requirements of the Authorized User. The Commissioner reserves the right to conduct a security background check or otherwise approve any employee, Subcontractor or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause based on, including but not limited to, professional, technical or training qualifications, quality of work or change in security status or non-compliance with Authorized User's security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract terms. The Commissioner reserves the right to reject and/or bar from the facility for cause any employee, Subcontractor, or agents of the Contractor.

56. ASSIGNMENT The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract to any other person, company, firm or corporation in performance of the contract without the prior written consent of the Commissioner or Authorized

User (as applicable). Failure to obtain consent to assignment from the Authorized User shall revoke and annul such Contract. Notwithstanding the foregoing, the State shall not hinder, prevent or affect assignment of money by a Contractor for the benefit of its creditors. Prior to a consent to assignment of monies becoming effective, the Contractor shall file a written notice of such monies assignment(s) with the Comptroller. Prior to a consent to assignment of a Contract, or portion thereof, becoming effective, the Contractor shall submit the request to assignment to the Commissioner and seek written agreement from the Commissioner which will be filed with the Comptroller. The Commissioner reserves the right to reject any proposed assignee in his/her discretion.

Upon notice to the Contractor, the Contract may be assigned without the consent of the Contractor to another State Agency or subdivision of the State pursuant to a governmental reorganization or assignment of functions under which the functions are transferred to a successor Agency or to another Agency that assumes OGS responsibilities for the Contract.

57. SUBCONTRACTORS AND SUPPLIERS

The Commissioner reserves the right to reject any proposed Subcontractor or supplier for bona fide business reasons, which may include, but are not limited to: they are on the Department of Labor's list of companies with which New York State cannot do business; the Commissioner determines that the company is not qualified; the Commissioner determines that the company is not responsible; the company has previously provided unsatisfactory work or services; the company failed to solicit minority and women's business enterprises (M/WBE) Bidders as required by prior Contracts.

58. PERFORMANCE / BID BOND The Commissioner reserves the right to require a Bidder or Contractor to furnish without additional cost, a performance, payment or Bid bond or negotiable irrevocable letter of credit or other form of security for the faithful performance of the Contract. Where required, such bond or other security shall be in the form prescribed by the Commissioner.

59. SUSPENSION OF WORK The Commissioner, in his/her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, in the best interests of the Authorized User. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze or reduction on State spending, declaration of emergency, contract compliance issues or other such circumstances. Upon issuance of such notice, the Contractor is not to accept any Purchase Orders, and shall comply with the suspension order. Activity may resume at such time as the Commissioner issues a formal written notice authorizing a resumption of performance under the Contract.

An Authorized User may issue a formal written notice for the suspension of work for which it has engaged the Contractor for reasons specified in the above paragraph. The written notice shall set forth the reason for such suspension and a copy of the written notice shall be provided to the Commissioner.

60. TERMINATION

a. For Cause: For a material breach that remains uncured for more than thirty (30) days or other specified period after written notice to the Contractor, the Contract or Purchase Order may be terminated by the Commissioner or Authorized User at the Contractor's expense where Contractor becomes unable or incapable of performing, or meeting any requirements or qualifications set forth in the Contract, or for non-performance, or upon a determination that Contractor is non-

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responsible. Such termination shall be upon written notice to the Contractor. In such event, the Commissioner or Authorized User may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

b. For Convenience: By written notice, this Contract may be terminated at any time by the State for convenience upon sixty (60) days written notice or other specified period without penalty or other early termination charges due. Such termination of the Contract shall not affect any project or Purchase Order that has been issued under the Contract prior to the date of such termination. If the Contract is terminated pursuant to this subdivision, the Authorized User shall remain liable for all accrued but unpaid charges incurred through the date of the termination. Contractor shall use due diligence and provide any outstanding deliverables.

c. For Violation of the Sections 139-j and 139-k of the State Finance Law: The Commissioner reserves the right to terminate the Contract in the event it is found that the certification filed by the Bidder in accordance with Section 139-k of the State Finance Law was intentionally false or intentionally incomplete. Upon such finding, the Commissioner may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

d. For Violation of Revised Tax Law 5a: The Commissioner reserves the right to terminate the contract in the event it is found that the certification filed by the Contractor in accordance with §5-a of the Tax Law is not timely filed during the term of the Contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, the Commissioner may exercise its termination right by providing written notification to the Contractor.

61. SAVINGS/FORCE MAJEURE A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled. Force majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of the Contractor or the Commissioner in the performance of the Contract which non-performance, by exercise of reasonable diligence, cannot be prevented. Contractor shall provide the Commissioner with written notice of any force majeure occurrence as soon as the delay is known.

Neither the Contractor nor the Commissioner shall be liable to the other for any delay in or failure of performance under the Contract due to a force majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Contractor and the Commissioner to be necessary to enable complete performance by the Contractor if reasonable diligence is exercised after the cause of delay or failure has been removed.

Notwithstanding the above, at the discretion of the Commissioner where the delay or failure will significantly impair the value of the Contract to the State or to Authorized Users, the Commissioner may:

- a. Accept allocated performance or deliveries from the Contractor. The Contractor, however, hereby agrees to grant preferential treatment to Authorized Users with respect to Product subjected to allocation; and/or
- b. Purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may

be deducted from the Contract quantities without penalty or liability to the State; or

- c. Terminate the Contract or the portion thereof which is subject to delays, and thereby discharge any unexecuted portion of the Contract or the relative part thereof.

In addition, the Commissioner reserves the right, in his/her sole discretion, to make an equitable adjustment in the Contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria: (i) the volatility is due to causes outside the control of Contractor; (ii) the volatility affects the marketplace or industry, not just the particular Contract source of supply; (iii) the effect on pricing or availability of supply is substantial; and (iv) the volatility so affects Contractor's performance that continued performance of the Contract would result in a substantial loss.

62. CONTRACT BILLINGS Contractor and the distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billings for Authorized Users must contain all information required by the Contract and the State Comptroller. The State Comptroller shall render payment for Authorized User purchases, and such payment shall be made in accordance with ordinary State procedures and practices. Payment of Contract purchases made by Authorized Users, other than Agencies, shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User.

Submission of an invoice and payment thereof shall not preclude the Commissioner from reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate.

Contractor shall provide, upon request of the Commissioner, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in the format requested by the Commissioner and in a media commercially available from the Contractor. The Commissioner may direct the Contractor to provide the information to the State Comptroller or to any Authorized User of the Contract.

63. DEFAULT – AUTHORIZED USER

a. Breach of Authorized User Not Breach of Centralized Contract. An Authorized User's breach shall not be deemed a breach of the Centralized Contract, rather it shall be deemed a breach of the Authorized User's performance under the terms and conditions of the Centralized Contract.

b. Failure to Make Payment. In the event a participating Authorized User fails to make payment to the Contractor for Products delivered, accepted and properly invoiced, within 60 days of such delivery and acceptance, the Contractor may, upon 10 days advance written notice to both the Commissioner and the Authorized User's purchasing official, suspend additional shipments of Product or provision of services to such entity until such time as reasonable arrangements have been made and assurances given by such entity for current and future Contract payments.

c. Notice of Breach. Notwithstanding the foregoing, the Contractor shall, at least 10 days prior to declaring a breach of

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Contract by any Authorized User, by certified or registered mail, notify both the Commissioner and the purchasing official of the breaching Authorized User of the specific facts, circumstances and grounds upon which a breach will be declared.

d. It is understood, however, that if the Contractor's basis for declaring a breach is insufficient, the Contractor's declaration of breach and failure to service an Authorized User shall constitute a breach of its Contract and the Authorized User may thereafter seek any remedy available at law or equity.

64. INTEREST ON LATE PAYMENTS

a. **State Agencies** The payment of interest on certain payments due and owed by Agency may be made in accordance with Article 11-A of the State Finance Law (SFL §179-d et. Seq.) and Title 2 of the New York Code of Rules and Regulations, Part 18 (Implementation of Prompt Payment Legislation -2 NYCRR §18.1 et seq.).

b. **By Non-State Agencies** The terms of Article 11-A apply only to procurements by and the consequent payment obligations of Agencies. Neither expressly nor by any implication is the statute applicable to Non-State Authorized Users. Neither OGS nor the State Comptroller is responsible for payments on any purchases made by a Non-State Agency Authorized User.

c. **By Contractor** Should the Contractor be liable for any payments to the State hereunder, interest, late payment charges and collection fee charges will be determined and assessed pursuant to Section 18 of the State Finance Law.

65. REMEDIES FOR BREACH It is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law:..

a. **Cover/Substitute Performance** In the event of Contractor's material breach, the Commissioner may, with or without formally Bidding: (i) Purchase from other sources; or (ii) If the Commissioner is unsuccessful after making reasonable attempts, under the circumstances then existing, to timely obtain acceptable service or acquire replacement Product of equal or comparable quality, the Commissioner may acquire acceptable replacement Product of lesser or greater quality.

Such purchases may, in the discretion of the Commissioner, be deducted from the Contract quantity and payments due Contractor.

b. **Withhold Payment** In any case where a question of non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Commissioner. Should the amount withheld be finally paid, a cash discount originally offered may be taken as if no delay in payment had occurred.

c. **Bankruptcy** In the event that the Contractor files a petition under the U.S. Bankruptcy Code during the term of this Centralized Contract, Authorized Users may, at their discretion, make application to exercise its right to set-off against monies due the Debtor or, under the Doctrine of Recoupment, credit the Authorized User the amounts owed by the Contractor arising out of the same transactions.

d. **Reimbursement of Costs Incurred** The Contractor agrees to reimburse the Authorized User promptly for any and all additional costs and expenses incurred for acquiring acceptable services, and/or replacement Product. Should the cost of cover be less than the Contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is

successfully prosecuted for any default on the part of the Contractor, all costs and expenses expended or incurred by the Authorized User in connection therewith, including reasonable attorney's fees, shall be paid by the Contractor.

Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the Contract, the ordering Authorized User may rent substitute equipment temporarily. Any sums expended for such rental shall, upon demand, be reimbursed to the Authorized User promptly by the Contractor or deducted by the Authorized User from payments due or to become due the Contractor on the same or another transaction.

e. **Deduction/Credit** Sums due as a result of these remedies may be deducted or offset by the Authorized User from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the Authorized User the amount of such claim or portion of the claim still outstanding, on demand. The Commissioner reserves the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc., which arise from the administration of the Contract.

66. ASSIGNMENT OF CLAIM Contractor hereby assigns to the State any and all its claims for overcharges associated with this Contract which may arise under the antitrust laws of the United States, 15 USC Section 1, et. seq. and the antitrust laws of the State of New York, General Business Law Section 340, et. seq.

67. TOXIC SUBSTANCES Each Contractor furnishing a toxic substance as defined by Section 875 of the Labor Law, shall provide such Authorized User with not less than two copies of a material safety data sheet, which sheet shall include for each such substance the information outlined in Section 876 of the Labor Law.

Before any chemical product is used or applied on or in any building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by the Authorized User agency representative.

68. INDEPENDENT CONTRACTOR It is understood and agreed that the legal status of the Contractor, its agents, officers and employees under this Contract is that of an independent Contractor, and in no manner shall they be deemed employees of the Authorized User, and therefore are not entitled to any of the benefits associated with such employment. The Contractor agrees, during the term of this Contract, to maintain at Contractor's expense those benefits to which its employees would otherwise be entitled by law, including health benefits, and all necessary insurance for its employees, including worker's compensation, disability and unemployment insurance, and to provide the Authorized User with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, state and local taxes, and all FICA contributions.

69. SECURITY Contractor warrants, covenants and represents that it will comply fully with all security procedures of the Authorized User(s) in performance of the Contract including but not limited to physical, facility, documentary and cyber security rules, procedures and protocols.

70. COOPERATION WITH THIRD PARTIES The Contractor shall be responsible for fully cooperating with any third party, including but not limited to other Contractors or Subcontractors of the Authorized User, as necessary to ensure delivery of Product or coordination of performance of services.

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71. **CONTRACT TERM - RENEWAL** In addition to any stated renewal periods in the Contract, any Contract or unit portion thereof let by the Commissioner may be extended by the Commissioner for an additional period(s) of up to one year with the written concurrence of the Contractor and Comptroller. Such extension may be exercised on a month to month basis or in other stated periods of time during the one year extension.

72. **ADDITIONAL WARRANTIES** Where Contractor, product manufacturer or service provider generally offers additional or more advantageous warranties than set forth below, Contractor shall offer or pass through any such warranties to Authorized Users. Contractor hereby warrants and represents:

a. **Product Performance** Contractor warrants and represents that Products delivered pursuant to this Contract conform to the manufacturer's specifications, performance standards and documentation, and the documentation fully describes the proper procedure for using the Products.

b. **Title and Ownership Warranty** Contractor warrants, represents and conveys (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver perpetual license rights to any Products transferred to Authorized User under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor fully indemnifies the Authorized User for any loss, damages or actions arising from a breach of said warranty without limitation.

c. **Contractor Compliance** Contractor represents and warrants to pay, at its sole expense, for all applicable permits, licenses, tariffs, tolls and fees to give all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Commissioner that it meets or exceeds all requirements of the Bid/Contract and any applicable laws, including but not limited to, permits, insurance coverage, licensing, proof of coverage for worker's compensation, and shall provide such proof as required by the Commissioner. Failure to do so may constitute grounds for the Commissioner to cancel or suspend this Contract, in whole or in part, or to take any other action deemed necessary by the Commissioner.

d. **Product Warranty** Unless recycled or recovered materials are available in accordance with the "Recycled or Recovered Materials" clause, Product offered shall be standard new equipment, current model or most recent release of regular stock product with all parts regularly used with the type of equipment offered; and no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice.

Contractor further warrants and represents that components or deliverables specified and furnished by or through Contractor shall individually, and where specified and furnished as a system, be substantially uninterrupted or error-free in operation and guaranteed against faulty material and workmanship for the warranty period, or for a minimum of one (1) year from the date of acceptance, whichever is longer ("Project warranty period"). During the Project warranty period, defects in the materials or workmanship of components or deliverables specified and furnished by or through Contractor shall be repaired or replaced by Contractor at no cost or expense to the Authorized User. Contractor shall extend the Project warranty period for individual component(s), or for the System as a whole, as applicable, by the cumulative period(s) of time, after notification, during which an individual component or the System

requires servicing or replacement (down time) or is in the possession of the Contractor, its agents, officers, Subcontractors, distributors, resellers or employees ("extended warranty").

Where Contractor, the Independent Software Vendor "ISV," or other third party manufacturer markets any Project Deliverable delivered by or through Contractor with a standard commercial warranty, such standard warranty shall be in addition to, and not relieve the Contractor from, Contractor's warranty obligations during the project warranty and extended warranty period(s). Where such standard commercial warranty covers all or some of the Project warranty or extended warranty period(s), Contractor shall be responsible for the coordination during the Project warranty or extended warranty period(s) with ISV or other third party manufacturer(s) for warranty repair or replacement of ISV or other third party manufacturer's Product.

Where Contractor, ISV or other third party manufacturer markets any Project Deliverable with a standard commercial warranty which goes beyond the Project warranty or extended warranty period(s), Contractor shall notify the Authorized User and pass through the manufacturer's standard commercial warranty to Authorized User at no additional charge; provided, however, that Contractor shall not be responsible for coordinating services under the third party extended warranty after expiration of the Project warranty and extended warranty period(s).

e. **Replacement Parts Warranty** If during the regular or extended warranty period's faults develop, the Contractor shall promptly repair or, upon demand, replace the defective unit or component part affected. All costs for labor and material and transportation incurred to repair or replace defective Product during the warranty period shall be borne solely by the Contractor, and the State or Authorized User shall in no event be liable or responsible therefor.

Any part of component replaced by the Contractor under the Contract warranty shall be replaced at no cost to the Authorized User and guaranteed for the greater of: a) the warranty period under paragraph (d) above; or b) if a separate warranty for that part or component is generally offered by the manufacturer, the standard commercial warranty period offered by the manufacturer for the individual part or component.

f. **Virus Warranty** The Contractor represents and warrants that Licensed Software contains no known viruses. Contractor is not responsible for viruses introduced at Licensee's site.

g. **Date/Time Warranty** Contractor warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g., billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year

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calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.

This Date/Time Warranty shall survive beyond termination or expiration of this contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

h. Workmanship Warranty Contract warrants that all components or deliverables specified and furnished by or through Contractor under the Project Definition/Work Order meet the completion criteria set forth in the Project Definition/Work Order and any subsequent statement(s) of work, and that services will be provided in a workmanlike manner in accordance with industry standards.

i. Survival of Warranties All warranties contained in this Contract shall survive the termination of this Contract.

73. LEGAL COMPLIANCE Contractor represents and warrants that it shall secure all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Commissioner that it meets or exceeds all requirements of the Bid and Contract and any applicable laws, including but not limited to, permits, licensing, and shall provide such proof as required by the Commissioner. Failure to comply or failure to provide proof may constitute grounds for the Commissioner to cancel or suspend the Contract, in whole or in part, or to take any other action deemed necessary by the Commissioner. Contractor also agrees to disclose information and provide affirmations and certifications to comply with Sections 139-j and 139-k of the State Finance Law.

74. INDEMNIFICATION Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully indemnify and save harmless the Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the Authorized Users.

75. INDEMNIFICATION RELATING TO THIRD PARTY RIGHTS The Contractor will also indemnify and hold the Authorized Users harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs that may be finally assessed against the Authorized Users in any action for infringement of a United States Letter Patent, or of any copyright, trademark, trade secret or other third party proprietary right except to the extent such claims arise from the Authorized Users gross negligence or willful misconduct, provided that the State shall give Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor.

If usage shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion to take action in the following order of precedence: (i) to procure for the Authorized User the right to continue Usage (ii) to modify the service or Product so that Usage becomes non-infringing, and is of at least equal quality and performance; or (iii) to replace said service or Product or part(s) thereof, as applicable, with non-infringing service or Product of at least equal quality and performance. If the above remedies are not available, the parties shall terminate the Contract, in whole or in part as necessary and applicable, provided the Authorized User is given a refund for any amounts paid for the period during which Usage was not feasible.

The foregoing provisions as to protection from third party rights shall not apply to any infringement occasioned by modification by the Authorized User of any Product without Contractor's approval.

In the event that an action at law or in equity is commenced against the Authorized User arising out of a claim that the Authorized User's use of the service or Product under the Contract infringes any patent, copyright or proprietary right, and Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract. Contractor shall in such event protect the interests of the Authorized User and secure a continuance to permit the Authorized User to appear and defend its interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the Authorized User may have. This constitutes the Authorized User's sole and exclusive remedy for patent infringement, or for infringement of any other third party proprietary right.

76. LIMITATION OF LIABILITY Except as otherwise set forth in the Indemnification Paragraphs above, the limit of liability shall be as follows:

a. Contractor's liability for any claim, loss or liability arising out of, or connected with the Products and services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Products and services, or parts thereof forming the basis of the Authorized User's claim, (said amount not to exceed a total of twelve (12) months charges payable under the applicable Purchase Order) or (ii) one million dollars (\$1,000,000), whichever is greater.

b. The Authorized User may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Authorized User unless Contractor at the time of the presentation of claim shall demonstrate to the Authorized User's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.

c. Notwithstanding the above, neither the Contractor nor the Authorized User shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Authorized User, the Contractor, or by others.

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77. **INSURANCE** Contractor shall secure and maintain insurance coverage as specified in the Bid Documents and shall promptly provide documentation of specified coverages to the Authorized User. If specified, the Contractor may be required to add the Authorized User as an additional insured.

**THE FOLLOWING CLAUSES PERTAIN TO
TECHNOLOGY & NEGOTIATED CONTRACTS**

78. **SOFTWARE LICENSE GRANT** Where Product is acquired on a licensed basis the following shall constitute the license grant:

a. **License Scope** Licensee is granted a non-exclusive, perpetual license to use, execute, reproduce, display, perform, or merge the Product within its business enterprise in the United States up to the maximum licensed capacity stated on the Purchase Order. Product may be accessed, used, executed, reproduced, displayed or performed up to the capacity measured by the applicable licensing unit stated on the Purchase Order (i.e., payroll size, number of employees, CPU, MIPS, MSU, concurrent user, workstation). Licensee shall have the right to use and distribute modifications or customizations of the Product to and for use by any Authorized Users otherwise licensed to use the Product, provided that any modifications, however extensive, shall not diminish Licensor's proprietary title or interest. No license, right or interest in any trademark, trade name, or service mark is granted hereunder.

b. **License Term** The license term shall commence upon the License Effective Date, provided, however, that where an acceptance or trial period applies to the Product, the License Term shall be extended by the time period for testing, acceptance or trial.

c. **Licensed Documentation** If commercially available, Licensee shall have the option to require the Contractor to deliver, at Contractor's expense: (i) one (1) hard copy and one (1) master electronic copy of the Documentation in a mutually agreeable format; (ii) based on hard copy instructions for access by downloading from the Internet (iii) hard copies of the Product Documentation by type of license in the following amounts, unless otherwise mutually agreed:

- Individual/Named User License - one (1) copy per License
- Concurrent Users - 10 copies per site
- Processing Capacity - 10 copies per site

Software media must be in a format specified by the Authorized User, without requiring any type of conversion.

Contractor hereby grants to Licensee a perpetual license right to make, reproduce (including downloading electronic copies of the Product) and distribute, either electronically or otherwise, copies of Product Documentation as necessary to enjoy full use of the Product in accordance with the terms of license.

d. **Product Technical Support & Maintenance** Licensee shall have the option of electing the Product technical support and maintenance ("maintenance") set forth in the Contract by giving written notice to Contractor any time during the Centralized Contract term. Maintenance term(s) and any renewal(s) thereof are independent of the expiration of the Centralized Contract term and will not automatically renew.

Maintenance shall include, at a minimum, (i) the provision of error corrections, updates, revisions, fixes, upgrade and new releases to Licensee, and (ii) Help Desk assistance with locally accessible "800" or toll free, local telephone service, or alternatively on-line Help Desk accessibility. Contractor shall maintain the Products so as to

provide Licensee with the ability to utilize the Products in accordance with the Product documentation without significant functional downtime to its ongoing business operations during the maintenance term.

Authorized User shall not be required to purchase maintenance for use of Product, and may discontinue maintenance at the end of any current maintenance term upon notice to Contractor. In the event that Authorized User does not initially acquire or discontinues maintenance of licensed Product, it may, at any time thereafter, reinstate maintenance for Product without any additional penalties or other charges, by paying Contractor the amount which would have been due under the Contract for the period of time that such maintenance had lapsed, at then current NYS net maintenance rates.

e. **Permitted License Transfers** As Licensee's business operations may be altered, expanded or diminished, licenses granted hereunder may be transferred or combined for use at an alternative or consolidated site not originally specified in the license, including transfers between Agencies ("permitted license transfers"). Licensee(s) do not have to obtain the approval of Contractor for permitted license transfers, but must give thirty (30) days prior written notice to Contractor of such move(s) and certify in writing that the Product is not in use at the prior site. There shall be no additional license or other transfer fees due Contractor, provided that: i) the maximum capacity of the consolidated machine is equal to the combined individual license capacity of all licenses running at the consolidated or transferred site (e.g., named users, seats, or MIPS); or ii) if the maximum capacity of the consolidated machine is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system so as to restrict use and access to the Product to that unit of licensed capacity solely dedicated to beneficial use for Licensee. In the event that the maximum capacity of the consolidated machine is greater than the combined individual license capacity of all licenses running at the consolidated or transferred site, and a logical or physical partition or other means of restricting use is not available, the fees due Contractor shall not exceed the fees otherwise payable for a single license for the upgrade capacity.

f. **Restricted Use By Outsourcers / Facilities Management, Service Bureaus / or Other Third Parties** Outsourcers, facilities management or service bureaus retained by Licensee shall have the right to use the Product to maintain Licensee's business operations, including data processing, for the time period that they are engaged in such activities, provided that: 1) Licensee gives notice to Contractor of such party, site of intended use of the Product, and means of access; and 2) such party has executed, or agrees to execute, the Product manufacturer's standard nondisclosure or restricted use agreement which executed agreement shall be accepted by the Contractor ("Non-Disclosure Agreement"); and 3) if such party is engaged in the business of facility management, outsourcing, service bureau or other services, such third party will maintain a logical or physical partition within its computer system so as to restrict use and access to the program to that portion solely dedicated to beneficial use for Licensee. In no event shall Licensee assume any liability for third party's compliance with the terms of the Non-Disclosure Agreement, nor shall the Non-Disclosure Agreement create or impose any liabilities on the State or Licensee.

Any third party with whom a Licensee has a relationship for a state function or business operation, shall have the temporary right to use Product (e.g. JAVA Applets), provided that such use shall be limited to the time period during which the third party is using the Product for the function or business activity.

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g. **Archival Back-Up and Disaster Recovery** Licensee may use and copy the Product and related Documentation in connection with: i) reproducing a reasonable number of copies of the Product for archival backup and disaster recovery procedures in the event of destruction or corruption of the Product or disasters or emergencies which require Licensee to restore backup(s) or to initiate disaster recovery procedures for its platform or operating systems; ii) reproducing a reasonable number of copies of the Product and related Documentation for cold site storage. "Cold Site" storage shall be defined as a restorable back-up copy of the Product not to be installed until and after the declaration by the Licensee of a disaster; iii) reproducing a back-up copy of the Product to run for a reasonable period of time in conjunction with a documented consolidation or transfer otherwise allowed herein. "Disaster Recovery" shall be defined as the installation and storage of Product in ready-to-execute, back-up computer systems prior to disaster or breakdown which is not used for active production or development.

h. **Confidentiality Restrictions** The Product is a trade secret, copyrighted and proprietary product. Licensee and its employees will keep the Product strictly confidential, and Licensee will not disclose or otherwise distribute or reproduce any Product to anyone other than as authorized under the terms of Contract. Licensee will not remove or destroy any proprietary markings of Contractor.

i. **Restricted Use by Licensee** Except as expressly authorized by the terms of license, Licensee shall not:

- (i) Copy the Product;
- (ii) Cause or permit reverse compilation or reverse assembly of all or any portion of the Product;
- (iii) Export the Licensed Software in violation of any U.S. Department of Commerce export administration regulations.

79. **PRODUCT ACCEPTANCE** Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, Authorized User(s) shall have thirty (30) days from the date of delivery to accept hardware products and sixty (60) days from the date of delivery to accept all other Product. Where the Contractor is responsible for installation, acceptance shall be from completion of installation. Failure to provide notice of acceptance or rejection or a deficiency statement to the Contractor by the end of the period provided for under this clause constitutes acceptance by the Authorized User(s) as of the expiration of that period. The License Term shall be extended by the time periods allowed for trial use, testing and acceptance unless the Commissioner or Authorized User agrees to accept the Product at completion of trial use.

Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, Authorized User shall have the option to run testing on the Product prior to acceptance, such tests and data sets to be specified by User. Where using its own data or tests, Authorized User must have the tests or representative set of data available upon delivery. This demonstration will take the form of a documented installation test, capable of observation by the Authorized User, and shall be made part of the Contractor's standard documentation. The test data shall remain accessible to the Authorized User after completion of the test.

In the event that the documented installation test cannot be completed successfully within the specified acceptance period, and the Contractor or Product is responsible for the delay, Authorized User shall have the option to cancel the order in whole or in part, or to extend the testing period for an additional thirty (30) day increment. Authorized User shall notify Contractor of acceptance upon successful completion of the documented installation test. Such

cancellation shall not give rise to any cause of action against the Authorized User for damages, loss of profits, expenses, or other remuneration of any kind.

If the Authorized User elects to provide a deficiency statement specifying how the Product fails to meet the specifications within the testing period, Contractor shall have thirty (30) days to correct the deficiency, and the Authorized User shall have an additional sixty (60) days to evaluate the Product as provided herein. If the Product does not meet the specifications at the end of the extended testing period, Authorized User, upon prior written notice to Contractor, may then reject the Product and return all defective Product to Contractor, and Contractor shall refund any monies paid by the Authorized User to Contractor therefor. Costs and liabilities associated with a failure of the Product to perform in accordance with the functionality tests or product specifications during the acceptance period shall be borne fully by Contractor to the extent that said costs or liabilities shall not have been caused by negligent or willful acts or omissions of the Authorized User's agents or employees. Said costs shall be limited to the amounts set forth in the Limitation of Liability Clause for any liability for costs incurred at the direction or recommendation of Contractor.

80. **AUDIT OF LICENSED PRODUCT USAGE** Contractor shall have the right to periodically audit, no more than annually, at Contractor's expense, use of licensed Product at any site where a copy of the Product resides provided that: (i) Contractor gives Licensee(s) at least thirty (30) days advance written notice, (ii) such audit is conducted during such party's normal business hours, (iii) the audit is conducted by an independent auditor chosen on mutual agreement of the parties. Contractor shall recommend a minimum of three (3) auditing/accounting firms from which the Licensee will select one (1). In no case shall the Business Software Alliance (BSA), Software Publishers Association (SPA), Software and Industry Information Association (SIIA) or Federation Against Software Theft (FAST) be used directly or indirectly to conduct audits, or be recommended by Contractor; (iv) Contractor and Licensee are each entitled to designate a representative who shall be entitled to participate, and who shall mutually agree on audit format, and simultaneously review all information obtained by the audit. Such representatives also shall be entitled to copies of all reports, data or information obtained from the audit; and (v) if the audit shows that such party is not in compliance, Licensee shall be required to purchase additional licenses or capacities necessary to bring it into compliance and shall pay for the unlicensed capacity at the NYS Net Price in effect at time of audit, or if none, then at the Contractor's U.S. Commercial list price. Once such additional licenses or capacities are purchased, Licensee shall be deemed to have been in compliance retroactively, and Licensee shall have no further liability of any kind for the unauthorized use of the software.

81. **OWNERSHIP/TITLE TO PROJECT DELIVERABLES**

a. **Definitions**

(i) For purposes of this paragraph, "Products." A deliverable furnished under this Contract by or through Contractor, including existing and custom Products, including, but not limited to: a) components of the hardware environment, b) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings), whether printed in hard copy or maintained on diskette, CD, DVD or other electronic media c) third party software, d) modifications, customizations, custom programs, program listings, programming tools, data, modules, components, and e) any properties embodied therein, whether in tangible or intangible form (including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, object code).

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(ii) For purposes of this paragraph, "Existing Products." Tangible Products and intangible licensed Products that exist prior to the commencement of work under the Contract. Contractor bears the burden of proving that a particular product was in existence prior to the commencement of the Project.

(iii) For purposes of this paragraph, "Custom Products." Products, preliminary, final or otherwise, which are created or developed by Contractor, its Subcontractors, partners, employees or agents for Authorized User under the Contract.

b. Title to Project Deliverables Contractor acknowledges that it is commissioned by the Authorized User to perform the services detailed in the Purchase Order. Unless otherwise specified in writing in the Bid or Purchase Order, the Authorized User shall have ownership and license rights as follows:

(i) Existing Products:

1. **Hardware** - Title and ownership of Existing Hardware Product shall pass to Authorized User upon Acceptance.

2. **Software** - Title and ownership to Existing Software Product(s) delivered by Contractor under the Contract that is normally commercially distributed on a license basis by the Contractor or other independent software vendor proprietary owner ("Existing Licensed Product"), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or the proprietary owner of other independent software vendor(s) (ISV). Effective upon acceptance, such Product shall be licensed to Authorized User in accordance with the Contractor or ISV owner's standard license agreement, provided, however, that such standard license, must, at a minimum: (a) grant Authorized User a non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless Contractor advises Authorized User as part of Contractor's proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the Authorized User's satisfaction) and distribute Existing Licensed Product to the Authorized User up to the license capacity stated in the Purchase Order or work order with all license rights necessary to fully effect the general business purpose(s) stated in the Bid or Authorized User's Purchase Order or work order, including the financing assignment rights set forth in paragraph (c) below; and (b) recognize the State of New York as the license where the Authorized User is a state agency, department, board, commission, office or institution. Where these rights are not otherwise covered by the ISV's owner's standard license agreement, the Contractor shall be responsible for obtaining these rights at its sole cost and expense. The Authorized User shall reproduce all copyright notices and any other legend of ownership on any copies authorized under this paragraph.

(ii) **Custom Products:** Effective upon creation of Custom Products, Contractor hereby conveys, assigns and transfers to Authorized User the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor, its agents, employees, or Subcontractors. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a Purchase Order, project definition or work order in the course of Contractor's business. Authorized User may, by providing written notice thereof to the Contractor, elect in the alternative to take a non-exclusive perpetual license to Custom Products in lieu of Authorized User taking exclusive ownership and title to such Products. In such case, Licensee on behalf of all Authorized Users shall be granted a

non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt and distribute Custom Product as necessary to fully effect the general business purpose(s) as stated in paragraph (b)(i)(2), above.

c. Transfers or Assignments to a Third Party Financing Agent It is understood and agreed by the parties that a condition precedent to the consummation of the purchase (s) under the Contract may be the obtaining of acceptable third party financing by the Authorized User. The Authorized User shall make the sole determination of the acceptability of any financing proposal. The Authorized User will make all reasonable efforts to obtain such financing, but makes no representation that such financing has been obtained as of the date of Bid receipt. Where financing is used, Authorized User may assign or transfer its rights in Licensed Products (existing or custom) to a third party financing entity or trustee ("Trustee") as collateral where required by the terms of the financing agreement. Trustee's sole rights with respect to transferability or use of Licensed Products shall be to exclusively sublicense to Authorized User all of its Licensee's rights under the terms and conditions of the License Agreement; provided, further, however, in the event of any termination or expiration of such sublicense by reason of payment in full, all of Trustee's rights in such Licensed Product shall terminate immediately and Authorized User's prior rights to such Existing Licensed Product shall be revived.

d. Sale or License of Custom Products Involving Tax-Exempt Financing (i.e., Certificates of Participation - COPS) The Authorized User's sale or other transfer of Custom Products which were acquired by the Authorized User using third party, tax-exempt financing may not occur until such Custom Products are, or become, useable. In the event that the Contractor wishes to obtain ownership rights to Custom Product(s), the sale or other transfer shall be at fair market value determined at the time of such sale or other transfer, and must be pursuant to a separate written agreement in a form acceptable to the Authorized User which complies with the terms of this paragraph.

e. Contractor's Obligation with Regard to ISV (Third Party) Product Where Contractor furnishes Existing Licensed Product(s) as a Project Deliverable, and sufficient rights necessary to effect the purposes of this section are not otherwise provided in the Contractor or ISV's standard license agreement, Contractor shall be responsible for obtaining from the ISV third party proprietary owner/developer the rights set forth herein to the benefit of the Authorized User at Contractor's sole cost and expense.

82. PROOF OF LICENSE The Contractor must provide to each Licensee who places a Purchase Order either: (i) the Product developer's certified License Confirmation Certificates in the name of such Licensee; or (ii) a written confirmation from the Proprietary owner accepting Product invoice as proof of license. Contractor shall submit a sample certificate, or alternatively such written confirmation from the proprietary developer. Such certificates must be in a form acceptable to the Licensee.

83. PRODUCT VERSION Purchase Orders shall be deemed to reference Manufacturer's most recently released model or version of the Product at time of order, unless an earlier model or version is specifically requested in writing by Authorized User and Contractor is willing to provide such version.

84. CHANGES TO PRODUCT OR SERVICE OFFERINGS

a. Product or Service Discontinuance Where Contractor is the Product Manufacturer/Developer, and Contractor publicly announces to all U.S. customers ("date of notice") that a Product is being withdrawn from the U.S. market or that maintenance service or technical support provided by Contractor ("withdrawn support") is no

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longer going to be offered, Contractor shall be required to: (i) notify the Commissioner, each Licensee and each Authorized User then under contract for maintenance or technical support in writing of the intended discontinuance; and (ii) continue to offer Product or withdrawn support upon the Contract terms previously offered for the greater of: a) the best terms offered by Contractor to any other customer, or b) not less than twelve (12) months from the date of notice; and (iii) at Authorized User's option, provided that the Authorized User is under contract for maintenance on the date of notice, either: provide the Authorized User with a Product replacement or migration path with at least equivalent functionality at no additional charge to enable Authorized User to continue use and maintenance of the Product.

In the event that the Contractor is not the Product Manufacturer, Contractor shall be required to: (i) provide the notice required under the paragraph above, to the entities described within five (5) business days of Contractor receiving notice from the Product Manufacturer, and (ii) include in such notice the period of time from the date of notice that the Product Manufacturer will continue to provide Product or withdraw support.

The provisions of this subdivision (a) shall not apply or eliminate Contractor's obligations where withdrawn support is being provided by an independent Subcontractor. In the event that such Subcontractor ceases to provide service, Contractor shall be responsible for subcontracting such service, subject to state approval, to an alternate Subcontractor.

b. Product or Service Re-Bundling In the event that Contractor is the Product manufacturer and publicly announces to all U.S. customers ("date of notice") that a Product or maintenance or technical support offering is being re-bundled in a different manner from the structure or licensing model of the prior U.S. commercial offering, Contractor shall be required to: (i) notify the State and each Authorized User in writing of the intended change; (ii) continue to provide Product or withdrawn support upon the same terms and conditions as previously offered on the then-current NYS Contract for the greater of: a) the best terms offered by Contractor to any other customer, or b) not less than twelve (12) months from the date of notice; and (iii) shall submit the proposed rebundling change to the Commissioner for approval prior to its becoming effective for the remainder of the Contract term. The provisions of this section do not apply if the Contractor is not the Product manufacturer.

85. NO HARDSTOP/PASSIVE LICENSE MONITORING

Unless an Authorized User is otherwise specifically advised to the contrary in writing at the time of order and prior to purchase, Contractor hereby warrants and represents that the Product and all Upgrades do not and will not contain any computer code that would

disable the Product or Upgrades or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as "time bombs," "time locks," or "drop dead" devices) or that would permit Contractor to access the Product to cause such disablement or impairment (sometimes referred to as a "trap door" device). Contractor agrees that in the event of a breach or alleged breach of this provision that Authorized User shall not have an adequate remedy at law, including monetary damages, and that Authorized User shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which Authorized User shall be entitled.

86. SOURCE CODE ESCROW FOR LICENSED PRODUCT

If Source Code or Source Code escrow is offered by either Contractor or Product manufacturer or developer to any other commercial customers, Contractor shall either: (i) provide Licensee with the Source Code for the Product; or (ii) place the Source Code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the State, and who shall be directed to release the deposited Source Code in accordance with a standard escrow agreement acceptable to the State; or (iii) will certify to the State that the Product manufacturer/developer has named the State, acting by and through the Authorized User, and the Licensee, as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the State and Licensee, and who shall be directed to release the deposited Source Code in accordance with the terms of escrow. Source Code, as well as any corrections or enhancements to such source code, shall be updated for each new release of the Product in the same manner as provided above and such updating of escrow shall be certified to the State in writing. Contractor shall identify the escrow agent upon commencement of the Contract term and shall certify annually that the escrow remains in effect in compliance with the terms of this paragraph.

The State may release the Source Code to Licensees under this Contract who have licensed Product or obtained services, who may use such copy of the Source Code to maintain the Product.

FOR NEGOTIATED CONTRACTS THE FOLLOWING CLAUSES ARE RESERVED BECAUSE BIDDING DOES NOT APPLY:

Clauses: 7, 8, 9, 10, 11, 12, 13, 16, 15, 21, 25, 26, 28, 29, 30, 31, 32, 33, 36, 49, 50, 52, 54 and 37

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APPENDIX C: BID SHEETS

NOTE: The initial review for Appendix C will be for completeness. This will be a pass or fail review. Submissions that do not meet all requirements as outlined in Section VI, will not receive any further evaluation and will be deemed non-responsive.

For all documents in Appendix C requiring an original signature, the same corporate individual who is authorized to sign and bind the company should sign all documents.

All documents in Appendix C requiring original signatures are identified as being required to be submitted as original copies in duplicate, except for the Proposal Form Signature Pages, which need to be provided in Triplicate. Please reference Section IV: Format and Content, Bidders' Proposal Checklist (Pages 62-64) and Bidders' Proposal Checklist (Pages 67-69).

CURRENT CONTRACT HOLDERS' Proposal Form

Current Contract Holders' submitting Regular adds for New Lots/Regions **are required** to complete, sign and include with their proposal, Current Contract Holders' Proposal Form (Pages 103 and 104) as per Sec. VI and Sec. III.21.

If a bidder was NOT AWARDED a contract as a result of RFP 20191 when it was previously issued (either not submitting a bid, or being determined to be non-responsive), the bidder **must** complete the Proposal Form Signature Page (see Pages 104 and 105).

PLEASE NOTE: Any Bidder who does not hold a contract issued as a result of RFP 20191 who only completes the Current Contract Holders' Proposal Form **WILL** be found Non-Responsive and Disqualified from being recommended for Contract Award. There will be **NO EXCEPTIONS**.

Bidders should review the list of contractors under Group 77201, Award 20191, posted on the OGS website at the following link:

<http://www.ogs.state.ny.us/purchase/snt/awardnotes/7720120191can.pdf>

CURRENT CONTRACT HOLDERS' PROPOSAL FORM

(This page is only to be completed by vendors previously awarded a contract as a result of RFP 20191 who are submitting a Regular Add Update Request for new Lots/Regions)

NYS/OGS Procurement Services Group
Corning Tower - 38th Floor
The Governor Nelson A. Rockefeller Empire State Plaza
Albany, New York 12242

NOTE: Current Contract Holders' Proposal Form must be completed and signed in triplicate.

People:

Contract PT ___ held by _____ was awarded the following (please indicate) below as a result of RFP 20191:

ALL REGIONS (Statewide): Lot 1: ___ Lot 2: ___ Lot 3: ___ Lot 4: ___ Lot 5: ___

or

Region 1: Lot 1: ___ Lot 2: ___ Lot 3: ___ Lot 4: ___ Lot 5: ___
Region 2: Lot 1: ___ Lot 2: ___ Lot 3: ___ Lot 4: ___ Lot 5: ___
Region 3: Lot 1: ___ Lot 2: ___ Lot 3: ___ Lot 4: ___ Lot 5: ___
Region 4: Lot 1: ___ Lot 2: ___ Lot 3: ___ Lot 4: ___ Lot 5: ___
Region 5: Lot 1: ___ Lot 2: ___ Lot 3: ___ Lot 4: ___ Lot 5: ___
Region 6: Lot 1: ___ Lot 2: ___ Lot 3: ___ Lot 4: ___ Lot 5: ___
Region 7: Lot 1: ___ Lot 2: ___ Lot 3: ___ Lot 4: ___ Lot 5: ___
Region 8: Lot 1: ___ Lot 2: ___ Lot 3: ___ Lot 4: ___ Lot 5: ___
Region 9: Lot 1: ___ Lot 2: ___ Lot 3: ___ Lot 4: ___ Lot 5: ___

Contractor _____ is requesting by their proposal to add the following Lots/Regions to contract PT ___ and will maintain the established pricing and percent discount structure established under PT ___.

Check all that apply*:

ALL REGIONS (Statewide): Lot 1: ___ Lot 2: ___ Lot 3: ___ Lot 4: ___ Lot 5: ___

or

Region 1: Lot 1: ___ Lot 2: ___ Lot 3: ___ Lot 4: ___ Lot 5: ___
Region 2: Lot 1: ___ Lot 2: ___ Lot 3: ___ Lot 4: ___ Lot 5: ___
Region 3: Lot 1: ___ Lot 2: ___ Lot 3: ___ Lot 4: ___ Lot 5: ___
Region 4: Lot 1: ___ Lot 2: ___ Lot 3: ___ Lot 4: ___ Lot 5: ___
Region 5: Lot 1: ___ Lot 2: ___ Lot 3: ___ Lot 4: ___ Lot 5: ___

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Region 6:	Lot 1: _____	Lot 2: _____	Lot 3: _____	Lot 4: _____	Lot 5: _____
Region 7:	Lot 1: _____	Lot 2: _____	Lot 3: _____	Lot 4: _____	Lot 5: _____
Region 8:	Lot 1: _____	Lot 2: _____	Lot 3: _____	Lot 4: _____	Lot 5: _____
Region 9:	Lot 1: _____	Lot 2: _____	Lot 3: _____	Lot 4: _____	Lot 5: _____

*Bidders should indicate Statewide (All Regions), Region and Lot(s) being bid in the specific Region or Regions (Statewide).

NOTE: For regions refer to Page 8.

This contract is comprised of the Request for Proposals # 20191, dated August 3, 2010.

NOTE: NO DECREASES TO THE ESTABLISHED PERCENT DISCOUNT STRUCTURE OF ANY EXISTING CONTRACT AWARDED AS A RESULT OF RFP 20191 WILL BE ACCEPTED.

_____ (insert Contractor name), a current contract holder of Security Systems and Solutions Contract Number PT_____ (insert Contract number) hereby certifies that there have been no changes other than those set forth on the attached Contract Update form and the accompanying documentation. _____ (insert Contractor name) agrees to continue to abide by all terms and conditions of their existing contract, as well as any provisions of RFP 20191, version August 25, 2010.

CONTRACTOR NAME

Federal Identification Number: _____

BY: _____

Title: _____

Date: _____

Proposal Form Signature Page

Bidders **are required** to complete, sign and include in their proposal three original Proposal Forms Pages (Page 104-105). The signer should be the same individual who signed the Cover Page and Bidders'/Current Contract Holders' Proposal Form.

20191

PROCUREMENT SERVICES GROUP

PROPOSAL FORM/SIGNATURE PAGE

NYS/OGS Procurement Services Group
Corning Tower - 38th Floor
The Governor Nelson A. Rockefeller Empire State Plaza
Albany, New York 12242

NOTE: Proposal Form must be completed and signed in triplicate.

People:

_____ agrees to provide all necessary products, installations, system integration, turn key solutions and maintenance in accordance with the specifications in this Request For Proposal, for Security Systems and Solutions for the regions indicated below for the prices on the attached Price Sheets :

Proposals are being submitted for the following regions

Check all that apply*:

ALL REGIONS (Statewide): Lot 1: ___ Lot 2: ___ Lot 3: ___ Lot 4: ___ Lot 5: ___

or

- Region 1: Lot 1: ___ Lot 2: ___ Lot 3: ___ Lot 4: ___ Lot 5: ___
Region 2: Lot 1: ___ Lot 2: ___ Lot 3: ___ Lot 4: ___ Lot 5: ___
Region 3: Lot 1: ___ Lot 2: ___ Lot 3: ___ Lot 4: ___ Lot 5: ___
Region 4: Lot 1: ___ Lot 2: ___ Lot 3: ___ Lot 4: ___ Lot 5: ___
Region 5: Lot 1: ___ Lot 2: ___ Lot 3: ___ Lot 4: ___ Lot 5: ___
Region 6: Lot 1: ___ Lot 2: ___ Lot 3: ___ Lot 4: ___ Lot 5: ___
Region 7: Lot 1: ___ Lot 2: ___ Lot 3: ___ Lot 4: ___ Lot 5: ___
Region 8: Lot 1: ___ Lot 2: ___ Lot 3: ___ Lot 4: ___ Lot 5: ___
Region 9: Lot 1: ___ Lot 2: ___ Lot 3: ___ Lot 4: ___ Lot 5: ___

*Bidders should indicate Statewide (All Regions), Region and Lot(s) being bid in the specific Region or Regions (Statewide).

NOTE: For regions refer to Page 8.

This contract is comprised of the Request for Proposals # 20191, the Bidder's proposal, and all correspondence resulting from the evaluation process.

AGENCY CERTIFICATION (In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.)

Principal place of business is the location of the primary control, direction and management of the enterprise.

State of _____
Bidder's Principal Place of Business

AGENCY SIGNATURE

CONTRACTOR'S SIGNATURE

DATED _____

PRINT NAME

TITLE

COMPANY

ADDRESS

CITY STATE/ZIP

TELEPHONE NUMBER

FEDERAL I.D. NUMBER

DATE

NEW YORK STATE
ATTORNEY GENERAL'S SIGNATURE

NEW YORK STATE
COMPTROLLER'S SIGNATURE

DATED _____

DATED _____

20191

PROCUREMENT SERVICES GROUP**Notarized Corporate Acknowledgment Form**

Bidders **are required** to complete, sign, notarize, and include with their proposal, two original Corporate Acknowledgement Forms (Page 129).

The individual listed on the Corporate Acknowledgement Page must be able to sign and bind the bidder. This page should also reflect the signer both the Cover Page (Page 1), and the Proposal Form Signature Page (Page 104 and 105).

CORPORATE ACKNOWLEDGMENT

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PROCUREMENT SERVICES GROUP

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF }
: SS.:
COUNTY OF }

On the ___ day of _____ in the year 20 __, before me personally appeared
_____, known to me to be the person who executed the foregoing
instrument, who, being duly sworn by me did depose and say that he resides at _____,
Town of _____, County of _____,
State of _____; and further that:

[Check One]

() If an individual): he executed the foregoing instrument in his/her name and on his/her own behalf.

() If a corporation): he is the _____ of _____
, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation,
he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein;
and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said
corporation as the act and deed of said corporation.

() If a partnership): he is the _____ of _____
the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute
the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that
authority, he executed the foregoing instrument in the name of and on behalf of said partnership as the act and
deed of said partnership.

() If a limited liability company): he is a duly authorized member of _____
LLC, the limited liability company described in said instrument; that he is authorized to execute the foregoing
instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that
authority, he executed the foregoing instrument in the name of and on behalf of said limited liability company
as the act and deed of said limited liability company.

Notary Public Registration No. Signature: _____ Date: _____
Print Name: _____

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PROCUREMENT SERVICES GROUP**Signed Addenda**

Bidders **are required** to complete, sign, and include two original signed Addenda (e.g. Addendum # 1, Addendum # 2, etc.) to the RFP as issued by the Office of General Services.

ACCEPTANCE OF TERMS AND CONDITIONS

Bidders **are required** to complete and include with their proposal, the following form by checking each "Accept" or "Decline" to reflect if they accept or reject all terms and conditions (Pages 109-110).

Please Note: Any decline may result in disqualification from recommendation for contract award (ref. OGS Answer 79 - Bid Solicitation Update 20191p01.doc/T07jb, dated August 27, 2010)

20191

**PROCUREMENT SERVICES GROUP
ACCEPTANCE FORM FOR TERMS AND CONDITIONS**

	<u>LOT 1 – Product</u>	<u>LOT 2 – Product & Maint.</u>	<u>LOT 3 – Product, Install., Integration, & Maint.</u>	<u>LOT 4 – Installation</u>	<u>LOT 5 – Integration</u>
<u>III.1 Non-Collusive Bidding Certification</u>	☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline
<u>III.3 Appendix A</u>	☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline
<u>III.4 Appendix B</u>	☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline
<u>III.5 Conflict of Terms and Conditions</u>	☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline
<u>III.6 NYS Standard Vendor Responsibility</u>	☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline
<u>III.7 Tax Law</u>	☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline
<u>III.8 Freedom of Information Law</u>	☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline
<u>III.9 Mercury Added Consumer Products</u>	☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline
<u>III.10 Term of Contract</u>	☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline
<u>III.11 Cancellation for Convenience</u>	☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline
<u>III.12 Extraneous Terms</u>	☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline
<u>III.13 Performance & Payment Bond</u>		☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline
<u>III.14 Administrative & Reporting Requirements</u>	☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline
<u>III.15 Prevailing Wage Rate Schedules</u>		☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline
<u>III.15.1 Adjustments to the Prevailing Wage Rate Schedules</u>		☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline
<u>III.16 Contractors Insurance Requirements</u>		☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline	☐ Accept ☐ Decline

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PROCUREMENT SERVICES GROUP

<u>III.17 Corporate Merger/Acquisition/ Takeover</u>	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline
<u>III.18 Notices</u>	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline
<u>III.19 Contractor & Subcontractor Responsibilities</u>	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline
<u>III.20 Establish & Maintain Pricing</u>	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline
<u>III.21 Contract Update Procedures</u>	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline
<u>III.22 Emerging Technologies</u>	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline
<u>III.23 Procurement Lobbying Termination</u>	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline
<u>III.24 Summary Policies and Procedures of Procurement Lobbying</u>	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline
<u>III.25 Diesel Emission Reduction Act of 2006</u>	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline
<u>III.26 Article 15-A MWBE Requirements and Procedures</u>	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline
<u>V.3 NYS Procurement Rights</u>	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline
<u>V-4 Liability for Proposal Preparation Expense</u>	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline
<u>V.5 Notification of Award</u>	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline
<u>V.6 Price Sheets/Proposal Form</u>	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline
<u>VI.2 Format and Content of Bid Submittal</u>	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline	☞ Accept ☞ Decline

Questionnaire Pages

Bidders **are required** to complete and include with their proposal the Questionnaire Forms (Pages 113-120), including the Lot 1/Lot 2/Lot 3 Discount Summary Page and the Reasonableness of Price Questionnaire.

Bidders must use the versions of Lot 1/Lot 2/Lot 3 Percent Discount Summary Page dated July 5, 2010.

1. Bidders **MUST** base their bids on the latest revision of the manufacturer's officially published catalog in effect and identified as of the time of the bid opening.
2. Bidders shall provide the following information for each Cost Proposal Pricing Pages for LOTS 1, 2, and 3:
 - A Manufacturer of equipment offered
 - B Name of Manufacturer's officially published catalog (with MSRP) and/or the page numbers of the applicable product pages from the catalog, which includes a description of equipment, options, features and accessories offer
 - C Date of Catalog

The catalog **MUST** also contain the manufacturer's suggested retail prices/commercially-based list prices for all items.

Option I and Option II Discounts:

The Bidder is to complete the Cost Proposal Pricing Pages for LOTS 1, 2, and 3 bid according to the manufacturer's officially published catalog used and indicate the types of discounts that are bid on the NYS Net Price Sheets. The Cost Proposal Pricing Pages contain fields for the NYS Net Price discounts (Option I and Option II). The Bidder may enter percent discounts in one of the following two ways:

Option I - a uniform percentage discount per LOT/Product Line. The Bidder shall insert the discount in the field to the right of "**Option I**" on the Bid Sheet.

Option II - itemized pricing based on a uniform percentage discount per product category offered within a LOT/product line (e.g. Bidder aligns each item offered with a category defined by a letter. In the case of multiple manufacturers within a LOT, bidders may indicate a uniform percentage discount for the particular manufacturers' product line(s) or subsets within manufacturers' product line(s), being bid. Category A or Manufacturer A may have a discount of 25% for trunked system control or Category B may have a discount of 10% for antenna systems and so forth). The Bidder shall insert a checkmark in the field to the right of "**Option II**" on the Bid Sheet. The Bidder shall also attach a table that indicates the category designations (e.g. A, B), category descriptions (e.g. trunked system control, antennas), and category discounts (e.g. 25%, 10%). Please see the example below:

<u>Category/Manufacturer</u>	<u>Description</u>	<u>Discount</u>
A	Domed Cameras	25%
B	Stand Alone Cameras	10%

PROCUREMENT SERVICES GROUP
REASONABLENESS OF PRICE

- A. Bidders bidding Lots 1, 2, and/or 3 **must** demonstrate Reasonableness of Price for each Manufacturer's product line offered by providing comparable pricing as follows:
1. Pricing on any contracts awarded by GSA, Veteran's Administration (VA), Department of Defense (DOD), and other government entities
 2. Pricing offered on any other state government contract,
 3. Pricing on any previously awarded NYS contract,
 4. Pricing offered by other Bidders for this solicitation,
 5. Pricing offered by bidders to their best commercial (public or private) customer(s), and/or
 6. Providing other information deemed necessary by the Office of General Services

For any comparable pricing used to demonstrate Reasonableness of Price for each Manufacturer's Product line offered, the following information should be entered into the final four columns in the NYS Net Pricing Pages:

- b. Product/Model Number
- c. List Price/MSRP
- d. Percent discount offered
- e. Net Price

- B. Bidders bidding Lots 2, 3, 4, and/or 5 are required to demonstrate Reasonableness of Price for Total Hourly Rates for Job Titles not included in an NYSDOL Prevailing Wage Rate by providing comparable Total Hourly Rates offered as follows:
1. Pricing on any contracts awarded by GSA, Veteran's Administration (VA), Department of Defense (DOD), and other government entities
 2. Pricing on any other state government contract,
 3. Pricing on any previously awarded NYS contract,
 4. Pricing offered by other Bidders for this solicitation,
 5. Pricing offered by bidders to their best commercial (public or private) customer(s), and/or
 6. Providing other information deemed necessary by the Office of General Services

For any comparable pricing used to demonstrate Reasonableness of Price for each Total Hourly Rate, the comparable Total Hourly Rate shall be entered into the final column of applicable NYS Net Pricing Pages.

20191 PROCUREMENT SERVICES GROUP QUESTIONNAIRE PAGES

Lot 1/Lot 2/Lot 3: Percent Discount Summary Table

PLEASE USE BLACK INK OR TYPEWRITER WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

=> => => => => =>

Bidder

Manufacturer of equipment offered:
Name of Manufacturer's officially published catalog (with MSRP),
and/or the page numbers of the applicable pages from the catalog:
Date of Catalog:

You may bid using one of the following Options:

Option I Discount
Uniform NYS Net Price Equipment discount from MSRP* %

Or

Option II
Category discount/ net pricing itemized.*
Bidders must describe the category bid and attach applicable price pages. Attach 2 Electronic NYS Net Price lists.

Table with 3 columns: Category, Description, Discount %

Manufacturer of equipment offered:
Name of Manufacturer's officially published catalog (with MSRP),
and/or the page numbers of the applicable pages from the catalog:
Date of Catalog:

You may bid using one of the following Options:

Option I Discount
Uniform NYS Net Price Equipment discount from MSRP* %

Or

Option II
Category discount/ net pricing itemized.*
Bidders must describe the category bid and attach applicable price pages. Attach 2 Electronic NYS Net Price lists.

Table with 3 columns: Category, Description, Discount %

*Bidders must fully describe % discounts. If the discounts are aligned with any other contract a reference is insufficient. The applicable pages must be attached that correspond to any discounts offered.

Duplicate if Additional Sheets are Required

Bidders must also complete the NYS NET PRICING PAGES (UNPROTECTED EXCEL).

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PROCUREMENT SERVICES GROUP

Reasonableness of Price

PLEASE USE BLACK OR BLUE INK OR TYPEWRITER WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

=> => => => => =>

Bidder

NOTES TO BIDDERS: FAILURE TO ANSWER THE QUESTIONS WILL DELAY THE EVALUATION OF YOUR BID AND MAY RESULT IN REJECTION OF YOUR BID.

Please provide the following information for the Manufacturer's Officially Published Catalog Offered:

LOT No.#: _____
Name of Catalog*: _____
Date of Catalog*: _____

*These two items do not apply to Lots 4 and 5

Do you have a contract with the General Services Administration (GSA), Veterans Affairs (VA), Department of Defense (DOD), or other Federal Government Agency for products offered? (Check all that apply.)

___ GSA ___ VA
___ DOD ___ Other
___ NO

If yes, are you offering NYS pricing equal to or better than GSA, VA, DOD, or other Federal Agency contract?

___ YES ___ NO

If no, please confirm you are including a written explanation of why equal to or better pricing is not being offered.

___ YES ___ NO

Have you entered the GSA, VA, DOD, or other Federal Agency pricing into the NYS Net Pricing Pages comparable pricing columns.

___ YES ___ NO

If you have another state contract for products/services offered, please provide the name of the state and the contract number:

For state contract referenced above, will you offer New York State pricing equal to or better than your other state contract pricing?

___ YES ___ NO

If no, please confirm you are including a written explanation of why equal to or better pricing is not being offered.

___ YES ___ NO

If bidder has another state contract, have you entered the pricing into the NYS Net Pricing Pages comparable pricing columns?

___ YES ___ NO

If Bidder has a contract for products offered with a best commercial customer outside of GSA, VA, DOD, another Federal Agency, or anotherstate, please provide the name of the customer:

For best commercial customer contract referenced above, will Bidder offer New York State pricing equal to or better than the pricing for the best commercial customer?

___ YES ___ NO

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PROCUREMENT SERVICES GROUP

USE BLACK INK WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

Bidder

NOTES TO BIDDERS: FAILURE TO ANSWER THE QUESTIONS WILL DELAY THE EVALUATION OF YOUR BID AND MAY RESULT IN REJECTION OF YOUR BID.

Is this product available only on a "direct from the manufacturer basis" or can pricing be obtained from dealers or distributors? Check one:

___ Manufacturer ___ Dealers or Distributors

If you are a manufacturer and have checked "Dealers or Distributors," attach listing of authorized dealers and distributors.

___ YES ___ NO

Do you have your catalog available on the Internet?

___ YES ___ NO

If yes, do you have the ability to make NYS pricing available on line?

___ YES ___ NO

Does bidder offer Electronic Access Ordering (EDI)?

___ YES ___ NO

If awarded a contract, will bidder accept the New York State Procurement Card for orders not to exceed \$15,000?

___ YES ___ NO

If bidder limits the maximum acceptable card amount to less than \$15,000, indicate the maximum amount:

\$ _____

Additional discount for purchases made with the NYS Procurement Card:

___ %

If awarded a contract, will bidder honor orders for less than the minimum order?

___ YES ___ NO

If YES, will shipping costs be added in accordance with the "Minimum Order" clause?

___ YES ___ NO

OR

If YES, will bidder ship at no additional cost?

___ YES ___ NO

Person to contact for Clarifications Related to this RFP Response (

Name:

Title:

Telephone Number:

Toll Free Telephone Number:

Fax Number:

E-Mail Address:

()

()

()

20191 PROCUREMENT SERVICES GROUP

PLEASE USE BLACK INK OR TYPEWRITER WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

Bidder

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

Person or persons to contact for New York State contract orders:

Name:

Title:

Telephone Number:

()

Toll Free Telephone Number:

()

Fax Number:

()

E-Mail Address:

20191 PROCUREMENT SERVICES GROUP

PLEASE USE BLACK INK OR TYPEWRITER WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

Bidder

=> => => => => =>

BIDDERS PLEASE ANSWER THE FOLLOWING QUESTIONS:

- 1. Is your company a Minority or Women-Owned Business Enterprise, certified in accordance with Article 15A of the New York State Executive Law as defined below?
2. Is your company listed in the Empire State Development Directory of Certified Minority and Women Owned Businesses?

YES NO
YES NO

http://www.empire.state.ny.us/Small and Growing Businesses/mwbe.asp

NOTE: Contractors certified and listed in the Empire State Development's Directory of Certified Minority and Women-Owned Business Enterprises* will be identified by OGS as MBEs and/or WBEs in the OGS Contract Award Notification upon award of the contract.

MINORITY-OWNED
WOMEN-OWNED
MINORITY AND WOMEN-OWNED

*For further information and or application please contact New York State Department of Economic Development, Division of Minority and Women-Owned Business Enterprise at 518-292-5250 (Albany) or 212-803-2414 (New York City).

"Minority or Women-Owned Business Enterprise" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:

- (a) at least fifty-one percent owned and controlled by the minority members and/or women;
(b) an enterprise in which such minority and/or women ownership interest is real, substantial and continuing;
(c) an enterprise in which such minority and/or women ownership has and exercises the authority to independently control the day-to-day business decisions; and
(d) an enterprise independently owned, operated and authorized to do business in New York State.

- 3. Is your company a New York Small Business Concern as defined in accordance with Article 11 of the New York State Finance Law?

YES NO

"Small Business Concern" means a business which:

- (a) is resident in New York State;
(b) is independently owned and operated;
(c) is not dominant in its field; and,
(d) employs one hundred or fewer persons.

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PLEASE USE BLACK INK OR TYPEWRITER WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

Bidder

=> => => => => =>

4. Total number of people employed by your business in New York State:

5. PLACE OF MANUFACTURE OF PRODUCT(S) BID: (Indicate Yes or No for either A, B or C)

- A. All NYS Manufacture
B. All Manufactured outside NYS
C. Manufactured In NYS and Outside NYS
If yes to C above, Location (State) where more than half the value is added to the product(s) bid:

YES NO
YES NO
YES NO

State of _____

6. BIDDER'S PRINCIPAL PLACE OF BUSINESS*:

*"Principal Place of Business" is the location of the primary control, direction and management of the enterprise.

State of _____

7. "NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND: MacBRIDE FAIR EMPLOYMENT PRINCIPLES"

In accordance with Section 165 of the State Finance Law, the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either:

(Answer Yes or No to one or both of the following, as applicable),

A. have business operations in Northern Ireland:

YES NO

If yes,

B. shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to non-discrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of compliance with such Principles.

YES NO

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PROCUREMENT SERVICES GROUP

PLEASE USE BLACK INK OR TYPEWRITER WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

=> => => => => =>

Bidder

8. BIDDER/OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Pursuant to Procurement Lobbying Law (SFL §139-j)

A. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?

_____ YES _____ NO

If yes, please answer the following question:

B. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?

_____ YES _____ NO

C. If yes, was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a governmental entity?

_____ YES _____ NO

If yes, please provide details regarding the finding of non-responsibility:

Governmental Entity:

Date of Finding of Non-responsibility:

Basis of Finding of Non-Responsibility: (add additional pages if necessary)

D. Has any governmental agency terminated or withheld a procurement contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

_____ YES _____ NO

If yes, please provide details:

Governmental Entity:

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding: (add additional pages if necessary)

Maintenance Center/Remedial Maintenance Response Certification Forms

Bidders who bid LOTS 2 and 3 **are required** to complete and include with their proposal the following forms. Bidders who bid LOTS 2 and 3 **must** demonstrate and certify that they are able to meet the Remedial Maintenance Response Requirements set forth in Section II.9.4 (page 31).

Bidders should provide any Maintenance Center (Page 122) from which they will fulfill the mandatory Remedial Maintenance Requirements (ref. Section II.9.4) and listed on page 144.

It is not necessary for bidders to staff a maintenance center in each region bid so long as they meet maintenance requirements set forth in section II.9.4 (page 31). If a bidder does not require a physical presence to meet the mandatory maintenance requirements, the bidder **must** describe how they will meet the Remedial Maintenance Requirements.

All bidders who bid LOTS 2 and 3 **must** certify that they are able to meet the Mandatory Maintenance Requirements set forth in RFP 20191.

Bidders who bid LOTS 2 and 3 **are required** to complete, sign and include with their proposal two original copies of the following forms to certify they are able to meet all Remedial Maintenance Requirements:

1. Remedial Maintenance Response For Priority Emergency Service (Page 123)
2. Remedial Maintenance Response For Emergency Service (Page 124)
3. Remedial Maintenance Response For Non-Emergency Service (Page 125)

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**PROCUREMENT SERVICES GROUP
MAINTENANCE REQUIREMENT CERTIFICATION FORMS**

BELOW IS A CHART SUMMARIZING THE VARIOUS REMEDIAL MAINTENANCE SERVICES AND THE REQUIRED RESPOSNE TIMES. BIDDERS MUST DEMONSTRATE THEY ARE CAPABLE OF FULFILLING THE FOLLOWING REMEDIAL MAINTENANCE RESPONSE REQUIREMENTS. (REF. SECTION II.9.4, PAGE 31)

Service Severity	Failure	Time to Restore
Priority Emergency Services	A "Priority Emergency" is a situation involving a "major loss" of System service, which is defined as the inability of 10% or more of the stations to make or receive calls or loss of console or Central Answering Point capabilities.	The Contractor shall respond to priority emergencies within two (2) continuous hours of when Authorized User notifies the Contractor of the Emergency. Note" The response time includes travel and requires the contract holder to "commence performing" remedial maintenance.
Emergency Services	An "Emergency" is a situation involving a "critical" System failure in the opinion of the Authorized User.	The Contractor shall respond in Emergencies within three (3) continuous business hours after Authorized User notifies Contractor of the emergency. Note" The response time includes travel and requires the contract holder to "commence performing" remedial maintenance.
Non Emergency Services	A "Non-Emergency" is a situation involving a System failure of a scope less than that described for an Emergency.	The Contractor shall respond in Non-Emergencies within six (6) continuous business hours after Authorized User notifies Contractor of the malfunction. Note" The response time includes travel and requires the contract holder to "commence performing" remedial maintenance.

It is not necessary for bidders to staff a maintenance center in each region bid so long as they meet the aforementioned maintenance requirements. If a bidder does not have a physical presence in a region, bidder may demonstrate their compliance with the abovementioned maintenance requirements by providing a description of their standard maintenance response program.

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PROCUREMENT SERVICES GROUP
MAINTENANCE CENTER INFORMATION

A. LOT(s) Bid _____ Region(s) Covered _____

B. Subcontractor Name (if different than Prime Contractor) _____

C. Maintenance Office Address: _____

D. Telephone Number: (_____) _____

E. Toll Free Telephone Number: (_____) _____

F. E-Mail Address: _____

G. Hours of Operation: _____

H. Person in Charge: _____

I. Number of Maintenance Personnel based in location: _____

J. Systems/Equipment Served from this Office: _____

(Attach list that provides information below for each system or equipment serviced)

Manufacturer of Systems/Equipment: _____

Type(s) of Systems/Equipment: _____

Number of Systems/Equipment: _____

K. Employees' Information:

Using the Technician's Certification Spreadsheet for Lots 2 and 3, bidders shall provide the following information for employees who service the proposed system or equipment from service location(s):

- A. Name,
- B. Title,
- C. Year(s) of experience,
- D. License(s) as applicable
- E. Technicians' Certification(s) as applicable

If maintenance personnel are housed in multiple locations or service equipment from a vehicle that is parked at a residence, the Bidder must demonstrate that remedial maintenance requirements can be met.

Duplicate as necessary

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PROCUREMENT SERVICES GROUP

REMEDIAL MAINTENANCE RESPONSE FOR PRIORITY EMERGENCY SERVICE			
Region	Meet Response Time in RFP?	Responding Maintenance Location (Name & Address if Applicable)	Method of Response (If other than direct physical Response)*
1. Long Island			
2. New York City			
3. Westchester			
4. Ulster			
5. Albany			
6. Adirondack			
7. Syracuse			
8. Finger Lakes			
9. Buffalo			

***IF A BIDDER DOES NOT HAVE A PHYSICAL PRESENCE IN A GIVEN REGION, PLEASE DESCRIBE HOW THE BIDDER WOULD MEET THE ABOVEMENTIONED REMEDIAL MAINTENANCE REQUIREMENT. THIS CAN BE PROVIDED AS A SEPARATE ATTACHMENT.**

Acknowledged, Agreed, and Accepted

By _____

Bidder:

Representative

Date

Title

LOT NO.# _____

In signing, Bidder indicates that it has agreed to meet the response and restoration times as shown in the table above for the LOT indicated in the signature block and be subject to any assessed damages for not meeting the response and restoration times as described in the RFP.

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PROCUREMENT SERVICES GROUP

REMEDIAL MAINTENANCE RESPONSE FOR EMERGENCY SERVICE			
Region	Meet Response Time in RFP?	Responding Maintenance Location (Name & Address if Applicable)	Method of Response (If other than direct physical Response)*
1. Long Island			
2. New York City			
3. Westchester			
4. Ulster			
5. Albany			
6. Adirondack			
7. Syracuse			
8. Finger Lakes			
9. Buffalo			

***IF A BIDDER DOES NOT HAVE A PHYSICAL PRESENCE IN A GIVEN REGION, PLEASE DESCRIBE HOW THE BIDDER WOULD MEET THE ABOVEMENTIONED REMEDIAL MAINTENANCE REQUIREMENT. THIS CAN BE PROVIDED AS A SEPARATE ATTACHMENT.**

Acknowledged, Agreed, and Accepted

By _____ Bidder: _____ Representative _____

_____ Date _____ Title _____

LOT NO.# _____

In signing, Bidder indicates that it has agreed to meet the response and restoration times as shown in the table above for the LOT indicated in the signature block and be subject to any assessed damages for not meeting the response and restoration times as described in the RFP.

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PROCUREMENT SERVICES GROUP

REMEDIAL MAINTENANCE RESPONSE FOR NON-EMERGENCY SERVICE			
Region	Meet Response Time in RFP?	Responding Maintenance Location (Name & Address if Applicable)	Method of Response (If other than direct physical Response)*
1. Long Island			
2. New York City			
3. Westchester			
4. Ulster			
5. Albany			
6. Adirondack			
7. Syracuse			
8. Finger Lakes			
9. Buffalo			

***IF A BIDDER DOES NOT HAVE A PHYSICAL PRESENCE IN A GIVEN REGION, PLEASE DESCRIBE HOW THE BIDDER WOULD MEET THE ABOVEMENTIONED REMEDIAL MAINTENANCE REQUIREMENT. THIS CAN BE PROVIDED AS A SEPARATE ATTACHMENT.**

Acknowledged, Agreed, and Accepted

By _____ Bidder: _____ Representative _____

_____ Date _____ Title _____

LOT NO.# _____

In signing, Bidder indicates that it has agreed to meet the response and restoration times as shown in the table above for the LOT indicated in the signature block and be subject to any assessed damages for not meeting the response and restoration times as described in the RFP.

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PROCUREMENT SERVICES GROUP

Emergency Contact List

Bidders **are required** to complete, sign and include with their proposal two original Emergency Contact Lists on the next page (Page 127).

**20191 PROCUREMENT SERVICES GROUP
EMERGENCY CONTACT LIST**

It has been determined that products and/or services which may be provided by your company through this RFP and placed under contract are critical to the missions of our State agency and non-agency customers. In that regard, please provide the following information that will facilitate our ability to contact your company in the event of an emergency occurring after normal work hours or on weekends/holidays. You may provide additional contact persons or other information by copying this form or by attachments. This information may be provided to the State Emergency Management Office (SEMO).

Normal Business Hours:	_____ a.m. _____ p.m.	_____ am _____ p.m.	_____ am _____ p.m.
	<i>(Mon. – Fri.)</i>	<i>(Sat.)</i>	<i>(Sun.)</i>

Person to Contact in the Event of an After Hour Emergency (Mon.-Fri.)

Person to Contact in the Event of a Weekend (Sat.-Sun.) or Holiday Emergency

Name:	Name:
Title:	Title:
Telephone #:	Telephone #:
Pager #:	Pager #:
Mobile Phone #:	Mobile Phone #:

Individual Completing Form: _____ Title: _____

Signature: _____

**APPENDIX D: MANUFACTURERS GUARANTEE / MANUFACTURER'S
CERTIFICATE**

Bidder Types

Type 1

<i>Manufacturer</i>	No Appendix D-4(Certificate)Required
	No Appendix D-1, D-2 or D-3 Required

Type 2

Reseller (Product from Manufacturer)	Manufacturer's Certificate (Appendix D-4) from the Manufacturer Naming the Bidder
	Manufacturer's Guarantee (Appendix D-1)* from the Manufacturer Naming Bidder (For Lots 2 and 3 only)

Type 3

Reseller (Product from Distributor)	Manufacturer's Certificate (Appendix 4) from the Distributor Naming the Bidder. ((A Manufacturer's Certificate (Appendix D-4) signed by the Manufacturer given to the Distributor then given to the Bidder is also acceptable))
	Manufacturer's Guarantee (Appendix D-3)* from the Distributor for Manufacturers naming the Bidder * (For Lots 2 and 3 Only)

Type 4

Distributor (Product from Manufacturer)	Manufacturer's Certificate (Appendix D-4) from the Manufacturer Naming the Bidder
	Manufacturer's Guarantee (Appendix D-2)* from the Distributor naming the Manufacturers (see section I.2 for Installation/Maintenance Requirements) (For Lots 2 and 3 Only))

*** Manufacturers/Distributors/Resellers will only be required to identify alternate Installers or Maintenance providers, at contract rates in effect at the time.**

RFP 20191, Appendix D-1, Manufacturer's Guarantee

Bidders who bid LOTS 2 and 3 **are required** to submit the following with their proposal:

For LOTS 2 and 3; for each manufacturer offered, where the Bidder is not the manufacturer and not a distributor, the manufacturer's authorized representative must complete, sign and seal the Manufacturer's Guarantee. Bidders must submit with their proposal two original Manufacturer's Guarantees (Page 131). If a Manufacturer doesn't have a corporate seal, they must submit a notarized letter, on their official corporate letterhead, attesting they don't have a corporate seal, and agreeing to the terms of the Manufacturer's Guarantee in its entirety. If a letter is submitted, it cannot contain any modifications of the terms in the Manufacturer's Guarantee.

Any current contractor awarded a contract as a product only contract as a result of RFP 20191 who is submitting a Regular Add Request to add LOT 2 or LOT 3 is required to obtain Manufacturer's Guarantees for all product lines offered.

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**PROCUREMENT SERVICES GROUP
RFP 20191, APPENDIX D-1, MANUFACTURER'S GUARANTEE**

Part A * - The vendor must secure from the manufacturer, if the bidder is not the manufacturer, a written guarantee executed by the manufacturer that the manufacturer, in the event that the contractor is unable to complete an acceptable installation or to provide continuing maintenance within the terms and conditions of such contract, **will perform or cause to be performed all installation and maintenance obligations of the contractor for the awarded contract at a cost to the State no greater than manufacturer's/identified firm's then prevailing rates for similarly situated customers***.

** Manufacturers have been requested to supply and have supplied a guarantee in accordance with and in acceptable form with this requirement under RFP. Bidders who supply a manufacturer's guarantee at variance with the sample referenced here should note any changes in such manufacturer's guarantee in their bid. Non conformance with the sample or filed manufacturer's guarantee may constitute grounds for rejection of the bid in the sole discretion of the State.

Part B -For seven years from last date of manufacturer for infrastructure equipment pursuant to the terms of the contract the manufacturer's guarantee will also include the following:

1. **Parts supply.****
2. **Manufacturing field support and maintenance to protect the issuer from interruption of service due to the inability of the bidder to meet its service obligations. This maintenance will be provided or caused to be provided at the manufacturer's/identified firm's current service rates of the manufacturer to similarly situated customers.*** The determination of what constitutes inability of the bidder to meet service obligations under the contract will be that of the State in its sole discretion.

Part C - The above referenced manufacturer's guarantee must be submitted with a proposal.

Part D - In the event the bidder proposes to supply principal components of the system from different manufacturers, separate written guarantees from the manufacturers must be supplied as required above. Bidders must request directions from the State if a question is raised as to whether an item comprises a principal component requiring a separate manufacturer's guarantee.

MANUFACTURER'S GUARANTEE STATEMENT

IN WITNESS WHEREOF, the undersigned hereunto affixes its corporate seal and causes these presents to be signed by its duly authorized officer. ***

(Manufacturer)

(Signature of Representative)

(Date)

(Title)

* To comply with this requirement, Manufacturers who do not provide installation or field support/maintenance will be required to identify firms who can provide any required services in the event that the contractor is unable to complete an acceptable installation or to provide continuing field support/maintenance within the terms and conditions of contracts awarded as a result of RFP 20191 (Rev. 8/27/2010).

** In the event that a product becomes obsolete/reaches end of life in the abovementioned time periods, OGS requires a similar product than performs at equal to or better levels of operation.

*** Insert the name of the manufacturer and the title of the authorized officer and AFFIX THE CORPORATE SEAL or Notarized statement on Company Letterhead.

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**PROCUREMENT SERVICES GROUP
RFP 20191, APPENDIX D-2: MANUFACTURER'S GUARANTEE
(DISTRIBUTOR FOR MANUFACTURER)**

Manufacturer's Guarantee (Distributor for Manufacturer)

For LOTS 2 and 3; where the bidder is a Distributor for various Manufacturers, the Distributor's authorized representative must complete, sign, notarize, and include with the bidders' proposal two (2) original Appendix D-2 Manufacturer's Guarantees (Page 133).

Any current contractor awarded a contract as a product only contract as a result of RFP 20191 who is submitting a Regular Add Request to add LOT 2 or LOT 3 is required to obtain Manufacturer's Guarantees for all product lines offered.

Note: This form should only be completed by firms that actually are "Distributors."

OGS reserves the right to review if an entity is a distributor and to request providing other Guarantees listed in this section.

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PROCUREMENT SERVICES GROUP

RFP 20191, APPENDIX D-2, MANUFACTURERS GUARANTEE (DISTRIBUTOR FOR MANUFACTURER)

In response to RFP 20191, _____, (insert bidders name), hereinafter referred to as "Guarantor", as distributor for _____ (attach list) (hereinafter referred to as "Manufacturer") hereby guarantees the following:

- 1. That they will either provide Manufacturer's Guarantees, in the substantially the same format as provided in this Request for Proposals, Appendix D-1 (Page 131), from all manufacturers that they represent, or certify that they will comply with the terms and conditions of the Manufacturer's Guarantee included in the Request for Proposals; and
2. That during the term of this contract they will provide authorized users and/or staff of the Office of General Services with the contact information for an individual or entity that can complete an installation in accordance with the terms and conditions of the contract, and/or fulfill any outstanding maintenance obligations that exist under the contract, at contract prices in effect at time of notice. The distributor agrees that such information will be provided within five business days from the date a request is received, unless a request is made in an emergency situation in which case such information will be responded to immediately upon receipt of a request.

This Guarantee shall be absolute and unconditional, shall be continuing and shall not be discharged or terminated so long as any claim remains outstanding. Guarantor agrees to remain bound by this Guarantee notwithstanding any extension of time of performance, the granting of any indulgence or waiver to the manufacturer or any modification or revision of the Agreement.

The obligations of Guarantor hereunder and the obligations of the manufacturers under the Agreement are joint and several. Prior suit or action against a manufacturer shall not be a condition precedent to the Guarantor's obligations under this Guarantee or to the enforcement of any rights under this Guarantee.

By: _____ Title: _____

CORPORATE ACKNOWLEDGMENT
STATE OF }
COUNTY OF }
On the _____ day of _____ in the year 200, before me personally came: _____ to me known, who, being by me duly sworn, did depose and say that he resides in _____; that he is _____ (the President or other officer or director or attorney in fact duly appointed) of _____, the corporation described in and which executed the above guarantee; and that he signed his name thereto by authority of the board of directors of said corporation.
Notary Public: _____
Registration No.: _____
State: _____

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PROCUREMENT SERVICES GROUP**RFP 20191, Appendix D-3 Manufacturer's Guarantee (Distributor to Bidder)**

For LOTS 2 and 3; where the Bidder obtains their products from a Distributor, the Distributor's authorized representative must complete, sign, notarize and indicate the bidder's name. Bidder are to include with their proposal two (2) original Appendix D-3 Manufacturer's Guarantees (Page 135).

Any current contractor awarded a contract as a product only contract as a result of RFP 20191 who is submitting a Regular Add Request to add LOT 2 or LOT 3 is required to obtain Manufacturer's Guarantees for all product lines offered.

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PROCUREMENT SERVICES GROUP

RFP 20191, APPENDIX D-3, MANUFACTURERS GUARANTEE (DISTRIBUTOR TO BIDDER)

In response to RFP 20191, _____, (insert Distributors Name), hereinafter referred to as "Guarantor"), as distributor for _____ (attach list) _____ (hereinafter referred to as "Manufacturer") hereby guarantees the following for _____ (insert Bidders Name):

1. That they will either provide Manufacturer's Guarantees, in the substantially the same format as provided in this Request for Proposals, Appendix d, from all manufacturers that they represent, or certify that they will comply with the terms and conditions of the Manufacturer's Guarantee included in the Request for Proposals; and
2. That during the term of this contract they will provide authorized users and/or staff of the Office of General Services with the contact information for an individual or entity that can complete an installation in accordance with the terms and conditions of the contract, and/or fulfill any outstanding maintenance obligations that exist under the contract, at contract prices in effect at time of notice. The distributor agrees that such information will be provided within five business days from the date a request is received, unless a request is made in an emergency situation in which case such information will be responded to immediately upon receipt of a request.

This Guarantee shall be absolute and unconditional, shall be continuing and shall not be discharged or terminated so long as any claim remains outstanding. Guarantor agrees to remain bound by this Guarantee notwithstanding any extension of time of performance, the granting of any indulgence or waiver to the manufacturer or any modification or revision of the Agreement.

The obligations of Guarantor hereunder and the obligations of the manufacturers under the Agreement are joint and several. Prior suit or action against a manufacturer shall not be a condition precedent to the Guarantor's obligations under this Guarantee or to the enforcement of any rights under this Guarantee.

By: _____ Title: _____

<u>CORPORATE ACKNOWLEDGMENT</u>	
STATE OF _____	}
	: ss.:
COUNTY OF _____	}
<p>On the _____ day of _____ in the year 20__, before me personally came: _____ to me known, who, being by me duly sworn, did depose and say that he resides in _____; that he is _____ (the President or other officer or director or attorney in fact duly appointed) of _____, the corporation described in and which executed the above guarantee; and that he signed his name thereto by authority of the board of directors of said corporation.</p>	
Notary Public:	_____
Registration No:	_____
State:	_____

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**PROCUREMENT SERVICES GROUP
RFP 20191, Appendix D-4, Manufacturer's Certificate**

Bidders who bid LOTS 1, 2, and 3 **are required** to submit the following with their proposal:

Manufacturer(s) Certification

For LOTS 1, 2, and 3; for each officially published catalog offered where the Bidder is not the manufacturer, the manufacturer's authorized representative must complete and sign, and include in the bidders' proposal two (2) original Appendix D-4 Manufacturer's Certificates (Page 137).

PLEASE NOTE:

Distributors may sign a Manufacturer's Certificate if it they are forwarding a Manufacturer's Guarantee (Appendix D-3) to a reseller.

Distributors can provide a blanket certification for various manufacturers by attaching a list of manufacturers covered. Distributors may be required to provide an individual certificate if requested by OGS or an authorized user.

Also, the Manufacturer's Certificate must be addressed directly to the bidder. Any Manufacturer's Certificate not addressed to the bidder will not be accepted.

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PROCUREMENT SERVICES GROUP

RFP 20191, APPENDIX D-4, MANUFACTURER'S/DISTRIBUTOR'S CERTIFICATE

NOTE TO BIDDERS:

This "Manufacturer's/Distributor's Certificate" is to be removed, and forwarded to the manufacturer by the bidder, completed and returned to the bidder by the manufacturer, and submitted with the bidder's offer. (See "QUALIFICATION OF BIDDER" clause.)

BIDDER'S COMPANY NAME: _____

ADDRESS: _____

The manufacturer/distributor executing this certificate by signature below does hereby attest to the accuracy and validity of the responses to the following questions:

- 1. Is the bidder listed above an authorized dealer? Yes No
2. Do you as a manufacturer/distributor agree to supply the bidder/dealer with all quantities of products ordered pursuant to any resulting contract with the State? Yes No

MANUFACTURER'S/DISTRIBUTOR'S/ COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

PRINTED OR TYPED COPY OF SIGNATURE

SIGNATURE OF AUTHORIZED MANUFACTURER'S REPRESENTATIVE

DATE

* * * * *

APPENDIX E: AUTHORIZED USERS TABLES

Bidders' **are required** to complete, sign and include with their proposal two original Authorized Users' Tables (Pages 139 and 140). Please review the Table of Authorized Users that follows and indicate agreement and acceptance to extending the contracts awarded hereunder to such entities.

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PROCUREMENT SERVICES GROUP**AUTHORIZED USERS**

NYS Laws Extend Use of State Centralized Contracts for
Purchases by Non-State Agencies

Table One

These groups are eligible to purchase through Centralized Contracts
for Commodities, Services and Technology issued by
OGS Procurement Services Group

- Any officer, board or agency of a political subdivision, or of a district therein (counties, cities, towns, villages, public school districts) -- Section 163 of the State Finance Law and Sections 100 and 104 of the General Municipal Law.
- Volunteer fire companies -- Sections 100 and 104 of the General Municipal Law.
- Boards of Cooperative Educational Services -- Section 100 of the General Municipal Law.
- Institutions for instruction of the deaf and the blind -- Section 163 of the State Finance Law and Section 4201 of the Education Law.
- Non-profit public television corporations -- Section 236 of the Education Law.
- Voluntary ambulance services -- Sections 100 and 104 of the General Municipal Law.
- Non-profit public radio corporations -- Section 236 of the Education Law.
- Any public authority or public benefit corporation of the State -- Section 163 of the State Finance Law.
- Non-public, non-profit elementary and secondary schools -- Section 109-a of the General Municipal Law.
- Certain public associations -- New York State Association of Counties, Association of Towns of the State of New York, New York State Conference of Mayors and other Municipal Officials, New York State School Boards Association, Inc., the New York Planning Federation and Association of Fire Districts of the State of New York -- Section 109-a of the General Municipal Law.
- Public library, association library, library system, cooperative library system, the New York Library Association and the New York State Association of Library Boards (or any other library except those operated by for profit entities) -- Sections 163 of the State Finance Law and Section 109-a of the General Municipal Law.

AUTHORIZED USERS

Table Two

These groups are eligible to purchase ONLY through Centralized Contracts for Commodities issued by OGS Procurement Services Group

Note: Contracts for Services and Technology issued by OGS Procurement Services Group may be available to these groups through voluntary extension by the Contractor.

- Non-profit independent colleges and universities -- Section 6404 of the Education Law.
- Certain non-profit museums, historical societies, zoological gardens, botanical gardens, arboreta, and aquariums -- Section 258-a of the Education Law.
- Certain not-for-profit corporations that receive federal funds for provision of transportation services -- Section 31-a of the Transportation Law.
- The Interstate Environmental Commission -- Section 163 of the State Finance Law.
- Charitable non-profit agencies for the blind and other severely disabled -- Section 163 of the State Finance Law.
- Non-profit, non-public hospitals, residential health care or mental hygiene facilities -- Section 163 of the State Finance Law.
- Non-profit cemetery corporations -- Section 1509 of the Not-for-Profit Corporation Law.
- Non-profit county, town or other agricultural societies and youth fairs or expositions held by county extension service associations -- Chapter 741 of the Laws of 1985 and as amended by Chapter 90 of the Laws of 1992.
- Certain charitable organizations -- Chapter 741 of the Laws of 1985 and as amended through Chapter 134 of the Laws of 1994.

Bidder is asked to execute this Authorized Users Contract. In signing, Bidder indicates that it has read the listing of authorized users set forth herein and voluntarily agrees and accepts that entities listed in Tables 1 and 2 may participate in and make purchases as provided for in the RFP and the resulting contract awards.

Acknowledged, Agreed and Accepted

Signature: _____ Date: _____

Printed Name: _____

- OR -

Bidder has read the aforementioned statement and agrees that **only** the entities listed in **Table One** may participate in and make purchases as provided for in the RFP and the resulting contract awards.

Acknowledged, Agreed and Accepted.

Signature: _____ Date: _____

Printed Name: _____

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APPENDIX F: TECHNICAL COMPLIANCE

Bidders, who bid LOTS 1, 2, and 3 are required to complete, sign and include with their proposal two original Technical Compliance Certification Forms (Page 142) certifying that the products offered each Manufacturer's officially published catalog offered:

TECHNICAL COMPLIANCE CERTIFICATION FORM

Bidders who bid LOTS 1, 2, and 3 **are required** to complete this form certifying that the products offered from each Manufacturer's Officially-Published Catalog offered:

1. Are in compliance with all applicable regulatory rules and standards (i.e. FCC, EIA, UL, etc.) that govern the operation of the equipment at the time of the bid opening and for the entire term of the contract. OGS may seek independent verification of product certifications. Any products found to comply with the applicable regulatory rules and standards during the term of the contract may be considered a breach and may lead to contract termination.

2. Are in compliance with the mandatory requirements in Section I.3, item 8 (page 11) of the RFP for the LOT(s) bid. Substitutions will not be considered unless they meet the mandatory requirements.

Acknowledged, Agreed, and Accepted. In signing and notarizing, Bidder indicates that it has agreed to meet the requirements above for the LOT and Manufacturer's or Distributor's officially published catalog indicated in the signature block.

Bidder Name: _____

LOT NO(s). #: _____

Name of Catalog(s)*: _____

Date of Catalog(s)*: _____

By _____

Bidder:

Title

_____ Date

NOTARY:

Sworn to before me this _____ day of _____ 20____.

Notary Public: _____

Registration No: _____

State: _____

Note: Bidders must also provide an Excel spreadsheet listing the applicable product certification(s) for each Manufacturer's Officially-Published Catalog offered (reference sec. 1.4, item 8, page 11).

*Bidders may attach a list of the Mfr.'s catalogs dates of these catalogs.

APPENDIX G: INSURANCE COMMITMENT LETTER

Bidders (bidding Lots 2-5) **are required** to complete and sign two (2) original copies of the following Insurance Commitment on its official corporate letterhead and forward them in its proposal. This will indicate compliance with the insurance requirements of RFP 20191 (Sec. III.16).

PLEASE NOTE: The alteration, modification, and/or taking exception to any and all sections of this letter will not be accepted by OGS and may result in a determination of Non-Responsiveness and No Recommendation for Contract Award.

**PROCUREMENT SERVICES GROUP
INSURANCE COMMITMENT LETTER**

[INSERT Principal/Authorized Signer's Name] commits to acquiring the required certificate(s) of insurance to meet the insurance requirements of RFP 20191 (sec. III.16/III.16.1 and below) within 30 days of notification of contract award for [INSERT BIDDER's Name].

SPECIFIC INSURANCE REQUIREMENTS (SCOPE and LIMITS OF COVERAGE):**a) Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence:**

Such liability shall be written on the ISO occurrence form CG 00 01© (current edition), or a substitute form providing equivalent coverages and shall cover liability arising from:

1. premises operations,
2. independent contractors,
3. products-completed operations,
4. broad form property damage,
5. personal & advertising injury,
6. cross liability coverage,
7. liability assumed in a contract (including the tort liability of another assumed in a contract), and
8. explosion, collapse & underground coverage.

If such insurance contains an aggregate limit, it shall apply separately on a per job or per project basis.

b) Comprehensive Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident:

Such insurance shall cover liability arising out of any automobile including:

1. owned,
2. leased,
3. hired, and
4. non-owned automobiles.

c) Workers Compensation, Employers Liability, and Disability Benefits as required by New York State Law:

Workers' Compensation, Employer's Liability, and Disability Benefits meeting all New York State statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of the contract. In addition, if employees will be working on, near or over navigable waters, coverage provided under the US Longshore and Harbor Workers Compensation Act must be included. Also, if the contract is for temporary services, or involves renting equipment with operators, the Alternate Employer Endorsement WC 00 03 01A must be included on the policy naming the People of the People of the State of New York as alternate employer.

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PROCUREMENT SERVICES GROUP

- d) Professional/Errors and Omissions Liability insurance including a three (3) year "tail coverage endorsement," with minimum liability limits of \$1,000,000.00 per occurrence and in the aggregate:

If Professional/Errors and Omissions Liability insurance coverage is included under a Commercial General Liability Policy, this shall be clearly indicated by a cover memo that lists this information.

To fulfill this requirement, Contractors may certify that proposed subcontractors possess the required Professional/Errors and Omissions Insurance.

- e) Pollution Legal Liability Insurance:

NOTE: THE CONTRACTOR IS NOT REQUIRED TO PURCHASE POLLUTION LEGAL LIABILITY INSURANCE WITHIN 30 DAYS OF NOTIFICATION OF CONTRACT AWARD. THE AUTHORIZED USER MAY REQUIRE THE CONTRACTOR TO PROVIDE POLLUTION LEGAL LIABILITY INSURANCE AS A CONDITION OF THEIR PURCHASE. THE CONTRACTOR, OR SUBCONTRACTOR IS TO PROVIDE POLLUTION LEGAL LIABILITY INSURANCE TO THE AUTHORIZED USER AT A TIME MUTUALLY ACCEPTABLE TO BOTH PARTIES.

Pollution legal liability insurance coverage for personal injury, property damage and cleanup cost arising from pollution conditions caused by the operations of the Contractor with minimum liability limits of \$5,000,000.00. Occurrence coverage is preferred but coverage may be provided on a claims-made form that includes a three year tail coverage endorsement. Coverage shall include contractual liability coverage for claims arising out of:

1. liability of subcontractors,
2. loading and unloading,
3. unlimited complete operations, and
4. non-owned disposal site coverage (if applicable).

If Pollution Legal Liability Insurance coverage is included under a Commercial General Liability Policy, this shall be clearly indicated by a cover memo that lists this information.

All insurance coverage must meet the following additional requirements:

1. All insurance required shall be obtained at the sole cost and expense of the Contractor, and shall be primary and non-contributing to any insurance or self-retention maintained by OGS.
2. Any deductible or self-insured retention amount, or other similar obligation, under the policies shall be the sole responsibility of the Contractor. The amount of any deductible or self-retention is subject to approval by OGS.
3. The requisite insurance may be provided through a policy or policies of insurance, which may be primary and/or excess, including umbrella policies, but must be placed with an Insurer rated "A-" Class "VII" or better by the A.M. Best Company, Inc. If, during the term of the policy, an Insurer's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an Insurer rated at least "A-" Class "VII" by the A.M. Best Company, Inc. Any excess policy must follow the requirements set forth in the New York State Insurance Law for such coverage.

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- 4. Contractors shall provide OGS with updated Certificates of Insurance, and as applicable amendatory endorsements, at least thirty (30) days prior to the expiration or renewal date of a policy.
- 5. The insurance provided shall include an endorsement indicating that the policy and any endorsements may not be cancelled without thirty (30) days prior written notice to OGS. In the event that the cancellation is due to non-payment of premium, ten (10) days prior written notice shall be provided.
- 6. The insurance provided shall include a blanket or specific "Waiver of Subrogation" endorsement waiving any right to recovery the insurance company may have against the State.
- 7. In the block provided in the Certificate of Insurance for insertion of "Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions" the additional insured information and job specific information, such as the nature of the contract and either the solicitation number or the contract award number should be referenced.
- 8. Additional insured endorsements should specify the following:
 - A. The full legal name of the additional insured; i.e., the State of New York, its agencies, officers and employees;
 - B. The specific location or operations for which the coverage applies;
 - C. The time frame of when the coverage begins and ends
 - D. That notice of modification or cancellation will be provided to the additional insured at a specified name and address;
 - E. That the insurance company waives any right of recovery it may have against the State;
 - F. That the coverage required shall be primary for the State and shall not be affected by any other insurance or coverage obtained by the State on its own behalf;
 - G. That cross liability/severability of interest coverage is provided; and
 - H. That the legal defense provided to the State under the policy must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary.
- 9. The insolvency or bankruptcy of the insured Contractor, or Subcontractor, shall not release the Insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Contractor, or Subcontractor, from meeting the retention limits under the policy.

Failure to provide insurance coverage as required herein (Sec. III.16 and 147-150), and to keep the same in force during the term of the contract, is a material breach of contract entitling the State to terminate the contract in accordance with the termination provisions in the contract.

Signature of Principal/Authorized Signer

Printed Name of Signer

Date

APPENDIX H: PERFORMANCE AND PAYMENT BOND FORM

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CONTRACT _____

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned (*) as principal; and (†) as sureties, are hereby held and bound unto The in the penal sum of..... Dollars and.....Cents (.....), for the payment of which, well and truly to be made jointly and severally bind ourselves, our heirs, representatives, executors, administrators, successors and assigns. Each surety, however, if there is more than one, shall be jointly and severally liable for said penal sum.

Signed this.....day of....., 20.....

(*) Insert Contractor's name. If a corporation, give the state of incorporation, using also the phrase "a corporation organized under the laws of.....".

If a partnership, give full names of partners, using the phrase "co-partners doing business under the firm name of.....".

If an individual using a trade name, give individual name, using also the phrase "an individual doing business under the trade name of.....".

(†) Insert name of surety or sureties. If space is insufficient, add rider.

The condition of the above obligation is that:

WHEREAS, the above named principal has entered into a Contract in writing with The _____ a copy of which is hereby made a part of this bond as through herein set forth in full and which is designated Contract _____ Security Systems and Solutions.

WHEREAS, The _____ has required this bond for the faithful performance of all obligations imposed by said Contract and also for the payment of all lawful claims of subcontractors, materialmen and workmen arising out of the performance of said Contract;

NOW, if the said principal shall well and faithfully do and perform the items agreed by him to be done and performed according to the terms and true intent and meaning of said Contract and if all lawful claims of subcontractors, materialmen and workmen arising out of the performance of said Contract are paid, then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that, provided the sureties shall comply with the provisions hereof, the aggregate liability of all sureties for any and all claims hereunder shall in no event exceed the penal amount of this obligation as hereinbefore stated.

This undertaking is for the benefit of The _____ and all subcontractors, materialmen and workmen having lawful claims arising out of the performance of said Contract, and all such subcontractors, materialmen and workmen (as well as The _____ shall have a direct right of action upon this bond; but the rights and equities of such subcontractors,

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materialmen and workmen shall be subject and subordinate to those of the

The sureties, for value received, hereby stipulate and agree that the obligations of said sureties and their bond shall be in no way impaired or affected by any extensions of said Contract or the construction to be performed thereunder, or by any supervision or inspection or omission to supervise or inspect the construction or by any payment thereunder before the time required therein or by any waiver of any provision or condition thereof (whether precedent or of any part thereof or of any construction to be performed or any monies due or to become due thereunder: and said sureties do hereby waive notice of any and all of such extensions, modification, omissions, additions, changes, payments, waivers, assignments, subcontractors and other transferees shall have the same effect as to said sureties as though done by or in relation to said principal).

The sureties shall give the _____ Counsel of The _____ the following notices:

- (a) Written notice of an intent to pay any claim of a subcontractor, materialman or workman hereunder;
- (b) Written notice within five days of the institution of an action by a subcontractor, materialman or workman hereunder.

The sureties shall not pay the claim of any subcontractor, materialman or workman hereunder until the expiration of thirty days after receipt of said _____ Counsel of notice under wither subparagraph (a) or (b) above, describing the claim to be paid.

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IN WITNESS WHEREOF, the principal and the sureties have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(Seal)

Principal
By (*) _____

Surety
By (†) _____

By (†) _____

APPROVED AS TO ACCEPTABILITY OF SURETIES:

(Credit Manager)

_____, 20____

(*) If bond is signed by an officer or agent, give title; if signed by a corporation, affix corporate seal.

(†) Add signatures of additional sureties, if any.

APPENDIX I: CONTRACT UPDATE FORMS

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**PROCUREMENT SERVICES GROUP
CONTRACT UPDATE REQUEST FORM**

STATE OF NEW YORK
EXECUTIVE DEPARTMENT - OFFICE OF GENERAL SERVICES
PROCUREMENT SERVICES GROUP
Corning Tower – 38th Floor
Empire State Plaza
Albany, New York 12242

CONTRACT UPDATE FORM	
OGS CONTRACT NO.:	DATE OF SUBMISSION:
CONTRACT PERIOD: From: _____ To: _____	VENDOR CONTACT: NAME: _____ PHONE NO.: _____ FAX NO.: _____ E-MAIL: _____
NOTE: Submission of this FORM does not constitute acceptance by the State of New York until approved by the appropriate New York State representative(s).	

INSTRUCTIONS:

1. This form is to be used for all contract updates. The form is to be completed in triplicate and submitted to the OGS Procurement Services Group for final approval. Vendors shall complete, sign, and notarize where indicated, and attach this form to a cover letter written on standard company letterhead. Any submission that is not complete or signed in triplicate will be rejected.
2. Contractor may be required to submit the Product and price information for the update in an Excel spreadsheet format in hard copy and on a floppy disk and/or electronically via e-mail to the OGS Purchasing Officer.
3. To expedite the processing of updates that qualify as Auto Adds, do not combine Auto Adds with Regular Adds. If more than one type of update is being submitted, they should be submitted as totally separate requests. One of the requirements of this contract is the formatting of pricing that appears on the OGS web site. The Contract Update Procedure contains an example of the required price format. This price format is to be used for all contract updates.
4. The list must be dated and the format should be consistent with the format of the price list(s) included in the Pricing Appendix of the Contract.
5. The contract update must be accompanied by either the GSA Price List and revised NYS Net Price List incorporating all changes or the US Commercial Price List and revised NYS Net Price List incorporating all changes, whichever is applicable.

COMPLETE STATEMENTS 1 THROUGH 8 BELOW:

1. This request is an: 1a. <input type="checkbox"/> Auto Add 1b. <input type="checkbox"/> Regular Add 1c. <input type="checkbox"/> Regular Add for adding Lots and Regions See contract for an explanation of these terms.	2. The intent of this submittal is to: <input type="checkbox"/> Add new products <input type="checkbox"/> Add Lot* <input type="checkbox"/> Delete products <input type="checkbox"/> Add Region/State* <input type="checkbox"/> Increase pricing <input type="checkbox"/> Reduce pricing <input type="checkbox"/> Amend VAR list * See Box 6 Below
3. All terms and conditions of the contract shall apply to this request. <input type="checkbox"/> Agree <input type="checkbox"/> Disagree	4. All discounts as agreed to in the contract shall apply. <input type="checkbox"/> Agree <input type="checkbox"/> Disagree
5. All discounts are: <input type="checkbox"/> GSA <input type="checkbox"/> Most Favored Nation*	6. Attached documentation includes: <input type="checkbox"/> Current approved GSA (labeled "For information only") <input type="checkbox"/> Current commercial price list (labeled "For

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<p>*Prices offered are the lowest offered to any similarly situated entity.</p>	<p>information only") Revised NYS Net Price List * See Section IX.2 CURRENT CONTRACT HOLDER FORMAT AND CONTENT OF BID SUBMITTAL for 1c. above.</p>
<p>7. If other than an auto-ad, describe the Nature and Purpose of the update:</p> <hr/>	
<p>8. For a regular add, please explain how pricing has been restructured to customers, and/or identify and describe new Products or services, which fall into a new group or category that did not exist at the time of approval of the Contract by the New York State Comptroller. If not applicable, state NA:</p> <hr/>	

The following CORPORATE ACKNOWLEDGEMENT statement is to be included in each of the three original forms. The request must be signed by an individual given the authority to perform this action by the corporation's board of directors and the signature must be notarized.

Signature of Authorized Vendor Representative:

<u>CORPORATE ACKNOWLEDGMENT</u>	
STATE OF _____	}
	: ss.:
COUNTY OF _____	}
On the _____ day of _____ in the year _____, before me personally came: _____, to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in _____; that he/she/they is (are) _____ (the President or other officer or director or attorney in fact duly appointed) of _____, the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.	
_____ Notary Public	

FOR STATE USE ONLY	
<p><u>OGS APPROVAL:</u> Approved _____ Approved as amended _____ Disapproved _____ Name: _____ Title: _____ Date _____</p>	<p><u>OSC APPROVAL:</u> Approved _____ Disapproved _____ Name: _____ Title: _____ Date _____</p>

Regular Adds that are not submitted in accordance with the above requirements shall be returned to the Contractor without action.

**APPENDIX J: MANUFACTURER & VALUE ADDED RESELLER/
DISTRIBUTORS INFORMATION**

APPENDIX J

Manufacturer & Value Added Reseller/Distributor/Sub-Contractor Information

Manufacturer/Contractor Information (for Ordering and Contract Administration Purposes)			
Company Name:			
Address:			
Federal ID #:			
Contract Administrator Name:			
Title:			
Telephone Number:			
E-mail:			
FAX:			
Orders Placed Directly with Contractor <input type="checkbox"/>		Orders Placed Directly with VAR <input type="checkbox"/>	
Contract "Toll" Free Support Number:		Guaranteed Product Delivery Timeframe:	____ days ARO

Value Added Reseller/Distributor/Sub-Contractor Information	
Company Name:	
Address:	
Minority/Women Owned or Small Business Indicate M, W or S	
Federal ID #:	
Contract Administrator Name:	
Title:	
Telephone Number:	
E-mail:	
FAX:	
Qualifying Criteria:	

Value Added Reseller/Distributor/ Sub-Contractor Information	
Company Name:	
Address:	
Minority/Women-Owned or Small Business Indicate M, W or S	
Federal ID #:	
Contract Administrator Name:	
Title:	
Telephone Number:	

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E-mail:	
FAX:	
Qualifying Criteria:	

**APPENDIX K: REFERENCE FORMS FOR USE BY AUTHORIZED
USERS**

PROJECT REFERENCES / CLIENT INFORMATION
ONLY REQUIRED IF REQUESTED
REFERENCE FORM
(Submit one form per reference)
BIDDERS INFORMATION

Bidding Company / Contact Person: _____ / _____

Contact Person Telephone Number: _____

PROJECT REFERENCE / CUSTOMER'S INFORMATION

Customer Name _____

Customer Address _____

Contact Person _____

Telephone Number _____

Facsimile Number _____

E-Mail Address _____

Date Range of Service _____ thru _____

Dollar Value of Project / Contract _____

Description of Equipment/Solution provided: _____

APPENDIX L: SEMI ANNUAL REPORT OF CONTRACT USAGE

Bidders must furnish a semi-annual report of ALL sales activity provided under the contract. The report is to be submitted to the Office of General Services, Procurement Services Group, Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Contractors name, Contract Number, sales period, description of equipment/solutions provided. In the event that Resellers/Distributors are utilized the contract holder is responsible for collecting and reporting all contract sales.

Additional related sales information and/or detailed Authorized User purchases may be required and must be supplied upon request.

Failure to submit the required report(s) may be cause for cancellation of the contract, incurring migration cost to alternative solutions.

In addition to the semi annual sales reports required by the Office of General Services, the Contractor may also provide a monthly report to the Authorized User, upon request, (unless Authorized User requests reports on a less frequent basis) which shall be attached to the Invoice. This report shall detail all work completed that month for that Authorized User and shall compare scheduled work versus actual work completed.

New York State Office of General Services
Procurement Services Group

Contract Usage Report-Summary Sheet

For the Semi Annual Period Ending _____ Indicate the Purchasing Officer: _____

Contractor Name: _____ Person Submitting Report: _____ Phone # _____

Address: _____ City: _____ State: _____ Zip: _____

Federal ID# of Contract Holder: _____

Group No. _____ Award No. _____ Contract No. _____ (Only One Contract # per report) ⁽¹⁾ Date _____

Submitted: _____

Contractor/Reseller Name	Minority or Women Owned Business (enter M or W) ⁽²⁾	NY State or Non-State (enter S or NS) ⁽³⁾	Semi-Annual Total Sales
Page/Sub-Total			
Semi-Annual Grand Total ⁽⁴⁾			

Instructions:

- ⁽¹⁾ Indicate Contract Type (PT, PS, CMS) Only One Contract Type per Page
- ⁽²⁾ M/WB - Must be NYS Certified
- ⁽³⁾ The summary sheet is to be used to provide a listing of resellers and their total sales to be separated by State and Non-State
- ⁽⁴⁾ If multiple pages are required, the **last** page should reflect a Semi-Annual **grand total**

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New York State Office Of General Services
Procurement Services Group
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.state.ny.us>

PURCHASING MEMORANDUM

BID SOLICITATION UPDATE

IFB/RFP NUMBER: 20191

DATE: August 27, 2010

GROUP: 77201 Security Systems and Solutions

**PLEASE ADDRESS INQUIRIES TO
DESIGNATED CONTACTS:**

Joseph Better
Purchasing Officer I
(518) 474-7101
Joseph.better@ogs.state.ny.us

BID OPENING: September 21, 2010

Kelly A. Belenchia
Team Leader
(518) 473-1959
Kelly.belenchia@ogs.state.ny.us

SUBJECT: Addendum 1 – RFP-20191

- OGS Responses to bidders questions submitted August 16, 2010
- Revised Version of RFP 20191, dated August 26, 2010

TO PROSPECTIVE BIDDERS:

Bidders must acknowledge receipt of this Addendum and that their proposal submission will be based upon RFP 20191 Version dated August 27, 2010, by completing the following section and provide the completed form in each of the three required copies of their bid. Reference the RFP Table of Contents.

All bids shall be considered on the basis of this amendment. All other terms and conditions of the bid solicitation remain unchanged.

I acknowledge receipt of **ADDENDUM #01** of RFP 20191 – Security Systems and Solutions

BID OF (COMPANY): _____

ADDRESS: _____

CITY, STATE, ZIP: _____

SIGNATURE OF BIDDER: _____

PRINTED SIGNATURE: _____ DATE: _____

NOTE: Acknowledgement of receipt of this addendum must be submitted with the bid response. Reference the previous page of this addendum for signature page. (Only the completed and signed Acknowledgement is required to be provided in a bid response.)

1. The responses to written inquiries submitted are contained herein.
2. Updated version of RFP 20191, updated August 27, 2010, incorporating the changes reflected in this Purchasing Memorandum.
No substantive changes were made; the changes were minor and included the following:

The RFP has been adjusted and the newest version dated August 27, 2010 should be utilized to respond to this Periodic Recruitment and your signature on this addendum indicates compliance with this requirement. Changes were not made to Appendices D-1, D-2, D-3, and D-4.

Sec. I.2 Estimated Quantities:

From:

To be eligible for awards bidders must submit overall company qualifications along with technical and price information for each manufacturer/product line being proposed. References may be required and requested by OGS and Authorized users of any contracts issued as a result of RFP 20191, REV 7/23/2010.

To:

To be eligible for awards bidders must submit overall company qualifications along with technical and price information for each manufacturer/product line being proposed. References may be required and requested by OGS and Authorized users of any contracts issued as a result of RFP 20191, REV 8/27/2010.

Sec. I.6 Key Events/Dates (Page 21):

From:

<u>Event</u>	<u>Date</u>	<u>Time</u>
RFP Release Date	August 3, 2010	
Closing Date for Inquiries	August 16, 2010	
Response to Inquiries Date	August 23, 2010	
Bid Opening Date	September 21, 2010	11:00 a.m.

To:

<u>Event</u>	<u>Date</u>	<u>Time</u>
---------------------	--------------------	--------------------

RFP Release Date	August 3, 2010
Closing Date for Inquiries	August 16, 2010
Response to Inquiries Date	August 27, 2010
Bid Opening Date	September 21, 2010 11:00 a.m.

Sec. II.3 General Requirements (Page 25):

From:

Any equipment replaced by the Contractor during the contract period shall be either new, or re-manufactured, manufactured by a reputable manufacturer and guaranteed for one (1) year from the date of replacement and replaced at no cost if found defective during that time.

To:

Any equipment replaced by the Contractor during the contract period shall be either new, or re-manufactured, manufactured by a reputable manufacturer and guaranteed for one (1) year from the date of acceptance and replaced at no cost if found defective during that time.

Sec. II.9.2 Maintenance Center Personnel (Page 31):

From:

Bidders must describe and certify their ability to provide maintenance and meet all requirements of RFP 20191, REV 7/21/2010. Additionally bidders may identify various locations that will provide maintenance. When identifying how maintenance will be provided bidders shall identify the address of a maintenance center or the address of an employee providing maintenance. Bidder compliance with the Maintenance provision requirements is solely the determination of OGS aka the State. Bidders shall describe how they will meet maintenance requirements and their maintenance protocols, such as remote access etc. used to meet these requirements. It is not necessary for bidders to have a maintenance center/employee in each region bid as long as they demonstrate that they meet maintenance requirements set forth in section II.9.4 (page 33) and Appendix C Part I (page 133). OGS reserves the right to request additional information to verify that bidders meet maintenance requirements.

To:

Bidders must describe and certify their ability to provide maintenance and meet all requirements of RFP 20191, REV 8/27/2010. Additionally bidders may identify various locations that will provide maintenance. When identifying how maintenance will be provided bidders shall identify the address of a maintenance center or the address of an employee providing maintenance. Bidder compliance with the Maintenance provision requirements is solely the determination of OGS aka the State. Bidders shall describe how they will meet maintenance requirements and their maintenance protocols, such as remote access etc. used to meet these requirements. It is not necessary for bidders to have a maintenance center/employee in each region bid as long as they demonstrate that they meet maintenance requirements set forth in section II.9.4 (page 31 and 32) and Appendix C (page 120). OGS reserves the right to request additional information to verify that bidders meet maintenance requirements.

Sec. II.9.3 Preventative Maintenance (Page 31):**From:**

Bidders must indicate unit, e.g. hourly, monthly, yearly, and provide a schedule fully describing the maintenance program. (See Appendix C, Part II. pages 157 and 61). This information must be clearly identified, and must be incorporated in, or attached to, that portion of the bidder's proposal providing the information requested in Appendix C of the RFP.

To:

Bidders must indicate unit, e.g. hourly, monthly, yearly, and provide a schedule fully describing the maintenance program. (See Sec. V.6 and the NYS Net Pricing Pages). This information must be clearly identified, and must be incorporated in, or attached to, that portion of the bidder's proposal providing the information requested in Appendix C of the RFP.

Sec. II.9.4 Remedial Maintenance (Page 31):**From:**

Priority Emergency Service - A "Priority Emergency" is a situation involving a "major loss" of System service, which is defined as the inability of 10% or more of the stations to make or receive calls or loss of console or Central Answering Point capabilities. The Contractor shall respond* in priority emergencies within two (2) continuous hours of when Authorized User notifies the Contractor of the emergency.

To:

Priority Emergency Service - A "Priority Emergency" is a situation involving a major malfunction of the security products or system service, which is defined as the inability of 10% or more of the security products or systems (including, but not limited to: security cameras, fire alarms and the software for the same) to not operate correctly. The Contractor shall respond* in Priority Emergencies within two (2) continuous hours following notification by the Authorized User. Authorized Users reserve the right to require a more stringent definition of a Priority Emergency at time of purchase.

Sec. III.16 Contractors Insurance Requirements (Page 44):**From:**

The bidder must submit with their proposal two original signed copies of Appendix H (Contract Insurance Commitment Letter), on their Official Corporate letterhead that it will comply with all insurance requirements if awarded a NYS Contract by obtaining and maintaining all required coverages. This letter and the following section define the contractually-required insurance coverages.

To:

The bidder must submit with their proposal two original signed copies of Appendix G (Contract Insurance Commitment Letter), on their Official Corporate letterhead that it will comply with all insurance requirements if awarded a NYS Contract by obtaining and

maintaining all required coverages. This letter and the following section define the contractually-required insurance coverages.

Sec. III.20.1 Rates for Travel Costs: (Page 52):

From:

All rates must include travel time and costs incurred for travel to and from the site. Rates and charges for the Product, installation and maintenance of the Product must include all travel and costs associated with accessing the installation site.

To:

All rates must include travel time and costs incurred for travel to and from the site. Rates and charges for the Product, installation, systems integration, and maintenance of the Product must include all travel and costs associated with accessing the installation site.

Sec. VI. Bidders Proposal Table of Contents (Pages 63-65)/Bidder Proposal Checklist (Pages 67-69):

From:

- a. Proof of Sales (Page 11, Section I.3, items 1 and 2)

The Bidder must submit one proof of sales as applicable.

3. Qualification of Bidders

Bidders must submit the following with their proposal:

A. Proof of Ability

Bidders must submit written statements with their proposal describing how they:

- i. Maintained an organization in continuous operation for at least the past three (3) Years (Page 11, Section I.3, item 3)
- ii. Possess adequate plant, financial resources, and organization as herein specified to perform type, magnitude and quality of work specified (Page 10, Section I.3, item 3)
- iii. Main Contact Person (Page 11, Section I.3, item 4)

B. Qualifications

Bidders must submit with their proposal:

- i. Proof to Conduct Business in NYS Certificate or verifiable proof to conduct business in NYS (Page 11, Section I.3, item 5).

To:

- b. Proof of Sales (Page 10, Section I.3, items 1 and 2)

The Bidder must submit one proof of sales as applicable.

4. Qualification of Bidders

Bidders must submit the following with their proposal:

C. Proof of Ability

Bidders must submit written statements with their proposal describing how they:

- i. Maintained an organization in continuous operation for at least the past three (3) Years (Page 10, Section I.3, item 3)
- ii. Possess adequate plant, financial resources, and organization as herein specified to perform type, magnitude and quality of work specified (Page 10, Section I.3, item 3)
- iii. Main Contact Person (Page 10, Section I.3, item 4)

D. Qualifications

Bidders must submit with their proposal:

- i. Proof to Conduct Business in NYS Certificate or verifiable proof to conduct business in NYS (Page 10, Section I.3, item 5).

Sec. VI. Current Contract Holders Table of Contents (Pages 70-71):

From:

NOTE: In accordance with Section III.21 of RFP 20191, and Appendix I, Bidders currently awarded contracts under a previous release of RFP 20191 are eligible to submit Regular Add Update requests to change their award from Regional to Statewide or add to Lots not previously awarded.

1. Current contract holders who were only awarded Lot: 1, and who wish to update their contract to include labor (by adding LOTS 2, 3, 4, and/or 5) need to provide the following:...
 - E. If required by Law, an NYS Fire Alarm Security Systems Installer License (Page 13, Sec. I.3.1)...
 - iii. Preventive Maintenance Descriptions (Page 33, Sec. II.9.3)
2. Current contract holders awarded LOTS 4 or 5 (no products) and wishing to add products and/or maintenance labor to their awards (Lots 1, 2, and/or 3) need to provide the following:
 - A. NYS Net Price Sheets for Products (use **UNPROTECTED** Excel for softcopies on CD's) (Page 60, Section V.6)
 - B. Manufacturer's Officially Published Catalog with List Price/MSRP (Page 60, Section V.6)
 - C. Reasonableness of Prices (Page 20, Section I.4 and Page 114 Appendix C)
 - D. Technicians' Certification Spreadsheet listing the name(s), title(s), year(s) of experience, all applicable licenses, and all applicable systems technicians' certifications for employees performing installation, systems integration, and maintenance (Reference Page 11, Section I.3, item 7 and Sec. I.3.1)
 - E. Technical Compliance Certification Form, (LOTS 1, 2, and 3) (Page 142, Appendix F)
 - F. Product Certification Spreadsheet (Page 11, Sec. I.3, item 6)
 - G. Manufacturer's Certificate(s) (Page 137, Appendix D-4)

- H. Manufacturer's/Distributor's Guarantee(s) (For Lots 2 and 3 only, Page 131, 133, and 135 Appendix D-1, 2, 3)
- I. For adding Lots 2 and/or 3, Maintenance Forms:
- i. Maintenance Center Information Form (Page 122, Appendix C (Part I))
 - ii. Remedial Maintenance Response Certification Forms (Page 123, 124, and 125 Appendix C (Part I))
 - iii. Preventive Maintenance Descriptions (Page 33, Sec. II.9.3)
3. Current contract holders who are requesting to add additional regions to their contract awards (but not new LOTS) need to provide the following:
- A. NYS Net Price Sheets for Total Hourly Rates (use **UNPROTECTED** Excel for softcopies on CD's) (Page 60, Section V.6)
 - B. Reasonableness of Prices (Page 20, Section I.4 and Page 114, Appendix C) Total Hourly Rate not included in an NYSDOL Prevailing Wage Rate Schedule,
 - C. For adding Regions and new Job Titles to contracts awarded for Lots 2-5, Description of Job Titles, Job Duties, and Advanced Training Courses (Page 60, Sec. V.6)
 - D. For adding Regions to contracts awarded for Lots 2 and/or 3, Maintenance Forms:
 - i. Maintenance Center Information Form (Page 122, Appendix C)
 - ii. Remedial Maintenance Response Certification Forms (Page 123, 124, and 125 Appendix C)
 - iii. Preventive Maintenance Descriptions (Page 33, Sec. II.9.3)

To:

NOTE: In accordance with Section III.21 of RFP 20191, and Appendix I, Bidders currently awarded contracts under a previous release of RFP 20191 are eligible to submit Regular Add Update requests to change their award from Regional to Statewide or add to Lots not previously awarded.

1. Current contract holders who were only awarded Lot: 1, and who wish to update their contract to include labor (by adding LOTS 2, 3, 4, and/or 5) need to provide the following:...
 - A. If required by Law, an NYS Fire Alarm Security Systems Installer License (Page 12, Sec. I.3.1)...
 - iii. Preventive Maintenance Descriptions (Page 31, Sec. II.9.3)
2. Current contract holders awarded LOTS 4 or 5 (no products) and wishing to add products and/or maintenance labor to their awards (Lots 1, 2, and/or 3) need to provide the following:
 - A. NYS Net Price Sheets for Products/New Labor Rates (use **UNPROTECTED** Excel for softcopies on CD's) (Page 60, Section V.6)
 - B. Manufacturer's Officially Published Catalog with List Price/MSRP (Page 60, Section V.6)
 - C. Reasonableness of Prices (Page 20, Section I.4 and Page 114 Appendix C)
 - D. For adding Job Titles to Lots 2 and 3, Description of Job Titles, Job Duties, and Advanced Training Courses (Page 60, Sec. V.6)
 - E. Technicians' Certification Spreadsheet listing the name(s), title(s), year(s) of experience, all applicable licenses, and all applicable systems technicians' certifications for employees performing installation, systems integration, and maintenance (Reference Page 11, Section I.3, item 7 and Sec. I.3.1)

- F. Technical Compliance Certification Form (LOTS 1, 2, and 3) (Page 142, Appendix F)
- G. Product Certification Spreadsheet (Page 11, Sec. I.3, item 6)
- H. Manufacturer's Certificate(s) (Page 137, Appendix D-4)
- I. Manufacturer's/Distributor's Guarantee(s) (For Lots 2 and 3 only, Page 131, 133, and 135 Appendix D-1, 2, 3)
- J. For adding Lots 2 and/or 3, Maintenance Forms:
- i. Maintenance Center Information Form (Page 122, Appendix C (Part I))
 - ii. Remedial Maintenance Response Certification Forms (Page 123, 124, and 125 Appendix C (Part I))
 - iii. Preventive Maintenance Descriptions (Page 31, Sec. II.9.3)
3. Current contract holders who are requesting to add additional regions to their contract awards (but not new LOTS) need to provide the following:
- A. NYS Net Price Sheets for Total Hourly Rates (use **UNPROTECTED** Excel for softcopies on CD's) (Page 60, Section V.6)
 - B. Reasonableness of Prices (Page 20, Section I.4 and Page 114, Appendix C) Total Hourly Rate not included in an NYSDOL Prevailing Wage Rate Schedule,
 - C. For adding Regions and new Job Titles to contracts awarded for Lots 2-5, Description of Job Titles, Job Duties, and Advanced Training Courses (Page 60, Sec. V.6)
 - D. For adding Regions and new Job Titles to contracts awarded for Lots 2-5, Technicians' Certification Spreadsheet listing the name(s), title(s), year(s) of experience, all applicable licenses, and all applicable systems technicians' certifications for employees performing installation, systems integration, and maintenance (Reference Page 11, Section I.3, item 7 and Sec. I.3.1)
 - E. For adding Regions to contracts awarded for Lots 2 and/or 3, Maintenance Forms:
 - i. Maintenance Center Information Form (Page 122, Appendix C)
 - ii. Remedial Maintenance Response Certification Forms (Page 123, 124, and 125 Appendix C)
 - iii. Preventive Maintenance Descriptions (Page 31, Sec. II.9.3)

Appendix C: (Page 100):

From:

If a bidder was NOT AWARDED a contract as a result of RFP 20191 when it was previously issued (either not submitting a bid, or being determined to be non-responsive), the bidder must complete the Proposal Form Signature Page (see _____)

To:

If a bidder was NOT AWARDED a contract as a result of RFP 20191 when it was previously issued (either not submitting a bid, or being determined to be non-responsive), the bidder **must** complete the Proposal Form Signature Page (see Pages 104 and 105).

Appendix C: Corporate Acknowledgement (Page 106):

From:

Bidders **are required** to complete, sign, notarize, and include with their proposal, two original Corporate Acknowledgement Forms (Page 129).

The individual listed on the Corporate Acknowledgement Page must be able to sign and bind the bidder. This page should also reflect the signer both the Cover page, and either the Current Contract Holders' Proposal Form (Pages 124-125) or the Proposal Form Signature Page (Page 109-110)

To:

Bidders **are required** to complete, sign, notarize, and include with their proposal, two original Corporate Acknowledgement Forms (Page 107).

The individual listed on the Corporate Acknowledgement Page must be able to sign and bind the bidder. This page should also reflect the signer both the Cover Page (Page 1), and the Proposal Form Signature Page (Page 104 and 105).

Appendix C: Questionnaire Page (Page 111):

From:

Bidders **are required** to complete and include with their proposal, the following form by checking each "accept" or Decline" to reflect if they accept or reject all terms and conditions (Pages 131 and 132).

Please Note: Any rejection may result in disqualification from recommendation for contract award (ref. OGS Answer 23 - Bid Solicitation Update 20191p02.doc/T07jb)

To:

Bidders **are required** to complete and include with their proposal, the following form by checking each "Accept" or "Decline" to reflect if they accept or decline all terms and conditions (Pages 109 and 110).

Please Note: Any decline may result in disqualification from recommendation for contract award (ref. OGS Answer 79 - Bid Solicitation Update 20191p01.doc/T07jb, dated August 27, 2010)

Appendix C: Questionnaire Page (Page 111):

From:

Bidders **are required** to complete and include with their proposal the Questionnaire Forms (Pages 136-141), including the Lot 1/Lot 2/Lot 3 Discount Summary Page and the Reasonableness of Price Questionnaire.

To:

Bidders **are required** to complete and include with their proposal the Questionnaire Forms (Pages 113-120), including the Lot 1/Lot 2/Lot 3 Discount Summary Page and the Reasonableness of Price Questionnaire.

Appendix C: Maintenance Center/Remedial Maintenance Response Certification Forms (Page 120-121):

From:

Bidders who bid LOTS 2 and 3 **are required** to complete and include with their proposal the following forms. Bidders who bid LOTS 2 and 3 **must** demonstrate and certify that they are able to meet the Remedial Maintenance Response Requirements set forth in Section II.9.4 (page 34).

Bidders should provide any Maintenance Center (Page 145) from which they will fulfill the mandatory Remedial Maintenance Requirements (ref. Section II.9.4) and listed on page 144.

It is not necessary for bidders to staff a maintenance center in each region bid so long as they meet maintenance requirements set forth in section II.9.4 (page 33). If a bidder does not require a physical presence to meet the mandatory maintenance requirements, the bidder **must** describe how they will meet the Remedial Maintenance Requirements.

Bidders who bid LOTS 2 and 3 **are required** to complete, sign and include with their proposal two original copies of the following forms to certify they are able to meet all Remedial Maintenance Requirements:

1. Remedial Maintenance Response For Priority Emergency Service (Page 146)
2. Remedial Maintenance Response For Emergency Service (Page 147)
3. Remedial Maintenance Response For Non-Emergency Service (Page 148)

BELOW IS A CHART SUMMARIZING THE VARIOUS REMEDIAL MAINTENANCE SERVICES AND THE REQUIRED RESPONSE TIMES. BIDDERS MUST DEMONSTRATE THEY ARE CAPABLE OF FULFILLING THE FOLLOWING REMEDIAL MAINTENANCE RESPONSE REQUIREMENTS. (REF. SECTION II.9.4, PAGE 33)

To:

Bidders who bid LOTS 2 and 3 **are required** to complete and include with their proposal the following forms. Bidders who bid LOTS 2 and 3 **must** demonstrate and certify that they are able to meet the Remedial Maintenance Response Requirements set forth in Section II.9.4 (page 31).

Bidders should provide any Maintenance Center (Page 122) from which they will fulfill the mandatory Remedial Maintenance Requirements (ref. Section II.9.4) and listed on page 121.

It is not necessary for bidders to staff a maintenance center in each region bid so long as they meet maintenance requirements set forth in section II.9.4 (page 31). If a bidder does not require a physical presence to meet the mandatory maintenance requirements, the bidder **must** describe how they will meet the Remedial Maintenance Requirements.

Bidders who bid LOTS 2 and 3 **are required** to complete, sign and include with their proposal two original copies of the following forms to certify they are able to meet all Remedial Maintenance Requirements:

1. Remedial Maintenance Response For Priority Emergency Service (Page 123)
2. Remedial Maintenance Response For Emergency Service (Page 124)
3. Remedial Maintenance Response For Non-Emergency Service (Page 125)

BELOW IS A CHART SUMMARIZING THE VARIOUS REMEDIAL MAINTENANCE SERVICES AND THE REQUIRED RESPONSE TIMES.

BIDDERS MUST DEMONSTRATE THEY ARE CAPABLE OF FULFILLING THE FOLLOWING REMEDIAL MAINTENANCE RESPONSE REQUIREMENTS. (REF. SECTION II.9.4, PAGE 31)

Appendix C: Emergency Contact Page (Page 126):

From:

Bidders **are required** to complete, sign and include with their proposal two original Emergency Contact Lists on the next page (Page 149).

To:

Bidders **are required** to complete, sign and include with their proposal two original Emergency Contact Lists on the next page (Page 127).

Appendix D-1 (Page 130):

From:

For LOTS 2 and 3; for each manufacturer offered, where the Bidder is not the manufacturer and not a distributor, the manufacturer's authorized representative must complete, sign and seal the Manufacturer's Guarantee. Bidders must submit with their proposal two original Manufacturer's Guarantees (Page 168)

To:

For LOTS 2 and 3; for each manufacturer offered, where the Bidder is not the manufacturer and not a distributor, the manufacturer's authorized representative must complete, sign and seal the Manufacturer's Guarantee. Bidders must submit with their proposal two original Manufacturer's Guarantees (Page 131).

Appendix D-2 (Page 132):

From:

For LOTS 2 and 3; where the bidder is a Distributor for various Manufacturers, the Distributor's authorized representative must complete, sign, notarize, and include with the bidders' proposal two (2) original Appendix D-2 Manufacturer's Guarantees (Page 172).

To:

For LOTS 2 and 3; where the bidder is a Distributor for various Manufacturers, the Distributor's authorized representative must complete, sign, notarize, and include with the bidders' proposal two (2) original Appendix D-2 Manufacturer's Guarantees (Page 133).

Appendix D-2 (Page 133):

From:

That they will either provide Manufacturer's Guarantees, in the substantially the same format as provided in this Request for Proposals, Appendix D-1 (Page 169), from all manufacturers that they represent, or certify that they will comply with the terms and conditions of the Manufacturer's Guarantee included in the Request for Proposals; and...

To:

That they will either provide Manufacturer's Guarantees, in the substantially the same format as provided in this Request for Proposals, Appendix D-1 (Page 131), from all manufacturers that they represent, or certify that they will comply with the terms and conditions of the Manufacturer's Guarantee included in the Request for Proposals; and...

Appendix D-3 (Page 134):**From:**

For LOTS 2 and 3; where the Bidder obtains their products from a Distributor, the Distributor's authorized representative must complete, sign, notarize and indicate the bidder's name. Bidders are to include with their proposal two (2) original Appendix D-3 Manufacturer's Guarantees (Page 172).

To:

For LOTS 2 and 3; where the Bidder obtains their products from a Distributor, the Distributor's authorized representative must complete, sign, notarize and indicate the bidder's name. Bidders are to include with their proposal two (2) original Appendix D-3 Manufacturer's Guarantees (Page 135).

Appendix D-4 (Page 136):**From:**

For LOTS 1, 2, and 3; for each officially published catalog offered where the Bidder is not the manufacturer, the manufacturer's authorized representative must complete and sign, and include in the bidders' proposal two (2) original Appendix D-4 Manufacturer's Certificates (Page 174).

To:

For LOTS 1, 2, and 3; for each officially published catalog offered where the Bidder is not the manufacturer, the manufacturer's authorized representative must complete and sign, and include in the bidders' proposal two (2) original Appendix D-4 Manufacturer's Certificates (Page 137).

Appendix E: Authorized User Tables (Page 138):**From:**

Bidders' **are required** to complete, sign and include with their proposal two original Authorized Users' Tables (Pages 177 and 178). Please review the Table of Authorized Users that follows and indicate agreement and acceptance to extending the contracts awarded hereunder to such entities.

To:

Bidders' **are required** to complete, sign and include with their proposal two original Authorized Users' Tables (Pages 139 and 140). Please review the Table of Authorized Users

that follows and indicate agreement and acceptance to extending the contracts awarded hereunder to such entities.

Appendix F: Technical Compliance (Page 141):

From:

Bidders, who bid LOTS 1, 2, and 3 **are required** to complete, sign and include with their proposal two original Technical Compliance Certification Forms (Page 181) certifying that the products offered each Manufacturer's officially published catalog offered:

To:

Bidders, who bid LOTS 1, 2, and 3 **are required** to complete, sign and include with their proposal two original Technical Compliance Certification Forms (Page 142) certifying that the products offered each Manufacturer's officially published catalog offered:

Appendix G: Insurance Commitment letter (Page 143):

From:

Bidders (bidding Lots 2-5) **are required** to complete and sign two (2) original copies of the following Insurance Commitment on its official corporate letterhead and forward them in its proposal. This will indicate compliance with the insurance requirements of RFP 20191 (Sec. III.17).

To:

Bidders (bidding Lots 2-5) **are required** to complete and sign two (2) original copies of the following Insurance Commitment on its official corporate letterhead and forward them in its proposal. This will indicate compliance with the insurance requirements of RFP 20191 (Sec. III.16).

Appendix J (Page 155):

From:

APPENDIX K

Manufacturer & Value Added Reseller/Distributor/Sub-Contractor Information

To:

APPENDIX J

Manufacturer & Value Added Reseller/Distributor/Sub-Contractor Information

OGS Responses to Bidder Questions
Submitted August 16, 2010

1. Inquiry:

Several documents require a bidders' Federal Employment Identification Number (FEIN). I work for the subsidiary of a large, national corporation. However, we have two separate FEIN numbers. If I use my subsidiary FEIN, can I claim my parent company as the contractor, and can an employee of the parent company sign/prepare our bid.

OGS Answer 1:

The FEIN of the proposed contract holder needs to be reflected on any proposal submitted in response to RFP 20191. Employees authorized to sign legal documents must sign the proposal that reflects the FEIN and matches the entity they work for.

2. Inquiry:

Do I need to send this bid in for periodic recruitment?

OGS Answer # 2:

Yes, to be awarded a contract under Periodic Recruitment, bidders need to submit a Proposal by the bid opening date listed in the RFP.

3. Inquiry:

If I were to miss out on this contract when is the next possible date to apply? It was mentioning something about 5 year, 1 year, 2 year, and 3 year contracts.

OGS Answer # 3:

We cannot specify when the next Periodic Reissuing of this RFP will occur. It is dependent upon several factors including, but not limited to, OGS internal resource availability. OGS anticipates this would occur at least one year from the completion of this Period Recruitment (final contract approval by OSC).

All contracts awarded based upon this solicitation will terminate simultaneously on the future anniversary date of the Office of the State Comptroller's approval of the first contract(s) resulting from this solicitation (August 26, 2012), with a five (5) year renewal option.

4. Inquiry:

I am inquiring about a niche product referenced in RFP#20191, specifically "Outdoor Perimeter (Fences/Gates/Etc.)" that you list on page 6, under categories in the Scope section.

Sonco Barricades is a leading provider of crowd control barricades for event security. These are portable barricades that interlock and can be rapidly deployed to establish a perimeter or secure areas of concern. We have recently provided our barricades for major events and currently supply the National Parks Dept for Washington, DC and many large Universities throughout the country.

Do these products fit the scope of RFP 20191?

OGS Answer # 4:

OGS is unable to determine if these are part of a Total Physical Security System and Solution and will require more information at the time of the Bid Opening. Please provide complete information in your proposal including product description and usage.

5. Inquiry:

Hayward, Inc. specializes in pedestrian access control solutions. We are manufacturers and distributors of **turnstiles, handicap access gates, barriers, and stainless steel guide railing**. All our products are warranted for 12 months. All of our turnstiles can be integrated with a wide variety of **access control, time and attendance and ticketing systems**. We are always happy to assist with system design and layout.

Do these products fit the scope of RFP 20191?

OGS Answer # 5:

It appears these solutions fit the scope of RFP 20191 in the GUARD TOUR SYSTEMS, OUTDOOR PERIMETER (FENCES/GATES/ETC.)PORTALS, and TURNSTILES, ETC areas. Please include all required information in your proposal including product description and usage.

6. Inquiry:

My company offers a Robotic Camera for harbor security, under the VideoRay product line. Does this fit the scope of RFP 20191?

OGS Answer # 6:

OGS has reviewed this product/solution and it appears to fits the scope of RFP 20191 as CAMERAS/LENS, CCTV SYSTEMS and DVR'S. Please provide complete information in your proposal including product description and usage.

7. Inquiry:

I would like to explore the possibility of getting onto a NYS contract for interrogation recording utilizing iRecord applications for which we are the exclusive dealer in NYS. The iRecord solution combines both software and hardware components (server with built in DVD drives and high capacity hard drives, microphones and camera's) that allow for law enforcement audio and video interrogation recording and child advocacy centers recordings of forensic interviews. The solution comprises none proprietary open standards technology for which agencies find very appealing (recorded DVD's can be played on any PC or laptop).

Does this solution fit the Scope of RFP 20191?

OGS Answer # 7:

It appears this solutions fits the scope of RFP 20191 as CAMERAS/LENS, CCTV SYSTEMS, VIDEO/CCTV SYSTEMS & SURVELLIANCE, DVR'S, and RECODING EQUIPMENT. Please provide complete information in your proposal including product description and usage.

8. Inquiry:

Thank you for the RFP. I did not notice any parts for strictly design, or for design/built. How are these jobs designed? By whom?

OGS Answer # 8:

RFP 20191 contains provisions for the installation of products/equipment that are part of a Total Security System and Solution and the design (design engineering) which is part of a Total Security System and Solution. These may be performed by the contract, or a combination of the contractor and subcontractor(s).

Please be advised, RFP 20191 is not a project-specific RFP, but to establish NYS Centralized Contracts.

9. Inquiry:

Our company manufactures customized physical computer security solutions to prevent theft. We work hand in hand with Dell, Apple, HP and other computer manufacturers to custom design solutions that fit their specific machines to ensure a higher level of security. Our solutions secure desktops, internal components, peripherals, monitors, notebooks, printers and servers. We would like to be included in RFP 20191, but are unsure as to whether or not NYS is looking for this to be included. Please feel free to look at our website for further understanding of our products, www.noblelocks.com.

OGS Answer # 9:

The products and solutions you are describing do not fit the scope of RFP 20191.

10. Inquiry:

Hie Electronics is the manufacturer of the TeraStack Solution which provides 78TB of online and nearline data storage while consuming a nominal 600 watts of power, and it offers virtually unlimited offline data storage through the patented removable TeraStack cartridge technology. The TeraStack Solution is a powerful combination of enterprise class application server; hard drive RAID cache; and long life extremely durable Blu-ray media. We want to be considered as a supplier to the State of New York through the Office of General Services. Please contact us so we can discuss your process for selecting and evaluating potential supplier.

At Hie Electronics, we offer a robust, reliable data storage system that will reduce your IT expenses, the Total Cost of Operations, and allow a more cost effective method of managing and archiving your secure data requirements. The TeraStack Solution provides the IT manager increased data management efficiency, security, and productivity. We can also discuss recent innovations in the data storage industry, improved storage capabilities and how to maintain greater efficiencies for many of the State of New York Information Technology organization's existing data.

You are also welcome to visit our website: www.hie-electronics.com <<http://www.hie-electronics.com>> to read more about our product capabilities and the TeraStack Solution value.

Do these products fit the scope of RFP 20191:

OGS Answer # 10:

OGS has reviewed your website regarding the TeraStack Solution.

If the TeraStack Solution is used as part of a Video Surveillance, Forensics Evidence (law enforcement, Geo-Spatial, or other Total Security System and Solution, it appears to fit the scope of RFP 20191 as CCTV SYSTEMS, VIDEO/CCTV SYSTEMS & SURVEILLANCE, DVRS, RECODING EQUIPMENT, AND GEOGRAPHIC POSITIONING SYSTEMS areas. Please provide complete information in your proposal including product description and usage.

However, general information/data storage, document archiving, network security (including but not limited to firewalls, network security appliances, etc.), etc. do not fit the scope of contracts awarded as a result of RFP 20191.

11. Inquiry:

Do certain law enforcement equipment (in-car sirens, portable traffic spikes, mobile data computers, etc.) fit the scope of RFP 20191

OGS Answer # 11:

No, these do not fit the scope of RFP 20191.

12. Inquiry:

Do Mobile Bus Surveillance Equipment/In Car-Video Cameras fit the scope of RFP 20191?

OGS Answer # 12:

It appears these fit the scope of RFP 20191 in the VIDEO/CCTV SYSTEMS AND SURVEILLANCE, CAMERAS/LENS AND DVR areas. Please provide complete information in your proposal including product description and usage.

13. Inquiry:

Would "notification systems" be considered one of the allowable categories of Security on Page 6. Examples of a "notification system" would be digital signage and public address.

OGS Answer # 13:

It appears that Notification Systems that are Part of a Total Security System fit the scope of RFP 20191 as they are in the ALARM AND SIGNAL SYSTEMS ALARM SYSTEMS – WIRELESS areas. Please provide complete information in your proposal product description and usage.

14. Inquiry:

Does this bid include Security Screening Equipment; i.e. X-Ray, Metal Detectors, Hand and Walk-through, Explosive Detection, and Narcotic Detection Systems?

OGS: Answer # 14:

Security Screening Equipment (i.e. X-Ray, Metal Detectors (hand and walk through), Explosive Detection, and Narcotic Detection) do not fit the scope of contracts awarded as a result of RFP 20191. See RFP 19745, HIRE for categories that may reflect your products.

15. Inquiry:

Will security consulting and design be a part of this solicitation?

OGS Answer # 15:

Yes, security consulting and design engineering which are part of a Total Security System and Solution fit the scope of RFP 20191. Please provide complete information in your proposal including product description and usage.

16. Inquiry:

Do Security Guard Services (including evacuation training/surveillance training, staffing, guard training, etc.) fit the scope of this RFP?

OGS Answer # 16:

No, Security Guard Services do not fit the scope of RFP 20191.

17. Inquiry:

We would like to concentrate on selling the state badge holders, and lanyards like neckless holders for access control cards and ID cards.

OGS Answer # 17:

This appears to fall into the categories of ID CARD PRINTERS, READERS, CARDS, BADGES, ACCESSORIES and ID EQUIP. ELECTRONIC CARD ID SYSTEM. Please provide complete information in your proposal including product description and usage.

18. Inquiry:

This email is to inquire if applicant fingerprinting services is included in RFP 20191? It is my understanding that such services are included.

OGS Answer # 18:

Yes, this is correct. Please provide complete information in your proposal including product description and usage.

19. Inquiry:

Our company is interested in responding to the RFP #20191, Security Systems and Solutions with one of our products. The product is a self-service visitor management solution designed to help public and private institutions maintain control and more effectively manage visitor activity. It is a user-friendly touch screen Kiosk that facilities can use to process visitors and perform a background check against a national compilation of state sex offender databases. The Kiosk features step-by-step visual instructions and audio cues to walk the visitor through the sign-in process. The process includes capturing a real-time photograph, scanning the visitors' driver's license, performs a background check against a proprietary national compilation of state sex offender databases, prints a visitor badge with a time stamp, and stores the visitor's information in a secure database. Would the State consider this product eligible for potential award under the categories listed under Section I, Scope on page 6 of the Request for Proposal Number 20191, Group 77201 - "Security Systems & Solutions"?

OGS Answer # 19:

It appears that the product described would fall into the ELECTRONIC ACCESS CONTROL area. Please provide complete information in your proposal including product description and usage.

20. Inquiry:

Do traffic cameras/traffic light cameras fit the scope of RFP 20191?

OGS Answer # 20:

It appears these fit the Scope of the RFP in the VIDEO/CCTV SYSTEMS AND SURVEILLANCE, CAMERA/LENS, MONITORING EQUIPMENT areas. . Please provide complete information in your proposal including product description and usage.

21. Inquiry:

I am interested in working with you on this project, please review my resume and company information and email me a copy of the RFP.

Global Employment Services, Inc. (GES) is a vendor to New York State Office of General Services for Information Technology Consulting & Training since 1999 and to New York State Office of Temporary & Disability Assistance for multiple job titles as a Personnel Services vendor since 2002. GES is a vendor to Finger Lakes DDSO since 2008 for LPN's and RN's.

GES is looking for work with State and private sector companies providing staffing, payroll, human resource consulting, information technology training, business solutions and career development services.

OGS Answer # 21:

OGS has reviewed your description and cannot make a determination until the time of the Bid Opening. Please be advised, all products/labor offered must be part of a Total Security System and Solution. Please provide complete information in your proposal including product description and usage. Please also review the currently-approved Total Hourly Rates under award 20191 (published NYS Net Pricing on the OGS Website) to see examples of labor/services that fit the scope of RFP 20191.

Please note: RFP 20191 is not a Project-Specific RFP, but to establish NYS Centralized Contracts.

22. Inquiry:

My company manufactures technical furniture, security/dispatch consoles and desk, and video display mounts used in security and public safety applications.
Can we respond to this RFP only addressing the products we offer as a subset to a total solution?

OGS Answer # 22:

Yes, Bidders can bid any of the lots, Lot 1, is for product only. The requirement is that products be part of a security solution.

23. Inquiry:

For Lots 2 and 3, does "Maintenance" refer the warranty provisions outlined in Appendix B, Clause 72, or to "Maintenance" that is separate from the warranty provisions:

OGS Answer # 23:

"Maintenance" listed under Lots 2 and 3 is separate from the Warranty provisions required for all products under Appendix B, Clause 72.

24. Inquiry:

Can you provide clarification or definition of the differences between "System Integration Only Lot 5" and "Installation Only Lot 4?" This is from the NYS Net Pricing Pages spreadsheets.

OGS Answer # 24:

Lot 4: Installation Only generally refers to the physical work/labor (mainly on-site) often performed by the Trades, which includes, but is not limited to:

- A. Physical running/pulling/blowing of new cable/fiber,
- B. Mounting of products onto racks/poles, etc.
- C. Other physical labor used to install equipment/components/materials that are part of a Total Security System Installation
- D. Project Management

Lot 5: Systems Integration Only is defined by RFP 20191 as "Actions required to join an existing and new system into an integrated application or to connect various components of new applications into a centralized system:"

This generally refers to the technical implementation/configuration of a Total Security System and Solution, including, but not limited to:

- A. Actions connecting previously installed equipment/components of a security system with newly installed components of a Security System to create/enhance a Total Security System and Solution
- B. Actions connecting different products/components in a newly installed system to create a Total Security System and Solution,
- C. Programming of equipment/software/firmware, technical work, Network Engineering, etc. to enable a Total Security System and Solution, and
- D. Security Consulting and Design Engineering which are part of a Total Security System and Solution.

Note: Contract Holders only awarded Lot 4 and/or Lot 5 cannot provide any products/perform any maintenance on their contract.

25. Inquiry:

If a bidder is submitting a proposal for Lot 3, is it necessary to also include separate paperwork, e.g. pricelists, Appendix D forms, etc, for the other lots?

OGS Answer # 25:

No, bidders bidding Lot 3 (Product, Installation, Systems Integration, and Maintenance) are not required to provide separate paperwork for the other Lots.

26. Inquiry:

If we apply for Lot 3, do we need to apply for separate lots in addition?

OGS Answer # 26:

No, please see above OGS Answer # 25.

27. Inquiry:

Could we be accepted for one or more parts of the Lot 3 but not all four parts (e.g. could we be accepted for installation but not maintenance)?

OGS Answer # 27:

No, bidders bidding Lot 3 (Product, Installation, Systems Integration, and Maintenance) must be accepted for all four parts to be awarded a contract in this Lot.

28. Inquiry:

In addition to Lot 3, should we apply for each of the other four Lots?

OGS Answer # 28:

Please see above OGS Answer # 25.

29. Inquiry:

Do Current Contract Holders need to resubmit an entire new proposal to add new Lots/Regions to their contract?

OGS Answer # 29:

No, current contract holders only need to submit a regular add in accordance with Sec. VI. (Pages 70-71 Current Contract Holder's Table of Contents)

30. Inquiry:

As a current contract holder, if I do not submit a Regular Add Update Request in response to this RFP, will my current contract be affected?

OGS Answer # 30:

No, but the Regular Add procedure does offer current contract holders an opportunity to add Lots/Regions they are not currently awarded.

31. Inquiry:

Do I need to provide a work in progress?

OGS Answer # 31:

No, provided that the bidder can demonstrate it meets the minimum criteria set forth in the RFP.

32. Inquiry:

For the proof of sales, are sales limited to New York State, and to Government entities?

OGS Answer # 32:

Sales are not limited to NY State, and sales are not limited to Government entities.

33. Inquiry:

Assuming you meet the criteria of previous sales, is there a limit to the number of territories that can be applied for?

OGS Answer 33:

No.

34. Inquiry

In relation to RFP #20191, Group 77201, the document specifies a qualification of three years in business (page 10, I.3, item 3) to participate in this RFP. My company is a NYS licensed systems integrator, which has been in business (active operation) for two years, but the principals have been in the industry for 20 years. We would very much like to participate in this RFP and are writing to confirm our approval to submit a response to the RFP in light of a modified qualification as it pertains to experience in the industry.

OGS Answer 34:

No, please see section 1.3. Item 3, how long the bidder is in business is the qualifier. RFP 20191 is a periodic recruitment and will be reissued yearly, or as specified by OGS. NYS welcomes your submitting a proposal when your company meets the requirements.

35. Inquiry

Regarding the requirement in Sec. I.3, Item 3 that the bidder "Has maintained an organization capable of performing the work hereinafter described, in continuous operation for at least the past three (3) years.* My company has been in continuous operation for 25 years, but only began working in the fields outlined in this RFP two years ago. Do I meet the requirement of the RFP?

OGS Answer 35:

No, while your company has been in business for more than three-years, since it has only been performing the work meeting the scope of this RFP for two years, it would not meet the criteria for contract award. RFP 20191 is a periodic recruitment and will be reissued yearly, or as specified by OGS. NYS welcomes your submitting a proposal when your company meets the requirements.

36. Inquiry:

Do I have to provide a spreadsheet with all our techs and their experience?

OGS Answer # 36:

Yes, bidders bidding Lots 2-5 need to complete the Technician's Certification Spreadsheet with the following information:

1. Technician's Name
2. Location (For Lots 2 and 3 only)
3. Title
4. Years of Experience
5. Applicable License(s)
6. Applicable Certification(s)

37. Inquiry:

In reference to Lot 3, 4 and 5, OGS is requesting a Technician's Certification Spreadsheet with detailed information on certifications and licenses as per Reference Page 11, Section I.3, item 7 and Page 13, Sec. 1.3.1. Is an NYS license required for all certified technicians and/or engineers?

OGS Answer # 37:

Reference Sec. I.3.1.

Please direct your inquiry to the NYS Department of State and include a written record of your communication in your proposal submission.

38. Inquiry:

If a technician is certified in an access control installation and also for CCTV can we use same profile for both products?

OGS Answer # 38:

Yes.

39. Inquiry:

Does the bidder need to supply financial information with the RFP response to fulfill item 11 on page 11 (to demonstrate financial stability)?

OGS Answer # 39:

Yes, please see Sec. I.3., Items 1 and 2, and Sec. I.8.

40. Inquiry:

If a bidder does not offer Fire Alarm products, is the Fire Alarm Installer license on Page 12 still required?

OGS Answer 40:

Reference Sec. I.3.1.

Please direct your inquiry to the NYS Department of State and include a written record of your communication in your proposal submission.

41. Inquiry:

We are a provider of outsourced fingerprinting services. However, because the RFP is wide-ranging and includes numerous security related categories (listed on p. 6 of the RFP), we are unsure which category we fall under. Would you please clarify where fingerprinting services fit into the category list?

OGS Answer # 41:

Reference. Sec. I.3.2.:

It is the intent of the State of New York to establish contracts for Security Systems and Solutions. These contracts may include various brands of law enforcement electronic identification equipment including Livescan, Cardscan, Photo, Signature, and System Integration Equipment. These products will be used by the New York State Division of Criminal Justice Services (DCJS) and other civil and law enforcement agencies Statewide to acquire and transmit digitized fingerprint transactions to DCJS, along with required data and other images. Listed below are specific requirements of products that various authorized contract users may require.

42. Inquiry:

Similarly, because our services involve fingerprint collection, transmission to the FBI (we are approved as a private FBI channeler) and receipt of results, as well as the possible placement and maintenance of on-site fingerprinting equipment, we are unsure if we should bid under Lot 3 –

Product, Installation, Integration & Maintenance or Lot 5 – Integration Only (both are on p. 7 of the RFP). Would you please clarify which lot would be most appropriate?

OGS Answer 42:

Please reference above OGS' Answers # 24 and 25. If your services require the purchasing of any products, maintenance, or installation, these cannot be offered under Lot 5 Systems Integration Only.

43. Inquiry:

Regarding Sec. I.3.2, what are the DCJS Fingerprint Requirements?

OGS Answer 43:

Please reference Sec. I.3.2.

Minimum requirements for the New York State Child ID card are attached. After contract award, Vendors will be required to submit five samples of Child ID Cards for DCJS staff approval prior to a purchase made from any contracts resulting from RFP 20191. Vendors who previously received approval under Group 38214 Contract, Award 02204 which took effect on August 1, 2003, should contact DCJS to determine if they would require a new approval. For questions on the approval process, contact: DCJS Biometric Technology Group at dcjs.dl.biometric.technology@dcjs.state.ny.us

SPECIAL NOTES TO PROSPECTIVE BIDDERS:

The New York State Division of Criminal Justice Services promotes the development of multi-agency cooperative ventures within a county, region or statewide which will transmit fingerprint images, event data, and photos, scars, marks and tattoos to the repository from law enforcement agencies using cardscan or livescan equipment. Vendor's proposals should include solutions that will ultimately promote such integration, especially those which include smaller agencies that typically do not have the resources to implement such systems by themselves. Multi-agency solutions typically involve the use of a centralized server, which communicates to DCJS via an approved secure connection (such as the NYeNet or direct line). Such a server can forward transactions using Simple Mail Transfer Protocol (SMTP) or more preferred robust messaging solutions such as MQSeries, or web services (via HTTPS), or secure email, at DCJS' discretion and direction. Certification testing is also required prior to the implementation of any new server or stand-alone system submitting directly to DCJS.

Livescan and cardscan equipment and printers used to reproduce fingerprint images must be certified by the FBI and a copy of the FBI certification letter should accompany any bid for these types of products. Only certified units should be listed for each item. No other make or models will be accepted for this bid.

Bidder must provide technical details and pricing for each option bid in their response to RFP 20191. This information will not be used for evaluation purposes.

(Please see the additional DCJS specifications/information provided in this section of RFP)

43a. Inquiry:

I want to know what fingerprints are required with the RFP? What fingerprints are required with the RFP?

OGS Answer 43a:

Please see above OGS Answer # 43.

43b. Inquiry:

Are the fingerprints required if we supply that type of access equipment

OGS Answer 43b:

Please see above OGS Answer # 43.

43c. Inquiry:

Is it necessary to submit Fingerprints of some of our employees?

OGS Answer 43c:

Please reference Sec. I.3.1 and OGS Answer # 36.

For inquiries regarding the NYS Fire Alarm Security Systems Installer License, please direct your inquiry to the NYS Department of State and include a written record of your communication in your proposal submission.

44. Inquiry:

If a bidder meets all criteria, would there be other considerations that could cause non-approval. If so, please give examples.

OGS Answer # 44:

OGS cannot answer this question prior to the bid opening. Please reference NYS State Finance Law Sec. 163.

45. Inquiry:

Is there a minimum "discount off of list price" that should be offered for this bid? What are the guidelines for pricing for an "acceptable" bid?

OGS Answer # 45:

Reference Sec. I.4 Method of Award:

It is anticipated that multiple award(s) will be made to Security System vendors, installers, systems integrators and providers of maintenance. Awards shall be made regionally and statewide. Because of the varied nature of products in each offering, awards may be made to more than one vendor and only to bidders whose schedule of prices indicates that equipment will be delivered at a reasonable price as determined by the New York State Office of General Services. "Reasonable prices" may be determined by:

1. *Reviewing pricing on any contracts awarded by GSA, Veteran's Administration (VA), Department of Defense (DOD), and other government entities*
2. *Reviewing pricing on any other state government contract*
3. *Reviewing pricing on any previously awarded NYS contract,*
4. *Reviewing pricing offered by other Bidders for this solicitation*
5. *Reviewing pricing offered by bidders to their best commercial customer(s)*
6. *Reviewing other information deemed necessary by the Office of General Services*

46. Inquiry:

Bid pricing. In order for our bid to be successful, does our product bid have to be placed at OR lower than identical products already on the contract?

OGS Answer # 46:

Please see above OGS' Answer # 45.

47. Inquiry:

Is there a limit to the number of manufacturers we can offer on the bid? For example, if I am a distributor of 300 Manufacturer's Product Lines?

OGS Answer # 47:

No.

48. Inquiry:

Is there any advantage (from a bid acceptance point of view) to offering more lines or fewer lines?

OGS Answer 48:

OGS cannot answer this question as it is a business decision of the bidder.

49. Inquiry:

Quick question, in looking over the NYS contract proposal that needs to be completed, what criteria is followed in determining who gets awarded a NYS contract? Is it strictly cost driven?

OGS Answer # 49:

Please see above OGS Answer # 45 and reference Sec. I.4.2 Evaluation/Award Criteria.

The maximum point values to be awarded to each lot, region and or statewide will be:

Qualifications / Technical Ability / Comprehensive Product Offerings	-	60
Price considerations	-	<u>40</u>
Total		100

Proposals received will be evaluated and assigned points by category as indicated below:

• Qualifications / Technical Ability	-	35 Pts
• Comprehensive Product Offerings	-	<u>25 Pts</u>
Total possible points	-	60 Pts
• Pricing	-	<u>40 Pts</u>
Total possible points	-	100 Pts

50. Inquiry:

I just found out about this. Have we missed any critical meetings or messages?

OGS Answer # 50:

There is no pre-bid meeting as RFP 20191 is not a project-specific RFP. Please see Sec. I.6 Key Events/Dates for a Timeline of the RFP.

51. Inquiry:

I am waiting for D&B to provide my report. The Rep was not sure what I needed. Am I correct in saying it was an Audit of our company and then rated?

OGS Answer # 51:

Reference Sec. I.8:

Bidders must provide either a Dun & Bradstreet (D&B) Comprehensive Insight Plus Report™ for small Business or Comprehensive Report for large business. The report must be dated no more than 6 months prior to the bid opening date.

52. Inquiry:

We have a very large web site with all are products listed with pricing. So I didn't understand page 26 about having NYS contract website, does this mean we would have to elect to have a separate hosted web site for NYS only.

OGS Answer # 52:

Reference. Sec. II.3.5

The State would prefer and recommends that successful bidders have a designated NYS contract website that NYS Authorized Contract Users can access for product line, pricing, contact information, etc. This website will be listed under the Contractor information. The website will be the responsibility of the contractor to maintain and keep updated. Changes in product line or pricing must be approved by the Procurement Services Group in accordance with any terms included in this bid prior to addition to the website. Hard copy catalog and price lists, either in paper format or electronic format, must be available to all end users who either do not have web access or prefer the optional format.

Please Note: OGS will be posting all approved contract holders' pricing to its website.

53. Inquiry:

II.3.6 PRICE SHEETS AND CATALOGS, Page 26, calls for contract holders to make copies available to authorized users. As users have the option to request hard copies, and as quantities are not limited, would contract terms allot for reimbursement for large quantities of hard copies provided in response to a request?

OGS Answer # 53:

No.

54. Inquiry:

Under "II.9.4 REMEDIAL MAINTENANCE", "A 'Priority Emergency'" is defined as a "major loss of System service, which is defined as the inability of 10% or more of the stations to make or receive calls or loss of console or Central Answering Point capabilities"- as these criteria appear to reference telecommunications technology, please clarify whether a "priority emergency" would apply to security systems and how bidders would be able to identify a "priority emergency" in the event of service issues affecting equipment not designed to "make" or "receive" calls.

OGS Answer # 54:

Yes, "Priority Emergency" refers to Security Systems and Solutions as defined in this RFP.

OGS will update this language to reflect the following:

Priority Emergency Service - A "Priority Emergency" is a situation involving a major malfunction of the security products or system service, which is defined as the inability of 10% or more of the security products or systems (including, but not limited to: security cameras, fire alarms and the software for the same) to not operate correctly. The Contractor shall respond* in Priority Emergencies within two (2) continuous hours following notification by the Authorized User. Authorized Users reserve the right to require a more stringent definition of a Priority Emergency at time of purchase.

Please see Page 4 of this document.

54a. Inquiry:

Does "response" entail service personnel dispatched to customer site?

OGS Answer # 54a:

Remedial Maintenance Responses may entail either personnel dispatched to customer site or remote access. The requirement for RFP 20191 is that the contract holder "responds" in accordance with the following definition for Sec. II.9.4:

"Respond" (for Sec. II.9.4) shall be when the contract holder commences performing remedial maintenance. "Commence Performing" is when a qualified and prepared technician is actually working on, examining, or in some way servicing the system with a malfunction to attempt to correct the problem. Scheduling, simply returning a phone call, having an untrained representative/unprepared technician arrive on site, etc. do not constitute meeting the Response Time Requirements.

54b. Inquiry:

Would service rendered through remote connectivity, if available, meet the contract definition of "response"?

OGS Answer # 54b:

Yes, provided that this remote connectivity service involves the contract holder commencing performing remedial maintenance (see above OGS Answer # 49 for the definition of "Respond" for Sec. II.9.4).

55. Inquiry:

Pg 43 (III.15.1) Adjustments to PWR Schedules

Is the 35% Markup used for example purposes – can bidders use % markup that they determine is appropriate for their business?

OGS Answer # 55:

Yes, the 35% markup is used only for example. Bidders need to determine their appropriate Percent markup for the Prevailing Wage Rates which, once established, cannot be increased for the life of contract.

56. Inquiry:

Should I submit with the RFP a copy of our insurance certificates

OGS Answer # 56:

No, that is not necessary. Please submit two (2) completed and signed hardcopies of the Insurance Commitment letter in Appendix G.

57. Inquiry:

Page 44 of group #77201 bid package, in section III.16 second paragraph, refers to appendix G (contract insurance commitment letter) – but appendix H contains that form – a little confusing

OGS Answer # 57:

Thank you for bringing this to our attention. This should say Appendix G. Please see Pages 4 and 5 of this document for the updated language.

58. Inquiry:

Is the use of subcontractors allowed for this solicitation?

OGS Answer # 58:

Yes.

59. Inquiry:

We do not use Subcontractors. Is this required?

OGS Answer # 59:

Bidders are not required to utilize subcontractors. However, they have the ability to add subcontractors in the future in accordance with the Terms of Sec. III.19/III.21 and must agree to these terms.

60. Inquiry:

Should prospective subcontractors be identified and named in the bid?

OGS Answer # 60:

Yes. Please use Appendix J: Manufacturer & Value Added Reseller/Distributor/Sub-Contractor Information

61. Inquiry:

Can additional subcontractors be added at a later date?

OGS Answer # 61:

Yes, please see Sec. III.21 Contract Update Procedures.

62. Inquiry:

If the use of subcontractors is allowed can the bidder provide subcontractor's license technician's information in the Technician's Certification Spreadsheet?

OGS Answer # 62:

Yes.

63. Inquiry:

Can we add and delete manufacturers' lines at a later time?

OGS Answer # 63:

Yes, please see Sec. III.21 Contract Update Procedures.

64. Inquiry:

Are there any time restrictions (e.g. quarterly/Periodic Recruitment) for Auto Add Updates.

OGS Answer # 64:

No.

65. Inquiry:

Since we are a Distributor of Security Related products "Only" with no installation offered are we obligated to answer all the questions that include Maintenance / Installation etc. on the RFP Group 77201? We are only bidding on Lot 1 "Product Only".

OGS Answer # 65:

Certain documents/forms are not necessary for bidders only bidding Lot 1 Product Only to complete (please see Sec. VI Bidders' Proposal Bidders Table of Contents/Bidder Checklist).

However, in the event they submit Regular Add Request to add any Lot with Labor (e.g. Lot 3) during the next Periodic Recruitment, they must agree to these provisions.

65a. Inquiry:

Since we are a true Distributor who does not sell direct to the "End Users" can we include Authorized Resellers to our OGS contract?

OGS Answer # 65a:

Yes; if you are bidding Lot 1: Product Only.

65b. Inquiry:

If so how many Authorized Resellers can we include per Lot or on our proposed OGS contract ?

OGS Answer # 65b:

There is no limitation on the number of resellers that can be added on the State Contract (e.g. Per Region).

However, resellers can only be added to Lot 1: Product Only Contracts. For Lots 2-5 (which involve labor/services), only subcontractors can be added/included.

65c. Inquiry:

If Authorized Reseller are allowed are they confined to any certification, Insurance, bonding or length of time in business?

OGS Answer # 65c:

Please See Sec. III.19.1. Value Added Resellers and Distributors.

65d. Inquiry:

How do we handle the Installing Process since we are the ones responsible for our proposed OGS contract?

OGS Answer # 65d:

Resellers added to a Lot 1: Product Only contract cannot perform any labor/services (installation, systems integration, and/or maintenance) on this contract. Distributors may bid Lots 2-5 and utilize these resellers as subcontractors to perform labor.

66. Inquiry:

We are NY state certified MBE/DBE.

I would like to know if the new law signed by the Governor David Paterson to award 27% of all government contract apply to this solicitation?

OGS Answer # 66:

RFP 20191 is an existing procurement that predated the adopting of this legislation, hence it would not apply.

Additionally, RFP 20191 is for NYS Centralized Contracts, not a project-specific RFP.

The current goals in RFP 20191 for M/WBE participation are as follows:

MBE – 4%

WBE – 4%

67. Inquiry:

Are there any MWBE goals for this solicitation?

OGS Answer # 67:

Yes, please see above OGS' Answer # 66.

68. Inquiry:

In the event a manufacturer has not published an MSRP price list at the time of bid submission, is there another acceptable means for establishing a list or MSRP price basis?

OGS Answer # 68:

Section V.6 (page 61-62) describes the format and content for all NYS Net Pricing Pages. All MSRP (Suggested Retail) prices should be from the Manufacturer's or Bidder's Officially-Published Catalog. OGS cannot accept any product pricing pages that are not based on an MSRP or equivalent pricing (i.e. Commercially-Based List Price, etc.) Bidders must also demonstrate reasonableness of price for all products offered (ref. Section 1.4 Method of Award and Reasonableness of Price Questionnaire Pages 112 and 114).

69. Inquiry:

Do I include a Manufacturer's Catalog from ADI or Honeywell?

OGS Answer # 69:

Bidders need to include the product catalog with an MSRP or equivalent (e.g. Commercially-based List Price) that they used to develop their NYS Net Pricing.

70. Inquiry:

I will submit 3 copies of the RFP in loose leaf and price list on CD Is this correct?

OGS Answer # 70:

For new bidders, two hardcopies of all documents with an original signature (excluding the Proposal Form Signature Page) are required. The Proposal Form/Signature Page needs to be provided in triplicate. All other forms should be submitted electronically only.

71. Inquiry:

Bidders are required to supply ONE (1) THREE-RING LOOSELEAF BINDER WITH ALL DOCUMENTS REQUIRING ORIGINAL SIGNATURES AND TWO (2) BIDS IN SOFTCOPY (ON CD) and include as part of the bid all items listed in the Bid Table of Contents and Checklist using the Bid Table of Contents and Checklist as their TABLE OF CONTENTS for their bid submission.

Are product price sheets not required to be included in binder?

OGS Answer # 71:

Correct, hardcopy product price sheets are not required to be included in the binder. All pricing (NYS Net Pricing Pages) should be included electronically in unprotected excel spreadsheets on either Archival CD or Flashdrive.

72. Inquiry:

Do we need to send in all 160 pages of this bid?

OGS Answer # 72:

No, bidders are only required to provide the information/forms outlined in Sec. VI. Bidders should retain a copy of the RFP as it forms the basis of the NYS Centralized Security Systems and Solutions Contracts.

73. Inquiry:

Section I Page 72 NYS Vendor Responsibility Questionnaire. We must log on & submitted a notarized form to get access to the online questions.

OGS Answer # 73:

That is correct.

73a. Inquiry:

For the Vendor Responsibility Questionnaire, are we required to print the notarized access form, questions/ answers and include the hardcopy in our proposal?

OGS Answer # 73a:

No, provided you have registered and completed the online form. Please include an insert advising OGS of this.

73b. Inquiry:

For the Vendor Responsibility Questionnaire, are we required to submit 2 electronic copies of the access form, questions/ answers with our proposal?

OGS Answer # 73b:

No, provided you have registered and completed the online form. Please include an insert advising OGS of this.

74. Inquiry:

Section J (ST 220 TD page 72 (send directly to NYS Department of Taxation and Finance). We submitted an ST220TD Form directly to NYS Department of Taxation and Finance last year for NYS OGS Telecom Contract # 21350. Are we required to send another ST22 TD for the NYS OGS Security RFP 20191?

OGS Answer # 74:

OGS is unable to answer this question. Please contact NYS Department of Tax and Finance to see if you are required to file a New ST-220 TD with NYS Tax and Finance.

OGS requires two (2) completed, signed, and notarized ST-220 CA forms reflecting your current registration status with Department of Tax and Finance.

75. Inquiry:

The following paragraph, from Appendix C/Page 100, appears to be incomplete:

If a bidder was NOT AWARDED a contract as a result of RFP 20191 when it was previously issued (either not submitting a bid, or being determined to be non-responsive), the bidder must complete the Proposal Form Signature Page (see _____)

Complete Text is requested

OGS Answer # 75:

Thank you for bringing this to our attention. This should finish with "see Pages 103 and 104". Please see Pages 8 and 9 of this Purchasing memorandum for completed text.

76. Inquiry:

As a security electronics distributor we rep over 70 product lines. Can't possibly list every manufacturer and part number by due date. If we had the time the information your looking for would look like the Library of Congress. So I guess what I'm asking is there something more simplified so I can keep updating my listing after packet is submitted?

OGS Answer # 76:

Bidders are required to provide pricing in the format outlined in Sec. V.6 and in the NYS Net Pricing Pages Excel Spreadsheet.

Please also reference OGS Answer # 68.

77. Inquiry:

Addendum. From my understanding, an addendum is a change/update made by the OGS office on the RFP document. Is that correct?

OGS Answer # 77:

This is correct. All Addenda will be issued Via the OGS Bidder Notification System.

77a. Inquiry:

And this addendum has to be included in the final RFP proposal. Am I correct here as well?

OGS Answer # 77a.

This is correct. Any addendum issued for RFP 20191 must be included in the Final Proposal. Bidders only need to forward the completed and signed endorsement Page (for this Addendum, Page 1 of this document).

77b. Inquiry;

Is there anything else that I am missing about addenda or is this all there is to it?

OGS Answer 77b:

No, but if any additional addenda are issued, bidders will need to include this in their proposal as well.

78. Inquiry:

As I go through the paperwork for the Contract, I see the mention of Addendum 1 and Addendum 2. Where can I find these Addenda?

OGS Answer # 78:

These were provided as examples of possible future Addendums that could be issued for RFP 20191. Addendum 1 (which includes this Q & A Document) is being issued on August 27, 2010 and the completed/signed Acknowledgement Page must be included in bidder's proposals submitted in response to RFP 20191.

79. Inquiry:

Does selecting "Decline" in any one of these categories eliminate the bidder from further consideration (ref. forms on Pages 109 and 110)?

OGS Answer # 79:

Yes, it would make a proposal non-responsive and ineligible for recommendation for contract award.

80. Inquiry:

Section G Questionnaire Form (pages 113- 119). The first page (page 113) indicates contractors bidding Lots 1, 2, 3 need to fill out Section G Questionnaire Form. We are bidding Lot 4 only and Lot 5 Only; are we required to fill out any of the Questionnaire Pages? If yes to Question 78 what pages do bidders bidding Lots 4 or 5 need to fill out?

OGS Answer # 80:

Yes, bidders bidding Lots 4 and/or 5 only are required to complete the Questionnaire Pages. They need to complete all pages in the Questionnaire except for Page 113 (Lot 1/Lot 2/Lot 3 Percent Discount Summary Page).

81. Inquiry:

For the Reasonableness of Price Questionnaire (Page 114), if we are only using pricing from one entity (e.g. a GSA Schedule), can we simply attach a spreadsheet listing the Product Lines and Catalogs as opposed to completing separate pages for each product line.

OGS Answer # 81:

Yes.

82. Inquiry:

Does the Manufacturer's Guarantee only apply to a project we sell off of State Contract?

OGS Answer # 82:

The Manufacturer's Guarantee applies to all work performed under Lot 2 or Lot 3 contracts awarded as a result of RFP 20191.

83. Inquiry:

Am I correct in thinking that if we sell equipment only we need that Guarantee?

OGS Answer # 83:

No, Bidders bidding Lot 1: Product Only are required to provide Mfr.'s Certificates for the product lines they do not manufacture. Mfr.'s/Distributor's Guarantees are only required for Lots 2 and 3.

84. Inquiry:

Our company is a Systems Integrator which is an authorized dealer for each product manufacturer. For the purpose of Bidder Type and Manufacturer's Guarantee, would our company be considered a Reseller (for Manufacturer) requiring Appendix D-1 and D-4 be completed or would our company be considered a Distributor (for Manufacturer) requiring Appendix D-2 and D-4 be completed?

OGS Answer 84:

As a Security Integrator, you would probably be considered a Reseller from the Manufacturer and have to provide the Appendixes D-1 and D-4 from each manufacturer.

Security Integrators can also obtain an Appendix D-3 and Appendix D-4 from a Distributor for product lines they (the Security Integrator) do not manufacture.

85. Inquiry:

Appendix D-2 also references that be Appendix D-1 be completed. Is this correct?

OGS Answer # 85:

Appendix D-2 states the following:

"That they [Distributor bidding Lots 2 or 3] will either provide Manufacturer's Guarantees, in the substantially the same format as provided in this Request for Proposals, Appendix D-1 (Page 169), from all manufacturers that they represent, or certify that they will comply with the terms and conditions of the Manufacturer's Guarantee included in the Request for Proposals"

Additionally, OGS has updated this Page of the RFP (Please see Page 11 of this document), to reflect Page 133.

86. Inquiry:

If the same product is bid in different Lots and multiple Regions, how are these combinations to be accounted for on the bid forms?

OGS Answer # 86:

If bidding the same products for multiple Lots, please insert the pricing information into the Product Pricing Tab for each Lot. Product pricing should not vary by Region, however, for the labor rates, bidders may create separate tabs for the specific regions.

87. Inquiry:

I received the email referencing the opening of your OGS Security Solution contract, I have a question on the Manufacturer's Certificate letter that you sent me, are those still current or were there any changes to them? as I already sent them out to all my Security Manufacturer's.

OGS Answer # 87:

The Mfr.'s Certificate has not been altered from the previous reissuing of RFP 20191. The Mfr.'s Guarantee/Distributor's Guarantees have been updated.

88. Inquiry:

On page 130 of the RFP there is a reference to the Manufacturer's Guarantee on page 168. Should this be Appendix D-1 on page 131, if not what is the correct page?

OGS Answer # 88:

You are correct. Thank you for bringing this to our attention. We have updated this reference to page 131. Please see Pages 11 of this document.

89. Inquiry:

On Page 132, it states:

For LOTS 2 and 3; where the bidder is a Distributor for various Manufacturers, the Distributor's authorized representative must complete, sign, notarize, and include with the bidders' proposal two (2) original Appendix D-2 Manufacturer's Guarantees (Page 170).

OGS Answer # 89:

You are correct. Thank you for bringing this to our attention. We have updated this reference to page 133. Please see Pages 11 and 12 of this document.

90. Inquiry:

We are not distributors of equipment do I still need a Manufacturer's Guarantee?

OGS Answer # 90:

Yes, bidders bidding Lots 2 or 3 and offering product lines they do not manufacturer must provide Manufacturer's Guarantee(s)/Distributor's Guarantee (Distributor to Bidder).

91. Inquiry:

I am in the process of putting together a proposal in response to your RFP 20191 dated August 6, 2010. Do you have a particular letter that is needed from a manufacture in order for us to place their product pricing under our contract?

It was my understanding that the State wanted to make sure that a vendor's product would be supported should the integrator go out of business.

OGS Answer # 91:

Yes, please see above OGS Answers # 83 and 84.