

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

SOLICITATION OF PROPOSALS

BIDS MAY BE SENT TO THE ABOVE ADDRESS ONLY
(E-Mail or Facsimile Proposal Submissions Are NOT Acceptable)

DATE: XX/XX/XX	TITLE: 73600 Information Technology Umbrella Contract – Manufacturer Based - (Statewide)
TIME: 11:00 AM ET	
SOLICITATION OF PROPOSALS NUMBER: 22802	SPECIFICATION REFERENCE: As Incorporated in the Solicitation of Proposals
CONTRACT PERIOD: Three years, plus one optional three—year, and one optional two-year renewals	

DESIGNATED CONTACTS		
PRIMARY CONTACT NAME	SECONDARY CONTACT NAME	TERTIARY CONTACT NAME
E-mail address: PS_SW_ITF@ogs.ny.gov		

The Proposal must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this Solicitation of Proposal, Appendix A (Standard Clauses For New York State Contracts), Base Terms and Conditions, Lot-Specific Terms and Conditions, and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, Bidder affirms that it understands and agrees to comply with the OGS procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b). Information may be accessed at:

Procurement Lobbying: <http://www.ogs.ny.gov/aboutOgs/registrations/defaultAdvisoryCouncil.html>

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	Zip Code
If applicable, place an "x" in the appropriate box(es) (check all that apply):		<input type="checkbox"/> NYS Small Business # Employees	<input type="checkbox"/> NYS Minority Owned Business	<input type="checkbox"/> NYS Women Owned Business
If applicable, place an "x" in the appropriate box(es) (check all that apply):		<input type="checkbox"/> Manufactured Within NYS	<input type="checkbox"/> Solely Manufactured Outside NYS	<input type="checkbox"/> Partially Manufactured Outside NYS %
If you are not bidding, place an "x" in the box and return this page only.				
<input type="checkbox"/> WE ARE UNABLE TO SUBMIT A PROPOSAL AT THIS TIME BECAUSE:				
Bidder's Signature:		Printed or Typed Name:		
Title:		Date:		
Phone:	Extension	Toll Free Phone:	Extension	
Fax:	Extension	Toll Free Fax:	Extension	
E-mail Address:		Company Website:		

RETURN THIS PAGE AS PART OF PROPOSAL OR NO-PROPOSAL

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Important Notice to Potential Bidders

Receipt of this Solicitation document does not indicate that the Office of General Services (OGS) New York State Procurement (NYSPRO) has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the Proposal opening and will be based on NYSPRO's evaluation of your Proposal compared to the specific requirements and qualifications contained in this Solicitation document, Vendor Responsibility and any other materials reviewed by OGS.

A Bidder submitting a Proposal in response to this Solicitation is advised that all Proposals will undergo an initial review for completeness. In order for Proposals to be evaluated they must be complete. ALL required information, forms, signatures, etc. must be included. See *Section 3: Proposal Submittal* for additional information.

Section 1. CONTRACT SCOPE

1.1 OVERALL SCOPE

NYSPRO is seeking qualified and experienced Original Equipment Manufacturers (OEM) of information technology (IT) commodities and services to provide Proposals as outlined in this Solicitation. Future periodic recruitments will occur at the discretion of the State. Proposals may be submitted for any combination of lots statewide. The intent is to award multiple statewide contracts, and to provide Authorized Users the ability to obtain various IT commodities and services. This Solicitation outlines the terms and conditions as well as the accepted IT requirements a Bidder will be required to adhere to in order to be considered for a recommendation for contract award.

A Bidder shall pay strict attention to the Proposal submission date and time to prevent disqualification. To ensure compliance with Solicitation requirements and to prevent possible disqualification, a Bidder shall follow the format and instructions in *Section 3: Proposal Submittal* of this Solicitation.

This solicitation recognizes that a Bidder in this market space may provide products in different lots. Rather than establishing a series of contracts with a particular Bidder, this solicitation will establish a contract structure whereby the terms and conditions that apply to all IT contracts are presented in an "Umbrella" Agreement and the terms and conditions that apply to specific lots are presented in an additional set of terms and conditions that can be added on if the Bidder is awarded such lot. This solicitation will also set forth specific procedures for an Authorized User to acquire IT products under the resulting contracts.

NYSPRO is seeking to establish an "Umbrella Contract" as a base with lots for specific IT areas. This contract consists of a base contract containing standardized terms and conditions. This Base Agreement forms a foundation to which each lot for commodities and services can be "bolted-on." Each lot will contain additional terms and conditions specific to the commodities and services included in that lot.

1.2 CONTRACT LOTS

In the context of this solicitation and resulting contracts, IT is defined as the application of computers and telecommunications equipment to sort, retrieve, transmit and manipulate data, often in the context of a business or other enterprise. The term is commonly used as a synonym for computers and computer networks, but it also encompasses other information distribution technologies such as television and telephones. Several industries are associated with IT, such as computer hardware, software, electronics, semiconductors, internet, telecom equipment, e-commerce and computer services.

This solicitation seeks comprehensive Proposals from qualified manufacturers for the following IT lots:

Lot Number	Lot Title	Lot Description
1	Software	<p>On premise only. Software is a general term that describes computer programs. Related terms such as software programs, applications, scripts, and instruction sets all fall under the category of computer software.</p> <p>Examples include: accounting software, enterprise software, graphics software, media players, and office suites.</p> <p>The scope of this lot includes manufacturer training packages both remote and on-site. There will be no custom training allowed within this lot. In addition, packages such as virus protection patches or updates which communicate with the cloud but do not transfer or store State owned data will be allowed under this category.</p>
2	Hardware	<p>On premise only. Hardware refers to the physical parts or components of a solution such as the monitor, mouse, keyboard, computer data storage, hard drive disk (HDD), system unit (graphic cards, sound cards, memory, motherboard and chips), a server, a switch, console, router, etc. all of which are physical objects that can be touched.</p> <p>The scope of this lot includes manufacturer training packages, both remote and on-site.</p> <p>Examples include: end units, network equipment, storage, enterprise computing, other telecommunications and data communications equipment. Note: Firmware is allowed to be sold as part of this lot. In addition packages such as remote monitoring which communicate with the cloud but do not transfer or store State owned data will be allowed under this category.</p> <p>On premise cabling labor will be included in this category and will be open to manufacturers. The cable and associated hardware products themselves must be purchased separately from the distributor based hardware contract.</p>
3	Cloud Computing	<p>Cloud computing enables ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction.</p> <p>Any Solution which acts upon or stores Authorized User or State owned data to an off-premise solution is to be considered cloud.</p> <p>The scope of this lot includes manufacturer training packages, both remote and on-site for the specific cloud solution only</p> <p>Service models include:</p> <ul style="list-style-type: none"> • Software as a Service (SaaS) • Platform as a Service (PaaS) • Infrastructure as a Service (IaaS) • Other as a Service (XaaS)
4	Connectivity Services	<p>Telecommunication lines of all descriptions including telephone, ISDN, Cable, Ethernet, SIP, MPLS, dark fiber, satellite, wireless, and other means of providing connectivity. Due to the dependency of equipment to carrier, cell and satellite specific equipment will be covered under this category. This category will also include installation of these products.</p>

Lot Number	Lot Title	Lot Description
5	Implementation Services	<p>Implementation services and initial configuration of Lots 1 through 4 above. Implementation services must be procured simultaneously in combination with Lots 1 through 4 above or within 12 months of product acceptance. All services in this category must be completed within three years of product acceptance. All implementation services must be procured competitively through an Request for Quote (RFQ) from all contracts providing the necessary products.</p> <p>All services under this category must take the form of deliverable based agreements. No hourly work is to be allowed.</p> <p>EXCLUSIONS</p> <ul style="list-style-type: none"> - Consulting services are not allowed under this Lot. - This lot is only available to those manufacturers that submit and are approved for Proposals for Lots 1, 2, 3, and / or 4 and any combination of the lots within this Solicitation.

1.3 EXCLUDED PRODUCTS AND SERVICES FROM SCOPE OF THE SOLICITATION AND RESULTING CONTRACTS

This solicitation expressly excludes the following from its scope:

- Consulting services
- Time and material billing for ongoing repair, including support
- Large scale IT support infrastructure such as enterprise uninterruptable power supply, switch gear, generators, and cooling systems
- Third party products which are available under Contractor's standard commercial price list. Contractor is prohibited from adding or selling third party products under the resulting Contract.

1.4 METHOD OF AWARD

Award shall be made to the responsive and responsible Bidders whose pricing indicates that products offered will be delivered at a reasonable price as determined by OGS NYSPRO. Recognizing that no one Bidder will be able to supply all of the products and services required by Authorized Users, award will be made to multiple Bidders. The State reserves the right to exclude any price lists or individual products and services that do not fall within the scope of the Solicitation.

This resultant Contracts will consist of the Base Agreement as well as any applicable individual lot specific terms and conditions. The Base Agreement will establish standardized terms and conditions applicable to all lots and each individual lot will consist of terms and conditions specific to that lot. All Contracts will be established with determination of reasonable price as determined by OGS.

Periodic Recruitment will be held during the contract period.

1.5 REPLACEMENT OF EXISTING STATEWIDE CONTRACTS

This Solicitation is intended to result in the award of Contracts for IT Commodities and Services, to replace existing contracts in part or in full, and add additional equipment and solutions and features to reflect current and future IT needs.

The State reserves the right to suspend and or terminate for convenience contracts or suspend modifications of any existing OGS contract that will be replaced by these resultant contracts.

1.6 ESTIMATED SPEND AND QUANTITIES

The Contracts resulting from this Solicitation will be Indefinite Delivery, Indefinite Quantity (IDIQ) Contracts. All quantities or dollar values listed within this Solicitation are estimates only. Estimates are used for evaluation purposes only.

Numerous factors could cause the actual volume of product purchased under the Contracts 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 will be nonexclusive Contracts
- There is no guarantee of volume 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

In NYSPro's experience, depending on the price of a particular item, the actual volume of purchases for that item could be substantially in excess of, or substantially below, estimated volumes. Specifically, if actual contract pricing is lower than anticipated or historical pricing, actual quantities purchased could be substantially greater than the estimates; conversely, if actual contract pricing is higher than anticipated or historical pricing, actual quantities purchased could be substantially lower than the estimates. By submitting its Proposal, 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 the Solicitation.

1.7 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 an Offerer/Bidder during the procurement process. An Offerer/Bidder is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified on the first page of this Solicitation. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/Bidder pursuant to these two (2) statutes. Certain findings of non-responsibility can result in rejection for Contract award and in the event of two (2) findings within a four (4) year period, the Offerer/Bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website:

http://www.ogs.ny.gov/aboutOgs/regulations/defaultSFL_139j-k.asp.

1.8 KEY EVENTS/DATES

Event	Date	Time
Solicitation Release		
Closing Date for Pre-Proposal Conference Registration		
Pre-Proposal Conference		
Closing Date for Inquiries		
Posting of Responses to Inquiries		
Proposals Due / Proposal Opening		

1.9 INQUIRIES

All questions must be submitted in writing using Inquiries Template, citing the applicable document name and section number. The completed Inquiries Template must be emailed to PS_SW_ITF@ogs.ny.gov by the date and time indicated in *Section 1.8 Key Events/Dates*. Inquiries submitted after the Closing Date for Inquiries will not be answered. A Bidder is strongly encouraged to submit questions at their earliest convenience. A Bidder should note that all clarifications, including those relating to the terms and conditions of the Contract, are to be resolved prior to the submission of a Proposal. 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 and released through New York State Contract Reporter: <https://www.nyscr.ny.gov/>.

You must register with the New York State Contract Reporter 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. Notifications about this Solicitation will no longer be issued through OGS's Bidder Notification System (BNS) as of October 31, 2014.

1.10 CONTRACT TERM

The original term of this Contract shall be three (3) years commencing on the date of approval by NYSPRO effective upon transmission by OGS. The State reserves the right to extend these Contracts for an additional three (3) year term plus an additional two (2) year term. All Contracts will be coterminous and end on the last day of the Contract unless terminated early. The State shall have the right to terminate this Contract early for: (i) unavailability of funds; (ii) cause; or (iii) convenience.

1.11 SUBSEQUENT PERIODIC RECRUITMENT

The State reserves the right to add new Contractors during the term of the Contract and will formally announce when the Solicitation is reissued at such dates at the discretion of the State. A Bidder shall be required to submit such Solicitation documentation as required by OGS, which may include additional applicable statutory requirements currently in effect at the time of the new Solicitation. If a Proposal is deemed non-responsive under periodic recruitment, a Bidder cannot reapply for a future Contract until the next Periodic Recruitment is announced. For Contracts that are awarded under Periodic Recruitment, the Contract term will commence upon OGS approval. Contract will co-terminate on the then current end date of the Contract or at the end of any approved extension or renewal period.

1.11.1 Adding New Lots to Existing Contract

If a Bidder chooses not to provide a Proposal for a specific lot or is not approved for a specific lot, such Bidder will be required to wait for the next Periodic Recruitment in order to provide a Proposal to add this lot to its existing Contract. For example, if the Bidder initially provides a Proposal for the Software lot and later wants to add a Hardware lot, the Bidder would need to wait for the next Periodic Recruitment to submit a Proposal to add the Hardware lot to its existing Contract.

All future Proposals submitted under the Periodic Recruitment provisions must meet all requirements of this Solicitation and the Proposals submitted will be evaluated using the same evaluation criteria applied to Proposals received when this Solicitation was originally issued, subject to any changes in State or Federal legislation.

Section 2. CONTRACT SCOPE

A Bidder is advised that the State's intent in listing the following requirements is to ensure that only qualified and reliable bidders submit Proposals and be considered for Contract award. A Bidder submitting a Proposal shall have the burden of demonstrating to the State's satisfaction that they can in fact perform the work in order to be considered for contract award.

2.1 MANUFACTURER ELIGIBILITY

Bids will only be accepted from an established Manufacturer who offers products and/or services in at least one of the lots listed in *Section 1.2 Contract Lots*. Please refer to the "Glossary" document for Manufacturer definitions specific to each lot.

2.2 VERIFIABLE SALES

A Bidder must demonstrate a minimum in verifiable sales to any US Governmental Public Entity for the period of June 1, 2013 to May 31, 2014 for each Lot for which a proposal is submitted (See *Section 1.2 Contract Lots*).

Public entities shall include but are not limited to: Any non-profit schools, colleges, universities, political subdivisions (towns, counties, cities), State or Government Agencies.

A Bidder shall utilize the “Verifiable Sales” template, which summarizes the Public Entity, Invoice Date, Invoice Number, and Invoice Total for the verifiable sales. Images of each invoice detailing the actual products sold are required for verification purposes and must be submitted with the Proposal on a separate USB thumb drive. Each invoice will contain sufficient information to identify the associated lot. A summarization of the minimum sales is as follows.

No.	Lot	Minimum Sales
1	Software	
2	Hardware	
3	Cloud Computing	
4	Connectivity Services	
5	Implementation Services	

2.3 PUBLISHED PRICE LIST

Bidder shall supply with their Proposal a current copy of their commercial price list(s) in its original format detailing current list prices relevant to the products the Bidder is proposing for each respective lot. Failure to submit a copy of the commercial price list(s) in its original format may result in rejection of the Proposal. In no event shall NYS Net Price in “Price Pages” exceed the Bidder’s list price of their nationally published pricelist. If NYS net prices are based on a GSA Schedule or other governmental entity Contract, that pricing must also be submitted with the Proposal.

2.4 REASONABLENESS OF PRICING

Bidder must demonstrate to OGS’s satisfaction that the NYS Net Pricing offered is equal to, better than or reasonable to pricing offered to other Public Entities. OGS reserves the right to conduct additional research to assess the Reasonableness of Pricing. If Reasonableness of Pricing is not demonstrated, the Proposal may be deemed non-responsive and ineligible for recommendation for contract award. Examples of acceptable comparison pricing are:

- Approved Federal Contract such as GSA Supply Schedule (indicate GSA Schedule #)
- Prices on any current or previous awarded NYS contract (indicate NYS contract #)
- Contracts with other State or Government entity, etc. (indicate Entity and Contract #)
- Pricing equal to or better than any other pricing or discount terms offered to other non-government commercial customers (Identify Customer Name)

In the absence of contracts or commercial pricing that clearly demonstrates reasonableness of price, a Bidder must offer an explanation and any supporting documentation required to demonstrate Reasonableness of Price. Failure to provide OGS pricing currently in effect, as indicated above, may deem the Bidder non-responsive. OGS reserves the right to request additional information as required to determine reasonableness of price.

New York State anticipates that the State shall be treated as a single entity and that prices reflect volume aggregated discounts commensurate with the statewide volume. A Bidder is encouraged to offer their best possible pricing. Additionally, Contractors may negotiate better pricing with Authorized Users at any time throughout the Contract period.

2.5 PRICE PAGES

The State will have one standardized format for all Contract Price Lists. Each Bidder must submit their proposed product and service offerings using the “Price Pages” template (Microsoft Excel 2010 Format). Price Pages shall be segmented by lot pursuant to *Section 1.2 Contract Lots*. Bidder may only populate “Price Pages,” with products and services for which they are a Manufacturer. For each lot, every product and service proposed must detail all of the following data elements:

- Product Name
- Product Description
- Product Categorization
- Manufacturer Part Number
- Indicate if a Bundled Part Number
- Total Years of Warranty
- Unit of Measure
- Units Per Unit of Measure
- List Price
- Percent NYS Discount
- NYS Price – Pricing for NYS Agencies and other Authorized Users (non-academic)
- Percent Educational Discount
- NYS EDU Price – Pricing for all Academic / Educational Authorized Users

2.6 MONETARY VALUES

All monetary values will be two decimal points (e.g., \$557.2340 shall be rounded to \$557.23).

2.7 DISCOUNT PERCENTAGE

All discount percentage values shall not exceed six decimal places. Where the NYS Net Price is based upon an approved GSA Supply Schedule:

2.7.1 Associated Discounts

The State is entitled to all associated discounts enumerated in the GSA Supply Schedule (including, but not limited to discounts for additional sites and volume discounts), as well as any other pricing or discount terms as are expressly enumerated in this NYS Contract or GSA schedule, when calculating the NYS Net Price.

2.7.2 Industrial Funding Fee

GSA pricing incorporates a fee referred to as the "GSA Industrial Funding Fee (IFF)". OGS reserves the right to require either that the IFF is remitted directly to OGS; or the state contract prices be reduced by an amount equivalent to the IFF. In the latter, the NYS Net Price shall be calculated by reducing the published GSA price, after the discounts, if any, set forth in paragraph (1), above, downward by the amount of the Industrial Funding Fee, currently set at .75%. Therefore, the "NYS Net Price" shall be calculated by multiplying 0.9925 times the GSA price.

2.8 NET PRICING

All net prices are to include shipping charges and shall be deemed freight on board (FOB) destination, tailgate delivery at the dock of Authorized User.

Contractors are encouraged to offer volume discounts based on total dollars purchased statewide. Other discounts including but not limited to electronic access ordering are also encouraged. Any volume discounts offered shall be entered in "Mandatory Contractor Questionnaire".

2.9 TRAVEL, MEALS AND LODGING

NYS net prices set forth in the Contract shall be deemed inclusive of travel, meals and lodging, wherever applicable. Where travel, meals and lodging are allowed over and above the NYS Net Prices, reimbursement to Contractor for such costs for employees who do not reside in the local commuting area for the work site, shall be made in accordance with the State's Travel Reimbursement Manual (<http://www.osc.state.ny.us/agencies/travel/manual.pdf>) published by the New York State Office of the State Comptroller. It will be the responsibility of the Authorized User to provide Contractor the most recently published reimbursement guidelines and rates.

2.10 NEW YORK STATE REQUIRED CERTIFICATIONS

A Bidder is required to submit the signed “New York State Required Certifications” with its Proposal. Failure to submit this document may result in a Proposal being considered non-responsive.

2.11 NEW YORK STATE VENDOR FILE REGISTRATION

Prior to being awarded a Contract pursuant to this Solicitation, the Bidder(s) and any designated 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 Vendor IDs will be assigned to each of your authorized resellers (if any) for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage certain vendor information in one central location for all transactions related to the State of New York.

If Bidder is already registered in the Vendor File, the vendor must enter the ten-digit Vendor ID on the first page of this Solicitation document. Authorized Resellers already registered should list the ten-digit Vendor ID along with the Authorized Reseller information on “Contractor & Reseller Information.”

If the Bidder is not currently registered in the Vendor File, the Bidder must request assignment of a Vendor ID number from OGS. Complete the OSC Substitute W-9 Form http://www.osc.state.ny.us/vendors/forms/ac3237_fe.pdf and submit the form to OGS in advance of your bid. Please send this document to the Designated Contact in the Solicitation. In addition, if an Authorized Reseller(s) is to be used that does not have a Vendor ID, an OSC Substitute W-9 Form http://www.osc.state.ny.us/vendors/forms/ac3237_fe.pdf should be completed by each designated Authorized Reseller and submitted to OGS. The OGS will initiate the vendor registration process for all Bidders and their authorized resellers. Once the process is initiated, registrants will receive an e-mail identifying their unique ten-digit 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.

2.12 NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT BUSINESS ENTITY

2.12.1 Review of Prospective Contractors

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 Proposal, 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, http://www.osc.state.ny.us./vendrep/vendor_index.htm or to enroll, go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at <http://www.osc.state.ny.us/portal/contactbuss.htm>. Bidders opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at: http://www.osc.state.ny.us/vendrep/forms_vendor.htm.

In order to assist the State in determining the responsibility of the Bidder prior to Contract Award, the Bidder must complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the Proposal 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 Proposal opening to provide sufficient time to complete the Questionnaire.

2.12.2 Bidder Agreement

The Bidder agrees that if it is awarded a Contract, the following shall apply:

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner or her designee, 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.

The Commissioner of OGS or her designee, 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 or her designee issues a written notice authorizing a resumption of performance under 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 of OGS or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of OGS or her designee to be non-responsible. In such event, the Commissioner of OGS or her designee 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 loss, profit, or otherwise, which may be sustained by the Contractor as a result of such termination.

2.13 TAX LAW §5-A

Section 5-a of the Tax Law requires certain Contractors awarded State Contracts for commodities, services and technology valued at more than \$100,000 to certify to the 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 are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates 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 OGS certifying that the Contractor filed the ST-220-TD with DTF. Note: DTF receives the completed Form ST-220-TD, not OGS. OGS ONLY receives the Form ST-220-CA. Form ST-220-CA must be filed with the Proposal and submitted to the procuring covered Agency certifying that the Contractor filed the ST-220-TD with DTF. Contractor should complete and return the certification forms within five (5) business days of request (if the forms are not completed and returned with Proposal 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.

Website links to the Contractor certification forms and instructions are provided below. Form No. ST-220-TD must be filed with and returned directly to DTF and can be found at http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the Contractor, its affiliate(s), or its subcontractor(s), a new Form No. ST-220-TD must be filed with DTF.

Form ST-220-CA must be submitted to OGS. This form provides the required certification that the Contractor filed the ST-220-TD with DTF. This form can be found at http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf.

Vendors may call DTF at (518) 485-2889 for any and all questions relating to Section 5-a of the Tax Law and relating to a company's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF website: <http://www.tax.ny.gov>.

2.14 TOLL FREE NUMBER

Within 30 days of Contract Award, Contractor must provide a toll-free telephone number for use by Authorized Users. Contractor must staff this toll-free number at a minimum from 9:00 AM to 5:00 PM EST Monday through Friday, excluding New York State or federal holidays.

2.15 EMERGENCY PURCHASING

The Contractor shall provide a toll free telephone number for emergency service, available seven (7) days a week, twenty-four (24) hours a day. Given the nature of the products, emergency contact information including name, number, cell number, fax, and email must be provided with the bid.

Section 3. PROPOSAL SUBMITTAL

3.1 PROPOSAL CONTENTS

A complete Proposal consists of the following:

3.1.1 Magnetic Media

Two (2) Magnetic Media (DVD or USB Thumb Drive) Proposals containing the following documents, completed in their entirety, signed and scanned where applicable:

- Pages 1 and 2 of this Solicitation
- Price Pages (Microsoft Excel)
- Contractor Questionnaire (Microsoft Excel)
- Contractor and Reseller Information
- Verifiable Sales
- All invoices referenced in Verifiable Sales
- New York State Required Certifications
- Encouraging Use of NYC Business in Contract Performance
- Equal Opportunity Staffing Plan (Form EEO-100)
- Published Price List
- Documentation of Reasonableness of Price
- Proof of Compliance with Contractor Insurance Requirements
- NYS Vendor Responsibility Questionnaire For-Profit Business Entity (*not required if completed on-line via the New York State VendRep System*)
- Form ST-220-CA Contractor Certification to Covered Agency

3.1.2 Hardcopy Proposals

Two (2) hardcopy Proposals containing the following documents, completed in their entirety, signed in ink, notarized where required:

- Pages 1 and 2 of this Solicitation
- Contractor and Reseller Information
- New York State Required Certifications
- Proof of Compliance with Contractor Insurance Requirements
- NYS Vendor Responsibility Questionnaire For-Profit Business Entity (*not required if completed on-line via the New York State VendRep System*)
- Form ST-220-CA Contractor Certification to Covered Agency

Please note that in the case of discrepancies between paper copies and electronic media submissions, the electronic copy shall take precedence over the paper copy.

3.2 PROPOSAL SUBMISSION

All Proposals are to be packaged, sealed and submitted to the location stated in the Solicitation Specifications. Bidders are solely responsible for timely delivery of their Proposals to the location set forth in the Solicitation prior to the stated Proposal opening date/time stated in *Section 1.8 Key Events/Dates*.

All Bids must have a label on the outside of the package or shipping container outlining the following information:

“PROPOSAL ENCLOSED” (bold print, all capitals)

- Group Number
- Solicitation Number
- Proposal Submission date and time

In the event that a Bidder fails to provide such information on the Proposal envelope or shipping material, the receiving entity reserves the right to open the shipping package or envelope to determine the proper Proposal number or Group Number, and the date and time of Proposal opening. Bidder shall have no claim against the receiving entity arising from such opening and such opening shall not affect the validity of the Proposal or the Solicitation.

Bidder assumes all risk of late delivery associated with the Proposal not being identified, packaged or labeled in accordance with the foregoing requirements.

All Proposals must be signed by a person authorized to commit the Bidder to the terms of the Solicitation Documents and the content of the Proposal (offer).

Section 4. GENERAL INFORMATION

4.1 IMPORTANT BUILDING ACCESS PROCEDURES

To access the Corning Tower, all visitors must check in by presenting photo identification at the information desk. Bidders attending Solicitation openings are encouraged to pre-register for building access by contacting the NYSPRO receptionist at (518) 474-6262 at least 24 hours prior to the Solicitation opening. Visitors who are registered can check in directly with the Security Desk. Visitors who are not pre-registered will be directed to a designated phone to call the NYSPRO Receptionist. The Receptionist will register the visitor at that time but delays may occur. Vendors who intend to deliver Proposals or conduct NYSPRO business should allow extra time to comply with these procedures. Building Access procedures may change or be modified at any time.

4.2 ELECTRONIC SOLICITATION RESULTS

NYSPRO posts Solicitation results on the OGS NYSPRO web page. The web page makes available information about the list of Bidders that responded to this Solicitation. The Solicitation Opening Results Page is available at: <http://www.ogs.ny.gov/purchase/bidresults/bidresults.asp>.

4.3 HAND DELIVERIES

Bidders must allow extra time to comply with the building access procedures in effect at the Empire State Plaza when hand delivering bids or using deliveries by independent courier services (see *Section 4.1 Important Building Access Procedures* for additional information). A Bidder assumes all risks for timely, properly submitted hand deliveries.

4.4 EXTRANEIOUS TERMS

Proposals must conform to the terms set forth in the Solicitation Documents, as extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the Proposal non-responsive and may result in rejection of the Proposal.

Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) that are attached or referenced with Proposal submissions shall not be considered part of the Proposal or resulting Contract, but shall be deemed included for informational or promotional purposes only.

Only those extraneous terms that meet all the following requirements may be considered as having been submitted as part of the Proposal:

- Each proposed extraneous term (addition, deletion, counter-offer, deviation, or modification) must be specifically enumerated in a writing which is not part of a pre-printed form; and
- The writing must identify the particular specification requirement (if any) that Bidder rejects or proposes to modify by inclusion of the extraneous term; and
- The Bidder shall enumerate the proposed addition, deletion, counter offer, deviation, or modification from the Solicitation Document, and the reasons therefore.

No extraneous term(s), whether or not deemed “material,” shall be incorporated into a Contract unless submitted in accordance with the above and the Commissioner or her designee expressly accepts each such term(s) in writing. Acceptance and/or processing of the Proposal shall not constitute such written acceptance of Extraneous Term(s).

4.5 COST PROPOSAL REVISION

Prior to award, the State reserves the right to request a Cost Proposal revision, in accordance with State Finance Law §163(9)(c), from any Bidder determined by the State to be susceptible of being selected for Contract award. Bidders are cautioned, however, to propose the best possible offer at the onset of the initial Proposal as there is no guarantee that any Bidder will be allowed an opportunity to submit a revised cost Proposal.

Upon OGS review of *Section 2.2 Verification Steps*, any Bidder that is determined by the State to be insusceptible of being selected for award will receive no further consideration for award and will not be asked to participate in the Cost Proposal revision process.

A Cost Proposal revision must be a lower price than the initial price bid. If a Cost Proposal revision is higher than the initial price bid, then the initial Proposal will prevail. Bidders participating in the Cost Proposal revision process are prohibited from expanding the scope (lots, regions, etc.) of the initial Proposal. Proposals from any Bidder participating in the Cost Proposal revision process will be reevaluated based on the results of the Cost Proposal revision. Any Bidder who elects not to participate in the Cost Proposal revision, in whole or in part, will only be evaluated based on the pricing submitted in its initial Proposal, as applicable.

Cost price revision communications will be conducted electronically via e-mail to a susceptible Bidder's designated point of contact.

4.6 PERFORMANCE AND BID BONDS

There are no Performance or Bid 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 shall be required at any time during the Term of the resulting Contracts.

4.7 NOTICE TO BIDDERS

The Commissioner of OGS shall receive Proposals pursuant to the provisions of Article XI of the State Finance Law. All Proposals and accompanying documentation shall become the property of the State of New York and shall not be returned.

A Bidder is responsible for the accuracy of their Proposals. All Bidders are directed to take extreme care in developing their Proposals. A Bidder is cautioned to carefully review their Proposals prior to Proposal submittal.

4.8 INCORPORATION

Portions of the successful Bidder's Proposal and of this Solicitation shall be incorporated into a final Contract, with a separate document executed by the Contractor and OGS. Therefore, the Proposal must be signed by a partner, corporate officer, or other person authorized to commit the Bidder to all provisions of the Solicitation and the Proposal as submitted.

4.9 NEW YORK STATE RIGHTS

New York State Reserves the Right to:

- A. Reject any or all Proposals received in response to the Solicitation
- B. Withdraw the Proposal at any time, at the sole discretion of the Agency
- C. Make an award under the Solicitation in whole or in part
- D. Disqualify any Bidder whose conduct and/or Proposal fails to conform to the requirements of the Solicitation
- E. Seek clarifications and revisions of the Solicitation
- F. Prior to the Proposal opening, amend the Solicitation to correct errors or oversights, or to supply additional information, as it becomes available
- G. Prior to the Proposal opening, direct Bidders to submit Proposal modifications addressing subsequent amendments
- H. Change any of the schedule dates with notification through the New York State Contract Reporter
- I. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Bidders
- J. Waive any requirements that are not material
- K. Utilize any and all ideas submitted in the bids received
- L. Adopt all or any part of a Bidder's Proposal
- M. Negotiate with the Bidder responding to the Solicitation within the Solicitation requirements to serve the best interests of the State. This includes requesting clarifications of any or all Bidders' Proposals
- N. 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 Proposal and/or to determine a Bidder's compliance with the requirements of the Solicitation
- O. To have the flexibility to consider Proposals 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

4.10 PREFERRED SOURCE PRODUCTS

State Finance Law §162 requires that many governmental entities, including Executive Agencies, afford first priority to the products/services of Preferred Source suppliers such as Correctional Industries (Corcraft), National Industries for the Blind (NIB) and NYS Industries for the Disabled (NYSID), when such products/services meet the form, function and, utility of the agency. Some products/services in the resultant Contract(s) may be available from one or more Preferred Sources. In the Contract, agencies will be reminded to comply with the statutory requirements and resulting guidelines with respect to affording first priority to the Preferred Sources.

Contractor will be required to prominently display the following language on all pricelists and Contract updates to agencies relative to the award: Agencies Note: Some products/services in this Contract may be available from one or more Preferred Sources. Agencies are reminded to comply with the statutory requirements under §162 of the State Finance Law and the guidelines issued by the State Procurement Council to afford first priority to products/services available from Preferred Sources which meet your form, function and utility.

The complete, updated list of Preferred Source Offerings is available on the OGS website, at <http://www.ogs.state.ny.us/procurecounc/pdfdoc/pslist.pdf>.

Lot 1 - Software Terms and Conditions

Section 1. SCOPE

The Office of General Services, New York State Procurement (NYSPRO) seeks Software Manufacturers to provide Authorized Users with a vehicle to purchase software licenses through competitive action from a qualified pool of vendors.

1.1 INCLUDED PRODUCT OFFERINGS

Product offerings under this Lot include the following:

- Software Licenses for Contractor's proprietary product line
- Maintenance for Contractor's proprietary product line
- Support for Contractor's proprietary product line
- Pre-sales assistance at no charge for Contractor's proprietary product line (cannot include requirements development or gathering (163a))
- Training Packages, both Remote and On-Site (limited to those offerings that are standardized and prepackaged)
- Technical Support On-Site or Technical Support Remote may be acquired from Contractor on a limited basis, not to exceed 5% of the total project covered under the applicable transaction.

1.2 EXCLUDED PRODUCT OFFERINGS

Product offerings NOT available under this Lot include, but are not limited to:

- Hardware
- Consulting Services
- Customization Services
- Implementation
- Configuration
- Customized Training
- Professional Services
- Software as a Service (SAAS) or any other similar service offering or XaaS offering
- Third Party Products (Products other than Contractor's proprietary software line)

1.3 PRODUCTS WHICH MAY BE ACQUIRED UNDER THE CONTRACT

An Authorized User may acquire either of the following license terms for Contractor's proprietary software line:

- Perpetual license rights; or
- Term licenses
- Term licenses may include electronic delivery and updates. At no time can this product transfer authorized user data into Contractor possession or Contractor's equipment.

1.4 TRANSFER OF AUTHORIZED USER DATA

No product under this Lot may involve transfer of Authorized User data off premises at any time. Should a product be determined to be cloud-based at any time after contract award, the contractor assumes full liability and responsibility without limitation. Any cloud-based products must be added to the appropriate Lot. Failure to do so may lead to administrative action including, but not limited to Contract suspension or termination.

1.5 OFFICE OF INFORMATION TECHNOLOGY POLICIES

A Contractor with offerings under this Lot shall be required to comply with all related current ITS policies at all times. These are frequently updated. It is the Contractor's duty to remain current on all ITS policies. ITS policies are located at: <http://www.its.ny.gov/tables/technologypolicyindex.htm>.

Section 2. PRICING

Bidders must provide a detailed line item breakout of software options including, but not limited to licensing metrics, total annual cost including all support, maintenance and technical offerings as requested by the Authorized User.

2.1 PROPRIETARY SOFTWARE PRODUCTS

Contractors may include in this Contract its proprietary software product line that is offered either under Contractor's US Commercial Price List or under a GSA Supply Schedule.

2.2 MAINTENANCE AND TECHNICAL SUPPORT

Contractors may include in this Contract its maintenance and technical support for its proprietary software product line that is offered either under Contractor's US Commercial Price Lists or under a GSA Supply Schedule.

2.3 MACHINE OR PLATFORM MIGRATIONS

Calculations of software pricing shall be based on the size of the logical partition or, in the absence of partitions, machine size, on which the Software is installed and running, rather than the size of the entire machine on which the partition is resident.

In the event of a machine migration, Authorized User will not incur an increase in maintenance or additional license fees provided that the total aggregate machine utilization by Authorized User (i.e., MIPS, CPUs, or CPU partition(s), if the CPUs are partitioned) on which the Licensed Product is newly installed and running does not exceed the previously licensed capacity, in the aggregate.

In the event of software migration involving aggregate utilization of a larger logical partition or, in the absence of partition, larger machine capacity, or a different operating platform, a fee shall be paid to Licensor for the difference between the then-current NYS Net Price for the original partition, machine capacity or operating system, and the then-current NYS Net Price for the software on the new larger partition, machine group or operating system.

2.4 PERFORMANCE AND PAYMENT TIME FRAMES EXCEEDING CONTRACT DURATION

All agreements for Products and Services entered into during the duration of this Contract whose performance and payment timeframes extend beyond the duration of the resulting Contract shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No written agreement, other than a maintenance agreement, may extend more than 12 months beyond the final termination date of a resulting Statewide Contract.

Upon receipt of an order from Authorized User which seeks electronic delivery, an email from Contractor is generated and sent to the Authorized User's main contact with electronic delivery information.

Upon receipt of order from Authorized User which seeks physical delivery, delivery from Contractor will be made via USPS or Overnight Carrier.

Section 3. APPENDIX B MODIFICATIONS

Appendix B – General Specifications for Centralized Contracts is amended as follows:

33. PRODUCT DELIVERY

The following language shall be added to the end of this section as a new paragraph:

Contractor shall make available to the Authorized User either delivery of a physical copy(s) of the Software and Documentation or electronic download of the Software and Documentation from its electronic delivery web site. Authorized User can access and electronically download the Licensed Software and related Documentation for each Product offered under the Contract; not all Products are available on all hardware/operating system

combinations. The Authorized User acknowledges that Contractor's delivery obligation for electronic delivery under this Contract is met by the provision of the electronic delivery web site URL. Unless otherwise agreed to by the Authorized User and the Contractor, the Authorized User shall be responsible for installation of the Licensed Software.

59. WARRANTIES

The following language shall replace Section 59 in its entirety:

59. WARRANTIES Authorized User acknowledges that the Product has not been prepared to meet its individual requirements. It is Authorized User's responsibility to ensure that the functions described in the Product specifications meet its requirements, and Authorized User is solely responsible for results obtained from its use of the Product.

a. Product Performance Where Contractor generally offers additional or more advantageous warranties than set forth below, Contractor shall pass through any such warranties to Authorized Users.

In addition, Contractor hereby warrants and represents that the Products acquired by the Authorized User under the terms and conditions of this Contract conform to the manufacturer's specifications, performance standards and documentation, and the documentation fully describes the proper procedure for using the Products.

Contract shall provide a minimum one year warranty for the Product ("Product Warranty Period") from the date of acceptance. Contractor warrants the Product shall perform in all material respects as described in the Documentation for one (1) year from the date of acceptance. The Authorized User must notify the Contractor of any Program warranty deficiency within one (1) year after acceptance.

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 perpetual or term license rights to any Products acquired by Authorized User under this Contract. Contractor shall be solely liable for any costs of acquisition of such ownership rights and/clear title. Contractor shall indemnify Authorized Users and hold Authorized Users harmless from any damages and liabilities (including reasonable attorneys' fees and costs) awarded by a court of competent jurisdiction arising from any breach of Contractor's warranties as set forth herein.

c. Virus Warranty. The Contractor represents and warrants that any Licensed Software acquired by the Authorized User does not contain any known viruses. Contractor is not responsible for viruses introduced at Authorized User's site. Contractor shall maintain a master copy of the appropriate versions of the Licensed Software, free of viruses. If the Authorized User believes a virus may be present in the delivered Licensed Software, then upon its request, Contractor will provide a master copy to the Authorized User for comparison with and correction of its copy.

d. 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 maintenance and / or support services, 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.

This Date/Time Warranty shall survive beyond termination or expiration of this contract as long as the Product is used by the governmental entity, or its successor, for whom the Product was originally purchased. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

e. Workmanship Warranty. Contractor warrants that the services acquired under this Contract will be provided in a professional and workmanlike manner in accordance with industry standards. The Authorized User must

notify Contractor of any services warranty deficiencies within ninety calendar days from performance of the services that gave rise to the warranty claim.

f. Miscellaneous. The Authorized User shall promptly notify the Contactor and the Commissioner in writing of any claim of breach of any warranty provided herein. 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.

65. SOFTWARE LICENSE GRANT

The following language shall replace Section 65 in its entirety:

65. SOFTWARE LICENSE GRANTS. Where Product is acquired on a licensed basis the following shall constitute the license grant:

a. License Scope. Authorized User is granted a non-exclusive, royalty free, perpetual (unless otherwise specified in the Order Form) license to use the Product within its governmental and business operations in the United States up to the maximum licensed capacity stated on the Order Form in accordance with the terms of this Contract.

Product may be accessed, used, executed, reproduced, displayed or performed up to the capacity measured by the applicable licensing unit stated on the Purchase Order (i.e., payroll size, number of employees, CPU, MIPS, MSU, concurrent user, workstation). The Authorized User shall have the right to create additional code without modifying the base code. The Authorized User shall have full ownership of this additional code and have full right to distribute, modify or use without restriction. No license right or interest in any trademark, trade name, or service mark is granted hereunder to the Authorized User. The Authorized User may make a sufficient number of copies of the Product for its licensed use and one copy on each software media.

- **Perpetual Based License-** Authorized User is granted a non-exclusive, royalty free license to use the Product within its governmental and business operations in the United States up to the maximum licensed capacity stated on the Order Form in accordance with the terms of this Contract.
- **Term Based License –** Authorized User is granted a license to use the Product within its governmental and business operations in the United States up to the maximum licensed capacity and duration stated on the Order Form in accordance with the terms of this Contract.

b. License Term. The License Term shall commence upon the License Effective Date, provided, however, that where an acceptance applies to the Product, the License Term shall be extended by the time period for acceptance or trial.

c. Licensed Documentation. Documentation is delivered with the Licensed Software, or the Authorized User may access the Documentation online at Contractor website. Contractor hereby grants to Authorized User a perpetual license right to make, reproduce (including downloading electronic copies of the Product) and to distribute, either electronically or otherwise, copies of Product Documentation as necessary to enjoy full use of the Product in accordance with the terms of license. The Product Documentation shall fully describe the proper procedure for using the Licensed Software.

d. Product Technical Support & Maintenance. Authorized User shall have the option of electing the Product technical support and maintenance (“maintenance”) set forth in the Contract by giving written notice to Contractor any time during the Centralized Contract term. Maintenance term(s) and any renewal(s) thereof are independent of the expiration of the Centralized Contract term and will not automatically renew.

Maintenance shall include, at a minimum, (i) the provision of error corrections, updates, upgrades, revisions, fixes to Authorized User, and (ii) Help Desk assistance with toll free telephone service, and on-line Help Desk accessibility. Contractor shall maintain the Products so as to provide Authorized User with the ability to utilize the Products in accordance with the Product Documentation without significant functional downtime to its ongoing business operations during the maintenance term.

Authorized User shall not be required to purchase maintenance for use of Product, and may discontinue maintenance at the end of any current maintenance term upon notice to Contractor. In the event that Authorized

User does not initially acquire or discontinues maintenance of Licensed Product, it may at any time thereafter, reinstate maintenance for Product, by paying Contractor the amount due under the Contract for the period of time that such maintenance had lapsed, at the current NYS net maintenance rates plus any reinstatement charges as identified on their contract price list. Contractor is required to submit written notification to AU's no later than sixty (60) days prior to maintenance end date. AU's shall be granted a grace period of sixty (60) days after maintenance end before reinstatement charges may be assessed.

e. Permitted License Transfers. As Authorized User's business operations may be altered, expanded or diminished, licenses granted hereunder may be transferred or combined for use at an alternative or consolidated site not originally specified in the license, including transfers between Authorized User ("permitted license transfers"). Permitted License Transfers shall include:

1. An Authorized User may transfer Licensed Software internally within its own entity.
2. If an Authorized User is subject to a governmental reorganization or otherwise mandated by its governing body to convey any of its specific functions to another governmental entity, the Licensed Software used to support the conveyed functions may be transferred to the entity acquiring the transferred functions. The transferor must discontinue its use of the transferred Licensed Software.
3. If an Authorized User merges with another governmental entity, the Licensed Software acquired may be used by the merged entity.

Authorized User(s) do not have to obtain the approval of Contractor for permitted license transfers, but must give thirty (30) days prior written notice to Contractor of such move(s) and certify in writing that the Product is not in use at the prior site. There shall be no additional license or other transfer fees due Contractor, provided that: i) the maximum capacity of the consolidated machine is equal to the combined individual license capacity of all licenses running at the consolidated or transferred site (e.g., named users, seats, or MIPS); or ii) if the maximum capacity of the consolidated machine is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system so as to restrict use and access to the Product to that unit of licensed capacity solely dedicated to beneficial use for Authorized User. 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.

Nothing in this section shall be deemed to relieve the Authorized User or the transferee entity of the obligation to use the Licensed Software in accordance with the terms and conditions of this Contract and all applicable Order Forms placed hereunder, including, without limitation, limiting usage of the Licensed Software to the quantity and license type for which such software is licensed.

f. Restricted Use by Outsourcers/Facilities Management, Service Bureaus/or Other Third Parties.

Outsourcers, facilities management, consultants or service bureaus (collectively "Agents") retained by Licensee shall have the limited right to use the Product to maintain Authorized User's internal business operations, including data processing, in accordance with the Contract terms, for the time period that they are engaged in such activities, provided that: 1) Authorized User gives notice to Contractor of the Agent, site of intended use of the Product, and means of access; and 2) the Agent has executed, or agrees to execute, the Product manufacturer's standard nondisclosure or restricted use agreement which executed agreement shall be accepted by the Contractor ("Non-Disclosure Agreement"); and 3) if the Agent is engaged in the business of outsourcing, facilities management, consulting, service bureau or other services, such Agent will maintain a logical or physical partition within its computer system so as to restrict use and access to the Product to that portion solely dedicated to beneficial use for Authorized User. In no event shall Authorized User 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 Authorized User.

g. Archival Back-Up and Disaster Recovery. Authorized User may use and copy the Product and related Documentation in connection with: i) reproducing a reasonable number of copies of the Product for archival backup and disaster recovery procedures in the event of destruction or corruption of the Product or disasters or emergencies which require Authorized User to restore backup(s) or to initiate disaster recovery procedures for its platform or operating systems; ii) reproducing a reasonable number of copies of the Product and related Documentation for cold site storage; and 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. "Cold Site" storage shall be defined as a restorable back-up copy of the Product not to be installed until and after the

declaration by the Authorized User of a disaster. "Disaster Recovery" shall be defined as the installation and storage of Product in ready-to-execute, back-up computer systems prior to disaster or breakdown which is not used for active production or development.

h. Confidentiality Restrictions. The Product is a trade secret, copyrighted and proprietary product. Authorized User and its employees will keep the Product strictly confidential, and Authorized User will not disclose or otherwise distribute or reproduce any Product to anyone other than as authorized under the terms of Contract. Authorized User will not remove or destroy any proprietary markings of Contractor. The Contractor or its licensors retain all ownership and intellectual property rights to the Licensed Software.

i. Restricted Use by Authorized User. Except as expressly authorized by the terms of Contract, Authorized User shall not:

- i. Copy the Product;
- ii. Cause or permit reverse engineering, reverse compilation or reverse assembly (unless required by law for interoperability) of all or any portion of the Product;
- iii. Export or re-export, directly or indirectly, the Licensed Software outside the United States except as permitted under the U. S. Department of Commerce export administration regulations.

j. Open Source Software. Open source software is developed independently of Contractor and may be governed by a separate license ("open source software"). If the open source software is governed by a separate license, Contractor shall provide a copy of that license in the applicable Documentation and the Authorized User's license rights and obligations with respect to that open source software shall be defined by those separate license terms and subject to the conditions, if any, therein. Nothing in this Contract shall restrict, limit, or otherwise affect any rights or obligations the Authorized User may have, or conditions to which the Authorized User may be subject, under such separate open source license terms.

66. Product Acceptance

The following language shall replace Section 66 in its entirety:

66. Product Acceptance Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, Authorized User(s) shall have sixty (60) days from the date of delivery to accept Product. Where the Contractor is responsible for installation/implementation, software shall be deemed accepted sixty (60) days from successful completion of installation/implementation. Authorized User may expedite Product Acceptance by notifying Contractor on the Order Form that Product Acceptance has occurred. Authorized User may also expedite Product Acceptance for incremental License purchases by notifying Contractor of such Product Acceptance on the Order Form. Title, 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(s) as of the expiration of that period.

Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, Authorized User shall have the option to run testing on the Product prior to acceptance, such tests and data sets to be specified by Authorized User. Where using its own data or tests, Authorized User must have the tests or representative set of data available upon delivery. This demonstration will take the form of a documented installation test, capable of observation by the Authorized User, and shall be made part of the Contractor's standard documentation. The test data shall remain accessible to the Authorized User after completion of the test.

If the Authorized User elects to provide a deficiency statement specifying how the Product fails to meet the specifications within the testing period, Contractor shall have thirty (30) days to correct the deficiency, and the Authorized User shall have an additional sixty (60) days to evaluate the Product as provided herein. If the Product does not meet the specifications at the end of the extended testing period, Authorized User, upon prior written notice to Contractor, may then reject the Product and return the Product to 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. If obtained through electronic delivery, Authorized User shall destroy the Licensed Software, Program Documentation and all copies. If so requested in writing by the Contractor, Authorized User shall certify such destruction. 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.

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Lot 2 - Hardware Terms and Conditions

Section 1. SCOPE

The Office of General Services, New York State Procurement (NYSPRO) seeks Hardware Manufacturers to provide an Authorized User with a vehicle to purchase hardware through competitive action from a qualified pool of vendors.

This section sets forth the terms and conditions governing the acquisition of Hardware along with proprietary software, pre-packaged installation, pre-packaged configuration, pre-packaged training, extended warranties, maintenance, and support. Implementation services may be purchased under the Implementation services Lot of this Contract. Implementation services and other services through hourly rates are prohibited under this Lot. Terms used in this document shall have the meanings set forth in Appendix B.

1.1 INCLUDED PRODUCT OFFERINGS

Product offerings under this Lot include, but are not limited to the following:

- Server & Mainframe hardware
- Storage
- Microcomputer Systems
- Telecommunications Hardware
- Key Systems
- Private Branch Exchange
- IP Telephony
- Desktop computers
- Workstation computers
- Notebook / laptop computers
- Tablet personal computers
- Area Networking Hardware/Software
- Automatic Call Distribution (ACD) System (no cloud offerings in this Lot)
- Interactive Voice Response (IVR) System (no cloud offerings in this Lot)
- Audio Conferencing
- Video Conferencing
- Voice Mail
- Other Telecommunications System Peripherals & Accessories

1.2 EXCLUDED PRODUCT OFFERINGS

Product offerings NOT available under this Lot include, but are not limited to:

- Office and multi-function printers
- Cloud paired appliances
- Cloud offerings

Section 2. PRICING

Pricing set forth in Price List shall include OEM's product and NYS Net Pricing for product which includes shipping costs and FOB destination dock delivery, standard warranty, media, instruction manuals/documentation. Contractor may, however, upon mutual agreement of the Authorized User, negotiate more advantageous pricing for particular orders in accordance with Appendix B. Hardware and related software products such as operating systems or pre-engineered system software bundles, ancillary equipment and accessories offered by the Contractor in its' US Commercial Price List may be included under this Lot.

2.1 TRADE-INS

An Authorized User may trade-in equipment when making purchases from this Contract. Trade-ins must be negotiated between the Authorized User and the Contractor as there is no mandatory trade-in policy established for this Contract. Contractor is prohibited from imposing any mandatory requirements or restrictions on product disposal (e.g., prohibiting cross-brand trade-ins), other than generic environmental safety concerns. An

Authorized User is obligated to actively seek current fair market value when trading equipment and must keep accurate records in the file verifying the process. For State Agencies, it is necessary to include this documentation in the procurement record.

All trade-in transactions must conform to the Office for Information Technology Services (OITS) Sanitation/Secure Disposal Policy #NYS-S13-003 or as amended. This information is located at www.ITS.ny.gov.

2.2 RELATED PROPRIETARY SOFTWARE

Related proprietary software must be manufactured by the same Contractor and be required for operation of the hardware. Related proprietary software must be acquired and delivered at the time of the hardware purchase, and includes software required for hardware setup, or to take full advantage of all features of hardware acquired under this contract.

Further, where related proprietary software documentation is provided in electronic format, Authorized User shall be entitled to make copies to the extent necessary to fully enjoy the rights granted under this Contract provided that the Authorized User reproduces the copyright notice and any other legend of ownership on any copies made.

2.3 EXTENDED WARRANTY SERVICES

An Authorized User may elect to obtain extended warranty services, which includes those options made available by the Manufacturer in its normal course of business and which are routinely included as options in its commercial price list. Extended warranty services may include on-site maintenance (Contractor will dispatch a Contractor representative to Agency or Authorized User's site) or depot repair services (Contractor will designate a site for pickup and delivery of hardware for maintenance services).

Section 3. SPECIFICATIONS

During the term of the contract, the State may request product specifications for particular items that have been included by the Contractor in the State Net price list. These specifications will be for the sole use of the State and will be provided by the Contractor at no cost.

The products must be commercially released products and available for customer purchase through the Contractor's normal marketing channels. Experimental or unannounced equipment shall not be offered. No products deemed end of manufacturer production or within six months prior to end of life are to be sold, except with prior approval by the Authorized User.

Where accessories, adjuncts or ancillary equipment are to be supplied, the Authorized User has the responsibility of providing the Contractor with sufficient specifications regarding installed, existing equipment, or software to ensure that the Contractor can determine that the accessories, adjuncts or ancillary equipment are compatible with the Authorized User's existing equipment.

Section 4. PREPACKAGED CONFIGURATION AND INSTALLATION SERVICES

Pre-packaged configuration and installation services are available under this group and may include, but not be limited to the following:

- System Set-Up: Set time and date.
- Installation of Hardware: Involves physically installing various types of computer systems and/or adding new components to an already existing system. Installation set up of computer systems includes the initial installation of hardware and other components that are or may be part of a larger system.
- Configuration: Includes minor physical or software setting changes that can be implemented without custom physical modifications or changes to the base code. Configuration cost shall exceed more than 5% of total hardware and related proprietary software cost.
- Hardware and Related Proprietary Software Asset Tracking and Tagging

Contractor may provide prepackaged configuration and installation services in order that an Authorized User shall be able to take delivery of completed systems. Unless Contractor separately enumerates a fee for basic configuration and installation services, it shall be presumed that the pricing set forth for the hardware in Price List includes basic software

configuration and installation for software that is acquired from Contractor under this Contract. Where third party product is acquired by the Authorized User from an alternative contract vehicle, Contractor may charge Authorized Users, in addition to the hardware price, the additional configuration and/or installation fee(s) as set forth in Price List for configuration and/or installation of non-contract third party software. Contractor shall be required to coordinate with other contract holders for delivery of such products and shall comply with all proprietary or copyright restrictions while such products are in their possession. Contractor cannot offer third party products through this contract.

Section 5. GENERAL MAINTENANCE PROVISIONS

- A. The Contractor shall advise Authorized Users of the first year maintenance options that may be ordered with the product and the costs associated with each option. Authorized Users will have the option of selecting a monthly or annual predefined maintenance Contract. The Purchase Order, or equivalent, shall identify which option has been selected. The initial maintenance term may survive expiration of the Contract term.
- B. Warranty will become effective subsequent to acceptance of the product.
- C. Where Authorized User elects support and maintenance services, Contractor shall maintain the product so as to provide Authorized User with the ability to utilize the product without interruption, delay, or significant functional downtime to the Authorized User's ongoing business operations during the maintenance term in accordance with the terms and conditions of the applicable service descriptions.
- D. Maintenance shall be provided upon expiration of the warranty or upon circumstances not covered by said warranty. Maintenance options shall be included in Price List. Complete details on each type of maintenance option shall be provided in Price List.
- E. Unless the Service Level Agreement (SLA) between the Authorized User and the Contractor specifies otherwise, and so long as the malfunction is attributable to Contractor's product, Contractor guarantees that within 48 continuous hours of its response for any maintenance as provided above, that repairs will be successfully completed and that system service will be fully restored.
- F. If at any time during the warranty period or the first year maintenance period, service is performed on the product by anyone other than the Contractor, without prior notification to the Contractor, or if the product is removed from the premises without prior notification to the Contractor, then at the option of the Contractor, the warranty agreement or maintenance Contract may become null and void for those items of product affected by the prohibitions. The Contractor shall notify the OGS of any such cancellation. OGS reserves the right to review the validity of such cancellation with the Contractor and Authorized User and take appropriate action.
- G. The Contractor shall not be obligated to repair damage caused by fire or other casualty (except that caused by the Contractor or those under its control), or willful or grossly negligent operation or handling of the product by the Authorized User's employees. Properly trained Authorized Users' personnel may make software changes to Authorized Users' configuration without the Contractor's prior written consent. Should the Contractor's consent be required, it shall not be unreasonably withheld. The Authorized User shall be responsible for updating of all records associated with the modifications.
- H. If preventive maintenance (PM) is recommended by the manufacturer, PM shall be performed during the Authorized User's working hours at a time acceptable to the Authorized User.
- I. An Authorized User may pay monthly in arrears for maintenance in accordance with the Contractor's established rates. Prepaid quarterly annual maintenance will be available only with an additional 5% or greater discount. Rates are to be adjusted monthly in arrears by Contractor for increases and decreases in the quantity of the product under maintenance.
- J. An Authorized User shall not be required to purchase maintenance for use of product, and may discontinue maintenance at the end of any current maintenance term upon 30 days written notice to Contractor prior to the end of the term.
- K. Nothing in this Contract shall be construed to prevent Authorized User from acquiring ancillary equipment from a Third Party.

- L. To assist Authorized Users in complying with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements, Contractors are required to work with users who wish to either destroy the information on hard drives or retain possession of the drive when trading equipment or receiving maintenance/warranty replacement. Authorized Users and their Contractors must comply fully with internal security directives specific with the Authorized User. State Agencies and Contractors working for State Agencies are mandated to fully comply with all NYS OITS security policies, specifically NYS-S13-003 and NYS-S14-001, which can be found at www.lts.ny.gov.
- M. Contractor shall comply with all security procedures of the Authorized User clearly communicated to it in the performance of this Contract. Contractor acknowledges that such security procedures may vary based on the specific facility at which the Contractor is providing services, including but not limited to maintenance and installation.
- N. At a minimum, custom maintenance agreements may include the following sections: Scope of Services, Delivery and Acceptance Timeframes and Procedures, Time Commitments & Prioritization of Services, Preventive and Corrective Maintenance Activities, Service Level Agreement Penalties/Rewards and Reporting Requirements/Problem Escalation and Follow-up Procedures.

5.1 MAINTENANCE RESPONSIBILITY

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

In no instance shall the failure to resolve the issue of responsibility relieve any Contractor of their obligation to restore product operation. The Authorized User shall have the right to adjust such matters after the fact and validate charges and/or maintenance credits applicable to the provisions of the maintenance agreement. As a part of maintenance responsibilities, the Contractor shall present the Authorized User with other involved equipment and service providers in order to identify and correct the malfunction. The specific maintenance responsibilities are described in the maintenance agreement and must include the delineation of responsibility for any charges received from other involved equipment and service providers as a result of the use of Contractor supplied products.

5.2 MAINTENANCE/SERVICE SHEETS

Upon request, the Contractor shall furnish the Authorized User with a Maintenance Service Sheet for all maintenance requests. The Maintenance Service Sheet shall include, at a minimum, the following data for each request for service:

- Date and time notified
- Date and time of arrival
- Description of malfunction reported
- Diagnosis of failure and work performed
- Date and time failure was corrected
- Charges for the service, if applicable
- Name of person performing the service

The Maintenance Service Sheet must be supplied upon completion of maintenance whenever it is performed on the system.

5.3 REMOTE ADMINISTRATION/MAINTENANCE

Price List must include a description of any remote administration and/or maintenance service arrangements if provided with the product. The description must include the frequency of the interrogations and the resulting data. The cost for any equipment required to perform this function and the cost of the service, must be borne by the Contractor, as part of the cost of maintenance. Connections to networks must be performed in a manner prescribed by an Authorized User to preserve the integrity of the network, confidentiality and integrity of information transmitted over that network, and the availability of the network. At no time can any Authorized User owned data of any nature be viewed or transferred remotely. Only network performance and monitoring services can be provided through this Lot. Any service that acts upon or stores Authorized User data is considered a Cloud services and must be purchased through Lot 3 (Cloud Services). A failure to do so shall leave the

Contractor solely liable for any damages or liability incurred. All contractors must comply fully with NYS OITS Policy NYS-S14-010, Enterprise Remote Access.

Section 6. INSTALLATION REQUIREMENTS

6.1 PRE-INSTALLATION SITE VISITS

The Contractor agrees to provide at the request of the Authorized User, pre-implementation visits to the Authorized User's premises to ensure that the Contractor is completely familiar with the installation conditions of the Authorized User's facility.

6.2 INSTALLATION PERSONNEL REQUIREMENT

The Contractor agrees that all installation personnel assigned to install equipment or Solutions appear at the Authorized User's site fully equipped to perform the installation duties required. "Fully Equipped" is described as possessing all tools, cables, connectors, ladders, test equipment, termination equipment, etc., needed to complete the required installation without requiring the Authorized User to supply such items.

The Contractor agrees that all installation personnel assigned to install equipment to the Authorized User appear at the Authorized User's site dressed in a professional manner and possessing some type of company photo identification.

The Contractor agrees that Contractor personnel entering the premises of an Authorized User, inform the designated Authorized User's contact of their arrival. The Contractor must also inform the designated Authorized User's contact when leaving the Authorized User's premises.

The Contractor agrees that Contractor personnel comply with the individual facility's security requirements of the Authorized User for that location in which they are performing services under resultant Contracts, including signing the required log in/out forms, pre-scheduling of gate passes and submitting to full tool inventories, if required. Should installation personnel be rejected by the Authorized User, the Contractor must provide replacement personnel in order to meet assigned installation dates. Additionally, the Contractor must provide installation personnel who will agree to security procedures, including background checks that may be required by specific Authorized Users (e.g., Department of Corrections and Community Supervision, NYS Police) and comply with any apparel requirements for Authorized Users' facilities.

6.3 CLEAN UP OF AUTHORIZED USER SITE

The Contractor agrees it shall clean up and remove any and all debris and packaging material resulting from its work on Authorized User's premises on a daily basis. Upon completion of installation, the Contractor must leave the Authorized User's premises clean, orderly and ready for immediate use.

6.4 RESTORATION OF DAMAGED PROPERTY

The Contractor agrees to restore to original condition any damage to Authorized User's property caused by maintenance or installation personnel.

6.5 FINAL ACCEPTANCE OF INSTALLATION

The State defines system acceptance as the "problem free" operation of the installed equipment for a consecutive 30 day period commencing with the first day of business after equipment is fully operational. At that point, the Authorized User reserves the right to test for up to 30 calendar days. Should the equipment fail to operate "problem free" during the 30 day acceptance period, the Contractor will correct the problem at no cost to the Authorized User and the 30 day acceptance period will begin again. "Problem free" operation applies to the components of the installed equipment or system provided by the contractor including any necessary termination and interface hardware/systems, but does not include problems caused by the failure of any Authorized User provided premise infrastructure, failure of any Authorized Users provided interface or systems or erroneous software/system programming by the Authorized User.

An Authorized User has the discretion to waive or decrease the 30 day acceptance period. The Authorized User may accept the system and notify the Contractor. Upon receipt of notification of acceptance by an Authorized User payment may be made and any system warranty can commence.

The Contractor must agree at the request of the Authorized user to provide performance criteria for acceptance.

The Contractor must agree to perform at the request of the Authorized User an acceptance test which simulates normal operating conditions of the installed equipment to ensure proper performance after configuration is complete.

The Contractor must agree to perform at the request of the Authorized User a testing and acceptance plan for all equipment provided to the Authorized User. This acceptance criterion may include, but not necessarily be limited to, the following:

- Performance levels as provided by the contractor have been tested and met and/or exceeded
- All contingency and recovery systems and procedures have been demonstrated
- Equipment operability has been tested by the contractor and approved by the Authorized User

Section 7. TRAINING

7.1 MANUFACTURER TRAINING PACKAGES

The scope of this lot includes manufacturer training packages both remote and on-site. No customized training will be allowed under this Lot.

7.2 INSTRUCTION MANUALS/SOFTWARE AND DOCUMENTATION

Product shall be furnished, at no extra charge, with the complete set of standard operator instruction manuals and documentation (hard copy, CD Rom or web link) as would normally accompany such product(s). Contractor shall also ensure that the part numbers and part prices associated with the documentation are available to the Authorized User and included in Price List should an Authorized User purchase additional sets of technical manuals. Where software documentation is provided in electronic format, an Authorized User shall be entitled to make copies to the extent necessary to fully enjoy the rights granted under this Contract provided that the Authorized User reproduce the copyright notice and any other legend of ownership on any copies made.

Section 8. EPA ENERGY STAR PROGRAM

The Federal EPA in cooperation with Manufacturers, continues a program to foster the manufacture of energy efficient equipment. New York State fully supports this effort and requires all products offered to comply with EPA Energy Star guidelines for energy efficiency. The State may discontinue use of and/or delete from the Contract selected products as mandated by any NYS Energy legislation that is enacted during the term of this Contract. The Contractor shall have no recourse with the State for such discontinuance/deletion.

Lot 3 - Cloud Services Terms and Conditions

Section 1. GENERAL TERMS

For purposes of this Solicitation, the definition of Cloud shall be as follows: Any product or service sold as an “as a service” offering in which Authorized User data is transmitted, acted upon, or stored on non-Authorized User equipment. This may include, but is not limited to hosted applications, managed services and off-site data storage. The intent of this Lot is to provide the State and its’ Authorized Users with access to Cloud offerings that are categorized according to OITS Policy NYS-S14-002 as “Low”. Any use not categorized as “Low” by the Office of Information Technology Services (OITS) policy NYS-S14-002 is outside the scope of this Lot. Future Lots in a subsequent new Lot solicitation may allow other levels of security offerings.

1.1 OITS SECURITY POLICY

All Contractors providing Cloud products and services are to review and agree to comply with OITS Security Policies found at <http://www.its.ny.gov/tables/technologypolicyindex.htm/security>. Any Contractor found in violation of these policies with or without the knowledge of the Authorized User shall be fully and wholly responsible for any and all liability or damages that occur in relation to that policy violation, notwithstanding the limitation of liability clauses set forth in Appendix B, Sections 62 and 63.

1.2 INDEMNIFICATION

The State shall not indemnify any Cloud Contractor.

1.3 CLOUD PRODUCT

It is the responsibility of the Contractor to appropriately define its products (Software as a Service, Platform as a Service, Infrastructure as a Service, etc.) to allow the Authorized User to assess the risks involved. If it is determined after the transaction is processed that the product does not meet the description provided, the Contractor shall be fully and wholly responsible for any and all liability or damages that occur due to the Contractor description error, notwithstanding the limitation of liability clauses set forth in Appendix B, Sections 62 and 63.

1.4 DATA CATEGORIZATION STUDY

The Contractor is required to verify OITS approval and completion of the Authorized User’s Data Categorization Study (the Study) for each Executive Agency. Directions on how to complete the Study is available at the Office of Information Technology (OITS) website within OITS Policy Memo NYS-S14-002. The Contractor is not to enter into any transaction with any Executive Agency without confirmation in writing of the completion of this review.

The Contractor will review the Study with the Authorized User prior to the implementation of the project. The Contractor and the Authorized User must agree in writing that the data falls within the appropriate categorization prior to project implementation. If agreement cannot be reached, the State reserves the right for the Authorized User to move to the next viable quoted solution.

1.5 OPEN DATA FIELDS

The State has determined that open data fields in publicly accessible documents represent an unmanageable risk. It is therefore strongly recommended that open data fields are not included in Cloud applications.

1.6 SERVICE LEVEL AGREEMENTS

The State reserves the right for an Authorized User to negotiate Service Level Agreements (SLAs) based on their actual solution need as long as they do not violate the Laws of New York and the conditions above. These agreements may include, but are not limited to:

- System Availability
- Response Time
- Error Resolution Time

- Fail Over Window for Disaster Recovery
- Security Conditions (for Executive State Agencies consistent with OITS Policies)
- Disaster Recovery/Business Continuity
- Penalties for not meeting agreed Service Levels
- High Availability Periods (e.g., Monday through Friday 7am-7pm)
- Designated downtime/ maintenance periods (e.g., 7pm-7am)

Section 2. OWNERSHIP OF DATA AND RESPONSIBILITIES OF CONTRACTOR AND AUTHORIZED USER

2.1 DATA OWNERSHIP

The Authorized User shall own all rights, title and interest in its data that is related to the services provided by this Contract.

2.2 ACCESS TO AUTHORIZED USER ACCOUNTS

The Contractor shall not access any Authorized User account, or Authorized User Data, except:

- In the course of data center operations
- In response to service or technical issues
- As required by the express terms of this Solicitation
- At the State of New York's written request

2.3 PROTECTION OF PERSONAL PRIVACY AND SENSITIVE DATA

Protection of personal privacy and sensitive data shall be an integral part of the business activities of the Contractor to ensure that there is no inappropriate or unauthorized use of State of New York information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Authorized User information and comply with the following conditions:

- Personal information obtained by the Contractor shall remain the property of the Authorized User.
- At no time shall any data or processes which either belongs to or are intended for the use of the Authorized User or its officers, agents, or employees, be copied, disclosed, or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Authorized User.
- The Contractor shall not use any information collected in connection with the service issued from this Solicitation for any purpose other than fulfilling the service.
- The Contractor shall ensure encryption of all non-public data in transit to/from the cloud during the life of the resultant contracts. The contractor must provide encrypted channels for Authorized Users.
- For engagements where the Contractor stores sensitive personally identifiable or otherwise confidential information, this data shall be encrypted at rest. Examples are Social Security Number and Date of Birth.

2.4 PORTABLE DEVICES

Contractor shall not allow its' personnel or subcontractors to store Authorized User State data on portable devices, including personal computers, except for devices that are used and kept only at its' Continental United States data centers. Contractor will permit its' personnel and Contractors to access Authorized User data remotely, only as required to provide technical support. Contractor will process New York State data outside its' Continental United States facilities only to provide services to Authorized Users of New York State located outside the Continental United States.

2.5 SHARING AND TRANSFERRING OF DATA

The Contractor will not share data with its' other customers, store data on devices with data belonging to other customers or transfer data through devices shared with other customers, unless expressly approved by the data owner.

At any time during the life of this Contract, or any specific transaction, the Authorized User may require data to be transferred between Contract holders. This must be carried out with all possible assistance from the Contractor as specified by the State. This may include transition from one Cloud provider to another based on the results of a competitive transaction.

All expenses incurred by the Contractor for the transfer of such data are the responsibility of the Contractor. This may include, but is not limited to, conversion of all data into or from an industry standard format(s) including comma/delimited files, txt files, or Microsoft standard file formats.

At the request of the Authorized User, the Contractor will provide transference services from existing databases to physical storage devices to facilitate movement of large volumes of data.

The Authorized User may require several Cloud providers to share or transfer data for a period of time. This will be negotiated within the specific transaction or shall be assumed to be limited to a six month duration. All expenses incurred during this process will be at the responsibility of the Contractor.

The Authorized User may require Cloud Contractors to share data in real time with the Authorized User or a Third Party. This may include transition of data to or from Contractor's product. There shall be no additional fees or costs to the Authorized User for such transition of data.

2.6 PROHIBITION ON DATA USAGE

The Contractor will not use Authorized User data for any purpose other than as provided for under this Contract.

2.7 SERVICES AND DATA

Services and Data shall remain in the Continental United States. Contractor will provide its' services under this Contract solely from data centers in the Continental United States. Storage of data at rest will be located solely in data centers in the Continental United States. The term "data center" applies to all Contractor facilities and those used by Sub-Contractors in which State data is processed or stored.

All helpdesk, online, and support services which access any Authorized User data and its' derivatives must be housed within the Continental United States. At no time will any "following the sun" support be allowed to access directly or indirectly any State data or its' derivatives.

2.8 ENCRYPTION

All State data and its derivatives must be encrypted at all times.

Encryption between State Authorized Users endpoint and the Contractor will be specified by the OITS Enterprise Information Security Officer (EISO). The Contractor will be required to strictly adhere to any requirements put forth by OITS.

Encryption must be carried out at the 256-bit AES Level with key access restricted to State staff only, unless with the express written permission of the EISO.

Any further modifications of the encryption language must be approved by the EISO.

2.9 IMPORT/EXPORT OF DATA BY AUTHORIZED USER

The Authorized User can import/export data without interference from the Contractor. The Authorized User will have such access to Authorized User owned data whenever such data is in the possession of Contractor, whether or not an account is suspended or terminated.

The State Authorized User shall have the ability to import or export data in a piecemeal manner or in its entirety at its discretion, without interference from the Contractor. This includes the ability for the Authorized User to import or export data to/from other Contractors.

2.10 FEDERAL ACCESSIBILITY STANDARDS

The Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973. <http://www.section508.gov/Section-508-Of-The-Rehabilitation-Act>.

Section 3. NOTIFICATIONS

3.1 DATA STORAGE LOCATION

The Contractor agrees to maintain the service and data within the Continental United States and will notify the Authorized User where data is physically stored, including any backup locations.

3.2 NOTIFICATION OF DATA MOVES

The Contractor agrees to notify the Authorized User immediately when data is moved and to where the data is moving.

The Contractor will notify the Authorized User immediately in the event that e-discovery, litigation hold, discovery search, or request for access by law enforcement involving access to State data is received by Contractor. Notification shall be in writing, within four (4) hours of request.

The Contractor shall refuse all requests to access or seize data containing Authorized User data unless a Court Order or Warrant is presented.

The Contractor shall not respond to subpoenas, service of process, and other legal requests related to Authorized User data and its products without first providing the Authorized User with a minimum of 96 hours' notice, unless prohibited by law from providing such notice.

3.3 SECURITY PROCESSES

The Authorized User and Contractor will each communicate security processes to ensure there is an understanding of and an agreement to their respective roles/responsibilities.

State and federal program regulations, laws, and IT standards require information technology providers to operate within the regulatory environment that the State is required to operate. In order to ensure that the system security is adequate and that there are no gaps in control coverage, the State and/or the Authorized User will review the cloud Contractor's Service Organization Controls (SOC) audit report discussing the Contractor's security provisions relative to the data/system's security impact level (as defined by FISMA - Low, Moderate, High).

3.4 COMPUTER SECURITY INCIDENT

A computer security incident is a violation or imminent threat of violation of computer security policies, acceptable use policies, or standard security practices. Incidents are reported to the Authorized User as required by the Contractor Incident Response procedures, unless specifically requested in the transactional agreement.

A Contractor often needs to communicate with outside parties regarding an incident, and they should do so whenever appropriate, such as contacting law enforcement, fielding media inquiries, and seeking external expertise. Discussing incidents with public jurisdictions should be handled on an as needed basis, as part of Contractor's communication and mitigation processes, unless specifically requested in the transactional agreement.

3.5 ADVERSE EVENT

Adverse events are events with a negative consequence, including but not limited to system crashes, packet floods, unauthorized use of system privileges, unauthorized access to sensitive data, and execution of malware that destroys data as defined in Computer Security Incident Handling Guide, NIST Special Publication 800-61, p. 6, <http://csrc.nist.gov/publications/nistpubs/800-61rev2/SP800-61rev2.pdf>. Adverse events are reported to Authorized Users following the Contractor's standard breach reporting requirements.

3.6 DATA BREACH

New York State requires public breach notification when citizen's personally identifiable information is lost or stolen. All communication shall be coordinated with the State of New York. See NYS General Business Law Section 899-aa and NY State Technology Law Section 208.

A Breach is the unauthorized access to or acquisition of any record containing Authorized User content in a manner that renders misuse of the information reasonably possible.

If the Contractor has actual knowledge of a confirmed breach that affects the security of Authorized User content, the Contractor is subject to applicable data breach notification law. In cases of data breach, the Contractor shall:

- Promptly notify the Authorized User, as required by applicable law
- Take commercially reasonable measures to address the data breach in a timely manner
- Comply with NYS OITS security policy NYS-S13-005

3.7 PERSONAL DATA SECURITY BREACH

Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of sensitive Personal Data. Such security measures shall be in accordance with good industry practice and not less stringent than the measures Contractor applies to its own sensitive personal data of similar kind.

Contractor shall promptly notify the Authorized User by telephone in accordance with State law and the projects agreed upon security plan or security procedures, if Contractor reasonably believes there has been a security incident.

Contractor shall promptly notify the Authorized User by telephone if it confirms that there is, or reasonably believes that there has been, a data breach. Contractor shall:

- Cooperate with the Authorized User as reasonably requested by the Authorized User to investigate and resolve the data breach
- Promptly implement necessary remedial measures, if necessary
- Document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the Services, if necessary.

3.8 UPGRADES, SYSTEM CHANGES AND MAINTENANCE

The Contractor shall give a minimum of five (5) business days advance notice to a designated Authorized User contact (to be determined at Contract time) of any major upgrades or system changes that the Contractor will be performing.

The State reserves the right to negotiate further notification levels or designate further contacts within the scope of work for a specific project.

In the event of planned system down time, Monday-Friday, 6:00am-6:00pm EST, the Contractor must provide alternative access mechanisms to ensure there is continuous access to the data during these hours. This alternative access must meet all requirements for security and control of the original access. A plan for such alternative access must be reviewed and approved by the State EISO prior to implementation.

3.9 TERMINATION OF SERVICES

In the event of termination of the Contract, the Contractor shall implement an orderly return of Authorized User data in a Comma Separated Values (CSV) or another mutually agreeable format and the subsequent secure disposal of Authorized User data.

3.9.1 Suspension of services

During any period of suspension, the Contractor shall not take any action to intentionally erase any Authorized User data.

3.9.2 Termination of any Services or Agreement in its Entirety

In the event of termination of any services or Agreement in entirety, the Contractor shall not take any action to intentionally erase any Authorized User data for a period of:

- 60 days after the effective date of termination, if the termination is in accordance with the Contract period
- 60 days after the effective date of termination, if the termination is for convenience
- 60 days after the effective date of termination, if the termination is for cause.

After such period, the Contractor shall have no obligation to maintain or provide any Authorized User data and shall thereafter, unless legally prohibited, delete all Authorized User data in its systems or otherwise in its possession or under its control.

3.9.3 Post-Termination Assistance

The Authorized User shall be entitled to any post-termination assistance generally made available with respect to the services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement.

3.10 SECURE DATA DISPOSAL

When requested by the Authorized User, the Contractor shall destroy all requested data in all of its forms (i.e., disk, CD/DVD, backup tape, and paper). Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods, and certificates of destruction shall be provided to the Authorized User.

3.11 SUSPENSION OF SERVICES

During any period of suspension, the Contractor shall not take any action to intentionally erase any Authorized User data.

3.12 CONTRACTOR REPRESENTATIVE BACKGROUND CHECKS

The Contractor shall conduct criminal background checks and not utilize any staff, including Sub-Contractors, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

The State will receive a copy of all staffing plans. The State may require further background check, as required, to meet security requirements. These specific conditions will be negotiated in the transaction (SOW). Any expenses resulting from the background checks / security checks will be the responsibility of the Contractor.

3.13 ACCESS TO SECURITY LOGS AND REPORTS

The Contractor shall provide reports to the State EISO/Authorized User directly related to the infrastructure that the Contractor controls upon which the State account resides. Unless otherwise agreed to in the SLA, the Contractor will provide the NYS EISO/AU a history of all Application Programming Interface (API) calls for the State/AU account that includes the identity of the API caller, the time of the API call, the source IP address of the API caller, the request parameters, and the response elements returned by the Contractor. The report shall be sufficient to enable the EISO/AU to perform security analysis, resource change tracking and compliance auditing.

The Contractor and the State/AU recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Contractor is responsible for its' secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

The Contractor shall provide reports to the Authorized User in a format as specified in the Contract or back-up as agreed to by both the Contractor and the Authorized User. Reports shall include, but not be limited to latency statistics, user access, user access IP address, user access history and security logs for all Authorized User files related to this Contract.

3.14 CHANGE CONTROL/MAINTENANCE

Thirty days advance notice must be given to the Authorized User of any major upgrades or system changes that the Contractor will be performing. A major upgrade is a replacement of hardware, software or firmware with a newer or better version, in order to bring the system up to date or to improve its characteristics and usually includes a new version number.

3.15 SECURITY

The Contractor shall disclose its non-proprietary security processes and technical limitations to the Authorized User such that adequate protection and flexibility can be attained between the Authorized User and the Contractor. These security processes shall include, but not be limited to virus checking and port sniffing. The Authorized User and the Contractor shall understand each other's roles and responsibilities as determined during pre-implementation discussions.

3.16 CONTRACTOR REPRESENTATIVE NON-DISCLOSURE AND SEPARATION OF DUTIES

The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Authorized User data to that which is absolutely needed to perform job duties.

3.17 DATA IMPORT/EXPORT

The Authorized User shall have the ability to import or export data in a piecemeal manner or in its entirety at Authorized User discretion, without interference from the Contractor. This includes, but is not limited to the ability for the Authorized User to import or export data to/from other Cloud service providers.

3.18 SUB-CONTRACTORS

The Contractor shall identify all of its strategic business partners related to services provided under this Contract, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, who will be involved in any application development and/or operations.

3.19 CONTRACTOR REPRESENTATIVE RIGHT TO REMOVE

The Authorized User shall have the right at any time to require that the Contractor remove from interaction with the Authorized User any Contractor representative who the Authorized User believes is detrimental to its working relationship with the Contractor. The Authorized User will provide the Contractor with written notice of its determination, and the reasons it requests the removal. If the Authorized User signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the person to any aspect of the Contract or future SLAs without the State's consent.

3.20 WEB SERVICES

The Contractor shall use web services exclusively to interface with the State's data in near real-time when possible.

Section 4. AUDITS AND REVIEWS

4.1 AUDIT FOR CONTRACT CONFORMANCE

The Contractor shall allow the State to audit conformance to the Contract. The State may perform this audit or contract with a third party at its discretion at the State's expense.

4.2 ANNUAL INDEPENDENT AUDIT

The Contractor shall perform an independent audit of their data centers at least annually at Contractor expense, and provide a redacted version of the audit report upon request. The Contractor may remove their proprietary information from the redacted version (i.e., a Service Organization Control (SOC) 2 audit report would be sufficient).

If it is determined the Contractor is not aligned with State-specific regulation, law or standard, Contractor agrees to include such alignment and provide the corresponding reports and certifications.

4.3 BUSINESS CONTINUITY/DISASTER RECOVERY TESTS

The Contractor will provide a minimum of five (5) business days' notice of Business Continuity/Disaster Recovery tests and test results. Such operations will be personally coordinated between Contractor and State by the Contractor. The Contractor will share all results with the State. Processes to be followed for coordination of such testing will be provided by the State in each SLA.

The Contractor shall provide a Business Continuity and Disaster Recovery plan To the NYS EISO or the Authorized User for review and approval and ensure that the State's/AU's Recovery Time Objective (RTO) of XXX hours/days is met. (XXX will be negotiated by both parties).

Section 5. CONTRACTOR STAFFING AND STRATEGIC BUSINESS PARTNERS

5.1 STRATEGIC BUSINESS PARTNERS

The Contractor shall identify all of its' strategic business partners related to services provided under resultant contracts, including but not limited to all Sub-Contractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, who will be involved in any application development and/or operations.

Contractor is responsible for all actions of strategic business partners. Partners will not be permitted access to State data unless needed to perform their functions and will be prohibited from other usage.

The State will assess and manage granting access to State systems to any third party and will identify all entities which will be involved in providing the contracted services.

Section 6. Operations

6.1 PASSWORDS

The Authorized User reserves the right to require a password for access for all systems. Such password shall comply with NYS OITS authentication token standard policy NYS-S14-006.

6.2 DATA BREACH

If a data breach is a direct result of Contractor's breach of their contract obligation to encrypt personal data, Contractor shall bear the costs associated with:

- The investigation and resolution of the Data Breach
- Notifications to individuals, regulators, or others required by state law
- Providing credit monitoring service required by state [or federal] law
- Completing all corrective actions as reasonably determined by Company based on root cause

In the event the breach is deemed the Contractor's responsibility and the Contractor is unable to take corrective actions in a timely fashion that are acceptable to the NYS EISO, the State may contract with a 3rd Party to provide the required services until corrections acceptable to the NYS EISO are completed or until a new procurement for a replacement system can be completed. In either case the Contractor will be responsible for the cost of these services during this period.

Section 7. Suspension and Termination

7.1 NOTIFICATION OF TERMINATION OF SERVICES

In the event of termination of services initiated by either party, the Contractor agrees to an orderly return of data in an Authorized User specified format. The Authorized User reserves the right to establish the specified number of days for moving data to avoid data loss.

The State reserves the right to require the contractor to cooperate with a 3rd party to transfer data and analytics. Service will be maintained during this period at previously agreed levels.

7.2 TERMINATION OF ANY SERVICES OR AGREEMENTS IN ITS ENTIRETY

In the event of termination of any services or agreement in entirety, the Contractor shall not take any action to intentionally erase any Authorized User data for a period of:

- 6 months after the effective date of termination, if the termination is in accordance with the Contract period
- 6 months after the effective date of termination, if the termination is for convenience
- 6 months after the effective date of termination, if the termination is for cause

7.3 DISPUTED PAYMENTS

Disputed payments are exempt from triggering a service suspension for non-payment.

7.4 SERVICES UPON NOTIFICATION OF TERMINATION

Upon notification of termination of services to the State, the Contractor agrees to provide services as agreed to for a minimum of six (6) months following a notification of termination of Contractor services to retrieve data. The State reserves the right to negotiate extension of this extended period for specified services.

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Section 1. SCOPE

1.1 OBJECTIVE

The New York State Office of General Services (OGS), New York State Procurement (NYSPro) seeks qualified and experienced Bidders as defined below to provide Proposals for comprehensive connectivity services as outlined in Groups 1, 2 and 3. Proposals may be submitted for any combination of Groups, Categories within Groups, statewide or by counties. The intent is to award multiple contracts, both statewide and/or by county, to provide State agencies and other Authorized Users the ability to obtain various Telecommunication Services. This Solicitation outlines the terms and conditions, as well as the accepted telecommunication services and installation specifications

1.2 SERVICE GROUPS AND CATEGORIES

Bidder may:

- Bid by Group(s) or Categories of Services with the Group(s)
- Statewide
- By County or Multiple Counties

Bidder will be accepted for the following:

1.2.1 Group 1 – Voice Services

Category

1. [Local Exchange Service](#)
2. [Long Distance Services](#)
3. [Toll Free Services](#)
4. [Central Office Exchange Services \(CENTREX\)](#)
5. [Calling Card Services](#)
6. [Directory Assistance Services](#)
7. [Voice Over IP Services \(VoIP\)](#)
8. [Session Initiation Protocol Services \(SIP\)](#)

1.2.2 Group 2 – Connectivity Services

Category

1. [Private Line Data Services](#)
2. [Switched 56KBPS Services](#)
3. [Integrated Services Digital Network Services \(ISDN\)](#)
4. [Digital Subscriber Line Services \(xDSL\)](#)
5. [Frame Relay Services](#)
6. [Asynchronous Transfer Mode Services \(ATM\)](#)
7. [Synchronous Optical Network Services \(SONET\)](#)
8. [Ethernet Services \(MAN/WAN\)](#)
9. [Dark Fiber Service](#)
10. [Cable Based Broadband Services](#)
11. [Satellite Services \(Fixed Point-to-Point\)](#)
12. [Fixed Wireless Services](#)

1.2.3 Group 3 – Managed Services

Category

1. [Internet Access Services](#)
2. [Internet Services](#)
3. [Multi-Protocol Label Switching Services \(MPLS\)](#)
4. [Mobile Wireless Services](#)
5. [Audio Conferencing Services](#)

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6. [Video Conferencing Services](#)
7. [Interactive Voice Response Services \(IVR\)](#)
8. [Broadcast Notification Service](#)
9. [Emergency Notification Services](#)
10. [Fleet Management Services](#)
11. [Cable Infrastructure Services](#)

1.2.4 Coverage Areas

This Solicitation seeks to secure ubiquitous coverage within the geographic boundaries of New York State, statewide or regional as defined below. To enhance competition and ensure timely acquisition of telecommunications service, awards will be made to responsible bidders by county, multiple counties or statewide. New York State is divided into 62 counties. The counties to be covered are as follows:

NOTICE Bidder can bid statewide, by county or multiple counties

Albany	Oneida
Allegany	Onondaga
Bronx	Ontario
Broome	Orange
Cattaraugus	Orleans
Cayuga	Oswego
Chautauqua	Otsego
Chemung	Putnam
Chenango	Queens
Clinton	Rensselaer
Columbia	Richmond
Cortland	Rockland
Delaware	Saratoga
Dutchess	Schenectady
Erie	Schoharie
Essex	Schuyler
Franklin	Seneca
Fulton	St. Lawrence
Genesee	Steuben
Greene	Suffolk
Hamilton	Sullivan
Herkimer	Tioga
Jefferson	Tompkins
Kings	Ulster
Lewis	Warren
Livingston	Washington
Madison	Wayne
Monroe	Westchester
Montgomery	Wyoming
Nassau	Yates
New York	
Niagara	

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Section 2. VOICE SERVICES – GROUP 1

2.1 LOCAL EXCHANGE SERVICES

2.1.1 Service Description

Bidder must describe, in their Proposal, the local calling services being offered in their Proposal; these include but are not limited to:

- Outbound Intrastate/Local
- Outbound IntraLATA/ Regional
- Inbound Toll-Free
- IntraLATA/Regional
- Local Intrastate

For outbound calls that are either within the local calling area, or intraLATA/regional/local, billing timing increments of 1/1 second is preferred; 6/6 second is the maximum acceptable timing increment. (e.g., the component price for the first 6 seconds and for the next 6 seconds)

Bidder must agree to provide a minimum of P.01 grade of service on all switched and dedicated circuits.

Bidder must provide inbound toll free intraLATA/regional calling services that provide a Custom Redirect Service (CRS) capability. Options for call redirection must include: Time of Day/Day of Week Redirection, Percentage Redirection, Number Identification, and Auto Attendant Redirection.

Bidder must provide details on the service offering, availability information and all pricing components. Bidder must respond to the specifications in this section of the Solicitation document. All costs associated with the proposed local exchange service must be included in the Cost Tables in “Price Pages” template.

Bidder are required to construct and submit all required tariff related items to provide services described in this Solicitation. Any and all costs associated with these filings must be borne by Bidder.

2.1.2 Local Calling Area Defined

For the purposes of this RFP and any resulting Contract(s), the State of New York considers “local exchange calls” to be a call originating and/or terminating in the same local exchange area. Bidder is required to adhere to the local calling area definitions for New York State.

The local exchange service provided by Bidder must adhere to all standards for the North American and International Dialing plans. Bidder must state whether local calls within the same calling area will require a seven digit (NXX+XXXX) or ten digit (NPA+NXX+XXXX) dialing plan.

2.1.3 Access Type

Bidder may provide local exchange service via the following circuit types but not limited to:

- Analog/Digital Two/Four-Wire Circuit
- DSL
- Digital Trunk (DS-0, DS-1, DS-3, etc.)
- Integrated Services Digital Network – Basic Rate Interface (ISDN BRI)
- Integrated Services Digital Network – Primary Rate Interface (ISDN PRI)
- Broadband

Bidder must list the types of access available with their proposed local exchange service. Bidder must adhere to the requirements listed below for the type of access being proposed for local exchange service. Bidder must reply “N/A” (Not Applicable) to those specifications below that pertain to access types that will not be used for proposed local exchange service.

2.1.3.1 Analog Access Requirements

Bidder must propose analog lines/trunks that can be used either in a single line mode or in a multi-line hunt group arrangement.

Bidder must propose and identify their maximum analog lines/trunks that may be included in one multi-line hunt group arrangement.

Bidder must propose analog lines/trunks that can be used by rotary (pulse) premises-based systems or equipment as well as Touch Tone (DTMF) compatible equipment.

2.1.3.2 Digital Access Requirements

Bidder must propose digital trunks that allow for multiple calls to be received from a single dialed number.

Bidder must state the limit to the number of calls that can be processed simultaneously with each of the digital access types being proposed for its local exchange service.

Bidder must propose digital accesses that allow its local exchange service to be used by rotary (pulse) premises-based systems or equipment as well as Touch Tone (DTMF) compatible equipment.

2.1.3.3 All Access Types

Bidder must propose local exchange service regardless of access type that allow for the processing of calls using Dual Tone Multi-Frequency (DTMF) signals or Touch Tone service. Such functionality must be included in basic monthly cost of the proposed local exchange service.

It is required that Bidder provide Dual Tone Multi-Frequency (DTMF) signals or Touch Tone service for its local exchange service at no charge to Authorized Users.

2.1.4 Calling Features

Bidder must describe, in their Proposal, which of the following features or additional features are provided with its local exchange service either in analog or digital access format:

- Call Forwarding
- Call Waiting
- Call Conferencing (3 Party Calling)
- Incoming Caller Identification
- Incoming Caller Identification w/Calling Party Name
- Last Call Return (Access by Code)
- Incoming Call Trace Capability
- Speed Dialing (Frequently Dialed Numbers)
- Repeat Dialing of Called Number

All recurring and non-recurring charges associated with these features (on a per line basis) must be included in the Cost Tables in "Price Pages" template.

2.1.5 Pay-Per-Call Service Restriction

Bidder must propose local exchange service that allows the Authorized User to block access to some or all prerecorded announcements, talk lines, and information services. These distinct prefixes include, but are not limited to the following NPA 500 and NPA 900 such as:

- Service Area Code or Exchange
- Group Conversation Lines 550
- Adult Information Services 554

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- Pay-per-Call Services 900
- Information Services 920
- Adult Programs 940
- Information Services 976

Bidder must include any additional area codes and/or exchanges that provide such pay-per-call services which may become available in the future in the proposed blocking feature.

2.1.6 Directory Assistance Call Transfer Restriction

Bidder must propose local exchange service that can restrict the caller from accessing or being connected to their desired telephone number through directory assistance service.

2.1.7 Collect or 3rd Party Call Acceptance

Bidder must propose local exchange service that can restrict the acceptance of collect calls and third party billed calls upon request of the Authorized User.

2.1.8 Operator Services

Bidder must propose local exchange service that includes human operator service for assistance in placing local calls, person-to-person local calls, collect local calls and local third party calls as well as connection to intra-LATA and inter-LATA operator services when required. Bidder must describe, in their Proposal, their operator service offering.

Bidder must provide automated local operator service for assistance in placing local calls, person-to-person local calls, collect local calls and local third party calls as well as connection to intra-LATA and inter-LATA operator services when required.

Bidder must describe, in their Proposal, its operator service offering.

Bidder must provide local operator service 24 hours-a-day, 365 days-per-year with no holiday exceptions.

2.1.9 Incoming Caller Identification

The local exchange service proposed by the Bidder must allow for incoming caller identification (caller ID) service allowing for the display of the calling telephone number to an industry standard caller ID device, telephone instrument or premises based telephone system. It is desirable that caller identification service be provided at no cost to the Authorized Users.

The Bidder must provide local exchange service that allows for the caller to either block or activate the caller identification service. This option must allow Authorized Users to utilize caller identification service in the following ways:

- Activation of the caller identification service by the Bidder for all calls originating from that telephone number. Blocking of the caller identification service is performed by the end user entering a simple code on the touch tone pad.
- Blocking of the caller identification service by the Bidder for all calls originating from the telephone number. Activation of the caller identification service is performed by the end user entering a simple code on the touch tone pad.

2.1.10 Remote Call Forwarding

Bidder must describe, in their Proposal, how their proposed local exchange service will allow for the activation of remote call forwarding. Remote call forwarding is a function by which the Bidder provides a local telephone number to an Agency which forwards all incoming calls to that number to another pre-designated telephone number. This pre-designated telephone number may exist at any location served by the North American Dialing Plan.

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The proposed Remote Call Forwarding function must allow for multiple calls to be forwarded simultaneously should the receiving telephone service be capable of processing multiple calls. e.g., in a multi-line hunt group.

The Bidder must provide all costs associated with provisioning Remote Call Forwarding in the Cost Tables in "Price Pages" template.

2.1.11 Pre-Subscription for Toll Services (Equal Access)

Bidder must provide local exchange service that allows the Authorized Users to pre-subscribe to any authorized Inter-Exchange Carrier (IXC) for inter-LATA and international toll calling.

Bidder must provide local exchange service that allows the Authorized Users to pre-subscribe to any authorized Local Exchange Carrier (LEC) or Inter-Exchange Carrier (IXC) for intra-LATA toll calling.

2.1.12 Standards Compliance

The services proposed by Bidder must conform to all required national and international standards. Bidder must guarantee that the proposed service meets or exceeds these standards and include a list of such standards in its response.

Bidder must describe, in their Proposal, the measures they will take to ensure they will comply with all industry standards.

2.1.13 Local Number Portability

Bidder must provide for local number portability with its proposed local exchange service. Local number portability must allow for Authorized Users to retain local telephone numbers when changing from current local exchange carriers to the Bidder's services as well as from the Bidder's service to another local exchange carrier. Bidder must describe, in their Proposal, how local number portability will be provided to Authorized Users

The Bidder must state areas within New York State where they cannot provide local number portability. In those areas where local number portability is not available, Bidder must describe, in their Proposal, alternatives for those Authorized Users to retain their telephone numbers while moving to or from the Bidder's local exchange service. (e.g., re-routing of calls, referral message, call forwarding). Bidder must provide local number portability at no charge to Authorized Users

2.1.14 E911

Bidder must propose local usage service that meets the compatibility requirements for all emergency and enhanced 911 services within New York State. The Bidder must describe, in their Proposal, in detail, how it meets the requirements for providing enhanced 911 dialing by the user as well as delivery of required calling number and location identification to the required Public Safety Answering Point (PSAP).

The Americans with Disabilities Act (ADA) requires all PSAPs to provide direct, equal access to their services for people with disabilities who use TTYs. PBX systems that generally support E911 access to emergency services must have the necessary programming to enable three-digit dialing to Telecommunications Relay Services (TRS) centers.

2.1.15 Listing in Directory Assistance

All published telephone numbers of New York State Agencies must be made available to the general public of New York State through the use of a call to an automated or "live" directory assistance service. Bidder must describe, in their Proposal, how directory assistance will be performed using the standard "411" dialing code.

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2.1.16 Disconnection of Services

The Bidder must provide local exchange service that allows for intercept messages and referrals to be associated with local exchange service that has been disconnected. These intercept messages must include, but not be limited to the following:

- Number Dialed Not in Service;
- Number Dialed Not in Service with Referral to New Number (10 Digit Format);
- Number Dialed Temporarily Out of Service.

Bidder must provide all Authorized User required intercept messages and referrals for a minimum of one year from the date of disconnection at no cost.

2.1.17 Temporary Suspension of Service

Bidder must propose local exchange service that allows for the temporary suspension of service with an intercept message providing such notification. Temporary suspension of service may be enacted by Authorized Users that provide seasonal services to the general public and that wish to continue to use the same telephone number during subsequent seasons.

Costs associated with providing this service must be included in the Cost Tables in “Price Pages” template.

It is desirable that the Bidder provide a suspension and reactivation of local exchange service at no cost to the Authorized User.

2.1.18 Reinstallation of Services

It is desirable that the Bidder not charge installation charges for services should disconnected lines be re-installed within 90 days of original removal.

2.1.19 Full or Unlimited Use Service

It is desirable that Agencies which presently utilize local exchange service with unlimited usage be able to continue to do so with the Bidder’s proposed services.

The Bidder must provide the costs associated with unlimited local exchange service in the Cost Tables in “Price Pages” template.

2.1.20 Busy Condition Studies/Reports

Bidder must provide, upon request by the Authorized User, a report that indicates the number of times in a set period of time (e.g., hourly, daily, weekly or monthly) that a caller encountered a busy condition when calling the proposed local exchange service.

Bidder must provide a minimum of 12 “Busy Studies” on an annual basis upon request of the Authorized User at no cost.

Bidder must state the total number of “Busy Studies” (above the required 12) that it will provide at no charge to the Authorized User on an annual basis.

It is desirable that the Bidder provide all “Busy Studies” requested by the Authorized User at no cost.

2.1.21 Direct-Inward-Dialing (DID) Service

Bidder must propose Direct-Inward-Dialing (DID) service as part of its local exchange service offering.

Bidder must list, in its response, the access circuit types available to Authorized Users for the proposed DID service (e.g., analog DID trunks, digital trunks, digital ISDN PRI circuits, etc.)

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The DID service proposed by the Bidder must provide Dialed Number Identification Service (DNIS) to the receiving telecommunications equipment at the Authorized Users site. The Bidder must state the minimum and maximum number of digits being delivered to the Authorized Users premise equipment.

The DID service proposed by the Bidder must provide blocks of consecutive telephone numbers for the Authorized User. The Bidder must describe, in their Proposal, the minimum and maximum number of consecutive telephone numbers available with the proposed DID service.

2.1.22 Pricing of Local Exchange Service

Bidder must provide the basic monthly cost for its proposed local exchange service in the Cost Tables in “Price Pages” template.

Bidder must provide fixed rates per minute for local exchange, calls. The Bidder shall understand and agree that rates shall mean one rate per minute that is not mileage sensitive or utilize other variables such as, mileage bands or on-net and off-net as different schedules. Bidder shall itemize any time increments built into the per-minute rate (e.g., the component price for the first 6 seconds and for the next 6 seconds) as may be relevant to the Bidder’s per-minute incremental billing structure.

Bidder must state how they intend to charge for local exchange calls. (e.g., on a time-expended basis only, on a per-call basis only or on a-per call and time-expended basis).

Bidder must provide the costs associated with local exchange calls in the Cost Tables in “Price Pages” template.

Bidder must propose a single local exchange usage rate for all local calling areas within New York State. Bidder may not quote local exchange rates that vary from calling area to calling area.

2.1.23 Management Reports

Bidder must describe, in their Proposal, all management reports available to the Authorized Users with the proposed local exchange service. These management reports must be available to the Agency upon request.

2.1.24 Network Management

Bidder must describe, in their Proposal, all network management services available to the Authorized Users with the proposed local service. Bidder must provide all associated costs for these management services in the Cost Tables in “Price Pages” template.

Bidder must describe, in their Proposal, how real-time monitoring of the local network is conducted (e.g., alarm notification, performance statistics, etc.).

Bidder must describe, in their Proposal, how proactive monitoring, trouble ticketing and user notification is performed on its local network.

2.2 LONG DISTANCE SERVICES

Bidder must provide the long distance calling services offered in its Proposal, including but not necessarily limited to outbound intrastate, outbound interstate and outbound international. For each calling service, indicate specific billing timing increments – 1/1, 6/6 (Maximum non-international), 18/6 (Maximum international only). (E.g., the international component price for the first 18 seconds and for the next and additional 6 seconds increments).

Bidder must provide details on the Long Distance service offering, availability information and all pricing components. Bidder must respond to the specifications in this section of the Solicitation document. All costs associated with the proposed long distance service must be included in the Cost Tables in “Price Pages” template.

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2.2.1 Types of Toll Service

Bidder must propose outgoing toll services that accommodate the following types of traffic:

- Intra-LATA Calling
- Intra-State, Inter-LATA Calling
- Inter-State, Inter-LATA Calling
- International Calling

Bidder must provide intra-LATA and inter-LATA toll service that conforms to the standard 10-digit North American Dialing plan.

Bidder must provide toll services that conform to the international dialing plan of the ITU for all international calls.

2.2.2 On-Net/Off-Net Traffic Description

For the purpose of this Solicitation, an on-net call is a toll call that originates and terminates with an Authorized User. An off-net call is a toll call that originates with an Authorized User and terminates at a non-Agency location or vice versa.

It is desirable that the Bidder provide toll service rates that are lower for on-net calls (switched and dedicated access) than for off-net calls.

All costs associated with on and off-net toll calls must be provided in the Cost Tables in “Price Pages” template.

2.2.3 Dedicated/Switched Access

Bidder must describe, in their Proposal, their definition of a switched access toll call and a dedicated access toll call.

2.2.4 Dialing Requirements

Bidder must provide outgoing toll services that allow for Direct Distance Dialing (DDD) and International Direct Distance Dialing (IDDD).

2.2.5 Call Answer Supervision

Bidder must propose a toll service network that provides full call and answer supervision for both domestic United States and international calling. The Bidder must briefly state how this supervision is provided (hardware, software, etc.) and what measures are in place to ensure that the erroneous billing of calls will not happen.

2.2.6 Authorization Codes

Bidder must propose outgoing toll service which provides end user authorization codes for outgoing toll calling. These authorization codes must be “forced” and “verified”, denying call completion until a valid code is entered and verified. The Bidder must describe, in their Proposal, how code validity is verified.

2.2.7 Account Codes

Bidder must provide “optional” account codes for outgoing toll calling. These account codes would be used to identify a department or project against which the call would be billed.

2.2.8 Code Customization

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It is desirable that the Authorized User be able to customize the authorization and account codes provided for use with the Bidder's toll service. For example, the Authorized User may wish to provide codes according to a current billing numbering plan, office location identification code, etc. The Bidder must state if this function is available and describe, in their Proposal, any limitations to this capability.

2.2.9 Maintenance of Codes

Bidder must provide the following information regarding the authorization and account codes required:

- Process for adding and deleting codes
- Timeframe for adding and deleting codes
- Responsibility for retaining/updating the code database
- Capability for customer to add and delete

2.2.10 Implementation Timeframes

Bidder must state within their Proposal the maximum time to implement the proposed toll services via the following accesses:

- Analog Business Lines/Trunks
- ISDN Basic Rate Interface
- ISDN Primary Rate Interface
- DS-1 Circuit

Bidder are required to meet the listed implementation timeframes provided for the proposed toll services unless other timeframes have been negotiated with the contracting Agency.

2.2.11 Pricing of Outgoing Toll Service

Bidder must provide all costs associated with the proposed outgoing toll services in the Cost Tables in "Price Pages" template. Bidder must describe, in their Proposal, the criteria for billing its toll services (e.g., per- minute, etc.).

It is desirable that the proposed intra-LATA and inter-LATA toll services be billed in a format that provides for a single per minute rate regardless of distance, time-of-day or day-of-week.

Bidder must state the initial (minimum) and subsequent billing increments for its proposed intra-LATA, inter-LATA and international toll services.

It is desirable that the Bidder provide intra-LATA, inter-LATA and international toll services that are billed in 6 second initial then 6 second increments, international 18 second initial then 6 second increments.

2.2.12 Mobile Termination

All costs associated with the proposed Mobile Termination must be included in the Cost Tables in "Price Pages" template.

2.2.13 Management Reports

Bidder must describe, in their Proposal, all management reports available to the Authorized Users with the proposed Long Distance service. These management reports must be available to the Agency upon request.

2.2.14 Network Management

Bidder must describe, in their Proposal, all network management services available to the Authorized Users with the proposed long distance service. Bidder must provide all associated costs for these management services in the Cost Tables in "Price Pages" template.

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Bidder must describe, in their Proposal, how real-time monitoring of the long distance network is conducted (e.g., alarm notification, performance statistics, etc.).

Bidder must describe, in their Proposal, how proactive monitoring, trouble ticketing and user notification is performed on its long distance network.

2.3 TOLL FREE SERVICES

Bidder must respond to the specifications in this section of the Solicitation document. All costs associated with the proposed incoming toll free service must be included in the Cost Tables in "Price Pages" template.

2.3.1 Types of Toll Free Service

Bidder must propose incoming toll free services that accommodate the following types of traffic:

- Intra-LATA Calling
- Intra-State, Inter-LATA Calling
- Inter-State, Inter-LATA Calling
- International

Bidder must propose incoming toll free services that include, at a minimum, the current geographic codes of 800, 888, 877, 866, and 855.

Bidder must describe, in their Proposal, how it will continue to update the toll free options available to the Authorized Users during the period of this Contract.

Bidder must describe, in their Proposal, any incoming toll free service offerings it provides as options to the traditional geographic codes listed above.

2.3.2 Toll Free Service Access

Bidder must be capable of providing incoming toll services on a switched and dedicated access basis.

Bidder must propose toll services that are available from all domestic United States locations.

Bidder must provide toll services that, at a minimum, are available from the following:

- Analog Business Lines/Trunks
- Cellular/PCS Telephones
- Pay Telephones
- Calling Card
- ISDN Basic Rate Interface
- ISDN Primary Rate Interface
- DS-I Circuit

Bidder must provide toll services that are available through pre-subscription from all of the above circuit types.

2.3.3 Virtual Toll Free Access

Bidder must be capable of providing incoming toll free services on a virtual access basis. For the purposes of this Solicitation, virtual toll free service is that service which allows any call placed to the toll free number to be routed or "ring onto" an existing network service such as local exchange service, DID service, etc.

Bidder must provide virtual toll free services that may be routed to the following circuits, at a minimum:

- Analog Business Lines/Trunks
- ISDN Basic Rate Interface (Local Number Identification)
- ISDN Primary Rate Interface (DID Number)

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- DS-I Circuit (DID Number or Local Exchange Service)
- DS-3 Circuit (DID Number or Local Exchange Service)

It is desirable that the Bidder provide virtual toll free services that may be routed to a wireless telephone numbers or service.

2.3.4 Toll Free Calling Area

Bidder must provide toll free service, regardless of access, that allow calls to be received from all domestic United States LATAs.

2.3.5 Call Answer Supervision

Bidder must propose a toll free service network that provides full call and answer supervision for domestic United States calling. Bidder must briefly state how this supervision is provided (hardware, software, etc.) and what measures are in place to ensure that erroneous billing of calls will not occur.

2.3.6 Multiple Toll Free Numbers

Bidder must provide toll free service, regardless of access, that allows for multiple toll free numbers to be directed to the same destination access line.

2.3.7 Toll Free Number Portability

New York State utilizes toll free numbers with several carriers. Bidder must state how it will allow Authorized Users to retain these existing toll free numbers with their proposed toll free service.

2.3.8 Incoming Call Restriction

Bidder must provide toll free service, regardless of access, that allows Authorized Users to restrict incoming calls by the Area Code (NPA) and Exchange (NXX) of its choice.

2.3.9 Automatic Number Identification (ANI)

Bidder must provide toll free service that provides Automatic Number Identification (ANI) to be delivered, in real-time, on dedicated access facilities. Bidder must briefly describe, in their Proposal, its ANI offering.

Bidder must include any costs associated with providing ANI service in the Cost Tables in "Price Pages" template.

2.3.10 Dialed Number Identification Service (DNIS)

Bidder must provide toll free service that allows Dialed Number Identification Service (DNIS) to be delivered on dedicated access facilities. This function allows for the internal routing of incoming toll free callers to specific groups within the particular Authorized User location.

2.3.11 Blocked Call Reports

Bidder must provide toll free service that provides monthly reports indicating the number of calls that were blocked due to all toll free accesses being in use (busy condition) at no cost to the Authorized User.

2.3.12 Advanced Routing Features

It is desirable that the proposed toll free service provide advanced routing features for use by the Authorized User. Bidder must indicate which of the features listed are available with its proposed toll

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free service and provide a brief description of the feature offering. Bidder must indicate whether the feature is available via dedicated access, virtual access or both.

Bidder must include all costs associated with the activation and use of these advanced features in the Cost Tables in “Price Pages” template.:

- Alternative Location - The ability to route incoming toll free calls to alternate 3rd party locations for call center backup, etc. This routing must be available on a per-toll free number basis as well as available at peak usage times, time-of-day, day-of-week, etc.
- Alternative Trunk Group - The ability to route incoming toll free calls from one trunk group to another trunk group regardless of location of the second trunk group. This routing must be available at peak usage times, time-of-day, day-of-week, etc.
- Area Code Routing - The ability to route incoming toll free calls to a particular Authorized Users location or party location based on the area code of the caller.
- Area Code/Exchange Routing - The ability to route incoming toll free calls to a particular Authorized Users location or 3rd party location based on the area code and exchange of the caller.
- Time-of-Day Routing - The ability to route incoming toll free calls to a particular Authorized Users location or party location based on the time of day.
- Day-of-Week Routing - The ability to route incoming toll free calls to a particular Authorized Users location or party location based on the day of the week.
- Day-of-Year Routing - The ability to route incoming toll free calls to a particular Authorized Users location or party location based on the day of the year.
- Call Percentage Routing - The ability to route calls based on a percentage of total calls. This percentage must pre-programmed and selected by the Authorized Users.
- Routing on Command - The ability for the Authorized Users to designate various routing patterns for incoming toll free service. These patterns are then activated by the Authorized Users by calling the Bidder. The Bidder must describe, in their Proposal, in detail, the process by which routing can be altered by the Agency.
- Load Balance Routing - The ability of the Bidder’s network to monitor incoming toll free call volume and re-route calls as necessary to other Authorized User locations or 3rd party locations. Describe the parameters by which such load balancing may be achieved, as well as the process for altering such parameters.
- Alternative Routing Tracking - The ability for the Authorized Users to obtain management reports or statistical data detailing the number of calls and minutes and other pertinent data of those callers that are re-routed from the original service called.

Bidder must describe, in their Proposal, its ability to provide the Authorized Users with the capability to control the activation of the above features/functions from any Agency location using a direct online mechanism or via toll free access to a Customer Service Representative.

Bidder must state, in its response, the activation time for changes made via its online mechanism. (e.g., real-time, one hour, 24 hours, etc.), as well as activation time for changes made via toll free access to a Customer Service Representative.

2.3.13 Incoming Local Exchange Calls

Bidder must state, in its response, if its toll free service offering is capable of identifying an incoming call from the local calling area and re-route that call to the Authorized Users local exchange service thereby eliminating the necessity of the Authorized Users expending charges on the Bidder’s toll free service.

2.3.14 Network-Based Call Processing Function

Bidder must provide toll free service that allows for a network call processing function. This network call processing feature must provide for the following at a minimum:

- Call Processing Menus
- Information or Audio Text Capabilities
- Routing to Any Local Telephone Number
- Routing to Any Toll Free Number

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- Routing by the Calling Party's Area Code
- Routing by the Calling Party's Area Code and Exchange

Bidder must describe, in their Proposal, its network call processing function.

2.3.15 Single Number Service

Bidder must provide toll free service that furnishes single number access by the caller for all domestic United States locations regardless of LATA.

2.3.16 Implementation Timeframes

Bidder must state the maximum time to implement the proposed toll free services via the following accesses:

- Virtual Toll Free Service
- Dedicated Toll Free Access

Bidder must include a list of appropriate dedicated access types and associated installation timeframes for each.

Bidder is required to meet the listed implementation timeframes provided for the proposed toll free services unless other timeframes have been negotiated with the Authorized User.

2.3.17 Pricing of Incoming Toll Free Service

Bidder must provide all costs associated with the proposed incoming toll free services in the Cost Tables in "Price Pages" template.

Bidder must describe, in their Proposal, the criteria for billing its toll free services (e.g., per-minute, distance sensitive, time-of-day, etc.).

It is desirable that the proposed intra-LATA and inter-LATA toll free services be billed in a format that provides for a single per-minute rate regardless of distance, time-of-day or day-of-week.

It is desirable that the Bidder provide intra-LATA, inter-LATA toll free services that are billed in timing increments of 1/1 second (preferred); 6/6 second is acceptable.

2.3.18 Management Reports

Bidder must describe, in their Proposal, all management reports available to the Authorized Users with the proposed Toll Free service. These management reports must be available to the Agency upon request.

2.3.19 Network Management

Bidder must describe, in their Proposal, all network management services available to the Authorized Users with the proposed toll free service. Bidder must provide all associated costs for these management services in the Cost Tables in "Price Pages" template.

Bidder must describe, in their Proposal, how real-time monitoring of the toll free network is conducted (e.g., alarm notification, performance statistics, etc.).

Bidder must describe, in their Proposal, how proactive monitoring, trouble ticketing and user notification is performed on its Toll Free network.

2.4 CENTRAL OFFICE EXCHANGE SERVICES (CENTREX)

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2.4.1 Service Description

Bidder is required to provide a “**central office exchange**” CENTREX service or product that is the same as, equivalent to, or better than the Local Exchange Carrier’s (“ILEC”) Digital CENTREX. This includes but is not limited to local touch-tone dial tone provided by a carrier out of its central office switching equipment on an individual line basis. This service typically affords users the same benefits and features that would be provided by a PBX, but without either the upfront equipment costs or the need to locate extensive amounts of equipment at the customer’s site. This service can be part of a multi-location environment.

Minimum CENTREX line service required to establish a new CENTREX account must be two (2) lines. The monthly recurring line charge specified in the contract must be inclusive of all service cost components applicable to such service, including but not limited to inter- and intra-Central Office mileage charges.

2.4.2 Station Standard Features

Standard features included in the monthly line rate, at no additional charge, are as follows:

- Automatic Dial
- Authorization Codes
- Automatic Call Back
- Automatic Message Link
- Automatic Route Selection (basic and deluxe)
- Billable Call Detail
- Call Forwarding (all calls, busy, don’t answer, variable)
- Call Hold
- Call Pick-up
- Call Transfer
- Call Waiting (dial, incoming, intragroup, originating)
- Caller ID (Internal and External)
- Code Restrictions
- Consultation Hold
- Dial Transfer Arrangement on Incoming Trunk Groups
- Directed Call Pick-Up (with Barge-In, without Barge-In)
- Direct Inward Dialing
- Direct Outward Dialing
- Distinctive Call Waiting Tones
- Distinctive Ringing, Electronic Telephone Service (ETS)
- Enhanced Call Forwarding/Don’t Answer
- Enhanced Three-Way Calling Hunting
- Intercept
- Intercom Dialing (Group and Personal)
- Last Number Redial
- Least Cost Routing
- Line Treatments
- Make Set Busy
- Message Waiting Indication (Visible and Audible)
- Privacy/Privacy Release
- Ring Again
- Speed Dialing with 10- number Speed Call List
- Station-to-Station Calling
- Three-Way Calling
- Toll Restrict
- *69 (or similar code which dials the telephone number of the last incoming call)
- Uniform Call Distribution (UCD)

System features which must be provided as standard features included in the monthly line rate at no additional charge are:

- Authorization Codes
- Calling Name Delivery
- Calling Name Delivery on Multiple Appearance Directory Number (MADN)
- Calling Name Delivery Blocking
- Least Cost Routing
- Line Treatments
- Dial by name
- Station Message Detail Recording (SMDR)*

*SMDR output must be provided on an Authorized User basis, without regard to CENTREX system line size.

Bidder must maintain and retain all billing and service records in original format for a period of 6 years from date of implementation. The records must be maintained in printed and electronic format as originally provided. In the event of any discrepancies involving monthly charges failure to provide required backup copies within 30 calendar days from written notice by the Authorized User will result in additional credits for overcharges claimed.

Authorized Users must be given the choice of Media output, SMDR To Premises, or any other available output, e.g., Web-based SMDR output, whichever the Authorized User prefers;

Customer System Administration, such as CCRS (CENTREX Customer Rearrangement System) must be provided at no additional charge on an Authorized User basis, without regard to CENTREX system line size, and must support ISDN lines, and must provide for a Copy Feature Set and Access Feature Group feature to allow for efficient assignment of features to lines;

- Automatic Route Selection
- Meet-me Conference
- Multi-Path Call Forwarding
- Uniform Call Distribution (UCD)
- Electronic Telephone Service (ETS)

Included under the monthly line rate must consist of the following:

- Basic ETS - Including Automatic Answer Back
- Critical Call Hold
- Feature Access
- and Display Features (Display Called Number, Display Calling Number, Feature Display, and Time Key)
- Call Arrangements – including:
 - Multiple Appearance of the Primary Line
 - Multiple Call Arrangement of the Primary Line
 - Single Call Arrangement
 - Privacy Release
- Group Intercom

2.4.3 Multi-Path Call Forwarding

The service provided by the Bidder must allow forwarding of simultaneous calls over one line to a destination. Such multi-path call forwarding service must provide at least ninety-nine (99) call paths or the minimum offered in the Bidder's Proposal, whichever is greater.

2.4.4 Uniform Call Distribution (UCD)

The Bidder must provide the UCD service offered in its Proposal. The UCD service provided by the Bidder must allow for an even distribution of incoming calls to a Listed Directory Number (LDN) answered by a group of single line stations and/or multi-line stations. This capability must be provided as both a system feature and as a station line feature, where required, at no additional charge. The UCD feature must also include, per UCD queue, one (1) first RAN (Recorded Announcement), one (1) second RAN and one (1) night service RAN, and must also support music in queue. The RANs must be central office-based recordings, not requiring the use of any customer premise-based equipment or circuits.

2.4.5 Virtual Lines/Numbers

Bidder is required to provide virtual lines, for no additional charge, providing virtual telephone numbers associated with electronic telephone stations which the station users may use to place and receive calls over the exchange network. The telephone numbers must not require the assignment of line equipment or outside plant facilities.

There must be no cost increase for one-time and monthly recurring charge for virtual lines/numbers during the term of the Contract. The Bidder is required, at no additional charge, to provide prime lines that are provisioned from 5ESS central office switches, as CENTREX ISDN lines, which must permit the same phone numbers to appear on separate buttons of the ISDN set and to function as separate line(s) capable of handling incoming and outgoing calls.

2.4.6 Simplified Message-Desk Interface (SMDI)

Bidder must provide SMDI links (or “equivalent” functionality if a 5ESS is used to provision the lines) where required by Authorized Users to enable an integrated, automated interface between third-party voice messaging and/or voice response systems and the serving central office switch supporting the user’s lines. When a call is placed to these lines, the data link must transmit the following information: the called number, the calling number if it originates within the same central office switch, and the type of call forwarding or a direct call indication. Where the connection is to a third-party voice messaging system, an audible Message Waiting indication may be activated or deactivated by the user Authorized User via SMDI to indicate that a message has been taken. When the Message Waiting indication is activated, the caller must receive an audible stutter dial tone when their handset is lifted.

2.4.7 Calling Data Polling Requirements

For each CENTREX location, the Authorized User must be able to retrieve all calling records (local, regional, intrastate, interstate and international), both inbound and outbound, on a monthly basis. Bidder will provide central office accessibility to the Authorized Users inbound and outbound calling records to the Authorized Users authorized polling service provider.

2.4.8 Customer Premise Equipment Requirements

Bidder must describe, in their Proposal, all Customer Premise Equipment (CPE) requirements for the proposed CENTREX service. Bidder must provide all costs associated with the required CPE in the Cost Tables in “Price Pages” template. Note: CPE must ONLY be provided, obtained or purchased as required for the provisioning and operation of the proposed CENTREX service. No individual purchases of CPE may be made under this contract.

2.4.9 Standards Compliance

The services proposed by Bidder must conform to all required national and international standards. Bidder must guarantee that the proposed service meets or exceeds these standards and include a list of such standards in its response.

Bidder must describe, in their Proposal, the measures they will take to ensure they will comply with all industry standards.

2.4.10 Commencement of Billing for Monthly Recurring Charges

For CENTREX Accounts being converted from existing ILEC-provided CENTREX service:

- Monthly recurring charges will be effective upon the successful full cutover to the new replacement service, including voice mail, and the successful porting of line numbers from the old service to the new service.

New CENTREX Accounts established with no previous ILEC-provided CENTREX service:

- Monthly recurring charges will be effective upon the successful installation and activation of all lines and features that are part of the newly ordered service.

2.4.11 Training & Support Services

- Bidder must provide training at the Authorized Users premises at no additional charge using live lines.
- Executive training must be one-on-one. Refresher training must be provided at no additional charge.
- Bidder must develop and provide customized phone templates and customized feature booklets at no additional charge.
- Bidder must train the Authorized Users personnel on Customer Controlled Routing System at an Authorized User's or Bidder's location within New York State. Additionally, the Bidder must provide training for each Authorized User customer service end user at the Authorized Users location.

2.4.12 Voice Mail

Bidder must provide technical details, feature descriptions and pricing, both one-time and recurring charges, for a Central-Office based Voice Messaging platform. The Bidder must provide Voice Mail systems that support both the AMIS and the VPIM protocol to allow networking between dissimilar systems.

Bidder must provide a voice messaging service that at a minimum includes:

- Call Answering Basic Voice Mailbox
- Guest Mailbox (Same as Call Answering Basic Voice Mailbox but with no physical line associated with the mailbox).
- Group Distributions Lists
- Broadcast Mail Capability to allow an Authorized User to send a message to all users on the system. If voice mail system networking can be provided, indicate if "network broadcast" options are available to allow broadcast messages to be sent to all users at a remote site, to all users at each of a group of remote sites, or to all users at all remote sites.
- Call Processing Automated Attendant to allow callers to a main listed number to select a destination from a menu of choices.
- An Information mailbox must be provided to contain information recorded by the user and used in either a Listen-only or Listen-and-Reply mode, depending on the requirements of the Authorized User.

2.4.13 Voice Forms

Bidder must provide the capability for Callers to access a voice forms mailbox and listen to pre-recorded questions and respond to them verbally or by pressing touch-tone keys on their telephones. The caller's voice or touch-tone responses will be stored in sequence in transcriber mailboxes for later access by the mailbox owner.

Bidder must provide the capability to enable a pager notification to allow users with digital pagers to receive a page when they receive a voice message in their mailbox.

Bidder must provide the capability to enable reminder service to allow a user to record a message to be delivered in the future, on the date and time the user specifies.

Bidder must provide a Voice Mail Customer Administration System (VM CAS) to each end-user Authorized User to allow them to quickly and cost-effectively add, delete, and change call-answering and voice mail mailboxes directly from a personal computer at the Authorized Users site. The VM CAS must be provided

at no additional cost and each Authorized User must be able to administer its own voice mail mailboxes associated with its accounts.

2.4.14 Additional Requirements

The Bidder is not entitled to impose any minimum service period for the products/services required by the contract resulting from this Solicitation. The Bidder is required, at no additional charge, to perform needs assessments, location surveys and station reviews as may be requested by the Authorized User, on an as needed basis. Upon the direction of an Authorized User, the Bidder must add or delete lines as required.

It is desirable that CENTREX Service be provided to all geographic locations of New York State. In the event the Bidder cannot provide such service from the closest serving central office and can only offer it from a foreign central office, any mileage charges must be waived, as well as any costs for additional equipment required to be installed to overcome distance limitations for multi-line electronic telephone service.

2.4.15 Local Number Portability

Bidder is required to port any Authorized Users requested existing ILEC-provided CENTREX service CENTREX line numbers.

2.4.16 Management Reports

Bidder must describe, in their Proposal, all management reports available to the Authorized Users with the proposed CENTREX service. These management reports must be available to the Agency upon request.

2.4.17 Network Management

Bidder must describe, in their Proposal, all network management services available to the Authorized Users with the proposed CENTREX service. Bidder must provide all associated costs for these management services in the Cost Tables in "Price Pages" template.

Bidder must describe, in their Proposal, how real-time monitoring of the CENTREX network is conducted (e.g., alarm notification, performance statistics, etc.).

Bidder must describe, in their Proposal, how proactive monitoring, trouble ticketing and user notification is performed on its CENTREX network.

2.5 CALLING CARD SERVICES

2.5.1 Service Description

Bidder must be able to provide a universal toll free number 1+800, 866, 877, 888 for access by remote users. Authorized Users must have capability of completing a call from either touch-tone, rotary or reader (magnetic stripe (strip or swipe?) telephone.

Bidder must describe, in their Proposal, their proposed system. Bidder's calling card system must have the capability of assigning definable restrictions to an individual card. For example, a card assigned to one Authorized User will have its own set of calling capabilities and restrictions which may be different from a second Authorized User. The capabilities and restrictions must be definable to allow or restrict by items such as: dollar amount of calls, definable time periods, restrictions accessing network services such as 900, international calling, restricting locations and specific NPA's and NXX's.

Bidder must provide detailed descriptions of the dialing procedural sequence for dialing domestic and international calling. The procedures are to be step-by-step instructions that include the exact number of digits required for each step (e.g. area code, pin number, telephone number), progress tones, and all steps or actions required by the Authorized User to complete the call. If there is a difference in the exact steps and/or the digits dialed for making the different types of domestic calls, a detailed procedure is required for each. Bidder must include copies of all instructional material to be distributed to the end user.

Bidder must have the capability to provide electronic, media, and/or web based access, for the management of all authorization codes for all users of the contract (e.g., State Agencies, county government and local governments).

The Bidder calling card service must allow international calling from overseas to United States or to another international location. Describe how calls will be made and how they will be billed to the calling card customer of record.

Bidder must describe, in their Proposal, outbound or inbound calling card rates and their application.

Bidder must provide the ability to allow Authorized Users of the calling card service to place an additional call after terminating the first call without hanging up and redialing. This feature must also apply if the user dialed a number and it was busy. Bidder must describe, in their Proposal, how a caller can disconnect from voice mail, auto attendant, or FAX system.

Bidder's calling card service must allow Authorized Users who misdial a number the ability, assuming the incorrect number was not completely dialed, to redial the correct number without starting over again. Bidder must describe in their Proposal this process, in detail.

Bidder must describe, in their Proposal, the process and procedures for calling card administration for both manual and electronic, with a web based system being the most desirable to perform issuance, discontinuation and security.

Bidder must describe, in their Proposal, how all calling cards issued will be sent at no cost and in a secure manner to the Authorized User.

Bidder must explain in detail how their calling card system will allow a user to do three-way calling with or without operator intervention.

The Bidder's calling card system must offer speech recognition at no additional cost for a user who wishes to place a call.

Bidder must provide Braille calling cards at no additional cost. Instructions for use of cards must be provided for both blind and sighted individuals.

Bidder must provide calling cards including Braille cards with a magnetic strip on a hard card so it can be used in "SWIPE" phones.

Bidder must have and describe, in their Proposal, billing arrangements in place with all local exchange and major long distance carriers for the billing of all calling card calls.

Bidder must provide a list of all international countries that can be direct dialed, and a list of all international countries that require operator assistance to complete the call.

Bidder must inform the State within 30 days after new international calling capability becomes available, and provide an updated rate list for such countries.

All system must provide the ability to complete calls to all domestic NPAs including 700 numbers as well as all international numbers

Bidder must allow Authorized Users to designate a customer administrator at no additional cost that will have web based access to on-line call and billing detail data in real-time. Describe this service in full detail.

It is desirable that Authorized Users be able to re-activate calling cards that have been deactivated in the last 30 days.

2.5.2 Options

Bidder must provide customized or private logo on calling cards. Identify any additional cost and state what is the minimum number of cards that can be ordered.

2.5.3 Management Reports

Bidder must describe, in their Proposal, all management reports available to the Authorized Users with the proposed calling card service. These management reports must be available to the Agency upon request.

2.5.4 Network Management

Bidder must describe, in their Proposal, all network management services available to the Authorized Users with the proposed calling card service. Bidder must provide all associated costs for these management services in the Cost Tables in "Price Pages" template.

Bidder must describe, in their Proposal, how real-time monitoring of the calling card network is conducted (e.g., alarm notification, performance statistics, etc.)

Bidder must describe, in their Proposal, how proactive monitoring, trouble ticketing and user notification is performed on its calling card network.

2.6 DIRECTORY ASSISTANCE SERVICES

2.6.1 Service Description

Bidder must agree to provide White Pages information, both residential and business, and Government Listings (Blue Pages) for the Continental United States, including all independent telephone companies, to all calling parties.

At a minimum, Bidder must agree to update operator database(s) daily and identify the source(s) of the data to be used to update the directory information database(s).

Bidder must agree to provide Authorized Users with the information their operators will require to provide the caller with directory assistance (e.g., city, state, area code, LATA, etc.).

Bidder must agree to provide a toll free number to access directory assistance, and provide, at a minimum, directory assistance services for both residential and business for the Continental United States to all calling parties.

Bidder must identify how operators will handle calls when the requested information is not in their database.

Bidder must identify if directory assistance can be provided for international calls.

Bidder must identify the make and model of the switching equipment they utilize to handle calls, its maximum call handling capacity and its current busy hour load.

Bidder must identify access method to be used from Authorized User's systems (e.g., 800 number, 10XXX or dedicated facility).

Bidder must agree to allow Authorized Users to aggregate traffic at one or more sites for delivery to the Bidder. The decision to do so will be at the discretion of the Authorized User.

Bidder must identify alternate routing options for Authorized Users using dedicated facilities.

Bidder must agree in their Proposal that all calls will be answered by a directory assistance operator within three rings or forwarded to the appropriate provider (either the LEC or PIC) at no additional cost to the Authorized User. Describe in detail how this will be accomplished.

Bidder must identify how multiple requests will be handled from a single caller.

Bidder must agree in their Proposal to block operator call completion for each location requested by Authorized Users.

Bidder must identify if their operators utilize a script when answering calls. If one is used a copy must be provided and approved by OGS for use under the contract.

Bidder must identify in their Proposal current and projected operator staffing levels at locations handling the traffic.

Bidder must identify if multilingual operators are available. If so, identify which languages and when these positions are staffed in the Proposal.

Bidder must identify if address and zip code information is available to callers. Provide a response in the Proposal.

Bidder must be able to provide switched or dedicated directory assistance service to any Authorized User within New York State. Describe, in their Proposal, how switched access is provided.

Bidder must provide a description of any additional features or enhancements their Directory Assistance service can provide.

All costs associated with the proposed Long Distance Service must be included in the Cost Tables in "Price Pages" template.

Bidder must agree to provide traffic reports to OGS and Authorized Users of the contract on a monthly basis. These reports must be provided for each location and include at a minimum date, time, originating telephone number, area code called, location called, length of call and cost with subtotals for number of Intra-LATA, Intrastate and Interstate calls. A copy of the report must be provided as part of Bidder's Proposal.

Bidder must agree to provide overflow reports, which identifies by location, calls that overflow to another service provider. These reports must be provided for each location and include at a minimum date, time, area code called, with subtotals for each location and monthly total. A copy of the report must be provided in Bidder's Proposal.

Bidder must agree to provide a summary report of all locations to PSG on a monthly basis. This report must include subtotals for number of Intra-LATA, Intrastate and Interstate calls and their associated costs, for each location and total calls for the month.

2.6.2 Management Reports

Bidder must describe, in their Proposal, all management reports available to the Authorized Users with the proposed Directory Assistance service. These management reports must be available to the Agency upon request.

2.6.3 Network Management

Bidder must describe, in their Proposal, all network management services available to the Authorized Users with the proposed Directory Assistance service. Bidder must provide all associated costs for these management services in the Cost Tables in "Price Pages" template.

Bidder must describe, in their Proposal, how real-time monitoring of the Directory Assistance network is conducted (e.g., alarm notification, performance statistics).

Bidder must describe, in their Proposal, how proactive monitoring, trouble ticketing and user notification is performed on its Directory Assistance network.

2.7 VOICE OVER IP SERVICES (VoIP)

2.7.1 Service Description

Bidder must describe, in their Proposal, the VoIP services being offered; these include but are not limited to:

- Intrastate IntraLATA
- Intrastate InterLATA
- Inter-State, Inter-LATA Calling
- Toll-Free
- International

Bidder must provide service that conforms to the standard 10-digit North American Dialing Plan and international dialing plan of the ITU for all international calls.

All costs associated with the proposed VoIP Service must be included in the Cost Tables in “Price Pages” template.

Bidder are required to construct and submit all required tariff related items to provide services described in this Solicitation. Any and all costs associated with these filings must be borne by Bidder.

2.7.2 Dialing Plan

The VoIP service provided by Bidder must adhere to all standards for the North American and International dialing plans. Bidder must state whether local calls within the same calling area will require a seven digit (NXX+XXXX) or ten digit (NPA+NXX+XXXX) dialing plan.

2.7.3 Access Type

Bidder may provide VoIP service via the following broadband internet (IP enabled) access types, but not limited to:

- xDSL
- Digital Trunk (DS-1, DS-3, etc...)
- Ethernet (MAN/WAN)
- Broadband Cable

Bidder must list and describe, in their Proposal, bandwidth requirements and limitations for the types of access available with their proposed VoIP service. Bidder must adhere to the requirements for the type of access being proposed for VoIP service.

2.7.4 Calling Features

Bidder must describe, in their Proposal, which of the following features or additional features are provided with its VoIP service.

- Call Forwarding
- Call Waiting
- Call Conferencing (3 Party Calling)
- Incoming Caller Identification
- Incoming Caller Identification w/Calling Party Name
- Last Call Return (Access by Code)
- Incoming Call Trace Capability
- Speed Dialing (Frequently Dialed Numbers)
- Repeat Dialing of Called Number

All recurring and non-recurring charges associated with these features (on a per line basis) must be included in the Cost Tables in “Price Pages” template.

2.7.5 Optional Calling Features

- Online Voicemail
 - Traditional voicemail service with the following elements:
 - Access to voicemail from any phone
 - Access to voicemail account from an Internet browser and listen to messages using a PC
 - Voicemail messages sent to an e-mail account
- Fax Support
- Online Call Logs - Online log of all incoming and outgoing calls
- Do not Disturb - Automatically forward all calls or calls from specific numbers to voicemail
- Locate Me - Ring multiple phone lines simultaneously or in sequence
- Conference calling - Conference calls with a conference call between a group of people
- Free in Network Calling
- Area Code Selection - Ability to select any area code
- Call Transfer - Ability to transfer calls to another number.
- Computer Dial - Ability to store phone numbers on a computer and use a computer to dial
- Ring Lists - Ability to have one virtual number connected to multiple lines

2.7.6 Pay-Per-Call Service Restriction

Bidder may propose VoIP service that allows the Authorized User to block access to some or all prerecorded announcements, talk lines, and information services. These distinct prefixes include, but are not limited to, the following:

- Service Area Code or Exchange
- Group Conversation Lines 550
- Adult Information Services 554
- Pay-per-Call Services 900
- Information Services 920
- Adult Programs 940
- Information Services 976

Bidder must include any additional area codes and/or exchanges that provide such pay-per-call services which may become available in the future in the proposed blocking feature.

2.7.7 Directory Assistance Call Transfer Restriction

Bidder may propose VoIP service that can restrict the caller from accessing or being connected to their desired telephone number through directory assistance service.

2.7.8 Collect or 3rd Party Call Acceptance

Bidder may propose VoIP service that can restrict the acceptance of collect calls and third party billed calls upon request of the Authorized User.

2.7.9 Operator Services

Bidder may propose VoIP service that includes human operator service for assistance in placing calls as well as connection to operator services when required. Bidder must describe, in their Proposal, its operator service offering if availability.

Bidder must describe its operator service offering.

Bidder may provide operator service 24 hours-a-day, 365 days-per-year with no holiday exceptions.

Bidder must provide any costs associated to provide operator services.

2.7.10 Incoming Caller Identification

The VoIP service proposed by the Bidder must allow for incoming caller identification (Caller ID) service allowing for the display of the calling telephone number to an industry standard Caller ID device, telephone instrument or premises based telephone system. Caller identification service must be provided at no cost to the Authorized User.

The Bidder must provide VoIP service that allows for the caller to either block or activate the caller identification service. This option must allow Authorized Users to utilize caller identification service in the following ways:

- Activation of the caller identification service by the Bidder for all calls originating from that telephone number. Blocking of the caller identification service is performed by the end user entering a simple code on the touch tone pad.
- Blocking of the caller identification service by the Bidder for all calls originating from the telephone number.

2.7.11 Remote Call Forwarding

Bidder must describe, in their Proposal, how their proposed VoIP service will allow for the activation of Remote Call Forwarding. Remote Call Forwarding is a function by which the Bidder provides a process to forward all incoming calls to another pre-designated telephone number. This predestinated telephone number may exist at any location served by the North American Dialing Plan.

The proposed Remote Call Forwarding function must allow for multiple calls to be forwarded simultaneously should the receiving telephone service be capable of processing multiple calls.

The Bidder must provide all costs associated with provisioning Remote Call Forwarding in the Cost Tables in "Price Pages" template.

2.7.12 Direct-Inward-Dialing (DID) Service

Bidder must propose Direct-Inward-Dialing (DID) service as part of its VoIP service offering.

Bidder must list, in its response, the access types available to Authorized Users for the proposed DID service.

The DID service proposed by the Bidder must provide Dialed Number Identification Service (DNIS) to the receiving telecommunications equipment at the Authorized User's site. The Bidder must state the minimum and maximum number of digits being delivered to the Authorized User's premise equipment.

The DID service proposed by the Bidder must provide blocks of consecutive telephone numbers for the Authorized User. The Bidder must describe, in their Proposal, the minimum and maximum number of consecutive telephone numbers available with the proposed DID service.

2.7.13 Toll Free

Bidder must respond to the specifications in this section of the Solicitation document. All costs associated with the proposed incoming toll free service must be included in the Cost Tables in "Price Pages" template.

2.7.14 Types of Toll Free Service

Bidder must propose incoming toll free services that accommodate the following types of traffic:

- Intra-LATA Calling
- Intra-State, Inter-LATA Calling
- Inter-State, Inter-LATA Calling

Bidder must propose incoming toll free services that include, at a minimum, the current geographic codes of 800, 888, 877, 866, and 855.

Bidder must describe, in their Proposal, how it will continue to update the toll free options available to the Authorized Users during the period of this contract.

Bidder must describe, in their Proposal, any incoming toll free service offerings it provides as options to the traditional geographic codes listed above.

2.7.15 Standards Compliance

The services proposed by Bidder must conform to all required national and international standards. Bidder must guarantee that the proposed service meets or exceeds these standards and include a list of such standards in its response.

Bidder must describe, in their Proposal, the measures they will take to ensure they will comply with all industry standards.

2.7.16 Local Number Portability

Bidder must provide for local number portability with its proposed VoIP service. Local number portability must allow for Authorized Users to retain local telephone numbers when changing from current carriers to the Bidder's services as well as from the Bidder's service to another carrier. Bidder must describe, in their Proposal, how local number portability will be provided to Authorized Users.

The Bidder must state areas within New York State where they cannot provide local number portability. In those areas where local number portability is not available, Bidder must describe, in their Proposal, alternatives for those Authorized Users to retain their telephone numbers while moving to or from the Bidder's VoIP service. (e.g., re-routing of calls, referral message, call forwarding, etc.) Bidder must provide local number portability at no charge to Authorized Users.

2.7.17 E911

Bidder must propose VoIP service that meets the compatibility requirements for all emergency and enhanced 911 services within New York State. The Bidder must describe in detail, how it meets the requirements for providing enhanced 911 dialing by the user as well as delivery of required calling number and location identification to the required Public Safety Answering Point (PSAP).

The Americans with Disabilities Act (ADA) requires all PSAPs to provide direct, equal access to their services for people with disabilities who use TTYs. PBX systems that generally support E911 access to emergency services have the necessary programming to enable three-digit dialing to Telecommunications Relay Services (TRS) centers.

2.7.18 Printed Directory of Telephone Numbers

A directory of Authorized Users telephone numbers, in each local calling area, must be made available to the general public at no cost on an annual basis at the request of the authorized user.

Bidder must describe, in their Proposal, how they will provide directory listings of the Authorized Users to the general public of New York State at no cost to the Authorized Users or the general public.

It is desirable that any “foreign listing” of a New York Agency’s telephone number be provided at no cost to the Authorized User or the general public. A “foreign listing” is the appearance of a telephone number (from another calling area) in the printed directory of a different calling area.

Bidder must allow for Authorized Users to install VoIP service with associated telephone numbers which will not be available to the general public via the use of a printed directory listing or call in directory assistance service. This “non-published” service must be provided at no cost to Authorized Users.

2.7.19 Listing in Directory Assistance

All published telephone numbers of New York State Agencies must be made available to the general public of New York through the use of a call to an automated or “live” directory assistance service. Bidder must describe, in their Proposal, how directory assistance will be performed using the standard “411” dialing code.

2.7.20 Disconnection of Services

The Bidder must provide VoIP service that allows for intercept messages and referrals to be associated with VoIP service that has been disconnected. These intercept messages must include, but not be limited to, the following:

- Number Dialed Not in Service;
- Number Dialed Not in Service with Referral to New Number (10 Digit Format);
- Number Dialed Temporarily Out of Service.

Bidder must provide all Authorized User required intercept messages and referrals for a minimum of one year from the date of disconnection at no cost.

2.7.21 Temporary Suspension of Service

Bidder must propose VoIP service that allows for the temporary suspension of service with an intercept message providing such notification. Temporary suspension of service may be enacted by Authorized Users that provide seasonal services to the general public and that wish to continue to use the same telephone number during subsequent seasons.

Costs associated with providing this service must be included in the Cost Tables in “Price Pages” template.

It is desirable that the Bidder provide a suspension and reactivation of VoIP service at no cost to the Authorized User.

2.7.22 Reinstallation of Services

It is desirable that the Bidder not charge installation charges for services should disconnected service be re-installed within 90 days of original removal.

2.7.23 Full or Unlimited Use Service

It is desirable that Agencies which presently utilize VoIP service with unlimited usage be able to continue to do so with the Bidder's proposed services.

The Bidder must provide the costs associated with unlimited VoIP service in the cost tables in "Price Pages" template.

2.7.24 Pricing of VoIP Service

Bidder must provide the basic monthly cost for its proposed VoIP service in the Cost Tables in "Price Pages" template.

Bidder must state how they intend to charge for VoIP calls. (e.g., on a time-expended basis only, on a per-call basis only or on a per-call and time expended basis.)

Bidder must provide the costs associated with VoIP calls in the cost tables in "Price Pages" template.

2.7.25 VoIP Quality of Service

Bidder must describe, in their Proposal, their approach, ability and specific measures for:

- An approach that minimizes the effects of delay on voice quality
- An approach to minimize jitter to a 0.5ms maximum.
- An approach to minimize latency to 150ms one-way
- An approach to minimize packet loss to 0.1% maximum
- Features that address lost-packet compensation, clock synchronization and echo cancellation

2.7.26 Customer Premise Equipment Requirements

Bidder must describe, in their Proposal, all Customer Premise Equipment (CPE) requirements for the proposed VoIP service. Bidder must provide all costs associated with the required CPE in the Cost Tables in "Price Pages" template. Note: CPE must ONLY be provided, obtained or purchased as required for the provisioning and operation of the proposed VoIP service. No individual purchases of CPE may be made under this contract.

Bidder must describe, in their Proposal, any requirements and if handsets are required to be line-powered or locally powered.

2.7.27 Network Security

Bidder must describe, in their Proposal, how it insures the security of its VoIP network. The description must include the safeguards employed to limit access to unauthorized users and eliminate or limit the risk of fraud as well as what measures are taken to decrease the risk of sabotage and increase the level of technological security.

Bidder must describe, in their Proposal, what safeguards are inherent in the proposed VoIP technology. This description must also include how Bidder addresses air interface security to prevent unauthorized eavesdropping as well as fraud prevention.

Bidder must describe, in their Proposal, the programs, policies and standards it has implemented to ensure the security of its network, including the use of switch site security systems, security personnel and patrols, password-managed software systems, and live continuous monitoring of the network and all components.

2.7.28 Integrated Messaging

Integrated messaging allows an e-mail client to retrieve voice mail, faxes and paged messages from a voice mail system. Integrated messaging can also mean that voice mail can retrieve e-mail and other text-based information from the system using text-to-voice technology.

Bidder must demonstrate the connection of your voice mail system to an e-mail system. Explain what is necessary for the e-mail client and server software to retrieve voice mail messages. Also explain, if applicable, how your voice mail system can retrieve e-mail text.

2.7.29 Management Reports

Bidder must describe, in their Proposal, all management reports available to the Authorized Users with the proposed VoIP service. These management reports must be available to the Agency upon request.

2.7.30 Network Management

Bidder must describe, in their Proposal, all network management services available to the Authorized Users with the proposed VoIP service. Bidder must provide all associated costs for these management services in the Cost Tables in "Price Pages" template.

Bidder must describe, in their Proposal, how real-time monitoring of the VoIP network is conducted (e.g., alarm notification, performance statistics, etc.)

Bidder must describe, in their Proposal, how proactive monitoring, trouble ticketing and user notification is performed on its VoIP network. (E.g., Foreign Blocking or purposeful degradation of VoIP service).

2.8 SESSION INITIATION PROTOCOL SERVICES (SIP)

2.8.1 Service Description

The Bidder must provide Session Initiation Protocol (SIP) in its Proposal. The SIP service provided will create the necessary signaling for creation, modifying and terminating sessions with one or more communicating participants. SIP will be used with VoIP to provide signaling functions to include name translation and user location, feature negotiation, call participant management, call feature changes and media negotiation. The capability must include applications for video conferencing, streaming of multimedia distribution, instant messaging, presence information, file transfer and fax over IP.

2.8.2 Management Reports

Bidder must describe, in their Proposal, all management reports available to the Authorized Users with the proposed Session Initiation Protocol service. These management reports must be available to the Agency upon request.

2.8.3 Network Management

Bidder must describe, in their Proposal, all network management services available to the Authorized Users with the proposed Session Initiation Protocol service. Bidder must provide all associated costs for these management services in the Cost Tables in "Price Pages" template.

Bidder must describe, in their Proposal, how real-time monitoring of the Session Initiation Protocol Network is conducted (e.g., alarm notification, performance statistics, etc.)

Bidder must describe, in their Proposal, how proactive monitoring, trouble ticketing and user notification is performed on its Session Initiation Protocol network.

Section 3. CONNECTIVITY SERVICES – GROUP 2

3.1 PRIVATE LINE DATA SERVICES

3.1.1 Service Description

New York State utilizes various dedicated Private Line circuit services for various applications. Bidder must respond to the specifications in this section of the Solicitation document. All costs associated with the proposed dedicated private line circuit services must be included in the Cost Tables in “Price Pages” template.

3.1.2 Types of Services

Bidder must be capable of providing, at a minimum, the following data service:

- 3002 Circuits (Analog) Point-to-Point or Multi-Point
- Digital Data Service(DDS) 2.4 to 64 Kbps Point-to-Point or Multi-Point
- T1 / Fractional T-1Circuits
- T3 / Fractional T-3 Circuits
- OCx Circuits

Bidder must indicate the types of dedicated services that it will provide in the Quoted Service Tables in “Price Pages” template.

Bidder must include in its response any additional dedicated data communications services it wishes to offer.

3.1.3 Transport Types

Bidder must describe, in their Proposal, the transport types available to provide the types of services above, at a minimum but not limited to:

- Copper
- Fiber Optic
- Wireless
- Other

3.1.4 Multiplexing Circuits

Bidder must provide private line services that include the ability to have multiple services delivered over a single DS-1 or DS-3, etc. circuit. Bidder must describe this feature in its response.

3.1.5 Customer Premise Equipment Requirements

Bidder must list and describe, in their Proposal, all premises based termination equipment required for each of the type of dedicated data communications service proposed. All costs associated with the proposed dedicated private line circuit services must be included in the Cost Tables in “Price Pages” template. Note: CPE must ONLY be provided, obtained or purchased as required for the provisioning and operation of the proposed private line service. No individual purchases of CPE may be made under this contract.

3.1.6 Standards Compliance

The services proposed by Bidder must conform to all required national and international standards. Bidder must guarantee that the proposed service meets or exceeds these standards and include a list of such standards in its response.

Bidder must describe, in their Proposal, the measures they will take to ensure they will comply with all industry standards.

3.1.7 Network Security

Bidder must describe, in their Proposal, the measures they will take to ensure the confidentiality of the Authorized User's traffic. Bidder must describe, in their Proposal, all standard and optional security services. Bidder must provide all costs associated with any optional security services in the Cost Tables in "Price Pages" template.

3.1.8 Management Reports

Bidder must describe, in their Proposal, all management reports available to the Authorized User with the proposed private line data service. These management reports must be available to the Agency upon request.

3.1.9 Network Management

Bidder must describe, in their Proposal, all network management services available to the Authorized Users with the proposed private line data service. Bidder must provide all associated costs for these management services in the Cost Tables in "Price Pages" template.

Bidder must describe, in their Proposal, how real-time monitoring of the Private Line Data network is conducted (e.g., alarm notification, performance statistics, etc.)

Bidder must describe, in their Proposal, how proactive monitoring, trouble ticketing and user notification is performed on its Private Line Data network.

3.2 SWITCHED 56KBPS SERVICES

3.2.1 Service Description

Bidder must describe, in their Proposal, its Switched 56Kbps service. Bidder must provide all recurring and non-recurring costs associated with each type of Switched 56Kbps service offered in the Cost Tables in "Price Pages" template.

Bidder must describe, in their Proposal, the switched 56Kbps service including geographic availability, termination equipment required, installation and maintenance requirements.

Bidder must describe, in their Proposal, the criteria for billing its switched 56Kbps service (e.g., per minute, distance sensitive, time-of-day, etc.). This description must include a list of all items (recurring and non-recurring) that are associated with providing switched 56Kbps service. Provide all costs associated with these items in the Cost Tables in "Price Pages" template.

Bidder must state if a monthly charge, regardless of usage, is applied to its switched 56Kbps. Bidder must provide all costs associated with this surcharge in the Cost Tables in "Price Pages" template.

It is desirable that Bidder provide switched 56Kbps services with no monthly charge with the exception of actual usage.

It is desirable that any usage charges associated with the proposed switched 56Kbps service be billed in a postalized format that provides for a single per minute rate regardless of distance, time-of-day or day-of-week.

Bidder must state if a per-call surcharge is applied to calls made with its switched 56Kbps. Bidder must provide all costs associated with this surcharge in the Cost Tables in "Price Pages" template.

It is desirable that Bidder provide switched 56Kbps services with no per call surcharge.

Bidder must state the initial (minimum) and subsequent billing increments for its proposed switched 56Kbps.

It is desirable that Bidder provide switched 56Kbps usage that is billed in one second increments with no minimum billing increment.

It is desirable that the switched 56Kbps service proposed by Bidder be available on a flat monthly cost regardless of usage. Bidder must state if such an option is available and provide all costs associated with such in the Cost Tables in "Price Pages" template.

3.2.2 Service Availability

Bidder must list all geographic areas where the proposed switched 56Kbps service is available. It is desirable that Bidder be capable of providing switched 56Kbps Service to all geographic areas of New York and the United States.

Bidder must describe, in their Proposal, any geographic areas within the United States where it cannot provide switched 56Kbps service.

3.2.3 Customer Premise Equipment Requirements

Bidder must describe, in their Proposal, all Customer Premise Equipment (CPE) requirements for the proposed Switched 56Kbps service. Bidder must provide all costs associated with the required CPE in the Cost Tables in "Price Pages" template. Note: CPE must ONLY be provided, obtained or purchased as required for the provisioning and operation of the proposed Switched 56Kbps service. No individual purchases of CPE may be made under this contract.

3.2.4 Standards Compliance

The services proposed by Bidder must conform to all required national and international standards. Bidder must guarantee that the proposed service meets or exceeds these standards and include a list of such standards in its response.

Bidder must describe, in their Proposal, the measures they will take to ensure they will comply with all industry standards.

3.2.5 Management Reports

Bidder must describe, in their Proposal, all management reports available to the Authorized User with the proposed switched 56Kbps service. These management reports must be available to the Agency upon request.

3.2.6 Network Management

Bidder must describe, in their Proposal, all network management services available to the Authorized Users with the proposed switched 56Kbps service. Bidder must provide all associated costs for these management services in the Cost Tables in “Price Pages” template.

Bidder must describe, in their Proposal, how real-time monitoring of the switched 56Kbps network is conducted (e.g., alarm notification, performance statistics, etc.)

Bidder must describe, in their Proposal, how proactive monitoring, trouble ticketing and user notification is performed on its switched 56Kbps network.

3.3 INTEGRATED SERVICES DIGITAL NETWORK SERVICES (ISDN)

3.3.1 Service Description

Bidder must describe, in their Proposal, the ISDN service including geographic availability, termination equipment required, installation and maintenance requirements. Bidder must provide all recurring and non-recurring costs associated with each type of ISDN service offered in the Cost Tables in “Price Pages” template.

It is desirable that the ISDN service proposed by Bidder be available on a flat monthly cost regardless of usage. Bidder must state if such an option is available and provide all costs associated with such in the Cost Tables in “Price Pages” template.

3.3.2 Service Availability

Bidder must list all geographic areas where the proposed ISDN service is available. It is desirable that Bidder be capable of providing ISDN Service to all geographic areas of New York and the United States.

Bidder must describe, in their Proposal, any geographic areas within the United States where it cannot provide ISDN service.

3.3.3 Customer Premise Equipment Requirements

Bidder must list and describe, in their Proposal, all termination equipment required to provide ISDN service to the Authorized Users premises. Bidder must provide separate lists for BRI and PRI service.

Bidder must provide all costs associated with the required CPE in the Cost Tables in “Price Pages” template. Note: CPE must ONLY be provided, obtained or purchased as required for the provisioning and operation of the proposed ISDN service. No individual purchases of CPE may be made under this contract.

3.3.4 Network Security

Bidder must describe, in their Proposal, the measures they will take to ensure the confidentiality of the Authorized User’s traffic. Bidder must describe, in their Proposal, all standard and optional security services. Bidder must provide all costs associated with any optional security services in the Cost Tables in “Price Pages” template.

3.3.5 Standards Compliance

Bidder must provide ISDN service that meet National Standards and include:

- BRI-2B+D
- PRI-23B+D

The services proposed by Bidder must conform to all required national and international standards. Bidder must guarantee that the proposed service meets or exceeds these standards and include a list of such standards in its response.

Bidder must describe, in their Proposal, the measures they will take to ensure they will comply with all industry standards.

3.3.6 Billing

Bidder must describe, in their Proposal, the criteria for billing its ISDN service. This description must include a list of all items (recurring and non-recurring) that are associated with providing ISDN service. Provide all costs associated with these items in the Cost Tables in "Price Pages" template.

3.3.7 Management Reports

Bidder must describe, in their Proposal, all management reports available to the Authorized Users with the proposed ISDN service. These management reports must be available to the Agency upon request.

3.3.8 Network Management

Bidder must describe, in their Proposal, all network management services available to the Authorized Users with the proposed ISDN service. Bidder must provide all associated costs for these management services in the Cost Tables in "Price Pages" template.

Bidder must describe, in their Proposal, how real-time monitoring of the ISDN network is conducted (e.g., alarm notification, performance statistics, etc.).

Bidder must describe, in their Proposal, how proactive monitoring, trouble ticketing and user notification is performed on its ISDN network.

3.4 DIGITAL SUBSCRIBER LINE SERVICES (xDSL)

In order to enter into a contract for xDSL service, Bidder must respond to the specifications in this section of the Solicitation document. xDSL will be utilized for internet access, data, image and eventually voice and video services. Bidder must propose xDSL service that meets the minimum requirements outlined in this section.

3.4.1 Service Description

Bidder must describe, in their Proposal, the xDSL service being proposed. Bidder must provide all recurring and non-recurring costs associated with each type of xDSL service offered in the Cost Tables in "Price Pages" template.

3.4.2 Service Availability

Bidder must list all geographic areas where the proposed xDSL service is available. It is desirable that Bidder be capable of providing xDSL Service to all geographic areas of New York and the United States.

Bidder must describe, in their Proposal, any geographic areas within United States where xDSL service cannot be provided.

3.4.3 Service Types

Bidder must state the types of xDSL service available. Bidder must include a brief description including all applications for each type of service proposed.

3.4.4 Customer Premise Equipment Requirements

Bidder must describe, in their Proposal, all Customer Premise Equipment (CPE) requirements for the proposed xDSL service. Bidder must provide all costs associated with the required CPE in the Cost Tables in "Price Pages" template. Note: CPE must ONLY be provided, obtained or purchased as required for the

provisioning and operation of the proposed xDSL service. No individual purchases of CPE may be made under this contract.

3.4.5 Standards Compliance

The services proposed by Bidder must conform to all required national and international standards. Bidder must guarantee that the proposed service meets or exceeds these standards and include a list of such standards in its response.

Bidder must describe, in their Proposal, the measures they will take to ensure they will comply with all industry standards.

3.4.6 Network Uptime

Bidder must state the percentages of network uptime and erred seconds for the xDSL service proposed.

3.4.7 Management Reports

Bidder must describe, in their Proposal, all management reports available to the Authorized User with the proposed xDSL service. These management reports must be available to the Agency upon request.

3.4.8 Network Management

Bidder must describe, in their Proposal, all network management services available to the Authorized Users with the proposed xDSL service. Bidder must provide all associated costs for these management services in the Cost Tables in "Price Pages" template.

Bidder must describe, in their Proposal, how real-time monitoring of the xDSL network is conducted (e.g., alarm notification, performance statistics, etc.)

Bidder must describe, in their Proposal, how proactive monitoring, trouble ticketing and user notification is performed on its xDSL network.

3.4.9 Network Inter-Operability

Bidder must describe, in their Proposal, how the proposed xDSL service will inter-operate with other Wide Area Network (WAN) services utilized. (e.g., Frame Relay, ATM, etc.).

3.4.10 Network Security

Bidder must describe, in their Proposal, the measures it will take to ensure the confidentiality of the Authorized Users traffic. Bidder must describe, in their Proposal, all standard and optional security services. Bidder must provide all costs associated with any optional security services in the Cost Tables in "Price Pages" template.

3.5 FRAME RELAY SERVICES

Bidder must propose a frame relay service that meets the minimum requirements outlined in this section.

Frame relay services will be used for but not limited to the interconnection of Local Area Networks (LANs), fast packet transfer, voice and video services.

3.5.1 Service Availability

Bidder must list all geographic areas where the proposed frame relay service is available. It is desirable that Bidder be capable of providing frame relay service to all geographic areas of New York and the United States.

Bidder must describe, in their Proposal, any geographic areas within United States where it cannot provide Frame Relay service.

It is desirable that Bidder provide frame relay service to international locations. Bidder must list all international locations where they are capable of providing the proposed frame relay service.

3.5.2 Service Access Types

Bidder must describe, in their Proposal, the types of network services that may be used in conjunction with or as access to the proposed frame relay service (e.g., ISDN BRI, Switched 56Kbps, etc.)

3.5.3 Service Access Speeds

Bidder must provide frame relay service with access speeds ranging from 56Kbps to 1.544Mbps (TI) at a minimum. Bidder must list the available access circuit speeds for the proposed frame relay service.

Bidder must state if the proposed frame relay service allows for dynamic configuration of DS-I access services for Frame Relay to allow for additional channels to be used for other voice or data communications functions. For example, is an Agency able to use a single DS-I circuit to connect to the frame relay service (3 84Kbps) while utilizing the remaining bandwidth for other applications such as Point-to-Point connections or possible access to the voice toll network.

3.5.4 Customer Premise Equipment Requirements

Bidder must describe, in their Proposal, all Customer Premise Equipment (CPE) requirements for the proposed Frame Relay service. Bidder must provide all costs associated with the required CPE in the Cost Tables in "Price Pages" template. Note: CPE must ONLY be provided, obtained or purchased as required for the provisioning and operation of the proposed frame relay service. No individual purchases of CPE may be made under this contract.

3.5.5 Standards Compliance

The proposed frame relay service must conform to all ANSI and ITU standards including, but not limited to, the following areas:

- Service Description
- Congestion Management
- Core Aspects
- Access Signaling
- Data Link Control

The services proposed by Bidder must conform to all required national and international standards. Bidder must guarantee that the proposed service meets or exceeds these standards and include a list of such standards in its response.

Bidder must describe, in their Proposal, the measures they will take to ensure they will comply with all industry standards.

3.5.6 Committed Information Rate (CIR)

Bidder must provide the minimum and maximum Committed Information Rate (CIR) supported by the frame relay network at 56Kbps and above access levels.

3.5.7 CIR Adjustment Requirements

Bidder must provide, with the proposed frame relay service, the ability for the Authorized User to adjust the Committed Information Rate (CIR) in increments of 2Kbps or increments mutually agreed upon by the Authorized User and Bidder. This CIR adjustment must be provided in conjunction with Committed Burst Rate and the Extended Burst Rate. Bidder must list the specific areas within the geographic area of New York where this capability is provided with the frame relay service.

Bidder must guarantee that the proposed Frame Relay network will provide adequate bandwidth in cases when the CIR is exceeded. Bidder must state its policies regarding “overbooking”.

It is desirable that Bidder provide frame relay service that allows the CIR to be advertised on all Permanent Virtual Circuits (PVCs). Bidder must list the specific areas within the geographic area of NYS where they are capable of providing the frame relay service.

3.5.8 Committed and Extended Burst Rate

Bidder must provide their specification for committed burst rate and extended burst rate including amount of burst in a given interval and any associated limits or restrictions.

3.5.9 Congestion Management

Bidder must explain how the proposed frame relay network provides congestion management (e.g., Forward Explicit Congestion bit (FECN), Backward Explicit Congestion bit (BECN)).

3.5.10 Rate Enforcement

Bidder must explain how the proposed frame relay network supports rate enforcement. (e.g., the use of CIR and a discard eligibility (DE) bit or similar means.) Bidder must describe, in detail in its response, how rate enforcement is performed.

3.5.11 Error Checking Technique

Bidder must explain how the proposed Frame Relay network supports its error checking technique. (e.g., Cyclic Redundancy Check (CRC)).

3.5.12 Network Latency

Bidder must explain any network latency in the frame relay network. Is this network latency a result of the network being distance sensitive?

Bidder must submit a latency guarantee of bandwidth/distance and, when required by the Authorized User, describe, in their Proposal, how the PVC is routed within the frame relay network.

Bidder must state their percentage of network uptime and percentage of erred seconds for the frame relay service proposed.

Authorized User's may utilize the frame relay network for voice, data and video applications. Bidder must state if their network is enabled for this application.

Bidder must state whether voice and data traffic can be sent via the use of the same PVC over the proposed frame relay network.

3.5.13 Management Reports

Bidder must describe, in their Proposal, all management reports available to the Authorized User with the proposed frame relay service. These management reports must be available to the Agency upon request.

3.5.14 Network Management

Bidder must describe, in their Proposal, all network management services available to the Authorized Users with the proposed frame relay service. Bidder must provide all associated costs for these management services in the Cost Tables in "Price Pages" template.

Bidder must describe, in their Proposal, how real-time monitoring of the frame relay network is conducted (e.g., alarm notification, performance statistics, etc.).

Bidder must describe, in their Proposal, how proactive monitoring, trouble ticketing and user notification is performed on its frame relay network.

3.5.15 Network Security

Bidder must describe, in their Proposal, the measures they will take to ensure the confidentiality of the Authorized Users traffic. Bidder must describe, in their Proposal, all standard and optional security services. Bidder must provide all costs associated with any optional security services in the Cost Tables in "Price Pages" template.

3.6 ASYNCHRONOUS TRANSFER MODE SERVICES (ATM)

In order to enter into a contract for Asynchronous Transfer Mode (ATM) services, Bidder must respond to the specifications in this section of the Solicitation document.

ATM will be utilized for any and all of the following voice, image, data and video services. Bidder must propose ATM service that meets the minimum requirements outlined in this section.

3.6.1 Service Description

Bidder must briefly describe, in their Proposal, any ATM service being proposed. Bidder must provide all recurring and non-recurring costs associated with the proposed ATM service in the Cost Tables in "Price Pages" template.

3.6.2 Service Availability

Bidder must list all geographic areas where the proposed ATM service is available. It is desirable that Bidder be capable of providing ATM Service to all geographic areas of New York and the United States.

Bidder must describe, in their Proposal, any geographic areas within the United States where it cannot provide ATM service.

It is desirable that Bidder provide ATM service to international locations. Bidder must list all international locations where it is capable of providing the proposed ATM service.

3.6.3 Access Types

Bidder must list the types of services provided for access to the proposed ATM service. Bidder must provide all recurring and nonrecurring costs associated with these proposed access types must be included in the Cost Tables in "Price Pages" template.

3.6.4 Customer Premise Equipment Requirements

Bidder must describe, in their Proposal, all Customer Premise Equipment (CPE) requirements for the proposed ATM service. Bidder must provide all costs associated with the required CPE in the Cost Tables in "Price Pages" template. Note: CPE must ONLY be provided, obtained or purchased as required for the provisioning and operation of the proposed ATM service. No individual purchases of CPE may be made under this contract.

3.6.5 Virtual Circuits

Bidder must list the types of virtual circuits supported by its proposed ATM service. (e.g., permanent virtual circuits, switched virtual circuits, virtual channel connections and virtual path connections.)

3.6.6 Category of Service

Bidder must state the categories of service supported by the proposed ATM service.

3.6.7 Network Uptime

Bidder must state their percentage of network uptime and percentage of erred seconds for the ATM service proposed.

3.6.8 Management Reports

Bidder must describe, in their Proposal, all management reports available to the Authorized User with the proposed ATM service. These management reports must be available to the Agency upon request.

3.6.9 Network Management

Bidder must describe, in their Proposal, all network management services available to the Authorized Users with the proposed ATM service. Bidder must provide all associated costs for these management services in the Cost Tables in "Price Pages" template.

Bidder must describe, in their Proposal, how real-time monitoring of the ATM network is conducted (e.g. alarm notification, performance statistics)

Bidder must describe, in their Proposal, how proactive monitoring, trouble ticketing and user notification is performed on its ATM network.

3.6.10 Standards Compliance

The services proposed by Bidder must conform to all required national and international standards. Bidder must guarantee that the proposed service meets or exceeds these standards and include a list of such standards in its response.

Bidder must describe, in their Proposal, the measures they will take to ensure they will comply with all industry standards.

Bidder must describe, in their Proposal, how the proposed ATM service will inter-operate with other Wide Area Network (WAN) services utilized. (e.g., Frame Relay).

3.6.11 Network Security

Bidder must describe, in their Proposal, the measures they will take to ensure the confidentiality of the Authorized Users traffic. Bidder must describe, in their Proposal, all standard and optional security services. Bidder must provide all costs associated with any optional security services in the Cost Tables in "Price Pages" template.

3.7 SYNCHRONOUS OPTICAL NETWORK SERVICES (SONET)

In order to enter into a contract for SONET service, Bidder must respond to the specifications in this section of the Solicitation document.

SONET will be utilized for voice, image, data and video services. Bidder must propose SONET service that meets the minimum requirements outlined in this section.

3.7.1 Service Description

Bidder must briefly describe, in their Proposal, the SONET service being proposed. Bidder must provide all recurring and non-recurring costs associated with the proposed SONET service in the Cost Tables in "Price Pages" template.

3.7.2 Service Availability

Bidder must list all geographic areas where it provides the proposed SONET service. It is desirable that Bidder be capable of providing SONET Service to all geographic areas of New York and the United States.

Bidder must describe, in their Proposal, any geographic areas within United States where it cannot provide SONET service.

3.7.3 Customer Premise Equipment Requirements

Bidder must describe, in their Proposal, all Customer Premise Equipment (CPE) requirements for the proposed SONET service. Bidder must provide all costs associated with the required CPE in the Cost Tables in "Price Pages" template. Note: CPE must ONLY be provided, obtained or purchased as required for the provisioning and operation of the proposed SONET service. No individual purchases of CPE may be made under this contract.

3.7.4 Bandwidth Availability

Bidder must describe, in their Proposal, the types of bandwidth (transmission speeds) provided with its SONET service (e.g., OC-3, OC-12, OC-48, OC-192, etc.).

3.7.5 Standards Compliance

The SONET service proposed by Bidder must conform to all required national and international standards. Bidder must guarantee that the proposed SONET service meets or exceeds these standards and include a list of such standards in its response.

3.7.6 Network Uptime

Bidder must state their percentages of network uptime and erred seconds for the SONET service proposed.

3.7.7 Management Reports

Bidder must describe, in their Proposal, all management reports available to the Authorized User with the proposed SONET service. These management reports must be available to the Agency upon request.

3.7.8 Network Management

Bidder must describe, in their Proposal, all network management services available to the Authorized Users with the proposed SONET service. Bidder must provide all associated costs for these management services in the Cost Tables in "Price Pages" template.

Bidder must describe, in their Proposal, how real-time monitoring of the SONET network is conducted (e.g. alarm notification, performance statistics).

Bidder must describe, in their Proposal, how proactive monitoring, trouble ticketing and user notification is performed on its SONET network.

3.7.9 Network Security

Bidder must describe, in their Proposal, the measures it will take to ensure the confidentiality of the Authorized User traffic. Bidder must describe, in their Proposal, all standard and optional security services. Bidder must provide all costs associated with any optional security services in the Cost Tables in “Price Pages” template.

3.8 ETHERNET SERVICES (MAN/WAN)

Bidder must propose MAN/WAN Ethernet (10/100/1000/10,000/ etc.) service that meets the minimum requirements outlined in this section.

3.8.1 Service Description

Bidder must briefly describe, in their Proposal, the Ethernet service offering proposed. Bidder must provide all recurring and non-recurring costs associated with the proposed Ethernet service in the Cost Tables in “Price Pages” template.

3.8.2 Service Availability

Bidder must list all geographic areas where it provides the proposed Ethernet service. It is desirable that Bidder be capable of providing Ethernet Service to all geographic areas of New York and the United States.

Bidder must describe, in their Proposal, any geographic areas within United States where it cannot provide Ethernet service.

3.8.3 Customer Premise Equipment Requirements

Bidder must describe, in their Proposal, all Customer Premise Equipment (CPE) or network termination equipment requirements for the proposed Ethernet service. Bidder must provide all costs associated with the required CPE in the Cost Tables in “Price Pages” template. Note: CPE must ONLY be provided, obtained or purchased as required for the provisioning and operation of the proposed Ethernet service. No individual purchases of CPE may be made under this contract.

3.8.4 Standards Compliance

The Ethernet service proposed by Bidder must conform to all required national and international standards. Bidder must guarantee that the proposed Ethernet service meets or exceeds these standards and include a list of such standards in its response.

3.8.5 Network Uptime

Bidder must state the percentages of network uptime for the Ethernet service proposed.

3.8.6 Management Reports

Bidder must describe, in their Proposal, all management reports available to the Authorized User with the proposed Ethernet service. These management reports must be available to the Agency upon request.

3.8.7 Network Management

Bidder must describe, in their Proposal, all network management services available with the proposed Ethernet service. Bidder must provide all associated costs for these management services in the Cost Tables in “Price Pages” template.

Bidder must describe, in their Proposal, how real-time monitoring of the Ethernet network is conducted (e.g. alarm notification, performance statistics)

Bidder must describe, in their Proposal, how proactive monitoring, trouble ticketing and user notification is performed on its Ethernet offering.

Bidder must describe, in their Proposal, all management reports available with the proposed Ethernet service. These management reports must be available to the Agency upon request.

3.8.8 Service Inter-operability

Bidder must describe, in their Proposal, how the proposed Ethernet service will inter-operate with other Wide Area Network (WAN) services utilized (e.g. Frame Relay, ATM).

3.8.9 Network Security

Bidder must describe, in their Proposal, the measures it will take to ensure the confidentiality of the Authorized Users traffic. Bidder must describe, in their Proposal, all standard and optional security services. Bidder must provide all costs associated with any optional security services in the Cost Tables in "Price Pages" template.

3.9 DARK FIBER SERVICES

Bidder must briefly describe, in their Proposal, its Dark Fiber offering proposed. Bidder must provide all recurring and non-recurring costs associated with the proposed Dark Fiber in the Cost Tables in "Price Pages" template.

3.9.1 Service Availability

Bidder must list all geographic areas where it provides the proposed Dark Fiber service. It is desirable that Bidder be capable of providing Dark Fiber to all geographic areas of New York and the United States.

Bidder must describe, in their Proposal, any geographic areas within United States where it cannot provide Dark Fiber.

3.9.2 Customer Premise Equipment Requirements

Bidder must describe, in their Proposal, all Customer Premise Equipment (CPE) or network termination equipment requirements for the proposed Dark Fiber service. Bidder must provide all costs associated with the required Dark Fiber in the Cost Tables in "Price Pages" template.

3.9.3 Standards Compliance

The Dark Fiber proposed by Bidder must conform to all required national and international standards. Bidder must guarantee that the proposed Dark Fiber service meets or exceeds these standards and include a list of such standards in its response.

3.10 CABLE BASED BROADBAND SERVICES

Bidder must propose Cable Based Broadband services that meet the minimum requirements outlined in this section.

3.10.1 Service Description

Bidder must briefly describe, in their Proposal, its Cable Based Broadband service offering proposed. Bidder must provide all recurring and non-recurring costs associated with the proposed Cable Based Broadband service in the Cost Tables in "Price Pages" template.

3.10.2 Service Availability

Bidder must list all geographic areas where it provides the proposed Cable Based Broadband service. It is desirable that Bidder be capable of providing Cable Based Broadband Service to all geographic areas of New York and the United States.

Bidder must describe, in their Proposal, any geographic areas within United States where it cannot provide Cable Based Broadband service.

3.10.3 Customer Premise Equipment Requirements

Bidder must describe, in their Proposal, all Customer Premise Equipment (CPE) or network termination equipment requirements for the proposed Cable Based Broadband service. Bidder must provide all costs associated with the required CPE in the Cost Tables in "Price Pages" template. Note: CPE must ONLY be provided, obtained or purchased as required for the provisioning and operation of the proposed Cable Based Broadband service. No individual purchases of CPE may be made under this contract.

3.10.4 Standards Compliance

The Cable Based Broadband service proposed by Bidder must conform to all required national and international standards. Bidder must guarantee that the proposed Cable Based Broadband service meets or exceeds these standards and include a list of such standards in its response.

3.10.5 Network Uptime

Bidder must state its percentage of network uptime and percentage of erred seconds for the Cable Based Broadband service proposed.

3.10.6 Management Reports

Bidder must describe, in their Proposal, all management reports available to the Authorized User with the proposed Cable Based Broadband service. These management reports must be available to the Agency upon request.

3.10.7 Network Management

Bidder must describe, in their Proposal, all network management services available with the proposed Cable Based Broadband service. Bidder must provide all associated costs for these management services in the Cost Tables in "Price Pages" template.

Bidder must describe, in their Proposal, how real-time monitoring of the Cable Based Broadband network is conducted (e.g. alarm notification, performance statistics)

Bidder must describe, in their Proposal, how proactive monitoring, trouble ticketing and user notification is performed on its Cable Based Broadband offering.

3.10.8 Service Inter-operability

Bidder must describe, in their Proposal, how the proposed Cable Based Broadband service will inter-operate with other Wide Area Network (WAN) services utilized (e.g. Frame Relay, ATM, etc.).

3.10.9 Network Security

Bidder must describe, in their Proposal, the measures it will take to ensure the confidentiality of the Authorized Users traffic. Bidder must describe, in their Proposal, all standard and optional security services. Bidder must provide all costs associated with any optional security services in the Cost Tables in "Price Pages" template.

3.11 SATELLITE SERVICES (FIXED POINT-TO-POINT)

Bidder must propose Satellite services that meet the minimum requirements outlined in this section.

3.11.1 Service Description

Bidder must briefly describe, in their Proposal, its Satellite service offering proposed. Bidder must provide all recurring and non-recurring costs associated with the proposed Fixed Wireless Broadband service in the Cost Tables in "Price Pages" template.

3.11.2 Service Availability

Bidder must list all geographic areas where it provides the proposed Satellite service. It is desirable that Bidder be capable of providing Fixed Wireless Service to all geographic areas of New York.

Bidder must describe, in their Proposal, any geographic areas within New York where it cannot provide Satellite service.

3.11.3 Customer Premise Equipment Requirements

Bidder must describe, in their Proposal, all Customer Premise Equipment (CPE) or network termination equipment requirements for the proposed Satellite service. Bidder must provide all costs associated with the required CPE in the Cost Tables in "Price Pages" template. Note: CPE must ONLY be provided, obtained or purchased as required for the provisioning and operation of the proposed Satellite service. No individual purchases of CPE may be made under this contract.

3.11.4 Standards Compliance

The Satellite service proposed by Bidder must conform to all required national and international standards. Bidder must guarantee that the proposed Fixed Wireless service meets or exceeds these standards and include a list of such standards in its response.

3.11.5 Network Uptime

Bidder must state its percentage of network uptime and percentage of erred seconds for the Satellite service proposed.

3.11.6 Management Reports

Bidder must describe, in their Proposal, all management reports available to the Authorized User with the proposed Satellite service. These management reports must be available to the Agency upon request.

3.11.7 Service Inter-operability

Bidder must describe, in their Proposal, how the proposed Satellite service will inter-operate with other Network services utilized (e.g. Frame Relay, ATM, etc.).

3.11.8 Network Security

Bidder must describe, in their Proposal, the measures it will take to ensure the confidentiality of the Authorized Users traffic. Bidder must describe, in their Proposal, all standard and optional security services. Bidder must provide all costs associated with any optional security services in the Cost Tables in "Price Pages" template.

3.12 FIXED WIRELESS SERVICES

Bidder must propose Fixed Wireless services that meet the minimum requirements outlined in this section.

3.12.1 Service Description

Bidder must briefly describe, in their Proposal, its Fixed Wireless service offering proposed. Bidder must provide all recurring and non-recurring costs associated with the proposed Fixed Wireless Broadband service in the Cost Tables in "Price Pages" template.

3.12.2 Service Availability

Bidder must list all geographic areas where it provides the proposed Fixed Wireless service. It is desirable that Bidder be capable of providing Fixed Wireless Service to all geographic areas of New York.

Bidder must describe, in their Proposal, any geographic areas within New York where it cannot provide Fixed Wireless service.

3.12.3 Customer Premise Equipment Requirements

Bidder must describe, in their Proposal, all Customer Premise Equipment (CPE) or network termination equipment requirements for the proposed Fixed Wireless service. Bidder must provide all costs associated with the required CPE in the Cost Tables in "Price Pages" template. Note: CPE must ONLY be provided, obtained or purchased as required for the provisioning and operation of the proposed Fixed Wireless service. No individual purchases of CPE may be made under this contract.

3.12.4 Standards Compliance

The Fixed Wireless service proposed by Bidder must conform to all required national and international standards. Bidder must guarantee that the proposed Fixed Wireless service meets or exceeds these standards and include a list of such standards in its response.

3.12.5 Network Uptime

Bidder must state its percentage of network uptime and percentage of erred seconds for the Fixed Wireless service proposed.

3.12.6 Management Reports

Bidder must describe, in their Proposal, all management reports available to the Authorized User with the proposed Fixed Wireless service. These management reports must be available to the Agency upon request.

3.12.7 Network Management

Bidder must describe, in their Proposal, all network management services available with the proposed Fixed Wireless service. Bidder must provide all associated costs for these management services in the Cost Tables in "Price Pages" template.

Bidder must describe, in their Proposal, how real-time monitoring of the Fixed Wireless network is conducted (e.g. alarm notification, performance statistics).

Bidder must describe, in their Proposal, how proactive monitoring, trouble ticketing and user notification is performed on its Fixed Wireless offering.

3.12.8 Service Inter-operability

Bidder must describe, in their Proposal, how the proposed Fixed Wireless service will inter-operate with other Network services utilized (e.g. Frame Relay, ATM, etc.).

3.12.9 Network Security

Bidder must describe, in their Proposal, the measures it will take to ensure the confidentiality of the Authorized Users traffic. Bidder must describe, in their Proposal, all standard and optional security services.

Bidder must provide all costs associated with any optional security services in the Cost Tables in “Price Pages” template.

Section 4. MANAGED SERVICES – GROUP 3

4.1 INTERNET ACCESS SERVICES

Bidder must provide Internet Access services connectivity and bandwidth options such as but not limited to: Dial-up, Dedicated, DSL, TI, Cable, ISDN, Fiber and point to point wireless broadband. **This category does not include Application Managed Services such as: Firewall, Intrusion Detection, Host Managed Services etc.**

4.1.1 Service Description

Bidder must provide Internet Access services as a Tier 1 or Tier 2 provider directly or interfaced directly to a Tier 1 or Tier 2 provider. Bidder must describe, in their Proposal, how their Internet Access Services are connected to a Tier 1 provider.

Bidder must describe, in their Proposal, any other Internet Access related services pertinent to this section and provide costs in “Price Pages” template. Cost Tables.

It is desirable that Bidder provide Security services to ensure the integrity of Internet Access connections. The response must describe, in their Proposal, the security products and services available and the respective costs must be included in the “Price Pages” template. Cost Tables.

Bidder must provide design, engineering and implementation consultation to establish, maintain and enhance Internet Access connections. The response must describe, in their Proposal, the consultation services available and the respective hourly labor costs must be included in the “Price Pages” template. Cost Tables.

It is desirable that Bidder provide IP address services. The response must describe, in their Proposal, Bidder capabilities for offering this service. Associated costs must be included in the “Price Pages” template. Cost Tables.

Bidder must provide installation and support services for equipment and software required to establish, maintain and enhance Internet Access connections. The response must describe, in their Proposal, the equipment provisioning and activation services available and the respective costs must be included in the “Price Pages” template. Cost Tables.

It is desirable that Bidder provide QoS services (Quality of Service) and have the ability to segment traffic. The response must describe, in their Proposal, these services and the respective costs must be included in the “Price Pages” template. Cost Tables.

It is desirable that Bidder provide load-balancing services. The response must describe, in their Proposal, these services and the respective costs must be included in the “Price Pages” template. Cost Tables.

Bidder must agree to supply Children's Internet Protection Act (CIPA) compliant filtering that requires schools and libraries implement Internet safety policies in order to receive U.S. federal technology funding such as e-rate. The response should describe, in their Proposal, all the filtering services available and all costs must be included in the “Price Pages” template. Cost Tables.

4.1.2 Service Availability

Bidder must list all geographic areas where it provides the proposed Internet Services service. It is desirable that Bidder be capable of providing Internet Access Service to all geographic areas of New York and the United States.

Bidder must describe, in their Proposal, any geographic areas within United States where it cannot provide Internet Access service.

It is desirable that the same prices are provided across the entire geographic area of the State of New York. To meet this specification Bidder must describe, in their Proposal, how the costs change or do not change across New York State.

4.1.3 Access Types

Bidder must provide data communication services in combination with Internet access services. The cost table must have the costs itemized for the individual data communications services and the Internet services. Bidder may not offer data communication services independent of Internet access services. However, Bidder cannot require both the purchase of data communications and Internet services together. The response must describe, in their Proposal, these services and the respective costs must be included in the “Price Pages” template. Cost Tables.

Bidder must provide a listing of connectivity and bandwidth options available such as but not limited to: Dial-up, Dedicated, DSL, T1, Cable, ISDN, Fiber and point to point wireless broadband. Bidder response must provide costs for each option identified above in the “Price Pages” template. Cost Tables.

It is desirable that Bidder provide dial-up Internet Access services. The response should describe, in their Proposal, the range of dial-up services available as well as the geographic availability and the respective costs must be included in the “Price Pages” template. Cost Tables. Additionally, Bidder must provide a list of local service areas (towns) served without requiring toll services or extra cost connectivity.

4.1.4 Customer Premise Equipment Requirements

Bidder must describe, in their Proposal, all Customer Premise Equipment (CPE) requirements for the proposed Internet Access service. Bidder must provide all costs associated with the required CPE in the Cost Tables in “Price Pages” template. Note: CPE must ONLY be provided, obtained or purchased as required for the provisioning and operation of the proposed Internet Access service. No individual purchases of CPE may be made under this contract.

4.1.5 Standards Compliance

The services proposed by Bidder must conform to all required national and international standards. Bidder must guarantee that the proposed service meets or exceeds these standards and include a list of such standards in its response.

Bidder must describe, in their Proposal, the measures they will take to ensure they will comply with all industry standards.

4.1.6 Service Level Agreement

Bidder must provide an SLA for all internet and hosting services with the following as a minimum performance levels.

- On-Net Network % Availability — 100%
- On-Net Network Availability Credits - 1 day of credit for each hour, or fraction of hour (15 minutes) that the network is unavailable and adversely affects the contracts eligible entity's use of services obtained from Bidder.
- Off-Net Network % Availability — 100% readability/availability via connection to Bidder tier I(one) Internet Service Provider(s) (ISPs)
- Off-Net Network Availability Credits - 1 day of credit for each hour, or fraction of hour (15 minutes), that the connectivity to this provider is unavailable/unreliable and adversely affects the contracts eligible entity's use of services obtained from Bidder.
- On-Net Latency maximum - 30ms round-trip from Bidder' facility to US backbone core to core
- On-Net Latency Credits - A credit of one day's service fee for each full msec over
- Off-Net Latency Maximum - Less than 60ms round-trip monthly network wide average to Tier one providers
- Off-Net Latency Credits - A credit of one day's service fee for each full msec over
- On-Net Packet-Loss Maximum - Less than 1% from core to core site, measured as an average over a one-month period
- On-Net Packet-Loss Credits - A credit of one day's service fee for each full percentage over
- Off-Net Packet-Loss Maximum - Less than 1% from bidder's regional polling device to their Tier One provider; averaged over a monthly period
- Off-Net Packet-Loss Credits - A credit of one day's service fee for each full percentage over

4.1.7 Management Reports

Bidder must describe, in their Proposal, all management reports available to the Authorized User with the proposed Internet Access service. These management reports must be available to the Agency upon request.

4.1.8 Network Management

Bidder must describe, in their Proposal, all network management services available with the proposed Internet Access service. Bidder must provide all associated costs for these management services in the Cost Tables in "Price Pages" template.

Bidder must describe, in their Proposal, how real-time monitoring of the Internet Access network is conducted (e.g., alarm notification, performance statistics, etc.)

Bidder must describe, in their Proposal, how proactive monitoring, trouble ticketing and user notification is performed on its Internet Access offering.

Bidder must describe, in their Proposal, all management reports available with the proposed Internet Access service. These management reports must be available to the Agency upon request.

4.2 INTERNET SERVICES

This broad category is to provide the Authorized Users with a large array of Internet services associated with the provisioning of internet access. These are intended to compliment Internet Access Services.

Internet services include but not limited to:

- Internet Access Services including email, web, news groups, and others
- Host name registration services for host names in non-government domains
- VPN Services (no storage of data or hosting of data library)
- Firewall
- Intrusion Detection

The respective costs must be included in the “Price Pages” template. Cost Tables.

Bidder must provide a detailed description of all services supported. All services provided must be in compliance with relevant IETF RFC requirements.

Bidder must specifically describe how Proprietary Rights are addressed including but not limited to:

- Ownership of customer content
- Restriction on access and alteration of customer content
- Licenses demanded by bidder from client for content hosted by bidder
- Licenses from bidder to client for use of hosting bidder materials
- Licenses from bidder to client for software
- Ownership of URL designation, user interface, branding

4.2.1 Management Reports

Bidder must describe, in their Proposal, all management reports available to the Authorized User with the proposed Internet service. These management reports must be available to the Agency upon request.

4.2.2 Network Management

Bidder must describe, in their Proposal, all network management services available with the proposed Internet service. Bidder must provide all associated costs for these management services in the Cost Tables in “Price Pages” template.

Bidder must describe, in their Proposal, how real-time monitoring of the Internet network is conducted (e.g., alarm notification, performance statistics, etc.)

Bidder must describe, in their Proposal, how proactive monitoring, trouble ticketing and user notification is performed on its Internet offering.

Bidder must describe, in their Proposal, all management reports available with the proposed Internet service. These management reports must be available to the Agency upon request.

4.3 MULTIPROTOCOL LABEL SWITCHING SERVICES (MPLS)

In order to enter into a contract for Multi-protocol Label Switching (MPLS) services, Bidder must respond to the specifications in this section of the Solicitation document.

MPLS will be utilized for any and all of the following voice, image, data and video services. Bidder must propose MPLS service that meets the minimum requirements outlined in this section.

4.3.1 Service Description

Bidder must briefly describe, in their Proposal, its MPLS service being proposed. Bidder must provide all recurring and non-recurring costs associated with the proposed MPLS service in the Cost Tables in “Price Pages” template.

4.3.2 Service Availability

Bidder must list all geographic to which it provides the proposed MPLS service. It is desirable that Bidder be capable of providing MPLS Service to all geographic areas of New York and the United States.

Bidder must describe, in their Proposal, any geographic areas within United States to which it cannot provide MPLS service.

It is desirable that Bidder provide MPLS to international locations. Bidder must list all international locations to which it is capable of providing the proposed MPLS service.

4.3.3 Access Types

Bidder must list the types of services provided for access to the proposed MPLS service. Bidder must provide all recurring and nonrecurring costs associated with these proposed access types must be included in the Cost Tables in "Price Pages" template.

4.3.4 Customer Premise Equipment Requirements

Bidder must describe, in their Proposal, all Customer Premise Equipment (CPE) requirements for the proposed MPLS service. Bidder must provide all costs associated with the required CPE in the Cost Tables in "Price Pages" template. Note: CPE must ONLY be provided, obtained or purchased as required for the provisioning and operation of the proposed MPLS service. No individual purchases of CPE may be made under this contract.

4.3.5 Category of Service

Bidder must state the categories of service supported by the proposed MPLS service.

4.3.6 Network Uptime

Bidder must state its percentage of network uptime the MPLS service proposed.

4.3.7 Management Reports

Bidder must describe, in their Proposal, all management reports available to the Authorized User with the proposed MPLS service. These management reports must be available to the Agency upon request.

4.3.8 Network Management

Bidder must describe, in their Proposal, all network management services available with the proposed MPLS service. Bidder must provide all associated costs for these management services in the Cost Tables in "Price Pages" template.

Bidder must describe, in their Proposal, how real-time monitoring of the MPLS network is conducted (e.g., alarm notification, performance statistics, etc.)

Bidder must describe, in their Proposal, how proactive monitoring, trouble ticketing and user notification is performed on its MPLS network.

Bidder must describe, in their Proposal, all management reports available with the proposed MPLS service. These management reports must be available to the Authorized User upon request.

4.3.9 Standards Compliance

The services proposed by Bidder must conform to all required national and international standards. Bidder must guarantee that the proposed service meets or exceeds these standards and include a list of such standards in its response.

Bidder must describe, in their Proposal, the measures they will take to ensure they will comply with all industry standards.

4.3.10 Network Security

Bidder must describe, in their Proposal, encryption services for all transmissions end point to end point and additional measures it will take to ensure the confidentiality of the Authorized Users traffic. Bidder must describe, in their Proposal, all standard and optional security services. Bidder must provide all costs associated with any optional security services in the Cost Tables in “Price Pages” template.

4.4 MOBILE WIRELESS SERVICES

Authorized Users utilize Mobile Wireless services for various applications. It is the desire of OGS to obtain Mobile Wireless service and devices that allow for Mobile Wireless voice/data communications such as but not limited to Cellular, PCS, Satellite, etc.

Bidder must propose not only Mobile Wireless services but also the devices that can be used to access these services for all types of Mobile Wireless communications. Any resulting contract(s) will not include traditional paging devices and service as these devices and associated services are included in statewide Contract Group 77013.

4.4.1 Service Description

Bidder must describe, in their Proposal, the types of Mobile Wireless services being proposed. This description must include, but not be limited to, types of services available, types of devices available, FCC licenses acquired, how service is provided (own network or resale of network), etc.

Bidder must provide all recurring and non-recurring costs associated with the proposed Mobile Wireless service in the Cost Tables in “Price Pages” template.

4.4.2 Service Availability

Bidder must list all geographic areas where it provides the proposed Mobile Wireless service. It is desirable that Bidder be capable of providing Mobile Wireless Service to all geographic areas of New York and the United States.

Bidder must describe, in their Proposal, any geographic areas within United States where it cannot provide Mobile Wireless service.

It is desirable that the same prices are provided across the entire geographic area of the State of New York. To meet this specification Bidder must describe, in their Proposal, how the costs change or do not change across New York State.

4.4.3 Required Features

Bidder must provide, at a minimum, the following features with its Mobile Wireless service offering:

- Call Conferencing (3-Way Calling)
- Call Forwarding
- Call Waiting with Tone
- Call Waiting with Caller ID
- Directory Assistance
- Incoming Caller Identification (Caller ID)
- Text Messaging
- Voice Mail

Bidder must list and describe, in their Proposal, all network features available with its Mobile Wireless service offering. Acceptance of these features for placement on this contract is at the sole option of OGS. When selling services under the contract, it is the responsibility of contractors to sell only services already approved.

4.4.4 Mobile Wireless Devices

Bidder must list and describe, in their Proposal, the types of Mobile Wireless devices available to work in conjunction with the proposed Mobile Wireless service offering including the manufacturer and model number of the proposed devices and available accessories.

Bidder must provide all recurring and non-recurring costs associated with the proposed Mobile Wireless devices in the Cost Tables in “Price Pages” template.

4.4.5 Mobile Wireless Device Features

4.4.5.1 Required Features

Bidder must provide, at a minimum, the following features with its Mobile Wireless devices offering:

- Digital Display with Light
- Clock
- Volume Control
- Ring Type Selection
- Key Guard or Lock
- Ring Silence Option

4.4.5.2 Optional Features

It is desirable that Bidder provide the following features with its Mobile Wireless devices offering but not limited to:

- Language Selection (State Languages Available)
- Tone Selection (Off/On)
- Emergency Key Function
- Ring/Vibrate Option
- Automatic Answer
- Camera
-

4.4.6 Use of Existing Wireless Devices

Many Authorized Users are currently utilizing Mobile Wireless devices and may wish to retain these devices when selecting Bidder Mobile Wireless service offering. Bidder must provide a list of Mobile Wireless devices (manufacture and model number) that are compatible with its Mobile Wireless service offering.

4.4.7 Standards Compliance

The services proposed by Bidder must conform to all required national and international standards. Bidder must guarantee that the proposed service meets or exceeds these standards and include a list of such standards in its response.

Bidder must describe, in their Proposal, the measures they will take to ensure they will comply with all industry standards.

4.4.8 Trade-in Allowance

It is required that Bidder provide a comparable no cost trade-in plan for Mobile Wireless devices at a maximum of 24 month interval after activation on the service providers system.

It is required that Bidder provide a trade-in allowance for existing Agency Mobile Wireless devices that are not compatible with Bidder Mobile Wireless service offering. Bidder must provide a list of Mobile Wireless devices by manufacturer and model number with trade-in allowance indicated. Bidder are encouraged to

provide optional alternatives in addition to the no-cost trade-in plan for the states review and possible acceptance.

4.4.9 Required Coverage

Bidder must provide Mobile Wireless service that meets the following coverage requirements:

- Statewide coverage of New York State including all counties
- Regional coverage in all major population centers within the northeastern United State including but not limited to the New England area
- Nationwide coverage in all major population centers of the continental United States
- Bidder must state how it will meet the coverage area requirements listed above
- Bidder must provide a summary of its network coverage and describe, in their Proposal, projected growth of its coverage area for the next 12 months
- Bidder must provide, as an appendix to its response, area maps showing Bidder coverage area for its Mobile Wireless services being proposed to meet the statewide, regional, and nationwide coverage requirements of this section
- Bidder must describe, in their Proposal, potential coverage area limitations as they apply to the statewide, regional and nationwide coverage requirements of this section

4.4.10 Uniform Service Delivery

Bidder must describe, in their Proposal, if it provides a single Mobile Wireless network to assure consistent communication and message delivery. Bidder must include in this description how it will provide consistent communication and message delivery statewide, regionally and nationwide as well as any roaming and travel agreements with other service providers to achieve the required coverage.

4.4.11 Coverage Guarantee

Bidder must describe, in their Proposal, how it will maintain comprehensive, dependable, uniform coverage for its Mobile Wireless service. This description must include contingency plans for system failure, transmission site failure, satellite failure (if applicable) and power failure as well as how Bidder insures survivability and service continuity in the event of natural disasters and/or acts of God.

Bidder must describe, in their Proposal, how it monitors and evaluates its Mobile Wireless service's technological quality and performance, how it minimizes gaps in coverage, and its methods of limiting access and insuring authentication.

4.4.12 Management Reports

Bidder must describe, in their Proposal, all management reports available to the Authorized User with the proposed Mobile Wireless service. These management reports must be available to the Agency upon request.

4.4.13 Network Management

Bidder must describe, in their Proposal, all network management services available with the proposed Mobile Wireless service. Bidder must provide all associated costs for these management services in the Cost Tables in "Price Pages" template.

Bidder must describe, in their Proposal, how real-time monitoring of the Mobile Wireless network is conducted (e.g., alarm notification, performance statistics, etc.)

Bidder must describe, in their Proposal, how proactive monitoring, trouble ticketing and user notification is performed on its Mobile Wireless offering.

Bidder must describe, in their Proposal, all management reports available with the proposed Mobile Wireless service. These management reports must be available to the Agency upon request.

4.4.14 Network Security

Bidder must describe, in their Proposal, how it insures the security of its Mobile Wireless network. The description must include the safeguards employed to limit access to unauthorized users and eliminate or limit the risk of fraud as well as what measures are taken to decrease the risk of sabotage and increase the level of technological security.

Bidder must describe, in their Proposal, what safeguards are inherent in the proposed Mobile Wireless technology. This description must also include how Bidder' addresses air interface security to prevent unauthorized eavesdropping as well as fraud prevention.

Bidder must describe, in their Proposal, the programs, policies and standards it has implemented to insure the security of its network, including the use of switch site security systems, security personnel and patrols, password-managed software systems, and live continuous monitoring of the network and all components.

4.4.15 Billing of Mobile Wireless Service

Bidder must provide a monthly invoice for its Mobile Wireless service which includes, at a minimum, the following:

- Basic monthly charge (if applicable)
- Equipment/Hardware charge (if applicable)
- Call Detail (Outgoing)
- Call Indication (Incoming)
- Detail of Regulatory Charges (if applicable)

Bidder must include a sample of its invoice for its Mobile Wireless service with its response to this Solicitation.

4.4.16 Telephone Number Selection

Many Authorized Users may wish to obtain Mobile Wireless telephone numbers whose area code (NPA) coincides with their office telephone number area code (NPA).

It is desirable that Bidder provide the ability for the Authorized Users to select the area code (NPA) with which their Mobile Wireless telephone number is associated. Bidder must include a list of New York State area codes (NPAs) where its Mobile Wireless is available.

4.4.17 Mobile Wireless Data Services

Bidder must describe, in their Proposal, all data communications services available with the proposed Mobile Wireless network.

Bidder must provide all recurring and non-recurring costs associated with the proposed Mobile Wireless data services in the Cost Tables in "Price Pages" template.

4.4.18 Mobile Wireless Number Portability

Bidder must describe, in their Proposal, all plans for implementing telephone number portability allowing Agencies to retain its Mobile Wireless telephone numbers whether moving to or from a Bidder Mobile Wireless service.

4.4.19 Future Mobile Wireless Services

Bidder must provide all recurring and non-recurring costs associated with the proposed future Mobile Wireless services in the Cost Tables in "Price Pages" template.

4.5 AUDIO CONFERENCING SERVICES

Bidder must propose non-premised based audio conferencing services that meet the minimum requirements outlined in this section. Authorized Users may wish to take advantage of certain audio conferencing services available from Bidder.

4.5.1 Service Description

Bidder must agree to provide audio conferencing service on request to any Authorized User within New York State.

Bidder must provide each of the following types of conference calls:

- Dial-In Conference - participants dial a ten digit number over their long distance carrier.
- Dial-In 800 Conference - 800 call is part of the conference charge.
- Dial Out Conference – Contractor’s conference coordinator dials out to each participant.

Bidder must describe, in their Proposal, the services and associated costs available on an agent-assisted call (e.g. roll call, list of participant names, taping). Provide the cost in [Appendix C](#).

Bidder must provide both conventional and toll free (universal number 1+800, 866, 877, 888) access to the audio conferencing bridge. Authorized User must have the capability of completing a call from either touch-tone, rotary or reader (magnetic stripe) telephone.

Bidder’s audio conferencing service must allow Authorized Users to have international calling capabilities based on customer defined parameters.

4.5.2 Service Availability

Bidder must list all geographic areas where it provides the proposed audio conferencing service. It is desirable that Bidder be capable of providing audio conferencing Service to all geographic areas of New York and the United States.

Bidder must describe, in their Proposal, any geographic areas within United States where it cannot provide audio conferencing service.

It is desirable that the same prices are provided across the entire geographic area of the State of New York. To meet this specification Bidder must describe, in their Proposal, how the costs change or do not change across New York State.

Bidder must in their Proposal:

- Describe how an Authorized User makes a reservation for a conference call;
- Describe and identify the maximum and minimum number of people who can participate in a conference call as well as the maximum number of simultaneous but separate conference calls that the Bidder service can accommodate;
- Describe how an Authorized User can include participants on a conference call who are not pre-subscribed to your company;
- Describe whether it is possible to combine different features on a single call (e.g., can some participants be called while others use a Toll Free number to call in?);
- Describe any language translation services available. Identify any associated charges. Provide cost in [Appendix C](#).

4.5.3 Customer Premise Equipment Requirements

Bidder must describe, in their Proposal, all Customer Premise Equipment (CPE) requirements for the proposed Audio Conferencing service. Bidder must provide all costs associated with the required CPE in the Cost Tables in “Price Pages” template. Note: CPE must ONLY be provided, obtained or purchased as required for the provisioning and operation of the proposed Audio Conferencing service. No individual purchases of CPE may be made under this contract.

4.5.4 Standards Compliance

The services proposed by Bidder must conform to all required national and international standards. Bidder must guarantee that the proposed service meets or exceeds these standards and include a list of such standards in its response.

Bidder must describe, in their Proposal, the measures they will take to ensure they will comply with all industry standards.

4.5.5 Hours of Operation

Conference Calling must be available 24 hours per day, 7 days per week.

Bidder must describe, in their Proposal:

- Identify the minimum lead-time required to set up a conference call.
- Describe the process to add new participants to a conference call already in progress

4.5.6 Session Reservation Procedures

Bidder must describe, in their Proposal, how a reservation for its audio conferencing service is performed including any requirements for advanced reservations.

4.5.7 Session Support Services

Bidder must in their Proposal:

- Describe the support services it offers during an audio conferencing session;
- Describe assistance available for technical problems during a conference call;
- Describe the minimum training an Authorized User will receive;
- Describe the security their company's conference call services provide;
- Explain the various ways a conference call may be monitored;
- Specify whether an Authorized User can determine which departments are using the service so as to assign costs internally. Indicate whether the billing reflects the departmental charges e.g. centralized, individual, departmental, etc.;
- List all optional management reports available to the Authorized Users and indicate charges, if applicable in Appendix C;
- Describe any penalties for call changes or cancellations prior to a scheduled conference call;
- Identify any additional features available with their Proposal that may offer additional features/enhancements to the Authorized Users.

4.5.8 Management Reports

Bidder must describe, in their Proposal, all management reports available to the Authorized User with the proposed Audio Conferencing service. These management reports must be available to the Agency upon request.

4.6 VIDEO CONFERENCING SERVICES

Bidder must propose non-premised based video conferencing services that meet the minimum requirements outlined in this section. Authorized Users may wish to take advantage of certain video conferencing services available from Bidder.

4.6.1 Service Description

Bidder must describe, in their Proposal, the video conferencing services proposed. This description must include the network being used and any value-added services available with the proposed service(s).

Bidder must provide all recurring and non-recurring costs associated with the proposed video conferencing service in the Cost Tables in “Price Pages” template.

4.6.2 Service Availability

Bidder must list all geographic areas where it provides the proposed video conferencing service. It is desirable that Bidder be capable of providing video conferencing Service to all geographic areas of New York and the United States.

Bidder must describe, in their Proposal, any geographic areas within United States where it cannot provide video conferencing service.

Bidder must state the availability of its video conferencing service to international locations. Bidder must provide a list of international locations from which the proposed video conferencing service is available.

It is desirable that the same prices are provided across the entire geographic area of the State of New York. To meet this specification Bidder must describe, in their Proposal, how the costs change or do not change across New York State.

4.6.3 Customer Premise Equipment Requirements

Bidder must describe, in their Proposal, all Customer Premise Equipment (CPE) requirements for the proposed Video Conferencing service. Bidder must provide all costs associated with the required CPE in the Cost Tables in “Price Pages” template. Note: CPE must ONLY be provided, obtained or purchased as required for the provisioning and operation of the proposed Video Conferencing service. No individual purchases of CPE may be made under this contract.

4.6.4 Transmission Speeds

Bidder must list all transmission speeds offered with its video conferencing service.

4.6.5 Multi-Point Conferencing

Bidder must provide multi-point conferencing (bridging) video conferencing services in its offering. Bidder must provide a description of its multi-point conferencing capability including whether analog or digital bridging is provided, maximum number of sites that can be bridged, and type of codecs used in its bridging offering.

4.6.6 Bridging to Other Provider’s Service

Bidder must describe, in their Proposal, how it will provide multi-point bridging services to users who may be utilize another provider’s network.

4.6.7 Codec/Speed Conversion

Bidder must describe, in their Proposal, its services for codec/speed conversion and under what circumstances this conversion would be necessary. Bidder must list the codecs it currently supports for speed conversion.

4.6.8 Standards Compliance

The services proposed by Bidder must conform to all required national and international standards. Bidder must guarantee that the proposed service meets or exceeds these standards and include a list of such standards in its response.

Bidder must describe, in their Proposal, the measures they will take to ensure they will comply with all industry standards.

4.6.9 Hours of Operation

Bidder must state the hours of operation for its video conferencing services.

4.6.10 Session Reservation Procedures

Bidder must describe, in their Proposal, how a reservation for its video conferencing service is performed including any requirements for advanced reservations.

4.6.11 Session Support Services

Bidder must describe, in their Proposal, the support services it offers during a video conferencing session.

4.6.12 Management Reports

Bidder must describe, in their Proposal, all management reports available to the Authorized User with the proposed Video Conferencing service. These management reports must be available to the Agency upon request.

4.7 INTERACTIVE VOICE RESPONSE SERVICES (IVR)

Bidder must propose non-premised based Interactive Voice Response (IVR) services that meet the minimum requirements outlined in this section. Authorized Users may wish to take advantage of certain IVR services available from Bidder.

4.7.1 Service Description

Bidder must describe, in their Proposal, the IVR services proposed. This description must include the network being used and any value-added services available with the proposed service(s).

Bidder must provide all recurring and non-recurring costs associated with the proposed IVR service in the Cost Tables in "Price Pages" template.

4.7.2 Service Availability

Bidder must list all geographic areas where it provides the proposed IVR service. It is desirable that Bidder be capable of providing IVR Service to all geographic areas of New York and the United States.

Bidder must describe, in their Proposal, any geographic areas within United States where it cannot provide IVR service.

It is desirable that the same prices are provided across the entire geographic area of the State of New York. To meet this specification Bidder must describe, in their Proposal, how the costs change or do not change across New York State.

4.7.3 Customer Premise Equipment Requirements

Bidder must describe, in their Proposal, all Customer Premise Equipment (CPE) requirements for the proposed IVR service. Bidder must provide all costs associated with the required CPE in the Cost Tables in "Price Pages" template. Note: CPE must ONLY be provided, obtained or purchased as required for the provisioning and operation of the proposed IVR service. No individual purchases of CPE may be made under this contract.

4.7.4 Management Reports

Bidder must describe, in their Proposal, all management reports available to the Authorized User with the proposed IVR service. These management reports must be available to the Agency upon request.

4.7.5 Standards Compliance

The services proposed by Bidder must conform to all required national and international standards. Bidder must guarantee that the proposed service meets or exceeds these standards and include a list of such standards in its response.

Bidder must describe, in their Proposal, the measures they will take to ensure they will comply with all industry standards.

4.7.6 Direct-Inward-Dialing (DID) Service

Bidder must propose Direct-Inward-Dialing (DID) service as part of its local exchange service offering.

Bidder must list, in its response, the access circuit types available to Authorized Users for the proposed DID service (e.g., analog DID trunks, digital trunks, digital ISDN PRI circuits, etc.)

The DID service proposed by the Bidder must provide Dialed Number Identification Service (DNIS) to the receiving telecommunications equipment at the Authorized Users site. The Bidder must state the minimum and maximum number of digits being delivered to the Authorized Users premise equipment.

The DID service proposed by the Bidder must provide blocks of consecutive telephone numbers for the Authorized User. The Bidder must describe, in their Proposal, the minimum and maximum number of consecutive telephone numbers available with the proposed DID service.

4.7.7 Pricing of Local Exchange Service

Bidder must provide the basic monthly cost for its proposed local exchange service in the Cost Tables in "Price Pages" template.

Bidder must provide fixed rates per minute for local exchange, calls. The Bidder shall understand and agree that rates shall mean one rate per minute that is not mileage sensitive or utilize other variable such as, mileage bands or on-net and off-net as different schedules. Bidder shall itemize any time increments built into the per-minute rate (e.g. the component price for the first 6 seconds and for the next 6 seconds), as may be relevant to the Bidder's per minute incremental billing structure.

Bidder must state how they intend to charge for local exchange calls. (e.g., on a time expended basis only, on a per call basis only or on a per-call and time expended basis.)

Bidder must provide the costs associated with local exchange calls in the cost tables in "Price Pages" template.

Bidder must propose a single local exchange usage rate for all local calling areas within New York. Bidder may not quote local exchange rates that vary from calling area to calling area.

4.7.8 Management Reports

Bidder must describe, in their Proposal, all management reports available to the Authorized Users with the proposed Local Exchange service. These management reports must be available to the Agency upon request.

4.7.9 Network Management

Bidder must describe, in their Proposal, all network management services available to the Authorized Users with the proposed Local service. Bidder must provide all associated costs for these management services in the Cost Tables in "Price Pages" template.

Bidder must describe, in their Proposal, how real-time monitoring of the Local network is conducted (e.g., alarm notification, performance statistics, etc.)

Bidder must describe, in their Proposal, how proactive monitoring, trouble ticketing and user notification is performed on its Local network.

Bidder must describe, in their Proposal, all management reports available to the Authorized User with the proposed Local service. These management reports must be available to the Agency upon request.

4.7.10 Dedicated/Switched Access

Bidder must describe, in their Proposal, their definition of a switched access toll call and a dedicated access toll call.

4.7.11 Dialing Requirements

Bidder must provide outgoing toll services that allow for Direct Distance Dialing (DDD) and International Direct Distance Dialing (IDDD).

4.7.12 Call Answer Supervision

Bidder must propose a toll service network that provides full call and answer supervision for both domestic United States and International calling. The Bidder must briefly state how this supervision is provided (hardware, software, etc.) and what measures are in place to ensure that the erroneous billing of calls will not happen.

4.7.13 Authorization Codes

Bidder must propose outgoing toll service which provides end user authorization codes for outgoing toll calling. These authorization codes must be "forced" and "verified," denying call completion until a valid code is entered and verified. The Bidder must describe, in their Proposal, how code validity is verified.

4.7.14 Account Codes

Bidder must provide "optional" account codes for outgoing toll calling. These account codes would be used to identify a department or project against which the call would be billed.

4.7.15 Code Customization

It is desirable that the Authorized User be able to customize the authorization and account codes provided for use with the Bidder's toll service. For example, the Authorized User may wish to provide codes according to a current billing numbering plan, office location identification code, etc. The Bidder must state if this function is available and describe, in their Proposal, any limitations to this capability.

4.7.16 Maintenance of Codes

Bidder must provide the following information regarding the authorization and account codes required:

- Process for adding and deleting codes
- Timeframe for adding and deleting codes

- Responsibility for retaining/updating the code database
- Capability for customer to add and delete

4.7.17 Implementation Timeframes

Bidder must state within their Proposal the maximum time to implement the proposed toll services via the following accesses:

- Analog Business Lines/Trunks
- ISDN Basic Rate Interface
- ISDN Primary Rate Interface
- DS-1 Circuit

Bidder are required to meet the listed implementation timeframes provided for the proposed toll services unless other timeframes have been negotiated with the contracting Agency.

4.7.18 Pricing of Outgoing Toll Service

Bidder must provide all costs associated with the proposed outgoing toll services in the Cost Tables in “Price Pages” template. Bidder must describe, in their Proposal, the criteria for billing its toll services (e.g., per minute, etc.).

It is desirable that the proposed intra-LATA and inter-LATA toll services be billed in a postalized format that provides for a single per minute rate regardless of distance, time-of-day or day-of-week.

Bidder must state the initial (minimum) and subsequent billing increments for its proposed intra-LATA, inter-LATA and international toll services.

It is desirable that the Bidder provide intra-LATA, inter-LATA and international toll services that are billed in 6 second initial then 6 second increments, International 18 second initial then 6 second increments.

4.7.19 Mobile Termination

All costs associated with the proposed Mobile Termination must be included in the Cost Tables in “Price Pages” template.

4.7.20 Management Reports

Bidder must describe, in their Proposal, all management reports available to the Authorized Users with the proposed Long Distance service. These management reports must be available to the Agency upon request.

4.7.21 Network Management

Bidder must describe, in their Proposal, all network management services available to the Authorized Users with the proposed Long Distance service. Bidder must provide all associated costs for these management services in the Cost Tables in “Price Pages” template.

Bidder must describe, in their Proposal, how real-time monitoring of the Long Distance network is conducted (e.g. alarm notification, performance statistics)

Bidder must describe, in their Proposal, how proactive monitoring, trouble ticketing and user notification is performed on its Long Distance network.

Bidder must describe, in their Proposal, all management reports available to the Authorized User with the proposed Long Distance service. These management reports must be available to the Agency upon request.

4.8 BROADCAST COMMUNICATIONS SERVICE

In order to be recommended for a contract award for Broadcast Communications Services, Bidder must respond to this section of the Solicitation document.

Broadcast Communications Services will be utilized for any and all of the following: image, data, voice and video services. This includes, but is not limited to, various television services, such as cable-based, satellite, IPTV or internet. The service may be based upon IP or other methodologies. Bidder must propose services that meet the requirements outlined in this section.

4.8.1 Service Description

Bidder must describe, in their Proposal, the Broadcast Communications Services being proposed. Bidder must provide all recurring and non-recurring costs associated with the proposed Broadcast Communications Services in the Cost Tables in “Price Pages” template.

4.8.2 Service Availability

Bidder must list all geographic areas covered by the Broadcast Communications Services being proposed. It is desirable that Bidder be capable of providing Broadcast Communications Services to all geographic areas of New York and the United States.

Bidder must describe, in their Proposal, any geographic areas within United States excluded from their Proposal and where they cannot provide Broadcast Communications Services.

It is desirable that Bidder provide Broadcast Communications Services to international locations. Bidder must list all international locations that they are capable of providing with their proposed Broadcast Communications Services.

4.8.3 Access Types

Bidder must list the types of services provided for access to the proposed Broadcast Communications Services. Bidder must provide all recurring and nonrecurring costs associated with these proposed access types must be included in the Cost Tables in “Price Pages” template.

4.8.4 Customer Premise Equipment Requirements

Bidder must describe, in their Proposal, all Customer Premise Equipment (CPE) requirements for the proposed Broadcast Communications Services. Bidder must provide all costs associated with the required CPE in the Cost Tables in “Price Pages” template. Note: CPE must ONLY be provided, obtained or purchased as required for the provisioning and operation of the proposed Broadcast Communications Services. No individual purchases of CPE may be made under this contract.

4.8.5 Category of Service

Bidder must state the categories of service supported by the proposed Broadcast Communications Services.

4.8.6 Network Uptime

Bidder must state its percentage of network uptime the Broadcast Communications Services proposed.

4.8.7 Management Reports

Bidder must describe, in their Proposal, all management reports available to the Authorized User with the proposed Broadcast Communications Services. These management reports must be available to the Agency upon request.

4.8.8 Network Management

Bidder must describe, in their Proposal, all network management services available with the proposed Broadcast Communications Services. Bidder must provide all associated costs for these management services in the Cost Tables in “Price Pages” template.

Bidder must describe, in their Proposal, how real-time monitoring of the Broadcast Communications Services network is conducted (e.g., alarm notification, performance statistics)

Bidder must describe, in their Proposal, how proactive monitoring, trouble ticketing and user notification is performed on its Broadcast Communications Services network.

Bidder must describe, in their Proposal, all management reports available with the proposed Broadcast Communications Services. These management reports must be available to the Authorized User upon request.

4.8.9 Standards Compliance

The services proposed by Bidder must conform to all required national and international standards. Bidder must guarantee that the proposed service meets or exceeds these standards and include a list of such standards in its response.

Bidder must describe, in their Proposal, the measures they will take to ensure they will comply with all industry standards.

4.8.10 Network Security

Bidder must describe, in their Proposal, the measures it will take to ensure the confidentiality of the Authorized Users traffic. Bidder must describe, in their Proposal, all standard and optional security services. Bidder must provide all costs associated with any optional security services in the Cost Tables in “Price Pages” template.

4.9 EMERGENCY NOTIFICATION SERVICES

In order to be recommended for a contract award for Emergency Notification Services, Bidder must respond to the requirements of this section of the Solicitation document.

Bidder must propose Emergency Notification Services that meet the minimum requirements outlined in this section. Emergency Notification Services may be voice or data, but do not include in-house notification systems such as nurse call or intercom paging systems.

4.9.1 Service Description

Bidder must briefly describe, in their Proposal, its Emergency Notification Services, being proposed. Bidder must provide all recurring and non-recurring costs associated with the proposed Emergency Notification Services, in the Cost Tables in “Price Pages” template.

4.9.2 Service Availability

Bidder must list all capabilities or limitations to the service being proposed. This includes any geographic limitations in the proposed Emergency Notification Services. It is desirable that Bidder be capable of providing Emergency Notification Services to all geographic areas of New York and the United States.

Bidder must describe, in their Proposal, any geographic areas within United States to which it cannot provide Emergency Notification Services.

It is desirable that Bidder provide Emergency Notification Services to international locations. Bidder must list all international locations to which it is capable of providing the proposed Emergency Notification Services.

4.9.3 Access Types

Bidder must list the types of services provided for access to the proposed Emergency Notification Services. Bidder must provide all recurring and nonrecurring costs associated with these proposed access types must be included in the Cost Tables in "Price Pages" template.

4.9.4 Customer Premise Equipment Requirements

Bidder must describe, in their Proposal, all Customer Premise Equipment (CPE) requirements for the proposed Emergency Notification Services. Bidder must provide all costs associated with the required CPE in the Cost Tables in "Price Pages" template. Note: CPE must ONLY be provided, obtained or purchased as required for the provisioning and operation of the proposed Emergency Notification Services. No individual purchases of CPE may be made under this contract.

4.9.5 Category of Service

Bidder must state the categories of service supported by the proposed Emergency Notification Services.

4.9.6 Network Uptime

Bidder must state its percentage of network uptime the Emergency Notification Services proposed.

4.9.7 Management Reports

Bidder must describe, in their Proposal, all management reports available to the Authorized User with the proposed Emergency Notification Services. These management reports must be available to the Agency upon request.

4.9.8 Network Management

Bidder must describe, in their Proposal, all network management services available with the proposed Emergency Notification Services. Bidder must provide all associated costs for these management services in the Cost Tables in "Price Pages" template.

Bidder must describe, in their Proposal, how real-time monitoring of the Emergency Notification Services network is conducted (e.g. alarm notification, performance statistics)

Bidder must describe, in their Proposal, how proactive monitoring, trouble ticketing and user notification is performed on its Emergency Notification Services network.

Bidder must describe, in their Proposal, all management reports available with the proposed Emergency Notification Services. These management reports must be available to the Authorized User upon request.

4.9.9 Standards Compliance

The services proposed by Bidder must conform to all required national and international standards. Bidder must guarantee that the proposed service meets or exceeds these standards and include a list of such standards in its response.

Bidder must describe, in their Proposal, the measures they will take to ensure they will comply with all industry standards.

4.9.10 Network Security

Bidder must describe, in their Proposal, the measures it will take to ensure the confidentiality of the Authorized Users traffic. Bidder must describe, in their Proposal, all standard and optional security services. Bidder must provide all costs associated with any optional security services in the Cost Tables in "Price Pages" template.

4.10 FLEET MANAGEMENT SERVICES

Contractor may offer bundled services to manage and maintain the Authorized User's fleet of Contractor's-branded IT Equipment. Fleet Management Services shall be offered only for (A) Products offered under the Contract, or (B) EOL Products that fit the scope of the Contract as determined by OGS. Fleet Management Services may include, but are not limited to, the following:

- Remote monitoring of the operating status of the IT Equipment;
- Automated dispatch of Replacement Service Parts and Consumables, and service technicians;
- Delivery of preventative services, such as firmware updates and device settings; and
- A dedicated Contractor representative for the Authorized User's account.

Note: Contractor may offer an evaluation of an Authorized User's current fleet of IT Equipment for the purpose of optimizing equipment usage, improving productivity and reducing costs, only at no cost to the Authorized User. Services which are billed hourly fall under the scope of Professional Services, and may only be acquired on a limited basis (see §13.8, Professional Services, below). OGS reserves the right, at its sole discretion, to expand the scope of this category to include Fleet Management Services for third-party Printing and Imaging Equipment.

4.11 CABLE INFRASTRUCTURE SERVICES

In order to be recommended for a contract award for Cable Infrastructure Services, Bidder must respond to the requirements of this section of the Solicitation document.

Bidder must propose Cable Infrastructure Services that meet the minimum requirements outlined in this section. Cable Infrastructure Services may be Dark Fiber or other un-energized/lit media type provided to an authorized user as a service.

4.11.1 Service Description

Bidder must briefly describe, in their Proposal, its Cable Infrastructure Services, being proposed. Bidder must provide all recurring and non-recurring costs associated with the proposed Cable Infrastructure Services, in the Cost Tables in "Price Pages" template.

4.11.2 Service Availability

Bidder must list all capabilities or limitations to the service being proposed. This includes any geographic limitations in the proposed Cable Infrastructure Services. It is desirable that Bidder be capable of providing Cable Infrastructure Services to all geographic areas of New York and the United States.

Bidder must describe, in their Proposal, any geographic areas within United States to which it can provide Cable Infrastructure Services.

4.11.3 Access Types

Bidder must list the types of services provided for access to the proposed Cable Infrastructure Services. Bidder must provide all recurring and nonrecurring costs associated with these proposed access types must be included in the Cost Tables in "Price Pages" template.

4.11.4 Customer Premise Equipment Requirements

Bidder must describe, in their Proposal, all Customer Premise Equipment (CPE) requirements for the proposed Cable Infrastructure Services. Bidder must provide all costs associated with the required CPE in the Cost Tables in "Price Pages" template. Note: CPE must ONLY be provided, obtained or purchased as required for the provisioning and operation of the proposed Cable Infrastructure Services. No individual purchases of CPE may be made under this contract.

The services proposed by Bidder must conform to all required national and international standards. Bidder must guarantee that the proposed service meets or exceeds these standards and include a list of such standards in its response.

Bidder must describe, in their Proposal, the measures they will take to ensure they will comply with all industry standards.

4.11.5 Network Security

Bidder must describe, in their Proposal, the measures it will take to ensure the confidentiality of the Authorized Users traffic. Bidder must describe, in their Proposal, all standard and optional security services. Bidder must provide all costs associated with any optional security services in the Cost Tables in "Price Pages" template.

Section 5. ADMINISTRATIVE

5.1 PROVISIONING OF SERVICES

Upon the Authorized User request for service, the Contractor must develop a complete implementation plan for the Authorized User. This plan may include implementation personnel, installation timeframes, escalation procedures and acceptance plan as appropriate for the services requested. Bidder must agree to furnish all labor, supervision, equipment, materials, and supplies necessary to properly and competently install all services procured from this contract.

5.1.1 Installation Timeframes

Bidder must list and agree to the typical installation timeframes (from receipt of order to installation/activation) for each of the Telecommunication Services proposed in response to this Solicitation. The Contractor must adhere to the listed installation timeframes unless otherwise agreed upon by the Authorized User. Once an installation date is agreed upon by the Contractor and the Agency, the Contractor is required to use all necessary reasonable efforts to meet these installation dates. Authorized Users rely on these network services in order to provide service to the general public and therefore insists on levying penalties for non-performance. Bidder must address this issue of nonperformance penalties in its response by responding to Service Level Agreements Section of this Solicitation.

5.1.2 Required Project Manager

The Contractor must provide at the request of the Authorized User a Project Manager regardless of the number or size of the services being implemented. The Project Manager must serve as the Single Point of Contact (SPOC) for the Authorized User during the implementation period. The Contractor is required to provide the name and contact telephone numbers (voice, fax, pager, etc.) of the Project Manager at the first implementation meeting with the Authorized User.

5.1.3 Required Implementation Package

The Contractor must provide to the Authorized User, at the first implementation meeting, an "Implementation Package" which contains, at a minimum, the following items:

- Name of the Project Manager, Contact Numbers and Internet E-Mail Address;
- Names of the Project Team Members, Contact Numbers and Internet E-Mail Address;
- A list of implementation milestones based on the Authorized User's desired installation date;
- A list of responsibilities of the Authorized User during system implementation;
- Authorization Forms to designate Authorized Personnel with the Authorized User;
- Escalation procedures including management personnel contact numbers.

Bidder must provide a sample implementation package that it will provide to the Authorized Users.

5.1.4 Escalation Procedures During Implementation

Bidder must agree to provide escalation procedures to address inadequate service during and following implementation of new service. These escalation procedures must include multiple levels of management personnel. Access to additional management personnel must be made available to the Authorized User upon request. In addition, these procedures must include:

- a list of personnel at each level of escalation (titles/positions in place of specific individual names is acceptable);
- contact telephone, fax, pager, cellular numbers for the personnel listed above;
- methods by which escalation is initiated and conducted;
- criteria for escalation at each level.

5.1.5 Service Disruption During Installation

Bidder must clearly describe, in detail its standard plan to minimize the disruption when converting the Authorized User from its existing technology to any new service. The plan described in Bidder response must include, at a minimum but not limited to, conversion from the following existing situations to the proposed Telecommunication Services:

- Change of VoIP Carrier with Number Portability
- Change of Inter-Exchange Carrier
- Change of Toll Free Provider with Number Portability
- Change of International Provider
- Change of Point-to-Point DS-1,DS-0 Provider
- Change of Frame Relay Provider
- Change of DSL Provider
- Change of ATM Provider
- Change of SONET Provider
- Change of Broadband provider
- Change of Mobile Wireless Carrier

5.1.6 Pre-Installation Site Visits

The Contractor at the request of the Authorized User conduct pre-implementation visits to the Authorized Users premises to ensure that the Contractor is completely familiar with the installation conditions of the Authorized Users facility. This site visit must include, at a minimum, an inspection of the condition of the telecommunications services, and the condition of cable facilities used to provide the Telecommunication Services to the Authorized Users location.

5.1.7 Installation Personnel Requirement

The Contractor must ensure that all installation personnel assigned to install services to the Authorized User appear at the Authorized Users site fully equipped to perform the installation duties required. "Fully Equipped" is described as possessing all tools, cable, connectors, ladders, test equipment, termination equipment, etc. needed to complete the required installation without requiring the Authorized User to supply such items.

The Contractor must ensure that all installation personnel assigned to install services to the Authorized User appear at the Authorized User' site dressed in a professional manner and possessing some type of company photo identification.

All Contractor personnel, upon entering the premises of an Authorized User, must inform the designated Authorized Users contact of his/her arrival. The Contractor must also inform the designated Authorized Users contact when leaving the Authorized Users premises.

All Contractor personnel must comply with the individual facilities security requirements of the Authorized User for that location in which they are performing services under this contract including the signing required log in/out forms.

Should installation personnel be rejected by the Authorized User, the Contractor must provide replacement personnel immediately in order to meet assigned installation dates.

The Contractor must provide installation personnel who will agree to security procedures including background checks for those Authorized Users that require such (e.g., Department of Correction) and appropriate apparel for that facility.

5.1.8 Clean-up of Agency Site

The Contractor must clean up and remove any and all debris and packaging material resulting from its work on Authorized Users premises on a daily basis. Upon completion of installation, the Contractor must leave the Authorized Users premises clean, orderly and ready for immediate use.

5.1.9 Restoration of Damaged Property

Bidder must restore to original condition any damage to Authorized Users property caused by maintenance or installation personnel including, but not limited to, desks, floors, walls, ceilings, etc.

5.1.10 Final Acceptance of Installation

New York State defines system acceptance as the "problem free" operation of the installed network service for a consecutive 30 day period commencing with the first day of business after service installation. Should the service fail to operate "problem free" during the 30 day acceptance period, the Contractor will correct the problem at no cost to the Authorized User and the 30 day acceptance period will begin again. "Problem free" operation applies to the components of the network service provided by the contractor including any necessary termination and interface hardware/systems but does not include problems caused by the failure of any Authorized User provided premise/campus cable plant, failure of any Authorized Users provided interface or switching systems or erroneous software/system programming by the Authorized User.

Bidder must provide performance criteria for network service acceptance.

Bidder is required to provide in the response a Service Acceptance Testing which simulates normal operating conditions of the installed service to ensure proper network performance after hardware and software configuration is complete.

Bidder must provide a testing and acceptance plan with its response for all services proposed to the Authorized User. This acceptance criterion must include, but not necessarily be limited to, the following:

- Performance levels as provided by the contractor have been tested and met and/or exceeded;
- All contingency and recovery systems and procedures have been demonstrated;
- Service operability has been tested by the contractor and approved by the Authorized User;
- End-to-End testing when requested by the Authorized User.

The contractor must commence acceptance testing at a time when the service is fully loaded and operational; at that point, the Authorized User reserves the right to test for 30 calendar days.

Final acceptance by the Authorized User of any network service will require the completion of a full billing cycle and an initial acceptance review of that first invoice. No payments will be made to the contractor until final acceptance by the Authorized User.

Should the system operate "problem free" during the 30 day acceptance period, the Authorized User will formally accept the system by sending a "Letter of Acceptance" to the Contractor. All service billing and any system warranty can then commence upon receipt of the formal "Acceptance Letter".

5.2 BILLING REQUIREMENTS

The correct and timely billing of services used by the Authorized Users is of utmost importance to NYS. New York State Agencies and Authorized Users do not have the human resources to continually verify and correct erroneous bills from Contractors. New York State Agencies and Authorized Users will not tolerate consistent and continual

erroneous or untimely billing of services. Such behavior on the part of the Contractor may result in suspension or terminations of the Contractor from the existing contract for non-performance.

5.2.1 Billing and Rounding of Charges

Bidder must propose rates within four (4) decimal places (\$00.0000). Service increments must first be totaled per Authorized User Invoice per type of service provided then multiplied by the rate, then rounding to the nearest penny (two (2) decimal places (\$00.00)). NYS prefers that charges be rounded in the aggregate verses per unit of service. Bidder unable to comply with this preferred billing method must provide incentives to compensate for other billing methods offered with their Proposal. Final determination to accept any incentive offered will be at the sole discretion of OGS. Any incentive offers will not be used for evaluation purposes.

5.2.2 Basic Service Charge Breakdown

The Contractor must provide, upon the Authorized Users request, a simple report listing all items and associated costs included in the basic service charge. This report must include the quantity of each item, a description of each item and the cost for each item in a simple report format understandable to the “lay person”. The use of “codes” in place of product description will not be acceptable in this breakdown report although the Contractor may list associated billing codes for its own use.

5.2.3 Required Records

The Contractors Account Team must maintain detailed records of all services, usage and billing detail, in original format, provided to the Authorized User for a minimum of one (1) year or dating back to the initial date of this contract whichever is longest. These records must include, at a minimum, the following:

- The total number and type of services initially installed at the Authorized User;
- A list of account numbers and Authorized user identification associated with the services initially installed at the Authorized Users location if applicable;
- A list of all additional services installed at the Authorized Users location including the date of the new service order, the projected date of service installation and the actual date of service installation;
- A list of all repair notices since initial service installation including the date and time of the service trouble report, the nature of the problem reported, and date/time of problem resolution. Should the Authorized User have the proposed services/products installed in multiple locations, the Contractor must provide the above listed information for each individual location.

The Contractor must provide this information – from complete detail to a simple report format understandable to the “lay person” - to the Authorized Users within ten (10) business days of such request.

It is highly desirable that this information be available on-line to the Authorized User.

5.2.4 Inappropriate Information in Bills

It is highly desirable the Contractor not include inappropriate or unrelated flyers, brochures, notices, etc. in any invoice for the contracted Telecommunication Services. Inappropriate inserts, including notices for services not available on this contract, bill change notices for services for which the Authorized User has not contracted or for areas outside of New York. For example, a bill insert notifying the Authorized User that a new monthly charge for users in Virginia will begin next month. It is desirable that only inserts specifically designed to inform the Authorized User about the contracted Telecommunication Services, new enhancements to those services, new services approved for the contract or billing information specific to the contracted services may be included in the Contractors bill.

5.2.5 Changes in Monthly Costs

The Contractor is not allowed to invoice the Authorized User for any new or additional charges (recurring or non-recurring) to those costs proposed in the Cost Tables in “Price Pages” template. These include any new charges mandated by regulatory bodies, new surcharges instituted by the contractor after regulatory

approval, etc. New York State, Office of General Services will only allow new charges that are mandated by law directly to the end user.

5.2.6 Taxes / Surcharges / Fees

For all Taxes, Surcharges and Fee charges that are billed to end users, Bidder must provide:

- A listing of the type of charges, e.g. Federal Universal Service Fees, Subscriber Line Charges, MTA Surcharge, excise taxes, E-911 and other flow through surcharges, and so forth
- A copy of the specific statutory authority(ies) that directs carriers to charge end users for any pass through charges or fees
- The formula used to recover the individual charges from end users
- A copy of a sample invoice showing how charges will be reflected to end users

Contractor must agree to pass through and not to markup any existing, new or additional taxes and/or surcharges mandated to be paid directly by the Authorized User as directed by the FCC or NYS PSC during the life of this contract. All tariffed items are to be a pass through. Contractor must agree not to bill any new fees which occur during the contract period that are not mandated by the FCC or PSC to be paid by the Authorized User (End User). If new fees are mandated by the FCC or NYS PSC, a contract update request must be submitted to OGS and approved by the Office of the State Comptroller in order for the Contractor to begin billing Authorized Users to recover the new mandates.

Bidder must agree to notify and submit verifiable documentation to OGS and any requesting Authorized User of any fluctuations in the fees and/or surcharges prior to the application to the Authorized Users Invoice

If the Bidder submits a contract update request to recover fees and/or surcharges that are not mandated by the FCC or NYS PSC to be recovered directly from the Authorized User, or accepted as part of the initial bid Proposal OGS reserves the right to reject any or all charges.

Bidder must clearly indicate in their Proposal and pricing sheets (Appendix C) the services they are proposing and the Surcharges that will be applied against those services.

5.2.7 Required Billing Format

The Contractor must provide its monthly bill to the Authorized User in “hard copy” paper format unless arrangements for electronic bills are made with and approved by the Authorized User.

The Contractor must describe, in their Proposal, the format of its current “hard copy” bill and must include samples of such bills – demonstrating all possible billed services – as an attachment to its response.

The Contractor may describe, in their Proposal, the format of its current “electronic copy” bill and must include samples of such bills – demonstrating all possible billed services – as an attachment to its response.

5.2.8 Additional Monthly Invoices

The Contractor must provide an additional “hard-copy” or “electronic copy” as requested by the Authorized User of the monthly invoice within 10 days upon request. This additional copy may be for a single month or for multiple billing months. This additional invoice copy must provide at no cost to the requesting Authorized User.

5.2.9 Optional Billing Format

It is desirable that the Contractor allow the Authorized Users a choice of methods for its monthly invoice for the proposed Telecommunication Services. Such additional optional methods may include:

- Electronic Method – CD/DVD ROM
- Electronic Method – Internet Access by Agency
- Electronic Data Interchange – EDI

The Contractor must list and fully describe, in their Proposal, the optional methods available to Authorized Users for receipt of its monthly invoice for the Telecommunication Services.

5.2.10 Individual Agency Billing

The Contractor must have the capability of billing each Authorized User for those specific Telecommunication Services contracted for by that particular Authorized User.

5.2.11 Single Agency/Multiple Location Billing

The Contractor must provide an individual invoice for each specific Telecommunications Service installed in each location of the Authorized User with multiple locations.

5.2.12 Single Agency/Multiple Location Optional Billing

It is required that the Contractor be capable of providing a single “Master Invoice” to any Authorized User which has contracted for services in multiple locations. This “Master Invoice” must include all required monthly information and usage broken down by each location of the Authorized User.

Bidder must include a sample of such a “Master Invoice”.

5.2.13 Unique Account Identifier

The Contractor must create a “Unique Account Identifier” in its billing system that recognizes NYS and its eligible Authorized Users. This “Unique Account Identifier” would allow the Contractor to associate all Authorized Users and thus eliminate and prohibit the application of inappropriate non-applicable fees and/or actions such as but not limited to:

- State and Federal Taxes
- Late Payment Fees
- Third Party Marketing Sales
- Referral to Collection Agencies
- Non-Applicable Charges
- Termination of Service

5.2.14 Billing of Past Charges

The Contractor may not bill Authorized Users for any monthly service or usage that was utilized 120 days prior to the beginning of the then current billing cycle. This includes all charges, even those allowed under any resultant contract, but not previously charged. New York State shall not be responsible for the inefficiency of the Contractors billing system.

5.2.15 Disputed Charges

In order to avoid possible past due or termination notices, the Contractor must remove any disputed amount from the Authorized Users monthly bill until resolution of the disputed amount. Should the disputed amount actually be a valid charge, the Contractor can then re-bill the Authorized User for that amount – clearly identifying the re-billed figure. Should the disputed amount be an invalid or incorrect charge, the Contractor will not re-bill that amount to the Authorized User.

It is required that disputed charges be reflected as a separate line item rather than a credit on the monthly invoice to the Authorized User.

5.2.16 Incorrect Invoices

The Contractor must agree that it understands the following instructions to Authorized Users for dealing with incorrect invoices. Incorrect invoices from Contractors, whether paper documents or EDI, should be returned to and corrected by the Contractor and not adjusted by the Authorized Users staff. A correct invoice must be received by the Authorized User within 180 days of the date of dispute to be paid. There must be evidence of a permanent solution of the error condition. Non-recurrence of the error condition will be considered an acceptable solution. If the error is found to be inherent in the Contractors billing system,

a correct bill is still required. If these guidelines are not met, the Contractor will assume responsibility for the charges. The above guidelines shall be followed by Authorized Users for the proposed Telecommunication Services.

5.2.17 Penalty for Non-Compliance

The contractor is required to provide the accounts receivable reports within 60 calendar days of the date of request by the Authorized User.

Should the Contractor fail to provide this information within 60 calendar days of said request, the Authorized Users may withhold all payments against the account in question until the account is reconciled by the Contractor. Should the contractor fail to resolve the discrepancy with the Authorized User, the Authorized User may terminate its account with the contractor resulting in the contractor assuming responsibility for the charges in question and migration to comparable services with another Contractor at the Authorized Users discretion.

5.2.18 Billing Software Administrator Training

The Contractor must provide administrator training for any billing software package offered by the Contractor. This Billing Software Administrator Training is associated only with those Authorized Users that choose such a billing software option from the Contractor. This Billing Software Administrator Training must be provided to the Authorized User and OGS at no additional cost.

The Contractor must provide, to the Authorized User and OGS, the latest, field tested version **of such billing software while the Contractors services are installed. Upgrades to such** software, and any associated re-training, must be provided automatically to the Authorized Users and OGS at no additional cost.

The Contractor must also provide upgraded hardware to operate such software should the hardware be originally provided by the Contractor. Upgrades to such hardware must be provided automatically to the Authorized Users and OGS at no additional cost.

5.2.19 System Fraud Control

The avoidance of unauthorized use of New York States Telecommunication Services is of the ultimate importance to New York State.

Bidder must provide an established plan for the prevention of unauthorized use of any Telecommunication Services proposed to meet the requirements of this Solicitation.

Bidder must describe, in their Proposal, the methods they will employ to prevent any unauthorized charges from appearing on the monthly invoice to the Authorized User.

The Bidder must describe in detail, in their Proposal, the group or department established to assist in the prevention of unauthorized usage and fraud. The Bidder must describe, in their Proposal, how this group or department will interact with the Authorized User for its Telecommunication Services for the prevention of fraud. (e.g., prevention classes, line usage monitoring).

It is required that the Contractor monitor those services contracted for by the Authorized User for any unusual activity such as but not limited to: large increases over normal usage, abnormal calls to international countries, etc. The Contractor must notify the affected Authorized User immediately upon identifying this usage increase and make recommendations to end such possible unauthorized usage or fraud. Should the contractor fail to identify and resolve the unauthorized usage or fraud activity with the Authorized User, the contractor will assume all responsibility for the charges in question.

5.3 SERVICE ADDITIONS AND CHANGES

5.3.1 Future Enhancements

Bidder must make available to the State future enhancements to their offerings as such enhancements become commercially available in new or upgraded software packages and/or hardware to provide the service. If a feature which is initially offered to the State as an “optional” feature later becomes a standard feature of the Bidder’s Service offering to other business customers the feature must be offered to the State and included in the State’s monthly charges at no additional charge.

5.3.2 Service Changes

After the initial services are installed, it is expected that the Authorized Users needs will increase and decrease the number and sizes of its network services as demands and responsibilities change for the Authorized User or certain duties are moved from Authorized User to Authorized User. The Contractor must allow for system changes in the future with no penalty to the Authorized User.

5.3.3 New Service or Change Order

After a service order for additional services or change of service has been forwarded to the Contractor, the Contractors personnel must, within 24 hours, provide the Authorized User with a “service order number”, the installation date/time and the monthly invoice date for the network services ordered.

5.3.4 Disconnect Orders

Disconnect orders placed by the Authorized Users must be implemented upon receipt by the Contractors Account Team. The Contractor must confirm receipt of the disconnect order in “hard copy” (fax or e-mail) to the Authorized Users contact placing the order. Upon receipt of the disconnection order, the Contractor must enact an immediate “cease billing” of the disconnected service. The Authorized Users shall not be responsible for any charges incurred after the disconnect request is placed with the Contractor.

NOTE: Bidder must describe systems that are not cumbersome and that facilitate the various orders pertaining to their services that authorized users may place for changes in these service.

5.3.5 Dual Service Requirement

In the event of a complete Authorized Users move or the move of individual services from one location of the Authorized User to another, the Contractor must provide, when available, “dual service” allowing for the contracted network service being moved to appear at both locations of the Authorized User. This dual service will be provided to the Authorized Users at no cost for a period of 30 days.

5.3.6 Optional Dual Service

It is desirable that the Contractor provide the above described “dual service” at no charge to the Authorized User until the Authorized Users move is fully complete. Such timeframe must be negotiated with the Authorized User.

5.3.7 Temporary Suspension of Service

It is desirable that Bidder provide network services that allow for the temporary suspension of service for those Authorized Users with seasonal operational needs. This suspension of service must not physically terminate the service installed at the Authorized User location but simple suspend the use of such service for a certain period of time. The Contractor must be capable of activating the suspended service within 24 to 48 hours’ notice by the Authorized User. Bidder must describe, in their Proposal, how it would provide such as suspension of service. Any costs associated with this option as well as any percentage discount provided for such suspended service must be provided in the Cost Tables in “Price Pages” template.

5.3.8 Pre-Installation Site Visits

The Contractor at the request of the Authorized User must conduct pre-implementation visits to the Authorized Users premises to ensure that the Contractor is completely familiar with the installation conditions of the Authorized Users facility. This required visit must include, at a minimum, an inspection of

the condition of the telecommunications room, and the condition of cable facilities used to provide the Telecommunication Services to the Authorized Users location.

5.3.9 Installation Personnel Requirement

The Contractor must ensure that all installation personnel assigned to install services to the Authorized User appear at the Authorized Users site fully equipped to perform the installation duties required. "Fully Equipped" is described as possessing all tools, cable, connectors, ladders, test equipment, termination equipment, etc. needed to complete the required installation without requiring the Authorized User to supply such items.

The Contractor must ensure that all installation personnel assigned to install services to the Authorized User appear at the Authorized Users site dressed in a professional manner and possessing some type of company photo identification.

All Contractor personnel, upon entering the premises of an Authorized User, must inform the designated Authorized Users contact of his/her arrival. The Contractor must also inform the designated Authorized Users contact when leaving the Authorized Users premises.

All Contractor personnel must comply with the individual facilities security requirements of the Authorized User for that location in which they are performing services under this contract including the signing required log in/out forms.

All Contractors must comply with all DOL and regulatory requirements for the location in which they are performing services under this contract.

Should installation personnel be rejected by the Authorized User, the Contractor must provide replacement personnel immediately in order to meet assigned installation dates.

The Contractor must provide installation personnel who will agree to security procedures including background checks for those Authorized User that require such (e.g., Department of Correction) and appropriate apparel for that facility.

5.3.10 Escalation Procedures during Implementation

Bidder must provide escalation procedures to address inadequate service during and following implementation of new service. These escalation procedures must include multiple levels of management personnel. Access to additional management personnel must be made available to the Authorized Users upon request.

In addition, these procedures must include:

- a list of personnel at each level of escalation (titles/positions in place of specific individual names is acceptable);
- contact telephone, fax, pager, cellular numbers for the personnel listed above;
- methods by which escalation is initiated and conducted;
- criteria for escalation at each level.

Lot 5 - Implementation Services Terms and Conditions

Section 1. SCOPE

Implementation Services are for the rapid and efficient deployment of Products available under Lots 1-4 and any applicable future lots awarded within this solicitation. Implementation services for projects shall not exceed 36 months in duration.

This Lot for implementation services allows for the installation and configuration of products included in other Lots of this Contract. Implementation services procured under this Lot shall only be used for products within this Contract. No stand-alone products shall be implemented under this module unless they represent a small (fewer than 5%) portion of the entire project.

Implementation services are open to Information Technology Manufacturers who are awarded a Contract under this solicitation. Designated Manufacturer's Value Added Resellers may participate under their Manufacturer's contract. In order to acquire services under this Lot, an Authorized User's transactional procurement shall set forth a deliverable-based Statement of Work (SOW) that is released as a competitive Request for Quotation (RFQ). These transactional procurements must be: (1) made across manufacturers or; (2) with procurement record justification, manufacturer specific across all listed value added resellers for that Contractor.

1.1 In Scope Implementation Services

Implementation services are limited to services required to install or implement products from other Lots of this contract. Examples of services in scope include, but are not limited to:

- Business Analysis
- Project Management
- Data Conversion
- Limited Information Technology Architectural Services
- Training – Customized Training
- Limited Programming Services. Programming services shall be capped at no more than 3% of the total implementation cost

1.2 Out of Scope Implementation Services

Examples of services out of scope include, but are not limited to:

- Staff Augmentation
- Web Hosting
- Automated Network Monitoring (or any other service provided principally through an automated process)
- Equipment Maintenance
- Application Service Provisioning
- Customization of Software Plans
- Significant Software Programming/Development
- Consulting not related to implementation of products in other Lots of the Contract
- Implementation of products procured more than 12 months prior to the date of this transaction as determined by the receipt date of the product.
- Procurements requiring more than 3% of the total implementation costs

Section 2. CONTRACT PRICING

For this Lot, the Contractors will list any offering required to implement specific products from their Manufacturers Published Price List. If the offering is a bundle on the Price List, these must have a break out into component parts with distinct prices. The contractor must provide documentation from other US Federal or other State Contracts to show price reasonability. As a reminder, at a minimum these must be most favored nation pricing. Bidders must submit all titles and not to exceed hourly rates associated with implementation services. These rates must be as provided in the Manufacturers Published Price List. The price information will exclude all travel/lodging/and per diem costs. The travel costs are to be detailed on the Request for Quotation (RFQ) transaction and will be reimbursed as per the NYS OSC Travel Policy. More information is located at <http://www.osc.state.ny.us/agencies/travel/travel.htm>.

Section 3. REQUEST FOR QUOTATION (RFQ) TRANSACTION PROCESS

All RFQs must be submitted on the “Contract Request for Quotation” template. The RFQ must include a detailed view of what a successful implementation project will encompass; including: Authorized User timeframes; system integration requirements; and other risks that may impact the cost to the Authorized User.

All RFQs must include detailed price information, including but not limited to: hours required per title, cost per hour etc. Travel, lodging and per diem costs must be itemized in the total quote and may not exceed the rates in the NYS OSC Travel Policy. More information can be found at <http://www.osc.state.ny.us/agencies/travel/travel.htm>. All costs must be itemized and included in the Contractor’s quote.

H-1B costs are not allowed under this Contract and Authorized Users will not affirm employment for immigration purposes. Any foreign employees retained through this Contract shall be the employee of the Contractor and not the Authorized User. The Authorized User may require that all staff must be citizens of the United States, and if so, Authorized User will indicate in the RFQ.

An Authorized User may request the Contractor undertake additional background checks of all proposed Contractor employees for projects it deems to be secure or sensitive in nature. Any required background checks will be completed at no charge to the Authorized User.

Section 4. IMPLEMENTATION PLAN

Upon the Authorized User request for service, the Contractor must develop a complete implementation plan for the Authorized User. This plan may include implementation personnel, installation timeframes, escalation procedures and acceptance plan as appropriate for the services requested. Specific requirements of the plan will be defined in the RFQ document. In response to the RFQ, the Contractor must agree to furnish all labor and supervision necessary to competently install all services procured from this Lot.

4.1 Installation Timeframes

Once an installation date is agreed upon by the Contractor and the Authorized User, the Contractor is required to use all necessary reasonable efforts to meet these installation dates. If included as part of the RFQ, an Authorized User may levy penalties for late or non-performance of the services. Such penalties shall be negotiated with the Scope of Work (SOW) but shall not exceed at a maximum of the final cost agreed upon and as set forth in the Purchase Order.

4.2 Project Manager

The Contractor must provide at the request of the Authorized User a Project Manager regardless of the number or size of the services being implemented. The Project Manager must serve as the Single Point of Contact (SPOC) for the Authorized User during the implementation period. The Contractor is required to provide the name and

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contact telephone numbers (desk, cell phone etc.) of the Project Manager at a kick off meeting with the Authorized User.

4.3 Implementation Plan Document

The Contractor will provide to the Authorized User, at the kick off meeting, an "Implementation Plan" which contains, at a minimum, the following items:

- Name of the Project Manager, Contact Numbers and E-Mail Address
- Names of the Project Team Members, Contact Numbers and E-Mail Address
- A list of implementation milestones based on the Authorized User's desired installation date
- A list of responsibilities of the Authorized User during system implementation
- Authorization Forms to designate Contractor Authorized Personnel with the Authorized User
- Escalation procedures including management personnel contact numbers
- Full and complete documentation of all implementation work
- Samples of knowledge transfer documentation
- Full listing of all materials and supplies required to complete the installation included in the RFQ. In the event that there are items not currently being provided by the Contractor, but are required to complete an installation, the Contractor must provide a full-itemized list including manufacturer name and part number. These items will be priced and purchased separately by the Authorized User. The cost of these items will be added to the Contractor's final bid offering to determine best value and/or lowest cost. Third party products are not allowed under this contract but may be required to complete an install. The VAR can list those products and will be procured separately

The State reserves the right for the Authorized User to add additional requirements for submission with the Request for Quotation. These may include, but are not limited to:

- Key personnel resumes
- Risk projections and mitigation strategies based on the presented RFQ
- Full implementation plan including timeline, expected payment points, dependencies and both Authorized User and Contractor internal action points.

If the Authorized User chooses to require a full Implementation Plan, the State further reserves the right for Authorized Users to negotiate the final Implementation Plan with the apparent awardee. Such negotiation must not substantively change the scope of the RFQ plan, but can alter timeframes or other incidental factors of the final Plan. The Authorized User may choose to move to the second place Contractor if such negotiations are unsuccessful. In addition, the Authorized User may retain a percentage of each deliverable payment of no more than 20% until the final acceptance of the complete implementation. This retainage may be reduced by up to 5%, as described in the SOW, when the Contractor substantially reduces the time required from the timeframes negotiated between the Authorized User and the Contractor.

Furthermore, the Authorized User may place conditions on the apparent awardee as to key staff change, project management documentation, change management, or other administrative functions that do not substantively impact the scope of the RFQ.

If any Contractor experiences delays and misses two (2) or more milestones or negotiated delivery points within any project, the Authorized User and Contractor must notify OGS contract management immediately. Failure to do so may result in administrative action against the Contractor. Pre-award negotiation, including realistic timeframes, must be carried out by the AU and the Contractor in good faith. Failure to do so may result in additional administrative action up to and including contract cancellation.

Increases to the services procured must not exceed a cumulative 20% of the total negotiated quoted project cost. Any changes that will result in exceeding this 20% must be rebid. As project management is included within this lot, it is incumbent upon the Contractor to monitor and notify in writing the Authorized User when a requested

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scope change will exceeds the cumulative 20% total value of the project. Contractor's failure to do so may be deemed failure to manage the project and may result in administrative action against the Contractor. With documented justification, the Authorized User may request the removal or replacement of any staff. The Contractor must do so in the most expeditious way possible. Any associated cost will be borne by the Contractor. As documentation to facilitate knowledge transfer is the sole responsibility of the Contractor, the replacement staff will be provided at no cost during the knowledge transfer period.

4.4 Downstream Prohibition

Any and all work from this Contract that involves developing specifications or establishing a base for other applications may result in the Contractor being precluded from further work ("downstream prohibition") due to conflicts of interest. It is in the interest of both the Authorized User and the Contractor to explore these issues during the pre-award negotiations and review as the project progresses

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GLOSSARY

Term	Acronym	Definition
20% Rule, Software		Authorized Users may acquire limited services. These limited services in combination, may not exceed 20 percent (20%) of the total order price for software licenses and maintenance for that manufacturer. "Total order price" shall be defined as the aggregate purchase order amount for software licenses and maintenance placed by the Authorized User for the software publisher in a twelve month period.
64-bit Intel Itanium Architecture	IA-64	IA-64 (also called Intel Itanium architecture) is the architecture of the Itanium family of 64-bit Intel microprocessors.
Acceptable Products List	APL	A pre-approved list of commodities/products, usually grouped by manufacturer, which have proven to be in conformance with developed specifications and standards. The list may result from performance testing of the product or as a result of field testing or laboratory analysis.
Acceptable Quality Level	AQL	The specified minimum performance that must be achieved by a product or service to assure the buyer that the goods or services will perform as per the specifications or stipulations contained within the statement of work. The maximum allowable number of defects or defective units. A predetermined quality level which has been deemed as being acceptable; generally used in the manufacturing of material items. Example: AQL of 1% defective rate is acceptable for this item. Also see Acceptance Sampling.
Acceptance Tests		Those tests performed during the Performance Period which are intended to determine compliance of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.
Adverse Event		Adverse events are events with a negative consequence, such as system crashes, packet floods, unauthorized use of system privileges, unauthorized access to sensitive data, and execution of malware that destroys data. Adverse events are reported to customers following standard Breach Reporting Requirements.
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.
Agency Specific Contracts		Contracts where the specifications for a Product or a particular scope of work are described and defined to meet the needs of one or more Authorized User(s).
Anything as a service	XaaS	XaaS is a collective term said to stand for a number of things including "X as a service," "anything as a service" or "everything as a service." The acronym refers to an increasing number of services that are delivered over the Internet rather than provided locally or on-site.
Appliance		<ol style="list-style-type: none"> 1. An appliance or "network appliance" is a term used to denote a relatively low-cost PC designed for Internet access and specialized business use, but without the capabilities of a fully-equipped PC. 2. A computer appliance is generally a separate and discrete hardware device with integrated software (firmware), specifically designed to provide a specific computing resource. These devices became known as "appliances" because of their similarity to home appliances, which are generally "closed and sealed" – not serviceable by the owner. The hardware and software are pre-integrated and pre-configured before delivery to customer, to provide a "turn-key" solution to a particular problem. Unlike general purpose computers, appliances are generally not designed to allow the customers to change the software (including the underlying operating system), or to flexibly reconfigure the hardware. To be considered an appliance, the (hardware) device needs to be integrated with software, and both are supplied as a package.
Application Program		A computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.

Term	Acronym	Definition
Application Programming Interface	API	An API is the specific method prescribed by a computer operating system or by an application program by which a programmer writing an application program can make requests of the operating system or another application.
Application Service Provider	ASP	An ASP is a company that offers individuals or enterprises access over the Internet to applications and related services that would otherwise have to be located in their own personal or enterprise computers.
Asymmetric Cryptography		An encryption method that uses a two-part key: a public key and a private key. Users generally distribute their public key, but keep their private key to themselves. See also Public Key Cryptography.
Asynchronous JavaScript and XML	AJAX	A group of web development methods.
Asynchronous Transfer Mode	ATM	Network Service is a form of 'fast packet' switching service for high speed networks which require flexible bandwidth, high-performance transport and switching for connectivity between and among widely distributed customer locations.
Attachment		A mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer that is not connected by the Contractor.
Authentication		Verifying the identity of a user, process, or device, often as a prerequisite to allowing access to resources in an information system.
Authority to Operate	ATO	Federal agencies can leverage Cloud Service Providers (CSP) authorization packages for review when granting an agency Authority to Operate (ATO) saving time and money.
Authorized Administrator		State authorized power users of the SaaS solution.
Authorized Reseller		A business entity that purchases a product from a manufacturer, adds enhancements and then sells it to another organization. Many large computer manufacturers have agreements with resellers to deliver, install and configure their equipment. (Business, 2002) See also Value Added Reseller
Authorized User		Shall be as defined by State Finance Law Section 163(1)(k).
Authorized User(S)		Authorized User shall have the meaning set forth in New York 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.
Automated Data Processing		Input, storage, and manipulation of information using computer systems, and the discipline which deals with related methods and techniques. Also called Electronic Data Processing.
Automatic Number Identification	ANI	The number transmitted through the network that identifies the calling party.
Back-Drop Contracts		Multiple award Centralized Contracts where the Office of General Services defines the specifications for a Product or general scope of work to meet the needs of Authorized Users. Bids may be submitted either at a date and time certain or may be accepted on a continuous or periodic recruitment basis, as set forth in the Bid Specifications. Selection of a Contractor(s) from among Back-Drop contract holders for an actual Product, project or particular scope of work may subsequently be made on a single or sole source basis, or on the basis of a Mini-Bid among qualified Back-Drop contract holders, or such other method as set forth in the Bid Document.
Bankruptcy		A legal procedure designed both to protect an individual or business that cannot meet its financial obligations and to protect the creditors involved. Also see Voluntary bankruptcy. (Schiller, 2000)
Basic Rate Interface	BRI	Provides for digital transmission of two 64 kbps bearer channels and one 16 kbps data and signaling channel (2B+D).

Term	Acronym	Definition
Best Value		The basis for awarding all service and technology contracts to the Bidder that optimizes quality, cost and efficiency, among responsive and responsible Bidders. (State Finance Law §163 (1) (j)).
Beta		The very early testing stage of a commercial software or hardware application. Comes after the Alpha phase and is tested "in the field" by potential customers. (Jansen, 2002)
Bidder		The entity submitting a proposal in response to this RFP. Also referred to as "Vendor" or "Contractor."
Billing Telephone Number	BTN	The phone number a customer uses on a bill for contact information. Also known as a telephone number.
Brand		A name, term, symbol, design, or any combination of these that identifies a seller's products and distinguishes them from competitive products. Also see Brand Name (or Equivalent). (Business, 2002)
Brand Loyalty		The extent to which a customer is favorable toward buying a specific brand to the exclusion of other competitive brands. (Business, 2002)
Brand Name		A name that serves to identify a manufacturer's product and may be protected by a trade name or trademark. See also Brand.
Breach		The unauthorized access to or acquisition of any record containing Customer content in a manner that renders misuse of the information reasonably possible.
Broad Network Access		Capabilities are available over the network and accessed through standard mechanisms that promote use by heterogeneous thin or thick client platforms (e.g., mobile phones, tablets, laptops and workstations).
Bundling		The practice of pooling or grouping smaller purchases to leverage purchasing power thus obtaining the benefits of economies of scale or a reduction in administrative expenses.
Business Continuity and Disaster Recovery	BCDR or BC/DR	Business Continuity and Disaster Recovery (BCDR or BC/DR) are closely related practices that describe an organization's preparation for unforeseen risks to continued operations. The trend of combining business continuity and disaster recovery into a single term has resulted from a growing recognition that both business executives and technology executives need to be collaborating closely instead of developing plans in isolation.
Business Day		Monday through Friday from 8:00 AM – 5:00 PM ET, excluding New York State or Federal holidays.
Business Entity		Any individual, business, partnership, joint venture, corporation, S-corporation, limited liability company, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
Business Services Center	BSC	A division of the New York State Office of General Services that serves as New York's central office for processing HR and finance transitions on behalf of Executive State Agencies.
Business to Business	B2B	Web/Internet based business relationships and applications. An e-Commerce business capability which implies that businesses conduct sales and marketing via the internet to other businesses; similar to B2C (Business to Consumer) e-Commerce sales. (Jansen, 2002)
Buyer		<ol style="list-style-type: none"> 1. The State's authorized contracting official. 2. A purchaser or procurer of products and services. This title may also refer to an individual who is responsible for the procurement activities of an entity. A job title within a procurement organization also commonly referred to as a Purchasing or Procurement Agent.
Central Office	CO	Building where end users' lines are joined to switching equipment that connects other end users to each other, both locally and via long distance carriers. The central office contains the associated inside plant network elements required to perform this function, such as distribution frames, interoffice facility termination points, and so on.

Term	Acronym	Definition
Central Office Exchange	Centrex	A class of central office service that provides the equivalent of PBX service from a telephone company switching system. Permits station-to-station dialing, direct inward dialing to a particular station, and station identification on outgoing calls.
Central Processing Unit	CPU	A CPU (formerly also referred to as a central processor unit) is the hardware within a computer that carries out the instructions of a computer program by performing the basic arithmetical, logical, and input/output operations of the system. See also Computer Processing Unit.
Centralized Contracts		Single or multiple award Contracts where the specifications for a Product or general scope of work are described and defined by the Office of General Services to meet the needs of Authorized Users. Centralized Contracts may be awarded through multiple awards or through adoption of another jurisdiction's contract or on a sole source, single source, emergency or competitive basis. Once established, procurements may be made from the selected Contractor(s) without further competition or Mini-Bid unless otherwise required by the Bid Specifications or Contract Award Notification.
Certificate		A digital representation of information which at least: (1) identifies the certification authority issuing it, (2) names or identifies its consumer, (3) contains the consumer's public key, (4) identifies its operational period, and (5) is digitally signed by the certification authority issuing it.
Channel Service Unit /Digital Service Unit	CSU/DSU	Equipment that performs the termination of a digital facility; regeneration of digital signals; detection and/or correction of signal format error; and remote loopback.
Client/Server		A relationship in which one computer program requests information from another computer program. The design model for applications running on a network. (Jansen, 2002)
Cloud Auditor		A party that can conduct independent assessment of cloud services, information system operations, performance and security of the cloud implementation.
Cloud Broker		An entity that manages the use, performance and delivery of cloud services, and negotiates relationships between Cloud Providers and Cloud Consumers.
Cloud Bursting		An application deployment model in which an application runs in a private cloud or data center and bursts into a public cloud when the demand for computing capacity spikes.
Cloud Carrier		Person or organization that maintains a business relationship with, and uses services from, Cloud Service Providers.
Cloud Computing		Cloud computing is a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction.
Cloud Computing Service		Any associated services, websites, platforms, portals and software for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources.
Cloud Consumer		Person or organization that maintains a business relationship with, and uses services from, Cloud Service Providers.
Cloud Distribution		The process of transporting cloud data between Cloud Providers and Cloud Consumers.
Cloud Infrastructure		The collection of hardware and software that enables the five essential characteristics of cloud computing. The cloud infrastructure can be viewed as containing both a physical layer and an abstraction layer. The physical layer consists of the hardware resources that are necessary to support the cloud services being provided, and typically includes server, storage and network components. The abstraction layer consists of the software deployed across the physical layer, which manifests the essential cloud characteristics. Conceptually the abstraction layer sits above the physical layer.

Term	Acronym	Definition
Cloud Provider		Person, organization or entity responsible for making a service available to service consumers.
Cloud Service Management		Cloud Service Management includes all the service-related functions that are necessary for the management and operations of those services required by or proposed to customers.
Coder/Decoder	Codec	A codec is a device or computer program capable of encoding or decoding a digital data stream or signal.
Colocation	Colo	A data center facility in which a business can rent space for servers and other computing hardware.
Colocation Center	Coloc	A type of data centre where equipment, space, and bandwidth are available for rental to retail customers. Colocation facilities provide space, power, cooling, and physical security for the server, storage, and networking equipment of other firms—and connect them to a variety of telecommunications and network service providers—with a minimum of cost and complexity.
Commercial Hardware		Hardware developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
Commercial Software		Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
Commissioner		Commissioner of OGS, or in the case of Bid Specifications issued by an Authorized User, the head of such Authorized User or his or her authorized representative.
Communications as a Service	CaaS	An outsourced enterprise communications solution that can be leased from a single vendor. Such communications can include voice over IP (VoIP or Internet telephony), instant messaging (IM), collaboration and videoconference applications using fixed and mobile devices.
Community Cloud		The cloud infrastructure is provisioned for exclusive use by a specific community of consumers from organizations that have shared concerns (e.g., mission, security requirements, policy, and compliance considerations). It may be owned, managed, and operated by one or more of the organizations in the community, a third party, or some combination of them, and it may exist on or off premises.
Competitive Local Exchange Carrier	CLEC	Any company or person authorized to provide local exchange services in competition with an ILEC.
Compliance		Conformity in fulfilling official requirements.
Computer Processing Unit	CPU	A central processing unit (CPU) (formerly also referred to as a central processor unit) is the hardware within a computer that carries out the instructions of a computer program by performing the basic arithmetical, logical, and input/output operations of the system. The term has been in use in the computer industry at least since the early 1960s. See Also Central Processing Unit.
Consensus Assessments Initiative Questionnaire	CAIQ	As established by the Cloud Security Alliance (CSA). The Cloud Security Alliance Consensus Assessments Initiative (CAI) was launched to perform research, create tools and create industry partnerships to enable cloud computing assessments.
Continuity of Operations	COOP	The purpose of a COOP capability is to ensure that mission-essential functions continue to be available in times of crisis or against a spectrum of threats. Threats can include a wide range of potential emergencies, including localized acts of nature, accidents, and technological and/or attack-related emergencies.

Term	Acronym	Definition
Contract		The writing(s) which contain the agreement of the Commissioner and the bidder/Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law, and which most typically include the following classifications of public procurements: Agency Specific Contracts, Centralized Contracts, Backdrop Contracts, Piggyback Contract, and Contract Letter.
Contract Award Notification		An announcement to Authorized Users that a Contract has been established.
Contract Letter		A letter to the successful Bidder(s) indicating acceptance of its Bid in response to a solicitation. Unless otherwise specified, the issuance of a Letter of Acceptance forms a Contract but is not an order for Product, and Contractor should not take any action with respect to actual Contract deliveries except on the basis of Purchase Orders sent from Authorized User(s).
Contract Term		The initial term of the Contract and any renewals and/or extensions.
Contractor		The Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with “supplier”, “vendor” or other similar term.
Conversion Costs (One Time Conversion Costs)		Costs that are incurred due to change in service delivery from in-house to a privatized contract. They may be either personnel related or material related. Personnel related costs can include accrued annual and sick leave benefits owed public employees and any other severance type costs. Material related costs can include costs associated with the preparation and transfer of facilities or equipment to the contractor or other costs such as: penalties for terminating leases and the costs of maintaining underutilized facilities or equipment until they are sold or leased.
Copyright		Copyright is a legal concept, enacted by most governments, that grants the creator of an original work exclusive rights in its use and distribution, usually for a limited time, with the intention of enabling the creator of intellectual wealth (e.g. the photographer of a photograph or the author of a book) to receive compensation for their work and be able to financially support themselves.
Custom Products		Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees or agents for Authorized User under the Contract.
Custom Software		Software that does not meet the definition of commercial software.
Customer Premise Equipment	CPE	Terminating equipment located on the customer's premises and connected to the service provider network.
Data		Any information, formula, algorithms, or other content that the State, the State's employees, agents and end users may provide to the Contractor pursuant to this Contract. Data includes, but is not limited to, any of the foregoing that the State (i) uploads to the Cloud Computer Service, and/or (ii) creates and/or modifies using the Cloud Computer Service.
Data Breach		Any unauthorized access, destruction, use, modification or disclosure of data that is in violation of contract terms and/or applicable state or federal law.
Data Deliverables		Information organized for analysis. This Information can refer to technical data, cost data and administrative reports as determined by the contract. The request for data deliverables must be included as part of the contract. The contract administrator or designee and supplier must be aware of data requirements stated in the contract so compliance provides effective management of the contract.
Data Portability		The ability to transfer data from one system to another without being required to recreate or reenter data descriptions or to modify significantly the application being transported. [Source: Federal Standard 1037C]
Data Processing Subsystem		A complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent), Operating Software and Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.

Term	Acronym	Definition
Data Processing System		The total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors), Operating Software which are acquired to operate as an integrated group.
Data Warehouse		A technology term that refers to a collection of data received from various transaction systems, which are accessible to various personnel throughout the organization. (ISM, 2000)
Database		A single collection of data stored in one place that can be used by personnel throughout the entire organization to make decisions and assist in analysis. (Jansen, 2002)
Database Management System	DBMS	A DBMS is a collection of programs that enables you to store, modify, and extract information from a database.
Deliverable		Goods, Software, Information Technology, telecommunications technology, Hardware, and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services.
Designated CPU(s)		For each product, if applicable, the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site specified therein.
Desktop Specification		Desktop Specification means all documents, including documents that are deliverables described in the Contract and includes, but is not limited to, any and all operator's and user's manuals, training materials, guides, commentary, listings, requirements, traceability matrices and other materials for use in conjunction with and for the operation of Services that are to be delivered by Contractor under the Contract.
Device		The greater of (i) the number of laptops, desktops, workstations, and terminals on which you installed and use the Product and (ii) the number of laptops, desktops, workstations, and terminals from which you access and use the Product. If Authorized User has licensed the Products by Device, Authorized User must acquire a device license for each Device.
Digital Data Service	DDS	Dedicated digital connections for transmitting simultaneous two-way synchronous data at speeds of 2.4, 4.8, 9.6, 19.2, 56 and 64 Kbps between two or more locations or immediate access to the public network.
Digital Signal, level 1	DS-1	An Access Service that provides voice, video and data transmission at speeds up to 1.544 Mbps.
Digital Subscriber Line	DSL	A generic name for a group of enhanced speed digital services provided by telephone service providers. DSL services run on twisted-pair wires; they carry both voice and data.
Direct Inward Dial	DID	Direct Inward Dialing (DID) is a service of a local phone company (or local exchange carrier) that provides a block of telephone numbers for calling into a company's private branch exchange (PBX) system.
Discount		An allowance, reduction or deduction from a selling price or list price extended by a seller to a buyer in order for the net price to become more competitive. More common forms of discounts include trade discounts, quantity discounts, seasonal discounts and cash discounts. Also see Cash Discount, Payment Terms and Prompt Payment Discount.
Discount from List		Mathematical calculation to determine the buyer's price from a manufacturer's price list. On non-automated term contracts the manufacturer must submit a printed price list/catalog from which prices are to be figured. Prices in this category cannot be increased for a specified time after the contract begins, unless otherwise noted in the contract.
Division of Budget	DOB	New York State Division of the Budget. http://www.budget.ny.gov/
Documentation		Manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other

Term	Acronym	Definition
		printed materials customized for the State hereunder constitute Work Product if such materials are required by the Statement of Work.
Domain Name Server	DNS	The Domain Name System (DNS) is a hierarchical distributed naming system for computers, services, or any resource connected to the Internet or a private network. It associates various information with domain names assigned to each of the participating entities.
Dual Tone Multi-Frequency	DTMF	A type of switched access line address signaling that uses two tones transmitted simultaneously to indicate a digit (0 to 9) or character (* or #).
Eastern Time	ET	Prevailing Eastern Standard Time
Electronic Business	e-Business	A business that is deriving some or all of its revenue via the Internet. A business that has an online business strategy. A business that generates sales via the Internet and embraces other Internet based business strategies.
Electronic Commerce	e-Commerce	All forms of business processes conducted via the Internet. Creating online business opportunities that are global in nature. (Jansen, 2002) Also referred to as Electronic Sourcing (eSourcing).
Electronic Data Interchange	EDI	<ol style="list-style-type: none"> 1. The electronic transfer and exchange of business documents, such as bid requests, quotations, purchase orders, invoices and payments, from one computer directly to another computer, using established technical standards. 2. The transfer of data between two or more companies, using networks and the Internet. (Jansen, 2002)
Electronic Invoicing	e-Invoicing	The ability for statewide contracted suppliers to submit standardized invoices electronically to the State via a third party solution which provides the technological capability to integrate invoices with the NYS Statewide Financial System (SFS), PeopleSoft (version 9.1) Accounts Payable module and FileNet.
Emergency		An urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk.
Encoding		The process of rewriting or transferring media sources from one format to another. (Jansen, 2002)
Encryption		The process of protecting information as it moves from one computer to another. A way of making data unreadable to everyone except the receiver and it is an increasingly common way of sending credit card numbers over the Internet when conducting e-Commerce transactions. (Jansen, 2002)
Engine		The components of the Software that manage the operations of the Sentinel Server or the operations of the Identity Manager User Application, the Novell Provisioning Module for Identity Manager, the Novell Identity Manager Integration Modules, integration modules provided by Novell consulting services, and/or third-party integration modules.
Enhanced 911	E-911	An emergency call service that routes 911 calls to a Public Safety Answering Point.
Enterprise		The total business operations in the United States of Authorized User (s) without regard to geographic location where such operations are performed or the entity actually performing such operations on behalf of Authorized User.
Enterprise License		A license grant of unlimited rights to deploy, access, use and execute Product anywhere within the Enterprise up to the maximum capacity stated on the Purchase Order or in the Contract.
Enterprise Resource Planning	ERP	A business process software system that manages multiple management systems. May include finance, accounting, human resources, purchasing, inventory control and other activities. Deploying ERP is generally an enterprise-wide process, involving analysis, replacement of legacy systems and the development of new work procedures. (Jansen, 2002)
Equal Employment Opportunity	EEO	Policies and procedures of the jurisdiction to ensure non-discrimination and equal opportunity to all employees, especially women, minorities, and persons with disabilities. (Business, 2002)

Term	Acronym	Definition
Equipment		An all-inclusive term which refers either to individual Machines or to a complete Data Processing System or Subsystem, including its Hardware and Operating Software (if any).
Equipment Failure		A malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.
e-Rate		E-Rate is the commonly used name for the Schools and Libraries Program of the Universal Service Fund, which is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC).
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.
Executive Agency		All state departments, offices or institutions but, for the purposes of this RFP, excludes the State University of New York and City University of New York. Furthermore, such term shall not include the legislature and judiciary. For the sake of clarity, the term "Executive Agency" does not include any public benefit corporation, public authority, or local government entity.
Existing Products		Tangible Products and intangible Licensed Products that exist prior to the commencement of work under the Contract. Contractor bears the burden of proving that a particular product was in existence prior to the commencement of the Project.
Extended Warranty		A written explanation of the responsibilities of the seller in the event that the product is found to be defective or otherwise unsatisfactory.
Extensible Markup Language	XML	EMML, or Enterprise Markup Language, is an XML markup language for creating enterprise web shops, which are software applications that consume and mash data from a variety of sources, often performing logical or mathematical operations as well as presenting data.
Extranet		Also referred to as an "external network". The connection of two or more intranets for sharing information between a business and its clients and suppliers. (Jansen, 2002)
Facility Readiness Date		The date specified in the Statement of Work by which the State must have the site prepared and available for Equipment delivery and installation.
Federal Communications Commission	FCC	A federal government agency authorized by the Communications Act of 1934 to regulate interstate and international telecommunications originating in the United States.
Federal Information Security Management Act	FISMA	The Federal Information Security Management Act of 2002 ("FISMA", 44 U.S.C. § 3541, et seq.) is a United States federal law enacted in 2002 as Title III of the E-Government Act of 2002 (Pub.L. 107-347, 116 Stat. 2899). The act recognized the importance of information security to the economic and national security interests of the United States. The act requires each federal agency to develop, document, and implement an agency-wide program to provide information security for the information and information systems that support the operations and assets of the agency, including those provided or managed by another agency, contractor, or other source.
Federal Information Security Management Act	FISMA	A United States federal law enacted in 2002 as Title III of the E-Government Act of 2002. Requires each federal agency to develop, document, and implement an agency-wide program to provide information security for the information and information systems that support the operations and assets of the agency, including those provided or managed by another agency, contractor, or other source.
Federal Universal Service Fund	FUSF	The Federal Universal Service Fund Surcharge instituted in July 2000 as a mechanism to recover Universal Service funding obligations as set forth in the FCC's Universal Service Order, CC Docket No. 96-45.

Term	Acronym	Definition
FileNet		The States document management solution - IBM FileNet P8 Content Manager 5.1.
Fixed Endpoints		A physical device, fixed in its location that provided a man/machine interface to cloud services and applications. A fixed endpoint typically uses one method and protocol to connect to cloud services and applications.
Free on Board Destination	FOB Destination	Terms indicating that the seller will incur the delivery expense to get the goods to the destination. With terms of FOB destination the title to the goods usually passes from the seller to the buyer at the destination. The goods in transit should be reported as inventory by the seller, since technically the sale does not occur until the goods reach the destination.
General Services Administration	GSA	The department within the U.S. government that is responsible for procurement of goods and services.
Goods		All types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).
Governmental Agency		An administrative unit of government
Group		A classification of Product, services or technology which is designated by OGS.
Hardware		Usually refers to computer Equipment and is contrasted with Software. See also Equipment.
Hybrid Cloud		The cloud infrastructure is a composition of two or more distinct cloud infrastructures (private, community, or public) that remain unique entities, but are bound together by standardized or proprietary technology that enables data and application portability (e.g., cloud bursting for load balancing between clouds).
Hypertext Markup Language	HTML	The standard for publishing hypertext on the Web. It is a mark-up language not a programming language that uses tags to structure text into headings, paragraphs, links and lists. It tells a Web browser how to display text and images. (Jansen, 2002)
Hypertext Transfer Protocol	HTTP	HTTP is an application protocol for distributed, collaborative, hypermedia information systems. HTTP is the foundation of data communication for the World Wide Web.
Hypertext Transfer Protocol Secure	HTTPS	HTTPS is a communications protocol for secure communication over a computer network, with especially wide deployment on the Internet.
Hypervisor		The software that handles kernel operations. A hypervisor can run on bare hardware (Type 1 or native VM) or on top of an operation system (Type 2 or hosted VM).
Incident		A computer security incident is a violation or imminent threat of violation of computer security policies, acceptable use policies, or standard security practices. Incidents are not generally reported to customers unless they reach the status of a Breach, and are subject to Vendor Incident Response procedures.
Incumbent Local Exchange Carrier	ILEC	Provides telephone exchange service in an area. Internet Access - A connection which allows you to get on the Internet through an Internet Service Provider (ISP) of your choice.
Information Privacy		Information privacy is the assured, proper, and consistent collection, processing, communication, use and disposition of disposition of personal information (PI) and personally identifiable information (PII) throughout its life cycle. (Source: adapted from OASIS)
Information Technology	IT	Includes, but is not limited to, all electronic technology systems and services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.
Information Technology Laboratory	ITL	A Laboratory Information Management System (LIMS), sometimes referred to as a Laboratory Information System (LIS) or Laboratory Management System (LMS), is a software-based laboratory and information management system that offers a set of key features that support a modern laboratory's operations.

Term	Acronym	Definition
Information Technology Services	ITS	New York State Office of Information Technology Services (http://www.its.ny.gov/). It is the responsibility of ITS to provide centralized IT services to the State and its governmental entities with the awareness that our citizens are reliant on those services.
Infrastructure as a Service	IaaS	The capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications; and possibly limited control of select networking components (e.g., host firewalls).
Installation Date		The date specified in the Statement of Work by which the Contractor must have the ordered Equipment ready (certified) for use by the State.
Instance		The initial copy of the Software necessary for execution of the Software and each additional copy (or partial copy) of the Software stored or loaded in memory or virtual memory. Provided that Authorized User is in compliance with the terms of this Agreement, Authorized User may use the Software in its internal, non-production environment solely for testing purposes in a quantity equal to that of Authorized User's Instance licenses.
Integrated Services Digital Network	ISDN	A high bandwidth switched network service providing end-to-end digital connectivity over standard phone lines for simultaneous transmission of voice and data.
Intellectual Property	IP	Includes inventions, patents, copyrights, trade secrets, trademarks, technical data, industrial designs that are generally protected and proprietary. (Business, 2002)
InterExchange Carrier	IXC	An interstate long distance communications services between LATAs, and to provide long distance communications services. An Interexchange Carrier provides, directly or indirectly, interLATA or intra-LATA services. May be an individual, partnership, association, joint stock company, trust, governmental entity or corporation engaged for hire in interstate or foreign communication by wire or radio, between two or more exchanges.
International Standards Organization	ISO	The International Organization for Standardization known as ISO, is an international standard-setting body composed of representatives from various national standards organizations.
Internet Protocol	IP	IP is the principal communications protocol in the Internet protocol suite for relaying datagrams across network boundaries. Its routing function enables internetworking, and essentially establishes the Internet.
Internet Service Provider	ISP	An ISP is an organization that provides services for accessing, using, or participating in the Internet.
Interoperability		The capability to communicate, to execute programs, or to transfer data among various functional units under specified conditions. [Source: American National Standard Dictionary of Information Technology (ANSDIT)]
Intrusion Detection Systems / Intrusion Prevention Systems	IDS/IPS	IDS is a device or software application that monitors network or system activities for malicious activities or policy violations and produces reports to a management station.
Invitation For Bids (IFB)		A type of Bid Document which 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(s).
Java Virtual Machine	JVM	JVM is a process virtual machine that can execute Java bytecode.
Joint Authorization Board	JAB	The FedRAMP JAB reviews the security assessment package based on a prioritized approach and may grant a provisional authorization.
Kilobits per second	Kbps	A measurement for data transmission. One kilobit per second is one thousand bits per second.
Legacy Systems		Any outdated computer/software system that remains in use despite the availability of more current technology. It usually is an archaic data management platform that may contain proprietary custom designed software. An old database management

Term	Acronym	Definition
		system running on mainframes. May run financials, payroll, human resources, purchasing, supply management, inventory control and other business processes. The name given to a “home grown” technology-database management system. (Business, 2002)
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.
Licensed Software		Software transferred upon the terms and conditions set forth in the Contract. “Licensed Software” includes error corrections, upgrades, enhancements or new releases, and any deliverables due under a maintenance or service contract (e.g., patches, fixes, PTFs, programs, code or data conversion, or custom programming).
Licensee(s)		One or more Authorized Users who acquire Product from Contractor by issuing a Purchase Order in accordance with the terms and conditions of the Contract; provided that, for purposes of compliance with an individual license, the term “Licensee” shall be deemed to refer separately to the individual Authorized User(s) who took receipt of and who is executing the Product, and who shall be solely responsible for performance and liabilities incurred. In the case of acquisitions by State Agencies, the Licensee shall be the State of New York.
Licensor		A Contractor who transfers rights in proprietary Product to Authorized Users in accordance with the rights and obligations specified in the Contract.
Living Wage		A term used by advocates to refer to the minimum hourly wage necessary for a person to achieve some specific standard of living. In the context of developed countries such as the United Kingdom or Switzerland, this standard generally means that a person working forty hours a week, with no additional income, should be able to afford a specified quality or quantity of housing, food, utilities, transport, health care, and recreation. This concept differs from the minimum wage in that the latter is set by law and may fail to meet the requirements of a living wage. (Wikipedia 1.17.07)
Local Access and Transport Area	LATA	A geographic area within a telephone company's franchised territory for the purpose of defining the area within which a telephone company may offer services.
Local Exchange Carrier	LEC	A company certified by the Federal Communications Commission (FCC) to provide local exchange telecommunications service.
Local Number Portability	LNP	The process by which an end user can retain the same telephone number regardless of which local service provider is chosen.
Machine		An individual unit of a Data Processing System or Subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.
Machine Alteration		Any change to a Contractor-supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.
Maintenance		The upkeep of property that neither adds to its permanent value nor prolongs its intended life appreciably, but instead keeps it in an efficient operating condition.
Maintenance Diagnostic Routines		The diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.
Mandatory		Refers to items or information that the State has deemed that a Bidder must submit as compulsory, required and obligatory. These items or information are noted as such, or the requirements may be phrased in terms of “must” or “shall”. Mandatory requirements must be met by the Bidder for Bidder’s proposal to be considered responsive.

Term	Acronym	Definition
Manufacturer		A person or business entity that creates, makes, processes, or fabricates a product or something of value, which changes a raw material or commodity from one form to another or creates a new product or commodity. (Business, 2002)
Manufacturer, Cloud		FOR THE PURPOSE OF THE UMBRELLA, THE TERM OTHER CLOUD MANUFACTURER is defined as organization that creates, programs, or develops a proprietary system that is delivered as a subscription service that is branded, warranted, supported, and maintained by the entity that creates it. It may or may not be hosted by the Manufacturer, but the manufacture will be held responsible for the performance of the service provided regardless of the owner of the support infrastructure
Manufacturer, Connectivity		FOR THE PURPOSE OF THE UMBRELLA, THE TERM CONNECTIVITY MANUFACTURER is defined provides physical, wireless, or satellite connection to the internet. They must fail under and will be bound to FCC regulations regarding internet delivery.
Manufacturer, Hardware		FOR THE PURPOSE OF THE UMBRELLA, THE TERM HARDWARE MANUFACTURER is defined as an organization that creates or assembles hardware components into an integrated proprietary system that is branded, warranted, supported, and maintained by the entity that creates it and holds all intellectual property rights of the assembled solution.
Manufacturer, Hardware / SaaS, IaaS, PaaS, or Other Cloud Appliance		FOR THE PURPOSE OF THE UMBRELLA, THE TERM HARDWARE / SAAS, IAAS, PAAS, OR OTHER CLOUD APPLIANCE MANUFACTURER is defined as both a hardware manufacture and SAAS, IAAS, PAAS, OR OTHER CLOUD manufacturer that create a unified proprietary system that is branded, warranted, supported, and maintained by the entity that creates it. and holds all intellectual property rights of the assembled solution.
Manufacturer, Hardware/Software Appliance		FOR THE PURPOSE OF THE UMBRELLA, THE TERM HARDWARE / SOFTWARE APPLIANCE MANUFACTURER is defined as both a hardware manufacture and a software manufacturer that create a unified proprietary system that is branded, warranted, supported, and maintained by the entity that creates it.
Manufacturer, IaaS		FOR THE PURPOSE OF THE UMBRELLA, THE TERM IAAS MANUFACTURER is defined as an organization that creates, programs, or develops a proprietary system that is delivered as a subscription service that is branded, warranted, supported, and maintained by the entity that creates it. It may or may not be hosted by the Manufacturer, but the manufacture will be held responsible for the performance of the service provided regardless of the owner of the support infrastructure
Manufacturer, PaaS		FOR THE PURPOSE OF THE UMBRELLA, THE TERM PAAS MANUFACTURER is defined as an organization that creates, programs, or develops a proprietary system that is delivered as a subscription service that is branded, warranted, supported, and maintained by the entity that creates it. It may or may not be hosted by the Manufacturer, but the manufacture will be held responsible for the performance of the service provided regardless of the owner of the support infrastructure
Manufacturer, SaaS		FOR THE PURPOSE OF THE UMBRELLA, THE TERM SAAS MANUFACTURER is defined as an organization that creates, programs, or develops proprietary software that is delivered as a subscription service that is branded, warranted, supported, and maintained by the entity that creates it and holds all intellectual property rights of the assembled solution.. It may or may not be hosted by the Manufacturer, but the manufacture will be held responsible for the performance of the service provided regardless of the owner of the support infrastructure.
Manufacturer, Software		FOR THE PURPOSE OF THE UMBRELLA, THE TERM SOFTWARE MANUFACTURER is defined as an organization that creates, programs, or develops proprietary software that are branded, warranted, supported, and maintained by the entity that creates it and holds all intellectual property rights of the assembled solution.

Term	Acronym	Definition
Manufacturer's Price List		A price list published in some form by the manufacturer and available to and recognized by the trade. The term does not include a price list prepared especially for a given bid.
Manufacturing Materials		Parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired, or rights acquired, specifically to fulfill obligations set forth herein.
Market Place Catalog and e-Invoicing Committee		This Committee will include staff from New York State Procurement (NYSPRO), Business Service Center (BSC), Information Technology Services (ITS), the Division of the Budget (DOB) and the Statewide Financial System (SFS), and will serve as an overall governance of this implementation.
Marketplace Catalog		A seamless, online "Marketplace Shopping Site" for all State entities to view and purchase goods and services from statewide contracted suppliers.
May		Denotes the permissive in a contract clause or specification. Refers to items or information that the State has deemed are worthy of obtaining, but not required or obligatory. Also see "Should", "Will."
Mean		The arithmetic average. The average value of a set of numbers. (Business, 2002)
Mean Time Between Failure	MTBF	The average expected or observed time between consecutive failures in a System or component.
Mean Time to Repair	MTTR	The average expected or observed time required to repair a System or component and return it to normal operation.
Measured Service		Cloud systems automatically control and optimize resource use by leveraging a metering capability ¹ at some level of abstraction appropriate to the type of service (e.g., storage, processing, bandwidth, and active user accounts). Resource usage can be monitored, controlled, and reported, providing transparency for both the provider and consumer of the utilized service. ¹ Typically this is done on a pay-per-use or charge-per-use basis.
Median		The mid-point in a list of numbers or occurrences. (Business, 2002)
Metering		Provide a measuring capability at some level of abstraction appropriate to the type of service (e.g., storage, processing, bandwidth, and active user accounts).
Minority and/or Woman-Owned Business	MWBE	A business certified with Empire State Development (ESD) as a Minority and/or Woman-Owned Business.
Mobile Endpoints		A physical device, often carried by the user that provided a man/machine interface to cloud services and applications. A Mobile Endpoint may use multiple methods and protocols to connect to cloud services and applications.
Model Number		An identification number assigned to describe a style or class of item, such as a particular design, composition or function, by the manufacturer or distributor of that item.
Monitoring-as-a-Service	MaaS	It is a framework that facilitates the deployment of monitoring functionalities for various other services and applications within the cloud.
Most Favored Nation Status	MFNS	A method of establishing equality of trading opportunity among states by guaranteeing that if one country is given better trade terms by another, then all other states must get the same terms.
Municipality or Local Government		See Non-State Agencies.
Must		Denotes the imperative in a contract clause or specification. Means required - being determinative/mandatory, as well as imperative. Also see "Shall" and "Mandatory".
National Institute of Standards and Technology	NIST	NIST is the federal technology agency that works with industry to develop and apply technology, measurements, and standards.
Network-as-a-Service	NaaS	A business model for delivering network services virtually over the Internet on a pay-per-use or monthly subscription basis.

Term	Acronym	Definition
New Product Releases (Product Revisions)		Any commercially released revisions to the licensed version of a Product as may be generally offered and available to Authorized Users. New releases involve a substantial revision of functionality from a previously released version of the Product.
Non-Branded Goods		Goods that are not linked to a particular brand name, manufacturer, or producer, and may be perceived to be of low quality. (Business, 2002)
Non-State Agencies		Political subdivisions and other entities authorized by law to make purchases from New York State centralized contracts other than those entities that qualify as State Agencies. This includes all entities permitted to participate in centralized contracts per Appendix B, §39(b), Non-State Agency Authorized Users and §39(c), Voluntary Extension and State Finance Law Section 163(1)(k).
NYS Holidays		Refers 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. http://www.cs.ny.gov/attendance_leave/TM_39.cfm
NYS Procurement	NYSPro	The New York State Office of General Services that is authorized by law to issue centralized, statewide contracts for use by New York State agencies, political subdivisions, schools, libraries and others authorized by law to participate in such contracts.
Obsolete Supplies/Equipment		Items that are out of date, no longer in use or are effectively unusable; examples: 8 track audio tapes, 5-1/4 floppy computer disks. Obsolete supplies/equipment become outdated because of new technology, new regulations or new procedures instituted by the agency. For example: In accordance with the new ANSI guidelines, the agency decides to change the color of their highway worker's safety vests from orange to lime green for greater worker visibility. Therefore, the orange safety vests are now considered "obsolete" in favor of the lime green safety vests. Also see Surplus.
Office of Management and Budget	OMB	The OMB homepage provides Internet users access to a broad range of OMB documents including the President's budget and related material, OMB Circulars and Bulletins, status reports on OMB's regulatory and paperwork management programs, Federal Register submissions, and other OMB significant reports.
Office of the State Comptroller	OSC	The New York State Office of the State Comptroller. http://www.osc.state.ny.us/
Office of General Services	OGS	The New York State Office of General Services.
On-Demand Self-Service		A consumer can unilaterally provision computing capabilities, such as server time and network storage, as needed automatically without requiring human interaction with each service provider.
Open Virtualization Format	OVF	OVF is an open standard for packaging and distributing virtual appliances or more generally software to be run in virtual machines.
Operating System	OS	Those routines, whether or not identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.
Operational Use Time		For performance measurement purposes, that time during which Equipment is in actual operation by the State. For maintenance Operational Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.
Original Equipment Manufacturers	OEM	Not Defined
Part Number		An identification number assigned to an individual part by the manufacturer or distributor of that part; usually includes a combination of alpha and/or numeric characters.

Term	Acronym	Definition
Performance Audit		Systematic evaluation of a cloud system by measuring how well it conforms to a set of established performance criteria.
Period of Maintenance Coverage		The period of time, as selected by the State, during which maintenance services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.
Personally Identifiable Information	PII	Personally identifiable information, as used in US privacy law and information security, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context.
Physical Resource Layer		Includes all the physical resources used to provide cloud services, most notably, the hardware and the facility.
Piggyback Contract		A Contract let by any department, agency or instrumentality of the United States government, or any department, agency, office, political subdivision or instrumentality of any state or state(s) which is adopted and extended for use by the OGS Commissioner in accordance with the requirements of the State Finance Law.
Plain Old Telephone Service	POTS	The basic single line switched access service offered by local exchange carriers to residential and business end users.
Platform as a Service	PaaS	The capability provided to the consumer is to deploy onto the cloud infrastructure consumer-created or -acquired applications created using programming languages and tools supported by the provider. ³ The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations. <small>NIST Footnote: 3 This capability does not necessarily preclude the use of compatible programming languages, libraries, services, and tools from other sources.</small>
Point of Presence	POP	The physical place within a LATA where a long distance carrier or a cellular provider interfaces with the network of the local exchange carrier.
Preferred Source		All state agencies, political subdivisions and public benefit corporations (which includes most public authorities), are required to purchase approved products and services from preferred sources in accordance with the procedures and requirements described in the Preferred Source Guidelines at http://www.ogs.ny.gov/procurecounc/pdfdoc/psguide.pdf .
Preventive Maintenance		Means that maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the Equipment in proper operating condition.
Price Realism		Price Realism is an evaluative concept which is concerned with whether a bidder's proposed prices are unrealistically low.
Primary Interexchange Center	PIC	The long distance company to which traffic is automatically routed when an end user dials 1+ a telephone number.
Primary Rate Interface	PRI-ISDN	Provides for digital transmission of twenty three (23) 64 kbps bearer channels and one (1) 64 kbps data and signaling channel (23 B+D).
Principal Period of Maintenance		Any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as selected by the State, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the installation.
Privacy Enhanced Mail	PEM	Privacy Enhanced Mail (PEM), is a 1993 IETF proposal for securing email using public-key cryptography.
Privacy Impact Audit		Systematic evaluation of a cloud system by measuring how well it conforms to a set of established privacy-impact criteria.
Private Branch Exchange	PBX	A private telephone switching system commonly located on the end user premises with an attendant console. The PBX is connected to a common group of lines from one or more central offices to provide service to a number of individual phones

Term	Acronym	Definition
Private Cloud		The cloud infrastructure is provisioned for exclusive use by a single organization comprising multiple consumers (e.g., business units). It may be owned, managed, and operated by the organization, a third party, or some combination of them, and it may exist on or off premises.
Processor		A microprocessor or other form of central processing unit that accesses shared resources. A dual-core or multicore processor (an integrated circuit with two or more microprocessors or central processing units plugged into the same socket) shall be considered a single Processor. Licensee must acquire a user license for each Processor.
Procurement Card	P-Card	A method of procuring and settling the purchase of goods and services.
Products		A deliverable furnished under this Contract by or through Contractor, including existing and custom Products, including, but not limited to: a) components of the hardware environment, b) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings), whether printed in hard copy or maintained on diskette, CD, DVD or other electronic media c) third party software, d) modifications, customizations, custom programs, program listings, programming tools, data, modules, components, and e) any properties embodied therein, whether in tangible or intangible form (including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, object code).
Program Product		Programs, routines, subroutines, and related items which are proprietary to the Contractor and which are licensed to the State for its use, usually on the basis of separately stated charges and appropriate contractual provisions.
Programming Aids		Contractor-supplied programs and routines executable on the Contractor's Equipment which assists a programmer in the development of applications including language processors, communications modules, data base management systems, and utility routines, (tape-to-disk routines, disk-to-print routines, etc.).
Prohibited Software Publisher List		The Prohibited Software Publisher List is a listing of the software publishers that are not available to be purchased from the Miscellaneous Software Catalog contracts (Dell, EnPointe and SHI). These software publishers have Statewide Centralized Contracts or otherwise are not available under the Miscellaneous Software Catalog contracts.
Project Manager	PM	A project manager is a professional in the field of project management. Project managers can have the responsibility of the planning, execution and closing of any project, typically relating to construction industry, architecture, aerospace and defense, computer networking, telecommunications or software development.
Proposal		The complete response to this RFP submitted by a Bidder to provide the services described in the RFP.
Proprietary		Something that is used, produced, or marketed under exclusive legal right of the inventor or maker; specifically : a drug (as a patent medicine) that is protected by secrecy, patent, or copyright against free competition as to name, product, composition, or process of manufacture
Proprietary		Proprietary software is owned and controlled by a single organization or individual.
Provisioning/Configuration		Process of preparing and equipping a cloud to allow it to provide services to its users.
Public Cloud		The cloud infrastructure is provisioned for open use by the general public. It may be owned, managed, and operated by a business, academic, or government organization, or some combination of them. It exists on the premises of the cloud provider.
Public Jurisdiction		Not Defined
Public Key Cryptography		An encryption method that uses a two-part key: a public key and a private key. Users generally distribute their public key, but keep their private key to themselves. This is also known as "Asymmetric Cryptography."

Term	Acronym	Definition
Punch-out		Market Place hosted Supplier Catalogs that allow the user to enter the Suppliers website directly.
Purchase Order		The Authorized User's fiscal form or format that is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, electronic Purchase Order, or other authorized instrument).
Radio Frequency Identification	RFID	An emerging technology, which consists of identification tags composed of silicon chips and an antenna that can transmit data to a wireless receiver. RFID tags are used to track assets, manage inventory, authorize payments as well as other supply management applications. There are three types of RFID: high frequency (850-950 MHz and 2.4-5 GHz), intermediate frequency (10-15 MHz) and low frequency (100-500kHz). (Jansen, 2002)
Rapid Elasticity		Cloud computing capabilities can be elastically provisioned and released, in some cases automatically, to scale rapidly outward and inward commensurate with demand. To the consumer, the capabilities available for provisioning often appear to be unlimited and can be appropriated in any quantity at any time.
Rapid Provisioning		Automatically deploying cloud system based on the requested service/resources/capabilities.
Regional Bell Operating Company	RBOC	Regional telephone companies
Remedial Maintenance		That maintenance performed by the Contractor which results from Equipment (including Operating Software) failure, and which is performed as required, i.e., on an unscheduled basis.
Request for Proposal	RFP	Refers to this document, its appendices, and attachments.
Request For Proposals (RFP)		A type of Bid Document that is used for procurements where factors in addition to cost are considered and weighted in awarding the contract and where the award will be made based on "best value," as defined by the State Finance Law, to the responsive and responsible Bidder(s).
Request For Quotation (RFQ)		A type of Bid Document that can be used when a formal Bid opening is not required (e.g., subscription, sole source, single source or emergency purchases).
Resource Abstraction and Control layer		Encompasses software elements, such as hypervisor, virtual machines, virtual data storage, and supporting software components, used to realize the infrastructure upon which a cloud service can be established.
Resource Change		Adjust configuration/resource assignment for repairs, upgrades, and joining new nodes into the cloud.
Resource Pooling		The provider's cloud computing resources are pooled to serve multiple consumers using a multi-tenant model, with different physical and virtual resources dynamically assigned and reassigned according to consumer demand. There is a sense of location independence in that the customer generally has no control or knowledge over the exact location of the provided resources but may be able to specify location at a higher level of abstraction (e.g., country, state, or datacenter). Examples of resources include storage, processing, memory, and network bandwidth.
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.
Secure Socket Layer/Transport Layer Security	SSL/TLS	Transport Layer Security (TLS) and its predecessor, Secure Sockets Layer (SSL), are cryptographic protocols which are designed to provide communication security over the Internet.
Service / Service Contract		1. An agreement calling for a contractor's time and effort.

Term	Acronym	Definition
		2. The furnishing of labor, time, or effort by a contractor or vendor, which may involve to a lesser degree, the delivery or supply of products. The UCC/state commercial codes only apply to a procurement of a product, while state common law would apply if it is considered a procurement of a service.
Service Aggregation		An aggregation brokerage service combines multiple services into one or more new services. It will ensure that data is modeled across all component services and integrated as well as ensuring the movement and security of data between the service consumer and multiple providers. (Source: Gartner)
Service Agreement		A legal document specifying the rules of the legal contract between the cloud user and the cloud provider.
Service Arbitrage		Cloud service arbitrage is similar to cloud service aggregation. The difference between them is that the services being aggregated aren't fixed. Indeed the goal of arbitrage is to provide flexibility and opportunistic choices for the service aggregator, e.g., providing multiple email services through one service provider or providing a credit-scoring service that checks multiple scoring agencies and selects the best score. (Source: Gartner)
Service Consumption		A Cloud Broker in the act of using a Cloud Service.
Service Deployment		All of the activities and organization needed to make a cloud service available.
Service Intermediation		An intermediation broker provides a service that directly enhances a given service delivered to one or more service consumers, essentially adding value on top of a given service to enhance some specific capability. (Source: Gartner)
Service Level Agreement	SLA	<ol style="list-style-type: none"> 1. An agreement between the application Service Provider (ASP) and the user to determine the scope of work to be provided by the ASP. 2. An agreement between a customer and a service provider, that details the level of service and the quality of the service to be provided. May be a legally binding agreement. (Business, 2002)
Shall		Denotes the imperative in a contract clause or specification. Means required - being determinative (mandatory), as well as imperative. Also see "Must" and "Mandatory".
Shared Services		An intergovernmental agreement for the provision of goods or services that is commonly used by two or more entities. The agreements are commonly created to address economic and logistical needs in an effective and efficient manner. Example: municipal town agreement allows multiple towns' residents to an EMS (Emergency Medical Services) station that is shared across organizations. Also see Intergovernmental contract.
Shareware		Downloadable Internet software that is available for testing and sampling prior to purchase. It is generally copyrighted and distributed on "a free-will donation basis". Use of the software after a trial period requires payment of a registration fee. Also see Freeware. (Jansen, 2002)
Should		Denotes the permissive in a contract clause or specification. Refers to items or information that the State has deemed are worthy of obtaining, but not required or obligatory. Also see "May", "Will".
Single Source		A procurement where two or more Bidders can supply the required Product, and the Commissioner may award the contract to one Bidder over the other.
Site		The location (street address) where Product will be executed or services delivered.
Small Business Enterprise	SBE	A "New York State Small Business" is defined as a company that is a resident to New York State, independently owned and operated, with 100 or fewer employees, and not dominant in its field. See State Finance Law §160(8).
Software		An all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, Programming Aids, Application Programs, and Program Products.
Software as a Service	SaaS	The capability provided to the consumer is to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email), or a

Term	Acronym	Definition
		program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Software Failure		A malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.
Sole Source		A procurement where only one Bidder is capable of supplying the required Product.
Source Code		The programming statements or instructions written and expressed in any language understandable by a human being skilled in the art which are translated by a language compiler to produce executable machine Object Code.
SPI Model	SPI Model	The combined use of Software as a Service (SaaS), Infrastructure as a Service (IaaS), and Platform as a Service (PaaS).
State		The government of the State of New York, its' employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of New York.
State Agency or State Agencies		Shall have the same meaning as "Agency" or "Agencies" in Appendix B, §5, Definitions.
Statement of Work	SOW	A SOW is a formal document that captures and defines the work activities, deliverables, and timeline a vendor must execute in performance of specified work for a client. The SOW usually includes detailed requirements and pricing, with standard regulatory and governance terms and conditions.
Statewide Financial System	SFS	The New York State Enterprise Resource Planning (ERP) system that is Oracle's PeopleSoft software.
Stock-Keeping Unit	SKU	A common term for a unique numeric identifier, typically in a database. A specifically assigned product number for each variation of an item. The SKU number represents variations of an item by size, color, type or by any other specific designation in order to aid in computer ordering and inventory control. Example: The yellow raincoat is only offered in 4 sizes: small, medium, large and extra large which equates to 4 SKUs. If the raincoat came in those 4 sizes in both yellow and orange colors then there would be 8 SKUs for this raincoat. (ISM, 2000)
Storage		Specific to technology, a computer memory that retains data for some period of time. Storage can be categorized in many ways such as: primary or secondary; read-only, random access and magnetic storage.
Storage-as-a-Service	SaaS	A business model in which a large company rents space in their storage infrastructure to a smaller company or individual.
Structured Query Language	SQL	Structured Query Language is a special-purpose programming language designed for managing data held in a relational database management system.
Subcontractor		Any individual or other legal entity, (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) who has entered into a contract, express or implied, for the performance of a portion of a Contract with a Contractor.
Subscriber Line Charge	SLC	A fee paid by a telephone subscriber to the local exchange carrier for part of the cost of installation and maintenance of the telephone wire, poles, and other facilities that link a residence to the telephone network. The SLC is one component of access charges.
Supplier		An existing holder of an OGS Centralized contract, a preferred source vendor designated by the State, a utility company that holds an agreement with the State
Synchronous Optical Network	SONET	An optical interface standard that allows different digital signals to be transported using a base transmission rate of 51.84 megabits per second OC-1 (Optical Carrier)

Term	Acronym	Definition
		STS-1 (Synchronous Transport Signal). Higher rates are direct multiples of the basic OC-1 building block.
System		The complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.
System Development Life Cycle	SDLC	At a minimum, the planning, design, build, training, testing, deployment, and project closeout cycle of a software implementation solution.
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.
The Federal Risk and Authorization Management Program	FedRAMP	A government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services.
Third Party Assessment Organization	3PAO	FedRAMP approved third party assessment organization to perform an independent assessment to audit the cloud system and provide a security assessment package for review.
Third Party Intellectual Property or Third Party Products		Third Party Intellectual Property or Third Party Products means any intellectual property owned by parties other than the Authorized Purchaser or Contractor and provided to Authorized Purchaser or its users for use in connection with the services.
Total Order Price		Total Order Price shall be defined as the aggregate purchase order amount for commodities and maintenance placed by the Authorized User under a resulting Contract in a twelve month period.
Trademark		A trademark, trade mark, or trade-mark[1] is a recognizable sign, design or expression which identifies products or services of a particular source from those of others
Transmission Control Protocol	TCP	The Transmission Control Protocol (TCP) is one of the core protocols of the Internet protocol suite (IP), and is so common that the entire suite is often called TCP/IP.
U.S. Intellectual Property Rights		Intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.
Unbundling		Dividing a service into smaller portions, in order to encourage competition. Frequently done on the basis of geography, for example, a large service area, such as a city or county is divided into smaller geographical regions.
Universal Service Fund	USF	Because telephones provide a vital link to emergency services, to government services and to surrounding communities, it has been our nation's policy to promote telephone service to all households since this service began in the 1930s. The USF helps to make phone service affordable and available to all Americans, including consumers with low incomes, those living in areas where the costs of providing telephone service is high, schools and libraries and rural health care providers. Congress has mandated that all telephone companies providing interstate service must contribute to the USF. Although not required to do so by the government, many carriers choose to pass their contribution costs on to their customers in the form of a line item, often called the "Federal Universal Service Fee" or "Universal Connectivity Fee".
Usage		The quantity of an inventory item consumed over a period of time expressed in units of quantity or of value in dollars.
User		A user object in a single directory tree (or other class of object that contains data representing a person, such as objects containing credit card information or PIN numbers) that has (a) access or use rights to any portion of the Product, or (b) access or use rights to devices, hardware, or software being managed by the Product, regardless of whether the user object is assigned to a person or device. User objects (or other classes of objects) representing the same person that are linked to each other within a single tree and/or linked across multiple trees count as

Term	Acronym	Definition
		only one User. Licensee must acquire a user license for each User. Each person who accesses or uses the Product must have
Value Added Reseller	VAR	A business entity that purchases a product from a manufacturer, adds enhancements and then sells it to another organization. Many large computer manufacturers have agreements with resellers to deliver, install and configure their equipment. (Business, 2002). See also Authorized Reseller
Vendor		An enterprise that sells goods or services. Also referred to as “Bidder” or “Contractor.”
Virtual Local Area Network	VLAN	In computer networking, a single layer-2 network may be partitioned to create multiple distinct broadcast domains, which are mutually isolated so that packets can only pass between them via one or more routers; such a domain is referred to as a virtual local area network, virtual LAN or VLAN.
Virtual Machine	VM	Software that allow the sharing of the underlying physical machine resources between different VMs, each running its own operating system.
Virtual Machine Monitor	VMM	Software responsible for managing interactions between VM(s) and the physical system.
Virtual Networks		Virtual networks tie together the VM’s virtual network interface cards (vnic’s), virtual switches (vswitches), and physical network interface cards (NICs) into various network architectures.
Virtual Private Network	VPN	Virtual private networks are secured private network connections, built on top of publicly-accessible infrastructure, such as the Internet or the public telephone network.
Virtualization		The simulation of the software and/or hardware upon which other software runs.
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.
Voice over Internet Protocol	VoIP	An industry transmission standard which supports voice communications over IP information networks, such as the Internet.
Volume Software License Agreement		A volume license agreement can occur when there is a large quantity of software purchased from a particular software manufacturer, for a specified time period, which results in additional discounting beyond the contract discounts. The Volume Software License Agreement Management is arranged in advance with the Contractor, whereby the Contractor will provide information to the Authorized User regarding the term of the Volume License Agreement and Pricing under that agreement.
VPN Routing and Forwarding	VRF	In IP-based computer networks, VRF is a technology that allows multiple instances of a routing table to co-exist within the same router at the same time.
Web Services Description Language	WSDL	The Web Services Description Language is an XML-based interface description language that is used for describing the functionality offered by a web service. A WSDL description of a web service (also referred to as a WSDL file) provides a machine-readable description of how the service can be called, what parameters it expects, and what data structures it returns. It thus serves a purpose that corresponds roughly to that of a method signature in a programming language.
Will		Denotes the permissive in a contract clause or specification. Also see “May”, “Should”.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

January 2014

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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 the 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

DRAFT

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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. 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.

b. AUTHORIZED USER(S) Authorized User shall have the meaning set forth in New York 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.

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

d. CONTRACT The writing(s) which contain the agreement of the Commissioner and the bidder/Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law and which most typically include the following classifications of public procurements:

- 1. Agency Specific Contracts** Contracts where the specifications for a Product or a particular scope of work are described and defined to meet the needs of one or more Authorized User(s).
- 2. Centralized Contracts** Single or multiple award Contracts where the specifications for a Product or general scope of work are described and defined by the Office of General Services to meet the needs of Authorized Users. Centralized Contracts may be awarded through multiple awards or through adoption of another jurisdiction's contract or on a sole source, single source, emergency or competitive basis. Once established, procurements may be made from the selected Contractor(s) without further competition or Mini-Bid unless otherwise required by the Bid Specifications or Contract Award Notification.
- 3. Back-Drop Contracts** Multiple award Centralized Contracts where the Office of General Services defines the specifications for a Product or general scope of work to meet the needs of Authorized Users. Bids may be submitted either at a date and time certain or may be accepted on a continuous or periodic recruitment basis, as set forth in the Bid Specifications. Selection of a Contractor(s) from among Back-Drop contract holders for an actual Product, project or particular scope of work may subsequently be made on a single or sole source basis, or on the basis of a Mini-Bid

among qualified Back-Drop contract holders, or such other method as set forth in the Bid Document.

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 state(s) which is adopted and extended for use by the OGS Commissioner in accordance with the requirements of the State Finance Law.

5. Contract Letter A letter to the successful Bidder(s) indicating acceptance of its Bid in response to a solicitation. Unless otherwise specified, the issuance of a Letter of Acceptance forms a Contract but is not an order for Product, and Contractor should not take any action with respect to actual Contract deliveries except on the basis of Purchase Orders sent from Authorized User(s).

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

f. CONTRACTOR Any successful Bidder(s) to whom a Contract has been awarded by the Commissioner.

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

h. EMERGENCY An urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk.

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

j. 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.

k. 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.

l. GROUP A classification of Product, services or technology which is designated by OGS.

m. INVITATION FOR BIDS (IFB) A type of Bid Document which 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(s).

n. LICENSED SOFTWARE Software transferred upon the terms and conditions set forth in the Contract. "Licensed Software" includes error corrections, upgrades, enhancements or new releases, and any deliverables due under a maintenance or service contract (e.g., patches, fixes, PTFs, programs, code or data conversion, or custom programming).

o. LICENSEE(S) One or more Authorized Users who acquire Product from Contractor by issuing a Purchase Order in accordance with the terms and conditions of the Contract; provided that, for purposes of compliance with an individual license, the term "Licensee(s)" shall be

GENERAL SPECIFICATIONS**APPENDIX B**

deemed to refer separately to the individual Authorized User(s) who took receipt of and who is executing the Product, and who shall be solely responsible for performance and liabilities incurred. In the case of acquisitions by State Agencies, the Licensee shall be the State of New York.

p. 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.

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

r. NEW PRODUCT RELEASES (Product Revisions) Any commercially released revisions to the licensed version of a Product as may be generally offered and available to Authorized Users. New releases involve a substantial revision of functionality from a previously released version of the Product.

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

t. PRODUCT A deliverable under any Bid or Contract which may include commodities, services and/or technology. The term "Product" includes Licensed Software.

u. PROPRIETARY Protected by secrecy, patent, copyright or trademark against commercial competition.

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

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

x. REQUEST FOR QUOTATION (RFQ) A type of Bid Document that can be used when a formal Bid opening is not required (e.g., discretionary, sole source, single source or emergency purchases).

y. 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.

z. RESPONSIVE BIDDER A Bidder meeting the specifications or requirements prescribed in the Bid Document or solicitation, as determined by the OGS Commissioner.

aa. 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.

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

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

dd. 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.

ee. STATE State of New York.

ff. SUBCONTRACTOR Any individual or other legal entity (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) who has entered into a contract, express or implied, for the performance of a portion of a Contract with a Contractor.

gg. 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.

hh. VIRUS Any computer code, whether or not written or conceived by Contractor, that disrupts, disables, harms, or otherwise impedes in any manner the operation of the Product, or any other associated software, firmware, hardware, or computer system (such as local area or wide-area networks), including aesthetic disruptions or distortions, but does not include security keys or other such devices installed by Product manufacturer.

BID SUBMISSION

3. INTERNATIONAL BIDDING All offers (tenders), and all information and Product required by the solicitation or provided as explanation thereof, shall be submitted in English. All prices shall be expressed, and all payments shall be made, in United States Dollars (\$US). Any offers (tenders) submitted which do not meet the above criteria will be rejected.

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. BID SUBMISSION All Bids are to be packaged, sealed and submitted to the location stated in the Bid Specifications. Bidders are solely responsible for timely delivery of their Bids to the location set forth in the Bid Specifications prior to the stated Bid opening date/time.

A Bid return envelope, if provided with the Bid Specifications, should be used with the Bid sealed inside. If the Bid response does not fit into the envelope, the Bid envelope should be attached to the outside of the sealed box or package with the Bid inside. If using a commercial delivery company that requires use of their shipping package or envelope, Bidder's sealed Bid, labeled as detailed below, should be placed within the shipper's sealed envelope to ensure that the Bid is not prematurely opened.

All Bids must have a label on the outside of the package or shipping container outlining the following information:

"BID ENCLOSED (bold print, all capitals)

- Group Number
- IFB or RFP Number
- Bid Submission date and time"

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In the event that a Bidder fails to provide such information on the return Bid envelope or shipping material, the receiving entity reserves the right to open the shipping package or envelope to determine the proper Bid number or Group Number, and the date and time of Bid opening. Bidder shall have no claim against the receiving entity arising from such opening and such opening shall not affect the validity of the Bid or the procurement.

Bidder assumes all risk of late delivery associated with the Bid not being identified, packaged or labeled in accordance with the foregoing requirements.

All Bids must be signed by a person authorized to commit the Bidder to the terms of the Bid Documents and the content of the Bid (offer).

6. LATE BIDS REJECTED For purposes of Bid openings held and conducted by OGS, a Bid must be received in such place as may be designated in the Bid Documents or, if no place is specified, in the OGS Mailroom located in the Empire State Plaza, Albany, New York 12242, at or before the date and time established in the Bid Specifications for the Bid opening. For purposes of Bid openings held and conducted by Authorized Users other than OGS, the term late Bid is defined as a Bid not received in the location established in the Bid Specifications at or before the date and time specified for the Bid opening.

Any Bid received at the specified location after the time specified will be considered a late Bid. A late Bid shall not be considered for award unless: (i) no timely Bids meeting the requirements of the Bid Documents are received or, (ii) in the case of a multiple award, an insufficient number of timely Bids were received to satisfy the multiple award; and acceptance of the late Bid is in the best interests of the Authorized Users. Bids submitted for continuous or periodic recruitment contract awards must meet the submission requirements associated with their specifications. Delays in United States mail deliveries or any other means of transmittal, including couriers or a failure of the Authorized User, shall not excuse late Bid submissions. Similar types of delays, including but not limited to, bad weather or security procedures for parking and building admittance shall not excuse late Bid submissions. Determinations relative to Bid timeliness shall be at the sole discretion of the Commissioner.

7. BID CONTENTS Bids must be complete and legible. All Bids must be signed. All information required by the Bid Specifications must be supplied by the Bidder on the forms or in the format specified. No alteration, erasure or addition is to be made to the Bid Documents. Changes may be ignored by the Commissioner or may be grounds for rejection of the Bid. Changes, corrections and/or use of white-out in the Bid or Bidder's response portion of the Bid Document must be initialed by an authorized representative of the Bidder. Bidders are cautioned to verify their Bids before submission, as amendments to Bids or requests for withdrawal of Bids received by the Commissioner after the time specified for the Bid opening may not be considered.

8. EXTRANEOUS TERMS Bids must conform to the terms set forth in the Bid Documents, as extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the Bid non-responsive and may result in rejection of the Bid.

Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) that are attached or referenced with submissions shall not be considered part of the Bid or resulting Contract, but shall be deemed included for informational or promotional purposes only.

Only those extraneous terms that meet all the following requirements may be considered as having been submitted as part of the Bid:

- a. Each proposed extraneous term (addition, deletion, counter-offer, deviation, or modification) must be specifically enumerated in a writing which is not part of a pre-printed form; and
- b. The writing must identify the particular specification requirement (if any) that Bidder rejects or proposes to modify by inclusion of the extraneous term; and
- c. The Bidder shall enumerate the proposed addition, deletion, counter-offer, deviation, or modification from the Bid Document, and the reasons therefore.

No extraneous term(s), whether or not deemed "material," shall be incorporated into a Contract or Purchase Order unless submitted in accordance with the above and the Commissioner or Authorized User expressly accepts each such term(s) in writing. Acceptance and/or processing of the Bid shall not constitute such written acceptance of Extraneous Term(s).

9. CONFIDENTIAL/TRADE SECRET MATERIALS

a. CONTRACTOR Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission by the Bidder. Marking the Bid as "confidential" or "proprietary" on its face or in the document header or footer shall not be considered by the Commissioner or Authorized User to be sufficient without specific justification as to why disclosure of particular information in the Bid would cause substantial injury to the competitive position of the Bidder. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the Freedom of Information Law must request the exemption in writing, setting forth the reasons for the claimed exemption. The State'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 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 as to its agents, Subcontractors, officers, distributors, resellers or employees regarding the obligations arising under this clause to insure such confidentiality.

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

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a. PREVAILING WAGE RATE APPLICABLE TO BID SUBMISSIONS A copy of the applicable prevailing wage rates to be paid or provided are annexed to the Bid Documents. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified.

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 as required by 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 New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the Authorized User that has prepared or directs the preparation of the plans and specifications for a public works project, as set forth in the Bid Specifications. For Mini-Bid solicitations, the payroll records must be submitted to the entity preparing the agency Mini-Bid project specification. For "agency specific" Bids, the payroll records should be submitted to the entity issuing the purchase order. For all other OGS Centralized Contracts, such records should be submitted to the individual agency issuing the purchase order(s) for the work. Upon mutual agreement of the Contractor and the Authorized User, the form of submission may be submitted in a specified disk format acceptable to the Department of Labor provided: 1) the Contractor/Subcontractor retains the original records; and, (2) an original signed letter by a duly authorized individual of the Contractor or Subcontractor attesting to the truth and accuracy of the records accompanies the disk. This provision does not apply to Article 9 of the Labor Law building services contracts.

iv. Day's Labor No laborers, workmen or mechanics in the employ of the Contractor, Subcontractor or other person doing or contracting to do all or part of the work contemplated by the Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five calendar days in any one week except in cases of extraordinary 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.

11. TAXES

a. Unless otherwise specified in the Bid Specifications or Contract, the quoted Bid price includes all taxes applicable to the transaction.

b. Purchases made by the State of New York and certain non-State Authorized Users are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State Sales tax exemption, either the Purchase Order issued by a State Agency or the invoice forwarded to authorize payment for such purchases will be sufficient evidence that the sale by the Contractor was made to the State, an exempt organization under Section 1116 (a) (1) of the Tax Law. Non-State Authorized Users must offer their own proof of exemption upon request. No person, firm or corporation is, however, exempt from paying the State Truck Mileage and Unemployment Insurance or Federal Social Security taxes, which remain the sole responsibility of the Bidder/Contractor.

c. 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.

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

13. ADVERTISING RESULTS The prior written approval of the Commissioner is required in order for results of the Bid to be used by the Contractor as part of any commercial advertising. The Contractor shall also obtain the prior written approval of the Commissioner relative to the Bid or Contract for press or other media releases.

14. PRODUCT REFERENCES

a. "Or Equal" In all Bid Specifications the words "or equal" are understood to apply where a copyrighted, brand name, trade name, catalog reference, or patented Product is referenced. References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts,

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descriptive literature, specifications and test data, etc. The Commissioner's decision as to acceptance of the Product as equal shall be final.

b. Discrepancies in References In the event of a discrepancy between the model number referenced in the Bid Specifications and the written description of the Products which cannot be reconciled, with respect to such discrepancy, then the written description shall prevail.

15. REMANUFACTURED, RECYCLED, RECYCLABLE OR RECOVERED MATERIALS Upon the conditions specified in the Bid Specifications and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled, recyclable or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements or in the Bid Specifications. Contractors are further encouraged to offer remanufactured Products to the maximum extent practicable without jeopardizing the performance or intended end use of the Product and unless such use is precluded due to health, welfare, safety requirements or by the Bid Specifications. Where such use is not practical, suitable, or permitted by the Bid Specifications, Contractor shall deliver new materials in accordance with the "Warranties" set forth below.

Items with recycled, recyclable, recovered, refurbished or remanufactured content must be identified in the Bid or Bidder will be deemed to be offering new Product.

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

17. PRICING

a. Unit Pricing If required by the Bid Specifications, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places for each item, unless otherwise specified, in the Bid. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of the Commissioner, such unit pricing is obviously erroneous.

b. Net Pricing Unless otherwise required by the Bid Specifications, prices shall be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination(s) indicated in the Bid Specifications, subject to the cash discount.

c. "No Charge" Bid When Bids are requested on a number of Products as a Group or Lot, a Bidder desiring to Bid "no charge" on a Product in the Group or Lot must clearly indicate such. Otherwise, such Bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Commissioner.

d. Educational Pricing All Products to be supplied for educational purposes that are subject to educational discounts shall be identified in the Bid and such discounts shall be made available to qualifying institutions.

e. Third Party Financing If Product acquisitions are financed through any third party financing, Contractor may be required as a condition of Contract Award to agree to the terms and conditions of a "Consent & Acknowledgment Agreement" in a form acceptable to the Commissioner.

f. Best Pricing Offer During the Contract term, if substantially the same or a smaller quantity of a Product is sold by the Contractor outside JUNE 2014

of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, at the discretion of the Commissioner, shall be immediately reduced to the lower price.

g. Specific price decreases:

(i) GSA Changes: Where NYS Net Prices are 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 NYS Net Prices are 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 to its customers generally or to similarly situated government customers during the Contract term; or

(iii) Special Offers/Promotions Generally: Where Contractor generally offers more advantageous special price promotions or special discount pricing to other customers during the Contract term for a similar quantity, and the maximum price or discount associated with such offer or promotion is better than the discount or Net Price otherwise available under this Contract, such better price or discount shall apply for similar quantity transactions under this Contract for the life of such general offer or promotion; and

(iv) Special Offers/Promotions to Authorized Users: Contractor may offer Authorized Users, under either this Contract or any other Contracting vehicle, competitive pricing which is lower than the NYS Net Price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract pursuant to the foregoing paragraph (iii).

Unless otherwise specified in the Bid Specifications, Contractor may offer lower prices or better terms (see Modification of Contract Terms) on any specific Purchase Order(s) from any Authorized User without being in conflict with, or having any obligation to comply on a global basis with, the terms of this clause.

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

18. DRAWINGS

a. Drawings Submitted With Bid When the Bid Specifications require the Bidder to furnish drawings and/or plans, such drawings and/or plans shall conform to the mandates of the Bid Documents and shall, when approved by the Commissioner, be considered a part of the Bid and of any resulting Contract. All symbols and other representations appearing on the drawings shall be considered a part of the drawing.

b. Drawings Submitted During the Contract Term Where required to develop, maintain and deliver diagrams or other technical schematics regarding the scope of work, Contractor shall do so on an ongoing basis at no additional charge, and must, as a condition of payment, update drawings and plans during the Contract term to reflect additions, alterations, and deletions. Such drawings and diagrams shall be delivered to the Authorized User's representative.

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c. Accuracy of Drawings Submitted All drawings shall be neat and professional in manner and shall be clearly labeled as to locations and type of Product, connections and components. Drawings and diagrams are to be in compliance with accepted drafting standards. Acceptance or approval of such plans shall not relieve the Contractor from responsibility for design or other errors of any sort in the drawings or plans, or from its responsibility for performing as required, furnishing Product, services or installation, or carrying out any other requirements of the intended scope of work.

19. SITE INSPECTION Where a site inspection is required by the Bid Specifications or Project Definition, Bidder shall be required to inspect the site, including environmental or other conditions for pre-existing deficiencies that may affect the installed Product, equipment, or environment or services to be provided and, which may affect Bidder's ability to properly deliver, install or otherwise provide the required Product. All inquiries regarding such conditions shall be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions which such inspection or inquiry might have disclosed. Bidder must provide a detailed explanation with its Bid if additional work is required under this clause in order to properly complete the delivery and installation of the required Product or provide the requested service.

20. PROCUREMENT CARD The State has entered into an agreement for purchasing card services. The Purchasing Card enables Authorized Users to make authorized purchases directly from a Contractor without processing Purchase Orders or Purchase Authorizations. Purchasing Cards are issued to selected employees authorized to purchase for the Authorized User and having direct contact with Contractors. Cardholders can make purchases directly from any Contractor that accepts the Purchasing Card.

The Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased Product has been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty Product in accordance with other Contract requirements, the Contractor shall immediately credit a cardholder's account for Products returned as defective or faulty.

21. SAMPLES

a. Standard Samples Bid Specifications may indicate that the Product to be purchased must be equal to a standard sample on display in a place designated by the Commissioner and such sample will be made available to the Bidder for examination prior to the opening date. Failure by the Bidder to examine such sample shall not entitle the Bidder to any relief from the conditions imposed by the Bid Specifications.

b. Bidder Supplied Samples The Commissioner reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of the Bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidder's name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate Bid or Contract reference.

A sample may be held by the Commissioner during the entire term of the Contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period, the sample, where feasible, will be returned as instructed by the Bidder, at the Bidder's expense and risk. Where the Bidder has failed to fully instruct the

Commissioner as to the return of the sample (i.e., mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

c. Enhanced Samples When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractor's default, the Commissioner may procure a Product substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.

d. Conformance with Samples Submission of a sample (whether or not such sample is tested by, or for, the Commissioner) and approval thereof shall not relieve the Contractor from full compliance with all terms and conditions, performance related and otherwise, specified in the Bid Specifications. If in the judgment of the Commissioner the sample or Product submitted is not in accordance with the specifications or testing requirements prescribed in the Bid Specifications, the Commissioner may reject the Bid. If an award has been made, the Commissioner may cancel the Contract at the expense of the Contractor.

e. Testing All samples are subject to tests in the manner and place designated by the Commissioner, either prior to or after Contract award. Unless otherwise stated in the Bid Specifications, Bidder samples consumed or rendered useless by testing will not be returned to the Bidder. Testing costs for samples that fail to meet Contract requirements may be at the expense of the Contractor.

f. Requests For Samples By Authorized Users Requests for samples by Authorized Users require the consent of the Contractor. Where Contractor refuses to furnish a sample, Authorized User may, in its sole discretion, make a determination on the performance capability of the Product or on the issue in question.

BID EVALUATION

22. 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/her sole discretion, may accept or reject illegible, incomplete or vague Bids and his/her decision shall be final. A conditional or revocable Bid which clearly communicates the terms or limitations of acceptance may be considered, and Contract award may be made in compliance with the Bidder's conditional or revocable terms in the Bid.

23. 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.

24. QUANTITY CHANGES PRIOR TO AWARD The Commissioner reserves the right, at any time prior to the award of a specific quantity Contract, to alter in good faith the quantities listed in the Bid Specifications. In the event such right is exercised, the lowest responsible Bidder meeting Bid Specifications will be advised of the revised quantities and afforded an opportunity to extend or reduce its Bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its Bid price may result in the rejection of

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its Bid and the award of such Contract to the lowest responsible Bidder who accepts the revised qualifications.

25. TIMEFRAME FOR OFFERS The Commissioner reserves the right to make awards within sixty days after the date of the Bid opening or such other period of time as set forth in the Bid Documents, during which period, Bids must remain firm and cannot be withdrawn. Where an award is not made within the sixty day period or other time specified as set forth in the Bid Documents, the Bids shall remain firm until such later time as either a Contract is awarded or the Bidder delivers to the Commissioner written notice of the withdrawal of its Bid.

TERMS & CONDITIONS

26. CONTRACT CREATION / EXECUTION Except for contracts governed by Article 11-B of the State Finance Law, subject to and upon receipt of all required approvals as set forth in the Bid Specifications, a Contract shall be deemed executed and created with the successful Bidder(s) upon the Commissioner's mailing or electronic communication to the address on the Bid/Contract of: (i) the final Contract Award Notice; (ii) a fully executed Contract; or (iii) a Purchase Order authorized by the Commissioner.

27. PARTICIPATION IN CENTRALIZED CONTRACTS

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

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

c. Voluntary Extension Purchase Orders issued under a Centralized Contract by any Authorized User not provided for in the Bid Specifications shall be honored by the Contractor at its discretion, but only with the approval of the OGS Commissioner and all other approvals required by law. Contractors are encouraged to voluntarily extend service Contracts to those additional entities authorized to utilize commodity Contracts under Section 163(3)(a)(iv) of the State Finance 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) a breach by an Authorized User other than a State Agency, the State specifically and expressly disclaims any and all liability for such breach; and (iv) each non-State Agency Authorized User and Contractor guarantees to save the State, its officers, agents and employees harmless from any liability that may be or is imposed by 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 or services shall be permitted to migrate to that Centralized Contract effective with its commencement date. Such migration shall not operate to diminish, alter

or eliminate any right that the Authorized User otherwise had under the terms and conditions of their individual Contract.

28. MODIFICATION OF CONTRACT TERMS The terms and conditions set forth in the Contract shall govern all transactions by Authorized User(s) under this Contract. The Contract may only be modified or amended upon mutual written agreement of the Commissioner and Contractor.

The Contractor may, however, offer Authorized User(s) more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to the Authorized User(s) and Commissioner by the Contractor at the time of such offer.

Other than where such terms are more advantageous for the Authorized User(s) than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against Authorized User(s) unless authorized by the Commissioner or specified in the Contract Award Notification. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, purchase orders or other documents forwarded by the Contractor for payment, notwithstanding Authorized User's subsequent acceptance of Product, or that the Authorized User has subsequently processed such document for approval or payment.

29. SCOPE CHANGES The Commissioner reserves the right to require, by written order, changes to the scope of the Contract, by altering, adding to or deducting from the Bid Specifications, such changes to be within 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 thirty 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 proposal. Failure to agree to any adjustment shall be a dispute under the Disputes clause, provided, however, that nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

30. 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.

31. EMERGENCY CONTRACTS In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of

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Product, the Commissioner reserves the right to obtain such Product from any source, including but not limited to this Contract(s), as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for Product procured from other sources pursuant to this clause. The reasons underlying the finding that an emergency exists shall be included in the procurement record.

32. PURCHASE ORDERS Unless otherwise authorized in writing by the Commissioner, no Product is to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the Authorized User. Unless terminated or cancelled pursuant to the authority vested in the Commissioner, Purchase Orders shall be effective and binding upon the Contractor when placed in the mail or electronically transmitted prior to the termination of the Contract period, addressed to the Contractor at the address for receipt of orders set forth in the Contract or in the Contract Award Notification.

All Purchase Orders issued pursuant to Contracts let by the Commissioner must bear the appropriate Contract number and, if necessary, required State approvals. As deemed necessary, the Authorized User may confirm pricing and other Product information with the Contractor prior to placement of the Purchase Order. The State reserves the right to require any other information from the Contractor which the State deems necessary in order to complete any Purchase Order placed under the Contract. Unless otherwise specified, all Purchase Orders against Centralized Contracts will be placed by Authorized Users directly with the Contractor and any discrepancy between the terms stated on the 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 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.

33. 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 thirty 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.

User. Failure to meet such delivery time schedule may be grounds for cancellation of the order or, in the Commissioner's discretion, the Contract.

34. WEEKEND AND HOLIDAY DELIVERIES Unless otherwise specified in the Bid Specifications or by an Authorized User, deliveries will be scheduled for ordinary business hours, Monday through Friday (excluding legal holidays observed by the State of New York). Deliveries may be scheduled by mutual agreement for Saturdays, Sundays or legal holidays observed by the State of New York where the Product is for daily consumption, an emergency exists, the delivery is a replacement, delivery is late, or other reasonable circumstance in which event the convenience of the Authorized User shall govern.

35. 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 Bid Specifications, all deliveries shall be deemed to be freight on board (F.O.B.) destination tailgate delivery at the dock of the Authorized User. Unless otherwise agreed, items purchased at a price F.O.B. Shipping point plus transportation charges shall not relieve the Contractor from responsibility for safe and proper delivery notwithstanding the Authorized User's payment of transportation charges. Contractor shall be responsible for ensuring that the Bill of Lading states "charges prepaid" for all shipments.

c. Receipt of Product The Contractor shall be solely responsible for assuring that deliveries are made to personnel authorized to accept delivery on behalf of the Authorized User. Any losses resulting from the Contractor's failure to deliver Product to authorized personnel shall be borne exclusively by the Contractor.

36. TITLE AND RISK OF LOSS Notwithstanding the form of shipment, title or other property interest, risk of loss shall not pass from the Contractor to the Authorized User until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Bid Specifications or Purchase Order. Mere acknowledgment by Authorized User personnel of the delivery or receipt of goods (e.g., signed bill of lading) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product that is substandard or does not comply with the Bid Specifications or Contract terms and conditions, may be rejected or accepted on an adjusted price basis, as determined by the Commissioner.

37. RE-WEIGHING PRODUCT Deliveries are subject to re-weighing at the point of destination by the Authorized User. If shrinkage occurs which exceeds that normally allowable in the trade, the Authorized User shall have the option to require delivery of the difference in quantity or to reduce the payment accordingly. Such option shall be exercised in writing by the Authorized User.

38. PRODUCT SUBSTITUTION In the event a specified manufacturer's Product listed in the Contract becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Savings/Force Majeure Clause), a Product deemed in writing by the Commissioner to be equal to or better than the specified Product must be substituted by the Contractor at no additional cost or expense to the Authorized User. Unless otherwise specified, any substitution of

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Product prior to the Commissioner's written approval may be cause for termination of Contract.

39. 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.

40. 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(s) and with proper consideration for the rights of other Contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other Contractors. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.

41. REPAIRED OR REPLACED PARTS / COMPONENTS Where the Contractor is required to repair, replace or substitute Product or parts or components of the Product under the Contract, the repaired, replaced or substituted Products shall be subject to all terms and conditions for new parts and components set forth in the Contract including Warranties, as set forth in the 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.

42. EMPLOYEES, SUBCONTRACTORS & AGENTS All employees, Subcontractors or agents performing work under the Contract must be trained staff or technicians who meet or exceed the professional, technical and training qualifications set forth in the Bid Specifications or the Bid Documents, whichever is more restrictive, and must comply with all security and administrative requirements of the Authorized User. The Commissioner reserves the right to conduct a security background check or otherwise approve any employee, Subcontractor or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause based on professional, technical or training qualifications, quality of work or change in security status or non-compliance with Authorized User's security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract terms. The Commissioner reserves the right to reject and/or bar from any facility for cause any employee, Subcontractor, or agents of the Contractor.

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43. ASSIGNMENT The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract to any other person, company, firm or corporation in performance of the contract without the prior written consent of the Commissioner or Authorized User (as applicable); provided, however, notwithstanding anything in Section 138 of the State Finance Law to the contrary, any approval required thereunder shall not be unreasonably withheld, conditioned, delayed or denied. Notwithstanding the foregoing, the State shall not hinder, prevent or affect assignment of money by a Contractor for the benefit of its creditors. Prior to a consent to assignment of monies becoming effective, the Contractor shall file a written notice of such monies assignment(s) with the Comptroller. Prior to a consent to assignment of a Contract, or portion thereof, becoming effective, the Contractor shall submit the request for assignment to the Commissioner and seek written agreement from the Commissioner which will be filed with the 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.

44. 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.

45. PERFORMANCE / BID BOND The Commissioner reserves the right to require a Bidder or Contractor to furnish, without additional cost, a performance, payment or Bid bond, negotiable irrevocable letter of credit, or other form of security for the faithful performance of the Contract. Where required, such bond or other security shall be in the form prescribed by the Commissioner.

46. SUSPENSION OF WORK The Commissioner, in his/her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, in the best interests of the Authorized User. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze or reduction in State spending, declaration of emergency, contract compliance issues or other circumstances. Upon issuance of such notice, the Contractor is not to accept any Purchase Orders, and shall comply with the suspension order. Activity may resume at such time as the Commissioner issues a formal written notice authorizing a resumption of performance under the Contract.

An Authorized User may issue a formal written notice for the suspension of work for which it has engaged the Contractor for reasons specified in the above paragraph. The written notice shall set forth the reason for such suspension and a copy of the written notice shall be provided to the Commissioner.

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a. For Cause: For a material breach that remains uncured for more than thirty calendar days or other specified period after written notice to the Contractor, the Contract or Purchase Order may be terminated by the Commissioner or Authorized User respectively, at the Contractor's expense where Contractor becomes unable or incapable of performing, or meeting any requirements or qualifications set forth in the Contract, or for non-performance, or upon a determination that Contractor is non-responsible. Such termination shall be upon written notice to the Contractor. In such event, the Commissioner or Authorized User may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

b. For Convenience: By written notice, this Contract may be terminated at any time by the Commissioner for convenience upon sixty calendar days written notice or other specified period without penalty or other early termination charges due. Such termination of the Contract shall not affect any project or Purchase Order that has been issued under the Contract prior to the date of such termination. If the Contract is terminated pursuant to this subdivision, the Authorized User shall remain liable for all accrued but unpaid charges incurred through the date of the termination. Contractor shall use due diligence and provide any outstanding deliverables.

c. For Violation of 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/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/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 or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee 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. For refusal to testify, sign a waiver of immunity or answer questions
The Commissioner reserves the right in accordance with State Finance Law §139-a, to terminate the contract in the event it is found that a

member, partner, director or officer of Contractor refused, when called before a grand jury, head of a state department, temporary state commission or other state agency, or the organized crime task force in the department of law, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation, concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract. Upon such finding, the Commissioner may exercise his/her termination right by providing written notification to the Contractor.

48. 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 thirty (30) days, the Parties shall jointly decide on an appropriate course of action that will permit fulfillment of the Parties' objectives hereunder.

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.

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

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discharge any unexecuted portion of the Contract or the relative part thereof.

In addition, the Commissioner reserves the right, in his/her sole discretion, to make an equitable adjustment in the Contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria: (i) the volatility is due to causes outside the control of Contractor; (ii) the volatility affects the marketplace or industry, not just the particular Contract source of supply; (iii) the effect on pricing or availability of supply is substantial; and (iv) the volatility so affects Contractor's performance that continued performance of the Contract would result in a substantial loss. Failure of the Contractor to agree to any adjustment shall be a dispute under the Disputes clause; provided however, that nothing in this clause shall excuse the Contractor from performing in accordance with the Contract as changed.

49. 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. Submission of an invoice and payment thereof shall not preclude the Commissioner from requesting reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate.

Contractor shall provide, upon request of the Commissioner, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in 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 the 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.nv.us, by e-mail at HelpDesk@sfs.nv.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.

50. 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 thirty 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 shipments of Product or provision of services to such entity until such time as reasonable arrangements have been made and assurances given by such entity for current and future Contract payments.

c. **Notice of Breach.** Notwithstanding the foregoing, the Contractor shall, at least ten 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 service an Authorized User may constitute a breach of the Contract, and the Authorized User may thereafter seek any remedy available at law or equity.

51. PROMPT PAYMENTS

a. **State Agencies** Upon acceptance of Product or as otherwise provided by Contract, Contractor may invoice for payment. The required payment date shall be thirty (30) calendar days, excluding legal holidays, from the receipt of a proper invoice, as determined in accordance with State Finance Law §179-f(2) and 2 NYCRR Part 18. The payment of interest on certain payments due and owed by Agency may be made in accordance with State Finance Law §§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 thirty 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 Agencies. Neither expressly nor by any implication is the statute applicable to Non-State Authorized Users. Neither OGS nor the State Comptroller is responsible for payments on any purchases made by a Non-State Agency Authorized User.

c. **By Contractor** Should the Contractor be liable for any payments to the State hereunder, interest, late payment charges and collection fee charges will be determined and assessed pursuant to Section 18 of the State Finance Law.

52. REMEDIES FOR BREACH It is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law:

a. **Cover/Substitute Performance** In the event of Contractor's material, uncured breach, the Commissioner may, with or without formally Bidding: (i) Purchase from other sources; or (ii) If the Commissioner is unsuccessful after making reasonable attempts, under the circumstances then-existing, to timely obtain acceptable service or acquire replacement Product of equal or comparable quality, the

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Commissioner may acquire acceptable replacement service or Product of lesser or greater quality.

Such purchases may be deducted from the Contract quantity without penalty or liability to the State. The Commissioner agrees that Authorized Users shall accept allocated performance or deliveries during a period where Contractor is making good faith efforts to cure a material breach.

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 Commissioner. Should Contractor and the Commissioner fail to agree upon the question of "materiality" in an instance of non-performance, such failure to agree shall be a dispute under the Disputes clause.

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 its 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 services, and/or replacement Product. Should the cost of cover be less than the Contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses, including reasonable attorney's fees awarded by a court of competent jurisdiction, 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 substitute 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 monies 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.

53. 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.

54. TOXIC SUBSTANCES Each Contractor furnishing a toxic substance, as defined by Section 875 of the Labor Law, shall provide such Authorized User with not less than two copies of a Material Safety Data Sheet, which sheet shall include for each such substance the information outlined in Section 876 of the Labor Law.

Before any chemical product is used or applied on or in any building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by the Authorized User representative.

55. INDEPENDENT CONTRACTOR It is understood and agreed that the legal status of the Contractor, its agents, officers and employees under this Contract is that of an independent Contractor, and in no manner shall they be deemed employees of the Authorized User, and therefore are not entitled to any of the benefits associated with such employment.

56. SECURITY Contractor warrants, covenants and represents that it will comply fully with all security procedures of the Authorized User(s) in performance of the Contract including but not limited to physical, facility, documentary and cyber security rules, procedures and protocols.

57. 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.

58. CONTRACT TERM - RENEWAL In addition to any stated renewal periods in the Contract, any Contract or unit portion thereof let by the Commissioner may be extended by the Commissioner for an additional period(s) of up to one year with the written concurrence of the Contractor and Comptroller. Such extension may be exercised on a month-to-month basis or in other stated periods of time during the one year extension.

59. WARRANTIES

a. Product Performance Where Contractor, Product manufacturer or service provider generally offers additional or more advantageous warranties than set forth below, Contractor shall offer or pass through any such warranties to Authorized Users.

In addition, Contractor hereby warrants and represents that the Products acquired by the Authorized User under the terms and conditions of this Contract conform to the manufacturer's specifications, performance standards and documentation, and the documentation fully describes the proper procedure for using the Products.

Contractor further warrants and represents that Products, components or deliverables specified and furnished by or through Contractor shall individually, and where specified and furnished as a system, be free from defects in material and workmanship and will conform with all requirements of the Contract for the warranty period, or for a minimum of one (1) year from the date of acceptance, whichever is longer ("Project warranty period").

Unless recycled 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 attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice.

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) awarded by a court of competent jurisdiction arising from any breach of Contractor's warranties as set forth herein.

c. Product Warranty for Deliverables During the Project warranty period, defects in the materials or workmanship of components or deliverables specified and furnished by or through Contractor shall be

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repaired or replaced by Contractor at no cost or expense to the Authorized User. Contractor shall extend the Project warranty period for individual component(s), or for the system as a whole, as applicable, by the cumulative period(s) of time, after notification, during which an individual component or the system requires servicing or replacement (down time) or is in the possession of the Contractor, its agents, officers, Subcontractors, distributors, resellers or employees ("extended warranty").

Where Contractor, the Independent Software Vendor (ISV), or other third-party manufacturer markets any project deliverable delivered by or through Contractor with a standard commercial warranty, such standard warranty shall be in addition to, and not relieve the Contractor from, Contractor's warranty obligations during the Project warranty and extended warranty period(s). Where such standard commercial warranty covers all or some of the Project warranty or extended warranty period(s), Contractor shall be responsible for the coordination during the Project warranty or extended warranty period(s) with ISV or other third party manufacturer(s) for warranty repair or replacement of ISV or other third-party manufacturer's Product.

Where Contractor, ISV or other third-party manufacturer markets any Project Deliverable with a standard commercial warranty which goes beyond the Project warranty or extended warranty period(s), Contractor shall notify the Authorized User and pass through the manufacturer's standard commercial warranty to Authorized User at no additional charge; provided, however, that Contractor shall not be responsible for coordinating services under the third-party extended warranty after expiration of the Project warranty and extended warranty period(s).

The Commissioner agrees that Contractor is not responsible for any modification of the Products made by an Authorized User without Contractor's approval.

d. Replacement Parts Warranty If during the regular or extended warranty periods, parts or components break or fail to perform as intended, the Contractor shall promptly repair or, upon demand, replace the defective unit or component part affected. All costs for labor and material and transportation incurred to repair or replace defective Product during the warranty period(s) shall be borne solely by the Contractor, and the State or Authorized User shall in no event be liable or responsible therefor.

Any Product or parts thereof replaced by the Contractor under the Contract warranty shall be replaced at no cost to the Authorized User and guaranteed for the greater of: a) the Warranty Period set forth under paragraph (a) above; or b) if a separate warranty for that Product or parts thereof is generally offered by the manufacturer, the standard commercial warranty period offered by the manufacturer for the individual part or component.

e. Virus Warranty The Contractor represents and warrants that any Licensed Software acquired by the Authorized User does not contain any known viruses. Contractor is not responsible for viruses introduced at Licensee's site.

f. 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
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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.

This Date/Time Warranty shall survive beyond termination or expiration of this contract as long as the Product is used by the governmental entity, or its successor, for whom the Product was originally purchased." Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

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

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

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.

60. 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 renewals thereof, Contractor must establish to the satisfaction of the Commissioner that it meets or exceeds all requirements of the Bid and Contract and any applicable laws, including but not limited to, permits, licensing, and shall provide such proof as required by the Commissioner. Failure to comply or failure to provide proof may constitute grounds for the Commissioner to 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.

61. INDEMNIFICATION Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully defend, indemnify and hold harmless the Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from this Contract, without limitation; provided, however, that the Contractor shall not indemnify to the extent any claim, loss or damage arising hereunder solely due to the negligent act, failure to act, gross negligence or willful misconduct of the Authorized Users.

The Commissioner shall give Contractor: (i) prompt written notice of any action, claim or threat of suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action, claim or suit at the expense of Contractor.

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for resolving any dispute arising under this Centralized Contract shall rest with the Authorized User's Contractor Coordinators and the Contractor's Account Executive and the State & Local Government Regional General Manager.

3. In the event the Authorized User is dissatisfied with the Contractor's Products provided under this Centralized Contract, the Authorized User shall notify the Contractor in writing pursuant to the terms of the Contract. In the event the Contractor has any disputes with the Authorized User, the Contractor shall so notify the Authorized User in writing. If either party notifies the other of such dispute or controversy, the other party shall then make good faith efforts to solve the problem or settle the dispute amicably, including meeting with the party's representatives to attempt diligently to reach a satisfactory result.

4. If negotiation between such persons fails to resolve any such dispute to the satisfaction of the parties within fourteen (14) business days or as otherwise agreed to by the Contractor and Authorized User, of such notice, then the matter shall be submitted to the State's Contract Administrator and the Contractor's senior officer of the rank of Vice President or higher as its representative. Such representatives shall meet in person and shall attempt in good faith to resolve the dispute within the next fourteen (14) business days or as otherwise agreed to by the parties. This meeting must be held before either party may seek any other method of dispute resolution, including judicial or governmental resolutions. Notwithstanding the foregoing, this section shall not be construed to prevent either party from seeking and obtaining temporary equitable remedies, including injunctive relief.

5. The Contractor shall extend the dispute resolution period for so long as the Authorized User continues to make reasonable efforts to cure the breach, except with respect to disputes about the breach of payment of fees or infringement of its or its licensors' intellectual property rights.

b. Formal Disputes**1. Definitions**

a. Filed means the complete receipt of any document by OGS before its close of business.

b. Dispute means a written objection by Contractor to any of the following:

- i. A solicitation or other request by OGS for offers for a contract for the procurement of commodities or services.
- ii. The cancellation of the solicitation or other request by OGS.
- iii. An award or proposed award of the Contract by OGS.
- iv. A termination or cancellation of an award of the Contract by OGS.
- v. Changes in the Scope of the Centralized Contract by the Commissioner.
- vi. Determination of "materiality" in an instance of nonperformance or contractual breach.
- vii. An equitable adjustment in the Centralized Contract terms and/or pricing made by the Commissioner during a Force Majeure event.

2. Submission of Disputes

a. A formal dispute by Contractor must be filed in writing to OGS by mail, email or facsimile.

3. The dispute must include:

- a. Name, address, e-mail address, fax and telephone numbers of the filer.
- b. Solicitation or Contract number.

- c. Detailed statement of the legal and factual grounds for the dispute, including a description of resulting prejudice to the filer.
- d. Copies of relevant documents.
- e. Request for a ruling by the agency.
- f. Statement as to the form of relief requested.
- g. All information establishing that the filer is an interested party for the purpose of filing a dispute.
- h. All information establishing the timeliness of the dispute.

Disputes must be filed with the Director of OGS New York State Procurement (NYSPro) at the following address:

New York State Office of General Services**Director, NYSPRO**

38th Floor, Corning Tower
Empire State Plaza
Albany, NY 12242
Facsimile: (518) 486-6099

Disputes concerning the administration of the Contract after award must be filed within twenty (20) business days by Contractor after the Authorized User and Contractor fails to reach resolution through the Informal Dispute Resolution Process.

4. Agency Response

1. OGS will consider all information relevant to the dispute, and may, at its discretion, suspend, modify, or cancel the disputed procurement/Contract action prior to issuance of a formal dispute decision.
2. OGS reserves the right to require the Contractor to meet or participate in a conference call with OGS to discuss the dispute when, in its sole judgment, circumstances so warrant.
3. OGS reserves the right to waive or extend the time requirements for decisions and final determination on appeals herein prescribed when, in its sole judgment, circumstances so warrant.
4. OGS reserves the right to consider or reject the merits of any dispute.
5. Notice of Decision: A copy of the decision, stating the reason(s) upon which it is based and informing the filer of the right to appeal an unfavorable decision to the Chief Procurement Officer shall be sent to the filer or its agent by regular mail within thirty (30) business days of receipt of the dispute.

5. Appeals

a. Should the filer be dissatisfied with the dispute determination, a written appeal may be directed to:

Chief Procurement Officer**New York State Office of General Services****NYSPRO**

38th Floor, Corning Tower
Empire State Plaza
Albany, NY 12242
Facsimile: (518) 486-9166

b. Written notice of appeal of a determination must be received at the above address no more than ten (10) business days after the date the decision is received by the filer. The decision of the Director of NYSPRO shall be a final and conclusive agency determination unless appealed to the Chief Procurement Officer within such time period.

c. The Chief Procurement Officer shall hear and make a final determination on all appeals or may designate a person or persons to act on his/her behalf. The final determination on the appeal shall be issued within twenty (20) business days of receipt of the appeal.

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d. An appeal of the decision of the Director of NYSPRO shall not include new facts and information unless requested in writing by the Chief Procurement Officer.

e. The decision of the Chief Procurement Officer shall be a final and conclusive agency determination.

6. Legal Appeals Nothing contained in these provisions is intended to limit or impair the rights of Contractor to seek and pursue remedies of law through the judicial process.

**THE FOLLOWING CLAUSES PERTAIN TO
TECHNOLOGY & NEGOTIATED CONTRACTS**

65. SOFTWARE LICENSE GRANT Where Product is acquired on a licensed basis the following shall constitute the license grant:

a. License Scope Licensee is granted a non-exclusive, perpetual license to use, execute, reproduce, display, perform, or merge the Product within its business enterprise in the United States up to the maximum licensed capacity stated on the Purchase Order. Product may be accessed, used, executed, reproduced, displayed or performed up to the capacity measured by the applicable licensing unit stated on the Purchase Order (i.e., payroll size, number of employees, CPU, MIPS, MSU, concurrent user, workstation). Licensee shall have the right to use and distribute modifications or customizations of the Product to and for use by any Authorized Users otherwise licensed to use the Product, provided that any modifications, however extensive, shall not diminish Licensor's proprietary title or interest. No license, right or interest in any trademark, trade name, or service mark is granted hereunder.

b. License Term The License Term shall commence upon the License Effective Date, provided, however, that where an acceptance or trial period applies to the Product, the License Term shall be extended by the time period for testing, acceptance or trial.

c. Licensed Documentation If commercially available, Licensee shall have the option to require the Contractor to deliver, at Contractor's expense: (i) one (1) hard copy and one (1) master electronic copy of the Documentation in a mutually agreeable format; (ii) hard copy instructions for access by downloading from the Internet; (iii) hard copies of the Product Documentation by type of license. The following amounts, unless otherwise mutually agreed:

- Individual/Named User License - one (1) copy per License
- Concurrent Users - 10 copies per site
- Processing Capacity - 10 copies per site

Software media must be in a format specified by the Authorized User, without requiring any type of conversion.

Contractor hereby grants to Licensee a perpetual license right to make, reproduce (including downloading electronic copies of the Product) and distribute, either electronically or otherwise, copies of Product Documentation as necessary to enjoy full use of the Product in accordance with the terms of license.

d. Product Technical Support & Maintenance Licensee shall have the option of electing the Product technical support and maintenance ("maintenance") set forth in the Contract by giving written notice to Contractor any time during the Centralized Contract term. Maintenance term(s) and any renewal(s) thereof are independent of the expiration of the Centralized Contract term and will not automatically renew.

Maintenance shall include, at a minimum, (i) the provision of error corrections, updates, revisions, fixes, upgrade and new releases to

Licensee, and (ii) Help Desk assistance with locally accessible "800" or toll free, local telephone service, or alternatively on-line Help Desk accessibility. Contractor shall maintain the Products so as to provide Licensee with the ability to utilize the Products in accordance with the Product Documentation without significant functional downtime to its ongoing business operations during the maintenance term.

Authorized User shall not be required to purchase maintenance for use of Product, and may discontinue maintenance at the end of any current maintenance term upon notice to Contractor. In the event that Authorized User does not initially acquire or discontinues maintenance of licensed Product, it may, at any time thereafter, reinstate maintenance for Product without any additional penalties or other charges, by paying Contractor the amount which would have been due under the Contract for the period of time that such maintenance had lapsed, at then current NYS net maintenance rates.

e. Permitted License Transfers As Licensee's business operations may be altered, expanded or diminished, licenses granted hereunder may be transferred or combined for use at an alternative or consolidated site not originally specified in the license, including transfers between Agencies ("permitted license transfers"). Licensee(s) do not have to obtain the approval of Contractor for permitted license transfers, but must give thirty (30) days prior written notice to Contractor of such move(s) and certify in writing that the Product is not in use at the prior site. There shall be no additional license or other transfer fees due Contractor, provided that: i) the maximum capacity of the consolidated machine is equal to the combined individual license capacity of all licenses running at the consolidated or transferred site (e.g., named users, seats, or MIPS); or ii) if the maximum capacity of the consolidated machine is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system so as to restrict use and access to the Product to that unit of licensed capacity solely dedicated to beneficial use for Licensee. In the event that the maximum capacity of the consolidated machine is greater than the combined individual license capacity of all licenses running at the consolidated or transferred site, and a logical or physical partition or other means of restricting use is not available, the fees due Contractor shall not exceed the fees otherwise payable for a single license for the upgrade capacity.

f. Restricted Use By Outsourcers / Facilities Management, Service Bureaus / or Other Third Parties Outsourcers, facilities management or service bureaus retained by Licensee shall have the right to use the Product to maintain Licensee's business operations, including data processing, for the time period that they are engaged in such activities, provided that: 1) Licensee gives notice to Contractor of such party, site of intended use of the Product, and means of access; and 2) such party has executed, or agrees to execute, the Product manufacturer's standard nondisclosure or restricted use agreement which executed agreement shall be accepted by the Contractor ("Non-Disclosure Agreement"); and 3) if such party is engaged in the business of facility management, outsourcing, service bureau or other services, such third party will maintain a logical or physical partition within its computer system so as to restrict use and access to the program to that portion solely dedicated to beneficial use for Licensee. In no event shall Licensee assume any liability for third party's compliance with the terms of the Non-Disclosure Agreement, nor shall the Non-Disclosure Agreement create or impose any liabilities on the State or Licensee.

Any third party with whom a Licensee has a relationship for a state function or business operation, shall have the temporary right to use Product (e.g., JAVA Applets), provided that such use shall be limited to the time period during which the third party is using the Product for the function or business activity.

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g. Archival Back-Up and Disaster Recovery Licensee may use and copy the Product and related Documentation in connection with: i) reproducing a reasonable number of copies of the Product for archival backup and disaster recovery procedures in the event of destruction or corruption of the Product or disasters or emergencies which require Licensee to restore backup(s) or to initiate disaster recovery procedures for its platform or operating systems; ii) reproducing a reasonable number of copies of the Product and related Documentation for cold site storage. "Cold Site" storage shall be defined as a restorable back-up copy of the Product not to be installed until and after the declaration by the Licensee of a disaster; iii) reproducing a back-up copy of the Product to run for a reasonable period of time in conjunction with a documented consolidation or transfer otherwise allowed herein. "Disaster Recovery" shall be defined as the installation and storage of Product in ready-to-execute, back-up computer systems prior to disaster or breakdown which is not used for active production or development.

h. Confidentiality Restrictions The Product is a trade secret, copyrighted and proprietary product. Licensee and its employees will keep the Product strictly confidential, and Licensee will not disclose or otherwise distribute or reproduce any Product to anyone other than as authorized under the terms of Contract. Licensee will not remove or destroy any proprietary markings of Contractor.

i. Restricted Use by Licensee Except as expressly authorized by the terms of license, Licensee shall not:

- (i) Copy the Product;
- (ii) Cause or permit reverse compilation or reverse assembly of all or any portion of the Product;
- (iii) Export the Licensed Software in violation of any U.S. Department of Commerce export administration regulations.

66. PRODUCT ACCEPTANCE Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, Authorized User(s) shall have thirty (30) days from the date of delivery to accept hardware Products and sixty (60) days from the date of delivery to accept all other Product. Where the Contractor is responsible for installation, acceptance shall be from completion of installation. 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(s) as of the expiration of that period. The License Term shall be extended by the time periods allowed for trial use, testing and acceptance unless the Commissioner or Authorized User agrees to accept the Product at completion of trial use.

Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, Authorized User shall have the option to run testing on the Product prior to acceptance, such tests and data sets to be specified by User. Where using its own data or tests, Authorized User must have the tests or representative set of data available upon delivery. This demonstration will take the form of a documented installation test, capable of observation by the Authorized User, and shall be made part of the Contractor's standard documentation. The test data shall remain accessible to the Authorized User after completion of the test.

In the event that the documented installation test cannot be completed successfully within the specified acceptance period, and the Contractor or Product is responsible for the delay, Authorized User shall have the option to cancel the order in whole or in part, or to extend the testing period for an additional thirty (30) day increment. Authorized User shall notify Contractor of acceptance upon successful completion of the documented installation test. Such cancellation shall not give rise to any

cause of action against the Authorized User for damages, loss of profits, expenses, or other remuneration of any kind.

If the Authorized User elects to provide a deficiency statement specifying how the Product fails to meet the specifications within the testing period, Contractor shall have thirty (30) days to correct the deficiency, and the Authorized User shall have an additional sixty (60) days to evaluate the Product as provided herein. If the Product does not meet the specifications at the end of the extended testing period, Authorized User, upon prior written notice to Contractor, may then reject the Product and return all defective Product to Contractor, and Contractor shall refund any monies paid by the Authorized User to Contractor therefor. Costs and liabilities associated with a failure of the Product to perform in accordance with the functionality tests or product specifications during the acceptance period shall be borne fully by Contractor to the extent that said costs or liabilities shall not have been caused by negligent or willful acts or omissions of the Authorized User's agents or employees. Said costs shall be limited to the amounts set forth in the Limitation of Liability Clause for any liability for costs incurred at the direction or recommendation of Contractor. 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.

67. AUDIT OF LICENSED PRODUCT USAGE Contractor shall have the right to periodically audit, no more than annually, at Contractor's expense, use of licensed Product at any site where a copy of the Product resides provided that: (i) Contractor gives Licensee(s) at least thirty (30) days advance written notice, (ii) such audit is conducted during such party's normal business hours, (iii) the audit is conducted by an independent auditor chosen on mutual agreement of the parties. Contractor shall recommend a minimum of three (3) auditing/accounting firms from which the Licensee will select one (1). In no case shall the Business Software Alliance (BSA), Software Publishers Association (SPA), Software and Industry Information Association (SIIA) or Federation Against Software Theft (FAST) be used directly or indirectly to conduct audits, or be recommended by Contractor; (iv) Contractor and Licensee are each entitled to designate a representative who shall be entitled to participate, and who shall mutually agree on audit format, and simultaneously review all information obtained by the audit. Such representatives also shall be entitled to copies of all reports, data or information obtained from the audit; and (v) if the audit shows that such party is not in compliance, Licensee shall be required to purchase additional licenses or capacities necessary to bring it into compliance and shall pay for the unlicensed capacity at the NYS Net Price in effect at time of audit, or if none, then at the Contractor's U.S. Commercial list price. Once such additional licenses or capacities are purchased, Licensee shall be deemed to have been in compliance retroactively, and Licensee shall have no further liability of any kind for the unauthorized use of the software.

68. OWNERSHIP/TITLE TO PROJECT DELIVERABLES

a. Definitions

(i) For purposes of this clause, "Products." 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 diskette, CD, DVD or other electronic media c) third

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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." 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." Products, preliminary, final or otherwise, which are created or developed by Contractor, its Subcontractors, partners, employees or agents for Authorized User under the Contract.

b. Title to Project Deliverables Contractor acknowledges that it is commissioned by the Authorized User to perform the services detailed in the Purchase Order. Unless otherwise specified in writing in the Bid or Purchase Order, the Authorized User shall have ownership and license rights as follows:

(i) Existing Products:

1. Hardware - Title and ownership of Existing Hardware Product shall pass to Authorized User upon Acceptance.

2. Software - Title and ownership to Existing Software Product(s) delivered by Contractor under the Contract that is normally commercially distributed on a license basis by the Contractor or other independent software vendor proprietary owner ("Existing Licensed Product"), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or the proprietary owner of other independent software vendor(s) (ISV). Effective upon acceptance, such Product(s) shall be licensed to Authorized User in accordance with the Contractor or ISV owner's standard license agreement, provided, however, that such standard license, must, at a minimum: (a) grant Authorized User a non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless Contractor advises Authorized User as part of Contractor's proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the Authorized User's satisfaction) and distribute Existing Licensed Product to the Authorized User up to the license capacity stated in the Purchase Order or work order with all license rights necessary to fully effect the general business purpose(s) stated in the Bid or Authorized User's Purchase Order or work order, including the financing assignment rights set forth in paragraph (c) below; and (b) recognize the State of New York as the licensee where the Authorized User is a state agency, department, board, commission, office or institution. Where these rights are not otherwise covered by the ISV's owner's standard license agreement, the Contractor shall be responsible for obtaining these rights at its sole cost and expense. The Authorized User shall reproduce all copyright notices and any other legend of ownership on any copies authorized under this 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 Product(s), whether preliminary, final or otherwise, including all trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor, its agents, employees, or Subcontractors. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a Purchase Order, project definition or work order in the course of Contractor's business.

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Authorized User may, by providing written notice thereof to the Contractor, elect in the alternative to take a non-exclusive perpetual license to Custom Products in lieu of Authorized User taking exclusive ownership and title to such Products. In such case, Licensee on behalf of all Authorized Users shall be granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt and distribute Custom Product as necessary to fully effect the general business purpose(s) as stated in paragraph (b)(i)(2), above.

c. Transfers or Assignments to a Third Party Financing Agent It is understood and agreed by the parties that a condition precedent to the consummation of the purchase(s) under the Contract may be the obtaining of acceptable third party financing by the Authorized User. The Authorized User shall make the sole determination of the acceptability of any financing proposal. The Authorized User will make all reasonable efforts to obtain such financing, but makes no representation that such financing has been obtained as of the date of Bid receipt. Where financing is used, Authorized User may assign or transfer its rights in Licensed Products (existing or custom) to a third party financing entity or trustee ("Trustee") as collateral where required by the terms of the financing agreement. Trustee's sole rights with respect to transferability or use of Licensed Products shall be to exclusively sublicense to Authorized User all of its Licensee's rights under the terms and conditions of the License Agreement; provided, further, however, in the event of any termination or expiration of such sublicense by reason of payment in full, all of Trustee's rights in such Licensed Product shall terminate immediately and Authorized User's prior rights to such Existing Licensed Product shall be revived.

d. Sale or License of Custom Products Involving Tax-Exempt Financing (i.e., Certificates of Participation - COPS) The Authorized User's sale or other transfer of Custom Products which were acquired by the Authorized User using third party, tax-exempt financing may not occur until such Custom Products are, or become, useable. In the event that the Contractor wishes to obtain ownership rights to Custom Product(s), the sale or other transfer shall be at fair market value determined at the time of such sale or other transfer, and must be pursuant to a separate written agreement in a form acceptable to the Authorized User which complies with the terms of this clause.

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

69. PROOF OF LICENSE The Contractor must provide to each Licensee who places a Purchase Order either: (i) the Product developer's certified License Confirmation Certificates in the name of such Licensee; or (ii) a written confirmation from the Proprietary owner accepting Product invoice as proof of license. Contractor shall submit a sample certificate, or alternatively such written confirmation from the proprietary developer. Such certificates must be in a form acceptable to the Licensee.

70. PRODUCT VERSION Purchase Orders shall be deemed to reference Manufacturer's most recently released model or version of the Product at time of order, unless an earlier model or version is specifically requested in writing by Authorized User and Contractor is willing to provide such version.

71. CHANGES TO PRODUCT OR SERVICE OFFERINGS

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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, each Licensee and each Authorized User then under contract for maintenance or technical support in writing of the intended discontinuance; and (ii) continue to offer Product or withdrawn support upon the Contract terms previously offered for the greater of: a) the best terms offered by Contractor to any other customer, or b) not less than twelve (12) months from the date of notice; and (iii) at Authorized User’s option, provided that the Authorized User is under contract for maintenance on the date of notice, either: provide the Authorized User with a Product replacement or migration path with at least equivalent functionality at no additional charge to enable Authorized User to continue use and maintenance of the Product.

In the event that the Contractor is not the Product Manufacturer, Contractor shall be required to: (i) provide the notice required under the paragraph above, to the entities described within five (5) business days of Contractor receiving notice from the Product Manufacturer, and (ii) include in such notice the period of time from the date of notice that the Product Manufacturer will continue to provide Product or withdraw support.

The provisions of this subdivision (a) shall not apply or eliminate Contractor’s obligations where withdrawn support is being provided by an independent Subcontractor. In the event that such Subcontractor ceases to provide service, Contractor shall be responsible for subcontracting such service, subject to State approval, to an alternate Subcontractor.

b. Product or Service Re-Bundling In the event that Contractor is the Product manufacturer and publicly announces to all U.S. customers (“date of notice”) that a Product or maintenance or technical support offering is being re-bundled in a different manner from its structure or licensing model of the prior U.S. commercial offering, Contractor shall be required to: (i) notify the State and each Authorized User in writing of the intended change; (ii) continue to provide Product or withdrawn support upon the same terms and conditions as previously offered on the then-current NYS Contract for the greater of: a) the best terms offered by Contractor to any other customer, or b) not less than twelve (12) months from the date of notice; and (iii) shall submit the proposed rebundling change to the Commissioner for approval prior to its becoming effective for the remainder of the Contract term. The provisions of this section do not apply if the Contractor is not the Product manufacturer.

72. NO HARDSTOP/PASSIVE LICENSE MONITORING Unless an Authorized User is otherwise specifically advised to the contrary in writing at the time of order and prior to purchase, Contractor hereby warrants and represents that the Product and all Upgrades do not and will not contain any computer code that would disable the Product or Upgrades or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as “time bombs,” “time locks,” or “drop dead” devices) or that would permit Contractor to access the Product to cause such disablement or impairment (sometimes referred to as a “trap door” device). Contractor agrees that in the event of a breach or alleged breach of this provision that Authorized User shall not have an adequate remedy at law, including monetary damages, and that Authorized User shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the

continuance of such breach, in addition to any and all remedies to which Authorized User shall be entitled.

73. SOURCE CODE ESCROW FOR LICENSED PRODUCT If Source Code or Source Code escrow is offered by either Contractor or Product manufacturer or developer to any other commercial customers, Contractor shall either: (i) provide Licensee with the Source Code for the Product; or (ii) place the Source Code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the State, and who shall be directed to release the deposited Source Code in accordance with a standard escrow agreement acceptable to the State; or (iii) will certify to the State that the Product manufacturer/developer has named the State, acting by and through the Authorized User, and the Licensee, as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the State and Licensee, and who shall be directed to release the deposited Source Code in accordance with the terms of escrow. Source Code, as well as any corrections or enhancements to such source code, shall be updated for each new release of the Product in the same manner as provided above and such updating of escrow shall be certified to the State in writing. Contractor shall identify the escrow agent upon commencement of the Contract term and shall certify annually that the escrow remains in effect in compliance with the terms of this clause.

The State may release the Source Code to Licensees under this Contract who have licensed Product or obtained services, who may use such copy of the Source Code to maintain the Product.

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Appendix C – Contract Modification Procedure

The following guidelines are subject to change at the discretion of OGS. A Contract Amendment requires a formally executed document by mutual agreement of the Parties, to be provided by OGS Contract Administrator, after submission and approval of the Contract Modification Form.

1.1 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.

1.1.1 UPDATES

“Updates” are changes that do not require a change to the established Centralized Contract terms and conditions. Updates may include: Centralized Contract changes and updates made in accordance with the previously approved pricing formula (e.g. discount from list price); adding new products or services within the established, previously approved pricing structure; lowering pricing of products or services already on Contract, deleting products or services available through the Centralized Contract, adding product or service that do not fall under the previously established price structure or discounts under the Contract, re-bundled products, 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 if the change results in a change in pricing methodology. OGS will notify Contractor in writing if approved.

1.1.2 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.

1.2 CONTRACTOR'S SUBMISSION OF CONTRACT MODIFICATIONS:

In connection with any Contract modification, OGS reserves the right to:

- request additional information
- reject Contract modifications
- remove Products from Contract modification requests
- request additional discounts for new or existing Products

1.3 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 (e.g., by use of separate worksheets or by using italics, bold and/or color fonts):

- Price level increases
- Price level decreases
- Products being added

1.4 SUPPORTING DOCUMENTATION:

Each modification request must include the current contract pricing discount relevant to the Products included in the update.

1.5 SUBMITTAL OF MODIFICATION REQUESTS:

A Contract modification request must be accompanied by a completed Contract Modification Form. Contractor should briefly describe the nature and purpose of the update (e.g., update requested in order to reflect a recently approved GSA schedule, to restructure the price level to its customers generally, and/or for new Products which fall into a new group or category that did not exist at the time of approval of the Contract by OGS). The Contract Modification Form must contain original signatures by an individual authorized to sign on behalf of Contractor and must be notarized.

STATE OF NEW YORK
EXECUTIVE DEPARTMENT - OFFICE OF GENERAL SERVICES
Corning Tower – 38th Floor
Empire State Plaza
Albany, New York 12242

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Contract Modification Form

OGS Contract No.	Contract Description	Contract Period From To		Date of Submission
Vendor Name		Vendor Phone Number	Vendor E-Mail	

NOTE: Submission of this FORM does not constitute acceptance by the State of New York until approved by the appropriate New York State representative(s).

INSTRUCTIONS:

1. This form is to be used for all Contract 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 in either an Excel spreadsheet (and in hardcopy if requested by OGS) 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.

<p>Request Type</p> <p><input type="checkbox"/> Update <input type="checkbox"/> Amendment</p> <p><i>See Contract Modification Procedure for an Explanation of these terms</i></p>	<p>Intent</p> <p><input type="checkbox"/> Addition of new product(s) or service(s)</p> <p><input type="checkbox"/> Deletion of product(s) or service(s)</p> <p><input type="checkbox"/> Change in pricing level</p> <p><input type="checkbox"/> Other Update</p> <p><input type="checkbox"/> Other Amendment</p>
<p>All discounts are:</p> <p><input type="checkbox"/> GSA</p> <p><input type="checkbox"/> Most Favored Nation*</p> <p><input type="checkbox"/> Other - Please Explain:</p> <p><small>*Prices offered are the lowest offered to any similarly situated entity.</small></p> <p>THIS BOX MUST BE COMPLETED</p>	<p>Attached Documentation Includes:</p> <p><input type="checkbox"/> Current Approved GSA (labeled "For Information Only")</p> <p><input type="checkbox"/> Current Relevant Price List (labeled "For Information Only")</p> <p><input type="checkbox"/> Revised NYS Net Price List in Same Format as found in the Pricing Appendix for this Contract</p> <p><input type="checkbox"/> Current Copy of the "National Consumer Price Index for All Urban Consumers (CPI-U) Northeast Region" (for price increases only)</p>
<p>Describe the nature and purpose of the modification. If applicable, please explain how pricing has been structured to customers, and/or identify and describe new Products which fall into a new group or category that did not exist at the time of approval of the Contract by OGS</p>	

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

Signature of Authorized Vendor Representative

CORPORATE ACKNOWLEDGEMENT

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 _____

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Manufacturer Name	ABC Company
Federal ID Number	123456789

Lot Number	Lot Description	Bidding Lot (Yes / No Bid)	Lot Number	Lot Description	Bidding Implementation (Yes / No Bid)
1.1	Software	Yes	5.1	Software Implementaion	Yes
2.1	Hardware	Yes	5.2	Hardware Implementation	Yes
3.1	Cloud Computing	Yes	5.3	Cloud Computing Implementation	Yes
4.1	Connectivity Services	Yes	5.4	Connectivity Services Implementation	Yes

General Instructions

1. A Bidder is responsible for submitting all required information as noted below.
2. Bidders shall familiarize themselves with all terms and conditions of the Solicitation prior to completing Lot Worksheet(s).
3. Bidders may refer to the Solicitation document to review what the State shall deem to be a responsive financial bid. Failure to complete all requested information may result in Bid disqualification.
4. There are Five (5) Lots in this Solicitation:
 1. Software
 2. Hardware
 3. Cloud Computing
 4. Connectivity Services
 5. Implementation Services
 - 5.1 Software Implementation
 - 5.2 Hardware Implementation
 - 5.3 Cloud Computing Implementation
 - 5.4 Connectivity Services Implementation

Bidders are not required to bid every Lot. However, a Bidder may only bid Lot 5 Implementation Services if they have bid that specific Lot. For example, a bid will not be accepted for Lot 5.1 Software Implementation unless that Bidder has also bid Lot 1 Software. A Bidder is not required to bid Implementation Services for a specific Lot.

5. Each Lot has its own Lot Worksheet where Bidders will list individual specific items for which they are bidding.

Bidder Information Worksheet

1. Bidders will complete only the yellow cells; the grey cells perform automatic calculations of the data entered and are locked.
2. Bidders are required to enter the following information in the Bidder Information Worksheet:
 - Manufacturer Name
 - Federal ID Number
3. Bidders will select "Yes" or "No Bid" each Lot for which they are Bidding.

Lot Worksheet(s)

1. The fields within a Lot Worksheet will remain greyed-out until a Bidder selects the Lot(s) it is bidding on the "Bidder Information Worksheet."
2. For each item bid within a Lot Worksheet, a Bidder **must** supply the following information:
 - Product Name
 - Product Description
 - Manufacturer Part Number
 - Indicate if an item is a Bundled Part Number (Yes/No)
 - Total Years Warranty
 - Unit of Measure
 - Units Per Unit of Measure
 - List Price
 - Percent NYS Discount

3. For each item within a Lot, a Bidder **may** supply the following information.
 - Percent Educational Discount

NOTE: Any indicators or messages that have been built into the Worksheets are informational only and not binding upon the State. Therefore, the existence or lack of any indicator or message in no way guarantees the sufficiency or acceptability of the price pages submitted. A Bidder is ultimately responsible for reviewing the completed price pages prior to bid submittal and ensuring that all necessary fields have been populated correctly.

Manufacturer Name	ABC Company	Total Number of Items Bid	Yellow is a Required Field
Bidder Federal ID Number	123456789		Pink is an Optional Field
Total Number Items in Price List	0		Grey is a Calculated or Protected Field

Optional "Percent Educational Discount" must be equal to or greater than "Percent NYS Discount."

Item Number	Product Name	Product Description	Manufacturer Part Number	Bundled Part Number? Yes / No	Total Years Warranty	Unit of Measure	Units Per Unit of Measure	List Price	Percent NYS Discount	Net NYS Contract Price	Percent Educational Discount	Net NYS Educational Price	Line Validation
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
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Contractor Questionnaire - Standard Form

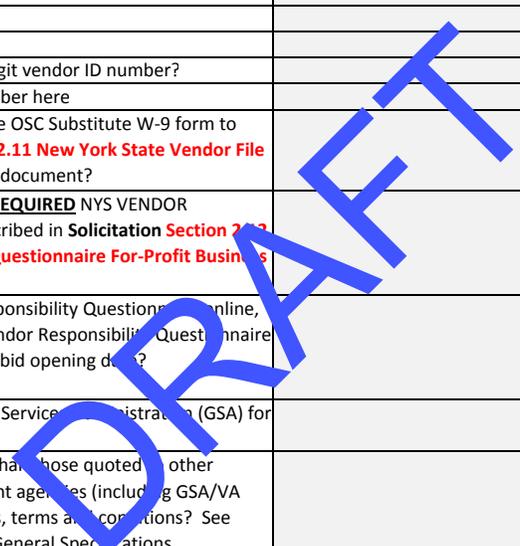
Manufacturer Name: _____

Instructions: A Bidder should enter their company name in the space above. A Bidder should respond to the questions below, and those on the other two tabs (Questions, Bidder Agreements). A Bidder should select the appropriate response from the drop-down menus in the Response field (column C) where available. **NOTE TO BIDDER: FAILURE TO ANSWER THE QUESTIONS WILL DELAY THE EVALUATION OF YOUR BID AND MAY RESULT IN REJECTION OF YOUR BID.**

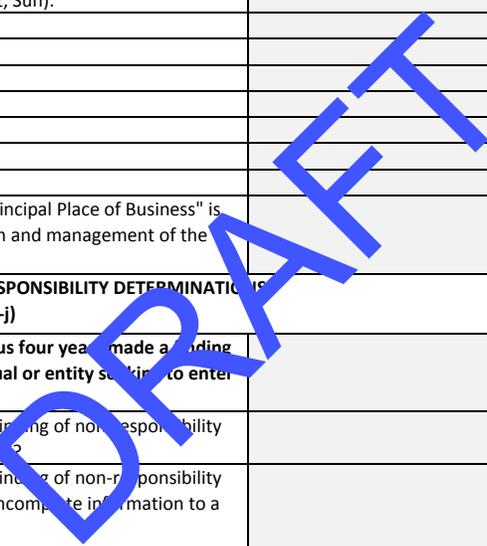
New York State Office of General Services, New York State Procurement reserves the right to reject any bid submission or portion(s) thereof determined to have been altered/modified from the original format by the Bidder. Such alterations / modifications include but are not limited to any change(s) to document header(s), footer(s) and/or cell(s); unprotecting worksheet(s) or workbook(s); hiding / unhiding cell(s), column(s), row(s), or worksheet(s); and locking / unlocking cell(s).

Only those cells provided for entering Bidder information are to be used by the Bidder.

#	Question	Response
1	Bidder's Company Name	
2	Address	
3	City	
4	State	
5	Zip Code	
6	Solicitation Contact Name	
7	Solicitation Contact Telephone Number	
8	Solicitation Contact Fax Number	
9	Solicitation Contact e-mail	
10a	Does Bidder have the required NYS 10 digit vendor ID number?	
10b	If yes, please provide NYS vendor ID number here	
10c	If no, did Bidder complete and submit the OSC Substitute W-9 form to OGS as described in Solicitation Section 2.11 New York State Vendor File Registration , prior to submitting this bid document?	
11a	Has Bidder completed and certified the REQUIRED NYS VENDOR RESPONSIBILITY QUESTIONNAIRE as described in Solicitation Section 2.12 New York State Vendor Responsibility Questionnaire For-Profit Business Entity ?	
11b	If Bidder completed the NYS Vendor Responsibility Questionnaire online, has Bidder certified or recertified the Vendor Responsibility Questionnaire no more than six (6) months prior to the bid opening date?	
12a	Do you have a contract with the General Services Administration (GSA) for products offered?	
12b	Are prices quoted the same as or lower than those quoted by other corporations, institutions and government agencies (including GSA/VA contracts) on similar products, quantities, terms and conditions? See "Best Pricing Offer" in Appendix B, OGS General Specifications.	
12c	If Bidder answered "No" to question 12b, please explain here:	
13a	Do you have a contract with Veterans Affairs (VA) for products offered?	
13b	If yes, will you offer New York State pricing equal to or better than your VA pricing?	
13c	If yes, a copy of the VA schedule is required and should be included on the disk with the Bidder's Submission. Have you included a copy?	
14	Does Bidder offer Electronic Access Ordering (EDI)?	
15a	If awarded a contract, will Bidder accept the New York State (NYS) Procurement Card for orders not to exceed \$15,000.00?	
15b	If Bidder limits the maximum acceptable NYS Procurement Card amount to less than \$15,000.00, please indicate the maximum amount:	
15c	What additional discount % will Bidder offer for purchases made with the NYS Procurement Card?	



#	Question	Response
NOTE: Prompt payment discounts will not be considered in determining low bid, but prompt payment discounts of any size may be considered in awarding tie bids		
16	What prompt payment discount % will Bidder offer for payment within 15 days of delivery and/or receipt of voucher?	
17	What prompt payment discount % will Bidder offer for payment within 30 days of delivery and/or receipt of voucher?	
18	Are any products offered manufactured from recycled materials?	
19	Are any products offered remanufactured (restored to its original performance standards and function)?	
20	Are any products offered Energy Star Compliant? (If YES, please provide specifics in document that is included on the disk with Bidder's Submission)	
Person or persons to contact for expediting New York State contract orders:		
21	Name:	
22	Title:	
23	Telephone Number:	
24	Toll Free Telephone Number:	
25	Fax Number:	
26	Toll Free Fax Number:	
27	E-Mail Address	
Person or persons to contact in the event of an emergency occurring after business hours or on weekend/holidays:		
28	List Normal Business Hours (Specify M-F, Sat, Sun):	
29	Name:	
30	Title:	
31	Telephone Number:	
32	Toll Free Telephone Number:	
33	Fax Number:	
34	Toll Free Fax Number:	
35	E-Mail Address	
36	Bidder's PRINCIPAL PLACE OF BUSINESS: "Principal Place of Business" is the location of the primary control, direction and management of the enterprise (State of):	
BIDDER/OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS Pursuant to Procurement Lobbying Law (SFL §139-j)		
37	Has any Governmental Entity in the previous four years made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract?	
38	If yes to Question 37, was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?	
39a	If yes to Question 37, was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a governmental entity? If yes, please provide details regarding the finding of non-responsibility in 39b, 39c, and 39d.	
39b	Governmental Entity:	
39c	Date of Finding of Non-Responsibility:	
39d	Basis of Finding of Non-Responsibility: (add additional pages if necessary in paper copy 3-ring binder submission, with content clearly labeled)	
40a	Has any governmental agency terminated or withheld a procurement contract with the above-named individual or entity due to the intentional provision of false or incomplete information? If yes, please provide details in 40b, 40c, and 40d.	
40b	Governmental Entity:	
40c	Date of Termination or Withholding of Contract:	
40d	Basis of Termination or Withholding: (add additional pages if necessary in hard copy 3-ring binder submission, with content clearly labeled)	



Questions

Manufacturer's Name:	0
-----------------------------	---

Instructions: A Bidder should complete all questions below, and those on the other two tabs in this attachment. A Bidder should select the appropriate response from the drop-down menus in the Response field (column C) where available.

NOTE TO BIDDER: FAILURE TO ANSWER THE QUESTIONS WILL DELAY THE EVALUATION OF YOUR BID AND MAY RESULT IN REJECTION OF YOUR BID.

#	Question	Response
1	Do you have your company pricing published on the Internet?	
2	If yes, do you have the ability to make Contract pricing available along with your published pricing on line?	
3	Please select the method that will be used to demonstrate your proof of compliance with Workers' Compensation Coverage Requirements.	
4	Please select the method that will be used to demonstrate your proof of compliance with Disability Benefits Coverage Requirements.	
5	Have you completed and included "Attachment 3 - Contractor & Reseller Information?"	

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Bidder Agreements

Manufacturer's Name:	<i>0</i>
-----------------------------	----------

Instructions: A Bidder should complete questions below, and those on the other two tabs in this attachment. A Bidder should select the appropriate response from the drop-down menus in the Response field (column C) where available.

NOTE TO BIDDER: FAILURE TO ANSWER THE QUESTIONS WILL DELAY THE EVALUATION OF YOUR BID AND MAY RESULT IN REJECTION OF YOUR BID.

#	Question	Response
1	Bidder agrees that their bid Submission is based on the most current version of documents as released by OGS via the Bidder Notification System (Online Bid Calendar page at: http://ogs.ny.gov/Purchase/BidCalendarLV.asp)?	
2	Bidder agrees that they reviewed the entire Solicitation, including all Appendices and Attachments, and submitted any concerns, suggestions, or questions using the Inquiries process, as described in Solicitation Section 1.9 Inquiries?	
3	Bidder agrees to obtain all necessary insurance as detailed in Attachment 5 – Contractor Insurance Requirements, within five (5) business days of notification of tentative award?	
4	Bidder agrees to all recurring reporting requirements in accordance with Section 7.27 - Administrative and Reporting Requirements?	

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Attachment 3 - Contractor and Reseller Information

Section 1. Contractor Information (for Ordering and Contract Administration Purposes)

1. Contractor/Company Information	
Company Name:	
Doing Business As:	
Address: (From First Page of Solicitation)	
Website:	
Federal ID #:	NYS Vendor ID #:

2. Centralized Contact	
Contract Administrator Name:	
Title:	
Address:	
Telephone #:	Toll Free Telephone #:
Fax Number #:	Toll Free Fax #:
E-Mail:	

3. Sales/Billing	
Contact Name:	
Title:	
Address:	
Telephone #:	Toll Free Telephone #:
Fax Number #:	Toll Free Fax #:
E-Mail:	

4. Maintenance/Service	
Contact Name:	
Title:	
Address:	
Telephone #:	Toll Free Telephone #:
Fax Number #:	Toll Free Fax #:
E-Mail:	
Hours of Availability:	

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Section 2. Reseller/Distributor Information

Company Name:	
Address:	
Website:	
Federal ID #:	NYS Vendor ID #:
Contact Name:	
Title:	
Telephone #:	Toll Free Telephone #:
Fax Number #:	Toll Free Fax #:
E-Mail:	
M/WBE Certification: <input type="checkbox"/> Women-Owned <input type="checkbox"/> Minority-Owned <input type="checkbox"/> Both	
SBE: <input type="checkbox"/> NYS Small Business Enterprise (Self-Identified)	
Reseller is Authorized to: <input type="checkbox"/> Take Orders <input type="checkbox"/> Ship Direct <input type="checkbox"/> Receive Payment	
Qualifying Criteria Applicable to this Reseller:	

Company Name:	
Address:	
Website:	
Federal ID #:	NYS Vendor ID #:
Contact Name:	
Title:	
Telephone #:	Toll Free Telephone #:
Fax Number #:	Toll Free Fax #:
E-Mail:	
M/WBE Certification: <input type="checkbox"/> Women-Owned <input type="checkbox"/> Minority-Owned <input type="checkbox"/> Both	
SBE: <input type="checkbox"/> NYS Small Business Enterprise (Self-Identified)	
Reseller is Authorized to: <input type="checkbox"/> Take Orders <input type="checkbox"/> Ship Direct <input type="checkbox"/> Receive Payment	
Qualifying Criteria Applicable to this Reseller:	

Company Name:	
Address:	
Website:	
Federal ID #:	NYS Vendor ID #:
Contact Name:	
Title:	
Telephone #:	Toll Free Telephone #:
Fax Number #:	Toll Free Fax #:
E-Mail:	
M/WBE Certification: <input type="checkbox"/> Women-Owned <input type="checkbox"/> Minority-Owned <input type="checkbox"/> Both	
SBE: <input type="checkbox"/> NYS Small Business Enterprise (Self-Identified)	
Reseller is Authorized to: <input type="checkbox"/> Take Orders <input type="checkbox"/> Ship Direct <input type="checkbox"/> Receive Payment	
Qualifying Criteria Applicable to this Reseller:	

Company Name:	
Address:	
Website:	
Federal ID #:	NYS Vendor ID #:
Contact Name:	
Title:	
Telephone #:	Toll Free Telephone #:
Fax Number #:	Toll Free Fax #:
E-Mail:	
M/WBE Certification: <input type="checkbox"/> Women-Owned <input type="checkbox"/> Minority-Owned <input type="checkbox"/> Both	
SBE: <input type="checkbox"/> NYS Small Business Enterprise (Self-Identified)	
Reseller is Authorized to: <input type="checkbox"/> Take Orders <input type="checkbox"/> Ship Direct <input type="checkbox"/> Receive Payment	
Qualifying Criteria Applicable to this Reseller:	

Company Name:	
Address:	
Website:	
Federal ID #:	NYS Vendor ID #:
Contact Name:	
Title:	
Telephone #:	Toll Free Telephone #:
Fax Number #:	Toll Free Fax #:
E-Mail:	
M/WBE Certification: <input type="checkbox"/> Women-Owned <input type="checkbox"/> Minority-Owned <input type="checkbox"/> Both	
SBE: <input type="checkbox"/> NYS Small Business Enterprise (Self-Identified)	
Reseller is Authorized to: <input type="checkbox"/> Take Orders <input type="checkbox"/> Ship Direct <input type="checkbox"/> Receive Payment	
Qualifying Criteria Applicable to this Reseller:	

Company Name:	
Address:	
Website:	
Federal ID #:	NYS Vendor ID #:
Contact Name:	
Title:	
Telephone #:	Toll Free Telephone #:
Fax Number #:	Toll Free Fax #:
E-Mail:	
M/WBE Certification: <input type="checkbox"/> Women-Owned <input type="checkbox"/> Minority-Owned <input type="checkbox"/> Both	
SBE: <input type="checkbox"/> NYS Small Business Enterprise (Self-Identified)	
Reseller is Authorized to: <input type="checkbox"/> Take Orders <input type="checkbox"/> Ship Direct <input type="checkbox"/> Receive Payment	
Qualifying Criteria Applicable to this Reseller:	

Manufacturer Name	
Federal ID Number	

Verifiable Sales summing \$500,000.00 between the period of 6-1-13 to 5-31-14 to US Governmental Public Entity must be provided, per Solicitation Section 2.2.

INVOICE MUST BE ATTACHED

Verifiable Sales Have Not been Met \$ -

Item Number	Public Entity	Invoice Date	Invoice Number	Invoice Total
1				
2				
3				
4				
5				
6				
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Contractor Insurance Requirements

Upon tentative award, Bidders shall be required to procure, at their sole cost and expense, all insurance required by this section. In addition, Contractors shall be required to procure, at their sole cost and expense, and shall maintain in force at all times during the term of any Contract resulting from this solicitation, policies of insurance required by this section. All insurance shall be written by companies licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York and which have an A.M. Best Company rating of "A-" Class "VII" or better. If, during the term of a policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York and which is rated at least "A-" Class "VII" or better in the most recently published Best's Insurance Report.

Bidders and Contractors shall deliver to OGS evidence of such policies in a form acceptable to OGS. Policies must be written in accordance with the requirements of the paragraphs below, as applicable. Acceptance and/or approval by OGS does not, and shall not be construed to, relieve Bidders or Contractors of any obligations, responsibilities or liabilities under this solicitation or any Contract resulting from this solicitation.

General Conditions

Section 1. Conditions Applicable to Insurance

All policies of insurance required by this solicitation or any Contract resulting from this solicitation must meet the following requirements:

1. Coverage Types and Policy Limits. The types of coverage and policy limits required from Bidders and Contractors are specified in Paragraph B Insurance Requirements below.
2. Policy Forms. Except as otherwise specifically provided herein, or agreed to in writing by OGS, policies must be written on an occurrence basis.
3. Certificates of Insurance/Notices. Bidders and Contractors shall provide a Certificate or Certificates of Insurance, in a form satisfactory to OGS, upon tentative award, and thereafter within three (3) business days of request. Certificates shall reference the Solicitation or Contract Number. As applicable, the requested forms must name The New York State Office of General Services, New York State Procurement, 38th Floor, Corning Tower, Albany, New York 12242 as the Certificate Holder. Certificates shall be submitted to The New York State Office of General Services, New York State Procurement, Corning Tower- 38th Floor, Empire State Plaza, Albany, NY 12242.

Unless otherwise agreed to in writing, policies shall be written so as to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days prior written notice to OGS, except in cases of cancellation for non-payment, in the event of which notice shall be provided as required by law to OGS.

Bidders and Contractors shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect. Not less than thirty (30) days prior to the expiration date or renewal date, Bidders and Contractors shall supply OGS with updated replacement Certificates of Insurance, and amendatory endorsements.

Certificates of Insurance shall:

- Be in the form acceptable to OGS (ie: an Acord);
- Disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required by this solicitation or any Contract resulting from this solicitation;
- Be accompanied by an Additional Insured and a Waiver of Subrogation Endorsement as required herein;
- Refer to this solicitation and any Contract resulting from this solicitation by number and any other attachments on the face of the certificate; and
- Be signed by an authorized representative of the insurance carrier or producer.

Only original documents (Certificates of Insurance, endorsements & other attachments) or electronic forms, that can be directly traced back to the insurance carrier, agent or broker via e-mail distribution or similar means, will be accepted.

4. **Primary Coverage.** All insurance policies shall provide that the required coverage shall apply on a primary and not on an excess or contributing basis as to any other insurance that may be available to OGS or any Authorized User for any claim arising from a Contractor's work under any Contract awarded as a result of this solicitation, or as a result of a Bidder or Contractor's activities. Any other insurance maintained by OGS or any Authorized User shall be excess of and shall not contribute with the Bidders/Contractor's insurance.
5. If, during the term of any Contract awarded as a result of this solicitation, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this solicitation or any Contract resulting from this solicitation, or proof thereof is not provided to OGS, the Contractor shall immediately cease work. The Contractor shall not resume work until authorized to do so by OGS. Any delay, time lost, or additional cost incurred as a result of the Contractor not having insurance required by this solicitation or any Contract resulting from this solicitation or not providing proof of the same in a form acceptable to OGS, shall not give rise to a delay claim or any other claim against OGS. Should a Contractor fail to provide or maintain any insurance required by this solicitation or any Contract resulting from this solicitation, or proof thereof is not provided, OGS or an Authorized User may withhold further contract payments, treat such failure as a breach or default of the Contract.
6. **Self-Insured Retention/Deductibles.** Certificates of Insurance must indicate the applicable deductible/self insured retention on each policy. Deductibles or self-insured retentions above \$100,000 are subject to approval from OGS, which shall not be unreasonably withheld, conditioned or delayed. Bidders and Contractors shall be solely responsible for all claim expenses and loss payments within the deductible or self-insured retention.
7. **Subcontractors.** Should a Contractor engage a Subcontractor, the Contractor shall require all Subcontractors, prior to commencement of work by the Subcontractor, to secure and keep in force during the term of any Contract resulting from this solicitation, the insurance requirements of this document, as applicable. Proof thereof shall be supplied to OGS as required by this Section.

As applicable, insurance required by this solicitation or any Contract resulting from this solicitation shall name The People of the State of New York, its officers, agents, and employees as additional insureds hereunder (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number CG 20 26 11 85 or the equivalent). Specifically, the additional insured requirement does not apply to Workers' Compensation, Disability or Professional Liability coverage.

Section 2. Insurance Requirements

Bidders and Contractors shall obtain and maintain in full force and effect, at their own expense, the following insurance with limits not less than those described below, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

1. Commercial General Liability Insurance

Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01 01 96, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$2,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$2,000,000

Coverage shall include, but not be limited to, the following:

- Premises liability;
- Independent contractors;
- Blanket contractual liability, including tort liability of another assumed in a contract;
- Defense and/or indemnification obligations, including obligations assumed under this contract;
- Cross liability for additional insureds;
- Products/completed operations for a term of no less than three (3) years, commencing upon acceptance of the work, as required by the contract;
- Explosion, collapse and underground hazards; and
- Contractor means and methods.

The following ISO forms must be endorsed to the policy:

- CG 00 01 01 96 or an equivalent Commercial General Liability Coverage Form;
- CG 20 10 11 85 or an equivalent- Additional Insured-Owner, Lessees or Contractors (Form B); and
- Waiver of Subrogation Endorsement.

Limits may be provided through a combination of primary and umbrella/excess liability policies.

2. Comprehensive Business Automobile Liability Insurance

Comprehensive Business Automobile Liability Insurance with a limit of not less than \$2,000,000.00 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.

Waiver of Subrogation. Contractor shall cause to be included in each of the above referenced policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against OGS, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against OGS or (ii) any other form of permission for the release of OGS. A Waiver of Subrogation Endorsement shall be provided upon tentative award, and thereafter, within three (3) days of request.

3. Professional/Technology Errors and Omissions/Cyber Liability

Professional Liability Technology Errors and Omissions or Cyber Liability insurance in the amount of not less than \$10,000,000 for damages arising from computer related services including the following: consulting, data processing, programming, system integration, software development, installation, distribution or maintenance, systems analysis or design, training, staffing or other support services, any electronic equipment, computer hardware or software developed, manufactured, distributed, licensed, marketed or sold, cloud computing services, acts, errors or omissions, neglect, or breach of duty to protect the security and confidentiality of nonpublic proprietary corporate information, and personally identifiable nonpublic information (i.e., medical, financial, or personal in nature in electronic or non-electronic form), and cyber theft

4. Crime Insurance

- Policy Limit \$5,000,000
- The policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- The policy shall include coverage for third party fidelity including cyber theft if not provided as part of Cyber Liability and name the State of New York as loss payee.
- The policy shall include coverage for extended theft and mysterious disappearance.
- The policy shall not contain a condition requiring an arrest and conviction.
- Policies shall be endorsed to provide coverage for computer crime/fraud.

Section 3. Workers' Compensation Insurance and Disability Benefits Requirements

New York State Workers' Compensation Law (WCL) §57 & §220 requires the heads of all municipal and state entities to ensure that businesses applying for permits, licenses or contracts, document that they have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals, whether the governmental agency is having the work done or is simply issuing the permit, license or contract. Failure to provide proof of such coverage or a legal exemption will result in a rejection of a bid or renewal. A Bidder may not be awarded a Contract unless proof of workers' compensation and disability insurance is provided to OGS.

1. Proof of Compliance with Workers' Compensation Coverage Requirements:

An ACORD form (certificate of insurance) is NOT acceptable proof of workers' compensation coverage. In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to workers' compensation coverage, a Bidder/Contractor shall:

- A. Be legally exempt from obtaining Workers' Compensation insurance coverage; or
- B. Obtain such coverage from an insurance carrier; or
- C. Be a Workers' Compensation Board-approved self-insured employer or participate in an authorized self-insurance plan.

A Bidder seeking to enter into a Contract with the State of New York shall provide one of the following forms to OGS at the time of bid submission, and thereafter, within three (3) days of request:

- A. Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers' Compensation Board's website (www.wcb.ny.gov); (Reference applicable RFP and Group #s on the form.);
- B. Certificate of Workers' Compensation Insurance:
 - 1) Form C-105.2 (9/07) if coverage is provided by the Bidder/Contractor's insurance carrier, the Bidder/Contractor must request that its insurance carrier send this form to OGS, or
 - 2) Form U-26.3 if coverage is provided by the State Insurance Fund, the Bidder/Contractor must request that the State Insurance Fund send this form to OGS;
- C. Form SI-12, Certificate of Workers' Compensation Self-Insurance available from the New York State Workers' Compensation Board's Self-Insurance Office; or
- D. Form GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance available from the Bidder/Contractor's Group Self-Insurance Administrator.

2. Proof of Compliance with Disability Benefits Coverage Requirements:

In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to disability benefits, a Bidder/Contractor shall:

- A. Be legally exempt from obtaining disability benefits coverage; or
- B. Obtain such coverage from an insurance carrier; or
- C. Be a Board-approved self-insured employer.

A Bidder seeking to enter into a Contract with the State of New York shall provide one of the following forms to OGS at the time of bid submission and thereafter, within three (3) days of request:

- A. Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers' Compensation Board's website (www.wcb.ny.gov); (Reference applicable RFP and Group #s on the form.);
- B. Form DB-120.1, Certificate of Disability Benefits Insurance. The Bidder/Contractor must request that its insurance carrier send this form to OGS; or
- C. Form DB-155, Certificate of Disability Benefits Self-Insurance. The Bidder/Contractor must call the Board's Self-Insurance Office at 518-402-0247 to obtain this form.

Proof of coverage or an exemption shall be submitted to The New York State Office of General Services, New York State Procurement, Corning Tower- 38th Floor, Empire State Plaza, Albany, NY 12242.

Attachment 7 – NYS Required Certifications

1.1 NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Section 165 of the State Finance Law, the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either (answer yes or no to one or both of the following, as applicable):

- 1. have business operations in Northern Ireland No Yes, and if yes:
- 2. shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of compliance with such principles. No Yes

1.2 NON-COLLUSIVE BIDDING CERTIFICATION

In accordance with Section 139-d of the State Finance Law, by submitting its bid each bidder and each person signing on behalf of any other bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

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

In the event that the Bidder is unable to certify as stated above, the Bidder shall provide a signed statement which sets forth in detail the reasons why the Bidder is unable to furnish the certificate as required in accordance with State Finance law §139-d(1)(b).

1.3 IRAN DIVESTMENT ACT

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies 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" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should OGS receive information that a person (as defined in Section 165-a in the State Finance Law) is in violation of the above-referenced certifications, OGS 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 OGS shall take such action as may be appropriate and provided for by law, rule or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

OGS 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 an entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

1.4 DIESEL EMISSION REDUCTION ACT

Pursuant to N.Y. Environmental Conservation Law §19-0323 of the (“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 contract vendors “on behalf of” State agencies and public authorities and require certain reports from contract vendors. All heavy duty diesel vehicles must have BART by December 31, 2015 (unless further extended by 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 NYECL §19-0323, to be used under this contract, will comply with the specifications and provisions of NYECL §19-0323, and 6 NYCRR Parts 248 and 249.

By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this Attachment 7 and that all information provided is complete, true and accurate.

Bidder’s Federal Tax Identification Number: <i>(Do Not Use Social Security Number)</i>		NYS Vendor Identification Number: <i>(See “New York State Vendor File Registration” clause)</i>		
Legal Business Name of Company				
D/B/A - Doing Business As (if applicable):				
Street	City	State	County	Zip Code
Bidder’s Signature			Printed or Typed Name	
Title			Date	

May 2014

Attachment 8 - Encouraging Use of NYS Businesses in Contract Performance

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York’s infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor’s optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State’s economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Bidders/proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:

1. Will New York State Businesses be used in the performance of this contract? No Yes
2. If yes, identify New York State Business(es) that will be used; (Attach identifying information).

Bidder’s Federal Tax Identification Number: <i>(Do Not Use Social Security Number)</i>	NYS Vendor Identification Number: <i>(See “New York State Vendor File Registration” clause)</i>			
Legal Business Name of Company				
D/B/A - Doing Business As (if applicable):				
Street	City	State	County	Zip Code
Bidder’s Signature			Printed or Typed Name	
Title			Date	



Group 73600 – Solicitation 22802
Information Technology Umbrella Contracts – Manufacturer Based (Statewide)

Attachment 9 – Equal Employment Opportunity Staffing Plan

SUBMIT WITH BID OR PROPOSAL or within a reasonable time thereafter as requested by OGS, but prior to Contract Award.

Solicitation No.: 22802	Reporting Entity: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	Report includes Contractor's <input type="checkbox"/> Contractor's work force to be utilized on this contract <input type="checkbox"/> Contractor's total work force <input type="checkbox"/> Subcontractor's work force to be utilized on this contract <input type="checkbox"/> Subcontractor's total work force
Contractor/Subcontractor's Name:		
Contractor/Subcontractor's Address:		
FEIN:		

Enter the total number of employees for each classification.

EEO Job Category	Total Work Force	Work force by Gender		Work force by Race/Ethnic Identification													
		Total Male (M)	Total Female (F)	White (M) (F)	Black (M) (F)	Hispanic (M) (F)	Asian (M) (F)	American Indian or Alaskan Native (M) (F)	Veteran (M) (F)								
Executive/Senior level Officials & Managers																	
First/Mid level officials & Managers																	
Professionals																	
Technicians																	
Sales Workers																	
Administrative Support Workers																	
Craft Workers																	
Operatives																	

Laborers and Helpers																	
Service Workers																	
Totals																	

PREPARED BY (Signature):	TELEPHONE NO.:	DATE:
	EMAIL ADDRESS:	

NAME AND TITLE OF PREPARER (Print or Type):	Submit completed form to: NYS Office of General Services Corning Tower, 38th Floor Empire State Plaza Albany, NY 12242
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General instructions: Contact the Designated Contact(s) for the solicitation if you have any questions. **All Offerors** must complete an EEO Staffing Plan (EEO 100) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's total work force, the Offeror shall complete this form for the contractor's total work force. Subcontractors awarded a subcontract over \$25,000 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 must complete this form upon request of OGS.

Instructions for completing:

1. Enter the Solicitation Number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and enter under the heading "Work force by Gender."
6. Break down the total work force by race/ethnic background and enter under the heading "Work force by Race/Ethnic Identification." Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

WHITE - (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

BLACK - A person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.

HISPANIC - A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

ASIAN & PACIFIC ISLANDER - A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

AMERICAN INDIAN OR ALASKAN NATIVE (Not of Hispanic Origin) - A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.



MWBE UTILIZATION PLAN

Contract No.: _____

INSTRUCTIONS: This form must be submitted with any bid, proposal, response to request for qualifications or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award as required in the IFB, RFP or RFQ. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (MWBE) under the contract. Attach additional sheets if necessary.

Contractor's Name, Address and Telephone No.	Contract Description Location (Region)	MWBE Goals In Contract MBE ____ % WBE ____ %
Federal Identification No.		

Certified M/WBE Subcontractors/Suppliers Name, Address, Telephone No, E-mail Address	Federal ID. No.	NYS ESD CERTIFIED		Detailed description of Work (Attach additional sheets if necessary)	Dollar Value of Subcontracts/ supplies/ services and intended performance dates of each component of the contract
		MBE	WBE		
		<input type="checkbox"/>	<input type="checkbox"/>		
		<input type="checkbox"/>	<input type="checkbox"/>		
		<input type="checkbox"/>	<input type="checkbox"/>		

IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, CONTRACTOR MUST SUBMIT A REQUEST FOR WAIVER (Form MWBE 101/BDC 333)

Submission of this form constitutes the contractor's acknowledgement and agreement to comply with the M/WBE requirements set forth under NYS Executive Law, Article 15-A and 5 NYCRR Part 142. Failure to submit complete and accurate information may result in a finding of noncompliance or rejection of the bid/proposal and/or suspension or termination of the contract.

Prepared By (Signature)	Email Address
Name and Title of Preparer (Print or Type)	Telephone No. Date

FOR MWBE USE ONLY

Reviewed By				Date
Utilization Plan Approved <input type="checkbox"/> Yes <input type="checkbox"/> No				Date
Contract No.	Project No. (If applicable)	Contract Award Date	Estimated Completion Date	Contract Amount Obligated
Notice of Deficiency Issued <input type="checkbox"/> Yes <input type="checkbox"/> No	Date	Description of Work		
Notice of Acceptance Issued <input type="checkbox"/> Yes <input type="checkbox"/> No	Date			

Contractor Name	
Federal ID Number	
NYS Vendor ID Number	
Date Report Submitted	
Contractor Contact Name	
Contact Phone Number	
Contact Email	
NYS Contract Number	
Group Number	73600
Quarter Ending	

Instructions: Contractor shall furnish OGS a report of all sales provided under the Contract on a quarterly basis, no later than 15 calendar days following the end of each quarter (July 1, October 1, January 1, April 1) utilizing "Report of Contract Sales" template. Purchases by Non-State Agencies, political subdivisions and others authorized by law shall be reported in the same report and indicated as required. All fields of information shall be accurate and complete. The report is to be submitted electronically in Microsoft Excel format unprotected, via e-mail to the attention of the designated OGS New York State Procurement (NYSPRO) Contract Administrator and shall reference the Group Number, Award Number, Contract Number, Sales Period, Contractor's Name and all other fields required. OGS reserves the right to amend the "Report of Contract Sales" template or to require sales to be reported in a different format. Further, additional related sales information and/or detailed Authorized User purchases may be required by OGS and must be supplied upon request.

