

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 2020

County of Boone

} ca.

In the County Commission of said county, on the

11th

day of

June

20 20

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the utilization of the State of New York Cooperative Contract PC69032 for Hazardous Incident Response Equipment with Selex ES for the purchase of license plate readers for the Sheriff's Department.

The terms of the cooperative contract are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 11th day of June 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Jane M. Thompson
Jane M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo, CPPO, C.P.M
Senior Buyer



613 E. Ash St, Room 110
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, Senior Buyer
DATE: June 11, 2020
RE: Cooperative Contract PC69032 – Hazardous Incident Response
Equipment (License Plate Readers) – Sheriff's Department

Purchasing requests permission to use contract PC69032 for Hazardous Incident Response Equipment with Selex ES for the purchase of license plate readers for the Sheriff's Department. The contract has been established as a cooperative contract by the State of New York – Office of General Services.

The contract period runs June 1, 2020 through May 31, 2025.

The Department/Account code that will be used for purchases is 2901 – Sheriff Operations – LE Sales Tax/92300 – Replacement Machinery & Equipment – Term & Supply.

/lp

c: Contract File

**PURCHASE AGREEMENT
FOR
Hazardous Incident Response Equipment (Group 38232)
for the Boone County Sheriff's Department (License Plate Readers)**

THIS AGREEMENT dated the 11th day of June 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Selex ES Inc., a Leonardo Company (d/b/a ELSAG ALPR Solutions)**, herein "Vendor."

IN CONSIDERATION of the parties' performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Hazardous Incident Response Equipment (HIRE)**, in compliance with all bid specifications and any addenda issued for the Hazardous Incident Response Equipment (HIRE), State of New York bid/contract # PC69032 and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted may be permanently maintained in the County Purchasing Office contract file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the State of New York cooperative contract (Group 38232, Contract number **PC69032**) and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Hazardous Incident Response Equipment as identified and responded to in the Contractor's Bid Response and the enclosed pricing pages. Service/equipment shall be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.

3. **Delivery** - Vendor agrees to deliver equipment within 30-90 days after receipt of order depending on equipment ordered. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.

4. **Contract Duration** - This agreement shall commence on **June 1, 2020** and extend through **May 31, 2025** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

5. **For Fixed Asset Tracking** – Send list of equipment ordered from contract, with their individual serial numbers to Boone County Auditor, 801 E. Walnut, Room 304, Columbia, MO 65201 within thirty (30) days from date of purchase order.

6. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff Department, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202 and billings may only include the prices listed in the vendor's bid response. No additional fees for paper-work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is

resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

7. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

8. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

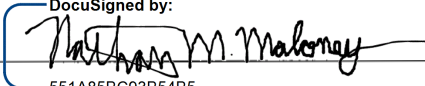
9. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:


- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**SELEX ES INC.,
A LEONARDO COMPANY
D/B/A ELSAG ALPR SOLUTIONS**

BOONE COUNTY, MISSOURI

DocuSigned by:

by _____
551A85BC93B54B5...
title VP Marketing

by: Boone County Commission
DocuSigned by:

_____ Presiding Commissioner
DAB884CE98E4B...

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:

_____ County Counselor
7D7D6AEE9974B...


DocuSigned by:

_____ County Clerk
7D82DA988BF6495...

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

2901-92300 - Term & Supply

DocuSigned by:  Signature _____ 4147B4E3F1C847D...	6/5/2020 Date	Appropriation Account
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STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

(Please complete and return)

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if the contract amount is in excess of \$5,000. Attach to this form the *E-Verify Memorandum of Understanding that the vendor completed when enrolling.* The link for that form is:

<https://www.e-verify.gov/employers>

**WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of _____)
)ss
State of _____)

My name is _____. I am an authorized agent of _____
_____ (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract must affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, must not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

_____ Date
Affiant

Printed Name

Subscribed and sworn to before me this ___ day of _____, 20__.

Notary Public



**Office of
General Services**

**Procurement
Services**

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification

Title	:	Group 38232 – Hazardous Incident Response Equipment (HIRE) Classification Code(s): 41, 42, 43, 46, 85, 92
Award Number	:	<u>23173</u> (Replaces 22872)
Contract Period	:	June 1, 2020 – May 31, 2025
Bid Opening Date	:	September 10, 2019
Date of Issue	:	June 1, 2020
Specification Reference	:	As Incorporated In The Solicitation
Contractor Information	:	Begins on Page 3 of This Award

Address Inquiries To:

State Agencies & Vendors		Political Subdivisions & Others	
Name	: Bradford Deforge		Procurement Services
Title	: Contract Management Specialist I		Customer Services
Phone	: 518-473-3876	Phone	: 518-474-6717
Fax	: N/A	Fax	: 518-474-2437
E-mail	: bradford.deforge@ogs.ny.gov	E-mail	: customer.services@ogs.ny.gov

**Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

The purpose of these Contracts is to provide Authorized Users with a means of acquiring various types of Hazardous Incident Response Equipment (HIRE) consistent with the Department of Homeland Security Authorized Equipment List (DHS AEL).

PR #23173

(continued)

3823223173a

NOTE: See individual contract items to determine actual awardees.

Contractor information (i.e. Company Name, Address, Pricing Pages, Authorized Resellers) may be found on a separate attachment titled "CONTRACTOR INFORMATION" which is housed on the Award Summary page.

Contractor information (i.e. DHS AEL Categories Offered, Volume Discounts, Delivery, Price List Info, Payment Terms, MWBE status, etc.) may be found on a separate attachment titled "CONTRACTOR INFO PAGE" which is housed on the "CONTRACTOR INFORMATION" page.

SCOPE:

It is the intent of this Award to provide Authorized Users with a means of acquiring various types of Hazardous Incident Response Equipment (HIRE) consistent with the Department of Homeland Security Authorized Equipment List (DHS AEL). The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs. The list consists of 21 equipment Categories, which are divided into Categories, Sub-Categories and then individual equipment items (Products). For purposes of this Award, OGS has limited and/or excluded Categories, Sub-Categories and/or items within the DHS AEL. Additional details regarding limitations and exclusions may be found on a separate attachment titled "DHS AEL" which is housed on the Award Summary page.

The following Categories are available under Award No. 23173

1. Personal Protective Equipment (PPE)
2. Explosive Device Mitigation and Remediation Equipment
3. CBRNE Operational and Search and Rescue Equipment (Unmanned Aircraft/Drones Excluded)
4. Information Technology (Equipment Only (Example: Simulators such as Portable Meteorological Devices))
5. ~~Cyber Security Enhancement Equipment~~ (Entire Category Excluded)
6. Interoperable Communications Equipment (Limited to Satellite Phones/Communication & Accessories)
7. Detection Equipment
8. Decontamination Equipment
9. Medical Equipment (Pharmaceuticals Excluded)
10. Power Equipment
11. CBRNE Reference Materials (Databases Excluded)
12. CBRNE Incident Response Vehicles (Limited to All-Terrain Vehicles, 2-Wheeled Transports, Robot Trailers, Water Storage, Water Trailers, Foam Trailers, Storage Trailers, Pumpers & Accessories Only)
13. ~~Terrorism Incident Prevention Equipment~~ (Entire Category Excluded)
14. Category 14 – Physical Security Enhancement Equipment (Limited to Blast Resistant Receptacles/Systems, Jersey Walls/Barriers Only)
15. Category 15 – Inspection and Screening Systems
16. Category 16 – Animal and Plants (Equipment Only; Pharmaceuticals Excluded)

GROUP 38232 – HAZARDOUS INCIDENT RESPONSE EQUIPMENT (HIRE) AWARD 23173 PAGE 3

17. Category 17 – CBRNE Prevention and Response Watercraft (Limited to Fiberglass and Rigid-Hulled Inflatable Boats and their Parts and Accessories Only)
18. Category 18 – CBRNE Aviation Equipment (Limited to Night Vision Equipment, Forward Looking Infrared Equipment (FLIR), and Aircraft Mounted CBRNE Detection Equipment Only)
19. Category 19 – CBRNE Logistical Support Equipment
20. Category 20 – Intervention Equipment
21. Category 21 – Other Authorized Equipment (Maintenance, Calibration, & Training for Equipment Bid Only)

<u>NYS OGS CONTRACT NUMBER</u>	<u>CONTRACTOR INFORMATION</u>	<u>DHS AEL CATEGORIES</u>
PC69006 SB	AAA Emergency Supply Co., Inc. 635 North Broadway White Plains, NY 10603 FEIN#: 13-1994315 VID#: 1000026081	1, 3, 6, 7, 8, 9, 10, 12, 19, 21
PC69007	All Hands Fire Equipment, LLC 7 3 rd Avenue Neptune City, NJ 07753 FEIN#: 58-2671638 VID#: 1100070624	1, 2, 3, 7, 8, 9, 10, 17, 19, 20
PC69008	All Safe Industries, Inc. 11360 Bluegrass Parkway Louisville, KY 40299 FEIN#: 61-1338843 VID#: 1100235356	1, 3, 4, 7, 8, 9, 16, 19, 21
PC69010	Aramsco, Inc. 1480 Grandview Ave, PO Box 29 Thorofare, NJ 08086 FEIN#: 84-1674268 VID#: 1000009731	1, 3, 6, 7, 8, 9, 10, 12, 19
PC69011	Atlantic Diving Supply, Inc. dba ADS 621 Lynnhaven Parkway, Suite 160 Virginia Beach, VA 23452 FEIN#: 54-1867268 VID#: 1000032148	1, 2, 3, 8, 9, 10, 17, 18
PC69013 WBE SB	Better Power, Inc. 200 Mile Crossing Blvd. Suite 1B Rochester, NY 14624 FEIN#: 16-1422551 VID#: 1000008177	10, 14
PC69015	CEIA USA Ltd. 9155 Dutton Drive Twinsburg, OH 44087 FEIN#: 31-1504710 VID#: 1000040545	7
PC69016 SB	Coastal Fire Systems, Inc. 16 South Ketcham Avenue Amityville, NY 11701 FEIN#: 20-3010573 VID#: 1100017248	1, 3, 4, 7, 8, 9, 10, 19, 21

GROUP 38232 – HAZARDOUS INCIDENT RESPONSE EQUIPMENT (HIRE) AWARD 23173 PAGE 4

PC69017	Common Cents EMS Supply, LLC 304 Boston Post Rd Ste 2 Old Saybrook, CT 06475 FEIN#: 10-0001427 VID#: 1100133302	9
PC69018	DiVal Safety Equipment, Inc. 1721 Niagara St. Buffalo, NY 14207 FEIN#: 16-1104585 VID#: 1000003488	1, 3, 4, 6, 7, 8, 9, 10, 12, 16, 17, 19, 21
PC69020	Federal Resources Supply Company 235G Log Canoe Circle Stevensville, MD 21666 FEIN#: 52-2133636 VID#: 1000044935	1, 2, 3, 4, 7, 8, 9, 10, 15, 19, 21
PC69021	Galls, LLC 1340 Russell Cave Road Lexington, KY 40505 FEIN#: 20-3545989 VID#: 1000040127	1
PC69022 WBE SB	Hi-Tech Fire & Safety, Inc. 158 Allen Blvd, Suite A Farmingdale, NY 11735 FEIN#: 11-2984005 VID#: 1000024515	1, 3, 7, 8
PC69023	Laerdal Medical Corporation 167 Myers Corners Road Wappingers Falls, NY 12590 FEIN#: 13-2587752 VID#: 1000026166	1, 9, 21
PC69024 WBE	LAURUS Systems, Inc. 3460 Ellicott Center Dr. Suite 101 Ellicott City, MD 21043 FEIN#: 52-2326481 VID#: 1000009468	7, 15, 21
PC69026	Municipal Emergency Services, Inc. 66 Firemen's Way Poughkeepsie, NY 12603 FEIN#: 65-1051374 VID#: 1000048430	1, 3, 7, 8, 9, 10, 19, 20, 21
PC69027	NDI Technologies, Inc. dba NDI Recognition Systems 105 East SR 434 Winter Springs, FL 32708 FEIN#: 76-0730481 VID#: 1100015554	3
PC69029	Rapiscan Systems, Inc. 2805 Columbia Street Torrance, CA 90503-3804 FEIN#: 95-4413488 VID#: 1000056125	7, 15
PC69030	Safeware, Inc. 4403 Forbes Blvd Lanham, MD 20706 FEIN#: 52-1152883 VID#: 1000040889	1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 15, 19, 21

GROUP 38232 – HAZARDOUS INCIDENT RESPONSE EQUIPMENT (HIRE) AWARD 23173 PAGE 5

PC69031	SecureWatch24, LLC dba SW24 One Penn Plaza, Suite 4000 New York, NY 10119 FEIN#: 20-0914683 VID#: 1000044257	1, 4, 7, 9, 10, 14, 21
PC69032	Selex ES, Inc. 7 Sutton Place Brewster, NY 10509 FEIN#: 98-0353098 VID#: 1100121125	3, 4
PC69033	Smiths Detection, Inc. 2202 Lakeside Boulevard Edgewood, MD 21040 FEIN#: 22-3552823 VID#: 1000008854	2, 7, 15, 21
PC69034 SB	South Shore Fire & Safety Equipment Distributors, Inc. 579 East Meadow Avenue East Meadow, NY 11554 FEIN#: 11-1996719 VID#: 1000005586	1, 3, 7, 8, 19, 20, 21
PC69035	SRT Supply, LLC 1523 Chaffee Road S, Unit 12 Jacksonville, FL 32221 FEIN#: 59-3281291 VID#: 1100213932	1, 3, 9, 10
PC69037	Strack, Inc. dba Strack Tactical Solutions 410 Albacore Drive Yorktown, VA 23692 FEIN#: 45-5122582 VID#: 1100139979	1, 2, 3, 4, 7, 8, 9, 10, 12, 14, 19, 20, 21
PC69038 SB	Strategic Safety Dynamics, LLC 279 4 th Avenue St. James, NY 11780 FEIN#: 27-1345037 VID#: 1100132883	1, 2, 3, 4, 7, 8, 9, 10, 12, 14, 16, 17, 19, 20, 21
PC69039	Tactical & Survival Specialties, Inc. dba TSSi 3900 Early Road Harrisonburg, VA 22801 FEIN#: 54-1542266 VID#: 1000032133	1, 3, 16, 19, 20
PC69040	Tava Products, LLC 687 Lofstrand Lane Unit A Rockville, MD 20850 FEIN#: 27-4724070 VID#: 1100140005	1, 2, 3, 7, 8, 9, 10, 14, 19
PC69044	United Uniform Distribution, LLC 495 North French Road Buffalo, NY 14228 FEIN#: 81-0867283 VID#: 1100160087	1, 2, 3, 9, 19, 20

GROUP 38232 – HAZARDOUS INCIDENT RESPONSE EQUIPMENT (HIRE) AWARD 23173 PAGE 6

AGENCIES SHOULD NOTIFY THE NEW YORK STATE PROCUREMENT 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.

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.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services 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

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 its use which usually appears at the end of this document. 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 recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

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

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- 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).

PRICE:

Price shall include all customs, duties, and charges and be net, F.O.B. destination any point Statewide (NY). Price Lists containing Not-To-Exceed prices can be found on the OGS Website at: <https://www.ogs.ny.gov/purchase/snt/awardnotes/3823223173ContractorInformation.pdf>

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)**

DISCOUNTS:

Prices are discount from Manufacturer's List Price. Individual item discounts are located on each Contractor's "PRICING PAGE" and Volume discounts are available on each Contractor's

3823223173a

“CONTRACTOR INFO PAGE” on the OGS website:
<https://www.ogs.ny.gov/purchase/spg/awards/3823223173CAN.HTM>

DELIVERY:

- A. Prices shall include all customs, duties, and charges and be net, F.O.B. destination any point within New York State (statewide) as designated by the ordering agency, including dock delivery and tailgate of load, which means bringing the truck to the loading dock or loading area and bringing the load to the tailgate of the truck for agency personnel to remove the load without entering the truck.
- B. Delivery shall be expressed in number of calendar days required to make delivery after receipt of a Purchase Order. Product is required as soon as possible. Delivery shall be made in accordance with instructions from the Authorized User included on the Purchase Order. 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 Authorized User and, if applicable, from OGS Procurement Services.
- C. The Contractor may allow multiple delivery points within New York State, from the same Authorized User, at the Authorized User's discretion, at the time the order is placed, and/or prior to delivery. Additional delivery fees may not be charged.
- D. Upon agreement between the Authorized User and Contractor, delivery locations may be expanded per the “Extension of Use” clause. Deliveries made outside of New York State are at the discretion of the Contractor. Additional fees for shipping may be charged for deliveries to other participating states per the Extension of Use Section. Additional shipping charges will be actual shipping charges, F.O.B destination, pre-paid and added only.

AUTHORIZED RESELLERS:

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include: Contractors may utilize approved Authorized Resellers to participate as alternate distribution sources under the contract. Authorized Resellers may be added at any time during the Contract term, or extension, provided that the Contractor complies with all of the Reseller Requirements set forth below. There are no set minimum or maximum number of Authorized Resellers who may be used; however, such participation is subject to the following conditions:

- A. Designation of Authorized Reseller(s): Contractor shall specify within Attachment 12- *Contractor Reseller Distributor Information Sheet*, whether orders must be placed directly with Contractor, or may be placed directly with Authorized Reseller(s).
- B. All Authorized Resellers chosen to fulfill orders to include, though not limited to, issuing invoices and receiving payments, must be authorized by OGS.

INSTALLATION:

Installation services are excluded from the scope of this Contract. Authorized Users may purchase Products requiring installation; however, any installation shall be procured separately following the Authorized User's regular procurement procedures and considering any Public Works requirements. For questions about whether a proposed installation constitutes public work, Contractors should contact their local New York State Department of Labor's Bureau of Public Work district office.

HOW TO USE:

A How to Use is provided by OGS, and is located on the OGS HIRE Website, here:
<https://online.ogs.ny.gov/purchase/spg/awards/3823223173CAN.HTM>

**State of New York
Office of General Services
Procurement Services
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 to:

OGS Procurement Services
 Customer Services, 38th Floor
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
 customer.services@ogs.ny.gov
 * * * * *

Contractor Information - 23173 Hazardous Incident Response Equipment (HIRE) (Statewide)

Contractor Company Name:	Selex ES Inc.		
Manufacturer Product Lines (Name) Add additional lines, as needed	Selex ES Inc.		
DHS AEL Categories Offered from Matrix (ie. 1-21):	3, 4		
New York State Contract #:	PC69032		
FEIN/TIN:	980353098		
NYS Vendor ID#:	1100121125		
Minority or Women Owned Business Enterprise (M/WBE):	No		
Service Disabled Veteran Owned Business (SDVOB):	No		
NYS Small Business:	No		

Main Contact:	Nathan Maloney		
Phone:	518-495-2288		
Email:	nate.maloney@leonardocompany-us.com		

Emergency Contact:	Nathan Maloney		
Phone:	518-495-2288		
Email:	nate.maloney@leonardocompany-us.com		

For Orders:	Sherri Corder		
Phone:	336-379-7135		
Email:	sherri.corder@leonardocompany-us.com		
Website:	www.leonardocompany-us.com		

Prompt Payment Discount:	Yes
Prompt Payment Discount Terms: (if applicable)	2% discount for payment within 15 days of delivery and/or receipt of invoice 1% discount for payment within 30 days of delivery and/or receipt of invoice

Are Volume Discounts Offered?	Volume Discount \$200,000-\$3,499,000	Volume Discount \$3,500,000 to \$35,000,000	Volume Discount \$35,000,000 +
Yes	5% single order over \$200,000	2% agency's aggregate over \$3,500,000	2% statewide over \$35,000,000

Authorized Resellers	Yes
Authorized Resellers are designated to receive payment directly?	Yes-All Resellers

Additional Services offered by Contractor (included on Price List):	
Maintenance:	Yes
Calibration:	Yes
Training:	Yes

Delivery (ARO):	30-90 days
-----------------	------------

Minimum Order Required?	No
Minimum Order Amount, if applicable:	
Will honor orders for less than the minimum order?	
If Contractor will honor orders for less than the minimum order, is the freight prepaid and added to the invoice or at no charge?	
Accepts NYS Procurement Card for orders up to \$15,000	Yes

If no, what limit(s) for NYS Procurement Card?	
Additional Discounts given for Use of Procurement Card? (%):	None
Restocking Fee for non-resalable items only (% of net price):	<p>New, unopened systems (if shipped within 60 days) can be returned. A 10% restocking fee will be charged.</p> <p>Lightly used systems in excellent physical condition (if shipped within the last 120 days) can be returned. A 25% restocking fee will be charged.</p> <p>Used systems with light physical wear (if shipped within the last 120 days) can be returned. A 35% restocking fee will be charged.</p>
Manufacturer's Warranty (if applicable):	Includes one year hardware and software. Additional years are available for purchase.

ATTACHMENT 12
CONTRACTOR AUTHORIZED RESELLER INFORMATION SHEET
(for ordering and contract administration purposes)

CONTRACTOR/COMPANY INFORMATION	
Company Name:	Selex ES Inc.
Address (from first page of bid):	4221 Tudor Lane, Greensboro, NC 27410
Company Website:	www.leonardocompany-us.com
Federal ID #:	98-0353098
NYS Vendor ID #:	1100121125
Contract Administrator Name:	Nathan Maloney
Title:	Vice President of Marketing
Email:	info@leonardocompany-us.com
Phone:	336-379-7135
Toll Free Phone:	

SALES/BILLING (if different from above)	
Contact Name:	Sherri Corder
Title:	Planner/Scheduler
Address:	4221 Tudor Lane, Greensboro, NC 27410
Email:	sales@leonardocompany-us.com
Phone:	336-379-7135
Toll Free Phone:	

EMERGENCIES	
Contact Name:	Nathan Maloney
Title:	Vice President of Marketing
Address:	PO Box 31, Latham, NY 12110
Email:	Nate.maloney@leonardocompany-us.com
Phone:	518-495-2288
Cell Phone:	518-495-2288

AUTHORIZED RESELLER INFORMATION	
Company Name:	Busch & Associates, LLC
Address:	6970 152nd Terrace, Overland Park, KS 66223
Federal ID #:	75-3037279
NYS Vendor ID #:	1100241590
Contact Name:	Jeff Busch
Title:	Owner
Email:	jeff@buschandassociates.com
Hours of Availability:	M-F 9 am to 5 pm Central Time
Phone:	913-390-1777
MWBE and/or SDVOB Certification:	<input type="checkbox"/> NYS Certified Women Owned <input type="checkbox"/> NYS Certified Minority Owned <input type="checkbox"/> SDVOB
SBE:	<input type="checkbox"/> NYS Small Business Enterprise (self-identified)
Reseller is Authorized to: (check all that apply)	<input checked="" type="checkbox"/> Take Orders AND Receive Payment * <input checked="" type="checkbox"/> Ship Direct
Restrictions Applicable to this Reseller (if any):	

*In order for an Authorized User to obtain credit for Reseller(s) being MWBE, Reseller(s) MUST be allowed to "Take Orders AND Receive Payment" and be entered into SFS with their own NYS Vendor ID #.

AUTHORIZED RESELLER INFORMATION	
Company Name:	Thomas J. Madden & Associates, Inc.
Address:	935 Hwy 124, Bldg. 400, Suite 401, Braselton, GA 30517
Federal ID #:	58-2116355
NYS Vendor ID #:	1100241594
Contact Name:	Derek Smith
Title:	Sales Manager
Email:	dsmith@tjmadden.com
Hours of Availability:	M-F 9 am to 5 pm EST
Phone:	678-963-2060
MWBE and/or SDVOB Certification:	<input type="checkbox"/> NYS Certified Women Owned <input type="checkbox"/> NYS Certified Minority Owned <input type="checkbox"/> SDVOB
SBE:	<input type="checkbox"/> NYS Small Business Enterprise (self-identified)
Reseller is Authorized to: (check all that apply)	<input checked="" type="checkbox"/> Take Orders AND Receive Payment * <input checked="" type="checkbox"/> Ship Direct
Restrictions Applicable to this Reseller (if any):	

AUTHORIZED RESELLER INFORMATION	
Company Name:	John Wright Associates
Address:	1111 West Abram St., Arlington, TX 76013
Federal ID #:	75-2872369
NYS Vendor ID #:	1100241568
Contact Name:	John Wright
Title:	Owner
Email:	john@johnwrightassoc.com
Hours of Availability:	M-F 9 am to 5 pm Central
Phone:	817-459-2001
MWBE and/or SDVOB Certification:	<input type="checkbox"/> NYS Certified Women Owned <input type="checkbox"/> NYS Certified Minority Owned <input type="checkbox"/> SDVOB
SBE:	<input type="checkbox"/> NYS Small Business Enterprise (self-identified)
Reseller is Authorized to: (check all that apply)	<input checked="" type="checkbox"/> Take Orders AND Receive Payment * <input checked="" type="checkbox"/> Ship Direct
Restrictions Applicable to this Reseller (if any):	

*In order for an Authorized User to obtain credit for Reseller(s) being MWBE, Reseller(s) MUST be allowed to "Take Orders AND Receive Payment" and be entered into SFS with their own NYS Vendor ID #.

AUTHORIZED RESELLER INFORMATION	
Company Name:	Applied Communication Services, Inc.
Address:	203 SW Cutoff, Northborough, MA 01532
Federal ID #:	04-3096243
NYS Vendor ID #:	1100241957
Contact Name:	Dan Reagan
Title:	VP Sales
Email:	dreagan@appliedcomm.com
Hours of Availability:	M-F 9 am to 5 pm EST
Phone:	508-393-9312
MWBE and/or SDVOB Certification:	<input type="checkbox"/> NYS Certified Women Owned <input type="checkbox"/> NYS Certified Minority Owned <input type="checkbox"/> SDVOB
SBE:	<input type="checkbox"/> NYS Small Business Enterprise (self-identified)
Reseller is Authorized to: (check all that apply)	<input checked="" type="checkbox"/> Take Orders AND Receive Payment * <input checked="" type="checkbox"/> Ship Direct
Restrictions Applicable to this Reseller (if any):	

AUTHORIZED RESELLER INFORMATION	
Company Name:	DTM, Inc.
Address:	391 Gingercake Road, Fayetteville, GA 30214
Federal ID #:	46-5528437
NYS Vendor ID #:	1100241985
Contact Name:	Dana T. Marsh
Title:	Owner
Email:	danatmarsh@aol.com
Hours of Availability:	M-F 9 am to 5 pm EST
Phone:	770-825-6158 391
MWBE and/or SDVOB Certification:	<input type="checkbox"/> NYS Certified Women Owned <input type="checkbox"/> NYS Certified Minority Owned <input type="checkbox"/> SDVOB
SBE:	<input type="checkbox"/> NYS Small Business Enterprise (self-identified)
Reseller is Authorized to: (check all that apply)	<input checked="" type="checkbox"/> Take Orders AND Receive Payment * <input checked="" type="checkbox"/> Ship Direct
Restrictions Applicable to this Reseller (if any):	

*In order for an Authorized User to obtain credit for Reseller(s) being MWBE, Reseller(s) MUST be allowed to "Take Orders AND Receive Payment" and be entered into SFS with their own NYS Vendor ID #.

AUTHORIZED RESELLER INFORMATION	
Company Name:	Goosetown Enterprises INC
Address:	58 Harrison Ave, Congers, NY 10920
Federal ID #:	13-3576689
NYS Vendor ID #:	1000026722
Contact Name:	David Gottlieb
Title:	Sales Manager
Email:	sales@goosetown.com
Hours of Availability:	M-F 9 am to 5 pm
Phone:	845-268-7500
MWBE and/or SDVOB Certification:	<input type="checkbox"/> NYS Certified Women Owned <input type="checkbox"/> NYS Certified Minority Owned <input type="checkbox"/> SDVOB
SBE:	<input type="checkbox"/> NYS Small Business Enterprise (self-identified)
Reseller is Authorized to: (check all that apply)	<input checked="" type="checkbox"/> Take Orders AND Receive Payment * <input checked="" type="checkbox"/> Ship Direct
Restrictions Applicable to this Reseller (if any):	

AUTHORIZED RESELLER INFORMATION	
Company Name:	Saia Communications
Address:	100 Stradman St., Buffalo, NY 14206
Federal ID #:	16-1297499
NYS Vendor ID #:	1000009926
Contact Name:	Mike Saia
Title:	Owner
Email:	mike.saia@saiacomm.com
Hours of Availability:	M-F 9 am to 5 pm EST
Phone:	716-892-2900
MWBE and/or SDVOB Certification:	<input checked="" type="checkbox"/> NYS Certified Women Owned <input type="checkbox"/> NYS Certified Minority Owned <input type="checkbox"/> SDVOB
SBE:	<input type="checkbox"/> NYS Small Business Enterprise (self-identified)
Reseller is Authorized to: (check all that apply)	<input checked="" type="checkbox"/> Take Orders AND Receive Payment * <input checked="" type="checkbox"/> Ship Direct
Restrictions Applicable to this Reseller (if any):	

*In order for an Authorized User to obtain credit for Reseller(s) being MWBE, Reseller(s) MUST be allowed to "Take Orders AND Receive Payment" and be entered into SFS with their own NYS Vendor ID #.

AUTHORIZED RESELLER INFORMATION	
Company Name:	GTechna USA Corporation
Address:	2429 Military Rd #300, Buffalo, NY 14304, USA
Federal ID #:	90-1070142
NYS Vendor ID #:	1100241582
Contact Name:	Carlo D'Angelo
Title:	Sales Manager
Email:	carlo@gtechna.com
Hours of Availability:	M-F 9 am to 5 pm EST
Phone:	866-308-2430
MWBE and/or SDVOB Certification:	<input type="checkbox"/> NYS Certified Women Owned <input type="checkbox"/> NYS Certified Minority Owned <input type="checkbox"/> SDVOB
SBE:	<input type="checkbox"/> NYS Small Business Enterprise (self-identified)
Reseller is Authorized to: (check all that apply)	<input checked="" type="checkbox"/> Take Orders AND Receive Payment * <input checked="" type="checkbox"/> Ship Direct
Restrictions Applicable to this Reseller (if any):	

*In order for an Authorized User to obtain credit for Reseller(s) being MWBE, Reseller(s) MUST be allowed to "Take Orders AND Receive Payment" and be entered into SFS with their own NYS Vendor ID #.



Office of General Services Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Solicitation (REVISED 8/13/19)

**BIDS SHALL BE SENT TO THE ADDRESS LISTED IN SECTION 4.7 ONLY
(E-Mail or Facsimile Bid Submissions Are NOT Acceptable)**

BID OPENING DATE: Tuesday, September 10, 2019 TIME: 11:00 A.M. EST		TITLE: Group 38232 Hazardous Incident Response Equipment (HIRE) (Statewide) Classification Codes: 41, 42, 43, 46, 85, 92		
SOLICITATION NUMBER: 23173		SPECIFICATION REFERENCE: As Incorporated Herein and within the DHS AEL		
CONTRACT PERIOD: Upon Execution of Contract for a Period of Five Years				
DESIGNATED CONTACTS: In accordance with the Procurement Lobbying Law [State Finance Law § 139-j(2)(a)], the following individuals are the Designated Contacts for this Solicitation. All questions relating to this Solicitation must be addressed to the Designated Contacts.				
PRIMARY DESIGNATED CONTACTS:				
Bradford Deforge Contract Management Specialist 1 Telephone No. (518) 473-3876 E-mail address: bradford.deforge@ogs.ny.gov		Cheri McCullough Contract Management Specialist 2 Telephone No. (518) 402-5552 E-mail address: cheri.mccullough@ogs.ny.gov		
For MWBE Questions Only		For SDVOB Questions Only		
Email Address: MWBE@ogs.ny.gov		Email Address: VeteransDevelopment@ogs.ny.gov		
Lori Brodhead Phone: (518) 486-9866	Tryphina Ramsey Phone: (518) 486-9284	Anthony Tomaselli Phone No: (518) 474-2015		
For INSURANCE Questions Only				
Email Address: ogs.sm.insrev@ogs.ny.gov				
Leighann Brown		Phone No. (518) 457-6595		
Bidder's Federal Tax Identification Number: (Do Not Use Social Security Number)		NYS Vendor Identification Number: (See New York State Vendor File Registration Clause)		
Legal Business Name of Company Bidding:				
D/B/A – Doing Business As (if applicable):				
Street		City	State	County
E-mail Address:		Company Web Site:		
If applicable, place an "x" in the appropriate box(es) (check all that apply)				
<input type="checkbox"/> NYS Small Business # Employees	<input type="checkbox"/> Service Disabled Veteran Owned Business	<input type="checkbox"/> NYS Minority Owned Business	<input type="checkbox"/> NYS Women Owned Business	
If you are not bidding, place an "x" in the box and return this page only.				
<input type="checkbox"/> WE ARE NOT BIDDING AT THIS TIME BECAUSE:				
FOR PROCUREMENT SERVICES USE ONLY				
LITERATURE <input type="checkbox"/>	LETTER <input type="checkbox"/>	USB FLASH DRIVE <input type="checkbox"/>	# of Binders/Packages: _____	
PURC. MEMO <input type="checkbox"/>	OTHER <input type="checkbox"/>		Documented by: _____	

RETURN THIS PAGE AS PART OF BID

Bidder Certification and Affirmation

Bidder certifies and affirms as follows:

1. This Bid is an irrevocable offer for 180 days from the date of submission to the New York State (“NYS”) Office of General Services (“OGS”), or for such longer period as is set forth in the Solicitation.
2. The Bidder can and will provide and make available, at a minimum, the Products, deliverables and/or services as described in the Solicitation.
3. The Bidder has read and understands the provisions of the Solicitation, and all appendices, attachments, and exhibits attached thereto, including Appendix A (Standard Clauses for New York State Contracts) and Appendix B (General Specifications).
4. The information contained in this Bid is complete, true, and accurate.
5. The Bidder understands and agrees to comply with the requirements of the Procurement Lobbying Law, State Finance Law § 139-j and § 139-k, and with OGS’s procedures relating to permissible contacts during a procurement as required by State Finance Law § 139-j(3) and § 139-j(6)(b). Such requirements and procedures are posted at: <https://ogs.ny.gov/acpl>.

The signer affirms under penalties of perjury that he or she is duly authorized to legally bind the Bidder referenced above and that he or she signed this Bidder Certification as the legally binding act of the Bidder.

Print Full Bidder Entity Name

By: _____
Signature of Person Authorized to Legally Bind the Bidder

Print Name of Signatory

Print Title of Signatory

Date

RETURN THIS PAGE AS PART OF BID

Contents

SECTION 1 INTRODUCTION	8
1.1 Overview	8
1.2 Scope.....	8
1.3 Estimated Quantities	9
1.4 Key Events/Dates	10
1.5 Intent to Bid	10
1.6 NYS Contract Reporter.....	10
1.7 Bidder Questions	10
1.8 MWBE & SDVOB Interest in Partnering with Bidders.....	11
1.9 Summary of Policy and Prohibitions on Procurement Lobbying	11
1.10 Definitions.....	12
1.11 Appendix A.....	13
1.12 Appendix B.....	13
1.13 Appendix C.....	13
1.14 Attachments	13
1.15 Conflict of Terms.....	13
SECTION 2 BIDDER QUALIFICATIONS AND PERFORMANCE REQUIREMENTS	13
2.1 Qualifications	13
2.1.1 Bidder Qualifications.....	13
2.2 Performance Requirements.....	14
2.2.1 Delivery	14
2.2.2 Authorized Resellers	15
2.2.3 Price Lists and Catalogs.....	16
2.2.4 Discrepancies	16
2.2.5 Product Returns, Problem Product.....	16
2.2.6 Product Returns, Agency Error	16
2.2.7 Substitutions	16
2.2.8 Emergency Service Number and Emergency Contact Information	17
SECTION 3 STANDARDS AND GUIDELINES	17
3.1 Standards	17
3.1.1 Standards for Personal Protective Equipment for First Responders	17
3.1.2 Standards for Radiation and Nuclear Detection Equipment	19
SECTION 4 BID SUBMISSION	20
4.1 Notice to Potential Bidders.....	20

4.2 Performance and Bid Bonds	20
4.3 NYS Vendor File Registration	20
4.4 Format and Content of Bid Submission	21
4.5 Notes to Bidder	22
4.6 Bid Envelopes and Packages	22
4.7 Bid Delivery	22
4.8 Important Building Access Procedures	23
4.9 NYS Required Certifications	23
4.10 Manufacturer’s Certificate.....	23
4.11 Bid Deviations	23
4.12 Vendor Responsibility for Accuracy.....	23
4.13 Electronic Bid Opening Results	24
4.14 Bid Liability.....	24
4.15 Firm Offer.....	24
4.16 Responsiveness	24
4.17 NYS Reserved Rights	24
4.18 Incorporation	25
SECTION 5 METHOD OF AWARD.....	25
5.1 Method of Award.....	25
SECTION 6 TERMS AND CONDITIONS	27
Contract Term and Extensions.....	27
6.1 Contract Period	27
6.2 Short Term Extension.....	27
6.3 Bid Pricing Information	27
6.4 Price Updates	28
6.5 Price Increase.....	29
6.6 Best Pricing Offer	29
6.7 Price Structure	29
6.8 Volume Discounts	29
6.9 Ordering.....	30
6.10 Purchasing Card Orders	30
6.11 Minimum Order	30
6.12 Invoicing and Payment.....	30
6.13 Product Delivery	31
6.14 Product Returns and Exchanges	31

6.15 Unanticipated Excessive Purchase.....	31
6.16 Contract Administration	31
6.17 NYS Financial System (SFS)	31
6.18 Accessibility of Information Communication Technology	32
6.19 Americans with Disabilities Act (ADA)	32
6.20 N.Y. State Finance Law § 139-l.....	32
6.21 Insurance Requirements	33
6.22 Report of Contract Usage	33
6.23 Contractor Requirements and Procedures for Business Participation Opportunities for NYS Certified Minority- and Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women	33
6.24 Participation Opportunities for New York State Certified Service-Disabled Veteran Owned Businesses.....	38
6.25 Use of Recycled or Remanufactured Materials	40
6.26 Bulk Delivery and Alternate Packaging	41
6.27 Surplus/Take-Back/Recycling.....	41
6.28 Environmental Attributes and NYS Executive Order Number 4	41
6.29 Consumer Products Containing Mercury.....	41
6.30 Diesel Emission Reduction Act.....	42
6.31 Overlapping Contract Products.....	42
6.32 Preferred Source Products.....	42
6.33 NYS Vendor Responsibility.....	42
6.34 NYS Tax Law Section 5-a	43
6.35 “OGS or Less” Guidelines	43
6.36 Non-State Agencies Participation in Centralized Contracts.....	44
6.37 Extension of Use	44
6.38 New Accounts	44
6.39 Centralized Contract Modifications	44
6.40 Drug and Alcohol Use Prohibited.....	45
6.41 Traffic Infractions.....	45
6.42 Instruction Manuals.....	45
6.43 Exclusions.....	45
6.44 Company and Contact Information	45
6.45 Administrative Fee.....	45
6.46 Assignment of Contract	46
6.47 New York State Food Products	46

6.48 Minor Deviations/Minor Technicality.....46

APPENDICES

Appendix A – *Standard Clauses for NYS Contracts* (January 2014)

Appendix B – *General Specifications* (April 2016)

Appendix C – *Contract Modification Procedure*

ATTACHMENTS

Attachment 1 – *Pricing*

Attachment 1a – *Pricing Summary*

Attachment 2 – *NYS Required Certifications*

Attachment 3 – *Encouraging Use of NYS Businesses*

Attachment 4 – *Insurance Requirements*

Attachment 5 – *Bidder Information Questionnaire*

Attachment 6 – *Bidder Submission Checklist*

Attachment 7 – *Bidder Questions Form*

Attachment 8 – *Report of Contract Usage*

Attachment 9 – *Intent to Bid Form*

Attachment 10 – *Contractor Information*

Attachment 11 – *Price List Update Template*

Attachment 12 – *Contractor Reseller Distributor Information Sheet*

Attachment 13 – *Department of Homeland Security Authorized Equipment List (DHS AEL)*

Attachment 14 – *Category Matrix*

Attachment 15 – *Manufacturer's Certificate*

Attachment 16 – *Proof of Past Sales*

SECTION 1 INTRODUCTION

1.1 Overview

This Solicitation is being issued by the New York State (“NYS”) Office of General Services (“OGS”), Procurement Services for Hazardous Incident Response Equipment. OGS is a New York State Agency authorized by law to establish Centralized Contracts for use by NYS Agencies and other Authorized Users, as that term is defined by State Finance Law Section 163(1)(k). The purpose of this Solicitation is to award multiple Contracts for Hazardous Incident Response Equipment (HIRE) as per the Department of Homeland Security Authorized Equipment List (DHS AEL) to responsive and responsible Bidders able to meet the terms and conditions of this Solicitation and the qualifications and requirements herein. The Contracts awarded as a result of this Solicitation will be for use by New York State Agencies and other Authorized Users (see Section 6.36 – *Non-State Agencies Participation in Centralized Contracts*). Accordingly, references to the State and its Agencies as Authorized Users under this Solicitation and the ensuing Contract(s) shall encompass all such entities within the definition of “Authorized User” set forth in Appendix B – *General Specifications*.

This Solicitation includes NYS Certified Minority-and Women-Owned Business (MWBE) Goals in five (5) DHS AEL Categories, and New York State Certified Service-Disabled Veteran Owned Business (SDVOB) Goals in three (3) DHS AEL Categories. See Sections 6.23 and 6.24.

This Solicitation outlines the terms and conditions and all applicable information required for submitting a Bid for the Products described herein. Bidders should pay strict attention to the Bid submission date and time, as noted in Section 1.4 – *Key Events/Dates*, to prevent disqualification. To ensure compliance with Bid requirements and prevent possible disqualification, Bidders should follow the format and instructions described in Section 4.4 – *Format and Content of Bid Submission*.

Bidders are strongly encouraged to read the language of this Solicitation thoroughly, and to precisely follow instructions included in the Solicitation and all Attachments.

1.2 Scope

It is the intent of this Solicitation and subsequent Award to provide Authorized Users with a means of acquiring various types of Hazardous Incident Response Equipment (HIRE) consistent with the Department of Homeland Security Authorized Equipment List (DHS AEL). The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA’s preparedness grant programs. The list consists of 21 equipment Categories, which are divided into Categories, Sub-Categories and then individual equipment items (Products). For purposes of this Solicitation, OGS has limited and/or excluded Categories, Sub-Categories and/or items within the DHS AEL. Bidders are to refer to Attachment 13 - *Department of Homeland Security Authorized Equipment List (DHS AEL)* for additional details regarding limitations and exclusions.

The following twenty-one (21) Categories are requested as follows:

1. Personal Protective Equipment (PPE)
2. Explosive Device Mitigation and Remediation Equipment
3. CBRNE Operational and Search and Rescue Equipment (Unmanned Aircraft/Drones Excluded)
4. Information Technology (Equipment Only (Example: Simulators such as Portable Meteorological Devices))
5. ~~Cyber Security Enhancement Equipment~~ (Entire Category Excluded)
6. Interoperable Communications Equipment (Limited to Satellite Phones/Communication & Accessories)
7. Detection Equipment
8. Decontamination Equipment
9. Medical Equipment (Pharmaceuticals Excluded)
10. Power Equipment
11. CBRNE Reference Materials (Databases Excluded)
12. CBRNE Incident Response Vehicles (Limited to All-Terrain Vehicles, 2-Wheeled Transports, Robot Trailers, Water Storage, Water Trailers, Foam Trailers, Storage Trailers, Pumpers & Accessories Only)
13. ~~Terrorism Incident Prevention Equipment~~ (Entire Category Excluded)
14. Physical Security Enhancement Equipment (Limited to Blast Resistant Receptacles/Systems, Jersey Walls/Barriers Only)

15. Inspection and Screening Systems
16. Animal and Plants (Equipment Only; Pharmaceuticals Excluded)
17. CBRNE Prevention and Response Watercraft (Limited to Fiberglass and Rigid-Hulled Inflatable Boats and their Parts and Accessories Only)
18. CBRNE Aviation Equipment (Limited to Night Vision Equipment, Forward Looking Infrared Equipment (FLIR), and Aircraft Mounted CBRNE Detection Equipment Only)
19. CBRNE Logistical Support Equipment
20. Intervention Equipment
21. Other Authorized Equipment (Maintenance, Calibration, & Training for Equipment Bid Only)

Exclusions/Limitations:

1. Category 5 and Category 13 are excluded from this Solicitation in their entirety.
2. Categories 3, 4, 5, 6, 9, 11, 12, 13, 14, 16, 17, 18 and 21 include exclusions and/or limitations.
3. Firearms; Ammunition; Unmanned Aircraft/Drones; Manned Aircraft/Helicopters and Planes; Motor Vehicles (including, but not limited to, Armored Vehicles and Command Centers) are excluded from the scope of this Solicitation.
4. Maintenance, Calibration, and Training are limited to a Product offering only.
5. Installation services are excluded from the scope of this Solicitation. (Authorized Users may purchase Products requiring installation from any resultant Contract; however, any installation shall be procured separately following the Authorized User's regular procurement procedures and considering any Public Works requirements. For questions about whether a proposed installation constitutes public work, Bidders should contact their local New York State Department of Labor's Bureau of Public Work district office.)

Products submitted must be within the scope of a specific DHS AEL Category (1-21), as listed above (limitations and/or exclusions apply). Each Category contains Sub-Categories. All Categories and Sub-Categories are listed within Attachment 13 - *Department of Homeland Security Authorized Equipment List (DHS AEL)* along with exclusions and limitations. Bidders will select the Category(s) each Product bid corresponds to within Attachment 1 – *Pricing* (see Section 6.3 - *Bid Pricing Information*). Bidders should pay strict attention to Category, Sub-Category and/or Product limitations and/or exclusions. Products submitted that fall within an excluded Category and/or Sub-Category will not be accepted. Bidders may be required to provide additional Product information to show that a Product is within the scope of the Solicitation. OGS reserves the right to exclude and/or remove, at any time, any Products deemed to be out of scope of this Solicitation.

In addition to Products included within the DHS AEL, which are eligible for federal funding, Bidders may propose Products not meeting federal funding requirements provided such Products are within scope of the Solicitation. For Personal Protective Equipment (PPE), and Detection Equipment, Section 3 - *Standards and Guidelines* details strict standards for equipment purchased with Federal Homeland Security grant funds.

A Bidder shall indicate in Attachment 14 - *Category Matrix* the DHS AEL Category(s,) (1-21), offered within its Bid by marking an 'X' in each appropriate DHS AEL Category and submit the Attachment with its Bid pursuant to Section 4.4 – *Format and Content of Bid Submission*. Should there be a discrepancy between a Bidders Attachment 1 – *Pricing* and Attachment 14 – *Category Matrix*, Attachment 1 – *Pricing* will take precedence.

1.3 Estimated Quantities

A Contract resulting from this Solicitation shall be an estimated quantity Contract. No specific quantities are represented or guaranteed, and the State provides no guarantee of individual Authorized User participation. The Contractor must furnish all quantities actually ordered at or below the Contract prices. The anticipated dollar value of the award for this Solicitation, based on historical purchases under previous awards, is approximately \$30,000,000 annually. The individual value of each resultant Contract is indeterminate and will depend upon the number of Contracts issued and the competitiveness of the pricing offered. Authorized Users will be encouraged to purchase from Contractors who offer the Products and pricing that best meet their needs in the most practical and economical manner. See Appendix B - *Estimated/Specific Quantity Contracts and Participation in Centralized Contracts*.

Numerous factors could cause the actual quantities of Products purchased under a Contract resulting from this Solicitation to vary substantially from the estimates in the Solicitation. Such factors include, but are not limited to, the following:

- Such Contracts may be non-exclusive Contracts.
- There is no guarantee of quantities to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases.
- The individual value of each Contract is indeterminate and will depend upon actual Authorized User demand and actual quantities ordered during the contract period.
- The State reserves the right to terminate any Contract for cause or convenience prior to the end of the term pursuant to the terms and conditions of the Contract.
- Contract pricing that is lower than anticipated could result in a higher quantity of purchases by Authorized Users than anticipated.

Contract pricing that is higher than anticipated could result in a lower quantity of purchases by Authorized Users than anticipated.

By submitting a Bid, Bidder acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the resulting Contracts could vary substantially from the estimates provided in this Solicitation.

1.4 Key Events/Dates

EVENT	DATE	TIME
Solicitation Release Date	Wednesday, June 26, 2019	N/A
Deadline for Submission of Intent to Bid Form	Tuesday, July 16, 2019	11:00 AM ET
Closing Date for Submitting Questions to OGS	Tuesday, July 16, 2019	5:00 PM ET
OGS Response to Vendor Questions	Tuesday, August 13, 2019 (approximate)	N/A
Bid Submission Deadline and Bid Opening	Tuesday, September 10, 2019	11:00 AM ET
Anticipated Award Date	Friday, May 29, 2020	N/A

1.5 Intent to Bid

Bidders are encouraged, though not required, to submit a completed Attachment 9 - *Intent to Bid Form* to OGS.sm.PSGHIRE_Renewals@ogs.ny.gov by the due date listed in Section 1.4 - *Key Events/Dates*. Submission of the form allows OGS to begin a Vendor Responsibility review in advance of receipt of Bids. It also allows OGS to gauge prospective Bidder interest in participating in this Solicitation. Submission of the Intent to Bid form is not a requirement to submit a Bid, and failure to submit an Intent to Bid Form will not result in Bidder disqualification. Furthermore, submission of an Intent to Bid Form does not obligate the prospective Bidder to submit a Bid.

1.6 NYS Contract Reporter

Bidders must register with the New York State Contract Reporter ("NYSCR") at <https://www.nyscr.ny.gov> in order to receive notifications about this Solicitation. Navigate to the "I want to find contracts to bid on" page to register for your free account. In order to receive e-mail notifications regarding updates to the content or status of a particular ad, you must "bookmark the ad" on the upper right-hand side of the ad, then return to your Account, view your list of bookmarked ads, and then select "send me notification updates" option listed to the right of the ad. Answers to all questions of a substantive nature will be posted in the form of a question and answer document and released through the NYSCR. Any updates to Solicitation documents will also be posted and released through the NYSCR.

If you do not opt-in to receive notification updates regarding a particular ad, you will not receive e-mail notifications regarding updates, including e-mail notifications regarding the posting of the question and answer document and updates to Solicitation documents.

Be advised that submission of responses to the Solicitation that do not reflect and take into account updated documents and/or information may result in a Bidder's Bid being deemed non-responsive to the Solicitation.

1.7 Bidder Questions

All questions concerning this Solicitation must be addressed to the following Procurement Services Designated Contact(s):

PRIMARY CONTACT	SECONDARY CONTACT
Bradford Deforge, Contract Management Specialist 1	Cheri McCullough, Contract Management Specialist 2
NYS Office of General Services	NYS Office of General Services
Corning Tower – 38 th Floor	Corning Tower – 38 th Floor
Empire State Plaza	Empire State Plaza
Albany, NY 12242	Albany, NY 12242
E-mail: bradford.deforge@ogs.ny.gov	E-mail: cheri.mccullough@ogs.ny.gov

All questions regarding this Solicitation should be submitted using Attachment 7 – *Bidder Questions Form*, citing the applicable Solicitation document name and document section. The completed form must be submitted, via e-mail, to: OGS.sm.PSGHIRE_Renewals@ogs.ny.gov by the date and time indicated in Section 1.4 – *Key Events/Dates*. Questions submitted after the deadline indicated may not be answered. A Bidder is strongly encouraged to submit questions as soon as possible. Answers to all questions of a substantive nature will be provided to all prospective Bidders in the form of a question and answer document, which will be posted to the OGS website and will not identify the Bidder asking the question. Notification of this posting will be advertised in the NYS Contract Reporter (“NYSCR”). Your company/Bidder must select the “opt-in” option within the Contract Reporter ad to receive notification updates of this Solicitation.

If a Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed deviations should be submitted during the *Bidder Questions* period so that they may be given due consideration prior to the submission of Bids. See Section 4.11 - *Bid Deviations* for additional information.

Bidders are advised that OGS will not entertain any deviations to Appendix A. Deviations to Appendix B are strongly discouraged. OGS will also not entertain any exceptions to the Solicitation that are of a material or substantive nature.

1.8 MWBE & SDVOB Interest in Partnering with Bidders

If a New York State certified MWBE or SDVOB would like to indicate its interest in working with participating Bidders, please send an e-mail entitled “*Solicitation 23173 MWBE or SDVOB INTEREST_COMPANY NAME*” to OGS.sm.PSGHIRE_Renewals@ogs.ny.gov on or before Tuesday, July 16, 2019, 11:00 AM ET. The e-mail should include:

1. Company Name;
2. Contact Name and Contact Information such as Phone Number, Mailing Address and E-Mail Address;
3. Brief description of the company and the Products and/or services that the company offers that are related to this Solicitation (for example “Company ABC manufactures pencils”);
4. The NYS Certification Type (Minority and/or Women-Owned or SDVOB); and
5. Include the locations in NYS where the company provides the commodities and/or services.

A list of the NYS certified MWBE and SDVOB vendors who have expressed interest in this Solicitation through the timely submission of such email will be made available to prospective Bidders through the publishing of a Purchasing Memorandum posted through the New York State Contract Reporter.

1.9 Summary of Policy 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 a Bidder during the procurement process. A Bidder is restricted from making contacts from the earliest posting, on a governmental entity’s website, in a newspaper of general circulation, or in the procurement opportunities newsletter 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, are 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 Bidder pursuant to State Finance Law §139-j and §139-k. 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 Bidder is debarred from obtaining governmental Procurement Contracts for four years. Further information about these requirements can be found on the OGS website at: <https://www.ogs.ny.gov/acpl/>

1.10 Definitions

Capitalized terms used in this Solicitation shall be defined in accordance with Appendix B - *Definitions*, or as below.

“**Authorized User**” shall be used as is described in Appendix B.

“**Bid Deviation**” shall refer to any variance submitted or proposed by a Bidder, which deviates from, adds extraneous terms to, conflicts with or offers an alternative to any term, condition, specification or requirement of the Solicitation.

“**Business Day**” shall refer to Monday through Friday from 8:00 AM – 5:00 PM ET, excluding NYS Holidays and federal holidays.

“**CBRNE**” shall refer to Chemical, Biological, Radiological, Nuclear, and Explosives.

“**DHS**” shall refer to the Department of Homeland Security.

“**DHS AEL**” shall refer to the Department of Homeland Security Authorized Equipment List.

“**Manufacturer**” shall refer to an organization or Business Entity that creates, makes, manipulates, produces, processes, or fabricates Equipment or something of value by changing a raw material or commodity from one form to another or creates a new product or commodity.

“**MWBE**” shall refer to a business certified with NYS Empire State Development (“ESD”) as a Minority- and/or Women-owned Business Enterprise.

“**NYS Holidays**” shall refer to the legal holidays for State employees in the classified service of the executive branch, as more particularly specified on the website of the NYS Department of Civil Service. This includes the following: New Year’s Day; Martin Luther King Day; Washington’s Birthday (observed); Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran’s Day; Thanksgiving Day; and Christmas Day.

“**NYS Vendor ID**” shall refer to the ten-character identifier issued by New York State when a vendor is registered on the Vendor File.

“**OGS**” shall refer to the New York State Office of General Services.

“**Preferred Source Products**” shall refer to those Products that have been approved in accordance with New York State Finance Law § 162.

“**Preferred Source Program**” shall refer to the special social and economic goals set by New York State in State Finance Law § 162 that require a governmental entity purchase select Products from designated organizations when the Products meet the “form, function and utility” requirements of the governmental entity. Under State Finance Law § 163, purchases of Products from Preferred Sources are given the highest priority and are exempt from the competitive bidding requirements. The New York State Preferred Sources include: The Correctional Industries Program of the Department of Corrections and Community Supervision (“Corcraft”); New York State Preferred Source Program for People Who Are Blind (“NYSPSP”); and the New York State Industries for the Disabled (“NYSID”). These requirements apply to a state agencies, political subdivisions and public benefit corporations (including most public authorities).

“**Procurement Services**” shall refer to a business unit of OGS, formerly known as New York State Procurement (“NYSPPro”) and Procurement Services Group (“PSG”).

“**Manufacturer’s Price List**” shall refer to the price at which a Manufacturer or Distributor recommends their Products be sold commercially, either nationally or regionally. This definition applies even if the Manufacturer or Distributor names this recommended pricing differently.

“**SDVOB**” shall refer to a NYS-certified Service-Disabled Veteran-Owned Business.

“**State**” shall have the meaning set forth in section 2(gg) of Appendix B.

“**Volume Discount**” shall refer to the discount offered for purchases of Products above quantity one, and as per the Contractor’s specified amounts in Attachment 10 – *Contractor Information*.

1.11 Appendix A

Appendix A, Standard Clauses For New York State Contracts, dated January 2014, attached hereto, is hereby expressly made a part of this Solicitation as if set forth at length herein. Please retain this document for future reference and do not return to OGS as part of the Bid submission.

1.12 Appendix B

Appendix B, General Specifications, dated April 2016, attached hereto, is hereby expressly made a part of this Solicitation 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 and do not return to OGS as part of the Bid submission.

1.13 Appendix C

Appendix C, Contract Modification Procedure, attached hereto, is hereby expressly made a part of this Solicitation as fully as if set forth at length herein. Please retain this document for future reference/use and do not return to OGS as part of the Bid submission.

1.14 Attachments

Attachments 1-16, listed on page 7 and attached hereto, are hereby expressly made a part of this Solicitation as fully as if set forth at length herein.

1.15 Conflict of Terms

Conflicts among the documents shall be resolved in the following order of precedence:

1. Appendix A, Standard Clauses for New York State Contracts;
2. The Solicitation;
3. Appendix B, General Specifications;
4. All other Appendices and Attachments to the Solicitation; and
5. The Bidder’s Bid.

SECTION 2 BIDDER QUALIFICATIONS AND PERFORMANCE REQUIREMENTS

2.1 Qualifications

Bidder is advised that the State’s intent in having the requirements listed below is to ensure that only qualified and reliable Contractors perform the work of the resulting Contract. Any Bid not meeting these requirements may be deemed non-responsive and denied further consideration for award. Bidder shall have the burden of demonstrating to the satisfaction of Procurement Services that it can meet the performance requirements of the resulting Contract. Procurement Services retains the right to request any additional information pertaining to the Bidder’s ability, qualifications, financial capacity, financial stability, and procedures used to accomplish all work under the resulting Contract as it deems necessary to ensure safe and satisfactory work. A Bidder shall meet the following qualifications:

2.1.1 Bidder Qualifications

- A. A Bidder must be either:
 1. An established Manufacturer of the Products bid, or
 2. An established Authorized Reseller of an established Manufacturer of the Products bid.
- B. Any Authorized Reseller of a Manufacturer hereby guarantees that:
 1. It is an Authorized Reseller of the Manufacturer, and
 2. The Manufacturer has agreed to supply such Authorized Reseller with all quantities of Product required to fulfill its obligations under any resultant Contract with the State, and

3. The Authorized Reseller will provide an Attachment 15 - *Manufacturer's Certificate*, acknowledging this level of support, with the Bid. If such Manufacturer's Certificate is not submitted with the Bid, Bidder must provide upon request by OGS.
- C. A Bidder must have maintained an organization capable of providing the Products described in this Solicitation, in continuous operation, for a minimum of three (3) years immediately prior to the Bid opening date in Section 1.4 - *Key Events/Dates*. By the Bid opening date, such organization must have adequate inventories of the Products offered and must be capable of processing and shipping large numbers of orders to various destinations Statewide and potentially Nationwide; See Section 6.37 - *Extension of Use*. The Commissioner may require a certificate from the Bidder showing the number of years the Bidder has been active in selling the Products offered and the size and location of the inventories regularly maintained; Bidder must provide such certificate to OGS upon request.
- D. A Bidder must currently hold at least one Government Entity Contract (GSA contract, State contract, Local Governmental Entity contract, BOCES contract, Governmental Cooperative contract, etc.) for Product(s) included in Section 1.2 - *Scope*, at the time of the Bid opening date in Section 1.4 - *Key Events/Dates*.

Proof of Government Entity Contract shall be a copy of a current active contract showing contract number and description, contract term dates, copy of current contract price list and/or discount structure, contact name, telephone number and e-mail address of the contracting entities' contract administrator. Bidder shall submit such proof of currently held Government Entity contract with the Bid. If proof is not submitted with the Bid, Bidder must provide upon request by OGS.

- E. A Bidder must have past Government Entity sales revenue for Products within the scope of this Solicitation (see Section 1.2 – *Scope*). Past sales revenue must be in excess of \$300,000.00 annually, for a minimum of three (3) consecutive years immediately prior to the Bid opening date, to one or more Government Entities (GSA, State, Local, BOCES, Governmental Cooperative, etc.) and/or those Authorized Users as defined herein who are eligible to use State contracts (Political Subdivisions, Schools, Not for Profits, etc.). Only direct sales by the Bidder, where the Bidder is/was a contract holder, or sales via use of an Authorized Reseller(s) under the contract to satisfy contract orders, where the Bidder is/was the contract holder, will be accepted.

A Bidder must submit required proof of past sales revenue in Excel format, using Attachment 16 – *Proof of Past Sales*. Bidder shall provide annual sales reported under a current or previous Government Entity contract(s); (GSA contract(s), State contract, Local Governmental Entity contract(s), BOCES contract(s), Governmental Cooperative contract(s), etc.). Proof of past sales shall contain, at a minimum, the Contract Name and Number the sale(s) were made under, name of the Government Entity the Product(s) was sold to directly, or was shipped to via the use of Authorized Reseller(s) under the contract, Product identifying number(s) and description, date(s) of sale, list price(s), discount percentage(s), and net sale amount(s). Bidder shall provide additional information, as deemed necessary by OGS, upon request.

2.2 Performance Requirements

2.2.1 Delivery

- A. Prices bid shall include all customs, duties, and charges and be net, F.O.B. destination any point within New York State (statewide) as designated by the ordering agency, including dock delivery and tailgate of load, which means bringing the truck to the loading dock or loading area and bringing the load to the tailgate of the truck for agency personnel to remove the load without entering the truck.
- B. Delivery shall be expressed in number of calendar days required to make delivery after receipt of a Purchase 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 from the Authorized User included on the Purchase Order. 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 Authorized User and, if applicable, from OGS Procurement Services.
- C. The Bidder may allow multiple delivery points within New York State, from the same Authorized User, at the Authorized User's discretion, at the time the order is placed, and/or prior to delivery. Additional delivery fees may not be charged.
- D. Upon agreement between the Authorized User and Contractor, delivery locations may be expanded per the "Extension of Use" clause (see Section 6.37). Deliveries made outside of New York State are at the discretion of the Bidder/Contractor. Additional fees for shipping may be charged for deliveries to other participating states

per the Extension of Use Section. Additional shipping charges will be actual shipping charges, F.O.B destination, pre-paid and added only.

2.2.2 Authorized Resellers

- A. Bidders may utilize approved Authorized Resellers to participate as alternate distribution sources under the resulting contract. Authorized Resellers may be added at any time during the Contract term, or extension, provided that the Awarded Bidder complies with all of the Reseller Requirements set forth below. There are no set minimum or maximum number of Authorized Resellers who may be used; however, such participation is subject to the following conditions:
- B. "Reseller" shall refer to alternate distribution sources (distributors or dealers) for a manufacturer that are authorized and designated by said manufacturer, subject to approval by New York State.
- C. Designation of Authorized Reseller(s): Bidder/Contractor shall specify within Attachment 12 – *Contractor Reseller Distributor Information Sheet*, whether orders must be placed directly with Bidder/Contractor or may be placed directly with Authorized Reseller(s). If Authorized Reseller(s) are designated to fulfill orders under this Contract, issue invoices, and receive payment, and do not possess a New York State Vendor ID number, the Bidder/Contractor must provide OGS, in advance, with an Office of the State Comptroller (OSC) Substitute W-9 form http://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf which should be completed by each of the Authorized Reseller(s) and submitted to the Office of General Services. OGS will initiate the vendor registration process for all Bidders/Contractors recommended for Contract Award and their Authorized Reseller(s). Once the process is initiated, such registrants will receive an e-mail from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application. All Authorized Reseller(s) must be approved in advance by OGS.
- D. If the Bidder/Contractor allows Authorized Reseller(s) to participate in the Contract, requests to add or delete Authorized Reseller(s) or to modify their information, this request must be submitted to OGS by the Contractor for prior approval. Contractors must utilize Attachment 12 – *Contractor Reseller Distributor Information Sheet* for each submission. OGS reserves the right to give first consideration to substantially complete submissions, as well as to deny revisions to a Contractor's Authorized Reseller List whereas the Contractor is delinquent regarding administrative requirements, including, but not limited to, the submission of Attachment 8 - *Report of Contract Usage*, and/or Proof of Insurance requirements.
- E. Bidders should submit with their Bid a listing of Authorized Reseller(s) chosen to fulfill orders, and/or accept payments under this Solicitation and subsequent Award, using Attachment 12 – *Contractor Reseller Distributor Information Sheet*, and note whether the Authorized Reseller is a Minority or Women Owned Business Enterprise (MWBE), a Service-Disabled Veteran Owned Business (SDVOB), or a New York State Small Business (SB). Should the Bidder allow the Authorized Reseller to take orders, ship direct, or accept payments, they must note such within the Attachment. All Authorized Resellers chosen to fulfill orders to include, though not limited to, issuing invoices and receiving payments, must be authorized by OGS.
- F. Resellers must be approved in advance by the State as a condition of eligibility under the Contract. The State also 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. Contractor shall have the right to qualify Resellers and their participation 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:
1. such qualifying criteria are uniformly applied to all potential Resellers based upon Contractor's established, neutrally applied commercial/governmental program criteria, and not to a particular procurement;
 2. all general Categories of qualifying criteria must be disclosed by the Contractor to the State, in advance, at the beginning of the Contract term;
 3. those qualifying criteria met by the Reseller must be identified in Reseller designations Attachment 12 – *Contractor Reseller Distributor Information Sheet* at the time that Reseller approval is requested; and,
 4. immediate notice is provided to OGS in the event that a change in Reseller's status occurs during the Contract term.

All Resellers who have been approved in accordance with the foregoing paragraph shall be eligible to quote lower pricing for procurements under this Contract which meet their qualifying criteria. Contractor warrants and represents that it shall not, directly or indirectly, by agreement, communication or any other means, restrict any Reseller's participation or ability to quote a particular order.

- G. When Resellers are submitted for approval, Contractor must provide the State, in advance, with all necessary ordering information, billing addresses and Federal Identification numbers in the format requested in Attachment 12 – *Contractor Reseller Distributor Information Sheet*. Contractor shall also specify whether orders must be placed directly with Contractor or may be placed directly with designated Resellers.
- H. Contractor shall be fully liable for a Reseller's performance and compliance with all Contract terms and conditions. Product purchased through a Reseller must be reported by Contractor in the required bi-annual sales reports to the State as a condition of payment. In addition to inclusion of Reseller volume in the Contractor's sales reporting obligation to the State, at the request of an Authorized User, the Reseller shall provide the Authorized User with reports of the individual Authorized User's Contract activity with the Reseller.
- I. Product ordered directly through Resellers shall be limited to Products previously approved for inclusion under this Contract and shall be subject to all terms and conditions of this Contract as a condition of Reseller participation.

2.2.3 Price Lists and Catalogs

Contractor shall be required to furnish, without charge, to Authorized Users that request them, Catalog(s) and Price Lists identical to those accepted with their Bid, including any changes (additions, deletions, etc.) pursuant to the Contract. 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. All offerings within the Catalog must match the Product Numbers, and Product Descriptions of the offerings listed within the Contract, and clearly indicate whether the pricing is List Price, or Net Contract Pricing. List Pricing or Net Contract Pricing indicated within the Catalog must match that listed under the Contract. 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. In the case of discrepancies regarding Products and/or pricing between the Catalog or Price List furnished by the Contractor to the Authorized User, in either electronic or hard copy formats, the Products and pricing approved by OGS, in effect and posted on the OGS website, per the Contract, shall always take precedence. Upon request, the Contractor shall assist Authorized Users in the use of Catalogs and Price Lists.

2.2.4 Discrepancies

The Contractor shall resolve all order and invoice discrepancies within five (5) Business Days from notification.

2.2.5 Product Returns, Problem Product

Products returned because of quality problems, duplicated shipments, outdated Product, etc., shall be picked up by the contractor within five (5) Business Days after notification with no restocking charge and shall be replaced with specified Products or the agency shall be credited/refunded for the full purchase price. Any additional shipping charges that may apply will be paid by the Contractor.

2.2.6 Product Returns, Agency Error

Standard stock Products ordered in error by an Authorized User must be returned for credit within 15 days of receipt. Product must be in resalable condition (original container, unused). There shall be no restocking fee if returned Product(s) are resalable.

2.2.7 Substitutions

Unauthorized substitutions are not acceptable. Substitution of one catalog Product for another catalog Product shall require the approval of the ordering Authorized User.

2.2.8 Emergency Service Number and Emergency Contact Information

The Contractor will provide a toll-free Product emergency service, available seven (7) days a week, twenty-four (24) hours a day. Given the nature of the Products, an emergency contact including name, office phone number, cell phone number, and email must be provided.

Failure to meet any of the above qualifications within Section 2 – *Bidder Qualifications and Performance Requirements*, in whole or in part, may result in a rejection of that Bidder's Bid as non-responsive. The Commissioner reserves the right to investigate or make any inquiry into the capabilities of any Bidder to properly perform under any resultant Contract.

OGS must determine that the Bidder meets all of the above requirements in order for the Bidder to be found responsive, as that term is defined in State Finance Law §163(1)(d). OGS reserves the right to verify all information provided by Bidder.

SECTION 3 STANDARDS AND GUIDELINES

3.1 Standards

Bidders submitting Products under Categories 1 and 7, for Personal Protective Equipment (PPE) and Detection Equipment, must ensure the Products meet strict standards. The following standards adopted by the US Department of Homeland Security's Science and Technology Directorate apply to Personal Protective Equipment (PPE) and Detection Equipment. NYS Department of Homeland Security and Emergency Services (NYS DHSES) grant guidance requires that any equipment purchased with Federal Homeland Security grant funds must meet any applicable standard listed on the DHS AEL. The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs.

3.1.1 Standards for Personal Protective Equipment for First Responders

The following standards adopted by the US Department of Homeland Security's Science and Technology Directorate apply to Personal Protective Equipment (PPE) and Detection Equipment. Products purchased by end users that have been represented as meeting Federal ODP guidelines for CBRNE, NFPA, NIOSH, or ANSI standards, but that do not meet those standards, may be returned at Contractor's expense for replacement or refund. For radiation detection equipment that has been tested by the manufacturer but has not completed third party testing for ANSI N 42.33, 42.34, 42.35- Evaluation and performance of Radiation Detection Portal Monitors for Use in homeland security, and at a later date does not pass the third party tests, vendors/manufacturers must refund, retrofit or replace equipment that has failed to meet requirements of the Federal ODP standards at no additional cost to the end user.

The following are provided for Bidder's information and use in preparing and submitting a Bid in response to this Solicitation:

- A. **ISEA:** <https://safetyequipment.org/wp-content/uploads/2016/02/FAQ-HVSA-2016June-1.pdf>
ANSI/ISEA 107-2015 details the performance requirements for materials used in the construction of HVSA, specifically fluorescent background material and retroreflective or combined-performance material. The standard specifies the amount of material required for various types and classes of HVSA and test procedures for determining performance of the material. The standard also includes requirements for garment configuration and construction, labeling and use instruction, along with suggested use scenarios and examples of garment design.
- B. **NIOSH:** [Chemical, Biological, Radiological and Nuclear \(CBRN\) Standard for Open-Circuit Self-Contained Breathing Apparatus](#)
This standard establishes performance and design requirements to certify Self-Contained Breathing Apparatus (SCBA) for use in chemical, biological, radiological, and nuclear (CBRN) exposures for use by emergency responders.
- C. **NIOSH:** [Standard for Chemical, Biological, Radiological, and Nuclear \(CBRN\) Full Facepiece Air Purifying Respirator \(APR\)](#)
The purpose of this standard is to specify minimum requirements to determine the effectiveness of full facepiece air purifying respirators (APR), commonly referred to as gas masks, used during entry into chemical, biological, radiological, and nuclear (CBRN) atmospheres not immediately dangerous to life or health (IDLH).
- D. **NIOSH:** [Standard for Chemical, Biological, Radiological, and Nuclear \(CBRN\) Air-Purifying Escape Respirator and CBRN Self-Contained Escape Respirator](#)
The purpose of this standard is to specify minimum requirements to determine the effectiveness of escape

respirators that address CBRN materials identified as inhalation hazards from possible terrorist events for use by the general working population.

- E. **NFPA 1951:** <https://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards/detail?code=1951>
This standard presents requirements for the protection of emergency services personnel assigned to or involved in search, rescue, treatment, recovery, decontamination, site stabilization, extrication, and similar operations at technical rescue incidents.
- F. **NFPA 1981:** <https://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards/detail?code=1981>
This standard establishes levels of respiratory protection and functional requirements for SCBA used by emergency services personnel.
- G. **NFPA 1991:** <https://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards/detail?code=1991>
This standard provides requirements for protection for emergency responders against adverse vapor environments during hazardous materials incidents, and from specified chemical, biological, or radiological terrorism agents during chemical and biological terrorism incidents.
- H. **NFPA 1994:** <https://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards/detail?code=1994>
This standard establishes requirements for protective ensembles and ensemble elements to safeguard emergency first responder personnel from chemicals, biological agents, and radiological particulates (CBRN) terrorism agents.
- I. **NFPA 1999:** <https://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards/detail?code=1999>
This standard specifies requirements for EMS protective clothing to protect personnel performing patient care during emergency medical operations from contact with blood and body fluid-borne pathogens. It also includes additional requirements that provide limited protection from specified CBRN terrorism agents.
- J. **NFPA 2001:** <https://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards/detail?code=2001>
This standard contains requirements for total flooding and local application clean agent fire extinguishing systems. It is intended for use by those who purchase, design, install, test, inspect, approve, operate, and maintain engineered or pre-engineered gaseous agent fire suppression systems so they will function as intended when needed.
- K. **NFPA 2010:** <https://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards/detail?code=2010>
This standard contains minimum requirements for fixed aerosol fire extinguishing systems. It is intended for use by those who purchase, design, install, test, inspect, approve, list, operate, and maintain fixed aerosol fire-extinguishing systems so that such equipment will function as intended throughout its life.
- L. **National Institute of Justice - NIJ 0116.00:** <https://www.nij.gov/publications/pages/publication-detail.aspx?ncjnumber=221916>
This National Institute of Justice Standard is a voluntary performance standard for chemical, biological, radiological and nuclear (CBRN) protective ensembles for use by law enforcement. It defines both performance requirements and the methods used to test performance.
- M. **NFPA 2112:** <https://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards/detail?code=2112>
Essential for manufacturers and certifying agencies, this standard protects workers from flash fire exposure and injury by specifying performance requirements and test methods for flame-resistant fabric and garments.
- N. **NFPA 1975:** <https://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards/detail?code=1975>
This standard safeguards emergency services personnel on the job by establishing requirements for flame-resistant station uniform clothing that won't cause or exacerbate burn injury.
- O. **NFPA 1982:** <https://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards/detail?code=1982>
This standard establishes requirements intended to ensure reliable performance of personal alert safety systems (PASS) that enable emergency responders to signal for help if they get lost, disoriented, trapped, injured, or run out of breathing air during emergency operations.
- P. **NFPA 1952:** <https://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards/detail?code=1952>

This standard presents requirements for the protection of emergency services personnel assigned to or involved in surface water search and rescue operations or other surface water incident operations.

- Q. NFPA 1992:** <https://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards/detail?code=1992>

This standard provides requirements for protection for emergency responders against adverse liquid- splash environments during hazardous materials emergency incidents.

- R. NFPA 1971:** <https://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards/detail?code=1971>

NFPA 1971 protects firefighting personnel by establishing minimum levels of protection from thermal, physical, environmental, and bloodborne pathogen hazards encountered during structural and proximity firefighting operations.

- S. NFPA 2112:** <https://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards/detail?code=2112>

Essential for manufacturers and certifying agencies, this standard protects workers from flash fire exposure and injury by specifying performance requirements and test methods for flame-resistant fabric and garments.

- T. NFPA 1983:** <https://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards/detail?code=1983>

This standard specifies requirements for life safety rope and associated equipment used to support emergency services personnel and civilians during rescue, firefighting, or other emergency operations, or during training.

- U. ANSI/ISEA Z89.1-2014:** <https://safetyequipment.org/standard/ansiisea-z89-1-2014/>

This standard provides performance and testing requirements for industrial helmets, commonly known as hard hats. It establishes the types and classes of protective helmets, depending on the type of hazard encountered. It includes specifications for helmets designed to offer protection from lateral impact, or top-only impact, giving employers and users the flexibility to specify the helmet that best meets the needs of their specific workplace.

- V. ANSI/ISEA 105-2016:** <https://safetyequipment.org/standard/ansiisea-105-2016/>

ANSI/ISEA 105-2016 addresses the classification and testing of hand protection for specific performance properties related to mechanical protection (cut-resistance, puncture resistance and abrasion resistance), chemical protection (permeation resistance, degradation) and other performance characteristics such as ignition resistance and vibration reductions.

- W. ANSI/ISEA 107-2015:** <https://safetyequipment.org/ansiisea-107-2015/>

This new edition consolidates the requirements of ANSI/ISEA 107-2010 and ANSI/ISEA 207, American National Standard for High-Visibility Public Safety Vests in an effort to establish a single, comprehensive document that considers all occupational tasks. The standard continues to present three performance classes of garments based on the amount of visible materials and design attributes incorporated into the final configuration and identifies garment types based on expected use settings and work activities being performed. These are designated as off-road (type O), roadway and temporary traffic control (type R), or public safety activities (type P).

- X. NFPA Official Site:** <http://www.nfpa.org/>

To find a specific code or standard: <http://www.nfpa.org/codes-and-standards/document-information-pages>

- Y. ISEA Official Site:** <https://safetyequipment.org>

To find a specific standard please visit the home page

3.1.2 Standards for Radiation and Nuclear Detection Equipment

Copies of the complete standards are available from IEEE (search by Standard Number):

<http://www.ieee.org/index.html>

- A. ANSI N42.32-2016:** [Performance Criteria for Alarming Personal Radiation Detectors for Homeland Security](#)

This standard describes minimum performance requirements and test methods for evaluating the performance of alarming personal radiation detectors (PRDs) for homeland security applications. This standard describes minimum performance requirements and test methods for evaluating the performance of alarming personal radiation detectors (PRDs) for homeland security applications. PRDs are pocket-sized battery-powered alarming electronic instruments that are worn on the body and used to detect photon-emitting, and optionally neutron-emitting, radioactive materials. PRDs have user-readable displays related to the intensity of radiation, but they are distinct from, and typically more sensitive than, electronic personal dosimeters, which are designed to measure the dose equivalent to workers occupationally exposed to radiation. The performance criteria contained in this standard are meant to provide the means for verifying the capability of the PRDs to reliably detect changes above background levels of ionizing radiation fields and alert the user to these changes. This standard also

specifies the requirements and test methods for environmental, electromagnetic, and mechanical conditions that may affect the ability of the PRDs to function properly.

- B. ANSI N42.33-2006:** [Portable Radiation Detection Instrumentation for Homeland Security](#)
The purpose of this standard is to specify technical performance requirements and performance testing requirements for those purchasing and using portable radiation detectors for Homeland Security applications. These instruments are used for detection of photon-emitting radioactive materials and quantification of photon exposure rates. Instruments are used for the purposes of detection, interdiction, and prevention. This standard does not apply to instruments that are primarily intended to provide a measurement of dose equivalent, or dose equivalent rate.
- C. ANSI N42.34-2015:** [Performance Criteria for Handheld Instruments for the Detection and Identification of Radionuclides](#)
This standard addresses instruments that are used to detect and identify radionuclides, display gamma-ray exposure rates, and when provided, indicate the presence of neutron radiation. This standard specifies general, radiological, environmental, electromagnetic, and mechanical requirements, and associated test methods for handheld radionuclide identification devices (RIDs). Successful completion of the tests described in this standard should not be construed as an ability to identify all radionuclides in all environments.
- D. ANSI N42.35-2016:** [Evaluation and Performance of Radiation Detection Portal Monitors for Use in Homeland Security](#)
The purpose of this standard is to establish the baseline performance requirements and associated test methods for RPMs used to detect radioactive material. This standard establishes the performance requirements and provides the testing and evaluation criteria for installed radiation portal monitors (RPMs) that detect photon-and neutron-emitting radioactive substances by monitoring people, packages, containers, and vehicles.

SECTION 4 BID SUBMISSION

4.1 Notice to Potential Bidders

Receipt of a Bidder's Bid by OGS does not indicate that OGS has pre-determined a Bidder's qualifications to receive a Contract award. Such determination shall be based on the evaluation of a Bid pursuant to the specific requirements and qualifications contained in this Solicitation.

4.2 Performance and Bid Bonds

There are no bonds for this Contract. The Commissioner of OGS has determined that no performance, payment or Bid bond, or negotiable irrevocable letter of credit or other form of security for the faithful performance of the Contract is required at any time during the term of the resulting Contract.

4.3 NYS Vendor File Registration

Prior to being awarded a Contract pursuant to this Solicitation, the Bidder and any Authorized Resellers who accept payment directly from the State, must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, a unique New York State ten-digit vendor identification number (Vendor ID) will be assigned to your company and to each of your Authorized Resellers (if any) for use on all future transactions with New York State. Additionally, the Vendor File enables a vendor to use the Vendor Self-Service application to manage all vendor information in one central location for all transactions related to the State of New York.

If Bidder is already registered in the New York State Vendor File, the Bidder must enter its Vendor ID on the first page of this Solicitation. Authorized Resellers already registered should list the Vendor ID number along with the Authorized Reseller information. (The Vendor ID number is not the same as a SOCIAL SECURITY NUMBER or a TIN/FEIN number.)

If the Bidder is not currently registered in the Vendor File, the Bidder must request assignment of a Vendor ID from OGS. Bidder must complete the OSC Substitute W-9 Form (http://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf) and submit the form to OGS in advance of Bid submission. Please send this document to the Designated Contact identified in the Solicitation. In addition, if an Authorized Reseller is to be used that does not have a Vendor ID, an OSC Substitute W-9 form should be completed by each Authorized Reseller and submitted to OGS. OGS will initiate the vendor registration process for all Bidders

and Authorized Resellers. Once the process is initiated, registrants will receive an e-mail identifying their Vendor ID and instructions on how to enroll in the online Vendor Self-Service application.

For more information on the Vendor File please visit the following website:

http://www.osc.state.ny.us/vendor_management

4.4 Format and Content of Bid Submission

The complete Bid package, as described herein, must be received by OGS Procurement Services by the date and time of the Bid opening, as per Section 1.4 – *Key Events/Dates*. Late Bids shall be rejected, except as provided within Appendix B - *Late Bids*. Any Bid pricing or portions thereof that are incomplete or that cannot be opened/accessed from the submitted USB flash drive(s) may be rejected. With respect to Bid documents in Excel format, only those cells provided for entering Bid pricing and/or information are to be accessed by the Bidder.

Situations where disqualification may be considered by OGS Procurement Services include, though are not limited to:

- E-mail or facsimile Bid submissions.
- Missing Price Pages (Attachment 1 - *Pricing*), in whole or in part.
- Missing Attachment 1a – *Pricing Summary* hard copy with original signature.
- Missing, blank or corrupt electronic media, where Pricing Pages (Attachment 1 – *Pricing*) are not accessible.

It is recommended that after having saved Bid files to the electronic media, the Bidder open, review and save/download all electronic files to the Bidder's hard drive and/or to a secure back-up location. Only completed files (in the specified format) should be saved to the flash drives for submittal. Bidders are strongly encouraged to verify that all required documents have been saved properly to each USB flash drive prior to bid submission.

Bidders are responsible for the accuracy of their Bids. All Bidders are directed to take extreme care in developing their Bids. Bidders are cautioned to carefully review their Bids prior to Bid submission. A Bid that fails to conform to the requirements of the Solicitation may be considered non-responsive and may be rejected. Bidder shall submit the Bid documents on flash drives (electronic format), and/or in folder format, in accordance with the instructions below. Bids are to be submitted on both USB flash drive and in hard copy/paper document, where requested. Bids not submitted on USB flash drive or not formatted properly may be rejected.

Items listed below are required in electronic and/or hard (paper) copy with original ink signature, where noted. USB flash drives and folders should be labeled with the name of the Bidder and the Solicitation number - #23173.

A complete Bid consists of both electronic media (USB flash drives) containing all required documents in electronic format, and a folder containing hard copies of required documents, with original signature.

Bidders shall submit their Bid as follows:

1. Electronic Media: Two (2) Copies of Electronic Media (2 USB flash drives), each containing the following:

- a) Completed Pages 1 and 2 of the Solicitation (signed and scanned) (PDF);
- b) Completed Attachment 1 – *Pricing* (Excel);
- c) Completed Attachment 1a – *Pricing Summary* (MS Word);
- d) Completed Attachment 2 – *NYS Required Certifications* (signed and scanned) (PDF);
- e) Completed Attachment 3 – *Encouraging Use of NYS Businesses* (PDF);
- f) Completed Attachment 4 – *Insurance Requirements* (All necessary proof of insurance as outlined) (PDF);
- g) Completed Attachment 5 – *Bidder Information Questionnaire* (Excel);
- h) Completed Attachment 6 – *Bidder Submission Checklist* (Excel);
- i) Completed Attachment 10 – *Contractor Information* (Excel);
- j) Completed Attachment 12 – *Contractor Reseller Distributor Information Sheet*, if applicable (MS Word);
- k) Completed Attachment 14 – *Category Matrix* (Excel);
- l) Completed Attachment 15 – *Manufacturer's Certificate(s)*, if applicable (PDF);
- m) Completed Attachment 16 – *Proof of Past Sales* (Excel);
- n) Copy of Manufacturer's Price List and/or Internal Price List for all Products bid (PDF);

- o) Completed ST-220-CA - *Contractor Certification* - (signed/notarized and scanned) (PDF);
- p) Proof of Current Government Contract (PDF);
- q) Completed MWBE 100, MWBE Utilization Plan (if applicable) (PDF);
- r) Completed SDVOB 100, SDVOB Utilization Plan (if applicable) (PDF);
- s) Completed Form EEO100, Equal Employment Opportunity Staffing Plan (PDF); and
- t) Standard Vendor Responsibility Questionnaire Certification (PDF) (or if hard copy - signed and scanned).

- 2. Hard Copy Documents: One (1) folder containing one hard copy version, with original ink signature, as noted, of each of the following:**
- a) Completed Pages 1 and 2 of the Solicitation with original ink signature;
 - b) Completed Attachment 1a - *Pricing Summary* with original ink signature;
 - c) Completed Attachment 2 – *NYS Required Certifications* with original ink signature;
 - d) Completed Attachment 10 – *Contractor Information*, no signature required;
 - e) Completed ST-220CA, Contractor Certification, notarized with original ink signatures; and
 - f) Standard Vendor Responsibility Questionnaire (VRQ) with original ink signatures (only if VRQ NOT certified online).

4.5 Notes to Bidder

1. Do not include hard copies of documents within the folder other than what is requested herein.
2. Do not provide Attachment 1 – *Pricing* in hard copy.
3. Do not return copies of Appendices A, B, and C with your Bid.
4. Electronic Media may be in the form of USB flash drives only. CD's and DVD's will NOT be accepted and may result in rejection of a Bidder's Bid.
5. A completed **electronic copy** of Attachment 1 – *Pricing* is required. Bidders must provide a discount; full List Price will not be accepted. Failure by a Bidder to submit Attachment 1 - *Pricing* may result in rejection of that Bidder's Bid and no further consideration for award. Failure to submit pricing includes missing or incomplete pricing; electronic media that does not allow for review/retrieval of information contained within; failure to complete all tabs and/or columns within Attachment 1 - *Pricing*, as per the Instructions and/or failure to provide Pricing in Excel Format.
6. In the case of discrepancies between paper copies and electronic (USB flash drive) submissions of the documents required in both formats, the electronic copy shall take precedence over the paper copy.
7. A Bidder should note that any indicators or messages that have been built into the Attachments are informational only and provided solely for the purpose of assisting Bidders in completing the Attachments. Bidders remain responsible for reviewing the Attachments to ensure compliance with the Solicitation requirements.

4.6 Bid Envelopes and Packages

All Bids should have a label on the outside of the envelope or package detailing the following information:

1. BID ENCLOSED (preferably bold, large print, all capital letters);
2. Solicitation number (Solicitation #23173);
3. Bid Opening Date and Time (as per Section 1.4 – Key Events/Dates, Tuesday, September 10, 2019 at 11:00 A.M. ET); and
4. The number of boxes or packages (e.g., 1 of 2; 2 of 2).

Failure to complete all information on the Bid envelope and/or package may necessitate the opening of the Bid prior to the scheduled Bid opening.

4.7 Bid Delivery

Bids shall be delivered to the following address on or before 11:00 a.m. ET, on or before the Bid opening date as stated in Section 1.4 - *Key Events/Dates*:

**State of New York Executive Department
Office of General Services
Procurement Services
Corning Tower - 38th Floor Reception Desk**

**Empire State Plaza
Albany, NY 12242**

Bidder assumes all risks for timely, properly submitted deliveries. The time of Bid receipt is determined by OGS according to the clock at the above-noted location. A Bidder is strongly encouraged to arrange for delivery of Bids to OGS prior to the date of the Bid opening. Late Bids shall be rejected, except as provided in Appendix B – *Late Bids*. All Bids and accompanying documentation shall become the property of the State of New York and shall not be returned.

4.8 Important Building Access Procedures

To access the Corning Tower, all visitors must check in by presenting photo identification at the information desk. Delays may occur due to a high volume of visitors. Visitors conducting Procurement Services business are encouraged to pre-register for building access by contacting the Procurement Services receptionist at (518) 474 - 6262 at least 24 hours prior to the visit. Visitors who are not pre-registered will be directed to a designated phone to call the Procurement Services receptionist. The receptionist will register the visitor at that time, but delays may occur. Building access procedures may change or be modified at any time.

4.9 NYS Required Certifications

A Bidder is required to submit the signed New York State Required Certifications (Attachment 2 – *NYS Required Certifications*) with its Bid.

4.10 Manufacturer's Certificate

Bids will be accepted only from Manufacturers or Authorized Resellers. Through completion and submission of the Attachment 15 - *Manufacturer's Certificate*, the supplier or manufacturer guarantees that the Bidder is an Authorized Reseller and has agreed to supply the Bidder with all quantities of Products required by the Bidder in fulfillment of its obligations under any resultant Contract with the State. Bidders shall use the certificate Attached to this Solicitation to document this level of support.

The Supplier/Manufacturer's Certificate is to be forwarded by the Bidder to its proposed supplier or Manufacturer for completion and returned to the Bidder for inclusion with its Bid. The Commissioner reserves the right to investigate or make any inquiry into the capabilities of any Bidder to properly perform under any resultant Contract. See Appendix B - *Participation in Centralized Contracts and Employees, Subcontractors and Agents*.

4.11 Bid Deviations

Bids must conform to the terms set forth in the Solicitation. As set forth in Section 1.7 - *Bidder Questions*, if a Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed deviations should be submitted during the Questions period so that they may be given due consideration prior to the submission of Bids. Material deviations (including additional, inconsistent, conflicting, or alternative terms) submitted with the Bid may render the Bid non-responsive and may result in rejection of the Bid.

Bidder is advised that OGS will not entertain any exceptions to Appendix A (Standard Clauses for New York State Contracts). OGS will also not entertain exceptions to the Solicitation or Appendix B (General Specifications) that are of a material and substantive nature.

Extraneous terms 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.

4.12 Vendor Responsibility for Accuracy

Bidders are responsible for the accuracy of their Bids. All Bidders are directed to take extreme care in developing their Bids. Bidders are cautioned to carefully review their Bids prior to Bid submission, as requests for Bid withdrawals of any type may not be granted. Bidders, in the preparation of their Bids, should maintain complete and accurate calculation worksheets, which clearly support their submissions.

If an incorrect reference, parameter, model, code number, component, Product, etc. is stated by OGS or by the Bidders, the correct reference shall prevail, and the proper alternative or corrected reference may be considered. Bidders are advised to raise any issues or questions regarding any incorrect Product references during the Bidder Questions Period so that it may be addressed by OGS prior to the deadline for submission of Bids. See Section 1.4 *Key Events/Dates* for the Bidder Questions Period and Bid Submission Deadline.

4.13 Electronic Bid Opening Results

OGS Procurement Services posts Bid information on the OGS Procurement Services web page. The web page makes available the list of Bidders that responded to the Solicitation and may or may not include pricing. Such information is anticipated to be available online within two Business Days after the completion of the Bid Opening. The Bid Opening Results Page is available at: <https://ogs.ny.gov/procurement/bid-opening-results-0>. NOTE: Due to the large number of anticipated responses to this Solicitation, there may be limited space available for in-person attendance to the Bid Opening. Bidders interested in attending the Bid Opening in person are strongly encouraged to contact the Designated Contact to inquire about seating availability. OGS reserves the right to deny in-person attendance for this Solicitation.

4.14 Bid Liability

The State of New York will not be held liable for any cost incurred by the Contractor for work performed in the Production of a Bid or for any work performed prior to the formal execution of a Contract.

4.15 Firm Offer

Bids must remain an effective offer, firm and irrevocable, for at least 180 calendar days from the Bid Submission due date, unless the time for awarding the Contract is extended by mutual consent of OGS and the Bidder. A Bid shall continue to remain an effective offer, firm and irrevocable, subsequent to such 180 calendar day period until either tentative award of the Contract by OGS is made or withdrawal of the Bid in writing by the Bidder.

4.16 Responsiveness

To be considered responsive, a Bidder must submit a Bid that satisfies and addresses all requirements stated in the Solicitation. A Bid that fails to conform to all requirements may be considered non-responsive and may be rejected.

4.17 NYS Reserved Rights

New York State reserves the right, in its sole discretion, to:

1. Reject any or all Bids received in response to the Solicitation;
2. Withdraw the Solicitation at any time at the sole discretion of the State;
3. Make an award under the Solicitation in whole or in part;
4. Disqualify any Bidder whose conduct and/or Bid fails to conform to the requirements of the Solicitation;
5. Seek clarifications and revisions of the Bid;
6. Amend the Solicitation prior to the Bid opening to correct errors or oversights, or to supply additional information as it becomes available;
7. Direct Bidders, prior to the Bid opening, to submit Bid modifications addressing subsequent Solicitation amendments;
8. Change any of the schedule dates with notification through the NYS Contract Reporter;
9. Eliminate any mandatory, non-material requirements that cannot be complied with by all of the prospective Bidders;
10. Waive any requirements that are not material;
11. Utilize any and all ideas submitted in the Bids received;
12. Adopt all or any part of a Bidder's Bid in selecting the optimum configuration;
13. Negotiate with a Bidder within the Solicitation requirements to serve the best interests of the State. This includes requesting clarifications of any or all Bids;
14. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder's Bid and/or to determine a Bidder's compliance with the requirements of the Solicitation;
15. Select and award the Contract to other than the selected Bidder in the event of unsuccessful negotiations or in other specified circumstances as detailed in the Solicitation;
16. Accept and consider for Contract Award Bids with non-material Bid Deviations or non-material Bid defects such

- as errors, technicalities, irregularities, or omissions;
17. Use any information which OGS obtains or receives from any source and determines relevant, at OGS's sole discretion, for the purposes of bid evaluation and Contractor selection;
 18. Consider a proper alternative where an evidently incorrect reference/parameter/component/Product/model/code number is stated by the State or the Bidder;
 19. Reject an obviously unbalanced Bid as determined by the State. An unbalanced bid is one based on Bid prices that are significantly understated for some Products and/or significantly overstated for other Products or is such that there is a reasonable doubt that the Bid will result in the lowest overall cost to the State;
 20. Conduct Contract negotiations with the next responsible Bidder, should the Agency be unsuccessful in negotiating with the selected Bidder;
 21. Make no award for any Product, region, or lot, as applicable, for reasons including, but not limited to, unbalanced, unrealistic or excessive Bidder pricing, a change in Authorized User requirements and/or Products, or an error in the Solicitation (e.g., use of incorrect reference, pack size, description, etc.). In such case, evaluation and ranking of Bids may be made on the remaining Products, regions, or lots;
 22. Offer a Bidder the opportunity to provide supplemental information or clarify its Bid, including the opportunity to explain or justify the balance, realism, and/or reasonableness of its pricing;
 23. Award Contracts on a rolling or staggered start basis, either in whole or in part. Contracts awarded in this method shall be coterminous with the first Contract awarded as a result of this Solicitation. Preference will be given to bids that are deemed substantially complete by OGS;
 24. Unilaterally make revisions, changes and/or updates to any templates, Appendices (excluding Appendices A and B) and/or Attachments to this Contract without processing a formal amendment and/or modification;
 25. Request current Bidder financial statements documenting past sales history that demonstrates ability to service a contract with dollar sales volume similar to the scope of this Solicitation; documents must be provided upon request;
 26. Request additional documentation from the Bidder or request reports on financial stability from independent financial rating services;
 27. Reject any Bidder who does not demonstrate financial stability sufficient for the scope of this Solicitation;
 28. Reject any Bid submission or portion(s) thereof determined to have been altered or modified from the original format by the Bidder. Such alterations or modifications include, but are not limited to: any change to document headers, footers and/or cells, unprotecting worksheets or workbooks, hiding or un-hiding cells, columns, rows, or worksheets, and locking or unlocking cells;
 29. Reject an unbalanced bid, or a bid containing incomplete, unreasonable or unrealistic pricing, as determined by the State;
 30. Upon discovery of non-material completeness or conformance issues with a Bidder's Proposal, contact the Bidder to attempt to cure the issue prior to completion of the evaluation of the Bidder's Proposal.

4.18 Incorporation

Portions of the successful Bidder's Bid and of this Solicitation shall be incorporated into a final Contract, with a separate document executed by Contractor and OGS. A final Contract will be formalized either through a separate contract document or through a contract award letter incorporating the Bid, each having its own provision governing conflict of terms.

SECTION 5 METHOD OF AWARD

5.1 Method of Award

- A. Awards shall be made to all responsive and responsible Bidders that are able to meet the terms and conditions of this Solicitation, and the requirements detailed in Section 2 - *Bidder Qualifications and Performance Requirements*, and whose Product offerings meet the Scope of this Solicitation, as detailed in Section 1.2 - *Scope* and whose discounts/prices indicate that those Products will be provided at a reasonable discount/price as determined by the NYS OGS. Reasonable discounts/prices may be determined by, but not limited to, reviewing discounts and/or prices on any current or previously awarded Government Entity contract and/or discounts and/or pricing offered by other Bidders for this solicitation. Because of the varied nature of Products OGS anticipates that awards will be made to more than one vendor. Additionally, awards shall be made by DHS AEL Category. Once awarded a Contract, a Contractor may not request to add additional Categories during the term of the Contract and may only add Products under previously awarded Categories as per Section 6.4 - *Price Updates*.

- B. Pricing shall be a discount from Manufacturer's List Price, and discounts shall be equal to or better than any other offered by the Bidder to another Government Entity for the same type of Products. Discounts will be confirmed by comparison with other Government Entity contracts held by the Bidder. The Bidder must supply copies of its current contract obligations indicating the contract discount, including, but not limited to contract price lists, contract terms and conditions, etc.

In the event a Bidder holds a current Government contract where the terms and conditions specifically prohibit the Bidder from offering discounts/pricing which are equal to or better than those within that contract for the same type of Products Bid, Bidder must provide proof of such contract obligations for OGS' consideration. OGS reserves the right to deny or allow a minimal difference in discount/pricing with regard to Section 5.1 (B) herein due to a Bidder's contractual obligations with another Government entity. Allowable discount differences based upon such instances are at the sole discretion of OGS and may be determined as described in Section 5.1 (A). Other terms and conditions which vary from those within this Solicitation and those included in a Bidder's other Government Entity contract, including but not limited to purchase volumes (estimated or actual), price list update allowances, delivery terms, etc., will not be considered regarding acceptance of discount/price.

- C. After the Bid opening, each Bid will be screened for completeness and conformance with the stated Bidder Qualifications for Bid submission, as set forth in Section 2 of this Solicitation. Any Bid not meeting these requirements may be deemed non-responsive and denied further consideration for award.
- D. Bids will be reviewed to ensure that the Bidder has provided all required Attachments, completed in full, and in original hard copy, where requested. Failure by a Bidder to provide properly completed required documents and/or Attachments may result in their Bid being deemed non-responsive and denied further consideration for award. OGS reserves the right to give first consideration to Bids which are substantially complete over those that are not, and to make awards on a rolling or staggered start basis, as per Section 4.17- *New York State Reserved Rights*, as deemed necessary and determined solely by OGS Procurement Services.
- E. Bidder must be financially stable and able to demonstrate the financial stability of the company. In addition to sales history, current financial statements or other financial information, as requested and deemed appropriate by OGS, must be provided within five (5) Business Days of request. New York State reserves the right to reject any Bidder who does not demonstrate financial stability sufficient for the scope of this contract.
- F. 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 or her 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 – *General Specifications*.
- G. Bidders who Bid Products in nine (9) or more of the DHS AEL Categories in scope of this Solicitation and listed herein will be considered **Level One Bidders, and those Bids will be given review and/or award priority over those that do not qualify for Level One.**
- H. Bidders that do not qualify to be classified as Level One Bidders will be considered as **Level Two Bidders** and their Bids may be reviewed and/or awarded after the review and award of Level One Bid submissions.
- I. Awards will be made to established Manufacturers and/or Authorized Resellers of an established Manufacturer taking into consideration delivery offered, past performance, and all Product information available.
- J. The State reserves the right to reject a Bid or accept adjustments when discounts/prices are deemed to be excessive or unbalanced, or when it does not guarantee delivery of Product in accordance with the "Product Delivery" clause in Appendix B. The State reserves the right to negotiate better pricing with all qualified Bidders being considered for award.
- K. This Solicitation allows for periodic recruitment of additional Contractors during the term of the Contract. Recruitment periods are optional at the discretion of the State. Additional recruitment periods will be advertised in the NYS Contract Reporter. Bidder must register with the New York State Contract Reporter at <https://www.nyscr.ny.gov> to receive notifications regarding any periodic recruitments under this Solicitation. Bids shall be evaluated under substantially the same terms and conditions as the original Bids. Bidders shall also be

required to submit necessary documentation for any additional applicable statutory requirements in effect at the time of the new Solicitation.

Once awarded a Contract, a Contractor may not resubmit a Bid for future consideration relating to any DHS AEL Categories previously awarded to that Contractor. Contractors may however bid on DHS AEL Categories not previously awarded to that Contractor. Notice of such Periodic Recruitment will be posted in the NYS Contract Reporter for a minimum of 15 Business Days prior to the submission due date. In addition, if a Bid is deemed non-responsive during the initial Solicitation or any recruitment period, a Bidder cannot reapply for a future Contract until the next Solicitation or recruitment period.

- L. Tentative Contract award(s) shall consist of written notice, via email, to that effect by OGS to a selected Bidder, who shall execute a Contract upon a determination by OGS that the Bidder is responsive and responsible. Non-awardees will also be notified, via email, that their Bids were not selected for award. Non-awardees may be notified after all contract awards have been made.

SECTION 6 TERMS AND CONDITIONS

Contract Term and Extensions

6.1 Contract Period

The Contracts awarded shall be in effect for a term of up to five (5) years. The Contract periods shall commence after all necessary approvals and shall become effective upon mailing or electronic communication of the final executed documents to the Contractor (see Appendix B - *Contract Creation/Execution*).

All OGS Centralized Contracts resulting from this Solicitation shall have a co-terminus end date, including those Contracts awarded during any subsequent periodic recruitment. At the State's option, the Contract may be extended for up to three (3) years, in increments as deemed to be in the best interest of the State. Whether the optional extensions are exercised is at the sole discretion of the State. A Contractor shall retain the right to decline a Contract extension offered under this section. Any Contract extension will be under the same terms and conditions, subject to any additional applicable statutory and policy requirements. Any extensions provided under this section shall apply in addition to any rights set forth in Appendix B - *Contract Term – Extension*.

The Contract term provided for in this section shall extend 6 months beyond its termination date only for Authorized Users whose contracts must be registered with the Office of the New York City Comptroller. During the 6-month period the definition of Authorized User shall be deemed to refer only to Authorized Users whose contracts must be registered with the Office of the New York City Comptroller. This extension is in addition to any other extensions available under the Contract. The extension provided for in this paragraph shall be upon the then-existing terms and conditions; provided, however, during such extension an Authorized User, as defined in this paragraph, may agree to amend such terms and conditions solely to comply with changes in statutory requirements (e.g. changes in minimum, prevailing or living wages, or regulated services).

6.2 Short Term Extension

This section shall apply in addition to any rights set forth in Appendix B - *Contract Term – Extension*. In the event a replacement Contract has not been issued, any Contract let and awarded hereunder by the State may be extended unilaterally by the State for an additional period of up to 30 calendar days upon notice to the Contractor with the same terms and conditions as the original Contract and any approved modifications. With the concurrence of the Contractor, the extension may be for a period of up to 90 calendar days in lieu of 30 calendar days. However, this extension automatically terminates should a replacement Contract be issued in the interim.

6.3 Bid Pricing Information

A Bidder shall submit its proposed Products and pricing within Attachment 1 – *Pricing* in Excel format only, on USB Flash Drives, as per Section 4.4 – *Format and Content of Bid Submission*.

Price shall include all customs, duties and charges and be net, F.O.B. destination any point Statewide (NY). Upon mutual agreement between New York State and the Contractor, delivery locations may be expanded per Section 6.36 - *Non-State Agencies Participation in Centralized Contracts*, and Section 6.37 - *Extension of Use*.

Bidder must offer discount(s) from its nationally published and regularly distributed **Manufacturer's** catalog(s)/Price List(s) in effect and identified at the time of the bid opening. Full List Price will not be accepted.

Requirements for Attachment 1 - Pricing:

- a. Attachment 1 – *Pricing* must be submitted in Electronic Format ONLY (Excel only, NOT LOCKED, or PASSWORD PROTECTED). Do not change the spreadsheet structure. Any changes may result in rejection of the Bid.
- b. Each Product must have its own identifying number (contractor/manufacturer item number etc.) and Product description.
- c. Products offered must correspond to the DHS AEL Categories listed on the Bidder's submission of Attachment 14 – *Category Matrix* and must be within the Scope of the Solicitation. **Each Product offered may correspond to only ONE (1) DHS AEL Category.** Bidders are to refer to Attachment 13 for Category descriptions and numbers.
- d. Bidders shall select the appropriate DHS AEL Category from the dropdown box in Attachment 1 - *Pricing*, Column A, for each Product offered.
- e. Bidders shall enter all required information as per Attachment 1 – *Pricing* instructions. Incomplete information, including columns and/or rows, may result in a Bidder's Bid being rejected.

A copy of the Bidder's Manufacturer's Price List and/or Internal Price List for all Products bid must also be included with the Bid in electronic format and be named and dated. Hard copies will not be accepted. See Section 4.4 – *Format and Content of Bid Submission*.

This Solicitation allows for the inclusion of maintenance, calibration, and training for Products being bid only. All such offerings must be included within Attachment 1 – *Pricing*. Detailed information about maintenance, calibration and/or training offered should be provided with the bid submission, in electronic format only.

6.4 Price Updates

- A. Updates to a Contractor's OGS Price List (price list updates) will be allowed at any time, twice per year, after the first anniversary date of the Bid Opening. Price list update requests at any other time may not be granted, unless OGS determines that it is within the best interest of the State and/or its Authorized Users. Approval for additional price list updates will be given on a case by case basis. Requests for price list updates must be submitted, via email, to the OGS contract administrator listed on the OGS Website. The price list update request must be dated, complete and accurate, and in the format required by OGS. Contractors shall adhere to the instructions in Attachment 11 – *Price List Update Template* and use the provided template along with Appendix C - *Contract Modification Procedure* for all price update requests.
- B. Contractors may update their OGS price list to include price increases and decreases, Product additions and deletions, and/or Product item number or description changes. New Products will be considered for inclusion provided they are within the Contract scope, are within the same DHS AEL Category(s) originally awarded to the Contractor and offered to the State under the same terms and conditions as per the Contract, and at discounts/pricing deemed to be reasonable and in the best interest of the State. The discount offered on new Products requested to be added to the Contractor's price list shall be no lower than the minimum established discount under the main DHS AEL Category in which the new Product corresponds.
- C. Contract prices may be subject to increase or decrease during the contract period in accordance with changes made by the Manufacturer or Authorized Reseller in their established, nationally distributed Price List or published catalog; however, the percentage discount accepted at time of contract award, or a price list update under the Contract, may not be decreased during the Contract term. Once approved by OGS, discounts offered from Manufacturer Price Lists may not be decreased unless satisfactory proof of undue hardship is submitted by the Contractor and approved by OGS. Proof may include, but not be limited to, signed statements by the Manufacturer detailing and attesting to the need for the discount reduction. Determination of undue hardship is at the sole discretion of OGS. OGS may, at their discretion, require the deletion of Products and/or product lines from the Contractors OGS price list should a Contractor be unable to support their approved discount structure. Price decreases or discount increases are permitted and encouraged at any time and may be provided to the Authorized User without a price list update having been processed. The State reserves the right to request copies of existing contracts, Manufacturer's Price Lists, or internal price lists to ensure that the prices offered to the State are reasonable. In connection with any price list update, OGS reserves the right to request additional information,

reject Contract updates, remove Products from Contracts, remove Products from price list update submissions, and request additional discounts for new or existing Products.

- D. New Manufacturer Product lines may be offered within a Price Update by a Contractor provided they are within Contract scope and within the DHS AEL Category(s) originally awarded to the Contractor. Products and/or product lines that fall within a DHS AEL Category not originally awarded to a Contractor will not be accepted. DHS AEL Category(s) not originally awarded to a Contractor shall not be added post award.
- E. Price Updates will not be granted to any Contractor who has outstanding Sales Reports, Administrative Fees, Proof of Insurance or other documentation that is required under the resulting Contract. OGS reserves the right to deny price updates within the last six months of the contract term, without prior notice.
- F. It is OGS's intention that all Contractor price lists be maintained and updated regularly to keep Product offerings, pricing, Product numbers and Product descriptions current. Contractors are required to honor their posted contract pricing at all times and may not charge greater than Contract price at any time during the Contract term. Contractors are encouraged to review their posted price lists regularly and submit a request to update their price list at least once per year. Contractor's should contact the OGS contract administrator for the most current price list update procedures and forms. Contractors shall submit their price list update request to the OGS Procurement Services contract administrator pursuant to the requirements of this Section for review and written approval prior to use. Revised pricing is effective upon the date in which OGS approves the request. Revised price lists shall be posted by OGS on the contract website within five (5) Business Days after approval, or as soon as possible thereafter.

6.5 Price Increase

OGS reserves the right to request justification for any price increase within a contractor's price list update request and reserves the right to reject any increase deemed unreasonable by OGS.

6.6 Best Pricing Offer

During the Contract term, if the Commissioner becomes aware that the Contractor is selling substantially the same or a smaller quantity of a Product 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, after consultation with the Contractor, may be reduced to a lower price on a prospective basis at the discretion of the Commissioner. The Commissioner reserves the right to request information to verify pricing for the purposes of this clause.

6.7 Price Structure

If, during the Contract Term, the Contractor is unable or unwilling to meet contractual requirements in whole or in part based on the price structure of the Contract, it shall immediately notify the Office of General Services, Procurement Services in writing. Such notification shall not relieve the Contractor of its responsibilities under the Contract. The State may, but is not required to, consider an equitable adjustment in the Contract terms and/or pricing in the circumstances outlined in Appendix B - *Savings/Force Majeure*.

Should the Commissioner in his or her sole discretion determine during the Contract Term that (i) the Contract price structure is unworkable, detrimental, or injurious to the State, or (ii) the Contract price structure results in prices which are unreasonable, excessive, or not truly reflective of current market conditions, and no adjustment in the Contract terms and/or pricing is mutually agreeable, the State may terminate the Contract upon ten (10) Business Days written notice mailed to the Contractor.

6.8 Volume Discounts

Bidders may, and are encouraged to, offer Volume Discounts which shall apply to orders delivered to the same Authorized User and/or location at the same requested time. Volume Discounts, if offered, shall be based on Products and pricing as submitted within Attachment 1 - *Pricing*.

Volume Discounts shall be entered within Attachment 10 – *Contractor Information*. If no Volume Discount is entered, it will be presumed that the Bidder is not offering a Volume Discount. Volume discounts, if not offered at time of Bid

submission, may be added at a later date. All approved discounts shall remain in effect for the entire contract period. Discounts, including volume discounts, may be increased during the Contract term, as per Section 6.4 – *Price Updates*.

Volume Discounts may be applied per Purchase Order, cumulatively per ordering entity, or cumulatively statewide. The Bidder shall indicate the basis for applying the Volume Discount(s) within Attachment 10 – *Contractor Information*. Volume Discounts shall be defined and applied as follows: Purchase Order Volume Discounts shall be additional discounts applied to individual Purchase Orders over a specified dollar amount. Cumulative agency Volume Discounts shall be additional discounts applied to all future orders made by an individual ordering entity once an established volume has been met by that entity. Cumulative statewide Volume Discounts shall be additional discounts applied to all future orders for all state and non-state orders once an established volume has been met under this Contract.

6.9 Ordering

Purchase Orders shall be made in accordance with the terms set forth in Appendix B - *Purchase Orders*. Authorized Users may submit orders over the phone, and, if available, may submit orders electronically via web-based ordering, e-mail, or facsimile at any time. Orders submitted shall be deemed received by Contractor on the date submitted.

All orders shall reference Contract number, requisition, and/or Purchase Order number (if applicable). Upon Contractor's receipt of an order, confirmation is to be provided to the Authorized User electronically or via facsimile. Order confirmation should be sufficiently detailed, and include, at a minimum, purchase price, date of order, delivery information (if applicable), Authorized User name, and sales representative (if applicable).

6.10 Purchasing Card Orders

If the Contractor accepts orders using the State's Purchasing Card (see Appendix B - *Purchasing Card*), also referred to as the Procurement Card or PCard, the Contractor shall not charge or bill the Authorized User for any additional charges related to the use of the Purchasing Card, including but not limited to processing charges, surcharges or other fees. A Bidder shall indicate in Attachment 5 – *Bidder Information Questionnaire* if it will accept the State's Purchasing Card for orders not to exceed \$15,000.

6.11 Minimum Order

Contractors may require a minimum order and may elect to honor orders for less than the minimum order. For such orders, at the contractor's option, shipping costs from the contractor's address (as stated in bid) may be added to the invoice with a copy of the freight bill. Shipping costs are to be prepaid by Contractor and such orders are to be shipped on an F.O.B. destination basis. All such orders must be shipped by the most economical method for the proper delivery of the Product unless special instructions are stated on the order by the agency.

6.12 Invoicing and Payment

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B - *Contract Invoicing*.

The Contractor is required to provide the Authorized User with one invoice for each Purchase Order at the time of delivery. The invoice must include detailed line Product information to allow Authorized Users to verify that pricing at point of receipt matches the Contract price on the original date of order. At a minimum, the following fields must be included on each invoice; additional information may be required:

- Contractor Name
- Contractor Billing Address
- Contractor Vendor ID Number
- Contractor Contact Information
- Unique Invoice Number
- Bill To Name (Ordering Entity Name)
- Purchase Order Number
- Payment Term
- Quantity
- Description
- Unit of Measure (each, case, etc.)

- Rate (unit price)
- Total (payment amount requested)

Cost centers or branch offices for an Authorized User may require separate invoicing as specified by each Authorized User. The Contractor's billing system shall be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users. Visit the following link for further guidance for vendors on invoicing:

<https://bsc.ogs.ny.gov/content/vendor-information>.

6.13 Product Delivery

Delivery of all Contract Products shall be made in accordance with Appendix B - *Product Delivery and Shipping/Receipt of Product*.

6.14 Product Returns and Exchanges

In addition to the provisions of Appendix B - *Title and Risk of Loss for Products Other than Technology Products, Product Substitution, and Rejected Product*, Products returned or exchanged due to quality problems, duplicated shipments, outdated Product, incorrect Product shipped, Contractor errors otherwise not specified, or Products returned or exchanged due to Authorized User errors shall be replaced with specified Products or the Authorized User shall be credited or refunded for the full purchase price.

Products shall be replaced within ten (10) Business Days of written notification to the Contractor of the Authorized User's intent to return or exchange the Product. Contractor can charge only a restocking fee for Product returned or exchanged due to Authorized User error where the Product is determined not to be suitable for resale; the restocking fee cannot exceed the net price of the returned or exchanged Product. Any restocking fees must be included within Attachment 10 – *Contractor Information* as a percentage (%) of the net price.

Any credit or refund shall be applied against the next bill/invoice submitted by the Contractor to the Authorized User. If no credit or refund, or only a partial credit or refund, is made in such fashion, the Contractor shall pay to the Authorized User the amount of such credit or refund or portion thereof still outstanding, within thirty (30) calendar days of demand.

6.15 Unanticipated Excessive Purchase

The State reserves the right to negotiate lower pricing, or to advertise for Bids, for any unanticipated excessive purchase.

6.16 Contract Administration

The Contractor shall provide a sufficient number of Customer Service employees who are knowledgeable and responsive to Authorized User needs and who can effectively service the Contract. Contractor shall also provide an Emergency Contact in the event of an emergency occurring after business hours or on weekends/holidays.

Contractor shall provide a dedicated Contract Administrator to support the updating and management of the Contract on a timely basis. Information regarding the Customer Service, Emergency Contact, and Contract Administrator shall be set forth in Attachment 5 – *Bidder Information Questionnaire*. Contractor must notify OGS within five (5) Business Days if its Contract Administrator, Emergency Contact, or Customer Service employees change, and provide an interim contact person until the position is filled. Changes shall be submitted electronically via e-mail to the OGS Contract Administrator as shown on the front page of the Contract Award Notification document posted on the OGS HIRE website.

6.17 NYS Financial System (SFS)

New York State is currently operating on an Enterprise Resource Planning (ERP) system, Oracle PeopleSoft software, referred to as the Statewide Financial System (SFS). SFS is currently on PeopleSoft Financials version 9.2. SFS supports requisition-to-payment processing and financial management functions.

The State is also implementing an eProcurement application that supports the requisitioning process for State Agencies to procure Products in SFS. This application provides catalog capabilities. Contractors with Centralized

Contracts have the ability to provide a “hosted” or “punch-out” catalog that integrates with SFS and is available to Authorized Users via a centralized eMarketplace website. Additional information may be found at: <https://ogs.ny.gov/procurement/emarketplace>.

There are no fees required for a Contractor’s participation in the catalog site development or management. Upon completion and activation of an on-line catalog, State Agencies will process their orders through the SFS functionality and other Authorized Users can access the catalog site to fulfill orders directly.

The State may be implementing additional PeopleSoft modules in the near future. Further information regarding business processes, interfaces, and file layouts currently in place may be found at: <http://www.sfs.ny.gov> and <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>.

6.18 Accessibility of Information Communication Technology

Bidders are not required to create and/or maintain a website for this Solicitation or subsequent Contract Award. Should a Bidder/Contractor opt to do so, the Bidder/Contractor is solely responsible for administration, content, intellectual property rights and all materials at Contractor’s website. Contractor is solely responsible for its actions and those of its agents, employees, resellers, Subcontractors or assigns, and agrees that neither Contractor nor any of the foregoing has any authority to act or speak on behalf of the State. As applicable, Contractor agrees to comply with the Office of Information Technology Services policy NYS-P08-005 Accessibility of Web-Based Information and Applications, as may be amended, the stated purpose of which is to make State Agency web-based intranet and internet information accessible for persons with disabilities. The following language is incorporated into any Contract resulting from this Solicitation:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this Contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified or superseded (the “Accessibility Policy”). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by the State and any report on the results of such testing must be satisfactory to the State.

6.19 Americans with Disabilities Act (ADA)

The federal ADA bars employment discrimination and requires all levels of government to provide necessary and reasonable accommodations to qualified workers with disabilities. Bidder is required to identify and offer any Products it manufactures or adapts that may be used or adapted for use by persons with visual, hearing, or any other physical disabilities. Although it is not mandatory for Bidder to have these Products in order to receive an award, it is necessary to identify any such Products offered that fall into the above Category.

6.20 N.Y. State Finance Law § 139-l

Pursuant to N.Y. State Finance Law § 139-l, every bid made on or after January 1, 2019 to the State or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, and where otherwise required by such public department or agency, shall contain a certification that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of N.Y. State Labor Law § 201-g.

N.Y. State Labor Law § 201-g provides requirements for such policy and training and directs the Department of Labor, in consultation with the Division of Human Rights, to create and publish a model sexual harassment prevention guidance document, sexual harassment prevention policy and sexual harassment prevention training program that employers may utilize to meet the requirements of N.Y. State Labor Law § 201-g. The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers, can be found online at the following URL: <https://www.ny.gov/combating-sexual-harassment-workplace/employers>.

Pursuant to N.Y. State Finance Law § 139-l, any bid by a corporate bidder containing the certification required above shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be

deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the bidder.

If the Bidder cannot make the required certification, such Bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the Bidder cannot make the certification. After review and consideration of such statement, OGS may reject the bid or may decide that there are sufficient reasons to accept the bid without such certification.

The certification required above can be found on Attachment 2 – *NYS Required Certifications*, which the Bidder must submit with its bid.

6.21 Insurance Requirements

The Contractor shall procure, at its sole cost and expense, and shall maintain in full force at all times during the term of the Contract(s) resulting from this Solicitation, all policies of insurance pursuant to the requirements outlined in Attachment 4 – *Insurance Requirements*.

6.22 Report of Contract Usage

The Contractor shall furnish semi-annual reports, using Attachment 8 – *Report of Contract Usage*, containing total sales made under the Contract no later than fifteen (15) calendar days after the close of the reporting period. Reportable sales include those made to all Authorized Users (NYS) and those made to non-State entities utilizing the Contract under the Extension of Use Clause (see Section 6.37). If the Contract period begins or ends in a fractional portion of a reporting period, only the actual Contract sales for this fractional period should be included in the report.

The reporting periods are as follows:

- Sales for January 1st through June 30th will be due July 15th.
- Sales for July 1st through December 31st will be due January 15th.

Attachment 8 - *Report of Contract Usage* must be used, and the report must be completed in its entirety, referencing the Contract Group Number, Award Number, Contract Number, Sales Period, and Contractor's name. Incomplete, altered, locked, pdf. or hard copy submissions of Attachment 8 - *Report of Contract Usage* will not be accepted. The report must be submitted electronically, via e-mail, in MS Excel format only, to the attention of the OGS Contract Administrator as shown on the front page of the Contract Award Notification document posted on the OGS website. OGS reserves the right to make changes to the template and/or to request additional information. Contractors should contact the OGS Contract Administrator for the most current form. Additional related sales and/or detailed Authorized User and/or non-State purchase information may be required by OGS and must be supplied within thirty (30) calendar days, upon request. Failure to submit timely reports may result in the denial of Price Updates and/or Contract suspension.

6.23 Contractor Requirements and Procedures for Business Participation Opportunities for NYS Certified Minority- and Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women

I. New York State Law

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR"), the New York State Office of General Services ("OGS") is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-owned Business Enterprises ("MWBES") and the employment of minority group members and women in the performance of OGS contracts.

II. General Provisions

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for MWBEs. Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, State or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, breach of contract, withholding of funds, liquidated damages pursuant to clause IX of this section, and/or enforcement proceedings as allowed by the Contract and applicable law.

III. Equal Employment Opportunity (EEO)

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all Contractors, and any subcontractors, awarded a subcontract over \$25,000, for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to, the contracting State agency (the “Work”) except where the Work is for the beneficial use of the Contractor.
1. Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate or distinct from the Contract; or (ii) employment outside New York State.
 2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor’s equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.
- B. Form EEO 100 - Staffing Plan.
To ensure compliance with this section, the Contractor agrees to submit or has submitted with the Bid a staffing plan on Form EEO 100 to OGS to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified Categories listed, including ethnic background, gender, and federal occupational Categories.
- C. Form EEO 101 - Workforce Utilization Reporting Form (Commodities and Services) (“Form EEO-101-Commodities and Services”)
1. The Contractor shall submit, and shall require each of its subcontractors to submit, a Form EEO-101-Commodities and Services to OGS to report the actual workforce utilized in the performance of the Contract by the specified Categories listed including ethnic background, gender, and Federal occupational Categories. The Form EEO-101-Commodities and Services must be submitted electronically to OGS at EEO_CentCon@ogs.ny.gov on a quarterly basis during the term of the Contract by the 10th day of April, July, October, and January.
 2. Separate forms shall be completed by Contractor and any subcontractor.
 3. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided relates to the actual workforce utilized on the Contract. When

the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.

- D. Contractor shall comply with the provisions of the Human Rights Law, all other State and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. Contract Goals

- A. **OGS hereby establishes an overall goal of 10% for MWBE participation, 5% for Minority-Owned Business Enterprises (“MBE”) participation and 5% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs) in the following DHS AEL Categories: Personal Protective Equipment (PPE), Interoperable Communications Equipment (Limited to Satellite Phones/Communication & Accessories), Decontamination Equipment, Medical Equipment (Equipment Only; Pharmaceuticals Excluded), and Power Equipment. The total Contract goal can be obtained by utilizing any combination of MBE and/or WBE participation for subcontracting and supplies acquired under the Contract.**
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract goals established in clause IV-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528>. The MWBE Regulations are located at 5 NYCRR § 140 – 145. Questions regarding compliance with MWBE participation goals should be directed to the Designated Contacts within the OGS Office of Minority- and Women Owned Businesses Enterprises. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women’s Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.
- C. Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract (see clause VII below).

V. MWBE Utilization Plan

- A. In accordance with 5 NYCRR § 142.4, Bidders are required to submit a completed Utilization Plan on Form MWBE 100 with their bid.
- B. The Utilization Plan shall list the MWBEs the Bidder intends to use to perform the Contract, a description of the Contract scope of work the Bidder intends the MWBE to perform to meet the goals on the Contract, the estimated or, if known, actual dollar amounts to be paid to an MWBE. By signing the Utilization Plan, the Bidder acknowledges that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by New York State Certified MWBEs after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OGS.
- C. By entering into the Contract, Bidder/Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. When an MWBE is serving as a broker on the Contract, only 25 percent of all sums paid to a broker shall be deemed to represent the commercially useful function performed by the MWBE.

- D. OGS will review the submitted MWBE Utilization Plan and advise the Bidder of OGS acceptance or issue a notice of deficiency within thirty (30) days of receipt.
- E. If a notice of deficiency is issued; Bidder agrees that it shall respond to the notice of deficiency, within seven (7) Business Days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder and direct the Bidder to submit, within five (5) Business Days of notification by OGS, a request for a partial or total waiver of MWBE participation goals on Form BDC 333. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- F. OGS may disqualify a Bidder's bid/proposal as being non-responsive under the following circumstances:
 - (a) If a Bidder fails to submit an MWBE Utilization Plan;
 - (b) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - (c) If a Bidder fails to submit a request for waiver; or
 - (d) If OGS determines that the Bidder has failed to document good faith efforts.
- G. If awarded a Contract, Contractor certifies that it will follow the submitted MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in clause IV-A of this Section.
- H. Bidder/Contractor further agrees that a failure to submit and/or use such completed MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

VI. Request for Waiver

- A. Prior to submission of a request for a partial or total waiver, Bidder shall contact the Designated Contacts listed on page 1 of this document for guidance.
- B. In accordance with 5 NYCRR § 142.7, a Bidder/Contractor who is able to document good faith efforts to meet the goal requirements, as set forth in clause VII below, may submit a request for a partial or total waiver on Form BDC 333, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its MWBE Utilization Plan. If a request for waiver is submitted with the MWBE Utilization Plan and is not accepted by OGS at that time, the provisions of clauses V(C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) Business Days of receipt.
- C. Contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to OGS but must be made no later than prior to the submission of a request for final payment on the Contract.
- D. If OGS, upon review of the MWBE Utilization Plan and Monthly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) Business Days of receipt. Such response may include a request for partial or total waiver of MWBE contract goals.

VII. Required Good Faith Efforts

In accordance with 5 NYCRR § 142.8, Contractors must document their good faith efforts toward utilizing MWBEs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- A. A list of the general circulation, trade and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations and any responses thereto.
- B. A list of the certified MWBEs appearing in the Empire State Development (“ESD”) MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
- C. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.
- D. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
- E. Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
- F. Other information deemed relevant to the request.

VIII. Monthly MWBE Contractor Compliance Report

- A. In accordance with 5 NYCRR § 142.10, Contractor is required to report Monthly MWBE Contractor Compliance to OGS during the term of the Contract for the preceding month’s activity, documenting progress made towards achievement of the Contract MWBE goals. OGS requests that all Contractors use the New York State Contract System (“NYSCS”) to report subcontractor and supplier payments made by Contractor to MWBEs performing work under the Contract. The NYSCS may be accessed at <https://ny.newnycontracts.com/>. This is a New York State-based system that all State agencies and authorities will be implementing to ensure uniform contract compliance reporting throughout New York State.
- B. When a Contractor receives a payment from a State agency, it is the Contractor’s responsibility to pay its subcontractors and suppliers in a timely manner. On or after the first day of each month, the Contractor will receive an email or fax notification (“audit notice”) indicating that a representative of its company needs to log-in to the NYSCS to report the company’s MWBE subcontractor and supplier payments for the preceding month. The Contractor must also report when no payments have been made to a subcontractor or supplier in a particular month with entry of a zero-dollar value in the NYSCS. Once subcontractor and supplier payments have been entered into the NYSCS, the subcontractor(s) and supplier(s) will receive an email or fax notification advising them to log into the NYSCS to confirm that they actually received the reported payments from the Contractor. It is the Contractor’s responsibility to educate its MWBE subcontractors and suppliers about the NYSCS and the need to confirm payments made to them in the NYSCS.
- C. To assist in the use of the NYSCS, OGS recommends that all Contractors and MWBE subcontractors and suppliers sign up for the following two webinar trainings offered through the NYSCS: **“Introduction to the System - Vendor training”** and **“Contract Compliance Reporting - Vendor Training”** to become familiar with the NYSCS. To view the training schedule and to register visit: <https://ny.newnycontracts.com/events.asp>
- D. As soon as possible after the Contract is approved, Contractor should visit <https://ny.newnycontracts.com> and click on **“Account Lookup”** to identify the Contractor’s account by company name. Contact information should be reviewed and updated if necessary by choosing **“Change Info.”** It is important that the staff member who is responsible for reporting payment information for the Contractor be listed as a user in the NYSCS. Users who are not already listed may be added through **“Request New User.”** When identifying the person responsible, please add **“- MWBE Contact”** after his or her last name (i.e., John Doe – MWBE Contact) to ensure that the correct person receives audit notices from the NYSCS. NYSCS Technical Support should be contacted for any technical support questions by clicking on the links for **“Contact Us & Support”** then **“Technical Support”** on the NYSCS website.

- E. If Contractor is unable to report MWBE Contractor Compliance via the NYSCS, Contractor must submit a Monthly MWBE Contractor Compliance Report on Form MWBE 102 to OGS, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: OGS MWBE Office, 29th floor Corning Tower, Empire State Plaza, Albany, NY 12242. Phone: 518-486-9284; Fax: 518-486-9285.
- F. It is the Contractor's responsibility to report subcontractor and supplier payments. Failure to respond to payment audits in a timely fashion through the NYSCS, or by paper to OGS, may jeopardize future payments pursuant to the MWBE liquidated damages clause in clause IX below.

IX. Breach of Contract and Liquidated Damages

- A. Where OGS determines that the Contractor is not in compliance with the requirements of this Contract, and the Contractor refuses to comply with such requirements, or if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, the Contractor shall be obligated to pay liquidated damages to OGS.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. If OGS determines that Contractor is liable for liquidated damages and such identified sums have not been withheld by OGS, Contractor shall pay such liquidated damages to OGS within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

X. Fraud

Any suspicion of fraud, waste, or abuse involving the contracting or certification of MWBEs shall be immediately reported to ESD's Division of Minority and Women's Business Development at (855) 373-4692.

ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/MWBE>

6.24 Participation Opportunities for New York State Certified Service-Disabled Veteran Owned Businesses

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), thereby further integrating such businesses into New York State's economy. OGS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OGS contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

I. Contract Goals

- A. **OGS hereby establishes an overall goal of 6% for SDVOB participation, based on the current availability of qualified SDVOBs in the following DHS AEL Categories; Medical Equipment (Equipment Only; Pharmaceuticals Excluded), Power Equipment, and Physical Security Enhancement Equipment (Limited to Blast Resistant Receptacles/Systems, Jersey Walls/Barriers Only).** For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at: <https://ogs.ny.gov/Veterans/>. Questions regarding compliance with SDVOB participation goals

should be directed to the Designated Contacts listed on page 1 of this document. Additionally, following Contract execution, Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Contract.

- B. Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause IV below).

II. SDVOB Utilization Plan

- A. In accordance with 9 NYCRR § 252.2(i), Bidders are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their bid.

- B. The Utilization Plan shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to OGS.

- C. OGS will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of OGS acceptance or issue a notice of deficiency within 20 days of receipt.

- D. If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven Business Days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five Business Days of notification by OGS, a request for a partial or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

- E. OGS may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:

- (a) If a Bidder fails to submit an SDVOB Utilization Plan;
- (b) If a Bidder fails to submit a written remedy to a notice of deficiency;
- (c) If a Bidder fails to submit a request for waiver; or
- (d) If OGS determines that the Bidder has failed to document good faith efforts.

- F. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.

- G. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

III. Request for Waiver

- A. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall contact the Designated Contacts listed on page 1 of this document for guidance.

- B. In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause IV below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by OGS at that time, the provisions of clauses II (C), (D) & (E) will apply. If the

documentation included with the Bidder's/Contractor's waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.

- C. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to OGS but must be made no later than prior to the submission of a request for final payment on the Contract.
- D. If OGS, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) determines that the Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regard to such non-compliance, OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven Business Days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to OGS.sm.PSGHIRE_Renewals@ogs.ny.gov.

IV. Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- A. Copies of solicitations to SDVOBs and any responses thereto.
- B. Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.
- C. Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified SDVOBs whom OGS determined were capable of fulfilling the SDVOB goals set in the Contract.
- D. Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- E. Other information deemed relevant to the waiver request.

V. Monthly SDVOB Contractor Compliance Report

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using form SDVOB 101 available at <https://ogs.ny.gov/veterans/> and should be completed by the Contractor and submitted to OGS, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: OGS.sm.PSGHIRE_Renewals@ogs.ny.gov.

VI. Breach of Contract and Damages

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

ALL FORMS ARE AVAILABLE UNDER AT: <https://ogs.ny.gov/Veterans/>

6.25 Use of Recycled or Remanufactured Materials

New York State supports and encourages Contractors 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 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 Appendix B - *Remanufactured, Recycled, Recyclable or Recovered Materials*.

6.26 Bulk Delivery and Alternate Packaging

New York State encourages the use of innovative packaging that reduces the weight of packaging and the generation of packaging waste. A Contractor is encouraged to use reusable materials and containers and to utilize packaging configurations that take advantage of storage containers designed to be part of the Product for the shipment of multi-unit purchases. New York State recognizes that these packaging methods are in the development stage and may not be currently available. Authorized Users are urged to inquire about these programs at the time of purchase and determine the best solution for their needs.

6.27 Surplus/Take-Back/Recycling

- i. A State Agency is reminded of its obligation to comply with the NY State Finance Law § 167, Transfer and Disposal of Personal Property, and § 168, The Management of Surplus Computer Equipment, regarding transfer and disposal of surplus personal property before utilizing take-back, recycling, or other options for disposition of equipment that is still in operable condition.
- II. If Contractor offers a take-back/recycling program, then Contractor shall provide a record of disposition to each Authorized User who participates in the take-back/recycling program for units transferred for disposition. Contractor shall provide documentation that the units were disposed of in an environmentally sound manner in compliance with applicable local, state and federal laws. See Section III below for specific requirements governing electronic equipment recycling.
- III. The NYS Department of Environmental Conservation ("DEC") Electronic Equipment Recycling and Reuse Act ("Act") (Environmental Conservation Law, Article 27, Title 26, Electronic Equipment Recycling and Reuse), requires manufacturers to establish a convenient system for the collection, handling, and recycling or reuse of electronic waste. If Contractor is a manufacturer of electronic equipment covered by the Act, Contractor agrees to comply with the requirements of the Act. More information regarding the Act can be found on the DEC website at: <http://www.dec.ny.gov/chemical/65583.html>.
- IV. If a Contractor offers a take-back/recycling program or offers an electronic equipment recycling program pursuant to the Act, and an Authorized User participates in same, then the Authorized User shall ensure the destruction of all data from any hard drives surrendered with the machines/covered electronic equipment. Contractor shall not require an Authorized User to surrender the hard drive, as an Authorized User may wish to retain the hard drive for security purposes. Contractor shall advise the Authorized User in advance if the retention of the hard drive results in additional fees or reduction in trade-in value. It is recommended that an Authorized User use a procedure for ensuring the destruction of confidential data stored on hard drives or other storage media that meets or exceeds the National Institute of Standards and Technology ("NIST") Guidelines for Media Sanitation as found in NIST Special Publication 800-88.

6.28 Environmental Attributes and NYS Executive Order Number 4

New York State is committed to environmental sustainability and endeavors to procure Products with reduced environmental impact. One example of this commitment may be found in Executive Order No. 4 (Establishing a State Green Procurement and Agency Sustainability Program), which imposes certain requirements on State Agencies, authorities, and public benefit corporations when procuring Products. More information on Executive Order No. 4, including specifications for offerings covered by this Contract, may be found at <https://www.ogs.ny.gov/greenny/>. State entities subject to Executive Order No. 4 are advised to become familiar with the specifications that have been developed in accordance with the Order, and to incorporate them, as applicable, when making purchases under this Contract.

6.29 Consumer Products Containing Mercury

Contractor shall comply with the requirements of Title 21 of Article 27 of the NYS Environmental Conservation Law regarding restrictions on the sale, purchasing, labeling and management of any Products containing elemental mercury under this Contract.

6.30 Diesel Emission Reduction Act

Pursuant to N.Y. Environmental Conservation Law § 19-0323 (the “Law”), it is 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. 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.

The Law may be applicable to vehicles used by Contractors “on behalf of” State Agencies and public authorities and require certain reports from Contractors. All heavy-duty diesel vehicles must have BART by the deadline provided in the Law. The Law also provides a list of exempted vehicles. Regulations set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The Bidder hereby certifies and warrants that all heavy-duty vehicles, as defined in the Law, to be used under this Contract, will comply with the specifications and provisions of the Law, and 6 NYCRR Parts 248 and 249.

6.31 Overlapping Contract Products

Products available under the resulting Contract may also be available from other New York State Contracts. Authorized Users will be advised to select the most cost-effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection.

6.32 Preferred Source Products

Section 162 of the State Finance Law requires that Authorized Users afford first priority to the Products of Preferred Source suppliers such as Corcraft (the marketplace name for the NYS Department of Corrections and Community Supervision, Division of Industries), New York State Preferred Source Program for People who are Blind (NYSPSP), and New York State Industries for the Disabled (NYSID), and others determined by law, when such Products meet the form, function and utility of the Authorized User. Some Products in the resultant Contract may be available from one or more Preferred Sources. An Authorized User must determine if a particular Product is approved for a Preferred Source and follow the requirements of State Finance Law § 162(3) or (4)(b), respectively, before engaging the Contractor.

6.33 NYS Vendor Responsibility

OGS conducts a review of prospective Contractors (“Bidders”) to provide reasonable assurances that the Bidder is responsive and responsible. A For-Profit Business Entity Questionnaire (hereinafter “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, in addition to all other information the State may obtain from other sources, 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 at <http://www.osc.state.ny.us/vendors/index.htm> or to enroll, go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

Vendors must provide their New York State Vendor Identification Number when enrolling. For information on how to request assignment of a Vendor ID see Section 4.3 - *NYS Vendor File Registration*. OSC provides direct support or 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 and submit 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 prior to Contract award, the Bidder must complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the Bid due 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 awarded a Contract the following shall apply:

- A. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- B. The Commissioner of OGS, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS issues a written notice authorizing a resumption of performance under the Contract.
- C. The Contractor agrees that if it is found by the State that Contractor's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate the Contract.
- D. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS at the Contractor's expense where the Contractor is determined by the Commissioner of OGS to be non-responsible. In such event, the Commissioner of OGS may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.
- E. 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.

6.34 NYS Tax Law Section 5-a

Tax Law § 5-a requires certain Contractors awarded State Contracts for commodities, services and technology valued at more than \$100,000 to certify to NYS Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to Contracts where the total amount of such Contractors' sales delivered into New York State is 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 and Subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

A Contractor is required to file the completed and notarized Form ST-220-CA with the Bid to OGS certifying that the Contractor filed the ST-220-TD with DTF. **Only the Form ST-220-CA is required to be filed with OGS.** The ST-220-CA can be found at https://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf. The ST-220-TD can be found at https://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf Contractor should complete and return the certification forms within five (5) Business Days of request (if the forms are not completed and returned with Bid submission). Failure to make either of these filings may render a Contractor non-responsive and non-responsible. Contractor shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law. The ST-220-TD only needs to be filed once with DTF, unless the information changes for the Contractor, its affiliates, or its Subcontractors.

Vendors may call DTF at 518-485-2889 with questions or visit the DTF web site at <https://www.tax.ny.gov/> for additional information.

6.35 "OGS or Less" Guidelines

Purchases of the Products included in the Solicitation and resulting Contract are subject to the "OGS or Less" provisions of State Finance Law § 163(3)(a)(v). This means that State Agencies can purchase Products from sources other than the Contractor provided that such Products are substantially similar in form, function or utility to the Products herein and are (1) lower in price and/or (2) available under terms which are more economically efficient to the State Agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State Contractor an opportunity to match the non-Contract savings at least two (2) Business Days prior to purchase. In addition, purchases made under “OGS or Less” flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Office of the State Comptroller and competitive bidding of requirements exceeding the discretionary threshold. State Agencies should refer to Procurement Council Guidelines for additional information.

6.36 Non-State Agencies Participation in Centralized Contracts

New York State political subdivisions and others authorized by New York State law may participate in Centralized 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 Appendix B -*Participation in Centralized Contracts*. 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: <https://online.ogs.ny.gov/purchase/snt/othersuse.asp>. Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement Services Customer Services at 518-474-6717.

6.37 Extension of Use

Any Contract resulting from this Solicitation may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York 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. Requests for extension of use must be sent via e-mail to: OGS.sm.PSGHIRE_Renewals@ogs.ny.gov. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions. Authorized Users (NYS) must be given priority with regard to Product availability and delivery. Additional States permitted by OGS to use the contracts resulting from this Solicitation may add their own terms and conditions although they may not conflict with OGS'. Additional States may not charge any fees to the Contractor(s) awarded from this Solicitation. OGS' terms and conditions, including this Section, may not be modified in any way by another State's terms and conditions.

6.38 New Accounts

Contractor may ask State Agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State Contracts, agency code, name, address, and contact person. State Agencies shall not be required to provide credit references and/or complete a credit application.

6.39 Centralized Contract Modifications

- A. OGS, an Authorized User, or the Contractor may suggest modifications to the Centralized Contract or its Appendices. Except as specifically provided herein, modifications to the terms and conditions set forth herein may only be made with mutual written agreement of the parties. Modifications may take the form of an update or an amendment. “Updates” are changes that do not require a change to the established Centralized Contract terms and conditions. A request to add new Products at the same or better price level is an example of an update. “Amendments” are any changes that are not specifically covered by the terms and conditions of the Centralized Contract, but inclusion is found to be in the best interest of the State. A request to change a contractual term and condition is an example of an amendment.
- B. Updates to the Centralized Contract and the Appendices may be made in accordance with the contractual terms and conditions to incorporate new Products, make price level revisions, delete Products, or to make such other updates to the established Centralized Contract terms and conditions, not resulting in a change to such terms and conditions, which are deemed to be in the best interest of the State.
- C. OGS reserves the right to consider modifications which are not specifically covered by the terms of the Centralized Contract but are judged to be in the best interest of the State. Such modifications are deemed

amendments to the Centralized Contract and may require negotiations between Contractor and OGS before execution.

- D. All modifications proposed by Contractor shall be processed in accordance with Appendix C - *Contract Modification Procedure*. This Solicitation and resultant Contracts allows for Contractors to request Updates only. The Contractor shall submit all requests in the form and format contained in Appendix C - *Contract Modification Procedure*. The form contained within Appendix C is subject to change at the sole discretion of OGS.
- E. Modifications proposed by OGS or an Authorized User, including updates and amendments, shall be processed in accordance with the terms of the Centralized Contract and Appendix B - *Modification of Contract Terms*.

6.40 Drug and Alcohol Use Prohibited

For reasons of safety and public policy, in any Contract resulting from this Solicitation, the use of alcoholic beverages or illegal drugs by the Contractor's personnel shall not be permitted in performance of the Contract.

6.41 Traffic Infractions

Neither the State nor Authorized Users will be liable for any expense incurred by the Contractor's personnel for any parking fees or as a consequence of any traffic infraction or parking violation attributable to employees of the Contractor in performance of the Contract.

6.42 Instruction Manuals

At the time of delivery, Contractor shall provide a complete instruction manual for the Product and for each component supplied, as applicable, to the Authorized User.

6.43 Exclusions

NYS OGS reserves the right to delete, before or after award, any of the Products included in the Bidder's offerings under this Solicitation and any resulting contract. Bidder's Price List may list Products covered by other State contracts as well as those available from preferred sources. It is the obligation of the Authorized User to order from the appropriate source.

6.44 Company and Contact Information

Changes regarding the Contractor's company and/or contact information, during the Contract term, should be submitted, via e-mail, to the OGS Contract Administrator no later than five (5) Business Days of the change. Due to the nature of this contract, it is imperative that all contact information be accurate.

6.45 Administrative Fee

Contractors will be required to submit to OGS on a bi-annual basis an Administrative Fee of .05% (one-half percent) for all sales made under the Contract, including sales made to other state entities (see Section 6.37 – *Extension of Use*). Bidders are strongly encouraged to take this required fee amount into consideration when submitting their Bid pricing and may include the additional amount in their pricing schedule in order to satisfy the requirement.

Contractors are required to submit a completed copy of Attachment 8 – *Report of Contract Usage*, on a bi-annual basis as per Section 6.22 to the OGS contract administrator, showing the properly calculated administrative fee amount due to OGS. Attachment 8 should NOT be submitted with the fee payment.

The OGS contract administrator will notify a Contractor should the received fee payment be less than or greater than what is required. Required adjustments to fee payments may be made by Contractors at the time of the next fee payment due date unless otherwise requested by OGS. Failure to submit administrative fee payments timely may result in Contract suspension.

The Administrative Fee must be submitted as follows:

- A. Fees must be submitted and paid to NYS OGS within thirty (30) calendar days after the report of contract usage is due to OGS Procurement Services.

-
- B. Checks for 0.5% of all contract sales for each preceding six (6) months shall be sent directly to NYS OGS Financial Administration.
- C. The Administrative Fee check stub must contain the Award #23173, Contractor Contract Number (PCxxxxx), and the Contract Dates the payment is issued for.
- D. All Administrative Fee payments shall be sent to:

OGS Financial Administration
Empire State Plaza
PO Box 2166
Albany, NY 12220

Check should be made out to:
Office of General Services

6.46 Assignment of Contract

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 State's previous written consent, and attempts to do so are null and void.

6.47 New York State Food Products

Bidders and Contractors may be required to designate New York State Food Products in their Price Guide(s)/Price Lists. State Agencies are expected, and New York state public authorities are strongly encouraged, to purchase New York State Food Products, unless the Product does not meet their institutional or programmatic needs.

6.48 Minor Deviations/Minor Technicality

The State reserves the right to have the flexibility to consider Bids with minor deviations or technicalities and to waive minor deviations or technicalities that may be consistent with the intent and scope of the Solicitation. This flexibility may permit a reasonable outcome in cases where the results of a fair, competitive process are clear but the award of a Contract is threatened due to a minor technicality or a minor deviation.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	4-5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with New York State Information Security Breach and Notification Act	6
23. Compliance with Consultant Disclosure Law	6
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7

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, licenser, 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 State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments 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). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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 (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim 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. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

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 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) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, 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 the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, 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 and 5 NYCRR 143, 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 the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(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, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts 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. 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 Department of Economic Development's Division 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 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 Section 165 of the State Finance Law, (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
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded

the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not

limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

APPENDIX B

GENERAL SPECIFICATIONS

TABLE OF CONTENTS

<u>GENERAL</u>	<u>PAGE</u>	<u>TERMS & CONDITIONS (CONT.)</u>	<u>PAGE</u>
1. Ethics Compliance	1	34. Title and Risk of Loss for Products Other than Technology Products	7
2. Definitions	1	35. Product Substitution	8
<u>BID SUBMISSION</u>		36. Rejected Product	8
3. International Bidding	3	37. Installation	8
4. Bid Opening	3	38. Repaired or Replaced Products, Parts, or Components	8
5. Late Bids	3	39. Employees, Subcontractors and Agents	8
6. Confidential/Trade Secret Materials	3	40. Assignment	8
7. Prevailing Wage Rates - Public Works and Building Services Contracts	3	41. Subcontractors and Suppliers	8
8. Taxes	4	42. Suspension of Work	8
9. Expenses Prior to Contract Execution	4	43. Termination	9
10. Product References	4	44. Savings/Force Majeure	9
11. Remanufactured, Recycled, Recyclable, or Recovered Materials	4	45. Contract Invoicing	10
12. Products Manufactured in Public Institutions	4	46. Default - Authorized User	10
13. Pricing	4	47. Prompt Payments	10
14. Site Inspection	5	48. Remedies for Breach	10
15. Purchasing Card	5	49. Assignment of Claim	11
<u>BID EVALUATION</u>		50. Toxic Substances	11
16. Bid Evaluation	5	51. Independent Contractor	11
17. Tie Bids	5	52. Security	11
18. Quantity Changes Prior to Award	5	53. Cooperation with Third Parties	11
19. Timeframe for Offers	5	54. Warranties	11
20. Debriefings	5	55. Legal Compliance	12
21. Contract Publicity	5	56. Indemnification	12
<u>TERMS & CONDITIONS</u>		57. Indemnification Relating to Infringement	13
22. Contract Creation/Execution	6	58. Limitation of Liability	13
23. Contract Term – Extension	6	59. Dispute Resolution Procedures	13
24. Official Use Only/No Personal Use	6	<i>To the extent the scope of the Solicitation or Contract includes the sale, development, maintenance, or use of information technology Products such as software, computer components, systems, or networks for the processing, and distribution, or storage, or storage of data, the following clauses shall govern, as applicable.</i>	
25. Participation in Centralized Contracts	6	60. Software License Grant	14
26. Modification of Contract Terms	6	61. Product Acceptance	15
27. Scope Changes	6	62. Audit of Licensed Product Usage	16
28. Estimated/Specific Quantity Contracts	6	63. No Hardstop or Passive License Monitoring	16
29. Emergency Contracts	6	64. Ownership/Title to Project Deliverables	16
30. Purchase Orders	7	65. Proof of License	17
31. Product Delivery	7	66. Changes to Product or Service Offerings	17
32. Weekend and Holiday Deliveries	7		
33. Shipping/Receipt of Product	7		

GENERAL SPECIFICATIONS**APPENDIX B****GENERAL**

1. **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.

2. **DEFINITIONS** Terms used herein shall have the following meanings:

a. **AUTHORIZED USER** Authorized User shall have the meaning set forth in State Finance Law Section 163(1)(k) and includes, but is not limited to, New York State Agencies, political subdivisions, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations.

b. **BID** A response to the Solicitation submitted by a Bidder to provide Products.

c. **BIDDER** Any person or entity who submits a response to the Solicitation. At the time that a Bidder executes a Contract with the State, the Bidder shall become a "Contractor." See also "Contractor."

d. **BID SPECIFICATIONS** A written description drafted by OGS or an Authorized User setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a Product, 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 this Appendix B is incorporated in negotiated Contracts that have not been competitively solicited, the term "Bid Specifications" shall be deemed to refer to the terms and conditions set forth in the negotiated Contract and associated documentation.

e. **COMMISSIONER** The Commissioner of OGS or his or her designee, or, in the case of Bid Specifications issued by an Authorized User, the head of such Authorized User or his or her authorized representative.

f. **CONTRACT** The writings that contain the agreement of the Commissioner and the 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:

1. **Agency Specific Contracts** Contracts where the written description for a Product or a particular scope of work is described and defined to meet the needs of one or more Authorized Users.
2. **Centralized Contracts** Single- or multiple-award Contracts where the written description for a Product or general scope of work is described and defined by OGS 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 Contractors without further competition or Mini-Bid unless otherwise required by the Contract.

3. **Back-Drop Contracts** Multiple-award Centralized Contracts where OGS provides a written description 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 Solicitation. Selection of a Contractor from among Back-Drop contract holders for an actual Product, project or particular scope of work may be subsequently made as set forth in the Contract.

4. **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 group of states that is adopted and extended for use by OGS in accordance with the requirements of the State Finance Law.

5. **Contract Award Letter** A letter to the successful Bidder 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 the Contractor should not take any action with respect to actual Contract deliveries except on the basis of Purchase Orders sent from Authorized Users.

g. **CONTRACT AWARD NOTIFICATION** An announcement to Authorized Users that a Contract has been established.

h. **CONTRACTOR** Any successful Bidder to whom a Contract has been awarded by the Commissioner.

i. **DOCUMENTATION** The complete set of manuals (e.g., user, installation, instruction or diagnostic manuals) in either hard or electronic copy, that are necessary to enable an Authorized User to properly test, install, operate and enjoy full use of the Product.

j. **ENTERPRISE** The total business operations in the United States of an Authorized User without regard to geographic location where such operations are performed or the entity actually performing such operations on behalf of the Authorized User.

k. **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.

l. **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.

m. **GROUP** A classification of a Product that is designated by OGS.

n. **INVITATION FOR BIDS (IFB)** A type of Solicitation that is most typically used for procurements where requirements can be stated and award will be made based on lowest price to the responsive and responsible Bidder or Bidders.

GENERAL SPECIFICATIONS**APPENDIX B**

o. LICENSED SOFTWARE Software transferred upon the terms and conditions set forth in the Contract. "Licensed Software" includes Error Corrections, upgrades, or enhancements, and any deliverables due under a technical support/maintenance or service contract (e.g., Patches, programs, code or data conversion, or custom programming).

p. LICENSEE An Authorized User who acquires 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 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.

q. 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.

r. LICENSOR A Contractor who transfers rights in proprietary Product to Authorized Users in accordance with the rights and obligations specified in the Contract.

s. MINI-BID A document used by an Authorized User containing transaction-specific requirements soliciting responses from Contractors previously qualified under a Centralized Contract for such Products.

t. OGS The New York State Office of General Services.

u. PATCH Software designed to update, fix, or improve the Product or its supporting data. This includes fixing security vulnerabilities and other bugs, including hot fixes, to improve usability or performance.

v. PRODUCTS Items or deliverables under any Solicitation or Contract and may include commodities, services and/or technology.

w. PURCHASE ORDER The Authorized User's fiscal form or format that is used when making a purchase (e.g., formal written Purchase Order, Purchasing Card, electronic Purchase Order, or other authorized instrument).

x. REQUEST FOR PROPOSALS (RFP) A type of Solicitation that is used for procurements where factors in addition to cost are considered and weighted in awarding the contract and where the award will be made based on "best value," as defined by the State Finance Law, to one or more responsive and responsible Bidders.

y. REQUEST FOR QUOTATION (RFQ) A procurement method that can be used in situations such as discretionary, sole source, single source, or emergency purchases and certain Centralized Contracts.

z. 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.

aa. RESPONSIVE BIDDER A Bidder meeting the specifications or requirements prescribed in the Solicitation, as determined by the OGS Commissioner.

bb. 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.

cc. SITE The location (street address) where Product will be delivered or executed.

dd. SOLE SOURCE A procurement where only one Bidder is capable of supplying the required Product.

ee. SOLICITATION Writings by the State setting forth the scope, terms, conditions and technical specifications for a procurement of Product. The procurement may be undertaken on a competitive or non-competitive basis. Such writings typically include, but are not limited to: Invitation for Bids (IFB), Request for Quotations (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions that are incorporated by reference, including but not limited to Appendix A (Standard Clauses for NYS Contracts), Appendix B (General Specifications), and identified attachments. Where the procurement is undertaken on a non-competitive basis, the term "Solicitation" shall be deemed to refer to all the terms and conditions identified by the State.

ff. 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.

gg. STATE State of New York.

hh. STATE 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.

ii. SUBCONTRACTOR Any individual or 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.

jj. 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.

kk. THIRD-PARTY SOFTWARE Any software that is developed independently of Contractor and which may be governed by a separate license.

ll. 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. Virus shall also include any malware, adware, or other computer code, whether or not written or conceived by Contractor, that allows data or metrics to be copied, redirected, or modified without the express consent of the Authorized User.

GENERAL SPECIFICATIONS**APPENDIX B****BID SUBMISSION**

3. **INTERNATIONAL BIDDING** All Bids, including 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 Bids submitted which do not meet the above criteria will be rejected.

4. **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.

5. **LATE BIDS** Bids must be received at the location designated in the Solicitation at or before the date and time established in the Solicitation for the Bid opening or receipt of Bids.

Any Bid received at the designated location after the established time will be considered a Late Bid. A Late Bid may be rejected and disqualified from award. Notwithstanding the foregoing, a Late Bid may be accepted in the Commissioner's sole discretion where (i) no timely Bids meeting the requirements of the Solicitation are received, (ii) in the case of a multiple award, an insufficient number of timely Bids are received to satisfy the multiple award, or (iii) the Bidder has demonstrated to the satisfaction of the Commissioner that the Late Bid was caused solely by factors outside the control of the Bidder. However, in no event shall the Commissioner be under any obligation to accept a Late Bid.

The basis for any determination to accept a Late Bid shall be documented in the procurement record.

6. **CONFIDENTIAL/TRADE SECRET MATERIALS**

a. **BIDDER/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/Contractor. 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/Contractor. 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. The Commissioner's or Authorized User's receipt/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/Contractor 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 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 without the written consent of the Commissioner or Authorized User. 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 Law or other applicable New York State laws and regulations. This warranty shall survive termination of this Contract. Contractor further agrees to take commercially reasonable steps to inform its agents, Subcontractors, officers, distributors, resellers or employees of the obligations arising under this clause to ensure such confidentiality.

7. **PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS** If any portion of work being solicited is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

a. **PREVAILING WAGE RATE APPLICABLE TO BIDS** A copy of the applicable prevailing wage rate schedule is incorporated into the Solicitation and may also be obtained by visiting www.labor.ny.gov and typing in the search box: Prevailing Wage Schedule Request. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (e.g., 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 rates 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.

b. **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 for its employees as required by law and is responsible for ensuring any Subcontractors utilized on the Contract also comply with the prevailing wage provisions of the New York State Labor Law.

c. **ARTICLE 8 CONSTRUCTION/PUBLIC WORKS CONTRACTS** 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 the 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 Contracts must submit monthly payroll transcripts to the Authorized User issuing the Purchase Order for the work. This provision does not apply to Article 9 of the Labor Law building services contracts.

iv. **Day's Labor** No laborers, workmen or mechanics in the employ of the Contractor, Subcontractor or other person doing or

GENERAL SPECIFICATIONS**APPENDIX B**

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 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.

d. ARTICLE 9 BUILDING SERVICES CONTRACTS In compliance with Article 9, Section 230 of the New York State Labor Law:

i. 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. Where the Contractor or Subcontractor maintains no regular place of business in New York State, such records must be kept at the work Site while work is being performed.

ii. Overtime Employees of Contractors and Subcontractors who work in excess of eight hours in a day or forty hours in a week shall be paid at the overtime rate identified by the New York State Department of Labor.

8. TAXES

a. Unless otherwise specified in the Solicitation, 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. 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.

9. EXPENSES PRIOR TO CONTRACT EXECUTION The Commissioner and any Authorized Users are not liable for any costs incurred by a Bidder or Contractor in the preparation and production of a Bid, Mini-Bid, cost proposal revision, or for any work performed prior to Contract execution.

10. PRODUCT REFERENCES

a. "Or Equal" In all Solicitations or 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 Solicitation or Bid Specifications and the written description of the Products that cannot be reconciled, then the written description shall prevail.

11. REMANUFACTURED, RECYCLED, RECYCLABLE, OR RECOVERED MATERIALS Upon the conditions specified in the Solicitation 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 Solicitation. Contractors are further encouraged to offer remanufactured Products to the maximum extent practicable without jeopardizing the performance or intended end use of the Product unless such use is precluded due to health, welfare, safety requirements, or by the Solicitation. Where such use is not practical, suitable, or permitted by the Solicitation, 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.

12. PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS Bids offering Products that are manufactured or produced in public institutions will be rejected.

13. PRICING

a. Unit Pricing If required by the Solicitation, 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 Solicitation. 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 Solicitation, prices shall be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination indicated in the Solicitation or Purchase Order.

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

GENERAL SPECIFICATIONS**APPENDIX B**

“Consent & Acknowledgment Agreement” in a form acceptable to the Commissioner.

f. Specific price decreases:

(i) **GSA Changes:** Where net pricing under the Contract is based on an approved GSA schedule, price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after the date the approved GSA schedule pricing decreases during the Contract term; or

(ii) **Commercial Price List Reductions:** Where net pricing under the Contract is based on a discount from Contractor’s list prices, price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after the date Contractor lowers its pricing on its commercial price lists 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 pricing 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 net pricing 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 Solicitation, Contractor may offer lower prices or better terms (see Modification of Contract Terms) on any specific Purchase Order from any Authorized User without being in conflict with, or having any obligation to comply on a global basis with, the terms of this clause.

g. Cost Proposal Revisions A Contractor may be solicited prior to Contract award to propose the best possible offer for the Product being bid on, in accordance with State Finance Law Section 163(9)(c). A cost proposal revision must be a lower price than the initial price.

14. SITE INSPECTION Where a Site inspection is required, Bidder shall be required to inspect the Site, including environmental or other conditions, for pre-existing deficiencies that may affect the installed Product or that 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 that 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 provide the required Product.

15. PURCHASING CARD The State’s Purchasing Card program is designed to be an efficient and cost effective way to expedite purchases. The Purchasing Card (also referred to as the Procurement Card) is a credit card that enables Authorized Users to make authorized purchases directly from a Contractor without processing formal Purchase Orders. Purchasing Cards are issued to selected employees who are authorized to make purchases for the Authorized

User. Cardholders can make purchases directly from any Contractor that accepts the Purchasing Card.

BID EVALUATION

16. BID EVALUATION The Commissioner reserves the right to accept or reject any and all Bids, or separable portions of Bids, and waive technicalities, irregularities, and omissions if the Commissioner determines the best interests of the State will be served. The Commissioner, in his or her sole discretion, may accept or reject illegible, incomplete or vague Bids, and the Commissioner’s 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 Bid.

17. TIE BIDS In the event two Bids are found to be substantially equivalent, price shall be the basis for determining the award recipient. 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. 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.

18. 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 Solicitation. In the event such right is exercised, the lowest responsible Bidder meeting the Solicitation requirements 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.

19. TIMEFRAME FOR OFFERS The Commissioner reserves the right to make awards within 60 days after the date of the Bid opening or such other period of time as set forth in the Solicitation. The Bids must remain firm until a Contract is awarded, but if a Contract is not awarded within 60 days or other time period set forth in the Solicitation, the Bidder may withdraw its Bid any time thereafter by delivering to the Commissioner written notice of the withdrawal of its Bid.

20. DEBRIEFINGS Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Bidder may request a debriefing regarding the reasons that the Bid submitted by the Bidder was not selected for award. Requests for a debriefing must be made within 15 calendar days of notification by OGS that the Bid submitted by the Bidder was not selected for award. Requests should be submitted in writing to a designated contact identified in the Solicitation.

21. CONTRACT PUBLICITY Any Contractor press or media releases, advertisements, or promotional literature, regardless of the medium, referring to an awarded Contract must be reviewed and approved by the Commissioner prior to issuance. In addition, Contractor shall not use, for any purpose, the New York State of Opportunity registered trademark or the New York State coat of arms without prior written approval from the State.

TERMS & CONDITIONS

22. 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 Solicitation, a Contract shall be deemed executed and created with the successful Bidders 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.

23. CONTRACT TERM - EXTENSION In addition to any stated extension periods in the Contract, any Contract or portion thereof awarded by the Commissioner may be extended by mutual agreement of the Commissioner and the Contractor for an additional period of up to one year. Such extension for up to an additional one-year period may be exercised on a month-to-month basis or in other stated periods of time.

24. OFFICIAL USE ONLY/NO PERSONAL USE The Contract is only for official use by Authorized Users. Use of the Contract for personal or private purposes is strictly prohibited.

25. PARTICIPATION IN CENTRALIZED CONTRACTS

a. State Agencies All State Agencies may utilize and purchase under any Centralized Contract let by the Commissioner, unless the Solicitation limits purchases to specific State Agencies.

b. Non-State Agency Authorized Users Authorized Users other than State Agencies are permitted to make purchases through Centralized Contracts where permitted by law, the Contract or the Commissioner.

c. Voluntary Extension Purchase Orders issued against a Centralized Contract by any Authorized User not provided for in the Contract 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.

d. Responsibility for Performance Participation in 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 hold the State, its officers, agents and employees harmless from any liability that may be or is imposed by the non-State Agency Authorized User's or Contractor's 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 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.

26. MODIFICATION OF CONTRACT TERMS The terms and conditions set forth in the Contract shall govern all transactions by Authorized Users 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 any Authorized User 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 and Commissioner by the Contractor at the time of such offer.

Other than where such terms are more advantageous for the Authorized User 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 an Authorized User 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.

27. SCOPE CHANGES The Commissioner reserves the right to require, by written order, changes to the scope of the Contract, provided that such changes do not materially alter the general scope of the Contract. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under the Contract, whether or not changed by the order, the Commissioner shall, upon notice from Contractor as hereafter stated, make an equitable adjustment in the Contract price, the delivery schedule or both and shall modify the Contract. The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Commissioner decides that the facts justify it, the Commissioner may provide an adjustment without receipt of a notice from Contractor. In the event of a dispute between the Contractor and the Commissioner, such dispute shall be resolved in accordance with the OGS Dispute Resolution Procedures; provided, however, that nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

28. ESTIMATED/SPECIFIC QUANTITY CONTRACTS

Estimated quantity contracts, also referred to as indefinite delivery/indefinite 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 is implied or given.

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.

29. EMERGENCY CONTRACTS In the event that a disaster emergency is declared by Executive Order under Section 28 of Article

GENERAL SPECIFICATIONS**APPENDIX B**

2-B of the Executive Law, or the Commissioner determines pursuant to his or 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, as the Commissioner in his or her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim for lost profits for Product procured from other sources pursuant to this clause. The reasons underlying the finding that an emergency exists shall be included in the procurement record.

30. 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 (i) in the case of formal written Purchase Orders, when placed in the mail prior to the termination of the Contract and addressed to the Contractor at the address for receipt of orders set forth in the Contract or in the Contract Award Notification or (ii) in the case of electronic Purchase Orders or Purchasing Card purchases, when electronically transmitted to the Contractor prior to the termination of the Contract.

All Purchase Orders issued pursuant to a Contract let by the Commissioner must be identified with 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 Contractor'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 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.

31. 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. Delivery shall be made within 30 calendar days after receipt of a Purchase Order by the Contractor, unless otherwise agreed to by the Authorized User and 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 a 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. If compliance with the delivery time schedule is a material term of the Contract, failure to meet such delivery time schedule may be grounds for cancellation of the order or, in the Commissioner's discretion, the Contract.

32. WEEKEND AND HOLIDAY DELIVERIES Unless otherwise specified in the Contract 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.

33. SHIPPING/RECEIPT OF PRODUCT

a. Packaging 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 Contract, 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 the locations and/or personnel specified by the Authorized User in the Purchase Order. Any losses or delays resulting from the Contractor's failure to deliver Product to the specified locations or personnel shall be borne exclusively by the Contractor.

34. TITLE AND RISK OF LOSS FOR PRODUCTS OTHER THAN TECHNOLOGY PRODUCTS Notwithstanding the form of shipment, title or other property interest, risk of loss for Products other than technology Products 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 Contract 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 Contract may be rejected or accepted on an adjusted price basis, as determined by the Commissioner. Title, risk of loss, and acceptance for technology Products shall be governed by the Product Acceptance clause.

GENERAL SPECIFICATIONS**APPENDIX B**

35. PRODUCT SUBSTITUTION In the event a specified 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 termination of Contract.

36. 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.

37. 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 Product or render it 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 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.

38. REPAIRED OR REPLACED PRODUCTS, PARTS, OR 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 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 manufacturers' 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.

39. EMPLOYEES, SUBCONTRACTORS AND AGENTS All employees, Subcontractors, or agents of the Contractor 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 Contract or the Purchase Order, and must comply with all security and administrative requirements of the Authorized User that are communicated to the Contractor. The Commissioner and the Authorized

User reserve 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 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 or the Purchase Order. The Commissioner and the Authorized User reserve the right to reject and/or bar from any facility for cause any employee, Subcontractor, or agent of the Contractor.

40. ASSIGNMENT In accordance with Section 138 of the State Finance Law, 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); provided, however, any consent shall not be unreasonably withheld, conditioned, delayed or denied. The Commissioner may waive the requirement that such consent be obtained in advance where the Contractor verifies that the assignment, transfer, conveyance, sublease, or other disposition is due to, but not necessarily limited to, a reorganization, merger, or consolidation of the Contractor's business entity or enterprise.

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 assignments with the State Comptroller. Prior to a consent to assignment of a Contract, or portion thereof, becoming effective, the Contractor shall submit the request for assignment to the Commissioner and seek written agreement from the Commissioner which will be filed with the State Comptroller. Commissioner shall use reasonable efforts to promptly respond to any request by Contractor for an assignment, provided that Contractor supplies sufficient information about the party to whom the Contractor proposes to assign the Contract.

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.

41. SUBCONTRACTORS AND SUPPLIERS The Commissioner reserves the right to reject any proposed Subcontractor or supplier for bona fide business reasons, including, but not limited to: the company failed to solicit New York State certified minority- and women-owned business enterprises as required in prior OGS Contracts; the fact that such Subcontractor or supplier is on the New York State Department of Labor's list of companies with which New York State cannot do business; the Commissioner's determination that the company is not qualified or is not responsible; or the fact that the company has previously provided unsatisfactory work or services.

42. SUSPENSION OF WORK The Commissioner, in his or her sole discretion, reserves the right to suspend any or all activities under the 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 in State spending, declaration of emergency, contract compliance issues or other circumstances. Upon

GENERAL SPECIFICATIONS**APPENDIX B**

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.

43. TERMINATION

a. For Cause For a material breach that remains uncured for more than 30 calendar days or other longer period as specified by written notice to the Contractor, the Contract or Purchase Order may be terminated by the Commissioner or Authorized User respectively. Neither the State nor an Authorized User shall be liable for any of Contractor's costs arising from the failure to perform or the termination, including without limitation costs incurred after the date of termination. 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 This Contract may be terminated at any time by the Commissioner for convenience upon 60 calendar days or other longer period as specified by written notice, 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 fulfill any outstanding Purchase Orders.

c. For Violation of 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 his or her termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

d. For Violation of Section 5-a of the New York State Tax Law 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 Section 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 his or her termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

e. For Non-Responsibility The Bidder agrees that if it is found by the State that the Bidder's responses to the Vendor Responsibility Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner at the Contractor's expense where the Contractor is determined by the Commissioner to be non-responsible. In such event, the Commissioner may complete the contractual

requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

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.

f. Upon Conviction of Certain Crimes The Commissioner reserves the right to terminate the Contract in the event it is found that a member, partner, director or officer of Contractor is convicted of one or more of the following: Bribery Involving Public Servants and Related Offenses as defined in Article 200 of the New York State Penal Law; Corrupting the Government as defined in Article 496 of the New York State Penal Law; or Defrauding the Government as defined in Section 195.20 of the New York State Penal Law.

44. SAVINGS/FORCE MAJEURE A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled and is not due to the negligence or willful misconduct of the affected party. Force majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, terrorism, 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 where non-performance, by exercise of reasonable diligence, cannot be prevented.

The affected party shall provide the other party with written notice of any force majeure occurrence as soon as the delay is known and provide the other party with a written contingency plan to address the force majeure occurrence, including, but not limited to, specificity on quantities of materials, tooling, people, and other resources that will need to be redirected to another facility and the process of redirecting them. Furthermore, the affected party shall use its commercially reasonable efforts to resume proper performance within an appropriate period of time. Notwithstanding the foregoing, if the force majeure condition continues beyond 30 days, the parties to the Contract shall jointly decide on an appropriate course of action that will permit fulfillment of the parties' objectives under the Contract.

The Contractor agrees that in the event of a delay or failure of performance by the Contractor under the Contract due to a force majeure occurrence:

- a. The Commissioner may 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
- b. The Contractor will provide Authorized Users with access to Products first in order to fulfill orders placed before the force majeure event occurred. The Commissioner agrees that Authorized Users shall accept allocated performance or deliveries during the occurrence of the force majeure event.

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.

GENERAL SPECIFICATIONS**APPENDIX B**

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 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 or 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 to the Contractor. In the event of a dispute between the Contractor and the Commissioner, such dispute shall be resolved in accordance with the OGS Dispute Resolution Procedures; provided, however, that nothing in this clause shall excuse the Contractor from performing in accordance with the Contract as changed.

45. CONTRACT INVOICING

a. Invoicing 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.

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 a commercially reasonable manner as requested by the Commissioner. 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 HelpDesk@sfs.ny.gov, or by telephone at (518) 457-7737 or toll free (877) 737-4185. 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.

46. DEFAULT – AUTHORIZED USER

a. Breach by Authorized User 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 30 calendar days of such delivery and acceptance, the Contractor may, upon five business days advance written notice to both the Commissioner and the Authorized User's purchasing official, suspend additional provision of Products 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 business days prior to declaring a breach of 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. Insufficient basis If the Contractor's basis for declaring a breach is insufficient, the Contractor's declaration of breach and failure to provide Products to an Authorized User may constitute a breach of the Contract, and the Authorized User may thereafter seek any remedy available at law or equity.

47. PROMPT PAYMENTS

a. By State Agencies Upon acceptance of Product or as otherwise provided by Contract, Contractor may invoice for payment. The required payment date shall be 30 calendar days, excluding legal holidays, from the receipt of a proper invoice, as determined in accordance with State Finance Law Section 179-f(2) and 2 NYCRR Part 18. The payment of interest on certain payments due and owed by the State Agency may be made in accordance with State Finance Law Sections 179-d et seq. and the implementing regulations (2 NYCRR § 18.1 et seq.).

b. By Non-State Agencies Upon acceptance of Product or as otherwise provided by Contract, Contractor may invoice for payment. The required payment date shall be 30 calendar days, excluding legal holidays, or as mandated by the appropriate governing law from the receipt of a proper invoice. The terms of Article 11-A of the State Finance Law apply only to procurements by and the consequent payment obligations of State Agencies. Neither expressly nor by any implication is the statute applicable to non-State agency 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.

48. REMEDIES FOR BREACH Unless otherwise specified by the Authorized User in a Mini-Bid or Purchase Order, in the event that Contractor fails to observe or perform any term or condition of the Contract and such failure remains uncorrected after 15 calendar days following written notice by the Commissioner or an Authorized User,

GENERAL SPECIFICATIONS**APPENDIX B**

the Commissioner or an Authorized User may exercise all rights and remedies available at law or in equity. Notwithstanding the foregoing, if such failure is of a nature that it cannot be cured completely within 15 calendar days and Contractor shall have commenced its cure of such failure within such period and shall thereafter diligently prosecute all steps necessary to cure such failure, such 15-day period may, in the sole discretion of the Commissioner or the Authorized User, be extended for a reasonable period in no event to exceed 60 calendar days. It is understood and agreed that the rights and remedies available to the Commissioner and Authorized Users in the event of breach shall include but not be limited to the following:

a. Cover/Substitute Performance In the event of Contractor's material, uncured breach, the Commissioner or Authorized User may, with or without issuing a formal Solicitation: (i) purchase from other sources; or (ii) if the Commissioner or Authorized User is unsuccessful after making reasonable attempts, under the circumstances then-existing, to timely obtain acceptable replacement Product of equal or comparable quality, the Commissioner or Authorized User may acquire acceptable replacement Product of lesser or greater quality. Such purchases may be deducted from the Contract quantity without penalty or liability to the State.

b. Withhold Payment In any case where a reasonable question of material, uncured non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Authorized User.

c. Bankruptcy In the event that the Contractor files, or there is filed against Contractor, 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 their right to set-off against monies due the debtor or, under the doctrine of recoupment, be credited 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 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, 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 obtain replacement Product temporarily and the cost of the replacement Product shall be deducted from the Contract quantity without penalty or liability to the State.

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, damages, etc., that arise from the administration of the Contract.

49. ASSIGNMENT OF CLAIM Contractor hereby assigns to the State any and all claims for overcharges associated with this Contract that 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.

50. 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 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 Safety Data Sheet must be provided to and approved by the Authorized User.

51. INDEPENDENT CONTRACTOR It is understood and agreed that the legal status of the Contractor, its Subcontractors, 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.

52. SECURITY Contractor warrants, covenants and represents that, in the performance of the Contract, Contractor, its agents, Subcontractors, officers, distributors, resellers and employees will comply fully with all security procedures of the Authorized User set forth in the Contract or Purchase Order or otherwise communicated in advance to the Contractor including but not limited to physical, facility, documentary and cyber security rules, procedures and protocols.

53. 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 or performance of Product.

54. WARRANTIES

a. Product Performance Contractor hereby warrants and represents that the Products acquired by the Authorized User under this Contract conform to the manufacturer's specifications, performance standards and Documentation and that the Documentation fully describes the proper procedure for using the Products.

b. Title and Ownership Contractor warrants and represents that it has (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver specified license rights to any Products acquired by Authorized User under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor shall indemnify Authorized Users and hold Authorized Users harmless from any damages and liabilities (including reasonable attorneys' fees and costs) arising from any breach of Contractor's warranties as set forth herein.

c. Product Warranty Contractor further warrants and represents that Products, components or parts specified and furnished by or through Contractor, whether specified and furnished individually or as a system, shall be substantially free from defects in material and workmanship and will conform to all requirements of the Contract for the manufacturer's standard commercial warranty period, if applicable, or for a minimum of one year from the date of acceptance, whichever is longer (the "Product warranty period").

During the Product warranty period, defects in the materials or workmanship of Products, components, or parts specified and furnished by or through Contractor, whether specified and furnished

GENERAL SPECIFICATIONS**APPENDIX B**

individually or as a system, shall be repaired or replaced by Contractor at no cost or expense to the Authorized User. Contractor shall extend the Product warranty period for individual Products, or for the system as a whole, as applicable, by the cumulative periods of time, after notification, during which an individual Product, or the system as a whole, requires repairs or replacement resulting in down time or is in the possession of the Contractor, its agents, officers, Subcontractors, distributors, resellers or employees (“extended warranty”).

Any component or part replaced by the Contractor under the Contract warranties shall be guaranteed for the greater of: (i) the Product warranty period set forth herein; or (ii) the manufacturer’s standard commercial warranty period offered for the component or part, if applicable.

All costs for materials, labor, and transportation incurred to repair or replace Products, parts, components, or systems as a whole 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.

Where Contractor, the Third-Party Software vendor, or other third-party manufacturer markets any Product 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 Product warranty and extended warranty periods. Where such standard commercial warranty covers all or some of the Product warranty or extended warranty periods, Contractor shall be responsible for the coordination during the Product warranty or extended warranty periods with Third-Party Software vendor or other third-party manufacturers for warranty repair or replacement of Third-Party Software vendor or other third-party manufacturer’s Product.

Where Contractor, Third-Party Software vendor, or other third-party manufacturer markets any Product with a standard commercial warranty that goes beyond the Product warranty or extended warranty periods, Contractor shall notify the Authorized User and pass through the standard commercial warranty to Authorized User at no additional charge; provided, however, that Contractor shall not be responsible for coordinating services under the standard commercial warranty after expiration of the Product warranty and extended warranty periods.

Unless recycled, recyclable, or recovered materials are available in accordance with the Remanufactured, Recycled, Recyclable, 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. Contractor further warrants and represents that no component or part has been substituted or applied contrary to the manufacturer’s recommendations and standard practice.

Contractor shall not be responsible for any modification of the Products made by an Authorized User without Contractor’s approval.

d. Virus Warranty The Contractor represents and warrants that any Product acquired under the Contract by the Authorized User does not contain any known Viruses. Contractor is not responsible for Viruses introduced at an Authorized User’s Site.

e. Date/Time Warranty Contractor warrants that Product 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 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.

f. Workmanship Warranty Contractor warrants that the services acquired under this Contract will be provided in a professional and workmanlike manner in accordance with the applicable industry standards, if any. The Authorized User must notify Contractor of any services warranty deficiencies within 90 calendar days from performance of the services that gave rise to the warranty claim.

g. Survival of Warranties All warranties contained in this Contract shall survive the termination of this Contract.

h. Prompt Notice of Breach The Authorized User shall promptly notify the Contractor and the Commissioner in writing of any claim of breach of any warranty provided herein.

i. Additional Warranties Where Contractor, Product manufacturer or service provider generally offers additional or more advantageous warranties than those set forth herein, Contractor shall offer or pass through any such warranties to Authorized Users.

j. No Limitation of Rights The rights and remedies of the State and the Authorized Users provided in this clause are in addition to and do not limit any rights afforded to the State and the Authorized Users by any other clause of the Contract.

55. LEGAL COMPLIANCE Contractor represents and warrants that it shall secure all notices and comply with all applicable 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 extensions thereof, Contractor must establish to the satisfaction of the Commissioner that it meets or exceeds all requirements of the Solicitation 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 terminate 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.

56. INDEMNIFICATION Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully defend, indemnify and hold the Authorized Users harmless from suits, actions, proceedings, claims, losses, damages, and costs (including reasonable attorney fees) 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, which shall arise from or result directly or indirectly from this Contract, without limitation;

GENERAL SPECIFICATIONS**APPENDIX B**

provided, however, that the Contractor shall not be obligated to indemnify an Authorized User for any claim, loss or damage arising hereunder to the extent caused by the negligent act, failure to act, gross negligence or willful misconduct of the Authorized User.

The Authorized User shall give Contractor: (i) prompt written notice of any action, claim or threat of suit, or other suit for which Contractor is required to fully indemnify an Authorized User, (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, claim or suit at the expense of Contractor. Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, if it determines there is an issue involving a significant public interest.

In the event that an action or proceeding at law or in equity is commenced against the Authorized User arising out of a claim for death, personal injury or damage to real or personal tangible property caused by any intentional or willful act, gross negligence, or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from the Products supplied under this Contract, and Contractor is of the opinion that the allegations in such action or proceeding 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 New York State 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 and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event protect the interests of the Authorized User and attempt to secure a continuance to permit the State and the Authorized User to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the State and Authorized User may have. In the event of a dispute regarding the defense, the Contractor and the Attorney General shall try to reach an amicable resolution, but the Attorney General shall have the final determination on such matters.

57. INDEMNIFICATION RELATING TO INFRINGEMENT

The Contractor shall also defend, indemnify and hold the Authorized Users harmless from all suits, actions, proceedings, claims, losses, damages, and costs of every name and description (including reasonable attorney fees), relating to a claim of infringement of a patent, copyright, trademark, trade secret or other proprietary right provided such claim arises solely out of the Products as supplied by the Contractor, and not out of any modification to the Products made by the Authorized User or by someone other than Contractor at the direction of the Authorized User without Contractor's approval; provided, however, that the Contractor shall not be obligated to indemnify an Authorized User for any claim, loss or damage arising hereunder to the extent caused by the negligent act, failure to act, gross negligence or willful misconduct of the Authorized User.

The Authorized User shall give Contractor: (i) prompt written notice of any action, claim or threat of suit alleging infringement, (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, claim or suit at the expense of Contractor. Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, if it determines there is an issue involving a significant public interest.

If usage of a Product 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 such Product or parts thereof, as applicable, with non-infringing 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 that the Authorized User is given a refund for any amounts paid for the period during which usage was not feasible.

In the event that an action or proceeding at law or in equity is commenced against the Authorized User arising out of a claim that the Authorized User's use of the Product under the Contract infringes any patent, copyright, trademark, trade secret or proprietary right, and Contractor is of the opinion that the allegations in such action or proceeding 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 New York State 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 and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event protect the interests of the Authorized User and attempt to secure a continuance to permit the State and the Authorized User to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the State and Authorized User may have. In the event of a dispute regarding the defense, the Contractor and the Attorney General shall try to reach an amicable resolution, but the Attorney General shall have the final determination on such matters. This constitutes the Authorized User's sole and exclusive remedy for infringement of a patent, copyright, trademark, trade secret, or other proprietary right.

58. LIMITATION OF LIABILITY Except as otherwise set forth in the Indemnification clause and the Indemnification Relating to Infringement clause, 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 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 forming the basis of the Authorized User's claim or (ii) five hundred thousand dollars (\$500,000), 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.

59. DISPUTE RESOLUTION PROCEDURES

It is the policy of OGS to provide interested parties, as defined in the OGS Dispute Resolution Procedures, with an opportunity to

GENERAL SPECIFICATIONS**APPENDIX B**

administratively resolve disputes, complaints or inquiries related to Solicitations, contract awards and contract administration. OGS encourages interested parties to seek resolution of disputes through consultation with OGS staff. All such matters shall be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of the OGS Dispute Resolution Procedures may be obtained by contacting the designated contact for the Solicitation, the Contract manager, or at the OGS website. OGS reserves the right to change the procedures set forth in the Dispute Resolution Procedures without seeking a Contract amendment.

To the extent the scope of the Solicitation or Contract includes the sale, development, maintenance, or use of information technology Products such as software, computer components, systems, or networks for the processing, and distribution, or storage, or storage of data, the following clauses shall govern, as applicable.

60. 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 (e.g., payroll size, number of employees, CPU, MIPS, MSU, concurrent user, workstation, virtual partition). Licensee shall have the right to use those modifications or customizations of the Product that have been purchased by Licensee and to distribute such modifications or customizations for use by any Authorized Users otherwise licensed to use the Product, provided that any modifications or customizations, 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.

Licensee and Contractor may agree to alternative licensing rights (e.g., subscription, term, virtual) for specific Products used by the Contractor in performing the services, provided such agreement is reached prior to Bid, Mini-Bid, RFQ, or Contract award, as applicable. Such licensing rights will be specified in an applicable Purchase Order or other document approved by Licensee and Contractor.

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. Product Documentation Contractor shall provide Product Documentation electronically to Licensee at no charge. If Product Documentation is made available to customers in hard copy, Contractor shall provide at no charge one hard copy.

Contractor hereby grants to Licensee a non-exclusive, fully paid-up, royalty-free perpetual license in the Product Documentation to make, reproduce, and distribute, either electronically or otherwise, copies of the Product Documentation as necessary to enjoy full use of the Product in accordance with the Contract.

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. Contractor shall fully disclose all terms and conditions of maintenance available to Licensee, including the extent to which updates, upgrades, revisions, and new releases are included in maintenance. Maintenance terms and any renewals thereof are independent of the expiration of the Centralized Contract term and shall not automatically renew.

Unless otherwise provided by written agreement between the Contractor and Licensee, maintenance offered shall include, at a minimum, (i) the provision of Error Corrections, updates, enhancements, revisions, Patches, and upgrades to Licensee, and (ii) help desk assistance at no additional cost, either by toll-free telephone

GENERAL SPECIFICATIONS**APPENDIX B**

or on-line functionality. Contractor shall maintain the Product so as to provide Licensee with the ability to utilize the Product in accordance with the Product Documentation without significant functional downtime to its ongoing business operations during the maintenance term.

Licensee 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 Licensee 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 that would have been due under the Contract for the period of time that such maintenance had lapsed, at then current NYS net maintenance rates. Contractor shall submit written notification to Licensees of the upcoming maintenance end date no later than 60 calendar days prior to such maintenance end date.

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 within Agencies, between Agencies, and pursuant to governmental restructuring or reorganization ("permitted license transfers"). Licensees do not have to obtain the approval of Contractor for permitted license transfers, but must give 30 days prior written notice to Contractor of such moves 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 Third Parties Third parties 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: (i) Licensee gives notice to Contractor of such third party, Site of intended use of the Product, and means of access; and (ii) such third 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 (iii) such third party maintains 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.

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; (ii) reproducing a reasonable number of copies of the Product and related Documentation for cold site storage; (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. The phrase "cold site storage" means a restorable back-up copy of the Product not to be installed until the need for disaster recovery arises. The phrase "disaster recovery" means 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. Contractor shall fully disclose all archival back-up and disaster recovery options available to Licensee (e.g., cold, warm, and hot back-up), including all terms and conditions, additional charges, or use authorizations associated with such options.

h. Confidentiality Restrictions If any portion of the Product or Product Documentation contains confidential, proprietary, or trade secret information, the Contractor shall identify such information in writing to the Licensee. The terms of Licensee's use and disclosure of such information shall be governed by a written agreement between the Contractor and the Licensee, which, in the case of Licensees that are State or local governmental entities, recognizes that they are subject to the New York Freedom of Information Law.

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; or (iii) export the Licensed Software in violation of the Export Administration Regulations (EAR) or the International Traffic in Arms Regulations (ITAR).

61. PRODUCT ACCEPTANCE Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, an Authorized User shall have 30 days from the date of delivery to accept hardware Products and 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. Title or other property interest and risk of loss shall not pass from Contractor to the Authorized User until the Products have been accepted. 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 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 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 to be specified by Authorized User. Where using its own data or tests, Authorized User must have the tests or data available upon delivery. This demonstration will take the form of a documented installation test, capable of observation by the Authorized User, which shall be made part of the Contractor's standard documentation and shall be covered by the Product warranty. 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 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.

GENERAL SPECIFICATIONS**APPENDIX B**

Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, 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 30 days to correct the deficiency, and the Authorized User shall have an additional 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. When Product is not accepted, it must be removed by the Contractor from the premises of the Authorized User within ten calendar days of notification of non-acceptance by the Authorized User. Rejected items not removed by the Contractor within the ten calendar day period 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 costs incurred in storage or effecting removal or disposition after the ten calendar day period.

62. 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. Contractor may conduct such audits remotely or on Site. If conducted remotely and if Contractor makes a license management program available, the Licensee agrees to install such program and use it within a reasonable period of time, provided such program meets Licensee's security or other requirements. If conducted on Site: (i) Contractor shall give Licensee at least 30 days advance written notice, (ii) such audit shall be conducted during Licensee's normal business hours, (iii) the audit shall be conducted by an independent auditor chosen on mutual agreement of the parties. Contractor shall recommend a minimum of three auditing/accounting firms from which the Licensee will select one; and (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. 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 net pricing in effect under the Contract 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.

In the event of an on-Site audit, the Software Alliance, Software Publishers Association (SPA), Software and Industry Information Association (SIIA) or Federation Against Software Theft (FAST) may not be used directly or indirectly to conduct such audit, nor may such entities be recommended by Contractor.

63. NO HARDSTOP OR PASSIVE LICENSE MONITORING

Unless otherwise expressly agreed to by the Licensee, the Product and all upgrades shall 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). Any Contractor access to the Product agreed to by Licensee as provided above shall be in accordance with Licensee's security or other requirements. Contractor agrees that in the event of a breach of this provision that Licensee shall not have an adequate remedy at law, including monetary damages, and that Licensee 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 Licensee shall be entitled.

64. OWNERSHIP/TITLE TO PROJECT DELIVERABLES

This clause shall apply where Contractor is commissioned by the Authorized User to furnish project deliverables as detailed in the Purchase Order.

a. Definitions

(i) For purposes of this clause, "Products" means deliverables 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 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).

(ii) For purposes of this clause, "Existing Products" means 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 clause, "Custom Products" means Products, preliminary, final, or otherwise, that are created or developed by Contractor, its Subcontractors, partners, employees, or agents for Authorized User under the Contract.

b. Title to Project Deliverables Unless otherwise specified in writing in the Purchase Order, the Authorized User shall have ownership and license rights as follows:

(i) Existing Products:

1. **Hardware** - Title and ownership of Existing hardware Products shall pass to Authorized User upon acceptance.
2. **Software** - Title and ownership to Existing software Products delivered by Contractor under the Contract that is normally commercially distributed on a license basis by the Contractor or other Third-Party Software vendor ("Existing Licensed Product"), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or the Third-Party Software vendor. Effective upon acceptance, such Product shall be licensed to Authorized User in accordance with the Contractor or Third-Party Software vendor's standard license

GENERAL SPECIFICATIONS**APPENDIX B**

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 purposes stated in the Solicitation 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 Licensee where the Authorized User is a State Agency, department, board, commission, office or institution. Where these rights are not otherwise covered by the Third-Party Software vendor'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 clause.

(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 Products, 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 purposes 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 purchases 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 Products, 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 clause.

e. Contractor's Obligation with Regard to Third-Party Software Where Contractor furnishes Existing Licensed Products as a project deliverable, and sufficient rights necessary to effect the purposes of this section are not otherwise provided in the Contractor or the Third-Party Software vendor's standard license agreement, Contractor shall be responsible for obtaining from the Third-Party Software proprietary owner/developer the rights set forth herein to the benefit of the Authorized User at Contractor's sole cost and expense.

65. 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; (ii) a written confirmation from the proprietary owner accepting Product invoice as proof of license; or (iii) other similar proof of license. All proofs of license must be in a form acceptable to the Licensee.

66. 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 longer going to be offered, Contractor shall be required to: (i) notify the Commissioner and each Licensee 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 similarly situated, supported customer, or (b) not less than 12 months from the date of notice; and (iii) at Licensee's option, and in order to enable Licensee to continue the use and maintenance of the Product, provide Licensee with a Product replacement or migration path with at least equivalent functionality at no additional charge, provided that Licensee is under contract for maintenance on the date of notice and Contractor is offering such replacement or migration path to all of its similarly situated, supported customers without additional charge.

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 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

GENERAL SPECIFICATIONS**APPENDIX B**

be required to: (i) notify the Commissioner and each Licensee 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 similarly situated, supported customer, or (b) not less than 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.

INDEX

	<u>Clause</u>		<u>Clause</u>
<u>A</u>		<u>P</u>	
Assignment	40	Participation in Centralized Contracts	25
Assignment of Claim	49	Prevailing Wage Rates - Public Works and Building Services Contracts	7
Audit of Licensed Product Usage	62	Pricing	13
<u>B</u>		Product Acceptance	61
Bid Evaluation	16	Product Delivery	31
Bid Opening	4	Product References	10
<u>C</u>		Product Substitution	35
Changes to Product or Service Offerings	66	Products Manufactured in Public Institutions	12
Confidential/Trade Secret Materials	6	Prompt Payments	47
Contract Invoicing	45	Proof of License	65
Contract Creation/Execution	22	Purchase Orders	30
Contract Publicity	21	Purchasing Card	15
Contract Term - Extension	23	<u>Q</u>	
Cooperation with Third Parties	53	Quantity Changes Prior to Award	18
<u>D</u>		<u>R</u>	
Debriefings	20	Rejected Product	36
Default - Authorized User	46	Remanufactured, Recycled, Recyclable, or Recovered Materials	11
Definitions	2	Remedies for Breach	48
Dispute Resolution Procedures	59	Repaired or Replaced Products, Parts, or Components	38
<u>E</u>		<u>S</u>	
Emergency Contracts	29	Savings/Force Majeure	44
Employees, Subcontractors and Agents	39	Scope Changes	27
Estimated/Specific Quantity Contracts	28	Security	52
Ethics Compliance	1	Site Inspection	14
Expenses Prior to Contract Execution	9	Shipping/Receipt of Product	33
<u>I</u>		Software License Grant	60
Indemnification	56	Subcontractors and Suppliers	41
Indemnification Relating to Infringement	57	Suspension of Work	42
Independent Contractor	51	<u>T</u>	
Installation	37	Taxes	8
International Bidding	3	Termination	43
<u>L</u>		Tie Bids	17
Late Bids	5	Timeframe for Offers	19
Legal Compliance	55	Title and Risk of Loss for Products Other than Technology Products	34
Limitation of Liability	58	Toxic Substances	50
<u>M</u>		<u>W</u>	
Modification of Contract Terms	26	Warranties	54
<u>N</u>		Weekend and Holiday Deliveries	32
No Hardstop or Passive License Monitoring	63		
<u>O</u>			
Official Use Only/No Personal Use	24		
Ownership/Title to Project Deliverables	64		

APPENDIX C

CONTRACT MODIFICATION PROCEDURE

The following guidelines are subject to change at the discretion of OGS.

- (1) **TYPES OF CONTRACT MODIFICATIONS:** In order to expedite processing of a Contract modification, where proposed changes involve more than one category below, each change should be submitted to OGS as a separate request.

- a) **UPDATES:** “Updates” are changes that do not require a change to the established Centralized Contract terms and conditions. Updates may include: Adding new products or services within the established, previously approved pricing structure and category; lowering pricing of products or services already on Contract, deleting products or services available through the Centralized Contract, re-bundled products/new manufacturer/contract number, and other updates not listed above that are deemed to be in the best interest of the State and do not result in a change to the established Centralized Contract terms and conditions. Updates must be submitted to OGS for review and must be accompanied by a justification of reasonableness of price. OGS will notify Contractor in writing if approved. Awarded Bidders are required to honor their posted Contract pricing at all times and may not charge greater than Contract price at any time during the contract term. Contractors must adhere to the previously approved Contract pricing until Price List Update approval is provided by OGS.

NOTE: Only Updates will be allowed for HIRE Award #23173.

- b) **AMENDMENTS:** “Amendments” are changes that are not specifically covered by the terms and conditions of the Centralized Contract, but inclusion is found to be in the best interest of the State. Requests for product changes and other requests that would require changes to the terms and conditions of the Centralized Contract would fall into the Amendments category. Contractor must provide a written justification of reasonableness of the price levels offered in the applicable Program Agreement and a statement explaining why it is in the best interest of the State to approve the requested amendment. Amendments typically require negotiation between OGS and the Contractor. OGS will work directly with the Contractor to obtain the required documentation for each requested amendment and notify Contractor in writing if approved.

NOTE: Amendments will not be allowed for HIRE Award #23173.

- (2) **CONTRACTOR’S SUBMISSION OF CONTRACT MODIFICATIONS:** In connection with any Contract modification, OGS reserves the right to:

- Request additional information
- Reject Contract Modifications/Updates
- Remove Products from Contract Modification/Update requests
- Request additional discounts for new or existing Products

- (3) **PRICE LEVEL JUSTIFICATION – FORMAT:** Contractor is required to submit the Product and price level information for the update in an Excel spreadsheet format electronically via e-mail (and in hard copy if requested by OGS) to the OGS Contract Administrator. The list must be dated. The Product and price level information should include and identify, by use of Attachment 11 - Price List Update Template, the following:

- Current Approved Price List
- Price level increases
- Price level decreases
- Products being added
- Products being deleted
- New Complete Price List

To expedite processing of a price list update, please follow these instructions:

- Request a copy of the HIRE Price List Update Template, via email, from the OGS Contract Administrator at: psghire@ogs.ny.gov.

-
- Complete the appropriate tabs for current price list, product additions, deletions, pricing increases, and decreases, and new complete updated price list.
 - Complete the Contract Modification/Price List Update Form (below).
 - Provide a cover letter on company letterhead, signed and dated, detailing the revisions you are requesting to make to your HIRE price list, and why the revisions are necessary.
 - Provide all necessary supporting pricing justification for the revisions you are requesting (i.e. manufacturer's price list, etc.).
 - Review and verify your information for completeness and accuracy.
 - Send your completed Price List Update Template, Contract Modification/Price List Update Form, Cover Letter and supporting documentation electronically to: psghire@ogs.ny.gov.
- (4) **SUPPORTING DOCUMENTATION:** Each modification request must include the current contract pricing discount relevant to the Products included in the update.
- (5) **SUBMITTAL OF MODIFICATION/PRICE LIST UPDATE REQUESTS:** A Contract Modification/Price List Update request must be accompanied by a completed Contract Modification/Price List Update Form. Contractor should briefly describe the nature and purpose of the update (e.g., update requested to reflect revised manufacturer pricing and/or a recently approved GSA schedule (for same products). The Contract Modification Form must contain original signatures by an individual authorized to sign on behalf of Contractor and must be notarized.
- a) Contractors may update their OGS price list to include price increases and decreases, Product additions and deletions, and/or Product item number or description changes. New Products will be considered for inclusion provided they are within the Contract scope, are within the same DHS AEL Category(s) originally awarded to the Contractor and offered to the State under the same terms and conditions as per the Contract, and at discounts/pricing deemed to be reasonable and in the best interest of the State. The discount offered on new Products requested to be added to the Contractor's price list shall be no lower than the minimum established discount under the main DHS AEL Category in which the new Product corresponds.
 - b) New Manufacturer Product lines may be offered within a Price Update by a Contractor provided they are within Contract scope and within the DHS AEL Category(s) originally awarded to the Contractor. Products and/or product lines that fall within a DHS AEL Category(s) not originally awarded to a Bidder/Contractor will not be accepted. Category(s) not originally awarded to a Bidder/Contractor may not be added post award.

CONTRACT MODIFICATION/PRICE LIST UPDATE FORM**INSTRUCTIONS:**

1. This form is to be used for all Contract modifications. The form is to be completed in full, signed and submitted to OGS for final approval. Any submission that is not complete and signed will be rejected.
2. Contractor is required to submit the Product and price level information for the update electronically, via e-mail, within Attachment 11 – Price List Update Template, to the OGS Contract Administrator for this Contract.
3. Price level increase requests must be submitted in accordance with the Centralized Contract.
4. If more than one type of modification is being requested, each type should be submitted as a separate request.

The Contract modification request must be accompanied by the relevant current contract pricing discount information.

CONTRACT MODIFICATION/PRICE LIST UPDATE FORM	
OGS CONTRACT NO.: _____ CONTRACT DESCRIPTION: Hazardous Incident Response Equipment (HIRE)	DATE OF SUBMISSION: _____
CONTRACT PERIOD: From: _____ To: _____	CONTRACTOR CONTACT: NAME: _____ PHONE 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).	

COMPLETE STATEMENTS 1 THROUGH 5 BELOW - ALL BOXES MUST BE COMPLETE:

1. This request is for an: <input type="checkbox"/> Update <input type="checkbox"/> Other (i.e. Revised Item #'s/Descriptions, etc.)	2. The intent of this submittal is to request: <input type="checkbox"/> Addition of new products or services <input type="checkbox"/> Deletion of products or services <input type="checkbox"/> Pricing Increases <input type="checkbox"/> Pricing Decreases
3. All discounts are based upon: <input type="checkbox"/> GSA <input type="checkbox"/> Most Favored Nation* <input type="checkbox"/> Other (i.e. discount % off list only, equal to other Gov't entity contract, etc.) *Prices offered are the lowest offered to any similarly situated entity.	4. Attached documentation includes: <input type="checkbox"/> Current approved GSA or Other Supporting Pricing (labeled "For information only") <input type="checkbox"/> Current relevant Price List (labeled "For information only") <input type="checkbox"/> Revised HIRE Price List Update Template <input type="checkbox"/> Other: Detail any additional documentation provided

5. Briefly describe the nature and purpose of the modification.

The following CORPORATE ACKNOWLEDGEMENT statement must be signed by an individual authorized to sign on behalf of Contractor for the modification/update being requested in this Contract Modification document. The authorizing authority's signature must be notarized.

Signature of Authorized Contractor Representative

CORPORATE ACKNOWLEDGMENT

STATE OF }: _____ **ss.:**
COUNTY OF }: _____

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/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

OGS APPROVAL:

Approved _____ Approved as amended _____ *Disapproved _____

Name: _____

Title: _____ Date _____

*OGS has disapproved the modification/update request for the following reason(s):

How to Use the Hazardous Incident Response Equipment (HIRE) Contract Award #23173

The purpose of the Hazardous Incident Response Equipment (HIRE) contract is to provide Authorized Users with a means of acquiring various types of Hazardous Incident Response Equipment (HIRE) consistent with the **Department of Homeland Security Authorized Equipment List (DHS AEL)**.

The Statewide, multiple award contracts are with manufacturers and/or authorized distributors and are based on the terms and conditions contained within the Contract Award Notification document. Contracts have been awarded for equipment that will qualify for Homeland Security Grant Funding (SHSP) and Law Enforcement Terrorism Prevention Program (LETPP) funding.

NYS Department of Homeland Security and Emergency Services (DHSES) grant guidance requires that any equipment purchased with Federal Homeland Security grant funds must meet any applicable standard listed on the DHS AEL. The Base Contract document contains links to various standards adopted by the US Department of Homeland Security's Science and Technology Directorate, which apply to Personal Protective Equipment for First Responders and Radiation and Nuclear Detection Equipment. *Additional information can be found on the NYS DHSES website: <http://www.dhSES.ny.gov/>. The Department of Homeland Security Authorized Equipment List (DHS AEL) can be found at <https://www.fema.gov/authorized-equipment-list>.*

NOTE: Equipment is available on the HIRE contracts that may be used for emergency response related activities but does not qualify for grant funding.

All Authorized Users of NYS OGS contracts may purchase from the HIRE contracts. Any HIRE contract may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State and the Contractor. Political subdivisions and other authorized entities within each participating state or governmental jurisdiction may also participate in any Contract if such state normally allows participation by such entities. See Section 6.37 - Extension of Use of the Base Contract. Requests for extension of use must be sent via e-mail to: OGS.sm.PSGHIRE_Renewals@ogs.ny.gov. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions. Authorized Users (NYS) must be given priority with regard to Product availability and delivery. Additional States permitted by OGS to use the HIRE contracts may add their own terms and conditions although they may not conflict with OGS'. Additional States may not charge any fees to the Contractor(s). OGS' terms and conditions, including this Section, may not be modified in any way by another State's terms and conditions.

Authorized Users should be aware of the following:

- The basis for selection among multiple contracts at the time of purchase shall be the most economical alternative that meets their form, function, and utility, unless there are overriding practical issues, and should be in the best interests of the State. Consideration should also be given to price, overhead associated with storage and inventory of the goods, and the Authorized Users internal policies and procedures.
- Construction costs to prepare for installation, and installation services are not covered in this award. Authorized Users may purchase Products requiring installation from any Contract; however, any installation shall be procured separately following the Authorized User's regular procurement procedures and considering any Public Works requirements. For questions about whether a proposed installation constitutes public work, Contractors should contact their local New York State Department of Labor's Bureau of Public Work district office.

- The HIRE contracts are not limited to authorized equipment only. If using Federal Homeland Security Grant funds or Law Enforcement Terrorism Prevention Federal Grant funds end-users should ensure equipment they wish to purchase under these contracts is authorized. **End-users must notify the vendor at time of ordering by including the proper information on the Purchase Order that these funds or grant monies are being used. This requirement enables vendors to meet Federal grant tracking requirements.**
- Authorized Users making purchases of Personal Protective Equipment (PPE) (Category 1) and Detection Equipment (Category 7) should contact the contractor and/or manufacturer to confirm that the equipment they intend to purchase meets the standards of the US Department of Homeland Security's Science and Technology Directorate. Section 3 – *Standards and Guidelines* of the Base Contract provides links to the standards for Personal Protective Equipment for First Responders and Radiation and Nuclear Detection Equipment.
- If you are purchasing a costly item or a large volume of a specific piece of equipment, and know the manufacturer of the product, please access the manufacturer line spreadsheet. The sheet lists contractors and their included manufacturers. It is strongly recommended that Authorized Users obtain and compare pricing from as many vendors as possible.
- The HIRE website contains a Category Matrix which lists each contractor and the category of product they offer on contract. Each contractor has a price list posted on the HIRE website, which includes the category number for each product they have on contract. It is recommended that you contact the vendor(s) offering the type of equipment you wish to purchase should you have questions, as well as to inquire about lower pricing. HIRE contractors may offer lower than contract pricing but cannot charge more than the current posted price on their price list.
- Choose the most cost-effective option meeting your needs, document your choice for the procurement record, and proceed with the purchase.
- Price shall include all customs, duties and charges and be net, F.O.B. destination any point Statewide (NY). Upon mutual agreement between New York State and the Contractor, delivery locations may be expanded per Section 6.36 - Non-State Agencies Participation in Centralized Contracts, and Section 6.37 - Extension of Use of the Base Contract. Deliveries made outside of New York State are at the discretion of the Contractor. Additional fees for shipping may be charged for deliveries to other participating states per the Extension of Use Section. Additional shipping charges will be actual shipping charges, F.O.B destination, pre-paid and added only.
- NOTE: The State of New York and its political subdivisions are exempt from New York State and local sales taxes and federal excise taxes.
- In case of an emergency please follow your agency's emergency procurement procedures.

Frequently Asked Questions (FAQ's)

1. How do I know if I'm an Authorized User of NYS OGS contracts, including the HIRE contracts?

Answer: If you are a NYS entity, please contact NYS OGS Procurement Services Customer Services at: 518-474-6717, or via email at: customer.services@ogs.ny.gov.

Answer: If you are not a NYS entity (other state) and would like to purchase from the HIRE contracts you may do so using the Extension of Use clause-See Section 6.37 - Extension of Use of the Base Contract. Requests for extension of use must be sent via e-mail to: OGS.sm.PSGHIRE_Renewals@ogs.ny.gov.

2. If I am a NYS Agency, and I'm making a purchase from the HIRE Award, am I required to obtain three (3) quotes?

Answer: No. See The NYS Procurement Guidelines "Procurement Basics" for rules on Agency purchasing: <https://ogs.ny.gov/system/files/documents/2018/08/psnys-procurement-guidelines.pdf>

3. What if more than one HIRE contractor has the item(s) I need, but they are listed at different prices?

Answer: Although not an Agency requirement, it is strongly recommended that all Authorized Users seek quotes from more than one participating HIRE contractor to obtain the best possible pricing when the same item is offered by more than one contractor at different pricing.

4. How do I know if a product on a HIRE contract meets Federal Guidelines for use of grant funds?

Answer: See Section 3 - *Standards and Guidelines* of the Base Contract for links to sites pertaining to standards for Personal Protective Equipment for First Responders and Radiation and Nuclear Detection Equipment, and/or contact the contractor or manufacturer for specification sheets and additional information.

5. Where will I be able to find the Department of Homeland Security Authorized Equipment List (DHS AEL)?

Answer: The Department of Homeland Security Authorized Equipment List (DHS AEL) is available at <https://www.fema.gov/authorized-equipment-list>. For questions about the DHS AEL, please contact your Grant Programs Directorate (GPD) Program Analyst or the Centralized Scheduling Information Desk (CSID). You can reach the CSID by phone at (800) 368-6498 Monday - Friday, 8:00 a.m.–5:30 p.m. EST, or by email at askcsid@dhs.gov.

6. When are contractor price lists updated, and how long does it take?

Answer: HIRE Contract holders are allowed to update their price lists twice per year, beginning in September 2020. New items under a Contractors listed categories may be added and/or items may be removed. New manufacturers may be added, but the items added for the new manufacturer must fit within one of the categories originally awarded to the Contractor; new categories may not be added post-award. Prices may also be increased or decreased, and item numbers/descriptions may be revised. Price list update approval times may vary. No general timeframe for review and approval is given.

7. If I don't see certain contractor or manufacturer listed, is it possible for an Authorized User to request that OGS add a new contractor or new manufacturer product line to the HIRE Contract?

Answer: New contractors are not allowed to be added during the contract term. In addition, Contractors may not add new categories to their price list. Contractors are permitted to add new manufacturers during a price list update, as long as the items offered fit within a category originally awarded to the Contractor.

8. If an item is not listed on a Contractors OGS price list, can it be purchased from this Award?

Answer: No. Only items listed on a Contractor's posted OGS price list may be purchased under this Award. Authorized User's that wish to purchase a non-contract item along with a contract item, may do so on the same Purchase Order, but MUST clearly note which items are Contract items, and which items are not. Contractors may, though are not required to, extend the same discounts, if they choose, to non-contract orders.

9. Can Contractors charge any additional fees such as tariff charges or "government-mandated" charges and/or fees?

Answer: No. Prices shall include all customs, duties, and charges and be net, F.O.B. destination any point within New York State (statewide) as designated by the ordering agency, including dock delivery and tailgate of load, which means bringing the truck to the loading dock or loading area and bringing the load to the tailgate of the truck for agency personnel to remove the load without entering the truck.

10. What information MUST be included on the Contractor's invoice for payment to be made through the Statewide Financial System (SFS)??

Answer: Invoicing and payment shall be made in accordance with the terms set forth in Appendix B - *Contract Invoicing*.

The Contractor is required to provide the Authorized User with one invoice for each Purchase Order at the time of delivery. The invoice must include detailed line Product information to allow Authorized Users to verify that pricing at

point of receipt matches the Contract price on the original date of order. At a minimum, the following fields must be included on each invoice; additional information may be required:

- Contractor Name
- Contractor Billing Address
- Contractor Vendor ID Number
- Contractor Contact Information
- Unique Invoice Number
- Bill To Name (Ordering Entity Name)
- Purchase Order Number
- Payment Term
- Quantity
- Description
- Unit of Measure (each, case, etc.)
- Rate (unit price)
- Total (payment amount requested)

Cost centers or branch offices for an Authorized User may require separate invoicing as specified by each Authorized User. The Contractor's billing system shall be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users. Visit the following link for further guidance for vendors on invoicing: <https://bsc.ogs.ny.gov/nys-vendors>.

11. Are Contractors permitted to advertise the products they provide on the HIRE Contract?

Answer: Contractors are encouraged to market their approved products listed on their HIRE Contract, but they must comply with the *Contract Publicity* clause on page 5 of Appendix B of the Base Contract.

All press or media releases, advertisements, or promotional literature that an awarded Contractor wishes to advertise about the products they provide on contract, must be reviewed and approved by OGS. Contractors are strictly prohibited from using any former or present OGS logo and the trademarked New York State Brand (Seal/Coat of Arms) for any purpose. Requests must be sent via e-mail to: OGS.sm.PSGHIRE_Renewals@ogs.ny.gov.

12. Who do I contact if I have questions regarding the HIRE contract?

Answer: Please contact the HIRE Contract Administrator using the current contact information located at <http://ogs.ny.gov/purchase/spg/awards/3823223173CAN.HTM> or via email at: OGS.sm.PSGHIRE_Renewals@ogs.ny.gov.

End of Document










CATEGORY MATRIX
GROUP 38232 - HAZARDOUS INCIDENT RESPONSE EQUIPMENT (HIRE) (Statewide)
Award #23173

Category	1. Personal Protective Equipment (PPE) 2. Explosive Device Mitigation & Remediation Equipment 3. CBRNE Operational & Search and Rescue Equipment (Unmanned Aerial/Drones Excluded) 4. Information Technology Equipment Only (Example: Simulators such as Portable Meteorological Devices) 5. Cyber Security Enhancement Equipment (Entire Category Excluded) 6. Interoperable Communications Equipment (Limited to Satellite Phones/Communication & Accessories) 7. Detection Equipment 8. Decontamination Equipment 9. Medical Equipment (Pharmaceuticals Excluded) 10. Power Equipment 11. CBRNE Reference Materials (Database Excluded) 12. CBRNE Incident Response Vehicles (Limited to all-Terrain Robot Trailers, Water Storage, Storage Trailers, Foam Trailers, Accessories Only) 13. Terrorism Incident Prevention Equipment (Entire Category Excluded) 14. Physical Security Enhancement Equipment (Limited to Blast Resistant Receipts/Signs, Jersey Walls/Barriers Only) 15. Inspection and Screening Systems 16. Animal and Plants (Equipment Only; Pharmaceuticals Excluded) 17. CBRNE Prevention & Response Warecrt (Limited to Fiberglass and their Parts and Accessories Only) 18. CBRNE * (Limit																		
	M/WBE Goals for this Category	10%	0%	0%	0%	Excluded	10%	0%	10%	10%	10%	0%	0%	Excluded	0%	0%	0%	0%	
SDVOB Goals for this Category	0%	0%	0%	0%	Excluded	0%	0%	0%	6%	6%	0%	0%	Excluded	6%	0%	0%	0%		
Contract No.	Contractor																		
PC69006	AAA Emergency Supply Co. Inc.	X		X		Excluded	X	X	X	X	X			X	Excluded				
PC69008	All Safe Industries, Inc.	X		X	X	Excluded		X	X	X					Excluded		X		
PC69010	Aramco, Inc.	X		X		Excluded	X	X	X	X	X			X	Excluded				
PC69011	Atlantic Diving Supply, Inc. dba ADS	X	X	X		Excluded			X	X	X				Excluded			X	
PC69013	Better Power, Inc.					Excluded					X				Excluded	X			
PC69015	CEIA USA LTD					Excluded		X							Excluded				
PC69016	Coastal Fire Systems, Inc.	X		X	X	Excluded		X	X	X	X				Excluded				
PC69017	Common Cents EMS Supply, LLC					Excluded					X				Excluded				
PC69018	DiVal Safety Equipment, Inc.	X		X	X	Excluded	X	X	X	X	X			X	Excluded		X	X	
PC69020	Federal Resources Supply Company	X	X	X	X	Excluded		X	X	X	X				Excluded		X		
PC69021	Galls, LLC	X				Excluded									Excluded				
PC69022	Hi Tech Fire and Safety, Inc.	X		X		Excluded		X	X						Excluded				
PC69023	Laerdal Medical Corporation	X				Excluded					X				Excluded				
PC69024	LAURUS Systems, Inc.					Excluded		X							Excluded		X		
PC69026	Municipal Emergency Services, Inc.	X		X		Excluded		X	X	X	X				Excluded				
PC69027	NDI Technology, Inc. dba NDI Recognition Systems			X		Excluded									Excluded				
PC69029	Rapiscan Systems, Inc.					Excluded		X							Excluded		X		
PC69030	Safeware, Inc.	X	X	X	X	Excluded		X	X	X	X	X		X	Excluded		X		
PC69031	SecureWatch24, LLC dba SW24	X			X	Excluded		X		X	X				Excluded	X			
PC69032	Selex ES, Inc.			X	X	Excluded									Excluded				
PC69033	Smiths Detection, Inc.		X			Excluded		X							Excluded		X		
PC69034	South Shore Fire and Safety Distributors, Inc.	X		X		Excluded		X	X						Excluded				
PC69035	SRT Supply, LLC	X		X		Excluded				X	X				Excluded				
PC69037	Strack, Inc. dba Strack Tactical Solutions	X	X	X	X	Excluded		X	X	X	X			X	Excluded	X			

CATEGORY MATRIX
GROUP 38232 - HAZARDOUS INCIDENT RESPONSE EQUIPMENT (HIRE) (Statewide)
Award #23173

Category	1. Personal Protective Equipment (PPE) 2. Explosive Device Mitigation & Remediation Equipment 3. CBRNE Operational & Search and Rescue Equipment (Unmanned Aircraft/Drones Excluded) 4. Information Technology Equipment Only (Example: Simulators such as Portable Meteorological Devices) 5. Cyber Security Enhancement Equipment (Ethics Category Excluded) 6. Interoperable Communications Equipment (Limited to Satellite Phones/Communication & Accessories) 7. Detection Equipment 8. Decontamination Equipment 9. Medical Equipment (Pharmaceuticals Excluded) 10. Power Equipment 11. CBRNE Reference Materials (Database Excluded) 12. CBRNE Incident Response Vehicles (Limited to All-Terrain Robot Trainers, Water Train Storage Trailers, Foam Trailers, Accessories Only) 13. Terrorism Incident Prevention Equipment (Entire Category Excluded) 14. Physical Security Enhancement Equipment (Limited to Blast Resistant Windows/Systems, Jersey Wall/Barriers Only) 15. Inspection and Screening Systems 16. Animal and Plants (Equipment Only; Pharmaceuticals Excluded) 17. CBRNE Prevention & Response Watercraft (Limited to Fiberglass and their Parts and Accessories Only) 18. CBRNE * (Limit																		
	M/WBE Goals for this Category	10%	0%	0%	0%	Excluded	10%	0%	10%	10%	10%	10%	0%	0%	Excluded	0%	0%	0%	0%
SDVOB Goals for this Category	0%	0%	0%	0%	Excluded	0%	0%	0%	6%	6%	0%	0%	0%	Excluded	6%	0%	0%	0%	
Contract No.	Contractor																		
PC69038	Strategic Safety Dynamics, LLC	X	X	X	X	Excluded		X	X	X	X			X	Excluded	X		X	X
PC69039	Tactical and Survival Specialties, Inc. dba TSSI	X		X		Excluded	X								Excluded				
PC69040	Tava Products, LLC	X	X	X		Excluded		X	X	X	X				Excluded	X			
PC69044	United Uniform Distribution, LLC	X	X	X		Excluded				X					Excluded				

State Contract Award Notices - Commodities

Hazardous Incident Response Equipment (HIRE) (Statewide)	
Award Document 	Contract Period: June 01, 2020 - May 31, 2025
	Group: 38232 Award: 23173 (Replaces 22872)
Contractor Information 	Use of Contracts: All State Agencies and Political Subdivisions
Manufacturers 	Contact Person: Bradford Deforge Telephone: 518-473-3876
Category Matrix 	Email Address: PsgHire@ogs.ny.gov
How to Use 	Contract Issued: June 01, 2020 Contract Updated: None
Appendix C 	
Base Contract 	Rae Systems Product Configurator 
	Scott Safety Product Configurator 
Customer Service	DHS Authorized Equipment List
<p>If you are new to these contracts, please review the link to "How To Use" first to understand how the contracts work.</p> <p>Description: The purpose of these Contracts is to provide Authorized Users with a means of acquiring various types of Hazardous Incident Response Equipment (HIRE) consistent with the Department of Homeland Security Authorized Equipment List (DHS AEL).</p> <p style="text-align: center;">Install Free Adobe Acrobat Reader for PDF Documents</p> <p>The above PDF files are available in text by calling Customer Services at (518) 474-6717.</p>	

**Hazardous Incident Response Equipment (HIRE)
Manufacturer Listing**

AAA Emergency Supply Co., Inc. (SB)
3M/Scott Safety
AAA Emergency Supply Co Inc.
Akron
Bauer
Bio Marine
Blowhard
Bullard
Cairns/MSA
Combat Support Products
Croydon Rubber Fire Boots
CY Plastics
Diamond/ Hero Wipes
Fire Hooks
FireCrafft Safety Products
FLIR
Globe/Cairns
Globe/MSA
GMI
Industrial Scientific
Iron Duck
Key Fire Hose
National Foam
OK 1 Manufacturing
Pelican Products
Performance Advantage Company
PGI Hoods
Red Head Brass
RIT Solutions
Saint Gobain
Stanfields
Streamlight
Supervac
Tech Trade
Tele-Lite Inc.
Ziamatic - Zico
All Safe Industries, Inc.
Accuform
AEMC
All Safe Industries
Blantex
Buckeye
BW (Honeywell)
Decon7
DMS
Dupont
Edwards and Cromwell
ERB
FSI
Georgia Steel
Greenwich Safety
Guardian Glove
Harris
HazSim

**Hazardous Incident Response Equipment (HIRE)
Manufacturer Listing**

Rae Systems (Honeywell)
Response Bio Medical
Ringers
RKI
Savox
SE International
Showa
Spilltech
Tingley
TSI
Ultra Tech
Underwater Kinetics
Zodi
AramSCO, Inc.
ACSI
ARAMSCO, INC.
BIOMED WASH
DuPONT
FALLTECH
FIBERLOCK TECHNOLOGIES
FSI NORTH AMERICA
GUARDIAN MFG, LLC
HEATER MEALS - LUXFER MAGTECH INC.
HONEYWELL SAFETY PRODUCTS
ILC DOVER
INDUTEX USA
KAPPLER, INC.
KOEHLER-BRIGHT STAR
LOSBERGER DeBOER
ML KISHIGO
MSA
PROENGIN, INC.
SAVOX COMMUNICATIONS
SMITH TRAILERS & EQUIP INC.
TINGLEY RUBBER
TOP SAFETY PRODUCTS
WACKER-NEUSON
Atlantic Diving Supply, Inc. dba ADS
American Technologies Network
Arc'teryx
Atlantic Diving Supply, Inc. dba ADS
Atlantic Signal, LLC
Blue Ridge Armor, LLC
Broco, Inc.
Cardiac Science
Custom Armor Group
Dupont Protection Technologies
Elbit Systems of America - Night Vision
Eye Safety Systems
First Spear, LLC
Genasys
Gerber
L3
London Bridge Trading Co. LTD

**Hazardous Incident Response Equipment (HIRE)
Manufacturer Listing**

Better Power, Inc. (WBE, SB)
Flex-Safe Portable Barricades
Generac Emergency Standby Generators
LEX Power Distribution Products
CEIA USA Ltd.
CEIA USA Ltd.
Coastal Fire Systems, Inc. (SB)
3M Scott
BlowHard Fan
CMC
Covert Armor
Dragon Fire
EagleAir
FAST Rescue Solutions
Firehooks Unlimited
Firehouse Systems, Inc
FLIR
Gemtor
Honeywell B&W
Hyganol
Mustang
Petzl
PGI
PVStop
Common Cents EMS Supply LLC
American Diagnostic Corp
B2 Products
Cardiac Science
Common Cents EMS Supply LLC
Disaster Managetment
Dynarex
Ferno
Halyard Health
Hartwell
Iron Duck
Laerdal
Meret USA
Nasco
North American Rescue
Pediatape
Physio Control / Stryker Corporation
R&B Fabrications
Simulaids
Statpacks
Z-Medica
DiVal Safety Equipment, Inc.
3M
ARIAT
AVENGER
BATES
Black Diamond

**Hazardous Incident Response Equipment (HIRE)
Manufacturer Listing**

Environics
FLORSHEIM
FSI
Gasco
GEORGIA BOOT
GFG Instrumentation
GMI
Grace Industries
Green Stuff
Industrial Scientific
IRON AGE
Kappler
KEEN
MAGNUM
MELLOW WALK
MERRELL
MICHELIN
Mine Safety Appliance (MSA)
MUCK
NAUTILUS
OHD
OLIVER
Pelican
RAE Systems
REEBOK
RKI
ROCKPORT
ROCKY
Saint Gobain
Scott Safety
Sensidyne
SKECHERS
TIMBERLAND
Zoll
Federal Resources Supply Company
3M
3M Scott Safety
Agilent Cobalt
Airboss
Aquila
Avon
Blauer
Blueforce
Broco
C3EL
CEIA
CompX
DetectaChem
EOD Technologies
Federal Resources Supply Company
First Line Technologies
FLIR Endeavor
FLIR Systems - Detection
Honeywell First Responder
Honeywell RAF

**Hazardous Incident Response Equipment (HIRE)
Manufacturer Listing**

SKB
SmartRay Vision
Tactical Electronics
TETAC
TRX
United Shield
VADEM
Galls, LLC
5.11 Tactical
Armor Express
Bates
Blauer
Coast
Earhugger
Elbeco
Fechheimer- Flying Cross and Vertx
First Tactical
Galls, LLC
Haix
Merelll
Propper
Revison Military
Tru-Spec
Under Armour
Vista Outdoor
Hi-Tech Fire & Safety, Inc. (WBE, SB)
3M-Scott Fire & Safety Thermal Imaging Cameras
3M-Teledyne Gas & Detection Flame Products
CMC Pro
Fire Sops FireWash & Decontamination Products
Gemtor Fire Rescue Products
Genesis Rescue Systems, Extrication Equipment
HAIX First Responder and Workwear Boots
Honeywell Particulat Resistant Hoods
Majestic Fire Hoods
UCS Fire Safety Training Pits
Laerdal Medical Corporation
Laerdal Medical Corporation
LAURUS Systems, Inc. (WBE)
2020 GeneSystems
Dtect Systems
FLIR Detection
HazChem
LAURUS Systems
Mirion
Morphix
Morphix
Radcomm
Radeco
Rapiscan
SE International
Spectrum Techniques

**Hazardous Incident Response Equipment (HIRE)
Manufacturer Listing**

Black Diamond
Blast Mask
Bullard
CMC
Coleman (Stearns)
Combat Medical
Combat Support
Damascus
Diamond Wipes
DragonFire
DuPont
Edward & Cromwell
Elbeco
Elkhart
Energizer
EO Tech
Fecheimer
Fire Craft
Fire Hooks
Fire Quip
Fire-Dex
First Tactical
Gauch Industries
Gemtor
General Dynamics (SIM)
Harrington
Hurst Jaws of Life w/ Edrol and strongarm
Hurst-Vetter
ISC Industrial Scientific
Johnson Controls (Ansul foam)
Johnson Controls (Chemguard & Williams Foam)
Junkin
Kappler
Kochek
Kokatat
Lacrosse
Lakeland Industries
Leatherhead
Majestic fire Appearel
Matex
MES Municipal Emergency Services
Mustang
National Foam
NRS
OHD
Pelican
Petzl
PGI
PIP
PMI
PointBlank
RAE/Honeywell
Rescue 42
Ringers
RIT Safety
Rocky Brand Boots

**Hazardous Incident Response Equipment (HIRE)
Manufacturer Listing**

Zephyr
Ziamatic
NDI Technologies, Inc dba NDI Recognition Systems
NDI Technologies, Inc dba NDI Recognition Systems
Rapiscan Systems, Inc.
Rapiscan Systems, Inc.
Safeware, Inc.
Adani Systems
Armadillo Merino
Atlenco TruSpec
Atlantic Signal
Avon Protection
Blauer MFG Co.
Blue Water Ropes
Camero Tech
CMC Rescue
DMS Protective Equipment
Dupont Personal Protection
Edwards & Cromwell Mfg.
FLIR Detection
Fox Fury
Gemtor
Gentex Corp.
Groves Inc/Ready Rack
H&H Medical Corp.
Icor Technologies
Indian Springs
Kappler
Lion Apparel
LRAD Corporation
MSA Industrial
Mustang Survival
NRS
Pelican
PIP
PMI, Pigeon Mountain Industries
RAE Systems
Rock-N-Rescue
Saint Gobain
Savox Communications
Stearns Mfg.
Streamlight
Tactical Electronics
Tactical Medical Solutions
Tingley Rubber
United Shield International
Western Shelter System
Yaffy
Yates Gear
Zumro
SecureWatch24, LLC dba SW24
American Signal Company

**Hazardous Incident Response Equipment (HIRE)
Manufacturer Listing**

OTT HydroMet Corporation
PatrolPC/Advanced Electronics Design, Inc.
Rescue Leaders, LLC
Southern Manufacturing/Earnest Products, Inc.
Wiley X
Selex ES, Inc.
Selex ES, Inc.
Smiths Detection, Inc.
Smiths Detection, Inc.
South Shore Fire and Safety Equipment Distributors, Inc. (SB)
Air Systems International
Akron Brass
AMKUS Rescue Systems
Bauer Compressors
Fire Hooks Unlimited
MSA Safety
National Foam
Scott Safety
Task Force Tips
SRT Supply, LLC
3M
ASP
ATLANCO/TRU SPEC
AVON
BLACKHAWK
FIRST SPEAR
FIRST TACTICAL
Gould and Goodrich
Haven Gear
HIGH SPEED GEAR
MECHANIX
MERRELL
MOBILIZE RESCUE
NIGHT STICK
STREAMLIGHT
UNDER ARMOR
VERTX
Strack, Inc. dba Strack Tactical Solutions
3M
3M/Ceradyne
3M/Peltor
3M/Scott
Agilite
Aimpoint
Armadillo Tacitcal
Armor Express
Astra Radio Communications
AT Armor
Atlantic Signal
Avon Protection
Brian's Protective Equipment

**Hazardous Incident Response Equipment (HIRE)
Manufacturer Listing**

MOHOC
Morphix
N-Vision
Night Angel
Otis Technology
OTTO
Paulson Manufacturing
Patrol Incident Gear
Petzl
Primary Arms
Princeton Tec
S&S Precision
Salomon
SecureIt Tactical
Shadow Elite
Shadow Strategic
Smith Elite
Strack, Inc. dba Strack Tactical Solutions
T3
Tac Wear
Tactical Electronics
Tactical Medical Solutions
TruckVault
Under Armor
United Shield
Vista Outdoor
Vortex
Z-Medica
Strategic Safety Dynamics, LLC (SB)
AFTS
Armor Upfitters
Avon Protection Systems Inc.
Black Diamond Group
Broco, Inc.
Desert Diamond Industries
Draeger, Inc
Fire Hooks unlimited
Fire Research Corp
Gemtor Inc
Johnson Controls (Tyco Fire Protection/Ansul/Chemguard/Williams)
Koehler-Bright Star LLC
Paratech
Rescue Products International
Ricochet
Vanguard Safety Wear
Veterans Mfg.
Western Shelter Systems

Tactical & Survival Specialties, Inc. dba TSSi
3M
Arc'Teryx
ASP
Atlenco
Atlantic Signal
Ratec

**Hazardous Incident Response Equipment (HIRE)
Manufacturer Listing**

Huish Outdoor (includes brands Atomic, Bare, Hollis, Oceanic & Stahlsac)
HWI Gear
Katadyn
Lowa
Massif
Mercury Tactical Gear
MOHOC
Ogura
Oregon Freeze Dried Foods
Otis Technology
Patagonia
Pelican Products
Princeton Tec
Pro Survival Kits
Radiation Shield Technologies
Revision Military
Shakespeare
Sherwood (includes brands Akona & Genesis)
Silynx Communications
SOG Knives
Steiner Optics
SureFire
TACOPS (TSSI's brand)
Team Wendy
Wilcox Industries
Tava Products, LLC
2XL
3M
3M ABRASIVE
3M COMPANY
3M ELECTRICAL
3M FALL PROTECTION
3M INDUSTRIAL
3M OH/ESD
ACCUFORM SIGNS
AIRMASTER
ALEMITE
ALLEGRO
ALLEGRO INDUSTRIES
ALTA
AMERICAN LOCK
AMPCO SAFETY TOOLS
AMREP
ANCHOR BRAND
ANSELL
ANSUL FIRE EXTINGUISHERS
AO SAFETY
AQUASOL CORPORATION
ARMOR ALL
ASSOCIATED EQUIPMENT
BAND-IT
Bausch & Lomb
BERRY PLASTICS PRODUCTS
BEST WELDS
RIG REAM

**Hazardous Incident Response Equipment (HIRE)
Manufacturer Listing**

BRIGHT AIR
BRIGHT STAR
BULLARD
BUNN
BW TECHNOLOGIES AMERICA
BW TECHNOLOGIES/HONEYWELL ANALYTICS
C.H. HANSON
CAIMAN
CAMPBELL
CARICA
CCL
CHAPIN
Chemtex
CHICOPEE
CHIX
CLC CUSTOM LEATHER CRAFT
CLOROX
CLOROX HEALTHCARE
CM COLUMBUS MCKINNON
COFFING HOISTS
COLEMAN / STEARNS
COMEAX CAPS
COMFORT CLOTHING AND GLOVES
COMFORT EYE PROTECTION
CONTOUR
Cortina
CREWS
CRL
CROWN
DAWN
DAWN PROFESSIONAL
DBI/SALA
DEWALT
DIAL
DIAL AMENITIES
DIAL PROFESSIONAL
DIVERSEY
DIXON TICONDEROGA
Draeger
DUPONT
DURACELL
DUTTON-LAINSON
DYKEM
DYMO/RHINO
DYMON
Dynarex
Eagle
EAGLE MFG
EAR
EASY PAKS
ENERGIZER BATTERY
ENERGIZER HOUSEHOLD
ERGODYNE
ERICSON
ESAB WELDING
FIREKA CHEMICAL

**Hazardous Incident Response Equipment (HIRE)
Manufacturer Listing**

GERSON
GOJO
GOLDBLATT
GOLDENROD
GREENLEE
GUARDIAN
GUARDIAN EQUIPMENT
HARLEY-DAVIDSON HAND PROTECTION
HARLEY-DAVIDSON SAFETY EYEWEAR
HON
Honda
HONEYWELL
HONEYWELL MILLER
HONEYWELL NORTH
HONEYWELL PANTHER
HONEYWELL SAFETY PRODUCTS USA
HONEYWELL UVEX
HOWARD LEIGHT BY HONEYWELL
HUNTSMAN
Husky
IDC PALADIN HONEYWELL
IDEAL INDUSTRIES
IGLOO
IMPACTO PROTECTIVE PRODUCTS
INGERSOLL-RAND
INTERTAPE POLYMER GROUP
INWELD
IRONCLAD
IRONCLAD PERFORMANCE WEAR
IRWIN
IRWIN STRAIT-LINE
ITW PROFESSIONAL BRANDS
J.E. SHAFFER
JACKSON SAFETY
JERGENS
JESSUP
JET
Jim-Buoy
JOBEX
JOE'S HAND CLEANER
JOHN TILLMAN & CO
JUSTRITE
KEEPER
KENNEDY
Kidde
KIMBERLY-CLARK CORPORATION
KIMBERLY-CLARK PROFESSIONAL
KIMTECH
KING'S BY HONEYWELL
KLEENEX
KLEIN TOOLS
LAPCO
LEWIS MANUFACTURING CO.
Liberty Glove
Lift-All
Lithonia

**Hazardous Incident Response Equipment (HIRE)
Manufacturer Listing**

Master
MASTER LOCK
MCR SAFETY /Memphis Glove
MEAN GREEN
MECHANIX WEAR
MEMPHIS GLOVE
MERCURY FLOOR MACHINES
MICROFLEX
MILWAUKEE ELECTRIC TOOLS
MINE SAFETY APPLIANCES CO
MINI-MULE
MIROFLEX
MISTY
ML KISHIGO
MSA
Nabco
NASHUA
NATIONAL BANNER
NEESE
New Pig
NICE PAK
NISSEN
NMC
NORCROSS SAFETY
NORTH SAFETY
NOTRAX
OCCUNOMIX
OLIVER BY HONEYWELL
OPTREL
OPTRONICS
PAC-KIT
PELICAN
PELTOR
PERFECT FIT
PIP
PRESCO
PROFESSIONAL LYSOL BRAND
PROTECTIVE INDUSTRIAL PRODUCTS
PROTECTIVE INDUSTRIAL PRODUCTS INC
PROTO
PROVON
PURDY
PURE BRIGHT
PURELL
RADIANS
RAYOVAC
RECKITT BENCKISER
RED DEVIL
RESINET
Respir-X
RIDGID
RIVER CITY
RL FLOMASTER
RUBBERMAID
RUBBERMAID COMMERCIAL
RUBBERMAID HOME PRODUCTS

**Hazardous Incident Response Equipment (HIRE)
Manufacturer Listing**

SHARPIE
SHOWA
SHURTAPE
SIMPLE GREEN
SLI LIGHTING
SMITH AND WESSON
SOLEMAT INC
SOONER WIPING RAGS
SOUTHERN CHAMPION TRAY
SOUTHERN GLOVE
SOUTHWIRE
SPC
SPHAG SORB
SPRAY NINE
SQWINCHER Count
STANCO
STANLEY
STI
STREAMLIGHT
Tasco
TAVA
Tele-Lite
TESA TAPES
The Cary Company
TPI CORP.
ULLMAN
UNISEA
USA PRODUCTS
VF Workwear
Viking
VIZCON
W.E. Chapps Inc.
WARP BROTHERS
WATERLOO
WD-40
WELDAS
WELLINGTON
WELLS LAMONT
WEST CHESTER
WET ONES
WILSON INDUSTRIES
WISS
WOODS WIRE
WYETH-SCOTT
WYPALL
WYPO
XCELITE
ZOLL
United Uniform Distribution, LLC
5.11 Tactical
Edwards Garment
Atlenco
Avon Protection
VH Blackinton
Camelbak

**Hazardous Incident Response Equipment (HIRE)
Manufacturer Listing**

Thorogood Boots
Under Armour
Wilcox
Blauer
Rocky Boots
Bates
Bianchi
Boston Leather
Cobmex
Danner Boots
Elbeco
Game Sportswear
High Speed Gear
Med Eng
Night Vision Devices
Paulson
Premier Emblem
Qualitee Imprints
Rothco
Sam Broome
Stratton Hats
Tactical Medical Solutions
Tingley Rubber
Vertex
Fechheimer/Flying Cross
Apollo Emblem
ASP
Blackhawk
Bounce Imaging
Condor Outdoor
Don Hume
EO Tech
Haix Boots
Innvotronics
Monadnock
Occunomix
Peerless Restraints
Propper
VF Workwear
Safariland
Smith & Warren
Streamlight
TCI - Tactical Communications
Uncle Mike's
Vortex

PC69032
Selex ES, Inc.
Effective June 1, 2020

QTR #/ CATEGORY NUMBER	Contractor Item Number	Item Description	Manufacturer Name	Manufacturer Item Number	Unit of Measure (ie. Each/Case)	List Price	HIRE Contract Discount %	HIRE Contract Price
Category 3	110183	ELSAG Plate Hunter MS-COVERT TOOL BOX	Selex ES Inc.	110183	Each	\$34,800.00	35%	\$22,620.00
Category 3	110186	SMALL COVERT SIGN TRAILER BOX	Selex ES Inc.	110186	Each	\$41,653.85	35%	\$27,075.00
Category 3	120016	ELSAG Plate Hunter F2-MINI	Selex ES Inc.	120016	Each	\$4,538.46	35%	\$2,950.00
Category 3	120047	ELSAG Plate Hunter F2-FCU Wireless	Selex ES Inc.	120047	Each	\$11,530.77	35%	\$7,495.00
Category 3	120050	ELSAG Plate Hunter F2-FCU	Selex ES Inc.	120050	Each	\$11,530.77	35%	\$7,495.00
Category 3	120058	ELSAG Plate Hunter F2-FCU International	Selex ES Inc.	120058	Each	\$13,130.77	35%	\$8,535.00
Category 3	120060	ELSAG Plate Hunter F2-MINI International	Selex ES Inc.	120060	Each	\$3,823.08	35%	\$2,485.00
Category 3	140002	ELSAG Plate Hunter MS-2	Selex ES Inc.	140002	Each	\$23,076.92	35%	\$15,000.00
Category 3	140003	ELSAG Plate Hunter MS-3	Selex ES Inc.	140003	Each	\$27,769.23	35%	\$18,050.00
Category 3	140011	ELSAG Plate Hunter M6-1	Selex ES Inc.	140011	Each	\$11,869.23	35%	\$7,715.00
Category 3	140012	ELSAG Plate Hunter M6-2	Selex ES Inc.	140012	Each	\$17,692.31	35%	\$11,500.00
Category 3	140013	ELSAG Plate Hunter M6-3	Selex ES Inc.	140013	Each	\$25,876.92	35%	\$16,820.00
Category 3	140014	ELSAG Plate Hunter M6-4	Selex ES Inc.	140014	Each	\$31,230.77	35%	\$20,300.00
Category 3	140031	ELSAG Plate Hunter™ M7 – 1 Camera	Selex ES Inc.	140031	Each	\$11,869.23	35%	\$7,715.00
Category 3	140032	ELSAG Plate Hunter™ M7 – 2 Camera	Selex ES Inc.	140032	Each	\$17,692.31	35%	\$11,500.00
Category 3	140033	ELSAG Plate Hunter™ M7 – 3 Camera	Selex ES Inc.	140033	Each	\$25,876.92	35%	\$16,820.00
Category 3	140034	ELSAG Plate Hunter™ M7 – 4 Camera	Selex ES Inc.	140034	Each	\$31,230.77	35%	\$20,300.00
Category 3	140100	ELSAG Plate Hunter BC	Selex ES Inc.	140100	Each	\$12,784.62	35%	\$8,310.00
Category 3	140202	ELSAG Plate Hunter LC-2	Selex ES Inc.	140202	Each	\$32,615.38	35%	\$21,200.00
Category 3	140203	ELSAG Plate Hunter LC-3	Selex ES Inc.	140203	Each	\$38,084.62	35%	\$24,755.00
Category 3	140332	Full Message BD Trailer W/ Covert LPR	Selex ES Inc.	140332	Each	\$79,000.00	35%	\$51,350.00
Category 3	140335	Full Message BD Trailer W/ 1 AD3FH	Selex ES Inc.	140335	Each	\$57,600.00	35%	\$37,440.00
Category 3	140336	Full Message BD Trailer W/ 2 AD3FH	Selex ES Inc.	140336	Each	\$57,600.00	35%	\$37,440.00
Category 3	140402	ELSAG Plate Hunter 2 Pick Up Tool Box	Selex ES Inc.	140402	Each	\$31,161.54	35%	\$20,255.00
Category 3	140452	MPH-900 Tahoe Grill Mount	Selex ES Inc.	140452	Each	\$20,707.69	35%	\$13,460.00
Category 3	140501	ELSAG Plate Hunter F2-1	Selex ES Inc.	140501	Each	\$11,530.77	35%	\$7,495.00
Category 3	140502	ELSAG Plate Hunter F2-2	Selex ES Inc.	140502	Each	\$11,530.77	35%	\$7,495.00
Category 3	140503	ELSAG Plate Hunter F2-3	Selex ES Inc.	140503	Each	\$11,530.77	35%	\$7,495.00
Category 3	140504	ELSAG Plate Hunter F2-4	Selex ES Inc.	140504	Each	\$11,530.77	35%	\$7,495.00
Category 3	140511	ELSAG Plate Hunter F3 - 1 Camera System	Selex ES Inc.	140511	Each	\$11,530.77	35%	\$7,495.00
Category 3	140512	ELSAG Plate Hunter F3 - 2 Camera System	Selex ES Inc.	140512	Each	\$11,530.77	35%	\$7,495.00
Category 3	140513	ELSAG Plate Hunter F3 - 3 Camera System	Selex ES Inc.	140513	Each	\$11,530.77	35%	\$7,495.00
Category 3	140514	ELSAG Plate Hunter F3 - 4 Camera System	Selex ES Inc.	140514	Each	\$11,530.77	35%	\$7,495.00
Category 3	140515	ELSAG Plate Hunter F3 - 5 Camera System	Selex ES Inc.	140515	Each	\$11,530.77	35%	\$7,495.00
Category 3	140516	ELSAG Plate Hunter F3 - 6 Camera System	Selex ES Inc.	140516	Each	\$11,530.77	35%	\$7,495.00
Category 3	140517	ELSAG Plate Hunter F3 - 7 Camera System	Selex ES Inc.	140517	Each	\$11,530.77	35%	\$7,495.00
Category 3	140601	ELSAG Plate Hunter CPC (add to order 421960)	Selex ES Inc.	140601	Each	\$24,246.15	35%	\$15,760.00
Category 3	140700	ELSAG Plate Hunter V	Selex ES Inc.	140700	Each	\$5,376.92	35%	\$3,495.00
Category 4	210003	Engineering Day - Outside Service	Selex ES Inc.	210003	Each	\$1,923.08	35%	\$1,250.00
Category 4	410026	DC Power Harness Pigtailed Puma	Selex ES Inc.	410026	Each	\$176.92	35%	\$115.00
Category 4	410039	Interface Cable-Split AnaPerm Puma	Selex ES Inc.	410039	Each	\$730.77	35%	\$475.00
Category 4	410052	Ethernet Cable Shielded 25 ft	Selex ES Inc.	410052	Each	\$53.85	35%	\$35.00
Category 4	410077	Battery	Selex ES Inc.	410077	Each	\$761.54	35%	\$495.00
Category 4	410090	Interface Cable Split Analog Puma	Selex ES Inc.	410090	Each	\$661.54	35%	\$430.00

PC69032
Selex ES, Inc.
Effective June 1, 2020

DHS AEL CATEGORY NUMBER	Contract Item Number	Item Description	Manufacturer Name	Manufacturer Item Number	Unit of Measure (If Each/Case)	List Price	HIRE Contract Discount %	HIRE Contract Price
Category 4	410276	Trunk Box 145-8064/01.01 AD3M	Selex ES Inc.	410276	Each	\$4,123.08	35%	\$2,680.00
Category 4	410305	Tool Box - Full Size Truck	Selex ES Inc.	410305	Each	\$1,061.54	35%	\$690.00
Category 4	410318	AD3M Ethernet Cable - 25 ft	Selex ES Inc.	410318	Each	\$207.69	35%	\$135.00
Category 4	410319	AD3M Power Cable - 20 ft	Selex ES Inc.	410319	Each	\$292.31	35%	\$190.00
Category 4	410330	AD3M Transp. Camera Cable 16'	Selex ES Inc.	410330	Each	\$661.54	35%	\$430.00
Category 4	410337	Finished AD3M Camera Bracket	Selex ES Inc.	410337	Each	\$76.92	35%	\$50.00
Category 4	410350	AD3M Right Trunk Mnt 18 Lead"	Selex ES Inc.	410350	Each	\$815.38	35%	\$530.00
Category 4	410352	Sensor - AD3-FG - 740 - 35mm	Selex ES Inc.	410352	Each	\$3,076.92	35%	\$2,000.00
Category 4	410357	Trunk Bulkhead Gasket	Selex ES Inc.	410357	Each	\$7.69	35%	\$5.00
Category 4	410361	AD3M Left Trunk Mnt 24 Lead"	Selex ES Inc.	410361	Each	\$815.38	35%	\$530.00
Category 4	410362	AD3M Cig Power Cable 20'	Selex ES Inc.	410362	Each	\$300.00	35%	\$195.00
Category 4	410389	Power Spl 12v Lambda Inverter (300W)	Selex ES Inc.	410389	Each	\$361.54	35%	\$235.00
Category 4	410396	Netgear 8 Port Ethernet Switch	Selex ES Inc.	410396	Each	\$169.23	35%	\$110.00
Category 4	410404	Shell for Barrel Camera	Selex ES Inc.	410404	Each	\$246.15	35%	\$160.00
Category 4	410408	Cord Grip Steel 1/2 IN (Blue, 3/8-1/2)	Selex ES Inc.	410408	Each	\$30.77	35%	\$20.00
Category 4	410423	Power Inverter Plate	Selex ES Inc.	410423	Each	\$30.77	35%	\$20.00
Category 4	410520	AD3M Transportable Cable 20'	Selex ES Inc.	410520	Each	\$676.92	35%	\$440.00
Category 4	410901	Thule #LB50 - Load Bars	Selex ES Inc.	410901	Each	\$261.54	35%	\$170.00
Category 4	410917	Garmin GPS Antenna	Selex ES Inc.	410917	Each	\$189.23	35%	\$123.00
Category 4	410932	STRAP HOSE CLAMP 40 IN L	Selex ES Inc.	410932	Each	\$7.69	35%	\$5.00
Category 4	410947	2 ft Shielded Ethernet Cable	Selex ES Inc.	410947	Each	\$23.08	35%	\$15.00
Category 4	410964	ULS Laser Trigger	Selex ES Inc.	410964	Each	\$7,630.77	35%	\$4,960.00
Category 4	411035	Finished 1 Port TB Side Plate	Selex ES Inc.	411035	Each	\$76.92	35%	\$50.00
Category 4	411128	Trunk Mount LH Cable	Selex ES Inc.	411128	Each	\$800.00	35%	\$520.00
Category 4	411130	Trunk Mount RH Cable	Selex ES Inc.	411130	Each	\$792.31	35%	\$515.00
Category 4	411181	1 Ft Shielded Cat5e Patch Cord	Selex ES Inc.	411181	Each	\$15.38	35%	\$10.00
Category 4	411225	Dual Cam w/LP 16'	Selex ES Inc.	411225	Each	\$1,700.00	35%	\$1,105.00
Category 4	411246	AD3 Split w/LP 16' Perm Cable	Selex ES Inc.	411246	Each	\$930.77	35%	\$605.00
Category 3	411256	Radar Trailer Speed Ctrl 18	Selex ES Inc.	411256	Each	\$19,076.92	35%	\$12,400.00
Category 4	411263	Pelco Cable Pole Clamp	Selex ES Inc.	411263	Each	\$230.77	35%	\$150.00
Category 4	411267	AD3M Cam Cable w/ LP Flange	Selex ES Inc.	411267	Each	\$676.92	35%	\$440.00
Category 4	411336	AD3-S cam cable low prof 25ft	Selex ES Inc.	411336	Each	\$1,046.15	35%	\$680.00
Category 4	411362	Z Bracket - Sonic Wall 1.53 inch	Selex ES Inc.	411362	Each	\$15.38	35%	\$10.00
Category 4	411382	Over the Road Cam Bracket	Selex ES Inc.	411382	Each	\$230.77	35%	\$150.00
Category 4	411403	Charge Guard Auto Shutoff Timer	Selex ES Inc.	411403	Each	\$230.77	35%	\$150.00
Category 4	411409	Generic Dell Server	Selex ES Inc.	411409	Each	\$45,361.54	35%	\$29,485.00
Category 4	411706	Tool Box - Small Truck	Selex ES Inc.	411706	Each	\$1,000.00	35%	\$650.00
Category 4	411720	Triple 16ft Camera Cable	Selex ES Inc.	411720	Each	\$2,353.85	35%	\$1,530.00
Category 4	411781	Mini Split MOUNTING BRKT - 2.5 IN	Selex ES Inc.	411781	Each	\$61.54	35%	\$40.00
Category 4	411782	Mini Split MOUNTING BRKT - 2.25 IN	Selex ES Inc.	411782	Each	\$61.54	35%	\$40.00
Category 4	411804	Battery 100 AMP Deep Cycle	Selex ES Inc.	411804	Each	\$738.46	35%	\$480.00
Category 4	411841	Fin Trunk Hook Multi-Mount	Selex ES Inc.	411841	Each	\$46.15	35%	\$30.00
Category 4	411853	POWER SUPPLY 12V 10A 120W - TDK Lambda	Selex ES Inc.	411853	Each	\$215.38	35%	\$140.00
Category 4	411863	Bullet Wireless Router	Selex ES Inc.	411863	Each	\$223.08	35%	\$145.00
Category 4	411916	100 FOOT TRIGGER CABLE, REEL	Selex ES Inc.	411916	Each	\$1,600.00	35%	\$1,040.00

PC69032
Selex ES, Inc.
Effective June 1, 2020

BMS A&L CATEGORY NUMBER	Contract Item Number	Item Description	Manufacturer Name	Manufacturer Item Number	Unit of Measure (i.e. Each/Case)	List Price	WBE Contract Discount %	WBE Contract Price
Category 4	411918	100' LPR CABLE REEL	Selex ES Inc.	411918	Each	\$1,684.62	35%	\$1,095.00
Category 4	412045	RT Matrix - 3-Line	Selex ES Inc.	412045	Each	\$49,769.23	35%	\$32,350.00
Category 4	412149	OPUS PERMANENT POWER CABLE	Selex ES Inc.	412149	Each	\$215.38	35%	\$140.00
Category 4	412165	OPUS TRANSPORTABLE POWER CABLE	Selex ES Inc.	412165	Each	\$207.69	35%	\$135.00
Category 4	412169	STORM CASE ASSEMBLY	Selex ES Inc.	412169	Each	\$553.85	35%	\$360.00
Category 4	412190	WHEEL STORM CASE 21x16x10	Selex ES Inc.	412190	Each	\$492.31	35%	\$320.00
Category 4	412283	Mini Split BRACKET- PUSH BUMPER	Selex ES Inc.	412283	Each	\$61.54	35%	\$40.00
Category 4	412307	GASKET - ROOF MOUNTED BULKHEAD	Selex ES Inc.	412307	Each	\$7.69	35%	\$5.00
Category 4	412362	ISOLATION MOUNTING DISK - MS	Selex ES Inc.	412362	Each	\$84.62	35%	\$55.00
Category 4	412413	M6 Cam Cable 16ft Field Term	Selex ES Inc.	412413	Each	\$807.69	35%	\$525.00
Category 4	412434	AUTOMOTIVE HARD DRIVE - SATA AAEON	Selex ES Inc.	412434	Each	\$653.85	35%	\$425.00
Category 4	412494	Interceptor Multi-mount "Z" Brkt	Selex ES Inc.	412494	Each	\$76.92	35%	\$50.00
Category 4	412518	CAM CABLE-22FT SPLIT TRANS 90-12:00	Selex ES Inc.	412518	Each	\$1,192.31	35%	\$775.00
Category 4	412594	Opus Pwr Supply 180W	Selex ES Inc.	412594	Each	\$369.23	35%	\$240.00
Category 4	412609	PCTEL Low Profile Antenna	Selex ES Inc.	412609	Each	\$138.46	35%	\$90.00
Category 4	412610	MAXRAD NMO Antenna Mount	Selex ES Inc.	412610	Each	\$53.85	35%	\$35.00
Category 4	412713	M6 Perm Power Cable, No Opus	Selex ES Inc.	412713	Each	\$323.08	35%	\$210.00
Category 4	412717	Mini Split Mounting Bracket 3in Tall	Selex ES Inc.	412717	Each	\$61.54	35%	\$40.00
Category 4	412725	Tool Box Shell 10 x 10 x 54	Selex ES Inc.	412725	Each	\$1,800.00	35%	\$1,170.00
Category 4	412777	Permanent Insulation Disc Bulkhead	Selex ES Inc.	412777	Each	\$123.08	35%	\$80.00
Category 4	412785	AD3 Camera Housing -HEG	Selex ES Inc.	412785	Each	\$1,800.00	35%	\$1,170.00
Category 4	412841	KVM Console to USB 2.0 (Crash Cart)	Selex ES Inc.	412841	Each	\$869.23	35%	\$565.00
Category 4	412861	Tablet/Modular Mount	Selex ES Inc.	412861	Each	\$2,900.00	35%	\$1,885.00
Category 3	412879	Sign Speed Trailer	Selex ES Inc.	412879	Each	\$27,307.69	35%	\$17,750.00
Category 4	412880	Speed Patrol 18 RT, Pocket	Selex ES Inc.	412880	Each	\$19,692.31	35%	\$12,800.00
Category 4	412883	N-TRON 708TX Industrial Ethernet Switch	Selex ES Inc.	412883	Each	\$1,615.38	35%	\$1,050.00
Category 4	412890	ITS MPPS 1000 LPR Controller with Software	Selex ES Inc.	412890	Each	\$8,615.38	35%	\$5,600.00
Category 4	412912	BATTERY - 200AH Group 4D AGM MagnaPower	Selex ES Inc.	412912	Each	\$1,115.38	35%	\$725.00
Category 4	412926	2.4 GHz Flat Panel Antenna - N-Female	Selex ES Inc.	412926	Each	\$123.08	35%	\$80.00
Category 4	412929	Plate Mounting Bracket FCU	Selex ES Inc.	412929	Each	\$76.92	35%	\$50.00
Category 4	412930	Plate Mounting Top FCU	Selex ES Inc.	412930	Each	\$209.23	35%	\$136.00
Category 4	412931	Plate Mounting Bottom FCU	Selex ES Inc.	412931	Each	\$209.23	35%	\$136.00
Category 4	412940	Large I-Beam Mount(8.5-12")	Selex ES Inc.	412940	Each	\$1,069.23	35%	\$695.00
Category 4	412945	Small I-Beam Mount(4-9")	Selex ES Inc.	412945	Each	\$1,353.85	35%	\$880.00
Category 4	412947	Extra Large I-Beam Plate (11-24in)	Selex ES Inc.	412947	Each	\$176.92	35%	\$115.00
Category 4	412950	Extra Large I-Beam Mount(11-24")	Selex ES Inc.	412950	Each	\$1,353.85	35%	\$880.00
Category 4	412960	M6 Mounting Bracket - 3in	Selex ES Inc.	412960	Each	\$69.23	35%	\$45.00
Category 4	412963	INTERCEPTOR MULTI-MOUNT Z BRACKET AD4-MS	Selex ES Inc.	412963	Each	\$84.62	35%	\$55.00
Category 4	412972	EXTRA LARGE I-BEAM PLATE (24-34' Plate Only)	Selex ES Inc.	412972	Each	\$538.46	35%	\$350.00
Category 4	412982	ITS MBR 95 Wireless Mobile Router	Selex ES Inc.	412982	Each	\$876.92	35%	\$570.00
Category 4	412983	ITS MBR 96 Mounting Bracket/Cabling	Selex ES Inc.	412983	Each	\$438.46	35%	\$285.00
Category 4	412984	ITS MPPS 1010 Tablet with Bracket ring & Power supply	Selex ES Inc.	412984	Each	\$1,538.46	35%	\$1,000.00
Category 4	412985	Power Supply 12VDC 600 Watt	Selex ES Inc.	412985	Each	\$707.69	35%	\$460.00
Category 3	412987	RU2 Speed Trailer with 160W Solar Panel	Selex ES Inc.	412987	Each	\$28,000.00	35%	\$18,200.00
Category 4	412989	Power Supply 12VDC 2A - Bullet Radio	Selex ES Inc.	412989	Each	\$46.15	35%	\$30.00

PC69032
Selex ES, Inc.
Effective June 1, 2020

ITEM A/EI CATEGORY NUMBER	Contract Item Number	Item Description	Manufacturer Name	Manufacturer Item Number	Unit of Measure (ie Each/Case)	List Price	HIRE Contract Discount %	HIRE Contract Price
Category 4	412993	Opus Single Output Cable AD3MS	Selex ES Inc.	412993	Each	\$176.92	35%	\$115.00
Category 4	412996	Trigger Control Box 4 Channel	Selex ES Inc.	412996	Each	\$4,538.46	35%	\$2,950.00
Category 4	412997	Trigger Control Box 2 Channel	Selex ES Inc.	412997	Each	\$3,923.08	35%	\$2,550.00
Category 4	412998	Trigger Control Box 1 Channel	Selex ES Inc.	412998	Each	\$3,000.00	35%	\$1,950.00
Category 4	413009	Camera Mount Tripod	Selex ES Inc.	413009	Each	\$307.69	35%	\$200.00
Category 3	413010	Message Board Trailer Full Size	Selex ES Inc.	413010	Each	\$47,230.77	35%	\$30,700.00
Category 3	413011	Message Board Toolbox Bracket	Selex ES Inc.	413011	Each	\$261.54	35%	\$170.00
Category 4	413012	FZ ToughPad Panasonic	Selex ES Inc.	413012	Each	\$8,353.85	35%	\$5,430.00
Category 4	413013	Docking Station FZ-G1 Tablet	Selex ES Inc.	413013	Each	\$1,523.08	35%	\$990.00
Category 4	413030	WIRELESS MODEM AIRLINK GX450 VERIZON ATT	Selex ES Inc.	413030	Each	\$1,646.15	35%	\$1,070.00
Category 4	413037	Web Relay, 12VDC, Single Channel	Selex ES Inc.	413037	Each	\$338.46	35%	\$220.00
Category 4	413039	Plate Aaeon 6301 Mount	Selex ES Inc.	413039	Each	\$38.46	35%	\$25.00
Category 4	413041	CISCO 829 ROUTER	Selex ES Inc.	413041	Each	\$6,346.15	35%	\$4,125.00
Category 4	413047	Speed Enforcer Software	Selex ES Inc.	413047	Each	\$13,838.46	35%	\$8,995.00
Category 4	413048	M6 TRANSPORTABLE POWER CABLE, NO OPUS	Selex ES Inc.	413048	Each	\$246.15	35%	\$160.00
Category 4	413050	CISCO VPN ISA 3000 2C2F K9	Selex ES Inc.	413050	Each	\$5,230.77	35%	\$3,400.00
Category 4	413050	CISCO VPN ISA 3000 2C2F K9	Selex ES Inc.	413050	Each	\$6,000.00	35%	\$3,900.00
Category 4	413055	Cam Cable-90' 16ft. Splt fld term	Selex ES Inc.	413055	Each	\$923.08	35%	\$600.00
Category 3	413065	Message Board Trailer Full Size AGM	Selex ES Inc.	413065	Each	\$50,000.00	35%	\$32,500.00
Category 4	413068	Dual AD3 Split Cam w/LP 16' 4:30	Selex ES Inc.	413068	Each	\$1,861.54	35%	\$1,210.00
Category 4	413070	Mounting Plate 2016 Tahoe Grille	Selex ES Inc.	413070	Each	\$384.62	35%	\$250.00
Category 4	413071	Mounting Arms for 2016 Tahoe Grille	Selex ES Inc.	413071	Each	\$230.77	35%	\$150.00
Category 4	413072	M6 camera bracket 3 in 2016 Tahoe Grille	Selex ES Inc.	413072	Each	\$200.00	35%	\$130.00
Category 4	413073	Mounting Washer 2016 Tahoe Grille M6	Selex ES Inc.	413073	Each	\$30.77	35%	\$20.00
Category 4	413076	2016 Tahoe Grille (Mesh Cover)	Selex ES Inc.	413076	Each	\$1,800.00	35%	\$1,170.00
Category 4	413083	M6 Trunkbox Mounting Plate	Selex ES Inc.	413083	Each	\$100.00	35%	\$65.00
Category 4	413088	Transceiver GLC-LX-SM-RGD	Selex ES Inc.	413088	Each	\$469.23	35%	\$305.00
Category 4	413100	N-TRON 716TX Industrial Ethernet Switch	Selex ES Inc.	413100	Each	\$2,707.69	35%	\$1,760.00
Category 4	413101	Avalue VMS-BYT 3845 Atom PC	Selex ES Inc.	413101	Each	\$1,769.23	35%	\$1,150.00
Category 3	413103	Solar Tower, Long Deployment Trailer	Selex ES Inc.	413103	Each	\$125,692.31	35%	\$81,700.00
Category 4	413104	Diesel Generator Upgrade	Selex ES Inc.	413104	Each	\$28,076.92	35%	\$18,250.00
Category 4	413105	Hirschmann Rail Switch - RS-30	Selex ES Inc.	413105	Each	\$4,153.85	35%	\$2,700.00
Category 4	413107	Hirschmann RM-SFP-LX/LC EEC SFP Module	Selex ES Inc.	413107	Each	\$730.77	35%	\$475.00
Category 4	413108	Hirschmann M-SFP-SX/LC EEC SFP Module	Selex ES Inc.	413108	Each	\$438.46	35%	\$285.00
Category 4	413109	Hirschmann Automation ACA 21 USB EEC	Selex ES Inc.	413109	Each	\$407.69	35%	\$265.00
Category 4	413114	Mounting Bracket - 4 IN - AD4-MS	Selex ES Inc.	413114	Each	\$84.62	35%	\$55.00
Category 4	413130	Opus UPS 16	Selex ES Inc.	413130	Each	\$407.69	35%	\$265.00
Category 3	413132	Message Board Trailer Mid Size	Selex ES Inc.	413132	Each	\$44,307.69	35%	\$28,800.00
Category 3	413133	Radar Speed Display Trailer	Selex ES Inc.	413133	Each	\$43,692.31	35%	\$28,400.00
Category 4	413139	WIRELESS MODEM AIRLINK GX450 w/ WIFI	Selex ES Inc.	413139	Each	\$1,884.62	35%	\$1,225.00
Category 4	413140	Adapter Cable- Phantom Antenna	Selex ES Inc.	413140	Each	\$23.08	35%	\$15.00
Category 4	413172	Avalue USEMS-SKLU-63-SE02 PC	Selex ES Inc.	413172	Each	\$3,323.08	35%	\$2,160.00
Category 4	413177	G&J Toughbook Docking Station	Selex ES Inc.	413177	Each	\$2,192.31	35%	\$1,425.00
Category 4	413178	G&J Pedestal Package	Selex ES Inc.	413178	Each	\$1,107.69	35%	\$720.00
Category 4	413179	CradlePoint IBR1100LPE	Selex ES Inc.	413179	Each	\$2,307.69	35%	\$1,500.00

PC69032
Selex ES, Inc.
Effective June 1, 2020

QHS A&I CATEGORY NUMBER	Quantity	Item Description	Manufacturer Name	Manufacturer's Item Number	Unit of Measure (as Each/ case)	List Price	HIRE Contract Discount %	HIRE Contract Price
Category 4	413186	RJ45 Port Dust Cap (pack of 10)	Selex ES Inc.	413186	Each	\$7.69	35%	\$5.00
Category 4	413189	Antenna Plus LTE Antenna - AP-C-Q-S1-BL	Selex ES Inc.	413189	Each	\$258.46	35%	\$168.00
Category 4	413190	Ford Fusion (2013-2015) Pedestal System	Selex ES Inc.	413190	Each	\$1,176.92	35%	\$765.00
Category 4	413191	Panasonic CF-LNDLPT LP Shutdown timer	Selex ES Inc.	413191	Each	\$193.85	35%	\$126.00
Category 4	413192	Grommet - Cable Pass-through	Selex ES Inc.	413192	Each	\$53.85	35%	\$35.00
Category 4	413200	Cisco 3560 Catalyst Switch	Selex ES Inc.	413200	Each	\$2,361.54	35%	\$1,535.00
Category 4	413203	Pole Mount Bracket IL-PMB	Selex ES Inc.	413203	Each	\$400.00	35%	\$260.00
Category 4	413203	Pole Mount Bracket IL-PMB	Selex ES Inc.	413203	Each	\$400.00	35%	\$260.00
Category 4	413205	Panasonic CF33 Toughbook CF-33AFHAAVM	Selex ES Inc.	413205	Each	\$9,538.46	35%	\$6,200.00
Category 4	413206	Panasonic CF-VZSU0QW-Battery	Selex ES Inc.	413206	Each	\$315.38	35%	\$205.00
Category 4	413210	Mounting Hat Channel	Selex ES Inc.	413210	Each	\$753.85	35%	\$490.00
Category 4	413213	Camera Cabinet Assembly MPH	Selex ES Inc.	413213	Each	\$1,384.62	35%	\$900.00
Category 4	413241	NoBu	Selex ES Inc.	413241	Each	\$12,307.69	35%	\$8,000.00
Category 4	413242	Cabinet-Battery Box	Selex ES Inc.	413242	Each	\$5,923.08	35%	\$3,850.00
Category 4	413258	RU2 VMS Sign 10" x 50"	Selex ES Inc.	413258	Each	\$6,923.08	35%	\$4,500.00
Category 4	413262	Antaira 8-port POE unmanaged switch F3	Selex ES Inc.	413262	Each	\$1,192.31	35%	\$775.00
Category 4	413264	Bulkhead Mount Washer	Selex ES Inc.	413264	Each	\$69.23	35%	\$45.00
Category 4	413268	Panasonic CF54 Toughbook CF-54DX159VM	Selex ES Inc.	413268	Each	\$6,500.00	35%	\$4,225.00
Category 4	413269	Docking Station CF-54 w/ Power supply	Selex ES Inc.	413269	Each	\$2,076.92	35%	\$1,350.00
Category 4	413283	WIRELESS MODEM AIRLINK RV50 VERIZON ATT	Selex ES Inc.	413283	Each	\$1,230.77	35%	\$800.00
Category 4	413283	WIRELESS MODEM AIRLINK RV50 VERIZON ATT	Selex ES Inc.	413283	Each	\$1,230.77	35%	\$800.00
Category 4	413284	Switch Ethernet 12 Port Moxa	Selex ES Inc.	413284	Each	\$4,884.62	35%	\$3,175.00
Category 4	413285	SFP Transceiver Module Moxa 1GZXL-T	Selex ES Inc.	413285	Each	\$3,423.08	35%	\$2,225.00
Category 4	413286	Power Supply 24VDC 45Watt Moxa	Selex ES Inc.	413286	Each	\$223.08	35%	\$145.00
Category 4	413297	F3 12VDC / trigger cable - 3 Cond. 18AWG	Selex ES Inc.	413297	Each	\$7.69	35%	\$5.00
Category 4	413298	M7 Permanent Power Cable, 2 Boxes	Selex ES Inc.	413298	Each	\$400.00	35%	\$260.00
Category 3	413299	Trailer ATS-5 Speed Alert 24	Selex ES Inc.	413299	Each	\$35,000.00	35%	\$22,750.00
Category 4	413307	M7 Permanent Power Cable	Selex ES Inc.	413307	Each	\$284.62	35%	\$185.00
Category 4	413316	Mean Well 240W 48VDC POE power supply	Selex ES Inc.	413316	Each	\$292.31	35%	\$190.00
Category 4	413335	M7 Trunk box Mounting Bracket - 1 piece	Selex ES Inc.	413335	Each	\$23.08	35%	\$15.00
Category 4	413343	Router CradlePoint IBR 900	Selex ES Inc.	413343	Each	\$2,230.77	35%	\$1,450.00
Category 4	413344	Power Adapter Cradlepoint	Selex ES Inc.	413344	Each	\$173.07	35%	\$112.50
Category 4	413346	WIRELESS Router AIRLINK MP70 LTE	Selex ES Inc.	413346	Each	\$2,692.31	35%	\$1,750.00
Category 4	413347	M7 transportable Power Cable	Selex ES Inc.	413347	Each	\$230.77	35%	\$150.00
Category 4	413354	M7 2-Trunk box Mounting Bracket	Selex ES Inc.	413354	Each	\$38.46	35%	\$25.00
Category 4	413360	Bulkhead Puck - 1-cam - F3	Selex ES Inc.	413360	Each	\$230.77	35%	\$150.00
Category 4	413383	Airlink MP70 Adapter Plate	Selex ES Inc.	413383	Each	\$61.54	35%	\$40.00
Category 4	413408	VPH Network Camera 5-50MM	Selex ES Inc.	413408	Each	\$769.23	35%	\$500.00
Category 4	413418	Renogy 160 Watt Mono Solar Panel	Selex ES Inc.	413418	Each	\$546.15	35%	\$355.00
Category 4	413422	Side of Pole Mount-3 Module	Selex ES Inc.	413422	Each	\$515.38	35%	\$335.00
Category 4	413423	Side of Pole Mount-2 Module	Selex ES Inc.	413423	Each	\$230.77	35%	\$150.00
Category 4	413879	Network Camera-Axis Q1645	Selex ES Inc.	413879	Each	\$3,553.85	35%	\$2,310.00
Category 4	420018	2 Camera Tether Kit	Selex ES Inc.	420018	Each	\$146.15	35%	\$95.00
Category 4	420069	AD3M Hedley Trunk Mt Assembly	Selex ES Inc.	420069	Each	\$338.46	35%	\$220.00
Category 4	420075	AD3M Magnet Mount	Selex ES Inc.	420075	Each	\$200.00	35%	\$130.00

PC69032
Selex ES, Inc.
Effective June 1, 2020

HSI ARI CATEGORY	Contract Item Number	Item Description	Manufacturer Name	Manufacturer Item Number	Unit of Measure (i.e. Each/Case)	List Price	HIRE Contract Discount %	HIRE Contract Price
Category 4	421137	Split Camera Bracket Sub Assy	Selex ES Inc.	421137	Each	\$284.62	35%	\$185.00
Category 4	421139	Split Magnet Mount Assembly	Selex ES Inc.	421139	Each	\$304.62	35%	\$198.00
Category 4	421218	Pole Mount 2 Cam Horizontal	Selex ES Inc.	421218	Each	\$969.23	35%	\$630.00
Category 4	421321	2 Port Vert Flr Mnt Box	Selex ES Inc.	421321	Each	\$146.15	35%	\$95.00
Category 4	421324	Split Hanging Mount Assembly	Selex ES Inc.	421324	Each	\$261.54	35%	\$170.00
Category 4	421326	Silicone Base Pad	Selex ES Inc.	421326	Each	\$15.38	35%	\$10.00
Category 4	421327	Mounting Assembly Lightt Bar Whelen	Selex ES Inc.	421327	Each	\$592.31	35%	\$385.00
Category 4	421399	Pole Mount 1 Camera	Selex ES Inc.	421399	Each	\$784.62	35%	\$510.00
Category 4	421415	F2 Cam 25/35mm 870nm	Selex ES Inc.	421415	Each	\$13,769.23	35%	\$8,950.00
Category 4	421418	F2 Cam 35/50mm 870nm	Selex ES Inc.	421418	Each	\$13,769.23	35%	\$8,950.00
Category 4	421434	Daisy Chain Battery Cable	Selex ES Inc.	421434	Each	\$900.00	35%	\$585.00
Category 4	421487	MS Cam 16mm 740nm	Selex ES Inc.	421487	Each	\$6,453.85	35%	\$4,195.00
Category 4	421499	MS Cam 25mm 740nm	Selex ES Inc.	421499	Each	\$6,692.31	35%	\$4,350.00
Category 4	421500	MS Cam 35mm 740nm	Selex ES Inc.	421500	Each	\$6,692.31	35%	\$4,350.00
Category 4	421501	MS Cam 50mm 740nm	Selex ES Inc.	421501	Each	\$6,692.31	35%	\$4,350.00
Category 4	421502	AD3-MS Cam 16mm 810nm	Selex ES Inc.	421502	Each	\$6,692.31	35%	\$4,350.00
Category 4	421503	(421503) - AD3-MS Cam 25mm 810nm	Selex ES Inc.	421503	Each	\$6,692.31	35%	\$4,350.00
Category 4	421504	(421504) - AD3-MS Cam 35mm 810nm	Selex ES Inc.	421504	Each	\$6,692.31	35%	\$4,350.00
Category 4	421505	(421505) - AD3-MS Cam 50mm 810nm	Selex ES Inc.	421505	Each	\$6,692.31	35%	\$4,350.00
Category 4	421506	(421506) - AD3-MS Cam 16mm 870nm	Selex ES Inc.	421506	Each	\$6,692.31	35%	\$4,350.00
Category 4	421509	(421509) - AD3-MS Cam 25mm 870nm	Selex ES Inc.	421509	Each	\$6,692.31	35%	\$4,350.00
Category 4	421510	(421510) - AD3-MS Cam 35mm 870nm	Selex ES Inc.	421510	Each	\$6,692.31	35%	\$4,350.00
Category 4	421511	(421511) - AD3-MS Cam 50mm 870nm	Selex ES Inc.	421511	Each	\$6,692.31	35%	\$4,350.00
Category 4	421520	3 Camera Tether Kit	Selex ES Inc.	421520	Each	\$146.15	35%	\$95.00
Category 4	421523	(421523) - Assembly Multi-Mount 2 Camera	Selex ES Inc.	421523	Each	\$546.15	35%	\$355.00
Category 4	421554	(421554) - AD3-FH Cam 25/35mm 740nm	Selex ES Inc.	421554	Each	\$13,769.23	35%	\$8,950.00
Category 4	421571	(421571) - CAMERA MOUNTING ASM - OVER THE ROAD	Selex ES Inc.	421571	Each	\$1,038.46	35%	\$675.00
Category 4	421572	(421572) - Assembly Pole Mount 3 Camera	Selex ES Inc.	421572	Each	\$1,330.77	35%	\$865.00
Category 4	421577	(421577) - AD3-FH Cam 16/25mm 870nm	Selex ES Inc.	421577	Each	\$13,769.23	35%	\$8,950.00
Category 4	421586	AD3-MS Assembly Multi-Mount 1 Cam	Selex ES Inc.	421586	Each	\$261.54	35%	\$170.00
Category 4	421589	(421589) - AD3-FH Cam 16/25mm 740nm	Selex ES Inc.	421589	Each	\$13,769.23	35%	\$8,950.00
Category 4	421592	(421592) - AD3-FH Cam 25/35mm 810nm	Selex ES Inc.	421592	Each	\$13,769.23	35%	\$8,950.00
Category 4	421595	(421595) - AD3-FH Cam 25/35mm 940nm	Selex ES Inc.	421595	Each	\$13,769.23	35%	\$8,950.00
Category 4	421608	(421608) - Opus Replacement Kit 3-4 Cam	Selex ES Inc.	421608	Each	\$807.69	35%	\$525.00
Category 4	421611	(421611) - Opus Rep Kit-Trans Pwr 1-2 Cam	Selex ES Inc.	421611	Each	\$800.00	35%	\$520.00
Category 4	421619	(421619) - AD3-FH Cam 12/16mm 740nm	Selex ES Inc.	421619	Each	\$13,769.23	35%	\$8,950.00
Category 4	421633	(421633) - Light Bar Assembly - Mini Split	Selex ES Inc.	421633	Each	\$561.54	35%	\$365.00
Category 4	421635	Daisy Chain W/Barrel-1 Battery	Selex ES Inc.	421635	Each	\$2,269.23	35%	\$1,475.00
Category 4	421636	Daisy Chain W/Barrel-2 Battery	Selex ES Inc.	421636	Each	\$3,538.46	35%	\$2,300.00
Category 4	421637	(421637) - Barrel 110V Conversion Kit	Selex ES Inc.	421637	Each	\$369.23	35%	\$240.00
Category 4	421639	(421639) - Low Profile Light Bar Assembly-Mini	Selex ES Inc.	421639	Each	\$607.69	35%	\$395.00
Category 4	421643	(421643) - 1 Port Trunk Box - Alum Finish	Selex ES Inc.	421643	Each	\$3,392.31	35%	\$2,205.00
Category 4	421644	(421644) - 2 Port Trunk Box - w/Opus - Alum Finish	Selex ES Inc.	421644	Each	\$7,338.46	35%	\$4,770.00
Category 4	421646	Trunk Box Floor Mount 3-4 Port	Selex ES Inc.	421646	Each	\$469.23	35%	\$305.00
Category 4	421649	(421649) - 2 Port Vert Floor Mnt UnAnodized	Selex ES Inc.	421649	Each	\$184.62	35%	\$120.00

PC69032
Selex ES, Inc.
Effective June 1, 2020

HS A&L CATEGORY NUMBER	Contract Item Number	Item Description	Manufacturer Name	Manufacturer Part Number	Unit of Measure (ie. Each/Case)	List Price	HIRE Contract Discount %	HIRE Contract Price
Category 4	421661	Camera Assembly - US Light Bar 25mm	Selex ES Inc.	421661	Each	\$10,376.92	35%	\$6,745.00
Category 4	421663	(421663) - AD3-FH Cam 8/12mm 870nm	Selex ES Inc.	421663	Each	\$13,769.23	35%	\$8,950.00
Category 4	421667	(421667) - Assembly Hanging Mount 2 Camera	Selex ES Inc.	421667	Each	\$1,269.23	35%	\$825.00
Category 4	421670	(421670) - Camera Mount Assembly-concrete	Selex ES Inc.	421670	Each	\$430.77	35%	\$280.00
Category 4	421675	(421675) - AD3-FH Cam 8/12mm 740nm	Selex ES Inc.	421675	Each	\$13,769.23	35%	\$8,950.00
Category 4	421676	(421676) - AD3-FH Cam 12/16mm 870nm	Selex ES Inc.	421676	Each	\$13,769.23	35%	\$8,950.00
Category 4	421677	(421677) - Assembly Hanging Mount 1 Camera	Selex ES Inc.	421677	Each	\$784.62	35%	\$510.00
Category 4	421678	(421678) - AD3-FH Cam 35/50mm 740nm	Selex ES Inc.	421678	Each	\$13,769.23	35%	\$8,950.00
Category 4	421681	DIY MPH900 Perm Wiring Kit	Selex ES Inc.	421681	Each	\$500.00	35%	\$325.00
Category 4	421682	Installed MPH900 (MS) Perm Wiring Kit	Selex ES Inc.	421682	Each	\$1,092.31	35%	\$710.00
Category 4	421684	(421684) - FCU ASM - MCCAIN BOX	Selex ES Inc.	421684	Each	\$9,400.00	35%	\$6,110.00
Category 4	421686	(421686) - FCU ASM - MCCAIN BOX, NO AEEON	Selex ES Inc.	421686	Each	\$4,230.77	35%	\$2,750.00
Category 4	421699	AD3-MS INTERCEPTOR SUV ROOF MULTI-MOUNT 1 CAMERA	Selex ES Inc.	421699	Each	\$315.39	35%	\$205.00
Category 4	421704	(421704) - FCU2 w/Pole Mount	Selex ES Inc.	421704	Each	\$38,846.15	35%	\$25,250.00
Category 4	421706	GX450 Airlink Assembly Kit	Selex ES Inc.	421706	Each	\$1,976.92	35%	\$1,285.00
Category 4	421708	(421708) - LPT-900 LUGG 2 CAM KIT	Selex ES Inc.	421708	Each	\$16,261.54	35%	\$10,570.00
Category 4	421711	(421711) - HANGING MOUNT CIRCULAR 2-POC 1-CAM	Selex ES Inc.	421711	Each	\$1,600.00	35%	\$1,040.00
Category 4	421713	(421713) - Split SUV Roof Mount	Selex ES Inc.	421713	Each	\$378.46	35%	\$246.00
Category 4	421715	PLATFORM ASM STRAIGHT 50 870	Selex ES Inc.	421715	Each	\$5,092.31	35%	\$3,310.00
Category 4	421719	(421719) - ANGLE 2 POC MOUNT (68 in TUBE)	Selex ES Inc.	421719	Each	\$7,215.38	35%	\$4,690.00
Category 4	421720	ANGLE 2 POC MOUNT (120 in TUBE) - Normal	Selex ES Inc.	421720	Each	\$2,746.15	35%	\$1,785.00
Category 4	421735	REG. SPLIT 2-CAM MULTI MOUNT	Selex ES Inc.	421735	Each	\$723.08	35%	\$470.00
Category 4	421740	2 POINT OF CONTACT 2 CAMERA MOUNT	Selex ES Inc.	421740	Each	\$1,786.15	35%	\$1,161.00
Category 4	421743	(421743) - FCU2 Plate Mount	Selex ES Inc.	421743	Each	\$38,000.00	35%	\$24,700.00
Category 4	421744	(421744) - FCU2 Basic On A Plate	Selex ES Inc.	421744	Each	\$13,692.31	35%	\$8,900.00
Category 4	421747	(421747) - AD3-FH Cam 35/50mm 940nm	Selex ES Inc.	421747	Each	\$13,769.23	35%	\$8,950.00
Category 4	421749	2014 Tahoe Gill Mount ASM - AD3-MS	Selex ES Inc.	421749	Each	\$14,007.69	35%	\$9,105.00
Category 3	421751	RADAR TRAILER UPGRADE KIT - FIELD	Selex ES Inc.	421751	Each	\$26,600.00	35%	\$17,290.00
Category 3	421752	(421752) - LOW POWER RADAR TRAILER- 1 CAM	Selex ES Inc.	421752	Each	\$8,807.69	35%	\$5,725.00
Category 3	421753	RADAR TRAILER UPGRADE KIT - FACTORY	Selex ES Inc.	421753	Each	\$17,692.31	35%	\$11,500.00
Category 4	421758	(421758) - 80/20 FRAME BARREL KIT	Selex ES Inc.	421758	Each	\$11,315.39	35%	\$7,355.00
Category 4	421759	(421759) - HANGING MOUNT 2 CAMERA - INVERTED	Selex ES Inc.	421759	Each	\$1,707.69	35%	\$1,110.00
Category 4	421768	M6 Cam 12mm 850nm	Selex ES Inc.	421768	Each	\$4,623.08	35%	\$3,005.00
Category 4	421769	M6 Cam 16mm 850nm	Selex ES Inc.	421769	Each	\$4,469.23	35%	\$2,905.00
Category 4	421770	M6 Cam 25mm 850nm	Selex ES Inc.	421770	Each	\$4,546.15	35%	\$2,955.00
Category 4	421771	MPH-900 Tool Box Kit	Selex ES Inc.	421771	Each	\$26,546.15	35%	\$17,255.00
Category 4	421782	LPT-900 LUGG 3 CAM KIT	Selex ES Inc.	421782	Each	\$23,084.62	35%	\$15,005.00
Category 4	421785	DEA VMT Mount	Selex ES Inc.	421785	Each	\$1,561.54	35%	\$1,015.00
Category 4	421787	2 POINT OF CONTACT 2 CAM MNT (120 TUBE)	Selex ES Inc.	421787	Each	\$2,315.38	35%	\$1,505.00
Category 3	421791	LARGE COVERT SIGN TRAILER TOOLBOX no cam	Selex ES Inc.	421791	Each	\$28,007.69	35%	\$18,205.00
Category 4	421797	FCU Assem on Shelf (2U) Mccain, Wireless	Selex ES Inc.	421797	Each	\$10,392.31	35%	\$6,755.00
Category 4	421802	Pole Mount 3 Camera Horizontal	Selex ES Inc.	421802	Each	\$2,384.62	35%	\$1,550.00
Category 4	421803	M6 Cam 12mm 740nm	Selex ES Inc.	421803	Each	\$5,453.85	35%	\$3,545.00
Category 4	421804	M6 Cam 16mm 740nm	Selex ES Inc.	421804	Each	\$5,176.92	35%	\$3,365.00
Category 4	421805	M6 Cam 25mm 740nm	Selex ES Inc.	421805	Each	\$5,476.92	35%	\$3,560.00

PC69032
Selex ES, Inc.
Effective June 1, 2020

HS AEL CATEGORY NUMBER	Manufacturer Item Number	Item Description	Manufacturer Name	Manufacturer Item Number	Unit of Measure (i.e. Each/Case)	List Price	HW Contract Discount %	HW Contract Price
Category 4	421806	M6 Cam 12mm 870nm	Selex ES Inc.	421806	Each	\$5,500.00	35%	\$3,575.00
Category 4	421807	M6 Cam 16mm 870nm	Selex ES Inc.	421807	Each	\$5,223.08	35%	\$3,395.00
Category 4	421808	M6 Cam 25mm 870nm	Selex ES Inc.	421808	Each	\$5,476.92	35%	\$3,560.00
Category 4	421811	M6 Multi-Mount 2 Cam Trunk	Selex ES Inc.	421811	Each	\$923.08	35%	\$600.00
Category 4	421812	M6 Universal 1 Cam Mount	Selex ES Inc.	421812	Each	407.69	35%	\$265.00
Category 4	421813	M6 Magnet Multi-Mount	Selex ES Inc.	421813	Each	\$300.00	35%	\$195.00
Category 4	421814	M6 Low Profile Light Bar Assembly	Selex ES Inc.	421814	Each	\$800.00	35%	\$520.00
Category 4	421815	FCU Assembly - Tappan Zee Bridge	Selex ES Inc.	421815	Each	\$19,446.15	35%	\$12,640.00
Category 4	421816	Camera Cable Assembly, Portable (AD3-FH)	Selex ES Inc.	421816	Each	\$1,023.08	35%	\$665.00
Category 4	421818	Fixed LPR Lite	Selex ES Inc.	421818	Each	\$33,769.23	35%	\$21,950.00
Category 4	421822	M6 Cam 16mm 740nm - Right Hand	Selex ES Inc.	421822	Each	\$4,323.08	35%	\$2,810.00
Category 4	421823	M6 Cam 16mm 870nm - Right Hand	Selex ES Inc.	421823	Each	\$4,353.85	35%	\$2,830.00
Category 4	421824	MPH-900 Tool Box Kit (M7) RFLF	Selex ES Inc.	421824	Each	\$21,592.31	35%	\$14,035.00
Category 4	421825	MPH-900 Tool Box Kit (M7) RFLR	Selex ES Inc.	421825	Each	\$21,592.31	35%	\$14,035.00
Category 4	421826	2016 Tahoe Grill Mount ASM - AD3-MS	Selex ES Inc.	421826	Each	\$14,269.23	35%	\$9,275.00
Category 4	421827	2016 Tahoe Grill Mount ASM - M6	Selex ES Inc.	421827	Each	\$10,615.38	35%	\$6,900.00
Category 4	421828	M6 Cam 8mm 740nm	Selex ES Inc.	421828	Each	\$5,607.69	35%	\$3,645.00
Category 4	421829	M6 Cam 8mm 870nm	Selex ES Inc.	421829	Each	\$5,607.69	35%	\$3,645.00
Category 4	421830	LPT-900 LUGG 2 CAM KIT - M7	Selex ES Inc.	421830	Each	\$18,407.69	35%	\$11,965.00
Category 4	421831	LPT-900 LUGG 3 CAM KIT - M7	Selex ES Inc.	421831	Each	\$22,192.31	35%	\$14,425.00
Category 4	421834	M6 Trunkbox, 1-2 Cameras	Selex ES Inc.	421834	Each	\$4,761.54	35%	\$3,095.00
Category 4	421835	M6 Trunkbox, 3-4 Cameras	Selex ES Inc.	421835	Each	\$7,400.00	35%	\$4,810.00
Category 4	421836	FCU2 / Plate - MTA - NYC	Selex ES Inc.	421836	Each	\$38,846.16	35%	\$25,250.00
Category 4	421837	2014 Tahoe Grill Mount ASM - M6	Selex ES Inc.	421837	Each	\$10,346.15	35%	\$6,725.00
Category 4	421838	2 Point of Contact 2 Arm Camera Mount	Selex ES Inc.	421838	Each	\$2,869.23	35%	\$1,865.00
Category 4	421840	PLATFORM ASM STRAIGHT 50mm 740	Selex ES Inc.	421840	Each	\$5,461.54	35%	\$3,550.00
Category 4	421841	M6 Trunkbox Conversion 2-3 Cam	Selex ES Inc.	421841	Each	\$3,100.00	35%	\$2,015.00
Category 4	421842	F3 Cam 75mm 740nm - POE	Selex ES Inc.	421842	Each	\$10,615.39	35%	\$6,900.00
Category 4	421844	Concrete Mount 1 Camera	Selex ES Inc.	421844	Each	\$369.23	35%	\$240.00
Category 3	421845	LARGE COVERT SIGN TRAILER TOOLBOX NO CAM CLEAR	Selex ES Inc.	421845	Each	\$28,007.69	35%	\$18,205.00
Category 4	421846	F3 FCU - POE	Selex ES Inc.	421846	Each	\$11,530.77	35%	\$7,495.00
Category 4	421847	F3 FCU - POE, Wireless	Selex ES Inc.	421847	Each	\$11,530.77	35%	\$7,495.00
Category 4	421848	F3 Cam 35mm 528nm - 12VDC	Selex ES Inc.	421848	Each	\$10,615.38	35%	\$6,900.00
Category 4	421875	FCU1 Upgrade Kit Assembly	Selex ES Inc.	421875	Each	\$16,461.54	35%	\$10,700.00
Category 4	421876	FCU1 Upgrade Kit Assembly W/ 829 Router	Selex ES Inc.	421876	Each	\$25,000.00	35%	\$16,250.00
Category 4	421877	FCU2 Upgrade Kit Assembly	Selex ES Inc.	421877	Each	\$4,776.92	35%	\$3,105.00
Category 4	421878	FCU2 Upgrade Kit w/PC Assembly	Selex ES Inc.	421878	Each	\$11,461.54	35%	\$7,450.00
Category 4	421879	LPR / Pan Tilt Upgrade Kit 2 cam	Selex ES Inc.	421879	Each	\$38,407.69	35%	\$24,965.00
Category 4	421883	Covert Truck Toolbox M6 16mm	Selex ES Inc.	421883	Each	\$42,307.69	35%	\$27,500.00
Category 4	421884	Assembly Pole Mount 5 foot	Selex ES Inc.	421884	Each	\$1,969.23	35%	\$1,280.00
Category 4	421885	Covert Thule Triggered M6 16mm	Selex ES Inc.	421885	Each	\$43,076.92	35%	\$28,000.00
Category 4	421887	F3 Cam 16mm 850nm - POE	Selex ES Inc.	421887	Each	\$10,615.38	35%	\$6,900.00
Category 4	421888	F3 Cam 25mm 850nm - POE	Selex ES Inc.	421888	Each	\$10,615.38	35%	\$6,900.00
Category 4	421889	F3 Cam 35mm 850nm - POE	Selex ES Inc.	421889	Each	\$10,615.38	35%	\$6,900.00
Category 4	421890	F3 Cam 50mm 850nm - POE	Selex ES Inc.	421890	Each	\$10,615.38	35%	\$6,900.00

PC69032
Selex ES, Inc.
Effective June 1, 2020

HS AEL CATEGORY NUMBER	Contract Item Number	Item Description	Manufacturer Name	Manufacturer Part Number	Unit of Measure (ie. Each/Case)	List Price	HIRE Contract Discount %	HIRE Contract Price
Category 4	421891	F3 Cam 75mm 850nm - POE	Selex ES Inc.	421891	Each	\$10,615.38	35%	\$6,900.00
Category 4	421894	F3 Cam 12mm 850nm - POE	Selex ES Inc.	421894	Each	\$10,615.38	35%	\$6,900.00
Category 3	421895	Solar Panel Kit MPH Trailer	Selex ES Inc.	421895	Each	\$6,500.00	35%	\$4,225.00
Category 4	421896	F3 Cam 12mm 740nm - POE	Selex ES Inc.	421896	Each	\$10,615.39	35%	\$6,900.00
Category 4	421897	F3 Cam 16mm 740nm - POE	Selex ES Inc.	421897	Each	\$10,615.39	35%	\$6,900.00
Category 4	421898	F3 Cam 25mm 740nm - POE	Selex ES Inc.	421898	Each	\$10,615.39	35%	\$6,900.00
Category 4	421899	F3 Cam 35mm 740nm - POE	Selex ES Inc.	421899	Each	\$10,615.39	35%	\$6,900.00
Category 4	421900	F3 Cam 50mm 740nm - POE	Selex ES Inc.	421900	Each	\$10,615.39	35%	\$6,900.00
Category 4	421907	Power Supply Assembly - 12VDC 600W	Selex ES Inc.	421907	Each	\$923.08	35%	\$600.00
Category 4	421908	F3 FCU Asm (411937 retrofit)	Selex ES Inc.	421908	Each	\$13,076.92	35%	\$8,500.00
Category 4	421909	F3 FCU Asm (411937 retrofit) - Wireless	Selex ES Inc.	421909	Each	\$13,076.92	35%	\$8,500.00
Category 4	421910	Pickup Mount Asm - M6 - Ford	Selex ES Inc.	421910	Each	\$446.15	35%	\$290.00
Category 4	421911	Pickup Mount Asm - M6 - Chevy, Dodge	Selex ES Inc.	421911	Each	\$269.23	35%	\$175.00
Category 4	421915	F3 Cam 12mm 528nm - 12VDC	Selex ES Inc.	421915	Each	\$10,615.38	35%	\$6,900.00
Category 4	421916	F3 Cam 16mm 528nm - 12VDC	Selex ES Inc.	421916	Each	\$10,615.38	35%	\$6,900.00
Category 4	421917	F3 Cam 25mm 528nm - 12VDC	Selex ES Inc.	421917	Each	\$10,615.38	35%	\$6,900.00
Category 4	421918	F3 Cam 50mm 528nm - 12VDC	Selex ES Inc.	421918	Each	\$10,615.38	35%	\$6,900.00
Category 4	421919	F3 Cam 75mm 528nm - 12VDC	Selex ES Inc.	421919	Each	\$10,615.38	35%	\$6,900.00
Category 4	421920	M7 Trunk box, 1-2 Cameras	Selex ES Inc.	421920	Each	\$4,584.62	35%	\$2,980.00
Category 4	421921	F3 Cam 12mm 740nm - 12VDC	Selex ES Inc.	421921	Each	\$10,615.38	35%	\$6,900.00
Category 4	421922	F3 Cam 16mm 740nm - 12VDC	Selex ES Inc.	421922	Each	\$10,615.38	35%	\$6,900.00
Category 4	421923	F3 Cam 25mm 740nm - 12VDC	Selex ES Inc.	421923	Each	\$10,615.38	35%	\$6,900.00
Category 4	421924	F3 Cam 35mm 740nm - 12VDC	Selex ES Inc.	421924	Each	\$10,615.38	35%	\$6,900.00
Category 4	421925	F3 Cam 50mm 740nm - 12VDC	Selex ES Inc.	421925	Each	\$10,615.38	35%	\$6,900.00
Category 4	421926	F3 Cam 75mm 740nm - 12VDC	Selex ES Inc.	421926	Each	\$10,615.38	35%	\$6,900.00
Category 4	421927	F3 Cam 12mm 850nm - 12VDC	Selex ES Inc.	421927	Each	\$10,615.38	35%	\$6,900.00
Category 4	421928	F3 Cam 16mm 850nm - 12VDC	Selex ES Inc.	421928	Each	\$10,615.38	35%	\$6,900.00
Category 4	421929	F3 Cam 25mm 850nm - 12VDC	Selex ES Inc.	421929	Each	\$10,615.38	35%	\$6,900.00
Category 4	421930	F3 Cam 35mm 850nm - 12VDC	Selex ES Inc.	421930	Each	\$10,615.38	35%	\$6,900.00
Category 4	421931	F3 Cam 50mm 850nm - 12VDC	Selex ES Inc.	421931	Each	\$10,615.38	35%	\$6,900.00
Category 4	421932	F3 Cam 75mm 850nm - 12VDC	Selex ES Inc.	421932	Each	\$10,615.38	35%	\$6,900.00
Category 4	421933	F3 Cam 12mm 528nm - POE	Selex ES Inc.	421933	Each	\$10,615.38	35%	\$6,900.00
Category 4	421934	F3 Cam 16mm 528nm - POE	Selex ES Inc.	421934	Each	\$10,615.38	35%	\$6,900.00
Category 4	421935	F3 Cam 25mm 528nm - POE	Selex ES Inc.	421935	Each	\$10,615.38	35%	\$6,900.00
Category 4	421936	F3 Cam 35mm 528nm - POE	Selex ES Inc.	421936	Each	\$10,615.38	35%	\$6,900.00
Category 4	421937	F3 Cam 50mm 528nm - POE	Selex ES Inc.	421937	Each	\$10,615.38	35%	\$6,900.00
Category 4	421938	F3 Cam 75mm 528nm - POE	Selex ES Inc.	421938	Each	\$10,615.38	35%	\$6,900.00
Category 4	421939	M7 Cam 12mm 740nm	Selex ES Inc.	421939	Each	\$5,684.62	35%	\$3,695.00
Category 4	421940	M7 Cam 16mm 740nm (Left hand)	Selex ES Inc.	421940	Each	\$5,684.62	35%	\$3,695.00
Category 4	421941	M7 Cam 25mm 740nm	Selex ES Inc.	421941	Each	\$5,684.62	35%	\$3,695.00
Category 4	421942	M7 Cam 12mm 870nm	Selex ES Inc.	421942	Each	\$5,684.62	35%	\$3,695.00
Category 4	421943	M7 Cam 16mm 870nm (Left hand)	Selex ES Inc.	421943	Each	\$5,684.62	35%	\$3,695.00
Category 4	421944	M7 Cam 25mm 870nm	Selex ES Inc.	421944	Each	\$5,684.62	35%	\$3,695.00
Category 4	421945	M7 Cam 8mm 740nm	Selex ES Inc.	421945	Each	\$5,684.62	35%	\$3,695.00
Category 4	421946	M7 Cam 8mm 870nm	Selex ES Inc.	421946	Each	\$5,684.62	35%	\$3,695.00

PC69032
Selex ES, Inc.
Effective June 1, 2020

ITEM CATEGORY NUMBER	Manufacturer Item Number	Item Description	Manufacturer Name	Manufacturer Item Number	Unit of Measure (if Each/Case)	List Price	HIRE Contract Discount %	HIRE Contract Price
Category 4	421948	M7 Cam 16mm 740nm (Right hand)	Selex ES Inc.	421948	Each	\$5,684.62	35%	\$3,695.00
Category 4	421949	M7 Cam 16mm 870nm (Right hand)	Selex ES Inc.	421949	Each	\$5,684.62	35%	\$3,695.00
Category 4	421950	F3 Cam 8mm 740nm - POE	Selex ES Inc.	421950	Each	\$10,615.38	35%	\$6,900.00
Category 4	421951	F3 Cam 8mm 850nm - POE	Selex ES Inc.	421951	Each	\$10,615.38	35%	\$6,900.00
Category 4	421952	F3 FCU MINI	Selex ES Inc.	421952	Each	\$4,292.31	35%	\$2,790.00
Category 4	421956	F3 Cam 8mm 740nm - 12VDC	Selex ES Inc.	421956	Each	\$10,615.38	35%	\$6,900.00
Category 4	421957	F3 Cam 8mm 850nm - 12VDC	Selex ES Inc.	421957	Each	\$10,615.38	35%	\$6,900.00
Category 4	421958	Airlink MP70 FirstNet Assembly for FCUs	Selex ES Inc.	421958	Each	\$3,161.54	35%	\$2,055.00
Category 4	421961	HANGING MOUNT 2 CAMERA - TOP MOUNT	Selex ES Inc.	421961	Each	\$1,661.54	35%	\$1,080.00
Category 4	421962	F3 POE FCU-Retrofit Kit	Selex ES Inc.	421962	Each	\$1,707.69	35%	\$1,110.00
Category 4	421964	ANGLE 2 POC MOUNT (120 in TUBE) - 2 Cam	Selex ES Inc.	421964	Each	\$2,738.46	35%	\$1,780.00
Category 4	421965	F3 FCU POE on a Plate	Selex ES Inc.	421965	Each	\$7,492.31	35%	\$4,870.00
Category 4	421966	VPH FCU 4 Camera Box	Selex ES Inc.	421966	Each	\$7,830.77	35%	\$5,090.00
Category 4	421968	VPH FCU Lite	Selex ES Inc.	421968	Each	\$4,923.08	35%	\$3,200.00
Category 4	510120	Ghost Team System Software	Selex ES Inc.	510120	Each	\$5,384.62	35%	\$3,500.00
Category 4	510150	Time Parking Enforcement Software	Selex ES Inc.	510150	Each	\$7,692.31	35%	\$5,000.00
Category 4	510151	Permit Parking Enforcement Software	Selex ES Inc.	510151	Each	\$7,692.31	35%	\$5,000.00
Category 4	510155	PE-TE Parking Enforcement Software	Selex ES Inc.	510155	Each	\$12,307.69	35%	\$8,000.00
Category 4	510160	Data Acquisition Package	Selex ES Inc.	510160	Each	\$846.15	35%	\$550.00
Category 4	510322	API Development Kit	Selex ES Inc.	510322	Each	\$5,384.62	35%	\$3,500.00
Category 4	510323	EOC 5.X Speed Feature License	Selex ES Inc.	510323	Each	\$346.15	35%	\$225.00
Category 4	510324	API Run-Time License Fee	Selex ES Inc.	510324	Each	\$423.08	35%	\$275.00
Category 4	510510	VPH Base License	Selex ES Inc.	510510	Each	\$3,384.62	35%	\$2,200.00
Category 4	510511	VPH License Renewal (annual)	Selex ES Inc.	510511	Each	\$3,384.62	35%	\$2,200.00
Category 4	510512	VPH Arabic License	Selex ES Inc.	510512	Each	\$8,092.31	35%	\$5,260.00
Category 4	510513	VPH Arabic License Renewal (annual)	Selex ES Inc.	510513	Each	\$769.23	35%	\$500.00
Category 4	510808	C2P Base License	Selex ES Inc.	510808	Each	\$2,615.38	35%	\$1,700.00
Category 4	510809	C2P Node License	Selex ES Inc.	510809	Each	\$915.38	35%	\$595.00
Category 4	510810	1 Year C2P Base License Upgrade Support	Selex ES Inc.	510810	Each	\$2,615.38	35%	\$1,700.00
Category 4	510811	2 Year C2P Base License Upgrade Support	Selex ES Inc.	510811	Each	\$2,615.38	35%	\$1,700.00
Category 4	510812	1 Year C2P Node License Upgrade Support	Selex ES Inc.	510812	Each	\$915.38	35%	\$595.00
Category 4	510813	2 Year C2P Node License Upgrade Support	Selex ES Inc.	510813	Each	\$915.38	35%	\$595.00
Category 4	520004	Annual Support, Software Upgrades, and Hotlists for year 5 and beyond	Selex ES Inc.	520004	Each	\$1,530.77	35%	\$995.00
Category 4	520150	Parking Enforcer SW Warranty	Selex ES Inc.	520150	Each	\$1,538.46	35%	\$1,000.00
Category 4	520151	Parking Enforcer PE/TE SW Warranty	Selex ES Inc.	520151	Each	\$2,461.54	35%	\$1,600.00
Category 4	530050	Hosted Make Type Color Service - Small	Selex ES Inc.	530050	Each	\$9,515.38	35%	\$6,185.00
Category 4	530051	Hosted Make Type Color Service - Medium	Selex ES Inc.	530051	Each	\$18,480.00	35%	\$12,012.00
Category 4	530052	Hosted Make Type Color Service - Large	Selex ES Inc.	530052	Each	\$27,441.54	35%	\$17,837.00
Category 4	530053	Hosted Make Type Color Service - X-Large	Selex ES Inc.	530053	Each	\$36,403.08	35%	\$23,662.00
Category 4	530054	Hosted Make Type Color Service - Custom	Selex ES Inc.	530054	Each	\$45,364.62	35%	\$29,487.00
Category 4	530058	Hosted Make Type Color Service License - initial year 1	Selex ES Inc.	530058	Each	\$4,615.38	35%	\$3,000.00
Category 4	530059	Hosted Make Type Color License Renewal - 1 year	Selex ES Inc.	530059	Each	\$1,384.62	35%	\$900.00
Category 3	140001-TP	ELSAG Plate Hunter MS-2 Port TB	Selex ES Inc.	140001-TP	Each	\$19,015.38	35%	\$12,360.00
Category 3	140001-Upgrade	ELSAG Plate Hunter MS 1 cam upgrade	Selex ES Inc.	140001-Upgrade	Each	\$8,000.00	35%	\$5,200.00
Category 4	140002-AR	MPH-900 AD3M Refurbished - 2 Cam	Selex ES Inc.	140002-AR	Each	\$10,000.00	35%	\$6,500.00

PC69032
Selex ES, Inc.
Effective June 1, 2020

BUYER CATEGORY NUMBER	Manufacturer Item Number	Item Description	Manufacturer Name	Manufacturer Item Number	Unit of Measure (ie. Each Case)	Unit Price	HIRE Contract Discount %	HIRE Contract Price
Category 3	140301B	Radar Trailer w/1 Camera Basic Model	Selex ES Inc.	140301B	Each	\$25,738.46	35%	\$16,730.00
Category 3	140301P	Radar Trailer w/1 Camera Pocket Model	Selex ES Inc.	140301P	Each	\$25,815.38	35%	\$16,780.00
Category 3	140301U	Radar Trailer w/1 Camera Upgrade Model	Selex ES Inc.	140301U	Each	\$25,738.46	35%	\$16,730.00
Category 3	140302B	Radar Trailer w/ 2 Camera Basic Model	Selex ES Inc.	140302B	Each	\$25,815.38	35%	\$16,780.00
Category 3	140302U	Radar Trailer w/ 2 Camera Upgrade Model	Selex ES Inc.	140302U	Each	\$25,815.38	35%	\$16,780.00
Category 3	140332P	Message Board Full w/Battery upgrade	Selex ES Inc.	140332P	Each	\$79,230.77	35%	\$51,500.00
Category 3	140335P	Message Board Full 3 Line-1 Camera	Selex ES Inc.	140335P	Each	\$54,653.85	35%	\$35,525.00
Category 3	140336P	Message Board Full 3 Line - 2 Camera	Selex ES Inc.	140336P	Each	\$56,684.62	35%	\$36,845.00
Category 4	210003-E	Engineering Day - Engineering	Selex ES Inc.	210003-E	Each	\$1,923.08	35%	\$1,250.00
Category 4	210003-F	Engineering Day - Field Support	Selex ES Inc.	210003-F	Each	\$1,923.08	35%	\$1,250.00
Category 4	210003-H	Engineering Day - Helpdesk	Selex ES Inc.	210003-H	Each	\$1,923.08	35%	\$1,250.00
Category 4	210003-P	Engineering Day - Professional Services	Selex ES Inc.	210003-P	Each	\$2,953.85	35%	\$1,920.00
Category 4	210003-PMO	Engineering Day - Project Management	Selex ES Inc.	210003-PMO	Each	\$1,923.08	35%	\$1,250.00
Category 4	210005-E	Engineering Hour - Engineering	Selex ES Inc.	210005-E	Each	\$246.15	35%	\$160.00
Category 4	210005-F	Engineering Hour - Field Support	Selex ES Inc.	210005-F	Each	\$246.15	35%	\$160.00
Category 4	210005-H	Engineering Hour - Helpdesk	Selex ES Inc.	210005-H	Each	\$246.15	35%	\$160.00
Category 4	210005-P	Engineering Hour - Professional Services	Selex ES Inc.	210005-P	Each	\$369.23	35%	\$240.00
Category 4	210005-PMO	Engineering Hourly - Project Management	Selex ES Inc.	210005-PMO	Each	\$246.15	35%	\$160.00
Category 4	410109-B	Magnets with Blk Powder Coat	Selex ES Inc.	410109-B	Each	\$15.38	35%	\$10.00
Category 4	410300AR	AD3M Cam 16MM 740NM - REP	Selex ES Inc.	410300AR	Each	\$10,084.62	35%	\$6,555.00
Category 4	410301AR	AD3M Cam 25MM 740NM - REP	Selex ES Inc.	410301AR	Each	\$10,084.62	35%	\$6,555.00
Category 4	410395-10	Cable 10ft FG Pigtail	Selex ES Inc.	410395-10	Each	\$461.54	35%	\$300.00
Category 4	410395-100	Cable 100ft FG Pigtail	Selex ES Inc.	410395-100	Each	\$1,600.00	35%	\$1,040.00
Category 4	410395-105	Cable 105ft FG Pigtail	Selex ES Inc.	410395-105	Each	\$1,669.23	35%	\$1,085.00
Category 4	410395-110	Cable 110ft FG Pigtail	Selex ES Inc.	410395-110	Each	\$1,730.77	35%	\$1,125.00
Category 4	410395-115	Cable 115ft FG Pigtail	Selex ES Inc.	410395-115	Each	\$1,792.31	35%	\$1,165.00
Category 4	410395-120	Cable 120ft FG Pigtail	Selex ES Inc.	410395-120	Each	\$1,646.15	35%	\$1,070.00
Category 4	410395-125	Cable 125ft FG Pigtail	Selex ES Inc.	410395-125	Each	\$1,923.08	35%	\$1,250.00
Category 4	410395-130	Cable 130ft FG Pigtail	Selex ES Inc.	410395-130	Each	\$1,753.85	35%	\$1,140.00
Category 4	410395-135	Cable 135ft FG Pigtail	Selex ES Inc.	410395-135	Each	\$1,807.69	35%	\$1,175.00
Category 4	410395-140	Cable 140ft FG Pigtail	Selex ES Inc.	410395-140	Each	\$1,861.54	35%	\$1,210.00
Category 4	410395-145	Cable 145ft FG Pigtail	Selex ES Inc.	410395-145	Each	\$1,915.38	35%	\$1,245.00
Category 4	410395-15	Cable 15ft FG Pigtail	Selex ES Inc.	410395-15	Each	\$530.77	35%	\$345.00
Category 4	410395-150	Cable 150ft FG Pigtail	Selex ES Inc.	410395-150	Each	\$2,238.46	35%	\$1,455.00
Category 4	410395-155	Cable 155ft FG Pigtail	Selex ES Inc.	410395-155	Each	\$2,030.77	35%	\$1,320.00
Category 4	410395-160	Cable 160ft FG Pigtail	Selex ES Inc.	410395-160	Each	\$2,084.62	35%	\$1,355.00
Category 4	410395-165	Cable 165ft FG Pigtail	Selex ES Inc.	410395-165	Each	\$2,138.46	35%	\$1,390.00
Category 4	410395-170	Cable 170ft FG Pigtail	Selex ES Inc.	410395-170	Each	\$2,192.31	35%	\$1,425.00
Category 4	410395-175	Cable 175ft FG Pigtail	Selex ES Inc.	410395-175	Each	\$2,553.85	35%	\$1,660.00
Category 4	410395-180	Cable 180ft FG Pigtail	Selex ES Inc.	410395-180	Each	\$2,630.77	35%	\$1,710.00
Category 4	410395-185	Cable 185ft FG Pigtail	Selex ES Inc.	410395-185	Each	\$2,700.00	35%	\$1,755.00
Category 4	410395-190	Cable 190ft FG Pigtail	Selex ES Inc.	410395-190	Each	\$2,738.46	35%	\$1,780.00
Category 4	410395-195	Cable 195ft FG Pigtail	Selex ES Inc.	410395-195	Each	\$2,807.69	35%	\$1,825.00

PC69032
Selex ES, Inc.
Effective June 1, 2020

THIS AEL CATEGORY (See Section)	Manufacturer Item Number	Item Description	Manufacturer Name	Manufacturer Item Number	Unit of Measure (ie. Each/Case)	List Price	HWI Contract Discoun. %	HWI Contract Price
Category 4	410395-20	Cable 20 ft FG Pigtail	Selex ES Inc.	410395-20	Each	\$592.31	35%	\$385.00
Category 4	410395-200	Cable 200ft FG Pigtail	Selex ES Inc.	410395-200	Each	\$2,869.23	35%	\$1,865.00
Category 4	410395-205	Cable 205ft FG Pigtail	Selex ES Inc.	410395-205	Each	\$2,953.85	35%	\$1,920.00
Category 4	410395-210	Cable 210ft FG Pigtail	Selex ES Inc.	410395-210	Each	\$2,992.31	35%	\$1,945.00
Category 4	410395-215	Cable 215ft FG Pigtail	Selex ES Inc.	410395-215	Each	\$3,084.62	35%	\$2,005.00
Category 4	410395-220	Cable 220ft FG Pigtail	Selex ES Inc.	410395-220	Each	\$3,146.15	35%	\$2,045.00
Category 4	410395-225	Cable 225ft FG Pigtail	Selex ES Inc.	410395-225	Each	\$3,184.62	35%	\$2,070.00
Category 4	410395-230	Cable 230ft FG Pigtail	Selex ES Inc.	410395-230	Each	\$3,246.15	35%	\$2,110.00
Category 4	410395-235	Cable 235ft FG Pigtail	Selex ES Inc.	410395-235	Each	\$3,338.46	35%	\$2,170.00
Category 4	410395-240	Cable 240ft FG Pigtail	Selex ES Inc.	410395-240	Each	\$3,400.00	35%	\$2,210.00
Category 4	410395-245	Cable 245ft FG Pigtail	Selex ES Inc.	410395-245	Each	\$3,469.23	35%	\$2,255.00
Category 4	410395-25	Cable 25ft FG Pigtail	Selex ES Inc.	410395-25	Each	\$653.85	35%	\$425.00
Category 4	410395-250	Cable 250ft FG Pigtail	Selex ES Inc.	410395-250	Each	\$3,500.00	35%	\$2,275.00
Category 4	410395-255	Cable 255ft FG Pigtail	Selex ES Inc.	410395-255	Each	\$3,300.00	35%	\$2,145.00
Category 4	410395-260	Cable 260ft FG Pigtail	Selex ES Inc.	410395-260	Each	\$3,361.54	35%	\$2,185.00
Category 4	410395-270	Cable 270ft FG Pigtail	Selex ES Inc.	410395-270	Each	\$3,476.92	35%	\$2,260.00
Category 4	410395-280	Cable 280ft FG Pigtail	Selex ES Inc.	410395-280	Each	\$3,592.31	35%	\$2,335.00
Category 4	410395-30	Cable 30ft FG Pigtail	Selex ES Inc.	410395-30	Each	\$707.69	35%	\$460.00
Category 4	410395-35	Cable 35ft FG Pigtail	Selex ES Inc.	410395-35	Each	\$784.62	35%	\$510.00
Category 4	410395-40	Cable 40ft FG Pigtail	Selex ES Inc.	410395-40	Each	\$776.92	35%	\$505.00
Category 4	410395-45	Cable 45ft FG Pigtail	Selex ES Inc.	410395-45	Each	\$907.69	35%	\$590.00
Category 4	410395-5	Cable 5ft FG Pigtail	Selex ES Inc.	410395-5	Each	\$400.00	35%	\$260.00
Category 4	410395-50	Cable 50ft FG Pigtail	Selex ES Inc.	410395-50	Each	\$969.23	35%	\$630.00
Category 4	410395-55	Cable 55ft FG Pigtail	Selex ES Inc.	410395-55	Each	\$1,030.77	35%	\$670.00
Category 4	410395-58	Cable 58ft FG Pigtail	Selex ES Inc.	410395-58	Each	\$1,069.23	35%	\$695.00
Category 4	410395-60	Cable 60ft FG Pigtail	Selex ES Inc.	410395-60	Each	\$1,100.00	35%	\$715.00
Category 4	410395-65	Cable 65ft FG Pigtail	Selex ES Inc.	410395-65	Each	\$1,161.54	35%	\$755.00
Category 4	410395-70	Cable 70ft FG Pigtail	Selex ES Inc.	410395-70	Each	\$1,223.08	35%	\$795.00
Category 4	410395-75	Cable 75ft FG Pigtail	Selex ES Inc.	410395-75	Each	\$1,284.62	35%	\$835.00
Category 4	410395-80	Cable 80ft FG Pigtail	Selex ES Inc.	410395-80	Each	\$1,353.85	35%	\$880.00
Category 4	410395-85	Cable 85ft FG Pigtail	Selex ES Inc.	410395-85	Each	\$1,415.38	35%	\$920.00
Category 4	410395-90	Cable 90ft FG Pigtail	Selex ES Inc.	410395-90	Each	\$1,476.92	35%	\$960.00
Category 4	410395-95	Cable 95ft FG Pigtail	Selex ES Inc.	410395-95	Each	\$1,538.46	35%	\$1,000.00
Category 4	410510-175	F2 Camera Cable - 175 FT	Selex ES Inc.	410510-175	Each	\$2,646.15	35%	\$1,720.00
Category 4	410510-5	AD-M3 - Fixed Camera Cable 5ft	Selex ES Inc.	410510-5	Each	\$453.85	35%	\$295.00
Category 4	411225-20	Dual Cam w/LP 20'	Selex ES Inc.	411225-20	Each	1853.85	35%	\$1,205.00
Category 4	411409-1	Class 1 EOC Server System	Selex ES Inc.	411409-1	Each	\$1,530.77	35%	\$995.00
Category 4	411409-10	Class 10 EOC Server System	Selex ES Inc.	411409-10	Each	\$192,300.00	35%	\$124,995.00
Category 4	411409-2	Class 2 EOC Server System	Selex ES Inc.	411409-2	Each	\$10,692.31	35%	\$6,950.00
Category 4	411409-3	Class 3 EOC Server System	Selex ES Inc.	411409-3	Each	\$15,376.92	35%	\$9,995.00
Category 4	411409-4	Class 4 EOC Server System	Selex ES Inc.	411409-4	Each	\$23,069.23	35%	\$14,995.00
Category 4	411409-5	Class 5 EOC Server System	Selex ES Inc.	411409-5	Each	\$30,761.54	35%	\$19,995.00
Category 4	411409-6	Class 6 EOC Server System	Selex ES Inc.	411409-6	Each	\$38,453.85	35%	\$24,995.00
Category 4	411409-7	Class 7 EOC Server System	Selex ES Inc.	411409-7	Each	\$76,915.38	35%	\$49,995.00
Category 4	411409-8	Class 8 EOC Server System	Selex ES Inc.	411409-8	Each	\$115,376.92	35%	\$74,995.00

PC69032
Selex ES, Inc.
Effective June 1, 2020

Category	Contract Item Number	Item Description	Manufacturer Name	Manufacturer Item Number	Unit of Measure (as Entered)	Unit Price	DISCOUNT %	NET Contract Price
Category 4	411409-9	Class 9 EOC Server System	Selex ES Inc.	411409-9	Each	\$153,838.46	35%	\$99,995.00
Category 4	411409-H1	Class 1 EOC Server Hosting	Selex ES Inc.	411409-H1	Each	\$1,530.77	35%	\$995.00
Category 4	411409-H10	Class 10 EOC Server Hosting	Selex ES Inc.	411409-H10	Each	\$192,300.00	35%	\$124,995.00
Category 4	411409-H2	Class 2 EOC Server Hosting	Selex ES Inc.	411409-H2	Each	\$7,684.62	35%	\$4,995.00
Category 4	411409-H3	Class 3 EOC Server Hosting	Selex ES Inc.	411409-H3	Each	\$15,376.92	35%	\$9,995.00
Category 4	411409-H4	Class 4 EOC Server Hosting	Selex ES Inc.	411409-H4	Each	\$23,069.23	35%	\$14,995.00
Category 4	411409-H5	Class 5 EOC Server Hosting	Selex ES Inc.	411409-H5	Each	\$30,761.54	35%	\$19,995.00
Category 4	411409-H6	Class 6 EOC Server Hosting	Selex ES Inc.	411409-H6	Each	\$38,453.85	35%	\$24,995.00
Category 4	411409-H7	Class 7 EOC Server Hosting	Selex ES Inc.	411409-H7	Each	\$76,915.38	35%	\$49,995.00
Category 4	411409-H8	Class 8 EOC Server Hosting	Selex ES Inc.	411409-H8	Each	\$115,376.92	35%	\$74,995.00
Category 4	411409-H9	Class 9 EOC Server Hosting	Selex ES Inc.	411409-H9	Each	\$153,838.46	35%	\$99,995.00
Category 4	411916-175	175 FOOT TRIGGER CABLE, REEL	Selex ES Inc.	411916-175	Each	\$2,576.92	35%	\$1,675.00
Category 4	412014-39.5	12m FG PIGTAIL ROHS CABLE	Selex ES Inc.	412014-39.5	Each	\$923.08	35%	\$600.00
Category 4	412519-12	12ft Flat Transportable Camera Cable	Selex ES Inc.	412519-12	Each	\$676.92	35%	\$440.00
Category 4	412519-16	16ft Flat Transportable Camera Cables	Selex ES Inc.	412519-16	Each	\$753.85	35%	\$490.00
Category 4	412519-20	20ft Flat Transportable Camera Cable	Selex ES Inc.	412519-20	Each	\$30.77	35%	\$540.00
Category 4	412519-22	22ft Flat Transportable Camera Cable	Selex ES Inc.	412519-22	Each	869.23	35%	\$565.00
Category 4	412519-4	4' Flat H6 CABLE	Selex ES Inc.	412519-4	Each	\$538.46	35%	\$350.00
Category 4	412520-12	12ft Flat Trans Cbl w/90-4:30	Selex ES Inc.	412520-12	Each	\$753.85	35%	\$490.00
Category 4	412520-16	16ft Flat Trans Cbl w/90-4:30	Selex ES Inc.	412520-16	Each	846.15	35%	\$550.00
Category 4	412520-20	20ft Flat Trans Cbl w/90-4:30	Selex ES Inc.	412520-20	Each	\$923.08	35%	\$600.00
Category 4	412520-22	22ft Flat Trans Cbl w/90-4:30	Selex ES Inc.	412520-22	Each	946.15	35%	\$615.00
Category 4	412520-5	5FT FLAT TRANS CABLE W/90-4:30	Selex ES Inc.	412520-5	Each	\$638.46	35%	\$415.00
Category 4	412521-12	12ft Flat Trans Cbl w/90-7:30	Selex ES Inc.	412521-12	Each	753.85	35%	\$490.00
Category 4	412521-16	16ft Flat Trans Cbl w/90-7:30	Selex ES Inc.	412521-16	Each	846.15	35%	\$550.00
Category 4	412521-20	20ft Flat Trans Cbl w/90-7:30	Selex ES Inc.	412521-20	Each	923.08	35%	\$600.00
Category 4	412521-22	22ft Flat Trans Cbl w/90-7:30	Selex ES Inc.	412521-22	Each	946.15	35%	\$615.00
Category 4	412624-16	F2 LP Bulkhead Cable 16ft	Selex ES Inc.	412624-16	Each	\$684.62	35%	\$445.00
Category 4	412868-100	Triggered Fixed Cable XVS9 100ft	Selex ES Inc.	412868-100	Each	\$1,976.92	35%	\$1,285.00
Category 4	412868-15	Triggered Fixed Cable XVS9 15ft	Selex ES Inc.	412868-15	Each	\$538.46	35%	\$350.00
Category 4	412868-150	Triggered Fixed Cable XVS9 150ft	Selex ES Inc.	412868-150	Each	\$2,792.31	35%	\$1,815.00
Category 4	412868-250	Triggered Fixed Cable XVS9 250ft	Selex ES Inc.	412868-250	Each	\$4,430.77	35%	\$2,880.00
Category 4	412925-12	12ft Flat Puma Transportable Cam Cable	Selex ES Inc.	412925-12	Each	\$769.23	35%	\$500.00
Category 4	412988-100	Trigger Relay Cable	Selex ES Inc.	412988-100	Each	\$315.38	35%	\$205.00
Category 4	412988-250	Trigger Relay Cable	Selex ES Inc.	412988-250	Each	\$776.92	35%	\$505.00
Category 4	412988-50	Trigger Relay Cable	Selex ES Inc.	412988-50	Each	\$161.54	35%	\$105.00
Category 4	412990-100	Trigger Communication Cable	Selex ES Inc.	412990-100	Each	\$530.77	35%	\$345.00
Category 4	413001-50	Trigger Output Cable 50ft	Selex ES Inc.	413001-50	Each	\$215.38	35%	\$140.00
Category 4	413223-1000	Cat5e Ethernet Cable - F3 - 1000ft	Selex ES Inc.	413223-1000	Each	\$415.38	35%	\$270.00
Category 4	413223-250	Cat5e Ethernet Cable - F3 - 250ft	Selex ES Inc.	413223-250	Each	\$238.46	35%	\$155.00
Category 4	413223-500	Cat5e Ethernet Cable - F3 - 500ft	Selex ES Inc.	413223-500	Each	\$400.00	35%	\$260.00
Category 4	413223-FT	Cat5e Ethernet Cable by the Foot - F3	Selex ES Inc.	413223-FT	Each	\$1.54	35%	\$1.00
Category 4	413308-12	M7 Transportable Camera Cable - 12FT	Selex ES Inc.	413308-12	Each	\$561.54	35%	\$365.00
Category 4	413308-16	M7 Transportable Camera Cable - 16FT	Selex ES Inc.	413308-16	Each	\$615.38	35%	\$400.00
Category 4	413308-20	M7 Transportable Camera Cable - 20FT	Selex ES Inc.	413308-20	Each	\$661.54	35%	\$430.00

PC69032
Selex ES, Inc.
Effective June 1, 2020

DHS AEL CATEGORY NUMBER	Contract Item Number	Item Description	Manufacturer Name	Manufacturer Item Number	Unit of Measure (ie. Each/Case)	List Price	HIRE Contract Discount %	HIRE Contract Price
Category 4	413308-22	M7 Transportable Camera Cable - 22FT	Selex ES Inc.	413308-22	Each	\$692.31	35%	\$450.00
Category 4	413350-16	M7 Perm Camera Cable w/LP Bulkhead 16ft	Selex ES Inc.	413350-16	Each	\$746.15	35%	\$485.00
Category 4	413351-16	M7 Dual Camera Cable w/ LP Bulkhead 16ft	Selex ES Inc.	413351-16	Each	\$1,600.00	35%	\$1,040.00
Category 4	413351-20	M7 Dual Camera Cable w/ LP Bulkhead 20ft	Selex ES Inc.	413351-20	Each	\$1,676.92	35%	\$1,090.00
Category 4	413352-12	M7 Transp. Cam Cable W/90-4:30 12FT	Selex ES Inc.	413352-12	Each	\$630.77	35%	\$410.00
Category 4	413352-16	M7 Transp. Cam Cable W/90-4:30 16FT	Selex ES Inc.	413352-16	Each	\$669.23	35%	\$435.00
Category 4	413352-20	M7 Transp. Cam Cable W/90-4:30 20FT	Selex ES Inc.	413352-20	Each	\$707.69	35%	\$460.00
Category 4	413352-22	M7 Transp. Cam Cable W/90-4:30 22FT	Selex ES Inc.	413352-22	Each	\$730.77	35%	\$475.00
Category 4	413353-12	M7 Transp. Cam Cable W/90-7:30 12FT	Selex ES Inc.	413353-12	Each	\$630.77	35%	\$410.00
Category 4	413353-16	M7 Transp. Cam Cable W/90-7:30 16FT	Selex ES Inc.	413353-16	Each	\$669.23	35%	\$435.00
Category 4	413353-20	M7 Transp. Cam Cable W/90-7:30 20FT	Selex ES Inc.	413353-20	Each	\$707.69	35%	\$460.00
Category 4	413353-22	M7 Transp. Cam Cable W/90-7:30 22FT	Selex ES Inc.	413353-22	Each	\$730.77	35%	\$475.00
Category 4	413356-12	M7 Triple Camera Cable w/ LP 12FT	Selex ES Inc.	413356-12	Each	\$1,953.85	35%	\$1,270.00
Category 4	413356-16	M7 Triple Camera Cable w/ LP 16FT	Selex ES Inc.	413356-16	Each	\$2,092.31	35%	\$1,360.00
Category 4	413878-250	Category 6 Network Cable 250'	Selex ES Inc.	413878-250	Each	\$261.54	35%	\$170.00
Category 4	413878-500	Category 6 Network Cable 500'	Selex ES Inc.	413878-500	Each	\$461.54	35%	\$300.00
Category 4	421332R	AD3-FG Cam 35MM 740NM - Rep	Selex ES Inc.	421332R	Each	\$8,676.92	35%	\$5,640.00
Category 4	421354R	AD3-FG Cam 50MM 740NM - Rep	Selex ES Inc.	421354R	Each	\$8,638.46	35%	\$5,615.00
Category 4	421500R	MS Cam 35mm 740nm Rep	Selex ES Inc.	421500R	Each	\$4,015.38	35%	\$2,610.00
Category 4	421554R	AD3-FH Cam 25/35mm 740nm - Rep	Selex ES Inc.	421554R	Each	\$7,030.77	35%	\$4,570.00
Category 4	421627A	AD3-MS Magnet Multi-Mount include Part# for tether kit 420018	Selex ES Inc.	421627A	Each	\$230.77	35%	\$150.00
Category 4	421678R	AD3-FH Cam 35/50mm 740nm - Rep	Selex ES Inc.	421678R	Each	\$7,453.85	35%	\$4,845.00
Category 3	421752-2	LOW POWER RADAR TRAILER- 2 CAM - Kit	Selex ES Inc.	421752-2	Each	\$9,815.38	35%	\$6,380.00
Category 4	510322-3.X	EOC Operation Center License 3.X	Selex ES Inc.	510322-3.X	Each	\$1,961.54	35%	\$1,275.00
Category 4	510322-5.X	EOC Operation Center License 5.X	Selex ES Inc.	510322-5.X	Each	\$1,961.54	35%	\$1,275.00
Category 4	510322-5.X-HIDTA	Operation Center License 5.X - HIDTA	Selex ES Inc.	510322-5.X-HIDTA	Each	\$1,961.54	35%	\$1,275.00
Category 4	520001-Covert	1 Year Standard Hardware & Software Extended Warranty Covert System	Selex ES Inc.	520001-Covert	Each	\$3,069.23	35%	\$1,995.00
Category 4	520001-DCT	1 Year Standard Hardware & Software Extended Warranty DCT	Selex ES Inc.	520001-DCT	Each	\$7,200.00	35%	\$4,680.00
Category 4	520001-FCU-2	1 Year Standard Hardware & Software Extended Warranty FCU 2	Selex ES Inc.	520001-FCU-2	Each	\$3,684.62	35%	\$2,395.00
Category 4	520001-FCU-Mini	1 Year Standard Hardware & Software Extended Warranty FCU Mini	Selex ES Inc.	520001-FCU-Mini	Each	\$500.00	35%	\$325.00
Category 4	520001-FCU-Standard	1 Year Standard Hardware & Software Extended Warranty FCU Standard	Selex ES Inc.	520001-FCU-Standard	Each	\$938.46	35%	\$610.00
Category 4	520001-FCU-TZB	1 Year Standard Hardware & Software Extended Warranty FCU-TZB	Selex ES Inc.	520001-FCU-TZB	Each	\$1,884.62	35%	\$1,225.00
Category 4	520001-Fixed	1 Year Standard Hardware & Software Extended Warranty Fixed Camera	Selex ES Inc.	520001-Fixed	Each	\$1,723.08	35%	\$1,120.00
Category 4	520001-MOBILE-1	1 Year Std Hardware & SW Ext Warranty	Selex ES Inc.	520001-MOBILE-1	Each	\$2,092.31	35%	\$1,360.00
Category 4	520001-MOBILE-2	1 Year Standard Hardware & Software Extended Warranty Two Camera System	Selex ES Inc.	520001-MOBILE-2	Each	\$2,646.15	35%	\$1,720.00
Category 4	520001-MOBILE-3	1 Year Standard Hardware & Software Extended Warranty Three Camera System	Selex ES Inc.	520001-MOBILE-3	Each	\$2,838.46	35%	\$1,845.00
Category 4	520001-MOBILE-4	1 Year Std Hardware & SW Ext Warranty	Selex ES Inc.	520001-MOBILE-4	Each	\$5,292.31	35%	\$3,440.00
Category 4	520002-GOLD-COVERT	1 Year Gold Hardware & Software Extended Warranty Covert System	Selex ES Inc.	520002-GOLD-COVERT	Each	\$6,138.46	35%	\$3,990.00
Category 4	520002-GOLD-DCT	1 Year Gold Hardware & Software Extended Warranty DCT	Selex ES Inc.	520002-GOLD-DCT	Each	\$14,400.00	35%	\$9,360.00
Category 4	520002-GOLD-FCU-2	1 Year Gold Hardware & Software Extended Warranty FCU 2	Selex ES Inc.	520002-GOLD-FCU-2	Each	\$7,369.23	35%	\$4,790.00
Category 4	520002-GOLD-FCU-MINI	1 Year Gold Hardware & Software Extended Warranty FCU Mini	Selex ES Inc.	520002-GOLD-FCU-MINI	Each	\$1,000.00	35%	\$650.00
Category 4	520002-GOLD-FCU-STD	1 Year Gold Hardware & Software Extended Warranty FCU Standard	Selex ES Inc.	520002-GOLD-FCU-STD	Each	\$1,876.92	35%	\$1,220.00
Category 4	520002-GOLD-FCU-TZB	1 Year Gold Hardware & Software Extended Warranty FCU-TZB	Selex ES Inc.	520002-GOLD-FCU-TZB	Each	\$3,769.23	35%	\$2,450.00
Category 4	520002-GOLD-FIXED	1 Year Gold Hardware & Software Extended Warranty Fixed Camera	Selex ES Inc.	520002-GOLD-FIXED	Each	\$3,446.16	35%	\$2,240.00

PC69032
Selex ES, Inc.
Effective June 1, 2020

DMR AEL CATEGORY NUMBER	Manufacturer Item Number	Item Description	Manufacturer Name	Manufacturer Item Number	Unit of Measure (ie. Each/Case)	List Price	HIRE Contract Discount %	HIRE Contract Price
Category 4	520002-GOLD-MOBILE-2	1 Year Gold Hardware & Software Extended Warranty Two Camera System	Selex ES Inc.	520002-GOLD-MOBILE-2	Each	\$5,292.31	35%	\$3,440.00
Category 4	520002-GOLD-MOBILE-3	1 Year Gold Hardware & Software Extended Warranty Three Camera System	Selex ES Inc.	520002-GOLD-MOBILE-3	Each	\$5,676.92	35%	\$3,690.00
Category 4	520003-GUPG-COVERT	Year 1 Gold Hardware & Software Upgraded Warranty Covert System	Selex ES Inc.	520003-GUPG-COVERT	Each	\$3,069.23	35%	\$1,995.00
Category 4	520003-GUPG-DCT	Year 1 Gold Hardware & Software Upgraded Warranty DCT	Selex ES Inc.	520003-GUPG-DCT	Each	\$7,200.00	35%	\$4,680.00
Category 4	520003-GUPG-FCU-2	Year 1 Gold Hardware & Software Upgraded Warranty FCU 2	Selex ES Inc.	520003-GUPG-FCU-2	Each	\$3,884.62	35%	\$2,395.00
Category 4	520003-GUPG-FCU-MINI	Year 1 Gold Hardware & Software Upgraded Warranty FCU Mini	Selex ES Inc.	520003-GUPG-FCU-MINI	Each	\$500.00	35%	\$325.00
Category 4	520003-GUPG-FCU-STD	Year 1 Gold Hardware & Software Upgraded Warranty FCU Standard	Selex ES Inc.	520003-GUPG-FCU-STD	Each	\$938.46	35%	\$610.00
Category 4	520003-GUPG-FCU-TZB	Year 1 Gold Hardware & Software Upgraded Warranty FCU-TZB	Selex ES Inc.	520003-GUPG-FCU-TZB	Each	\$1,884.62	35%	\$1,225.00
Category 4	520003-GUPG-FIXED	Year 1 Gold Hardware & Software Upgraded Warranty Fixed Camera	Selex ES Inc.	520003-GUPG-FIXED	Each	\$1,723.08	35%	\$1,120.00
Category 4	520003-GUPG-MOBILE-2	Year 1 Gold Hardware & Software Upgraded Warranty Two Camera System	Selex ES Inc.	520003-GUPG-MOBILE-2	Each	\$2,646.15	35%	\$1,720.00
Category 4	520003-GUPG-MOBILE-3	Year 1 Gold Hardware & Software Upgraded Warranty Three Camera System	Selex ES Inc.	520003-GUPG-MOBILE-3	Each	\$2,838.46	35%	\$1,845.00
Category 4	520004-RGS	Software Warranty - Service Plan Regional Group Support 50+	Selex ES Inc.	520004-RGS	Each	\$769.23	35%	\$500.00
Category 4	520004-SOFTWARE-ONLY	Annual Support, SW Upgrades & Hotlists	Selex ES Inc.	520004-SOFTWARE-ONLY	Each	\$1,530.77	35%	\$995.00
Category 4	530001-HOSTED-CS-INSTALL	Hosted EOC Car System Reinstall - Per Car	Selex ES Inc.	530001-HOSTED-CS-INSTALL	Each	\$480.00	35%	\$312.00
Category 4	530001-HOSTED-DISPATCH	Hosted EOC Tech Dispatch for On-Site	Selex ES Inc.	530001-HOSTED-DISPATCH	Each	\$1,923.08	35%	\$1,250.00
Category 4	530001-Hosted-Fixed	Hosted EOC for Fixed Cameras Per TB required from the Capacity Planner for One Year – Minimum 1 TB	Selex ES Inc.	530001-Hosted-Fixed	Each	\$3,692.31	35%	\$2,400.00
Category 4	530001-HOSTED-MOBILE-1-YEAR	Hosted Mobile 1-Year Data Hosted EOC for Mobiles with 1-Year Retention up to 365 days Per vehicle	Selex ES Inc.	530001-HOSTED-MOBILE-1-YEAR	Each	\$923.08	35%	\$600.00
Category 4	530001-HOSTED-MOBILE-2-YEAR	Hosted Mobile 2-Year Data Hosted EOC for Mobiles with 2-Year Retention up to 760 days Per Vehicle	Selex ES Inc.	530001-HOSTED-MOBILE-2-YEAR	Each	\$1,207.69	35%	\$785.00
Category 4	530001-HOSTED-MOBILE-3-YEAR	Hosted Mobile 3-Year Data Hosted EOC for Mobiles with 3-Year Retention up to 1095 days Per Vehicle	Selex ES Inc.	530001-HOSTED-MOBILE-3-YEAR	Each	\$1,492.31	35%	\$970.00
Category 4	530001-HOSTED-MOBILE-4-YEAR	Hosted Mobile 4-Year Data Hosted EOC for Mobiles with 4-Year Retention up to 1460 days Per Vehicle	Selex ES Inc.	530001-HOSTED-MOBILE-4-YEAR	Each	\$1,776.92	35%	\$1,155.00
Category 4	530001-HOSTED-MOBILE-5-YEAR	Hosted Mobile 5-Year Data Hosted EOC for Mobiles with 5-Year Retention up to 1825 days Per Vehicle	Selex ES Inc.	530001-HOSTED-MOBILE-5-YEAR	Each	\$2,061.54	35%	\$1,340.00
Category 4	530001-HOSTED-PROTOCOL-UPDATE	Hosted EOC Camera Protocol Update - Per each fixed camera or mobile system that requires protocols to be adjusted remotely	Selex ES Inc.	530001-HOSTED-PROTOCOL-UPDATE	Each	\$120.00	35%	\$78.00
Category 4	530001-HOSTED-SETUP	Hosted EOC Setup (Up to 25 Users)	Selex ES Inc.	530001-HOSTED-SETUP	Each	\$961.54	35%	\$625.00
Category 4	530001-HOSTED-SUP-DAY	Hosted EOC Support – One Day - Per Days Needed	Selex ES Inc.	530001-HOSTED-SUP-DAY	Each	\$1,923.08	35%	\$1,250.00
Category 4	530001-HOSTED-SUPPORT-HOUR	Hosted EOC Support – One Hour - Per Hours Needed	Selex ES Inc.	530001-HOSTED-SUPPORT-HOUR	Each	\$240.38	35%	\$156.25
Category 4	530001-HOSTED-VPN-Service	Hosted EOC Annual VPN Service	Selex ES Inc.	530001-HOSTED-VPN-Service	Each	\$830.77	35%	\$540.00
Category 4	530001-HOSTED-VPN-Setup	Hosted EOC VPN Setup	Selex ES Inc.	530001-HOSTED-VPN-Setup	Each	\$1,923.08	35%	\$1,250.00
Category 4	RBS4000CU1025WA1004W0E100S1V2G1	UHF 25W rxtx 12Vdc, single reciever, 1GPS, FM Analog, DMR	Selex ES Inc.	RBS4000CU1025WA10 04W0E100S1V2G1	Each	\$16,440.00	10%	\$14,796.00
Category 4	RBS4000CV3025WA1004W0E100S1V2G1	VHF 25W RxTx 12 Vdc, single reciever, 1 GPS FM, Analog	Selex ES Inc.	RBS4000CV3025WA10 04W0E100S1V2G1	Each	\$16,440.00	10%	\$14,796.00
Category 4	RBS4000HV3110WA0C14W0E100S1V2G1	VHF 110W, RxTx, 48Vdc, single reciever, 1 GPS, FM Analog DMR	Selex ES Inc.	RBS4000HV3110WA0C 14W0E100S1V2G1	Each	\$21,280.00	10%	\$19,152.00
Category 4	RBS4000KU2110WA0C14W0E100S1V2G1	UHF 110W, RxTx, 48Vdc, single reciever, 1GPS, FM Analog, DMR	Selex ES Inc.	RBS4000KU2110WA0C 14W0E100S1V2G1	Each	\$21,280.00	10%	\$19,152.00
Category 4	RBS4000KU4110WA0C14W0E100S1V2G1	800Mhz, 110W, RxTx, 48Vdc, single reciever, 1GPS, FM Analog, DMR	Selex ES Inc.	RBS4000KU4110WA0C 14W0E100S1V2G1	Each	\$22,205.00	10%	\$19,984.50
Category 4	RBS4000KU5110WA0C14W0E100S1V2G1	900Mhz, 110W, RxTx, 48Vdc, single reciever, 1GPS, FM Analog, DMR	Selex ES Inc.	RBS4000KU5110WA0C 14W0E100S1V2G1	Each	\$22,205.00	10%	\$19,984.50

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

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June Session of the April Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

11th

day of

June

2020

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby award Contract 16-30SEP20E – Mental Health for Essential Workers to HeartSpace Clinic of Columbia, Missouri.

Terms of the award are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 11th day of June 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: June 9, 2020
RE: Emergency Purchase Agreement: *16-30SEP20E - Mental Health for Essential Workers* with HeartSpace Clinic

Attached for signature is a contract for a non-bid, emergency services contract: *16-30SEP20E - Mental Health for Essential Workers*. This contract will provide mental health support, crisis management and group support to those on the front lines of helping residents who are being impacted by COVID-19 fallout.

Contract is with HeartSpace Clinic of Columbia, Missouri. Total cost of agreement is \$36,345 and will be paid from department 2130 - Community Health / Med (Hospital Lease), account 71100 - Outside Services. We currently have a remaining budget of \$523,632.80.

cc: Contract File



AGREEMENT FOR PURCHASE OF SERVICES
Purchase of Emergency Service Contract
MENTAL HEALTH FOR ESSENTIAL WORKERS

THIS AGREEMENT dated the 11th day of June, 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, hereinafter called "County" and **HeartSpace Clinic** a tax-exempt, not organized for profit organization or governmental entity, hereinafter referred to as HeartSpace Clinic.

WHEREAS, as part of an amendment to the lease agreement dated December 27, 2006, between Boone County Hospital and Barnes Jewish Christian, the County of Boone receives \$500,000 annually for the purposes of addressing community health needs, as determined by the Boone County Commission.

WHEREAS, the County desires to support the greatest possible level of independence and self-sufficiency of Boone County residents by promoting their physical, mental, and social well-being to cultivate a safe and healthy community.

WHEREAS, HeartSpace Clinic has submitted a quote to the County detailing the services and other supports to be provided along with the expected costs thereof; and

WHEREAS, the County has approved the quote in whole or in part as hereinafter set forth.

IN CONSIDERATION of the parties' performance of the respective obligations contained herein, the parties agree as follows:

FUNDING ALLOCATION FOR SERVICES RENDERED BY HEARTSPACE CLINIC

HeartSpace Clinic is expected to the greatest extent possible to maximize funding from all other sources. HeartSpace Clinic shall periodically, upon request, furnish to the County information as to its efforts to obtain such other sources of funding. HeartSpace Clinic shall only request reimbursement for services not reimbursable by any other source. HeartSpace Clinic shall not invoice the County for units of service invoiced to another funding source. HeartSpace Clinic shall provide documentation and assurance to the County that requests for reimbursement from the Community Health Fund (CHF) is not a duplication of reimbursement from any other source of funding.

1. **County Funding Policy.** The County Funding Policy is to be taken as part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** HeartSpace Clinic will perform the services and carry out the activities as set forth in this agreement. This agreement shall consist of Boone County Emergency Declaration Number **16-30SEP20E** (COVID-19), HeartSpace Clinic's quote, Written Clarifications, Work Authorization, Insurance Certificate, and attached Required Clauses from Federal Emergency Management Agency. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions, and requirements contained in this Agreement shall prevail and control over HeartSpace Clinic's quote.

3. **Purchase.** The County agrees to purchase from HeartSpace Clinic and HeartSpace Clinic agrees to furnish **Mental Health for Essential Workers**, as described and in compliance with the attached quote. Services/deliverables shall be provided as outlined in the attached quote and are separate from services provided through Organization's existing agreement through RFP #: 34-18JUL19. The total allowable compensation under this agreement shall not exceed **\$36,345.00** unless compensation for specific identified additional services is authorized and approved by the County in writing in advance of rendition of such services for which additional compensation is requested.

4. **Contract Duration.** This agreement shall commence on the date of award and extend through **December 31, 2020** subject to the provisions for termination specified below. HeartSpace Clinic agrees and understands that the County may require supplemental information to be submitted at the request of the County.

This contract may at the sole discretion of the County and with the agreement of HeartSpace Clinic be extended for one-month periods by written order of the County. HeartSpace Clinic agrees and understands that the County may require supplemental information to be submitted by HeartSpace Clinic prior to any renewal of this agreement.

5. **Billing and Payment.** For the Purchase of Emergency Service Contract, the unit rate for services is the mutually agreed upon unit rate as provided in the table below.

Service Name	Unit Measure	Unit Rate	Proposed # of Units	Total Amount Requested
Crisis Intervention	15 minutes	\$25.00	250	\$6,250.00
Support Group	15 minutes/individual	\$10.00	1,612	\$16,120.00
Individual Therapy – Adult	1 hour	\$53.75	260	\$13,975.00

All billing shall be invoiced to the County monthly by the 10th of the month following the month for which services were provided. The County agrees to pay all monthly statements within thirty days of receipt of a correct and valid invoice/monthly statement. In the event of a billing

dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of HeartSpace Clinic, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **Availability of Funds.** Payments under this contract are dependent upon the availability of funds or as otherwise determined by the County. This contract can be terminated if funding becomes unavailable in whole or in part for cause shown, and the County shall have no obligation to continue payment.

REPORTING, MONITORING, AND MODIFICATION

7. **Reporting.** The County shall utilize this agreement with HeartSpace Clinic's quote to monitor service delivery and program expenditures. HeartSpace Clinic agrees to submit to the County a monthly report with the monthly statement. Payments may be withheld from HeartSpace Clinic if reports designated here are not submitted on time, until such time as the reports are filed and approved. Monthly reporting requirements will include but are not limited to information regarding the number of unduplicated individuals served, consumer demographics, number of units provided, overview of referrals made, needs requested by families, and impact services has on intensity of distress or nervousness of individuals receiving services as described in the Written Clarification.

8. **Audits.** HeartSpace Clinic also agrees to make available to the County a copy of its annual audit within four months after the close of HeartSpace Clinic's fiscal year. The audit must be performed by an independent individual or firm licensed by the Missouri State Board of Accountancy. The audit is to include a complete accounting for funds covered by this agreement in accordance with generally accepted accounting principles. In addition, the County requires that the management report of any audit as it relates to the County program activities be made available to the County as part of the required audit. Payment may be withheld from HeartSpace Clinic, if reports designated here are not made available upon request.

9. **Monitoring.** HeartSpace Clinic agrees to permit the County, the Director of the Community Services Department and any staff of the Community Services Department, or designee of the County to monitor, survey and HeartSpace Clinic's services, activities, programs, and client records, to determine compliance and performance with this contract, except as prohibited by laws protecting client confidentiality. In addition, HeartSpace Clinic hereby agrees that, upon notice of forty-eight (48) hours, it will make available to the County or its designee(s) all records, facilities, and personnel, for auditing, inspection, and interviewing, to determine the status of service, activities and programs covered hereunder, expenditure of CHF funds and all other matters set forth in the contract.

10. **Modification or Amendment.** In the event HeartSpace Clinic requests to make any change, modification, or an amendment to funded services, one-time items, activities, and/or programs covered by this contract, a request of the proposed modification or amendment must

be submitted in writing to the Director of Community Services to share with the County for approval. A board resolution from HeartSpace Clinic may be required with the request. For consideration of a request to modify or amend the contract, requests should be submitted to the Director of the Community Services Department for consideration.

OTHER TERMS OF THIS CONTRACT

11. ***Violation of Client Rights.*** Any alleged case of a violation of a client's rights in a program funded through the Community Health Fund shall be investigated in accordance with HeartSpace Clinic's policies and procedures and in accordance with any local/state/federal regulations. HeartSpace Clinic agrees to notify the County through the Director of Community Services of any such incidents that have been reported to the appropriate governmental body and must also authorize the governmental body to notify the County of any substantiated allegations. HeartSpace Clinic must comply with Missouri law regarding confidentiality of client records.

12. ***Discrimination.*** HeartSpace Clinic will refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply will applicable provisions of federal and state laws, county or municipal statutes or ordinances, which prohibit discrimination in employment and the delivery of services.

13. ***CHF to be used for Services Provided.*** HeartSpace Clinic agrees that the CHF funds shall be used exclusively for the services provided to address community health needs and for administrative costs directly related to HeartSpace Clinic's provision of such services.

14. ***Accreditation/Licensure/Certifications.*** HeartSpace Clinic must comply with all state/federal certification and licensing requirements and all applicable federal, state, and local laws and must remain in "good standing" with the applicable oversight entity.

15. ***Conflict of Interest.*** HeartSpace Clinic agrees that no member of its Board of Directors or its employees now has, or will in the future, have any conflict of interest between himself/herself and HeartSpace Clinic, and this shall include any transaction in HeartSpace Clinic party, including the subject matter of this contract. Missouri law, as this term is used herein, shall define "Conflict of Interest".

16. ***Subcontracts.*** HeartSpace Clinic may enter into subcontracts for components of the contracted service as HeartSpace Clinic deems necessary within the terms of the contract. All such subcontracts require the written approval of the County or their designated representative. In performing all services under the resulting contract agreement, HeartSpace Clinic and subcontractor shall comply with all local, state, and federal laws. Any subcontractor shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

17. **Employment of Unauthorized Aliens Prohibited.** HeartSpace Clinic agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. HeartSpace Clinic shall require each subcontractor to affirmatively state in its Agreement with HeartSpace Clinic that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each subcontractor to provide HeartSpace Clinic a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

18. **Litigation.** HeartSpace Clinic agrees that there is no litigation, claim, consent order, settlement agreement, investigation, challenge, or other proceeding pending or threatened against HeartSpace Clinic or any individual acting on the HeartSpace Clinic's behalf, including subcontractors, which seek to enjoin or prohibit **HeartSpace Clinic** from entering into this contract agreement of performing its obligations under this agreement.

19. **Board Ownership.** If HeartSpace Clinic ceases to be funded by the County or ceases to provide programs and services to address community health needs, pursuant to this contract, all capital equipment, materials, and buildings purchased with CHF funds shall be returned to Boone County unless so otherwise approved by a majority vote of the HeartSpace Clinic. In addition, if HeartSpace Clinic no longer uses capital equipment, materials, or buildings purchased with CHF funds for its original intent, HeartSpace Clinic will need County approval to re-direct the use of such.

20. **Failure to Perform/Default.** In the event HeartSpace Clinic, at anytime, fails or refuses to perform according to the terms of this contract, as determined by the County, such failure or refusal shall constitute a default hereunder, and the County will be relieved of any further obligation to make payments to HeartSpace Clinic as set out herein. This contract will be terminated at the option of the County.

21. **Termination.** This Contract may be terminated, with or without cause, by either party upon seven (7) days written notice to the other party. In addition, this agreement may be terminated by the County upon seven (7) days' advance written notice for any of the following reasons or under any of the following circumstances:

a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or

b. The County may terminate this agreement if key personnel providing services are changed such that in the opinion of the County delivery of services are or will be delayed or impaired, or if services are otherwise not in conformity with proposal specification, or if services are deficient in quality in the sole judgment of the County, or

c. The County may terminate this agreement should HeartSpace Clinic fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, or

d. If appropriations are not made available and budgeted for any calendar year to fund this agreement.

Upon receipt of notice of termination, HeartSpace Clinic shall make every effort to reduce or cancel outstanding commitments and shall incur no additional expenses. The County shall reimburse HeartSpace Clinic for outstanding expenses incurred up to the date of termination, including uncancellable obligations and reasonable termination costs, but in no event, will such costs exceed the total funds presently allocated to this Contract.

22. **Insurance Requirements.** HeartSpace Clinic shall not commence work under this contract until they have obtained all insurance required in this section and such insurance has been approved by the County. All policies shall be in amounts, form, and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

a. **Worker's Compensation and Employers' Liability Insurance:** HeartSpace Clinic shall take out and maintain during the life of this contract, Worker's Compensation and Employers' Liability Insurance for all their employees employed at the site of work, and in case any work is sublet, HeartSpace Clinic shall require the subcontractor similarly to provide Worker's Compensation Insurance and Employers' Liability Insurance for all of the latter's employees unless such employees are covered by the protection afforded by HeartSpace Clinic.

Worker's Compensation and Employers' Liability Insurance coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit.

b. **Comprehensive General Liability Insurance:** HeartSpace Clinic shall take out and maintain during the life of this contract, such Comprehensive General Liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per limit for any one occurrence covering both bodily injury and property damage, including accidental death. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. HeartSpace Clinic shall furnish the County with Certificate(s) of Insurance which name the County of Boone – Missouri as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory written cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

HeartSpace Clinic shall provide the County with proof of Comprehensive General Liability and Property Damage Insurance with the County as additional insured, which shall protect the County against any and all claims which might arise as a result of the operations of HeartSpace Clinic in fulfilling the terms of this contract during the life of the Contract. The minimum limit of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply. Coverage wording shall include hold harmless agreement as written below, subrogation waiver and protection against third party suits to further protect Boone County from liability belonging to HeartSpace Clinic.

c. **Professional Liability Insurance:** HeartSpace Clinic is required to carry Professional Liability Insurance with a limit of no less than \$1,000,000.00 and naming Boone County as additional insured.

d. **Commercial Automobile Liability:** HeartSpace Clinic shall maintain during the life of this contract, Commercial Automobile Liability Insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the HeartSpace Clinic's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

23. **Indemnification.** To the extent permitted under Missouri law, HeartSpace Clinic agrees to hold harmless, defend and indemnify the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of HeartSpace Clinic (meaning anyone, including but not limited to consultants having a contract with HeartSpace Clinic or subcontractor for part of the services), or anyone directly or indirectly employed by HeartSpace Clinic, or of anyone for whose acts HeartSpace Clinic may be liable in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its negligence.

24. **Publicity by HeartSpace Clinic.** HeartSpace Clinic shall notify the County of contact with the media regarding CHF funded programs or profiles of participants in CHF funded programs. HeartSpace Clinic will acknowledge the County as a funding source whenever publicizing CHF funded program. HeartSpace Clinic will collaborate with the County to inform the community about the ways its tax dollars are being invested in services and supports. HeartSpace Clinic agrees to acknowledge the Community Health Fund as a funding source on written and electronic publications including brochures, annual reports, and newsletters.

25. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between the County and HeartSpace Clinic. The County does not recognize any of the HeartSpace Clinic's employees, agents, or volunteers as those of the County.

26. **Binding Effect.** This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

27. **Entire Agreement.** This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and other proposal or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

28. **Record Retention Clause.** HeartSpace Clinic shall keep and maintain all records relating to this contract agreement sufficient to verify the delivery of services in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal.

29. **Notice.** Any written notice or communication to the County shall be mailed or delivered to:

Boone County Purchasing
613 E. Ash Street
Columbia, MO 65201

Any written notice or communication to HeartSpace Clinic shall be mailed or delivered to:

HeartSpace Clinic
201 W. Broadway
Building 2, Suite E
Columbia, MO 65203

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

HeartSpace Clinic

Boone County, Missouri

By: Boone County Commission

DocuSigned by:
Chris Lawrence
By: _____
CB6D5DBCD3D046A...
Signature
Director
By: _____
Printed Name/Title

DocuSigned by:
Daniel K. Atwill
By: _____
BA4B934CED6E4EB...
Presiding Commissioner


APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
J. D. Anhouse
By: _____
7D71DEAEB9D74DD...
County Counselor

DocuSigned by:
Brianna L Lennon by MT
By: _____
7D82DA986BF6495...
County Clerk

AUDITOR CERTIFICATION: In accordance with RSMo. §50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

<p>DocuSigned by:  4147B4E3E1C847D</p>	<p>6/4/2020</p>	<p>(2130/71100/\$36,345.00)</p>
<p>Signature</p>	<p>Date</p>	<p>Appropriation Account</p>

An Affirmative Action/Equal Opportunity Employer

REQUIRED CLAUSES FROM FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

The Federal Emergency Management Agency (FEMA) requires that the following terms and conditions be incorporated in this solicitation and subsequent contract. By submitting a Proposal in response to this solicitation, the vendor acknowledges and agrees to adhere to the specific requirements of these clauses.

ACCESS TO RECORDS

The following access to records requirements applies to the contract:

1. The contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall file the required, attached certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making

of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

a. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fail SECTION 5 – ATTACHMENTS RFP Number: 18-0905 73

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT (\$100K+)

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

ENERGY POLICY AND CONSERVATION ACT

Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

ROYALTIES AND PATENTS

The contractor hereby guarantees that they has full legal right of materials, supplies, equipment, machinery, articles, software or things involved in the contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are, in any way, involved in the contract. It shall be the responsibility of the contractor to pay for all such royalties and costs. The contractor shall hold and save Boone County, Missouri, its officers, agents, servants and employees, harmless from

liability of any kind or nature, including reasonable attorney's fees, for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract. During the pendency of any claim against contractor of County with respect to contractor's ownership and/or authority, the County may withhold payment of any sums otherwise required to be paid hereunder.

CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION

- a. The contractor agrees that all information, data, findings, recommendations, bids, et cetera by whatever name described and in whatever form secured, developed, written or produced by the contractor in furtherance of this contract shall be the property of the County. The contractor shall take such action as is necessary under law to preserve such property rights of the County while such property is within the control and/or custody of the contractor. By this contract, the contractor specifically waives and/or releases to the County any cognizable property right of the contractor to copyright, license, patent or otherwise use such information, data, findings, recommendations, responses, et cetera.
- b. The contractor understands and agrees that data, materials, and information disclosed to contractor may contain confidential and protected data. Therefore, the contractor promises and assures that data, material, and information gathered, based upon or disclosed to the contractor for the purpose of this contract, shall not be disclosed to others or discussed with other parties without the prior written consent of the County.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated

damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request . of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DEBARMENT AND SUSPENSION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the vendor must certify the following, as required by the regulations implementing Executive Order 12549. Contractor's certification is a material representation upon which the contract award was based.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DHS SEAL, LOGOS AND FLAGS

The contractor shall not use the DHS seals, logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

EQUAL EMPLOYMENT OPPORTUNITY (\$10K+)

For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another

employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as SECTION 5 – ATTACHMENTS RFP Number: 18-0905 76 provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to the contract.

COPELAND "ANTI-KICKBACK" ACT (for all construction and repair)

For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

DAVIS-BACON ACT (Construction \$2K+)

Applicability of Davis-Bacon Act - The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).

SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - (construction, \$2K+; employment of mechanics/laborers, \$2,500+)

For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).

REMEDIES

The County shall have all rights and remedies afforded under the U.C.C. and Missouri law in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

TERMINATION

Subject to the provisions below, this Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in

progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

Termination for Convenience - The County may terminate the Contract for convenience at any time in which case the parties shall negotiate reasonable termination costs.

Termination for Cause - In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

Termination Due to Unavailability of Funds in Succeeding Fiscal Years - If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

CHANGES

Alterations, amendments, changes, modifications or additions to the contract shall not be binding on the County without prior written approval.

PROCUREMENT OF RECOVERED MATERIALS

In the performance of the contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DocuSigned by:

Chris Lawrence

CB6D5DBCD3D945A...

Contractor Signature

6/4/2020

Date

Mental Health Support for COVID-19 Front Line Staff

Written Clarifications

The Boone County Community Services Department is currently interested in pursuing funding for Crisis Intervention, Individual Therapy – Adult and Support Groups (not tied to HeartMath).

1. The measurement information does not provide clear information on the measurement tool that will be utilized for each service to be provided. Please provide more information on the tool

The SUDs Rating Scale, or Subjective Units of Distress Scale (SUDs), is used to measure the intensity of distress or nervousness in people. SUDs is a self-assessment tool rated on a scale from 0 to 100. The SUDs is a subjective tool that can be used with descriptors to “anchor” an individual’s ratings to ensure that each person is using a similar scale. This tool will be used to measure subjective distress at the beginning of each service and when the service is completed. It is expected that 75% of individuals will report a decrease in their SUDS score after a service (individual therapy, crisis intervention or support group meeting) is completed.

The information will be collected for each service.

2. The proposal lacked information on how the program will be marketed to the targeted population to be served. Provide more information on how the program will be promoted.

We have a list of professionals and organizations that we will contact with information about the services. These include: FACE; University of MO Social Work Program; Burrell Behavioral Health; Triple P Program; medical staff at both hospitals (we have several connections at both hospitals who will help us to disseminate information); Columbia Public Schools – Susan Jenkins, Director of Counseling Services, and Harrisburg, Hallsville and Ashland Schools (we already have connections with Harrisburg schools).

We have already been in contact with the following individuals about our desire to serve this specialized population: Commissioner Thompson, Kathryn Morgan (Senior Coordinator – Community Health Engagement and Outreach- College of Human Environmental Sciences), Kelli Canada, Danielle Easter (Clinical Director, Integrative Behavioral Health Clinic) and Molly Stebbins (School Psychologist who is in charge of CPS’s mental health plan).

3. We require the unit measure for Support Groups be 15 minutes/individual. We understand there may be some difficulties capturing attendance but we need to know this information. We will require consumer demographics be collected on the individuals to be served in addition to invoicing be per individual that attends a group session. We do not want to pay for a session that is hosted if there is little to no attendance. We ask that the unit rate is lowered to reflect the correct unit measure of 15 minutes/individual. We would also like to see the Support Groups not be narrowed down to particular professions in order to have more flexibility in scheduling for essential workers to attend sessions. Please make these changes in the table below if you agree to these changes.
4. The unit measure for Individual Therapy – Adult must be “one hour”. Please make adjustments in the table below.

Service	Unit Measure	Unit Rate	Number of units requested	Amount Total
Crisis Intervention	15 minutes	\$25.00	250	\$6250
Support Group	15 minutes/individual	\$10.00	1612	\$16,120
Individual Therapy - Adult	1 hour	\$43.00	260	\$11,180
			Total	\$33,550.00

From: [Chris Lawrence](#)
To: [Kristin Cummins](#)
Cc: [Joanne Nelson](#); [Megan Corbin](#)
Subject: Re: Emergency Procurement Contract - Written Clarifications
Date: Wednesday, May 06, 2020 2:59:00 PM

Kristen: I noticed after I sent this in that I did not include admin costs in that price. But I figured it would be too late. If we could change the price to \$53.75 that would be more appropriate. Thanks Chris.

Sent from my iPhone

On May 6, 2020, at 2:03 PM, Kristin Cummins <KCummins@boonecountymo.org> wrote:

Hi Chris,

We were looking over the contract and proposed unit rates again and had a question for Individual Therapy – Adult. Could you provide us more information on how the unit rate was calculated, please? We wanted to see if you included time outside of the therapy sessions in the rate (i.e. prep time, follow-up, typing case notes, etc.). Please let us know if you need to adjust the unit rate from the \$43/hr.

From: Chris Lawrence <clawrence2505@gmail.com>
Sent: Friday, May 1, 2020 4:08 PM
To: Kristin Cummins <KCummins@boonecountymo.org>
Cc: Joanne Nelson <JNelson@boonecountymo.org>; Megan Corbin <MCorbin@boonecountymo.org>
Subject: Re: Emergency Procurement Contract - Written Clarifications

Thanks for the update Kristen! Have a good weekend. Chris.

Sent from my iPhone

On May 1, 2020, at 2:54 PM, Kristin Cummins <KCummins@boonecountymo.org> wrote:

Hi Chris,

I just wanted to let you know we haven't forgotten about this program. We are working on a budget amendment for the Community Health Fund in order to move forward with the emergency procurement contract. We will be in touch soon!

Have a good weekend,

From: Chris Lawrence <clawrence2505@gmail.com>

Sent: Wednesday, April 15, 2020 5:54 PM

To: Kristin Cummins <KCummins@boonecountymo.org>

Subject: Re: Emergency Procurement Contract - Written Clarifications

Kristin: Please see the attached with my responses. Let me know if you have any questions. Chris

On Tue, Apr 14, 2020 at 12:25 PM Kristin Cummins

<KCummins@boonecountymo.org> wrote:

Hi Chris,

I wanted to follow-up with you the request you submitted for mental health services for first responders. We have been working through additional requests and trying to coordinate mental health services for youth and families. I apologize in our delayed response to your proposal. At this time the Boone County Community Services Department is interested in purchasing Crisis Intervention, Support Groups and Individual Therapy – Adult services. Please see the attached questions and required edits in order to move forward.

Let us know if you have any questions.

Thanks,

Describe and document the community-level issue(s) to be addressed by the proposed program:

Boone County, along with the entire world, is in the middle of a public health crisis that is unfolding both very slowly and at an alarming speed. In Boone County over the course of two weeks, every single resident has had their lives upended by COVID19. Members of our community are losing their jobs, having to reconfigure their jobs and/or are putting themselves in harm's way in order to do their jobs.

This event meets the criteria of a public disaster according to the following criteria:

- a. Sudden onset,
- b. Unpredictability,
- c. Uncontrollability,
- d. Huge magnitude of destruction,
- e. Human loss and suffering and
- f. Greatly exceed the coping capacity of the affected community.

Describe the population(s) in the City of Columbia and/or the Boone County area affected by the issue(s) to be addressed by the proposed program.

Individuals who are likely to be uniquely affected by this event include the variety of helpers that are being called upon. These include social workers, mental health counselors, caseworkers, teachers and medical personnel.

State the goal(s) of the proposed program. The program goal(s) should correspond to the organization's mission statement and major goal(s), as stated in the Organization Profile.

The goal of this program would be to provide mental health support, crisis management and group support to those on the front lines of helping residents who are being impacted by COVID19 fallout.

Provide an overview of the proposed program.

The following proposed activities would be available to eligible individuals:

1. 10.15 Crisis intervention: Warm line for identified individuals that provides psychological first aid, debriefing opportunities and triage to other services.

Measurement: 1 to 7 current perceived stress before and after intervention.

2. 4.14 Computer Assisted Intervention: HeartMath – consists of 3 to 5 sessions per person, HeartMath device given after 1 session; with opportunity to continue practice (see 3 below).

Measurement: 1 to 7 current perceived stress before and after intervention

Measurement: Perceived Stress Scale before and after 3 to 5 session intervention

3. 9.18 Support Group: Online HeartMath group practice support for ongoing, consistent practice, which allows for improved baseline stress responses and resilience.

Measurement: 1 to 7 current perceived stress before and after intervention

4. 9.18 Support Group: Online peer support groups – groups of individuals who are in similar lines of work where they can debrief and learn nervous system regulation skills. Groups offered will consist of: physicians, nurses, other health professionals, case workers, teachers and mental health professionals. We are open to suggestions about other groups of individuals that might benefit. We anticipate that this will be an ongoing need especially after the immediate crisis has passed for those on the immediate frontline (nurses and physicians). We also believe that there is an immediate need for these support groups for teachers, caseworkers and mental health counselors starting immediately.

Measurement: 1 to 7 current perceived stress before and after intervention

5. 4.18 Individual therapy – Adult - Individual sessions offered online that will be focused specifically on psychological first aid, debriefing and nervous system regulation.

Measurement: 1 to 7 current perceived stress before and after intervention

6. 8.8 Best Practices Training - requested for training additional staff in HeartMath (this is an online training that can be accessed as soon as payment is received and can be completed in a week).

Measurement: Certification in HeartMath

Describe the consumers who will be served by the proposed program, including characteristics and demographics.

Targeted consumers will be mental health counselors, social workers, teachers, medical staff, doctors, nurses and case managers who are having direct contact with residents of Boone County who are being affected by COVID19.

Why will these particular consumers be served?

These individuals are uniquely affected by this ongoing disaster because they are experiencing the impact themselves AND they are taking care of consumers who are experiencing the impact.

Therefore they are doubly affected and they need specialized services targeted to their special needs.

Describe any impediments or challenges in serving these consumers

Marketing limitations – we will need assistance in getting the word out about the availability for these specifically targeted services.

Timing – because of the constantly changing landscape, some of these services will be necessary immediately, others will be needed later on in the trajectory of this pandemic.

d. Total number of unduplicated individuals to be served by the proposed program

Projected number to start - 180

Average program cost per individual

\$505.32

Provide details on the location, days/hours of operation (e.g. Monday-Friday, 8 a.m.- 5 p.m.), and any other logistical information for the proposed program.

1. Warm line – Staff will be available to answer the calls from 9AM to 8PM. Any other calls that come in will go to voicemail and a staff member will reach out to them within 12 hours.
2. HeartMath training – Times will be available from Mon to Sunday 8AM to 8PM.
3. HeartMath Support Group will be offered 5 to 6 X per week - times will be varied to enable as many people to attend at least once or twice per week after learning HeartMath.
4. Peer support groups – A group for each job description (nurses, etc) will be created and will run once per week.
5. Individual regulation sessions online – can be scheduled any time Mon/Sun from 8AM to 8PM.

b. Describe the eligibility criteria (e.g., income, age, etc.) to be utilized for determining eligibility for the proposed program. (600 character limit)

Adults who are actively working or employed as a physician, nurse, other healthcare professional, mental health professional or teacher will be eligible for these services.

Will program consumers be charged a fee for the proposed program service(s)?

No – we will gather insurance information and use insurance where appropriate (most insurance plans don't pay for biofeedback (HeartMath), but some do. Many insurance plans don't pay for support groups). When insurance is used – individuals will not be charged their deductible or

copay. We believe that all families are affected financially in some way by this crisis and we would like to use insurance when appropriate, but would prefer not to charge clients for any services.

Service	Unit Measure	Unit Rate	Number of units requested	Total
10.15 Crisis Intervention	15 minutes	\$25.00	250	\$6250
4.14 Computer Assisted Intervention - HM	1 hour	\$84.70	400	\$33,880
9.18 Support Group - HeartMath	15 minutes	\$31.00	520*	\$16,120
9.18 Support Group – Career Based	15 minutes	\$31.00	624*	\$19,344
4.18 Individual Therapy - Adult	30 minute	\$21.50	520	\$11,180
8.8 Best Practices Training	1 training	\$1395.00	3	\$4185
			Total	\$90,959.00**

*These services are being billed per group rather than per individual. Because they are expected to be drop in support groups – keeping attendance would be cumbersome and there is no need to pay per attendee – there will be one price per group no matter how many people attend.

** This is based on an estimate of services that might be used over a 6 month period. Because this situation is unique to everyone we are completely guessing about how much of each service would be used. We would reserve the right to make adjustments as more information becomes available to us.

Mental Health Support for COVID-19 Front Line Staff

Written Clarifications

The Boone County Community Services Department is currently interested in pursuing funding for Crisis Intervention, Individual Therapy – Adult and Support Groups (not tied to HeartMath).

1. The measurement information does not provide clear information on the measurement tool that will be utilized for each service to be provided. Please provide more information on the tool and how the information will be collected for each service.

2. The proposal lacked information on how the program will be marketed to the targeted population to be served. Provide more information on how the program will be promoted.

3. We require the unit measure for Support Groups be 15 minutes/individual. We understand there may be some difficulties capturing attendance but we need to know this information. We will require consumer demographics be collected on the individuals to be served in addition to invoicing be per individual that attends a group session. We do not want to pay for a session that is hosted if there is little to no attendance. We ask that the unit rate is lowered to reflect the correct unit measure of 15 minutes/individual. We would also like to see the Support Groups not be narrowed down to particular professions in order to have more flexibility in scheduling for essential workers to attend sessions. Please make these changes in the table below if you agree to these changes.
4. The unit measure for Individual Therapy – Adult must be “one hour”. Please make adjustments in the table below.

Service	Unit Measure	Unit Rate	Number of units requested	Amount Total
Crisis Intervention	15 minutes	\$25.00	250	\$6250
Support Group	15 minutes/individual			
Individual Therapy - Adult	1 hour			
			Total	\$



Company ID Number: 1332187

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the HeartSpace Clinic (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

E-Verify



Company ID Number: 1332187

Approved by:

Employer HeartSpace Clinic	
Name (Please Type or Print) Chris Lawrence	Title
Signature Electronically Signed	Date 08/13/2018
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/13/2018



Company ID Number: 1332187

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	HeartSpace Clinic
Company Facility Address	201 W. Broadway Bldg 2, Ste F Columbia, MO 65203
Company Alternate Address	
County or Parish	BOONE
Employer Identification Number	810810970
North American Industry Classification Systems Code	624
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1



Company ID Number: 1332187

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MISSOURI

1 site(s)

(Please complete and return with Bid)

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Chris Lawrence

Chris Lawrence, PLD, SEP Director

Name and Title of Authorized Representative

Chris Lawrence

Signature

5/29/00

Date



AMERICAN FAMILY INSURANCE COMPANY
3105 GREEN MEADOWS WAY
COLUMBIA MO 65203-3697



YOUR POLICY INFORMATION

Policy#: 41004-73470-54
Billing Account #: 676-080-989-32
Policy renewal date: 06/02/2020
POLICY QUESTIONS?
1-800-MY-AMFAM | amfam.com

00358400000000001190529 003937 001
CHRISTINE LAWRENCE
4170 ROEMER RD
COLUMBIA MO 65202-9707

April 28, 2020

Regarding your Family Car Policy

Our offer to renew your insurance policy is enclosed

Your renewal bill will be sent separately

Thank you for putting your trust in American Family Insurance! We value your business and work hard to protect what's important to you.

What is in this packet?

- **Enclosed is our offer to renew the policy noted above and your new proof of insurance cards.**
- For a summary of the policy coverage and limits provided, please see the enclosed Renewal Declarations. If you would like a more detailed explanation of the coverage, please refer to your policy and endorsements. We have also included other important and/or state specific notices relating to this policy.

What should I do?

- **Please review all of the enclosed information carefully.** Contact your agent if you would like to make any changes to your policy.

Anything else I should know?

- To accept our renewal offer and to maintain continuous coverage, we must receive payment by the date shown on your renewal billing notice, which will be sent separately.
- This renewal offer is only available to you if the premium for the prior term has been paid in full.

AMERICAN FAMILY INSURANCE COMPANY

Your American Family Agent

Ray Walker Agency Inc

rwalker@amfam.com

3105 Green Meadows Way
Columbia MO 65203-3697
573-442-3368



AmFam.com

1-800-MYAMFAM (692-6326)

6000 American Parkway
Madison WI 53783

Issued by American Family Insurance Company

Missouri Insurance Card

Policy Number: 41004-73470-54

Effective Date: 6/2/2020 Expiration Date: 12/2/2020 NAIC #: 10386
Insured: Christine Lawrence**Vehicle Description**

Year	Make	Model
2013	Volkswagen	New Beetle Conv
VIN/Serial Number		
3VW5X7AT6DM815693		

Coverage

BI PD UM COMP COLL ME UIM

6000 American Parkway
Madison WI 53783

Issued by American Family Insurance Company

Missouri Insurance Card

Policy Number: 41004-73470-54

Effective Date: 6/2/2020 Expiration Date: 12/2/2020 NAIC #: 10386
Insured: Christine Lawrence**Vehicle Description**

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VIN/Serial Number		
3VW5X7AT6DM815693		

Coverage

BI PD UM COMP COLL ME UIM

Agent: Ray Walker Agency Inc

Phone: 1-573-442-3368

Agent: Ray Walker Agency Inc

Phone: 1-573-442-3368

6000 American Parkway
Madison WI 53783

Issued by American Family Insurance Company

Missouri Insurance Card

Policy Number: 41004-73470-54

Effective Date: 6/2/2020 Expiration Date: 12/2/2020 NAIC #: 10386
Insured: Christine Lawrence**Vehicle Description**

Year	Make	Model
2012	Nissan	Murano 4d 4wd
VIN/Serial Number		
JN8AZ1MW3CW228384		

Coverage

BI PD UM COMP COLL ME UIM

6000 American Parkway
Madison WI 53783

Issued by American Family Insurance Company

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Policy Number: 41004-73470-54

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Insured: Christine Lawrence**Vehicle Description**

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VIN/Serial Number		
JN8AZ1MW3CW228384		

Coverage

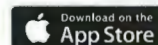
BI PD UM COMP COLL ME UIM

Agent: Ray Walker Agency Inc




Phone: 1-573-442-3368


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Phone: 1-573-442-3368

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To report a claim and view policy information


  

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THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND. THE COVERAGE PROVIDED BY THE POLICY MEETS THE MINIMUM LIABILITY LIMITS PRESCRIBED BY LAW.




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AmFam.com

1-800-MYAMFAM (692-6326)



6000 American Parkway
Madison WI 53783

Issued by American Family Insurance Company

Missouri Insurance Card

Policy Number: 41004-73470-54

Effective Date: 6/2/2020 Expiration Date: 12/2/2020 NAIC #: 10386
Insured: Christine Lawrence

Vehicle Description

Year	Make	Model
2010	Ford Truck	F150 Crew C Pu 4x4
VIN/Serial Number		
1FTFW1EV4AFC72648		

Coverage

BI PD UM COMP COLL ME UIM

Agent: Ray Walker Agency Inc

Phone: 1-573-442-3368



TO REPORT A CLAIM

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www.MyAmFam.com

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(1-800-692-6326)

24 Hour Access - Anytime, Anywhere

WE'RE THERE WHEN YOU NEED US

MY POLICY#: 41004-73470-54

Keep this in your vehicle as a handy reference



6000 American Parkway
Madison WI 53783

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IN CASE OF AN ACCIDENT ANYWHERE

1. Identify yourself to other parties involved and offer any required emergency assistance.
2. Get the name, address and phone number of all other parties involved, including the drivers and passengers in other vehicles. Get the same information for any witnesses.
3. Avoid discussing the details of the accident with anyone except authorities. Make no admissions and take no blame for the accident.
4. Do not sign a statement covering the accident except for authorities or an authorized representative of your insurance company.
5. Call the police. If the police do not come, file a report with the police, even for hit and run accidents.
6. Call your agent, our 24-hour Claim Call Center at 1-800-MY AMFAM (1-800-692-6326), file a claim online at amfam.com or through the MyAmFam app.

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Renewal Declarations Family Car Policy



Please read your policy

Named Insured(s)
Christine Lawrence
4170 Roemer Rd
Columbia MO 65202-9707

American Family Insurance Company
6000 American Parkway
Madison WI 53783
For customer service and claims service
24 hours a day, 7 days a week
1-800-MY AMFAM (1-800-692-6328)
amfam.com

Policy Information

Policy number	Policy period	Billing account number
41004-73470-54	6/2/2020 to 12/2/2020	676-080-989-32

Vehicles Insured by This Policy

Year	Make	Model	Series	VIN/Serial Number	Premium
2013	Volkswagen	New Beetle Conv	2.5	3VW5X7AT6DM815693	\$218.00
2012	Nissan	Murano 4d 4wd		JN8AZ1MW3CW228384	\$159.60
2010	Ford Truck	F150 Crew C Pu 4x4	Super Crew	1FTFW1EV4AFC72648	\$253.80
Subtotal					\$631.40

Policy Level Premium

Bodily Injury Liability	\$450.90
Property Damage Liability	\$213.80
Uninsured Motorist - Bodily Injury	\$80.90
Medical Expense	\$14.00
Underinsured Motorist - Bodily Injury	\$56.50

Total premium with discounts applied \$1,447.50

Total Premium with Customer Full Pay Discount \$1,302.70

Discounts Applied to this Policy

Vehicle related discounts

Auto Safety Equipment Discount -- 2013 Volkswagen New Beetle Conv, 2012 Nissan Murano 4d 4wd, 2010 Ford Truck F150 Crew C Pu 4x4

Low Mileage Discount -- 2013 Volkswagen New Beetle Conv

Other policy discounts

AutoPay Discount

Good Driving Discount

Loyalty Discount

Multi-Product Discount - Homeowners

Multi-Vehicle Discount

Paperless Discount

These discounts reduced your total premium by \$831.80

Drivers

Drivers are individuals who are used to rate this policy.

Name(s)

Christine Lawrence
Tanner Lawrence

Non-Drivers

Non-drivers are individuals in the household who are not listed as drivers on this policy.

Name(s)

Kimberlee K Oliver

Policy Forms

These forms apply to the entire policy.

Form Number	Name(s)
AL 00 04 05 17	American Family Mutual Insurance Company, S.I. Amendatory Endorsement
PV 80 26 01 16	Declaration Form
PV 83 26 02 16	Underinsured Motorist - Bodily Injury Coverage - Missouri
PV 81 10 02 16	Missouri Changes
PV 82 10 02 16	Cancellation and Nonrenewal - Missouri
PV 89 01 12 19	Proof of Insurance Cards
PV 83 11 02 16	Uninsured Motorist - Bodily Injury Coverage - Missouri
PV 80 11 02 16	Medical Expense Coverage - Missouri
LR 00 09 10 18	Renewal Cover Letter
PLM-32252 11 19	Privacy Notice
PV 80 01 03 14	Family Car Form

State and Policy Information

The Underinsured Motorist Coverage limit is reduced by payment from other sources.

Agent Information

Ray Walker Agency Inc

rwalker@amfam.com

3105 Green Meadows Way
Columbia MO 65203-3697
573-442-3368

Declarations are effective on the date shown. These declarations form a part of this policy and replace all other declarations which may have been issued previously for this policy. If these declarations are accompanied by a new policy, the policy replaces any which may have been issued before with the same policy number.

AUTHORIZED
REPRESENTATIVE


President


Secretary

Policy Level Coverage

The policy level coverage shown below applies to a vehicle when coverage is displayed under Vehicle Coverage, Endorsements and Other Charges for the vehicle. The policy limit shown is the maximum available for each person or each occurrence and may not be added, combined or stacked if coverage is displayed for more than one vehicle insured under this policy.

Coverage	Policy Limit
Bodily Injury Liability	\$250,000 Per Person \$500,000 Per Occurrence
Property Damage Liability	\$100,000 Per Occurrence
Uninsured Motorist - Bodily Injury	\$250,000 Per Person \$500,000 Per Accident
Medical Expense	\$1,000 Each Person
Underinsured Motorist - Bodily Injury	\$250,000 Per Person \$500,000 Per Accident

Vehicle #1 Coverage, Endorsements and Other Charges

Year	Make	Model	Series	VIN/Serial Number
2013	Volkswagen	New Beetle Conv	2.5	3VW5X7AT6DM815693

Name		Premium
Bodily Injury Liability	\$250,000 Per Person \$500,000 Per Occurrence	Policy Level Premium
Property Damage Liability	\$100,000 Per Occurrence	Policy Level Premium
Uninsured Motorist - Bodily Injury	\$250,000 Per Person \$500,000 Per Accident	Policy Level Premium
Comprehensive	\$250 Deductible	\$90.10
Collision	\$500 Deductible	\$127.90
Medical Expense	\$1,000 Each Person	Policy Level Premium
Underinsured Motorist - Bodily Injury	\$250,000 Per Person \$500,000 Per Accident	Policy Level Premium
Vehicle premium with discounts applied		\$218.00

Address where vehicle is kept

4170 Roemer Rd Columbia MO 65202-9707

Vehicle #2 Coverage, Endorsements and Other Charges

Year	Make	Model	Series	VIN/Serial Number
2012	Nissan	Murano 4d 4wd		JN8AZ1MW3CW228384

Name		Premium
Bodily Injury Liability	\$250,000 Per Person \$500,000 Per Occurrence	Policy Level Premium
Property Damage Liability	\$100,000 Per Occurrence	Policy Level Premium
Uninsured Motorist - Bodily Injury	\$250,000 Per Person \$500,000 Per Accident	Policy Level Premium
Comprehensive	\$250 Deductible	\$65.60
Collision	\$500 Deductible	\$94.00
Medical Expense	\$1,000 Each Person	Policy Level Premium
Underinsured Motorist - Bodily Injury	\$250,000 Per Person \$500,000 Per Accident	Policy Level Premium
Vehicle premium with discounts applied		\$159.60

Address where vehicle is kept

4170 Roemer Rd Columbia MO 65202-9707

Vehicle Coverage, Endorsements and Other charges (continued)**Vehicle #3 Coverage, Endorsements and Other Charges**

Year	Make	Model	Series	VIN/Serial Number	
2010	Ford Truck	F150 Crew C Pu 4x4	Super Crew	1FTFW1EV4AFC72648	
	Name				Premium
	Bodily Injury Liability		\$250,000 Per Person \$500,000 Per Occurrence		Policy Level Premium
	Property Damage Liability		\$100,000 Per Occurrence		Policy Level Premium
	Uninsured Motorist - Bodily Injury		\$250,000 Per Person \$500,000 Per Accident		Policy Level Premium
	Comprehensive		\$250 Deductible		\$109.90
	Collision		\$500 Deductible		\$143.90
	Medical Expense		\$1,000 Each Person		Policy Level Premium
	Underinsured Motorist - Bodily Injury		\$250,000 Per Person \$500,000 Per Accident		Policy Level Premium
				Vehicle premium with discounts applied	\$253.80

Address where vehicle is kept

4170 Roemer Rd Columbia MO 65202-9707

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I. AMENDATORY ENDORSEMENT

A. When used in the policy, the words American Family Mutual Insurance Company now means American Family Mutual Insurance Company, S.I.

B. The following provision is added:

1. MEMBERSHIP AND VOTING

While this policy is in force, each insured named in the Declarations is considered an owner or policyholder and a member of the American Family Insurance Mutual Holding Company (AFIMHC) of Madison, Wisconsin. As a member, you are entitled to one vote at all meetings either in person or by proxy. You can only cast one vote regardless of the number of policies or coverage you purchased. If two or more persons qualify as a member under a single policy, they are considered one member for purposes of voting. The owner of a group policy will have one vote regardless of the number of persons insured or coverage purchased. Fractional voting is not allowed. If you are a minor, any vote will be given to your parent or legal guardian.

2. ANNUAL MEETINGS

The Annual Meetings are held at the Home Office: 6000 American Parkway, Madison, Wisconsin, on the first Tuesday of March at 2:00 P.M. Central Standard Time. Notice in this policy shall be sufficient notification.

3. DIVIDENDS

If any dividends are declared, you will share in them according to law and under conditions set by the Board of Directors.

All other terms, agreements, conditions, and provisions remain unchanged.

FACTS**WHAT DOES AMERICAN FAMILY INSURANCE DO WITH YOUR PERSONAL INFORMATION?**

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number and income • Account balances and payment history • Credit history and credit based insurance scores • Drivers license records and claims history When you are no longer our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons American Family Insurance chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does American Family Insurance share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes

To limit our sharing	<p>Call 1-888-312-2263 – when prompted you will be asked to provide your first name, middle initial (if applicable), last name, address, city, state and at least one of your policy numbers. Please also indicate if you are requesting to limit sharing for others on your policies. Please indicate their full names.</p> <p>Please note:</p> <p>If you are a new customer, or receiving this notice from us for the first time, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
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Questions?	Please go to our website at www.amfam.com/privacy-security
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Who we are	
Who is providing this notice?	This privacy notice is provided by American Family Mutual Insurance Company, S.I. and the affiliates as listed under the "Other important information" section of this notice (referred to collectively as "American Family Insurance").

Page 2

What we do	
How does American Family Insurance protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does American Family Insurance collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • Apply for insurance • Pay insurance premiums • File an insurance claim • Give us your contact information • Use your credit or debit card
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. (See below for more on your rights under state law.)
What happens when I limit sharing for an account I hold jointly with someone else?	Your limit-sharing request will only apply to the names received in your request.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • The affiliates of American Family Mutual Insurance Company, S.I. include the companies identified under the "Other important information" section of this notice, and other affiliated companies within Homesite Group Incorporated and PGC Holdings Corp.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • Nonaffiliates we share with can include our sales agents, mortgage companies and direct marketing companies.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • Our joint marketing partners include other financial services companies and insurance companies.

Other important information
<p>For Nevada residents only.</p> <p>You have the right to place your telephone number on American Family Insurance's internal do not call list, which means we can contact you by telephone only in response to a specific request from you for information or in order to service any existing American Family Insurance business. For additional information about the Nevada do not call requirements, or to add your telephone number to our internal do not call list, contact American Family Insurance at 1-877-216-9232. For information on the Nevada state do not call law, contact the Nevada Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Ste. 3900, Las Vegas, NV 90101, Phone: 1-702-486-3132, email: BCPINFO@ag.state.nv.us</p>
<p>For Vermont residents only.</p> <p>We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found at www.amfam.com/privacy-security or call 1-800-692-6326.</p>
<p>For Georgia residents only.</p> <p>NOTICE: The laws of the State of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.</p>
<p>For New Mexico residents only.</p> <p>We are prohibited from disclosing information related to domestic abuse. In New Mexico an individual has certain rights as a Protected Person under N.M. Admin Code 13.7.5 and N. M. S. A 1978, § 59A-16B-4. If you would like to exercise any of those rights or want an explanation of those rights, please contact American Family Insurance at 1-800-MYAMFAM ext. 78082.</p>

Other important information – continued

For our customers in AK, AZ, CA, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, SC and VA only.

You have the right to review information in your file. You may do so by writing to us at the address at the end of this section and providing us with your complete name, address, date of birth, and all policy numbers under which you are insured. Within 30 days of receipt of your request, we will contact you and inform you of the nature of recorded information that can be reasonably located and retrieved about you in our files. If you believe there is information in our file that is incorrect, you have the right to notify us and request that it be corrected, amended or deleted from your file. Use this address for requesting information in your file or for questions about the information in your file: **American Family Insurance, Attn: Consumer Affairs Department, 6000 American Pkwy., Madison, Wisconsin 53783-0001.**

American Family Insurance Legal Entities:

In addition to American Family Mutual Insurance Company, S.I., this privacy notice is provided by the following companies, which are all affiliates of American Family Mutual Insurance Company, S.I.: American Standard Insurance Company of Wisconsin, American Family Life Insurance Company, American Family Brokerage, Inc., American Family Insurance Company, American Standard Insurance Company of Ohio, and Midvale Indemnity Company. All companies are collectively referred to as "American Family Insurance" in this notice.

