

State of New York Executive Department  
Office Of General Services  
Procurement Services Group  
Corning Tower Building - 38th Floor  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.ny.gov>

**CONTRACT AWARD NOTIFICATION**  
**Revised 11/10/2011**

|                                |   |   |
|--------------------------------|---|---|
| <b>Title</b>                   | : | <b>Group 77200 Public Safety Ancillary Equipment and Accessories (Statewide)</b><br><b>Classification Code(s): 32, 43, 46, and 92</b> |
| <b>Award Number</b>            | : | <a href="#"><u>21390</u></a>  |
| <b>Contract Period</b>         | : | <b>December 10, 2009 to December 9, 2019</b>  |
| <b>Bid Opening Date</b>        | : | <b>April 23, 2009</b>   |
| <b>Date of Issue</b>           | : | <b>December 11, 2009</b>  |
| <b>Specification Reference</b> | : | <b>As Incorporated In The Award</b>   |
| <b>Contractor Information</b>  | : | <b>Appears on Page 16 of this Award</b>   |

**Address Inquiries To:**

| <b>State Agencies &amp; Vendors</b>   | <b>Political Subdivisions &amp; Others</b>   |
|---|--|
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**The Procurement Services Group values your input.**  
**Complete and return "Contract Performance Report" at end of document.**

**Description**

PUBLIC SAFETY EQUIPMENT AND ACCESSORIES

PR # 21390

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**SCOPE:**

The Office of General Services, Procurement Services Group has established comprehensive catalog contracts for Public Safety Ancillary Equipment and Accessories. Public Safety Ancillary Equipment and Accessories include but are not limited to:

- A. Radio dispatch consoles,
- B. Dispatch console furniture,
- C. Interoperability systems, and
- D. Fire station alerting systems, and
- E. Other supplemental systems for public safety and public service agencies to support their critical missions.

Multiple contracts for the purchase and installation of equipment were awarded to responsive, responsible, and compliant Bidders within each LOT, for separate LOTS, any combination of LOTS, or all LOTS, either Statewide or by Region. These awards were determined on the basis of best value.

The original term of the contract(s) will be ten (10) years commencing on the date of approval by the New York State Comptroller effective upon mailing by OGS with an allowance for annual termination after an initial five-year period. The State has the right to terminate contract(s) early for: (i) unavailability of funds; (ii) cause; or (iii) convenience. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of five (5) years. Periodic Recruitment provisions apply to this RFP.

Contracts awarded as a result of RFP 21390 are for Authorized Users of New York State contracts, which include New York State Agencies and others authorized by law (see NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS). Accordingly, references to the State and its Agencies as users under this contract encompass and include other users such as these entities.

In addition, maintenance services for systems/equipment not purchased from contracts established for Public Safety Ancillary Equipment as a result of RFP 21390 may be purchased (see MAINTENANCE OF EQUIPMENT NOT PURCHASED FROM CONTRACTS AWARDED AS A RESULT OF RFP 21390).

**LOTS:**

Catalog contracts were awarded based on the following LOTS:

- LOT 1: **Interoperability Systems**
- LOT 2: **Radio Dispatch Consoles**
- LOT 3: **Dispatch Console Furniture**
- LOT 4: **Fire Station Alerting Systems**
- LOT 5: **Logging Recorders and Instant Recall Recorders**
- LOT 6: **In-Building Communications Systems**
- LOT 7: **Portable Repeaters**
- LOT 8: **Vehicular Repeaters**

**REGIONS:**

Contracts were awarded based on the following regions:

|          |             |  |
|----------|-------------|--|
| Region 1 | Long Island | Nassau<br>Suffolk  |
| Region 2 | New York    | Bronx<br>Kings<br>New York<br>Queens<br>Richmond<br>Westchester<br>Rockland  |
| Region 3 | Ulster      | Orange<br>Sullivan<br>Ulster<br>Dutchess<br>Putnam   |
| Region 4 | Albany      | Albany<br>Columbia<br>Delaware<br>Fulton<br>Greene<br>Montgomery<br>Otsego<br>Rensselaer<br>Schenectady<br>Schoharie |
| Region 5 | Adirondack  | Clinton<br>Essex<br>Franklin<br>Hamilton<br>Saratoga<br>Warren<br>Washington   |
| Region 6 | Syracuse    | Cayuga<br>Herkimer<br>Jefferson<br>Lewis<br>Madison<br>Oneida<br>Onondaga<br>Oswego<br>St. Lawrence                  |

|          |              |  |
|----------|--------------|--|
| Region 7 | Finger Lakes | Broome<br>Chemung<br>Chenango<br>Cortland<br>Livingston<br>Monroe<br>Ontario<br>Schuyler<br>Seneca<br>Steuben<br>Tioga<br>Tompkins<br>Wayne<br>Yates |
| Region 8 | Buffalo      | Allegany<br>Cattaraugus<br>Chautauqua<br>Erie<br>Genesee<br>Niagara<br>Orleans<br>Wyoming  |

**APPENDIX A:**

Appendix A, Standard Clauses For New York State Contracts, dated August 28, 2009, attached hereto, is hereby expressly made a part of these Contracts as fully as if set forth at length herein.

**APPENDIX B:**

Appendix B, Office of General Services General Specifications, dated August 28, 2009, attached hereto, is hereby expressly made a part of these Contracts as fully as if set forth at length herein and shall govern any situations not covered by the following Contracts resulting from RFP 21390 or Appendix A.

**RFP 21390:**

RFP 21390, Public Safety Ancillary Equipment and Accessories, revised August 28, 2009, attached hereto, is hereby expressly made a part of any Contracts awarded as fully as if set forth at length herein and shall govern any situations not covered by this Contract resulting from Appendix B or Appendix A.

**A complete copy of RFP 21390 and the applicable versions of Appendix A and Appendix B can be found by accessing the link located on the contract summary page.**

## **CIO/OFT PLAN TO PURCHASE POLICY:**

New York State agencies are reminded that they **must** submit a Notification of Plan to Procure Technology Form (PTP) to the Office For Technology (OFT) for approval prior to purchasing Public Safety Ancillary Equipment. For additional information about the CIO/OFT's PTP process, please visit their website at:

<http://www.oft.state.ny.us/policy/NYS-P08-001.pdf>

## **PROCUREMENT CONTRACT FEE:**

State Finance Law §163-c (added by Part F of Chapter 56 of the Laws of 2008), imposes a centralized procurement contract fee (procurement fee) for centralized contracts for the purchase of commodities, services and technology awarded and administered by the Commissioner of General Services. The procurement fee is equal to one half of one percent (0.005) of the price of the commodity, service or technology sold by the contractor. The pricing offered by Contract holders under Award 21390 for products and labor is inclusive of the fee. The procurement fee shall be paid by the contractor based on total sales made by Authorized Users of centralized contracts.

## **NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:**

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

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

## **EXTENSION OF USE:**

Any contract(s) resulting from proposal solicitation(s) for RFP 21390 may be extended to additional states or government jurisdictions upon mutual written agreement between New York State (the lead contract State) and the Contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extension.

**TERM OF CONTRACT:**

The term of the Contract shall be for a period of ten (10) years with an allowance for annual termination after an initial five-year period commencing upon approval by OSC. The contract term related to equipment maintenance will be in effect for five (5) years after the original equipment contract termination. Note that the contract term for the acquisition of maintenance services as further defined below differs in length from the contract term as indicated above. The Contractor's authority to sell systems shall expire upon the termination of the purchase portion of the Contract as indicated above even though authorized users will be able to acquire maintenance past the contract expiration date.

**TERMINATION OF CONTRACT:**

Please refer to Appendix B, Clause 60 for the circumstances permitting Termination for Cause and Termination for Convenience.

**STOP WORK ORDER:**

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

**SUSPENSION OF CONTRACT SERVICES:**

REFER TO APPENDIX B, ITEM 59 FOR COMPLETE DETAILS.

**OVERLAPPING CONTRACT ITEMS:**

Products/services available in the resulting contract may also be available from other New York State contracts. Contract users will be advised to select the most cost effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection.

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

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

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

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

### **SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:**

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

### **MINORITY AND WOMEN-OWNED BUSINESS PARTICIPATION:**

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

a. **Equal Employment Opportunity Requirements**

By submission of a bid or proposal in response to RFP 21390, the Offerer agreed with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The contractor is required to ensure that the provisions of Appendix A clause 12 – Equal Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.

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

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

### **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.

## **RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:**

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

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

### **NOTE TO AUTHORIZED USERS:**

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions of contracts awarded as a result of the Public Safety Ancillary Equipment and Accessories RFP, revised August 28, 2009 (See the "RFP 21390" section in this document). The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

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

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

**Contracts issued as a result of RFP 21390 contain "not to exceed pricing" and Authorized Users should always seek better pricing when issuing a purchase order.**

### **PURCHASE ORDER PREPARATION:**

#### *PURCHASE ORDERS:*

See "Purchase Orders", Appendix B, item 44 of the OGS General Specifications.

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

*PURCHASE DECISION POINTS:*

Most of the systems available from the Public Safety Ancillary Equipment contract(s) will:

- Require a substantial financial commitment,
- Employ highly complex technology
- Require a large amount of dedicated work hours
- Can contain additional costs depending on requirements for peripheral systems, electronic equipment and other needs

Because of these factors it is recommended that authorized users:

- Meet with their internal support team, and the eventual users of any equipment or system,
- Take advantage of any resources offered by the contract holder
- Seek professional implementation advice and support if required.
- Contact the NYS Office For Technology (OFT) for guidance and support

*LIST ALL REQUIREMENTS:*

Authorized Users are responsible for listing all product or system requirements, including at a minimum:

- The details of any maintenance requirements
- Implementation schedule requirements
- Training requirements
- Payment schedule,
- Any other items germane to the procurement.

This will ensure that Authorized Users receive the products or services required and contract holders are aware of their responsibilities.

**CONTRACT PAYMENTS:**

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

**ELECTRONIC PAYMENTS:**

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

## **NEW YORK STATE PROCUREMENT CARD:**

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

The following Contractors will accept the New York State Procurement Card for orders up to \$15,000.00:

1. Communications Applied Technologies, Inc.
2. Hello Alert, Inc.
3. Motorola Solutions
4. Mutualink\*
5. Zetron

\*Note: Mutualink offered an additional discount of 2.5%. All other contract holders offered no additional discounts.

## **DELIVERY AND INSTALLATION:**

Delivery shall be made thirty calendar days after receipt of a purchase order by the Contractors for LOTS 1 (vehicle-installed and portable/field deployable equipment only), 7, and 8 except for the following:

- Motorola Solutions LOT 7, 90 calendar days after receipt of the purchase order
- Motorola Solutions LOT 8, 90 calendar days after receipt of the purchase order

Motorola Solutions stated that the products for LOTS 7 and 8 have to be manufactured to meet the customers’ specific frequency needs.

For infrastructures or equipment installed at fixed sites, the Contractor shall deliver, install, and program the system according to a schedule, which is mutually acceptable to both parties after receipt of a purchase order.

## **LICENSING:**

No radio equipment shall be placed into service by any State Agency or Political Subdivision unless the organization obtaining the equipment has in effect an FCC license authorizing the quantity, frequency, and power requested. It shall be the Authorized User’s responsibility to establish that the license is in effect prior to placing the radio equipment purchased under this contract into service.

**INFORMATION SECURITY BREACH AND NOTIFICATION ACT:**

Section 208 of the State Technology Law (STL) and Section 899-aa of the General Business Law (GBL) require that State entities and persons or businesses conducting business in New York who own or license computerized data which includes private information including an individual's unencrypted personal information plus one or more of the following: social security number, driver's license number or non-driver ID, account number, credit or debit card number plus security code, access code or password which permits access to an individual's financial account, must disclose to a New York resident when their private information was, or is reasonably believed to have been, acquired by a person without valid authorization. Disclosure of breach of that private information to all individuals affected or potentially affected must occur in the most expedient time possible without unreasonable delay, after necessary measures to determine the scope of the breach and to restore integrity, but with delay if law enforcement determines it impedes a criminal investigation. When notification is necessary, the State entity or person or business conducting business in New York must also notify the following New York State agencies: the Attorney General, the Office of Cyber Security & Critical Infrastructure Coordination (CSCIC) and the Consumer Protection Board (CPB). Information relative to the law and the notification process is available at: <http://www.cscic.state.ny.us/security/securitybreach/>

**NYS DEPARTMENT OF LABOR PREVAILING WAGE RATE SCHEDULES:**

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

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

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

**MAINTENANCE OF EQUIPMENT NOT PURCHASED FROM CONTRACTS AWARDED AS A RESULT OF RFP 21390:**

Contract Holders may offer maintenance services for systems/equipment not purchased from contracts established as a result of the Public Safety Ancillary Equipment and Accessories RFP under the following conditions:

1. Authorized Users are allowed to purchase replacement parts and monthly maintenance for systems/equipment purchased outside of the Award 21390, if the replacement parts and monthly maintenance rates for the systems/equipment are on the Contractor's NYS Net Price sheets. See bullet # 3.
2. Authorized Users would be allowed to purchase Time and Material maintenance for any products manufactured by the manufacturer, even if the specific product is not on the Contractor's NYS Net Price Sheets. See bullet #3.
3. The Contractor would be required to establish maintenance rates at or below the rates listed on their NYS Net Price Sheets and add to the contract prior to sale via the contract update procedures.
4. Contractors are not obligated to provide the Authorized Users maintenance service for systems/equipment not purchased from the NYS Public Safety Ancillary Equipment Contracts.
5. The Contractor will inspect the system/equipment to make a determination as to whether or not they wish to provide the Authorized User maintenance. Any rates for the inspection service will be at or below the hourly or per inspection rates listed on the Contractors' NYS Net Price Sheets. Contractors may refuse to offer maintenance on previously purchased equipment due to age, condition, availability of parts, etc.
6. The availability of maintenance services for systems/equipment not purchased from contracts established as a result of RFP 21390 will end at the same time as the maintenance contracts for systems/equipment purchased under Award 21390. (see section SCOPE above)

### **PRICING/LABOR RATES:**

All net prices **INCLUDE** all applicable shipping and handling (refer to Appendix B, item 47b, Shipping/Receipt of Product), insurance, customs duties and charges, and associated delivery charges and such charges are included in the discount.

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

**The “not to exceed” rates for the Contractors are posted on the OGS website. There is a NYS Net Price Sheet for each Contractor and LOT/Option awarded. NYS Net Pricing is not included in the Award Notification. Click on the following link to access the table with the Contractors’ information and links to their NYS Net Price Sheets:**

<http://www.ogs.ny.gov/purchase/snt/awardnotes/7720021390Prices.pdf>

## **PRICE SHEETS AND CATALOGS:**

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

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

## **CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITIES:**

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

The Contractor and its representatives must work in harmony, cooperation and coordination with existing trade unions.

Contractors are encouraged to subcontract with companies certified as minority or women-owned enterprises. A list of New York State registered minority and women-owned business enterprises is available through the OGS MWBE Office (see MINORITY AND WOMEN-OWNED BUSINESS PARTICIPATION).

## **SOFTWARE LICENSE AGREEMENTS:**

Contractors are not permitted to sign or agree to any Software License Agreement for the purchase, maintenance, installation, or systems integration of software for any contract issued under Group 77200, Award 21390. Agreeing to any Software License Agreement would violate Appendix B, Item 78.

## **REFERENCES:**

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

- Company name
- Address
- Telephone number
- Hours of operation
- Contact person
- E-mail address
- Description of equipment provided and any other pertinent information necessary to verify that a bidder possesses the knowledge and experience to meet the terms and conditions of a contract resulting from this RFP

If required, Authorized Users may utilize the forms in Attachment 2 of this document.

## **NYS WORKER'S COMPENSATION/DISABILITIES BENEFITS INSURANCE REQUIREMENTS:**

If an employee of a contractor or subcontractor performs any work (e.g. installing, integration, or maintaining equipment) physically inside New York State, they are required to obtain a NYS Worker's Compensation Policy. If a contractor/subcontractor performs work inside New York for a cumulative total of 30 days per year, they are required to obtain NYS Disability Benefits Insurance.

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

[http://www.wcb.state.ny.us/content/ebiz/icempcovsearch/icempcovsearch\\_overview.jsp](http://www.wcb.state.ny.us/content/ebiz/icempcovsearch/icempcovsearch_overview.jsp)

Authorized Users should also use the following link to verify that the contractor or subcontractor is exempt from the required NYS Worker's Compensation and Disability Benefits Insurance:

[http://www.wcb.state.ny.us/content/ebiz/wc\\_db\\_exemptions/wc\\_db\\_exemptions.jsp](http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp)

**LIST OF CONTRACTORS:**

| <b><u>CONTRACT #</u></b> | <b><u>CONTRACTOR &amp; ADDRESS</u></b>   | <b><u>CONTRACT PERIOD</u></b> | <b><u>FED. IDENT. #</u></b>               |
|--------------------------|--|-------------------------------|---|
| PT64772                  | Communications Applied Technology, Inc.<br>11250-14 Roger Bacon Dr.<br>Reston, VA 20190-5202 | 12/10/2009 – 12/09/2019       | 54-1215868<br>NYS Vendor ID #: 1000044952 |
| PT64773                  | Evans Consoles Incorporated<br>1577 Spring Hill Road<br>Vienna, VA 22182-2233                | 12/10/2009 – 12/09/2019       | 93-1118833<br>NYS Vendor ID #: 1000049176 |
| PT64774<br>SBE<br>NYS    | Hello Alert Inc. .<br>206-A E. Main St<br>Babylon NY 11702                                   | 12/10/2009 – 12/09/2019       | 20-0368439<br>NYS Vendor ID: 1000041894   |
| PT64838                  | Motorola Solutions, Inc.<br>5 Paragon Drive, Suite 200<br><br>Montvale, NJ 07645             | 12/10/2009 – 12/09/2019       | 36-1115800<br>NYS Vendor ID #: 1000031408 |
| PT64775                  | Mutualink<br>1269 South Broad Street<br>Wallington, CT 06192                                 | 12/10/2009 – 12/09/2019       | 14-1999711<br>NYS Vendor ID #: 1000020064 |
| PT64776                  | Zetron, Inc.<br>P.O. Box 97004<br>Redmond, WA 98073-9704                                     | 12/10/2009 – 12/09/2019       | 91-1121292<br>NYS Vendor ID #: 1000019592 |

**VALUE ADDED RESELLERS (VARs):**

**The Authorized Dealers/Service Locations for the Contractors are posted on the OGS website. There is an Authorized Dealers/Service Locations List for each Contractor. Authorized Dealers/Service Locations Lists are not included in the Award Notification. Click on the following link to access the table with the Contractors' information and links to their Authorized Dealers/Service Locations Lists:**

<http://www.ogs.ny.gov/purchase/snt/awardnotes/7720021390Prices.pdf>

**INDEX OF AWARDS (LOTS & REGIONS):**

Notes:

1. See the section titled “List of Contractors” for complete contractor contact information.

Please see below a chart of the LOTS and Regions awarded to each contractor for Public Safety Ancillary Equipment and Accessories.

|   | <u><b>CONTRACT HOLDER</b></u>            | <u><b>Contract #</b></u> | <u><b>Lot 1</b></u>  | <u><b>Lot 2</b></u>  | <u><b>Lot 3</b></u>  | <u><b>Lot 4</b></u>       | <u><b>Lot 5</b></u>      | <u><b>Lot 6</b></u> | <u><b>Lot 7</b></u>   | <u><b>Lot 8</b></u>  |
|---|--|--------------------------|----------------------|----------------------|----------------------|---------------------------|--------------------------|---------------------|-----------------------|----------------------|
|   |  |                          | <i>Interop. Sys.</i> | <i>Radio Console</i> | <i>Console Furn.</i> | <i>Fire Station Alert</i> | <i>Log Rec &amp; IRR</i> | <i>In-Blg Comm</i>  | <i>Port. Repeater</i> | <i>Veh. Repeater</i> |
| 1 | <u>Communications-Applied Technology</u> |                          | SW                   |                      |                      |                           |                          |                     |                       |                      |
| 2 | <u>Evans Consoles, Inc.</u>              |                          |                      |                      | SW                   |                           |                          |                     |                       |                      |
| 3 | <u>Hello Alert, Inc.</u>                 |                          |                      | 1,2,3,8              |                      |                           |                          |                     |                       |                      |
| 4 | <u>Motorola Solutions, Inc.</u>          |                          | SW                   |                      | SW                   | SW                        | SW                       |                     | SW                    | SW                   |
| 5 | <u>Mutualink, Inc.</u>                   |                          | SW                   |                      |                      |                           |                          |                     |                       |                      |
| 6 | <u>Zetron, Inc.</u>                      |                          |                      | SW                   | SW                   | SW                        | SW                       |                     |                       |                      |

The term “SW” means Statewide indicating a contract holder is awarded the entire State for a specific Lot(s).

**ATTACHMENT ONE: OGS CONTRACT PERFORMANCE REPORT:**

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

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

**Contract No.:** \_\_\_\_\_ **Contractor:** \_\_\_\_\_

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

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

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

**CONTRACTOR**

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

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (over)

Agency: \_\_\_\_\_ Prepared by: \_\_\_\_\_  
 Address: \_\_\_\_\_ Title: \_\_\_\_\_  
 \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ Phone: \_\_\_\_\_  
 \_\_\_\_\_ E-mail: \_\_\_\_\_

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

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

**ATTACHMENT TWO: PROJECT REFERENCES:**

**PROJECT REFERENCES / CLIENT INFORMATION**

Authorized Users' may require Contractors to Furnish References. The following forms contain all required information for References.

**(1) Reference Company Name:** \_\_\_\_\_

Company Location:

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Phone Number: (\_\_\_\_\_) \_\_\_\_\_

Fax Number: (\_\_\_\_\_) \_\_\_\_\_

Hours of Operation: \_\_\_\_\_

Main Contact Person: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Installation Date: \_\_\_\_\_

Contract Term: \_\_\_\_\_

Manufacturer of System Supplied: \_\_\_\_\_ Model of System Supplied \_\_\_\_\_

Type of Services Supplied: \_\_\_\_\_

Location of service center maintaining system: \_\_\_\_\_

**(2) Reference Company Name:** \_\_\_\_\_

Company Location:

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Phone Number: (\_\_\_\_\_) \_\_\_\_\_

Fax Number: (\_\_\_\_\_) \_\_\_\_\_

Hours of Operation: \_\_\_\_\_

Main Contact Person: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Installation Date: \_\_\_\_\_

Contract Term: \_\_\_\_\_

Manufacturer of System Supplied: \_\_\_\_\_ Model of System Supplied \_\_\_\_\_

Type of Services Supplied: \_\_\_\_\_

Location of service center maintaining system: \_\_\_\_\_

(3) Reference Company Name: \_\_\_\_\_

Company Location:

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Phone Number: (\_\_\_\_\_) \_\_\_\_\_

Fax Number: (\_\_\_\_\_) \_\_\_\_\_

Hours of Operation: \_\_\_\_\_

Main Contact Person: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Installation Date: \_\_\_\_\_

Contract Term: \_\_\_\_\_

Manufacturer of System Supplied: \_\_\_\_\_ Model of System Supplied \_\_\_\_\_

Type of Services Supplied: \_\_\_\_\_

Location of service center maintaining system: \_\_\_\_\_

**(4) Reference Company Name:** \_\_\_\_\_

Company Location:

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Phone Number: (\_\_\_\_\_) \_\_\_\_\_

Fax Number: (\_\_\_\_\_) \_\_\_\_\_

Hours of Operation: \_\_\_\_\_

Main Contact Person: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Installation Date: \_\_\_\_\_

Contract Term: \_\_\_\_\_

Manufacturer of System Supplied: \_\_\_\_\_ Model of System Supplied \_\_\_\_\_

Type of Services Supplied: \_\_\_\_\_

Location of service center maintaining system: \_\_\_\_\_

**GROUP 77200 Public Safety Ancillary Equipment and Accessories**  
**AWARD 21390 Procurement Services Group**