

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.state.ny.us>

CONTRACT AWARD NOTIFICATION

| | | |
|--------------------------------|----------|---|
| Title | : | Group 77201 Security Systems & Solutions (Statewide) Classification Code(s): 32, 43, 46, 92 |
| Award Number | : | <u>20191</u> (Replaces Awards PGB-01057, PGB-19110, PGB-18735, PGB-3711, PGB-4509, 02204, PGB-02360, PGB-02455, PGB-02456, C-4476) |
| Contract Period | : | August 27, 2007 through August 26, 2012 |
| Bid Opening Date | : | April 19, 2006 |
| Date of Issue | : | August 27, 2007 |
| Specification Reference | : | As Incorporated In The RFP |
| Contractor Information | : | Appears on Page 13 of this Award |

Address Inquiries To:

| State Agencies & Vendors | Political Subdivisions & Others |
|---|--|
| Name : Joseph Better Title : Purchasing Officer 1 Phone : 518-474-7101 Fax : 518-486-6867 E-mail : Joseph.better@ogs.state.ny.us | Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us |

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

Description

SECURITY SYSTEMS AND SOLUTIONS

PR # 20191

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Scope:

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

Contract(s) were awarded on the basis of best value to responsive, responsible, and compliant contractors within each LOT. Contracts were awarded both Statewide and by Region.

The contracts will be issued for a term of five (5) years and may be extended for up to two additional two-year periods and one additional one-year period. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years.

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

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

These contracts will be for Authorized Users of New York State contracts, which include New York State Agencies and others authorized by law (see NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS section). Accordingly, references to the State and its Agencies as users under these contracts encompass and include other users such as these entities.

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

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

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

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

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

APPENDIX A:

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

APPENDIX B-1:

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

PARTICIPATION IN CENTRALIZED CONTRACTS

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

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

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

EXTENSION OF USE

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

TERM OF CONTRACT

The term of the Contract will commence upon approval by the Office of State Comptroller and issuance by the Office of General Services and will continue for a period of five (5) years, and may be extended for up to two additional two year periods and one additional one year period. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years. The Contractor's authority to sell Security Systems and Solutions shall expire upon the termination of the purchase portion of the Contract as indicated above even though authorized users will be able to have maintenance continue past the contract expiration date.

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

TERMINATION OF CONTRACT

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

STOP WORK ORDER

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

CANCELLATION FOR CONVENIENCE

In addition to rights afforded in Appendix B-1 Clause 59, The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such

cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

NOTE TO CONTRACTOR

Cash Discount, If Shown, Should be Given Special Attention.
INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.

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

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

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

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

Article 15-A: Subcontractor Goals for Minority and Women-Owned Businesses:

For purposes of this contract(s), the following goals are established by Region: 4% for minority business enterprises (MBE) participation and 4% for women-owned business enterprises (WBE) participation.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

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

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

EPA ENERGY STAR PROGRAM

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

NOTE TO AUTHORIZED USERS:

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

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in the case of multiple awards for the same or similar equipment or systems, authorized users should contact contract holders to ensure they receive the best possible prices. Contracts issued as a result of RFP 20191 contain “not to exceed pricing” and authorized users should always seek better pricing when issuing a purchase order.

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

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

PURCHASE ORDER PREPARATION:

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

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

CONTRACT PAYMENTS:

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

The Contractor will submit an invoice after Acceptance or, in the case of “drop-ship” Products, after the Authorized User receives all the Products listed on the Purchase Order. If the invoice is issued before either of these actions, it is the Authorized User's responsibility to write a letter to the Contractor stipulating the requirement for Acceptance or receipt of Product to occur prior to invoicing. This will stop the clock for the application of State

Finance Law Article XI-A, item 15. After the receipt and/or Acceptance, all necessary Authorized User, OSC, etc. documents must be processed for payment of the invoice.

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

ELECTRONIC PAYMENTS:

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

NEW YORK STATE PROCUREMENT CARD:

See "Procurement Card" in Appendix B, OGS General Specifications.

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

1. ADT Security Services, Inc.
2. Johnson Controls, Inc.

PREVAILING WAGES

WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM

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

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.

ADJUSTMENTS TO THE PREVAILING WAGE RATE SCHEDULES

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

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

The contractor has the sole responsibility to submit a request for a price adjustment to the Office of General Services on the applicable anniversary date (new prevailing wage rate schedule, PRC# 2005007377, issued by Department of Labor) and shall provide a copy of both the original and new wage rate schedules and other supporting documentation necessary to support the increase or decrease. Should the contractor fail to submit adjusted invoices and/or supporting documentation within three (3) months after the applicable anniversary date, the contractor shall be deemed to have waived its right to any increase in price, but the State reserves the right to make the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

ADJUSTMENTS TO LABOR RATES NOT COVERED BY PREVAILING WAGE RATE SCHEDULES

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

PRICE SHEETS AND CATALOGS

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

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

INSTRUCTION MANUAL

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

PRICING

All net prices **INCLUDE** all applicable shipping and handling (refer to Appendix B-1, 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 include all travel and costs associated with accessing the installation site.

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

CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITIES

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

LIST OF CONTRACTORS:

| <u>CONTRACT #</u> | <u>CONTRACTOR & ADDRESS</u> | <u>TELEPHONE #</u> | <u>FED.IDENT.#</u> |
|-------------------|--|--|--------------------|
| PT63073 | ADT Security Systems, Inc. One Winners Circle Albany, NY 12205 | Toll Free (866)-241-5645 Phone: (518) 951-7348 Bill Bivona Fax: (518) 951-7394 BBivona@adt.com www.adt.com | 58-1814102 |
| PT61303 | Johnson Controls, Inc. Pine West Plaza Albany, NY 12205 | Toll Free (800) 950-9594 Phone: (518) 862-2650 John T. Cahill Fax: (518) 869-7812 Email: John.T.Cahill@jci.com | 39-0380010 |
| PT63104 | SimplexGrinnell, LP. 1399 Vischer Ferry Road Clifton Park, NY 12065 | Phone: (518) 952-6040 Anthony Morizio Fax Number: (518) 383-4708 Email: amorizio@tycoint.com www.simplexgrinnell.com | 58-2608861 |
| PT63105 | Metropolitan Data Solutions 535 Broadhollow Road, Suite B36 Melville, NY 11747 | Toll Free (887) 244-7995 Phone: (631) 761-7830 – ext 109 John Dankowitz Fax: (631)761-7838 Email: jdankowitz@mds-ltd.com www.mds-ltd.com | 11-3636486 |
| PT63106 WBE | Linstar, Inc. 430 Lawrence Bell Drive Buffalo, NY 14221 | Toll Free (800)655-5454 Phone: (716) 631-9200 Chuck Nieset Fax: (716) 631-2024 Email: chuckn@linstar.com www.linstar.com | 16-1559780 |
| PT63108 | Idesco Corp. 37 West 26 th Street New York, NY 10010 New York County | Phone: (212) 889-2530 Andrew Schonzeit Fax (212)-889-7033 Email: aschonzeit@idesco.com www.idesco.com | 13-0867868 |
| PT63109 | ComnetiX, Inc. 2872 Bristol Circle, Ste 100 Oakville, Ontario Canada L6H 6G4 | Toll Free: 888 357-7448 Phone: 905 829-9988 x258 Don Sutton Fax: 905 829-1944 Email: don.sutton@comnetix.com | 98-0488004 |

| | | | |
|---------|--|---|------------|
| PT63107 | Plastic Card Systems, Inc. 31 Pierce Street Northboro, MA 01532 Contact: Donald M. Axline | 800-742-2273 508-351-6210 508-351-6211 Fax Email: daxline@plasticard.net Website: www.plasticard.net | 04-2976003 |
| PT63198 | Identocard Systems Worldwide, Inc. 40 Citation Lane Lititz, PA 17543 Contact: Cindy Dorwart | 800-233-0298 717-569-5797 717-569-2390 Fax Email: cindy.dorwart@identocard.com Website: www.identocard.com | 20-4090527 |
| PT63200 | Siemens Building Technologies, Inc. 422 East Henrietta Road Rochester, NY 14620 Contact: Gerald Bensley | 800-578-1334 ext. 3126 585-797-2300 585-942-7773 Fax Email: gerald.bensley@siemens.com Website: www.sbt.siemens.com | 13-2762488 |
| PT63201 | Anixter, Inc. 325 Washington Avenue Albany, NY 12205 Contact: Paul Mentzer | 800-423-4249 518-218-1088 518-218-3110 Fax Email: paulmentzer@Anixter.com Website: www.Anixter.com | 36-2361285 |
| PT63202 | Communications Supply Corp. 140 Sunfield Ave. Edison, NJ 08837 Contact: Michael Maloney | 800-866-9473 732-246-1550 732-246-1750 Fax Email: mmaloney@gocsc.com Website: www.gocsc.com | 06-0961848 |

INDEX OF AWARDS (LOTS)

Notes:

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

Lot 1: Product Only

1. **Metropolitan Data Solutions***
 - a. **Regions Bid: 1-4**
2. **Linstar, Inc.***
 - a. **Regions Bid: 5-9**
3. **Idesco Corp.***
 - a. **Regions Bid: Statewide**
4. **Plastic Card Systems, Inc.**
 - a. **Regions Bid: Statewide**
5. **Identocard Systems Worldwide, Inc.**
 - a. **Regions Bid: Statewide**
6. **Anixter, Inc.**
 - a. **Regions Bid: Statewide**
7. **Communications Supply Corp.**
 - a. **Regions Bid: Statewide**

Lot 2: Product and Maintenance

Lot 3: Product, Installation, Integration, and Maintenance.

1. **ADT Security Services, Inc.***
 - a. **Regions Bid: Statewide**
2. **Johnson Controls, Inc.***
 - a. **Regions Bid: Statewide**
3. **SimplexGrinnell, Ltd.***
 - a. **Regions Bid: Statewide**
4. **Idesco, Corp.***
 - a. **Regions Bid: 1-4**
5. **ComnetiX, Inc.***
 - a. **Regions Bid: 1, 6, 8**
6. **Siemens Building Technologies, Inc.**
 - a. **Regions Bid: 1,3, 5, 7-9**

Lot 4: Installation

Lot 5: Integration

***NOTE: The Following Manufacturer's Product Lines are NOT INCLUDED in Contract PT63073, held by ADT Security Services, Inc.**

1. Aiphone
2. Altronix
3. American Fibertek
4. HID Corporation

5. Honeywell, Int.
6. CMC Video
7. Locknetics
8. Ingersoll-Rand
9. STI
10. Zenitel
11. IBM
12. Premier
13. Pulnix
14. Premier Products/SenStar
15. ViewPro
16. Radonics
17. LG
18. Notifier
19. Fire Lite

***NOTE: The Following Manufacturer's Product Lines are NOT INCLUDED in Contract PT63103, held by Johnson Controls, Inc.**

1. Pelco

***NOTE: The Following Manufacturer's Product Lines are NOT INCLUDED in Contract PT63104, held by SimplexGrinnell, Ltd.**

1. FPSCMI
2. Valcom

***NOTE: The Following Manufacturer's Product Lines are NOT INCLUDED in Contract PT63105, held by Metropolitan Data Solutions, Inc.**

1. Installation and Maintenance

***NOTE: The Following Manufacturer's Product Lines are NOT INCLUDED in Contract PT63106, held by Linstar, Inc.**

1. Bosch
2. Galaxy
3. Salamander

***NOTE: The Following Manufacturer's Product Lines are NOT INCLUDED in Contract PT63108, held by Idesco Corp.**

1. GE Security Products
2. Integral Technologies

***NOTE: The Following Manufacturer's Product Lines are NOT PERMITTED to be Installed, Maintained, or Integrated on Contract PT63108, held by Idesco Corp.**

1. Amag
2. Avery
3. Sony
4. Samsung
5. Keri Systems

6. Polaroid
7. Kinematsu
8. Team Nisca (owned/manufactured by Kinematsu)
9. TemTec

***NOTE: The Following Manufacturer's Product Lines are NOT INCLUDED in Contract PT63109, held by Comnetix, Inc.**

1. Hammond
2. Topaz

***NOTE: The Following Manufacturer's Product Lines are NOT INCLUDED in PT63200, held by Siemens Building Technologies, Inc.**

1. Altronix
2. CBC America
3. Dedicated Micros
4. Diop
5. Ditek
6. DMP
7. DSI
8. Extreme CCTV
9. GE Caddis
10. GE Casi
11. GE Fiber Options
12. GE Infographics
13. GE Kalatel
14. GE Sentrol
15. GE Supra
16. GE Topaz
17. Honeywell Ademco
18. Honeywell HVSA
19. Honeywell NCI
20. Honeywell
21. Nextwatch
22. Nstar
23. Indala
24. Panasonic
25. Securitron
26. Siemens SES Kit
27. Team Nisca
28. Verint Loronix
29. Vicon
30. Xtec

LIST OF SUBCONTRACTORS: (IF APPLICABLE)

Lot 1: Product Only

Lot 2: Product and Maintenance

Lot 3: Product, Installation, Integration, and Maintenance
ComnetiX, Inc.: MCM Corporation

Lot 4: Installation

Lot 5: Integration

NOTE: DCJS and FBI Certified Specifications

Authorized Users:

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

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

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

**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, Room 3711
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
 * * * * *

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.state.ny.us>

SUPPLEMENTAL CONTRACT AWARD NOTIFICATION

| | | |
|--------------------------------|----------|--|
| Title | : | Group 77201 Security Systems & Solutions (Statewide) Classification Code(s): 32, 43, 46, 92 |
| Award Number | : | <u>20191</u> (Replaces Awards PGB-01057, PGB-19110, PGB-18735, PGB-3711, PGB-4509, 02204, PGB- 02360, PGB-02455, PGB-02456, C-4476) |
| Contract Period | : | August 17, 2007 through August 26, 2012 |
| Bid Opening Date | : | April 19, 2006 |
| Date of Issue | : | October 4, 2007 |
| Specification Reference | : | As Incorporated In The RFP |
| Contractor Information | : | Appears on Page 34 of this Award |

Address Inquiries To:

| State Agencies & Vendors | Political Subdivisions & Others |
|---|--|
| Name : Joseph Better Title : Purchasing Officer 1 Phone : 518-474-7101 Fax : 518-486-6867 E-mail : Joseph.better@ogs.state.ny.us | Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us |

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

Description

SECURITY SYSTEMS AND SOLUTIONS

PR # 20191

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Scope:

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

Contract(s) were awarded on the basis of best value to responsive, responsible, and compliant contractors within each LOT. Contracts were awarded both Statewide and by Region.

The contracts will be issued for a term of five (5) years and may be extended for up to two additional two-year periods and one additional one-year period. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years.

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

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

These contracts will be for Authorized Users of New York State contracts, which include New York State Agencies and others authorized by law (see NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS section). Accordingly, references to the State and its Agencies as users under these contracts encompass and include other users such as these entities.

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

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

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

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

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

APPENDIX A:

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

APPENDIX B-1:

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

PARTICIPATION IN CENTRALIZED CONTRACTS

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

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

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

EXTENSION OF USE

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

TERM OF CONTRACT

The term of the Contract will commence upon approval by the Office of State Comptroller and issuance by the Office of General Services and will continue for a period of five (5) years, and may be extended for up to two additional two year periods and one additional one year period. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years. The Contractor's authority to sell Security Systems and Solutions shall expire upon the termination of the purchase portion of the Contract as indicated above even though authorized users will be able to have maintenance continue past the contract expiration date.

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

TERMINATION OF CONTRACT

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

STOP WORK ORDER

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

CANCELLATION FOR CONVENIENCE

In addition to rights afforded in Appendix B-1 Clause 59, The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such

cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

NOTE TO CONTRACTOR

Cash Discount, If Shown, Should be Given Special Attention.
INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.

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

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

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

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

Article 15-A: Subcontractor Goals for Minority and Women-Owned Businesses:

For purposes of this contract(s), the following goals are established by Region: 4% for minority business enterprises (MBE) participation and 4% for women-owned business enterprises (WBE) participation.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

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

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

EPA ENERGY STAR PROGRAM

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

NOTE TO AUTHORIZED USERS:

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

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in the case of multiple awards for the same or similar equipment or systems, authorized users should contact contract holders to ensure they receive the best possible prices. Contracts issued as a result of RFP 20191 contain “not to exceed pricing” and authorized users should always seek better pricing when issuing a purchase order.

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

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

PURCHASE ORDER PREPARATION:

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

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

CONTRACT PAYMENTS:

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

The Contractor will submit an invoice after Acceptance or, in the case of “drop-ship” Products, after the Authorized User receives all the Products listed on the Purchase Order. If the invoice is issued before either of these actions, it is the Authorized User's responsibility to write a letter to the Contractor stipulating the requirement for Acceptance or receipt of Product to occur prior to invoicing. This will stop the clock for the application of State

Finance Law Article XI-A, item 15. After the receipt and/or Acceptance, all necessary Authorized User, OSC, etc. documents must be processed for payment of the invoice.

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

ELECTRONIC PAYMENTS:

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

NEW YORK STATE PROCUREMENT CARD:

See "Procurement Card" in Appendix B, OGS General Specifications.

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

1. ADT Security Services, Inc.
2. Johnson Controls, Inc.
3. SimplexGrinnell, LP.
4. Metropolitan Data Solutions
5. Linstar, Inc.
6. Plastic Card Systems, Inc.
7. Idesco Corp.
8. ComnetiX, Inc.
9. Identocard Systems Worldwide, Inc.
10. Siemens Building Technologies, Inc.
11. Anixter, Inc.
12. Communications Supply Corp.
13. A+ Technologies, Inc.
14. Graybar Electric Co.
15. Northern Fire Systems, Inc.
16. SI Technologies, Inc.
17. Synergon Solutions, Inc.
18. Total Recall Corp.
19. Universal Security Services, Inc.
20. InterVid, Inc.
21. Washington Electric Co., Inc.

PREVAILING WAGES

WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM

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

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

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.

ADJUSTMENTS TO THE PREVAILING WAGE RATE SCHEDULES

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

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

The contractor has the sole responsibility to submit a request for a price adjustment to the Office of General Services on the applicable anniversary date (new prevailing wage rate schedule, PRC# 2005007377, issued by Department of Labor) and shall provide a copy of both the original and new wage rate schedules and other supporting documentation necessary to support the increase or decrease. Should the contractor fail to submit adjusted invoices and/or supporting documentation within three (3) months after the applicable anniversary date, the contractor shall be deemed to have waived its right to any increase in price, but the State reserves the right to make the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

ADJUSTMENTS TO LABOR RATES NOT COVERED BY PREVAILING WAGE RATE SCHEDULES

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

PRICE SHEETS AND CATALOGS

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

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

INSTRUCTION MANUAL

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

PRICING

All net prices **INCLUDE** all applicable shipping and handling (refer to Appendix B-1, 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 include all travel and costs associated with accessing the installation site.

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

CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITIES

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

SOFTWARE LICENSE AGREEMENTS

Bidders are not permitted to sign, or agree to any Software License Agreement for the purchase, maintenance, installation, or systems integration of software for any contract issued under Group 77201-20191. Agreeing to any Software License Agreement would violate Appendix B-1 (Reference Page 6).

LIST OF CONTRACTORS:

| <u>CONTRACT #</u> | <u>CONTRACTOR & ADDRESS</u> | <u>TELEPHONE #</u> | <u>FED.IDENT.#</u> |
|-------------------|--|---|--------------------|
| PT63297 | A+ Technology Solutions, Inc. 1490 North Clinton Ave. Bay Shore, NY 11706 Contact: David Antar | 877-797-6197 631-969-2600 631-969-2400 Fax Email: david@aplus-edu.com Website: www.aplus-edu.com | 11-3388778 |
| PT63298 | Graybar Electric Co. 229 Church St. Albany, NY 12202 Contact: Brian Fitzpatrick | 800-444-4761 518-436-4761 518-4346739 Fax Email: brian.fitzpatrick@gbe.com Website: www.graybar.com | 13-0794380 |
| PT63301 | Northern Fire Systems, Inc. 1232 New Loudon Rd. Cohoes, NY 12047 Contact: Sean Reilly | 800-333-6520 518-783-1601 518-783-0751 Fax Email: seanreilly@northernfiresystems.com Website: www.northernfiresystems.com | 13-2997687 |
| PT63302 | SI Technologies, Inc. d/b/a Security Integrations 11 Walker Way Albany, NY 12205 Contact: Joseph Masciocco County: Albany | 800-465-0821 518-452-3505 518-452-2605 Fax Email: joem@securityintegrations.com Website: www.securityintegrations.com | 14-1754907 |
| PT63303 | Synergon Solutions, Inc. d/b/a Stancil Solutions 1335 Gateway Drive, Suite 2008 Melbourne, FL 32901 Contact: Guy Churchouse | 888-431-7950 321-309-2740 321-309-2756 Fax Email: gchurchouse@stancil.net Website: www.stancil.net | 59-3391648 |
| PT63304 | Total Recall Corp. 17 Washington Ave. Suffern, NY 10901 Contact: Parker Yates | 800-659-7793 845-368-3700 845-368-3747 Fax Email: pyates@totalrecallcorp.com Website: www.totalrecallcorp.com | 13-3433563 |
| PT63305 | Universal Security Systems, Inc. 310 Oser Avenue Hauppauge, NY 11788 Contact: Edward Newman | 800-762-2379 631-931-0604 631-951-0717 Fax Email: newman@univsystems.com Website: www.gocsc.com | 13-4236712 |
| PT63537 | InterVid, Inc. 4650 Wedgewood Blvd. Ste 102 Frederick, MD 21703 Contact: Ricardo Neto | 800-989-6778 518-729-2828 518-452-6392 Fax Email: rdneto@intervidinc.com | 52-1368578 |

Website: www.intervidinc.com

PT63538

Washington Electric Co.
140 58th St. Suite 8F
Brooklyn, NY 11220
Contact: Jeffrey Goldberg

718-491-6100 13-5473020
718-765-1973 Fax
Email: jeff@washcomp.com
Website: www.washcomp.com

INDEX OF AWARDS (LOTS)

Notes:

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

Lot 1: Product Only

8. Graybar Electric, Co., Inc.
 - a. Regions Bid: Statewide
9. Northern Fire Systems, Inc.
 - a. Regions Bid: Statewide
10. SI Technologies, Inc.*
 - a. Regions Bid: Statewide
11. Synergon Solutions, Inc.
 - a. Regions Bid: Statewide
12. Total Recall, Corp.*
 - a. Regions Bid: Statewide
13. Universal Security Services, Inc.*
 - a. Regions Bid: Statewide
14. InterVid, Inc.
 - a. Regions Bid: 1-4, 6-9

Lot 2: Product and Maintenance

1. Northern Fire Systems, Inc.
 - a. Regions Bid: 1-8
2. SI Technologies, Inc.*
 - a. Regions Bid: 5, 7, 9
3. Synergon Solutions, Inc.
 - a. Regions Bid: Statewide
4. Universal Security Services, Inc.*
 - a. Regions Bid: 1, 2, 3

Lot 3: Product, Installation, Integration, and Maintenance.

7. Northern Fire Systems, Inc.
 - a. Regions Bid: 1-8
8. SI Technologies, Inc.*
 - a. Regions Bid: 5, 7, 9
9. Synergon Solutions, inc.
 - a. Regions Bid: Statewide
10. Total Recall, Corp.
 - a. Regions Bid: 4
11. Universal Security Services, Inc.*
 - a. Regions Bid: 1, 2, 3
12. InterVid, Inc.
 - a. Regions Bid: 5

Lot 4: Installation

1. A+ Technologies, Inc.
 - a. Regions Bid: 1, 2, 3, 8

2. **SI Technologies, Inc.***
 - a. **Regions Bid: 4-9**
3. **Universal Security Services, Inc.***
 - a. **Regions Bid: 1, 2, 3**
4. **Washington Electric Co, Inc.**
 - a. **Regions Bid: 2**

Lot 5: Integration

1. **Northern Fire Systems, Inc.**
 - a. **Regions Bid: Statewide**
2. **SI Technologies, Inc.***
 - a. **Regions Bid: 4-9**
3. **Universal Security Services, Inc.***
 - a. **Regions Bid: 1, 2, 3**

***NOTE: The Following Manufacturer's Product Lines are NOT INCLUDED in PT63302, held by SI Technologies, Inc.**

1. Communications Supply Corp.
2. GE Security, Inc.
3. Imag Technologies, Inc.
4. Safety Technologies International

***NOTE: The Following Manufacturer's Product Lines are NOT INCLUDED in Contract PT63304, held by Total Recall, Corp.**

1. NVT
2. Hirsch

***NOTE: The Following Manufacturer's Product Lines are NOT INCLUDED in Contract PT63305, held by Universal Security Services, Corp.**

1. NEC
2. Sony
3. Southwest Microwave

LIST OF SUBCONTRACTORS: (IF APPLICABLE)

Lot 1: Product Only

Synergon Solutions, Inc.: IBM Global Services

Lot 2: Product and Maintenance

Synergon Solutions, Inc.: IBM Global Services

Lot 3: Product, Installation, Integration, and Maintenance

Comnetix, Inc.: MCM Corporation

Synergon Solutions, Inc.: IBM Global Services

Lot 4: Installation

Lot 5: Integration

NOTE: DCJS and FBI Certified Specifications

Authorized Users:

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

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

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

**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, Room 3711
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
 * * * * *

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.state.ny.us>

2nd SUPPLEMENTAL CONTRACT AWARD NOTIFICATION

| | | |
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| Date of Issue | : | November 26, 2007 |
| Specification Reference | : | As Incorporated In The RFP |
| Contractor Information | : | Appears on Page 53 of this Award |

Address Inquiries To:

| State Agencies & Vendors | Political Subdivisions & Others |
|---|--|
| Name : Joseph Better Title : Purchasing Officer 1 Phone : 518-474-7101 Fax : 518-486-6867 E-mail : Joseph.better@ogs.state.ny.us | Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us |

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

Description

SECURITY SYSTEMS AND SOLUTIONS

PR # 20191

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Scope:

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

Contract(s) were awarded on the basis of best value to responsive, responsible, and compliant contractors within each LOT. Contracts were awarded both Statewide and by Region.

The contracts will be issued for a term of five (5) years and may be extended for up to two additional two-year periods and one additional one-year period. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years.

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

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

These contracts will be for Authorized Users of New York State contracts, which include New York State Agencies and others authorized by law (see NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS section). Accordingly, references to the State and its Agencies as users under these contracts encompass and include other users such as these entities.

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

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

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

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

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

APPENDIX A:

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

APPENDIX B-1:

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

PARTICIPATION IN CENTRALIZED CONTRACTS

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

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

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

EXTENSION OF USE

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

TERM OF CONTRACT

The term of the Contract will commence upon approval by the Office of State Comptroller and issuance by the Office of General Services and will continue for a period of five (5) years, and may be extended for up to two additional two year periods and one additional one year period. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years. The Contractor's authority to sell Security Systems and Solutions shall expire upon the termination of the purchase portion of the Contract as indicated above even though authorized users will be able to have maintenance continue past the contract expiration date.

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

TERMINATION OF CONTRACT

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

STOP WORK ORDER

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

CANCELLATION FOR CONVENIENCE

In addition to rights afforded in Appendix B-1 Clause 59, The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such

cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

NOTE TO CONTRACTOR

Cash Discount, If Shown, Should be Given Special Attention.
INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.

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

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

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

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

Article 15-A: Subcontractor Goals for Minority and Women-Owned Businesses:

For purposes of this contract(s), the following goals are established by Region: 4% for minority business enterprises (MBE) participation and 4% for women-owned business enterprises (WBE) participation.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

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

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

EPA ENERGY STAR PROGRAM

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

NOTE TO AUTHORIZED USERS:

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

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in the case of multiple awards for the same or similar equipment or systems, authorized users should contact contract holders to ensure they receive the best possible prices. Contracts issued as a result of RFP 20191 contain “not to exceed pricing” and authorized users should always seek better pricing when issuing a purchase order.

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

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

PURCHASE ORDER PREPARATION:

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

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

CONTRACT PAYMENTS:

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

The Contractor will submit an invoice after Acceptance or, in the case of “drop-ship” Products, after the Authorized User receives all the Products listed on the Purchase Order. If the invoice is issued before either of these actions, it is the Authorized User's responsibility to write a letter to the Contractor stipulating the requirement for Acceptance or receipt of Product to occur prior to invoicing. This will stop the clock for the application of State

Finance Law Article XI-A, item 15. After the receipt and/or Acceptance, all necessary Authorized User, OSC, etc. documents must be processed for payment of the invoice.

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

ELECTRONIC PAYMENTS:

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

NEW YORK STATE PROCUREMENT CARD:

See "Procurement Card" in Appendix B, OGS General Specifications.

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

- | | |
|---|---|
| 1. ADT Security Services, Inc. | 15. Northern Fire Systems, Inc. |
| 2. Johnson Controls, Inc. | 16. SI Technologies, Inc. |
| 3. SimplexGrinnell, LP. | 17. Synergon Solutions, Inc. |
| 4. Metropolitan Data Solutions | 18. Total Recall Corp. |
| 5. Linstar, Inc. | 19. Universal Security Services, Inc |
| 6. Plastic Card Systems, Inc. | 20. InterVid, Inc. |
| 7. Idesco Corp. | 21. Washington Electric Co., Inc. |
| 8. ComnetiX, Inc. | 22. Carrier Communications Corp. |
| 9. Identicard Systems Worldwide, Inc. | 23. Diebold Enterprise Security Solutions, Inc. |
| 10. Siemens Building Technologies, Inc. | 24. Advanced Digital Data Technology, Inc. |
| 11. Anixter, Inc. | 25. Honeywell International, Inc. |
| 12. Communications Supply Corp. | 26. U & S Services, Inc. |
| 13. A+ Technologies, Inc. | 27. Ber-National Controls, Inc. |
| 14. Graybar Electric Co. | 28. Stanley Security Solutions, Inc. |

PREVAILING WAGES

WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM

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

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.

ADJUSTMENTS TO THE PREVAILING WAGE RATE SCHEDULES

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

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

The contractor has the sole responsibility to submit a request for a price adjustment to the Office of General Services on the applicable anniversary date (new prevailing wage rate schedule, PRC# 2005007377, issued by Department of Labor) and shall provide a copy of both the original and new wage rate schedules and other supporting documentation necessary to support the increase or decrease. Should the contractor fail to submit adjusted invoices and/or supporting documentation within three (3) months after the applicable anniversary date, the contractor shall be deemed to have waived its right to any increase in price, but the State reserves the right to make the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

ADJUSTMENTS TO LABOR RATES NOT COVERED BY PREVAILING WAGE RATE SCHEDULES

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

PRICE SHEETS AND CATALOGS

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

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

INSTRUCTION MANUAL

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

PRICING

All net prices **INCLUDE** all applicable shipping and handling (refer to Appendix B-1, 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 include all travel and costs associated with accessing the installation site.

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

CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITIES

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

SOFTWARE LICENSE AGREEMENTS

Bidders are not permitted to sign, or agree to any Software License Agreement for the purchase, maintenance, installation, or systems integration of software for any contract issued under Group 77201-20191. Agreeing to any Software License Agreement would violate Appendix B-1 (Reference Page 6).

LIST OF CONTRACTORS:

| <u>CONTRACT #</u> | <u>CONTRACTOR & ADDRESS</u> | <u>TELEPHONE #</u> | <u>FED.IDENT.#</u> |
|-------------------|--|---|--------------------|
| PT63534 | Advanced Digital Data Technology, Inc. 1490 North Clinton Ave. Bay Shore, NY 11706 Contact: David Antar | 877-797-6197 631-969-2600 631-969-2400 Fax Email: ssleicher@aplus-edu.com Website: www.ADDTECHTODAY.com | 11-3551455 |
| PT63535 | Ber-National Controls, Inc. 105 Arterial Road Syracuse, NY 13206 Contact: Gregory P. Frary | 315-432-1818 315-432-1842 Fax Email: gregf@bernationalcontrols.com Website: www.bernationalcontrols.com | 16-1365817 |
| PT63536 | Diebold Enterprise Security Systems, Inc. 155 Lafayette Ave. White Plains, NY 10603 Contact: John Palumbo | 800-343-2653 914-872-4393 914-872-4293 Fax Email: john.palumbo@diebold.com Website: www.dieboldess.com | 90-0209740 |
| PT63539 | Carrier Communications Corp. 190 Adams Avenue Hauppauge, NY 11788 Contact: Lionel Atkinson | 631-539-3150 631-539-3177 Fax Email: lionela@mmc.net Website: www.mmc.net | 11-2314408 |
| PT63299 | Honeywell International One Executive Centre Drive Albany, NY 12203 Contact: Mark Deiana | 518-452-6648 518-456-7183 Fax Email: mark.deiana@honeywell.com Website: www.honeywell.com | 22-2640650 |
| PT63600 | U & S Services, Inc. 233 Fillmore Ave., Suite # 11 Tonawanda, NY 14150 Contact: Leon Samborski | (716) 693-4490 (716) 693-5280 Fax Email: samborski@usservicesinc.com Website: www.usservicesinc.com | 16-1364177 |

INDEX OF AWARDS (LOTS)

Notes:

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

Lot 1: Product Only

- 15. **Advanced Digital Data Technology, Inc.**
 - a. **Regions Bid: Statewide**
- 16. **Carrier Communications Corp.**
 - a. **Regions Bid: Statewide**
- 17. **U & S Services, Inc. ***
 - a. **Regions Bid: 1, 2, 3, 4, 6, and 9**

Lot 2: Product and Maintenance

- 5. **Honeywell International, Inc.**
 - a. **Regions Bid: 1, 5, 7, 8**
- 6. **Carrier Communications Corp.**
 - a. **Regions Bid: 1-4**
- 7. **U & S Services, Inc. ***
 - a. **Regions Bid: 9**

Lot 3: Product, Installation, Integration, and Maintenance.

- 15. **Carrier Communications Corp.**
 - a. **Regions Bid: 1-4**
- 16. **U & S Services, Inc. ***
 - a. **Regions Bid: 9**
- 17. **Ber-National Controls, Inc. ***
 - a. **Regions Bid: 7**

Lot 4: Installation

Lot 5: Integration

- 5. **Honeywell International, Inc.**
 - a. **Regions Bid: Statewide**
- 6. **U & S Services, Inc. ***
 - a. **Regions Bid: 9**

****NOTE: The Following Manufacturer's Product Lines are NOT INCLUDED in Contract PT63536, held by Honeywell International, Inc.**

- 1. Axis
- 2. PSCS
- 3. Securitron
- 4. Altronix
- 5. Pelco
- 6. Bosch
- 7. NexWatch
- 8. HID

9. Fargo
10. Sentrol
11. GE Security, Inc.

***NOTE: The Following Manufacturer's Product Lines are NOT INCLUDED in Contract PT63536, held by Diebold Enterprise Security Services, Corp.**

1. Atlas
2. Arecont Vision
3. Avecont
4. Axis
5. Barco
6. Belden
7. Bon Edam
8. Delta
9. Ditek
10. Doorking
11. Emerson
12. HID Corp.
13. Indala
14. Inovonics
15. Knurr
16. Kouba
17. Lenel
18. Nice
19. Nitek
20. Preferred Power
21. Sentrol
22. Sony
23. Valcom

***NOTE: The Following Manufacturer's Product Line can only be PURCHASED in Region 9 on Contract PT63600, held by U & S Services, Inc.**

1. Andover Controls

***NOTE: The Following Manufacturer's Product Lines are NOT INCLUDED in Contract PT63536, held by Ber-National Controls, Inc.**

1. Fargo Electronics
2. HID Corp.
3. Bioscrypt
4. Datacard
5. UltraMagicard
6. Linux

LIST OF SUBCONTRACTORS: (IF APPLICABLE)

Lot 1: Product Only

Synergon Solutions, Inc.: IBM Global Services

Lot 2: Product and Maintenance

**Synergon Solutions, Inc.: IBM Global Services (Statewide)
Carrier Communications Corp.: Goosetown Communications
(Regions 3 and 4)**

Lot 3: Product, Installation, Integration, and Maintenance

**ComnetiX, Inc.: MCM Corporation (Region 8)
Synergon Solutions, Inc.: IBM Global Services (Statewide)
Carrier Communications Corp.: Goosetown Communications
(Regions 3 and 4)**

Lot 4: Installation

Lot 5: Integration

NOTE: DCJS and FBI Certified Specifications

Authorized Users:

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

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

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

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

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

Contract No.: _____ **Contractor:** _____

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

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

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

CONTRACTOR

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

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

 Date: _____

 Phone: _____

 E-mail: _____

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

OGS PROCUREMENT SERVICES GROUP
 Customer Services, 37th Floor
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
 * * * * *

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.state.ny.us>

3rd SUPPLEMENTAL CONTRACT AWARD NOTIFICATION

| | | |
|--------------------------------|----------|---|
| Title | : | Group 77201 Security Systems & Solutions (Statewide) Classification Code(s): 32, 43, 46, 92 |
| Award Number | : | <u>20191</u> (Replaces Awards PGB-008057, PGB-19110, PGB-18735, PGB-3711, PGB-4509, 02204, PGB- 02360, PGB-02455, PGB-02456, C-4476) |
| Contract Period | : | August 17, 2007 through August 26, 2012 |
| Bid Opening Date | : | April 19, 2006 |
| Date of Issue | : | January 11, 2008 |
| Specification Reference | : | As Incorporated In The RFP |
| Contractor Information | : | Appears on Page 53 of this Award |

Address Inquiries To:

| State Agencies & Vendors | Political Subdivisions & Others |
|---|--|
| Name : Joseph Better Title : Purchasing Officer 1 Phone : 518-474-7101 Fax : 518-486-6867 E-mail : Joseph.better@ogs.state.ny.us | Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us |

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

Description

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Scope:

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

Contract(s) were awarded on the basis of best value to responsive, responsible, and compliant contractors within each LOT. Contracts were awarded both Statewide and by Region.

The contracts will be issued for a term of five (5) years and may be extended for up to two additional two-year periods and one additional one-year period. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years.

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

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

These contracts will be for Authorized Users of New York State contracts, which include New York State Agencies and others authorized by law (see NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS section). Accordingly, references to the State and its Agencies as users under these contracts encompass and include other users such as these entities.

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

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

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

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

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

APPENDIX A:

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

APPENDIX B-1:

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

PARTICIPATION IN CENTRALIZED CONTRACTS

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

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

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

EXTENSION OF USE

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

TERM OF CONTRACT

The term of the Contract will commence upon approval by the Office of State Comptroller and issuance by the Office of General Services and will continue for a period of five (5) years, and may be extended for up to two additional two year periods and one additional one year period. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years. The Contractor's authority to sell Security Systems and Solutions shall expire upon the termination of the purchase portion of the Contract as indicated above even though authorized users will be able to have maintenance continue past the contract expiration date.

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

TERMINATION OF CONTRACT

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

STOP WORK ORDER

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

CANCELLATION FOR CONVENIENCE

In addition to rights afforded in Appendix B-1 Clause 59, The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such

cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

NOTE TO CONTRACTOR

Cash Discount, If Shown, Should be Given Special Attention.
INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.

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

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

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

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

Article 15-A: Subcontractor Goals for Minority and Women-Owned Businesses:

For purposes of this contract(s), the following goals are established by Region: 4% for minority business enterprises (MBE) participation and 4% for women-owned business enterprises (WBE) participation.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

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

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

EPA ENERGY STAR PROGRAM

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

NOTE TO AUTHORIZED USERS:

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

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in the case of multiple awards for the same or similar equipment or systems, authorized users should contact contract holders to ensure they receive the best possible prices. Contracts issued as a result of RFP 20191 contain “not to exceed pricing” and authorized users should always seek better pricing when issuing a purchase order.

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

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

PURCHASE ORDER PREPARATION:

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

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

CONTRACT PAYMENTS:

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

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

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

ELECTRONIC PAYMENTS:

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

NEW YORK STATE PROCUREMENT CARD:

See "Procurement Card" in Appendix B, OGS General Specifications.

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

- | | |
|---|---|
| 1. ADT Security Services, Inc. | 15. Northern Fire Systems, Inc. |
| 2. Johnson Controls, Inc. | 16. SI Technologies, Inc. |
| 3. SimplexGrinnell, LP. | 17. Synergon Solutions, Inc. |
| 4. Metropolitan Data Solutions | 18. Total Recall Corp. |
| 5. Linstar, Inc. | 19. Universal Security Services, Inc |
| 6. Plastic Card Systems, Inc. | 20. InterVid, Inc. |
| 7. Idesco Corp. | 21. Washington Electric Co., Inc. |
| 8. ComnetiX, Inc. | 22. Carrier Communications Corp. |
| 9. Identicard Systems Worldwide, Inc. | 23. Diebold Enterprise Security Solutions, Inc. |
| 10. Siemens Building Technologies, Inc. | 24. Advanced Digital Data Technology, Inc. |
| 11. Anixter, Inc. | 25. Honeywell International, Inc. |
| 12. Communications Supply Corp. | 26. U & S Services, Inc. |
| 13. A+ Technologies, Inc. | 27. Ber-National Controls, Inc. |
| 14. Graybar Electric Co. | 28. Stanley Security Solutions, Inc. |

PREVAILING WAGES

WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM

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

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.

ADJUSTMENTS TO THE PREVAILING WAGE RATE SCHEDULES

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

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

The contractor has the sole responsibility to submit a request for a price adjustment to the Office of General Services on the applicable anniversary date (new prevailing wage rate schedule, PRC# 2005007377, issued by Department of Labor) and shall provide a copy of both the original and new wage rate schedules and other supporting documentation necessary to support the increase or decrease. Should the contractor fail to submit adjusted invoices and/or supporting documentation within three (3) months after the applicable anniversary date, the contractor shall be deemed to have waived its right to any increase in price, but the State reserves the right to make the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

ADJUSTMENTS TO LABOR RATES NOT COVERED BY PREVAILING WAGE RATE SCHEDULES

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

PRICE SHEETS AND CATALOGS

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

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

INSTRUCTION MANUAL

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

PRICING/RATES FOR TRAVEL COST

All net prices **INCLUDE** all applicable shipping and handling (refer to Appendix B-1, 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 include all travel and costs associated with accessing the installation site.

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

CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITIES

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

SOFTWARE LICENSE AGREEMENTS

Bidders are not permitted to sign, or agree to any Software License Agreement for the purchase, maintenance, installation, or systems integration of software for any contract issued under Group 77201-20191. Agreeing to any Software License Agreement would violate Appendix B-1 (Reference Page 6).

LIST OF CONTRACTORS:

| <u>CONTRACT #</u> | <u>CONTRACTOR & ADDRESS</u> | <u>TELEPHONE #</u> | <u>FED.IDENT.#</u> |
|--------------------------|---|--|---------------------------|
| PT63633 | Stanley Security Solutions, Inc. 7498 Admiral Nelson Drive Warrenton, VA 20186 Contact: Erika Hughes | (703) 867-3679 (703) 637-4459 ehughes@stanleyworks.com www.stanleysecuritysolutions.com | 35-1842918 |

INDEX OF AWARDS (LOTS)

Notes:

1. See the section titled "List of Contractors" for complete contactor contact information.

Lot 3: Product, Installation, Integration, and Maintenance.

18. Stanley Security Solutions, Inc. a. Regions Bid: Statewide*

***NOTE: The Following Manufacturer's Product Lines are NOT INCLUDED in Contract PT63636 Stanley Security Solutions, Inc.**

1. Aiphone
2. Altronix
3. AMAG
4. Bosch
5. Dedicated Micros
6. GE
7. Honeywell
8. IFS
9. Infographics
10. KabaSimplex
11. Nice
12. Pelco
13. Panasonic
14. Sargent & Greenleaf
15. Software House
16. Tote Vision
17. Vicon

LIST OF SUBCONTRACTORS: (IF APPLICABLE)

Lot 1: Product Only

Lot 2: Product and Maintenance

Lot 3: Product, Installation, Integration, and Maintenance

Lot 4: Installation

Lot 5: Integration

NOTE: DCJS and FBI Certified Specifications

Authorized Users:

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

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

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

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

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

Contract No.: _____ **Contractor:** _____

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

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

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

CONTRACTOR

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

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

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

OGS PROCUREMENT SERVICES GROUP
 Customer Services, 37th Floor
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
 * * * * *

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.state.ny.us>

4rd SUPPLEMENTAL CONTRACT AWARD NOTIFICATION
Updated September 29, 2008

| | |
|--------------------------------|--|
| Title | : Group 77201 Security Systems & Solutions (Statewide) Classification Code(s): 32, 43, 46, 92 |
| Award Number | : <u>20191</u> (Replaces Awards PGB-008057, PGB-19110, PGB-18735, PGB-3711, PGB-4509, 02204, PGB-02360, PGB-02455, PGB-02456, C-4476) |
| Contract Period | : August 17, 2007 through August 26, 2012 |
| Bid Opening Date | : June 17, 2008 |
| Date of Issue | : September 25, 2008 |
| Specification Reference | : As Incorporated In The RFP |
| Contractor Information | : Appears on Page 92 of this Award |

Address Inquiries To:

| State Agencies & Vendors | Political Subdivisions & Others |
|---|--|
| Name : Joseph Better Title : Purchasing Officer 1 Phone : 518-474-7101 Fax : 518-486-6867 E-mail : Joseph.better@ogs.state.ny.us | Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us |

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

Description

SECURITY SYSTEMS AND SOLUTIONS

PR # 20191

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

Contract(s) were awarded on the basis of best value to responsive, responsible, and compliant contractors within each LOT. Contracts were awarded both Statewide and by Region.

The contracts will be issued for a term of four (4) years and may be extended for up to two additional two-year periods and one additional one-year period. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years.

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

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ALARM AND SIGNAL SYSTEMS
ALARM SYSTEMS – WIRELESS
BIOMETRIC ACCESS CONTROL
CAMERAS/LENSES
CCTV SYSTEMS
DVR'S
ELECTRONIC ACCESS CONTROL
ELECTRONIC ARTICLE SURVEILLANCE
FIRE PROTECTION/DETECTION/CONTROLS
GEOGRAPHIC POSITIONING SYSTEMS
GUARD TOUR SYSTEMS

ID CARD PRINTERS, READERS, CARDS, BADGES, ACCESSORIES
 ID EQUIP. ELECTRONIC CARD ID SYSTEM
 ID EQUIPMENT, ELECTRONIC
 INTEGRATED SECURITY SYSTEMS
 INTRUSION DETECTION/CONTROLS
 LOCKING HARDWARE
 MONITORING EQUIPMENT
 OTHER PHYSICAL SECURITY (LIGHTING/SAFES/ETC.)
 OUTDOOR PERIMETER (FENCES/GATES/ETC.)
 PORTALS, TURNSTILES, ETC
 RECORDING EQUIPMENT
 SECURITY MANAGEMENT SOFTWARE
 SECURITY OFFICE - PRODUCTS
 TRAINING/EDUCATION
 VIDEO/CCTV SYSTEMS & SURVELLIANCE

LOTS:

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

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| Regions | Areas | Counties |
|----------|-------------|--|
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| Region 2 | New York | Bronx Kings New York Queens Richmond |
| Region 3 | Westchester | Dutchess Putnam Westchester |
| Region 4 | Ulster | Orange Rockland Sullivan Ulster |

| | | |
|----------|--------------|--|
| Region 5 | Albany | Albany Columbia Delaware Fulton Greene Montgomery Otsego Rensselaer Schenectady Schoharie |
| Region 6 | Adirondack | Clinton Essex Franklin Hamilton Saratoga Warren Washington |
| Region 7 | Syracuse | Cayuga Herkimer Jefferson Lewis Madison Oneida Onondaga Oswego St. Lawrence |
| Region 8 | Finger Lakes | Broome Chemung Chenango Cortland Livingston Monroe Ontario Schuyler Seneca Steuben Tioga Tompkins Wayne Yates |
| Region 9 | Buffalo | Allegany Cattaraugus Chautauqua Erie Genesee Niagara Orleans Wyoming |

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

APPENDIX B:

Appendix B, Office of General Services General Specifications dated June 2006, 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 this Contract resulting from RFP 20191, Revised 4/08 or Appendix A.

RFP 20191:

RFP 20191, Security Systems and Solutions, Revised 4/08, issued June 12, 2008, 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 this Contract resulting from Appendix B or Appendix A.

PARTICIPATION IN CENTRALIZED CONTRACTS:

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

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

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

EXTENSION OF USE:

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

TERM OF CONTRACT:

The term of the Contract will commence upon approval by the Office of State Comptroller and issuance by the Office of General Services and will continue for a period of five (5) years, and may be extended for up to two additional two year periods and one additional one year period. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years. The Contractor's authority to sell Security Systems and Solutions shall expire upon the termination of the purchase portion of the Contract as indicated above even though authorized users will be able to have maintenance continue past the contract expiration date.

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

TERMINATION OF CONTRACT

Please refer to Appendix B, Clause 59 for the circumstances permitting Termination for Cause and Termination for Convenience.

STOP WORK ORDER

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

CANCELLATION FOR CONVENIENCE:

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

NOTE TO CONTRACTOR:

Cash Discount, If Shown, Should be Given Special Attention.
**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR
PAYMENT.**
(See "Contract Payments" and "Electronic Payments" in this document.)

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

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

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

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

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

a. Equal Employment Opportunity Requirements

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

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

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

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

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

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

EPA ENERGY STAR PROGRAM:

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

NOTE TO AUTHORIZED USERS:

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

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in the case of multiple awards for the same or similar equipment or systems, authorized users should contact contract holders to ensure they receive the best possible prices. Contracts issued as a result of RFP 20191 contain “not to exceed pricing” and authorized users should always seek better pricing when issuing a purchase order.

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

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

PURCHASE ORDER PREPARATION:

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

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

CONTRACT PAYMENTS:

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

The Contractor will submit an invoice after Acceptance or, in the case of “drop-ship” Products, after the Authorized User receives all the Products listed on the Purchase Order. If the invoice is issued before either of these actions, it is the Authorized User's responsibility to

write a letter to the Contractor stipulating the requirement for Acceptance or receipt of Product to occur prior to invoicing. This will stop the clock for the application of State Finance Law Article XI-A, item 15. After the receipt and/or Acceptance, all necessary Authorized User, OSC, etc. documents must be processed for payment of the invoice.

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

ELECTRONIC PAYMENTS:

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

NEW YORK STATE PROCUREMENT CARD:

See "Procurement Card" in Appendix B, OGS General Specifications.

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

1. Adirondack Cabling, Inc.
2. Hello Alert, Inc.
3. Leica Geosystems, Inc.
4. Linstar, Inc.
5. Sagem Morpho, Inc.
6. SI Technologies, Inc.

PREVAILING WAGES:

WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM

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

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.

ADJUSTMENTS TO THE PREVAILING WAGE RATE SCHEDULES

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

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

The contractor has the sole responsibility to submit a request for a price adjustment to the Office of General Services on the applicable anniversary date (new prevailing wage rate schedule, PRC# 2008002488, issued by Department of Labor) and shall provide a copy of both the original and new wage rate schedules and other supporting documentation necessary to support the increase or decrease. Should the contractor fail to submit adjusted invoices and/or supporting documentation within three (3) months after the applicable anniversary date, the contractor shall be deemed to have waived its right to any increase in price, but the State reserves the right to make the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

ADJUSTMENTS TO LABOR RATES NOT COVERED BY PREVAILING WAGE RATE SCHEDULES

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

PRICE SHEETS AND CATALOGS:

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

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

INSTRUCTION MANUAL:

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

PRICING/RATES FOR TRAVEL COST:

All net prices **INCLUDE** all applicable shipping and handling (F.O.B. Destination, 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 include all travel and costs associated with accessing the installation site.

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

CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITIES:

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

SOFTWARE LICENSE AGREEMENTS:

Bidders are not permitted to sign, or agree to any Software License Agreement for the purchase, maintenance, installation, or systems integration of software for any contract issued under Group 77201-20191. Agreeing to any Software License Agreement would violate Appendix B (Reference Page 6).

REFERENCES:

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

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

If required, Authorized Users may utilize the forms on Pages 98 and 99 of this document.

LIST OF CONTRACTORS:

| <u>CONTRACT #</u> | <u>CONTRACTOR & ADDRESS</u> | <u>TELEPHONE #</u> | <u>FED.IDENT.#</u> |
|-------------------|---|--|--------------------|
| PT63109 | Comnetix, Inc. 2872 Bristol Circle Oakville, ON L6H6G4 Canada Contact: Don Sutton | Phone: (905)829-9988 ext 258 Toll Free: (888)357-7448 ext 258 Fax: (905)829-1944 Email: don.sutton@comnetix.com Website: www.LIID.com | 98-0488004 |
| PT63106 | Linstar, Inc. 430 Lawrence Bell Dr. Buffalo NY 14221 Contact: Mary Jo Cornell | Phone: (716)631-9200 Toll Free: (800)655-5454 Fax: (716)631-2024 Email: mjc@linstar.com Website: www.linstar.com | 16-1559780 |
| PT63200 | Siemens Building Technologies, Inc. 85 Northpointe Parkway Amherst, New York 14228 Contact: Lenny Drabinsky Award Date: 9/23/2008 | 800-578-1334 716-568-0983 716-568-1449 Fax Email: lenny.drabinsky@siemens.com Website: www.sbt.siemens.com | 13-2762488 |
| PT63302 | SI Technologies, Inc. 11 Walker Way Albany NY 12205 Contact: Joseph N. Masciocco | Phone: (518)452-3505 Toll Free: (800)465-0821 Fax: (518)452-2605 Email: Joem@securityintegrations.com Website: www.securityintegrations.com | 14-1754907 |
| PT64058 | Adirondack Cabling, Inc. 10 Petra Lane Albany NY 12205 Contact: John D. Womer | Phone: (518)452-0124 Toll Free: (800)741-8130 Fax: (518)452-0126 Fax Email: jwomer@adirondackcabling.com Website: www.adirondackcabling.com | 14-1686851 |
| PT64060 | Hello Alert Inc. 206 E. Main St A. Babylon NY 11702 Contact: Lorraine Roberts | Phone: (631)321-1280 Fax: (631)321-1758 Email: support@helloalert.com Website: www.helloalert.com | 20-0368439 |
| PT64061 | Leica Geosystems, Inc. 5051 Peachtree Corners Circle #250 Norcross GA 30092 Contact: Susan Crackower | Phone: (800)367-9453 Toll Free: (800)367-9453 Fax: (770)447-0710 Email: susan.crackower@leicaus.com Website: www.leicageosystems.com/us/en/lgs_41487.htm | 16-1516976 |
| PT64062 | Sagem Morpho, Inc. 1145 Broadway Plaza, Suite 200 Tacoma WA 98402 Contact: Bill Carlson | Phone: (518) 724-5226 Toll Free: (800) 580-6324 Fax: (518) 452-3581 Email: bill.carlson@morpho.com Website: www.morpho.com | 33-0154789 |

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

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 Security Systems and Solutions. Please use the following link to go directly to the pricing information pages. At the beginning of each price list tab is a summary of the products and/or services available.

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

Lot 1: Product Only

- 18. Leica Geosystems, Inc.**
 - a. Regions Bid: Statewide**

Lot 2: Product and Maintenance

- 8. SI Technologies, Inc. ****
 - a. Regions Bid: 1, 2, 3, 4, 6, and 8**

Lot 3: Product, Installation, Integration, and Maintenance.

- 19. ComnetiX, Inc. ****
 - a. Regions Bid: 2, 3, 4, 5, 7, 9**
- 20. Linstar, Inc. ****
 - a. Regions Bid: 5, 6, 7, 8, and 9**
- 21. SI Technologies, Inc. ****
 - a. Regions Bid: 1, 2, 3, 4, 6, and 8**
- 22. Siemens Building Technologies, Inc. ****
 - a. Regions Bid: 2, 4, and 6**
- 23. Hello Alert, Inc**
 - a. Regions Bid: 1**
- 24. Adirondack Cabling, Inc**
 - a. Regions Bid: 5**
- 25. Sagem Morpho, Inc.**
 - a. Regions Bid: Statewide**

Lot 4: Installation Only

- 6. SI Technologies, Inc. ****
 - a. Regions Bid: 1, 2 and 3**

Lot 5: Systems Integration Only

- 7. SI Technologies, Inc. ****
 - a. Regions Bid: 1, 2, and 3**

***NOTE: The Following Manufacturer's Product Lines are NOT INCLUDED in Contract PT64060 held by Hello Alert, Inc.**

- 1. Farpointe Data, Inc.
- 2. Maxim/Dallas Semiconductor
- 3. Essex Electronics
- 4. Kaba Ilco Group

5. Xico Corp.
6. AAID Corp.
7. Suprema, Inc.
8. RFIdeas, Inc.
9. AlarmSaf
10. Ultra Electronics

****NOTE: Several Current Contract Holders submitted proposals to expand their contract award to include new Lots/Regions. OGS has maintained their contract number and listed their revised awards in the following chart.**

| <u>Contractor</u> | Contract # | Lot I | Lot II | Lot III | Lot IV | Lot V |
|-------------------------------|-------------------|--------------|---------------|----------------|---------------|--------------|
| Adirondack Cabling, Inc. | PT64058 | | | Region 5 | | |
| ComnetiX, Inc. | PT63109 | | | Statewide | | |
| Hello Alert, Inc. | PT64060 | | | Region 1 | | |
| Leica Geosystems, Inc. | PT64061 | Statewide | | | | |
| Linstar, Inc. | PT63106 | Regions 5-9 | | Regions 5-9 | | |
| Sagem Morpho, Inc. | PT64062 | | | Statewide | | |
| SI Technologies, Inc. | PT63302 | Statewide | Statewide | Statewide | Statewide | Statewide |
| Siemens Building Technologies | PT63200 | | | Statewide | | |

Please Note:

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

LIST OF SUBCONTRACTORS:

| LOT | Contractor | Sub-contractor/VARs | Regions |
|---------------|------------------------------|----------------------------|----------------------------|
| Lot 2: | SI Technologies, Inc. | Security By Design | Regions 1 and 2 |
| Lot 3: | SI Technologies, Inc. | Security By Design | Regions 1 and 2 |
| Lot 4: | SI Technologies, Inc. | Security By Design | Regions 1 and 2 |
| Lot 5: | SI Technologies, Inc. | Security By Design | Regions 1 and 2 |

NOTE: DCJS and FBI Certified Specifications:

Authorized Users:

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

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

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

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

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

Contract No.: _____ **Contractor:** _____

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

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

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

CONTRACTOR

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

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

 Date: _____

 Phone: _____

 E-mail: _____

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

OGS PROCUREMENT SERVICES GROUP
 Customer Services, 37th Floor
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
 * * * * *

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: _____

New York State Office of General Services
Procurement Services Group

Contract Usage Report

For the Semi Annual Period Ending _____ Indicate the Purchasing Officer: _____

Contractor Name: _____ Person Submitting Report: _____ Phone # _____

Address: _____ City: _____ State: _____ Zip: _____

Federal ID# of Contract Holder: _____

Group No. _____ Award No. _____ Contract No. _____ (Only one Contract # per report) ⁽¹⁾ Date Submitted: _____

| Contractor/Reseller Name | Fed ID of Contractor or Reseller | Minority or Women Owned Business (enter M or W) ⁽²⁾ | Customer Name | Total NY State or Non-State ⁽³⁾ (enter S or NS) | Description of Product/Part# | Purchase Date | Total Semi-Annual Sales | |
|--------------------------|----------------------------------|---|---------------|---|------------------------------|---------------|--|--|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Instructions: | | | | | | | Page/Sub-Total | |
| | | | | | | | Semi-Annual Grand Total ⁽⁴⁾ | |

⁽¹⁾ Indicate Contract Type (PT, PS, CMS) Only One Contract Type per Page

⁽²⁾ M/WB - Must be NYS Certified

⁽³⁾ The summary sheet is to be used to provide a listing of resellers and their total sales to be separated by State and Non- State

⁽⁴⁾ If multiple pages are required, the **last** page should reflect a Semi-Annual **grand total**

New York State Office of General Services
Procurement Services Group

Contract Usage Report-**Summary Sheet**

For the Semi Annual Period Ending _____ Indicate the Purchasing Officer: _____

Contractor Name: _____ Person Submitting Report: _____ Phone # _____

Address: _____ City: _____ State: _____ Zip: _____

Federal ID# of Contract Holder: _____

Group No. _____ Award No. _____ Contract No. _____ (Only One Contract # per report) ⁽¹⁾ Date Submitted: _____

| Contractor/Reseller Name | Minority or Women Owned Business (enter M or W) ⁽²⁾ | NY State or Non-State (enter S or NS) ⁽³⁾ | Semi-Annual Total Sales |
|--------------------------|--|--|---|
| | | | |
| | | | |
| | | | |
| Instructions: | | | Page/Sub-Total |
| | | | Semi-Annual Grand Total ⁽⁴⁾ |

⁽¹⁾ Indicate Contract Type (PT, PS, CMS) Only One Contract Type per Page

⁽²⁾ M/WB - Must be NYS Certified

⁽³⁾ The summary sheet is to be used to provide a listing of resellers and their total sales to be separated by State and Non-State

⁽⁴⁾ If multiple pages are required, the **last** page should reflect a Semi-Annual **grand total**

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.state.ny.us>

5th SUPPLEMENTAL CONTRACT AWARD NOTIFICATION
Updated October 10, 2008

| | |
|--------------------------------|---|
| Title | : Group 77201 Security Systems & Solutions (Statewide) Classification Code(s): 32, 43, 46, 92 |
| Award Number | : 20191 (Replaces Awards PGB-008057, PGB-19110, PGB-18735, PGB-3711, PGB-4509, 02204, PGB-02360, PGB-02455, PGB-02456, C-4476) |
| Contract Period | : August 27, 2007 through August 26, 2012 |
| Bid Opening Date | : June 17, 2008 |
| Date of Issue | : October 9, 2008 |
| Specification Reference | : As Incorporated In The RFP |
| Contractor Information | : Appears on Page 115 of this Award |

Address Inquiries To:

| State Agencies & Vendors | Political Subdivisions & Others |
|---|--|
| Name : Joseph Better Title : Purchasing Officer 1 Phone : 518-474-7101 Fax : 518-486-6867 E-mail : Joseph.better@ogs.state.ny.us | Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us |

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

Description

SECURITY SYSTEMS AND SOLUTIONS

PR # 20191

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Scope:

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

Contract(s) were awarded on the basis of best value to responsive, responsible, and compliant contractors within each LOT. Contracts were awarded both Statewide and by Region.

The contracts will be issued for a term of four (4) years and may be extended for up to two additional two-year periods and one additional one-year period. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years.

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

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

These contracts will be for Authorized Users of New York State contracts, which include New York State Agencies and others authorized by law (see NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS section). Accordingly, references to the State and its Agencies as users under these contracts encompass and include other users such as these entities.

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ALARM AND SIGNAL SYSTEMS
ALARM SYSTEMS – WIRELESS
BIOMETRIC ACCESS CONTROL
CAMERAS/LENSES
CCTV SYSTEMS
DVR'S
ELECTRONIC ACCESS CONTROL
ELECTRONIC ARTICLE SURVEILLANCE
FIRE PROTECTION/DETECTION/CONTROLS
GEOGRAPHIC POSITIONING SYSTEMS
GUARD TOUR SYSTEMS

ID CARD PRINTERS, READERS, CARDS, BADGES, ACCESSORIES
 ID EQUIP. ELECTRONIC CARD ID SYSTEM
 ID EQUIPMENT, ELECTRONIC
 INTEGRATED SECURITY SYSTEMS
 INTRUSION DETECTION/CONTROLS
 LOCKING HARDWARE
 MONITORING EQUIPMENT
 OTHER PHYSICAL SECURITY (LIGHTING/SAFES/ETC.)
 OUTDOOR PERIMETER (FENCES/GATES/ETC.)
 PORTALS, TURNSTILES, ETC
 RECORDING EQUIPMENT
 SECURITY MANAGEMENT SOFTWARE
 SECURITY OFFICE - PRODUCTS
 TRAINING/EDUCATION
 VIDEO/CCTV SYSTEMS & SURVELLIANCE

LOTS:

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

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

REGIONS:

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

| Regions | Areas | Counties |
|----------|-------------|--|
| Region 1 | Long Island | Nassau Suffolk |
| Region 2 | New York | Bronx Kings New York Queens Richmond |
| Region 3 | Westchester | Dutchess Putnam Westchester |
| Region 4 | Ulster | Orange Rockland Sullivan Ulster |

| | | |
|----------|--------------|--|
| Region 5 | Albany | Albany Columbia Delaware Fulton Greene Montgomery Otsego Rensselaer Schenectady Schoharie |
| Region 6 | Adirondack | Clinton Essex Franklin Hamilton Saratoga Warren Washington |
| Region 7 | Syracuse | Cayuga Herkimer Jefferson Lewis Madison Oneida Onondaga Oswego St. Lawrence |
| Region 8 | Finger Lakes | Broome Chemung Chenango Cortland Livingston Monroe Ontario Schuyler Seneca Steuben Tioga Tompkins Wayne Yates |
| Region 9 | Buffalo | Allegany Cattaraugus Chautauqua Erie Genesee Niagara Orleans Wyoming |

APPENDIX A:

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

APPENDIX B:

Appendix B, Office of General Services General Specifications dated June 2006, 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 this Contract resulting from RFP 20191, Revised 4/08 or Appendix A.

RFP 20191:

RFP 20191, Security Systems and Solutions, Revised 4/08, issued June 12, 2008, 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 this Contract resulting from Appendix B or Appendix A.

PARTICIPATION IN CENTRALIZED CONTRACTS:

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

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

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

EXTENSION OF USE:

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

TERM OF CONTRACT:

The term of the Contract will commence upon approval by the Office of State Comptroller and issuance by the Office of General Services and will continue for a period of five (5) years, and may be extended for up to two additional two year periods and one additional one year period. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years. The Contractor's authority to sell Security Systems and Solutions shall expire upon the termination of the purchase portion of the Contract as indicated above even though authorized users will be able to have maintenance continue past the contract expiration date.

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

TERMINATION OF CONTRACT

Please refer to Appendix B, Clause 59 for the circumstances permitting Termination for Cause and Termination for Convenience.

STOP WORK ORDER

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

CANCELLATION FOR CONVENIENCE:

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

NOTE TO CONTRACTOR:

Cash Discount, If Shown, Should be Given Special Attention.
**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR
PAYMENT.**
(See "Contract Payments" and "Electronic Payments" in this document.)

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

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

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

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

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

- a. Equal Employment Opportunity Requirements
By submission of a bid or proposal in response to this solicitation, the Offerer agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The contractor is required to ensure that the provisions of Appendix A clause 12 – Equal Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.
- b. Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses
Authorized Users are encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers on this contract for the provision of services and materials. To locate New York State Certified M/WBEs, the directory of Certified Businesses can be viewed at:
http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

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

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

EPA ENERGY STAR PROGRAM:

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

NOTE TO AUTHORIZED USERS:

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

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in the case of multiple awards for the same or similar equipment or systems, authorized users should contact contract holders to ensure they receive the best possible prices. Contracts issued as a result of RFP 20191 contain “not to exceed pricing” and authorized users should always seek better pricing when issuing a purchase order.

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

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

PURCHASE ORDER PREPARATION:

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

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

CONTRACT PAYMENTS:

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

The Contractor will submit an invoice after Acceptance or, in the case of “drop-ship” Products, after the Authorized User receives all the Products listed on the Purchase Order. If the invoice is issued before either of these actions, it is the Authorized User's responsibility to

write a letter to the Contractor stipulating the requirement for Acceptance or receipt of Product to occur prior to invoicing. This will stop the clock for the application of State Finance Law Article XI-A, item 15. After the receipt and/or Acceptance, all necessary Authorized User, OSC, etc. documents must be processed for payment of the invoice.

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

ELECTRONIC PAYMENTS:

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

NEW YORK STATE PROCUREMENT CARD:

See "Procurement Card" in Appendix B, OGS General Specifications.

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

1. Day Automation Systems, Inc.
2. Washington Electric Co., Inc.
3. Diebold Enterprise Security Systems, Inc..

PREVAILING WAGES:

WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM

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

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.

ADJUSTMENTS TO THE PREVAILING WAGE RATE SCHEDULES

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

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

The contractor has the sole responsibility to submit a request for a price adjustment to the Office of General Services on the applicable anniversary date (new prevailing wage rate schedule, PRC# 2008002488, issued by Department of Labor) and shall provide a copy of both the original and new wage rate schedules and other supporting documentation necessary to support the increase or decrease. Should the contractor fail to submit adjusted invoices and/or supporting documentation within three (3) months after the applicable anniversary date, the contractor shall be deemed to have waived its right to any increase in price, but the State reserves the right to make the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

ADJUSTMENTS TO LABOR RATES NOT COVERED BY PREVAILING WAGE RATE SCHEDULES

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

PRICE SHEETS AND CATALOGS:

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

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

INSTRUCTION MANUAL:

Simultaneous with delivery, the contractor(s) shall furnish to the authorized user a complete instruction manual for the product and for each component supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, schematic and

wiring diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

PRICING/RATES FOR TRAVEL COST:

All net prices **INCLUDE** all applicable shipping and handling (F.O.B. Destination, 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 include all travel and costs associated with accessing the installation site.

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

CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITIES:

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

SOFTWARE LICENSE AGREEMENTS:

Bidders are not permitted to sign, or agree to any Software License Agreement for the purchase, maintenance, installation, or systems integration of software for any contract issued under Group 77201-20191. Agreeing to any Software License Agreement would violate Appendix B (Reference Page 6).

REFERENCES:

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

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

If required, Authorized Users may utilize the forms on Pages 121 and 122 of this document.

LIST OF CONTRACTORS:

| <u>CONTRACT #</u> | <u>CONTRACTOR & ADDRESS</u> | <u>TELEPHONE #</u> | <u>FED.IDENT.#</u> |
|-------------------|---|--|--------------------|
| PT64059 | Day Automation Systems, Inc. 7931 Rae Boulevard Victor NY 14564 Contact: James L. Day Award Date: 9/29/2008 | Phone: (585)924-4630 ext 221 Toll Free: (800)836-0969 ext 221 Fax: (585)924-4698 Email: jlday@dayasi.com Website: www.dayasi.com | 16-1576146 |
| PT63536 | Diebold Enterprise Security Systems, Inc. 155 Lafayette Avenue White Plains NY 10603 Contact: Steve Porcaro Suppl. Award Date: 10/08/2008 | Phone: (914) 872-4484 Fax: (914)872-4509 Email: steve.porcaro@diebold.com Website: www.dieboldess.com | 90-0209740 |
| PT63538 | Washington Electric Co., Inc. 140 58 th Street, Suite 8F Brooklyn NY 11220 Contact: Jeffrey Goldberg Suppl. Award Date: 10/06/2008 | Phone: (718)491-6100 Fax: (718)765-1973 Email: jeff@washcomp.com Website: www.washcomp.com | 13-5473020 |

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

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 Security Systems and Solutions. Please use the following link to go directly to the pricing information pages. At the beginning of each price list tab is a summary of the products and/or services available.

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

Lot 1: Product Only

- 19. **Washington Electric Co., Inc. *****
 - a. **Regions Bid: Statewide**
- 20. **Day Automation Systems, Inc.**
 - a. **Regions Bid: 1-8**

Lot 3: Product, Installation, Integration, and Maintenance.

- 26. **Diebold Enterprise Security Systems, Inc. *****
 - a. **Regions Bid: 2,**

***NOTE: The Following Manufacturer’s Product Lines are NOT INCLUDED in Contract PT63538 held by Washington Electric Co., Inc.**

- 1. AMP-Netconnect (Tyco Electronics)
- 2. Data Cove
- 3. Navayo
- 4. Paragon
- 5. Geist Electronics

***NOTE: The Following Manufacturer’s Product Lines are NOT INCLUDED in Contract PT63536 held by Diebold Enterprise Security Systems Inc.**

- 1. Arecont Vison LLC
- 2. Barco Visual Solutions, LLC
- 2. Boon Edam Tomsed, Inc.
- 3. Control Concepts Corp.
- 4. Diversified Technology, Inc. (DITEK Corp.)
- 5. DoorKing, Inc.
- 6. Fargo Electronics, Inc.
- 7. GE Security, Inc.
- 8. HID Corp.
- 9. Kouba & Associates, Inc.
- 10. Knürr
- 11. Mate Media Access
- 12. Miti Tech, LLC
- 13. Nice Systems, Inc.
- 14. P3 – Preferred Power Products
- 15. SSS Siedle
- 16. Valcom, Inc.

****NOTE: Several Current Contract Holders submitted proposals to expand their contract award to include new Lots/Regions. OGS has maintained their contract number and listed their revised awards in the following chart.**

| <u>Contractor</u> | Contract # | Lot I | Lot II | Lot III | Lot IV | Lot V |
|---|-------------------|--------------|---------------|---------------------------|---------------|--------------|
| Day Automation Systems, Inc. | PT64059 | Regions 1-8 | | | | |
| Diebold Enterprise Security Systems, Inc. | PT63536 | | | Regions 1, 3, 5, 7, and 8 | | |
| Washington Electric Co., Inc. | PT63538 | Statewide | | | Region 2 | |

Please Note:

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

LIST OF SUBCONTRACTORS:

| LOT | Contractor | Sub-contractor/VARs | Regions |
|------------|-------------------|----------------------------|----------------|
|------------|-------------------|----------------------------|----------------|

NOTE: DCJS and FBI Certified Specifications:

Authorized Users:

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

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

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

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

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

Contract No.: _____ **Contractor:** _____

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

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

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

CONTRACTOR

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

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

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

OGS PROCUREMENT SERVICES GROUP
 Customer Services, 37th Floor
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
 * * * * *

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: _____

New York State Office of General Services
Procurement Services Group

Contract Usage Report

For the Semi Annual Period Ending _____ Indicate the Purchasing Officer: _____

Contractor Name: _____ Person Submitting Report: _____ Phone # _____

Address: _____ City: _____ State: _____ Zip: _____

Federal ID# of Contract Holder: _____

Group No. _____ Award No. _____ Contract No. _____ (Only one Contract # per report) ⁽¹⁾ Date Submitted: _____

| Contractor/Reseller Name | Fed ID of Contractor or Reseller | Minority or Women Owned Business (enter M or W) ⁽²⁾ | Customer Name | Total NY State or Non-State ⁽³⁾ (enter S or NS) | Description of Product/Part# | Purchase Date | Total Semi-Annual Sales | |
|--------------------------|----------------------------------|---|---------------|---|------------------------------|---------------|--|--|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Instructions: | | | | | | | Page/Sub-Total | |
| | | | | | | | Semi-Annual Grand Total ⁽⁴⁾ | |

⁽¹⁾ Indicate Contract Type (PT, PS, CMS) Only One Contract Type per Page

⁽²⁾ M/WB - Must be NYS Certified

⁽³⁾ The summary sheet is to be used to provide a listing of resellers and their total sales to be separated by State and Non- State

⁽⁴⁾ If multiple pages are required, the **last** page should reflect a Semi-Annual **grand total**

New York State Office of General Services
Procurement Services Group

Contract Usage Report-**Summary Sheet**

For the Semi Annual Period Ending _____ Indicate the Purchasing Officer: _____

Contractor Name: _____ Person Submitting Report: _____ Phone # _____

Address: _____ City: _____ State: _____ Zip: _____

Federal ID# of Contract Holder: _____

Group No. _____ Award No. _____ Contract No. _____ (Only One Contract # per report) ⁽¹⁾ Date Submitted: _____

| Contractor/Reseller Name | Minority or Women Owned Business (enter M or W) ⁽²⁾ | NY State or Non-State (enter S or NS) ⁽³⁾ | Semi-Annual Total Sales |
|--------------------------|--|--|---|
| | | | |
| | | | |
| | | | |
| Instructions: | | | Page/Sub-Total |
| | | | Semi-Annual Grand Total ⁽⁴⁾ |

⁽¹⁾ Indicate Contract Type (PT, PS, CMS) Only One Contract Type per Page

⁽²⁾ M/WB - Must be NYS Certified

⁽³⁾ The summary sheet is to be used to provide a listing of resellers and their total sales to be separated by State and Non-State

⁽⁴⁾ If multiple pages are required, the **last** page should reflect a Semi-Annual **grand total**

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.state.ny.us>

6th SUPPLEMENTAL CONTRACT AWARD NOTIFICATION
Updated November 7, 2008

| | |
|--------------------------------|--|
| Title | : Group 77201 Security Systems & Solutions (Statewide) Classification Code(s): 32, 43, 46, 92 |
| Award Number | : <u>20191</u> (Replaces Awards PGB-008057, PGB-19110, PGB-18735, PGB-3711, PGB-4509, 02204, PGB-02360, PGB-02455, PGB-02456, C-4476) |
| Contract Period | : August 27, 2007 through August 26, 2012 |
| Bid Opening Date | : June 17, 2008 |
| Date of Issue | : November 6, 2008 |
| Specification Reference | : As Incorporated In The RFP |
| Contractor Information | : Appears on Page 92 of this Award |

Address Inquiries To:

| State Agencies & Vendors | Political Subdivisions & Others |
|---|--|
| Name : Joseph Better Title : Purchasing Officer 1 Phone : 518-474-7101 Fax : 518-486-6867 E-mail : Joseph.better@ogs.state.ny.us | Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us |

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

Description

SECURITY SYSTEMS AND SOLUTIONS

PR # 20191

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Scope:

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

Contract(s) were awarded on the basis of best value to responsive, responsible, and compliant contractors within each LOT. Contracts were awarded both Statewide and by Region.

The contracts will be issued for a term of four (4) years and may be extended for up to two additional two-year periods and one additional one-year period. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years.

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

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

These contracts will be for Authorized Users of New York State contracts, which include New York State Agencies and others authorized by law (see NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS section). Accordingly, references to the State and its Agencies as users under these contracts encompass and include other users such as these entities.

These contracts will be for Authorized Users of New York State contracts, which include New York State Agencies and others authorized by law (see NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS section). Accordingly, references to the State and its Agencies as users under these contracts encompass and include other users such as these entities.

ALARM AND SIGNAL SYSTEMS
ALARM SYSTEMS – WIRELESS
BIOMETRIC ACCESS CONTROL
CAMERAS/LENSES
CCTV SYSTEMS
DVR'S
ELECTRONIC ACCESS CONTROL
ELECTRONIC ARTICLE SURVEILLANCE
FIRE PROTECTION/DETECTION/CONTROLS
GEOGRAPHIC POSITIONING SYSTEMS
GUARD TOUR SYSTEMS

ID CARD PRINTERS, READERS, CARDS, BADGES, ACCESSORIES
 ID EQUIP. ELECTRONIC CARD ID SYSTEM
 ID EQUIPMENT, ELECTRONIC
 INTEGRATED SECURITY SYSTEMS
 INTRUSION DETECTION/CONTROLS
 LOCKING HARDWARE
 MONITORING EQUIPMENT
 OTHER PHYSICAL SECURITY (LIGHTING/SAFES/ETC.)
 OUTDOOR PERIMETER (FENCES/GATES/ETC.)
 PORTALS, TURNSTILES, ETC
 RECORDING EQUIPMENT
 SECURITY MANAGEMENT SOFTWARE
 SECURITY OFFICE - PRODUCTS
 TRAINING/EDUCATION
 VIDEO/CCTV SYSTEMS & SURVELLIANCE

LOTS:

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

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

REGIONS:

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

| Regions | Areas | Counties |
|----------------|--------------|--|
| Region 1 | Long Island | Nassau Suffolk |
| Region 2 | New York | Bronx Kings New York Queens Richmond |
| Region 3 | Westchester | Dutchess Putnam Westchester |
| Region 4 | Ulster | Orange Rockland Sullivan Ulster |

| | | |
|----------|--------------|--|
| Region 5 | Albany | Albany Columbia Delaware Fulton Greene Montgomery Otsego Rensselaer Schenectady Schoharie |
| Region 6 | Adirondack | Clinton Essex Franklin Hamilton Saratoga Warren Washington |
| Region 7 | Syracuse | Cayuga Herkimer Jefferson Lewis Madison Oneida Onondaga Oswego St. Lawrence |
| Region 8 | Finger Lakes | Broome Chemung Chenango Cortland Livingston Monroe Ontario Schuyler Seneca Steuben Tioga Tompkins Wayne Yates |
| Region 9 | Buffalo | Allegany Cattaraugus Chautauqua Erie Genesee Niagara Orleans Wyoming |

APPENDIX A:

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

APPENDIX B:

Appendix B, Office of General Services General Specifications dated June 2006, 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 this Contract resulting from RFP 20191 or Appendix A.

RFP 20191:

RFP 20191, Security Systems and Solutions, Revised 4/08, issued June 12, 2008, 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 this Contract resulting from Appendix B or Appendix A.

PARTICIPATION IN CENTRALIZED CONTRACTS:

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

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

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

EXTENSION OF USE:

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

TERM OF CONTRACT:

The term of the Contract will commence upon approval by the Office of State Comptroller and issuance by the Office of General Services and will continue for a period of five (5) years, and may be extended for up to two additional two year periods and one additional one year period. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years. The Contractor's authority to sell Security Systems and Solutions shall expire upon the termination of the purchase portion of the Contract as indicated above even though authorized users will be able to have maintenance continue past the contract expiration date.

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

TERMINATION OF CONTRACT

Please refer to Appendix B, Clause 59 for the circumstances permitting Termination for Cause and Termination for Convenience.

STOP WORK ORDER

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

CANCELLATION FOR CONVENIENCE:

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

NOTE TO CONTRACTOR:

Cash Discount, If Shown, Should be Given Special Attention.
**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR
PAYMENT.**
(See "Contract Payments" and "Electronic Payments" in this document.)

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

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

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

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

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

- a. Equal Employment Opportunity Requirements
By submission of a bid or proposal in response to this solicitation, the Offerer agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The contractor is required to ensure that the provisions of Appendix A clause 12 – Equal Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.
- b. Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses
Authorized Users are encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers on this contract for the provision of services and materials. To locate New York State Certified M/WBEs, the directory of Certified Businesses can be viewed at:
http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

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

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

EPA ENERGY STAR PROGRAM:

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

NOTE TO AUTHORIZED USERS:

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

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in the case of multiple awards for the same or similar equipment or systems, authorized users should contact contract holders to ensure they receive the best possible prices. Contracts issued as a result of RFP 20191 contain “not to exceed pricing” and authorized users should always seek better pricing when issuing a purchase order.

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

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

PURCHASE ORDER PREPARATION:

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

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

CONTRACT PAYMENTS:

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

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

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

ELECTRONIC PAYMENTS:

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

NEW YORK STATE PROCUREMENT CARD:

See "Procurement Card" in Appendix B, OGS General Specifications.

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

1. Cross Match Technologies.
2. IK Systems, Inc.
3. Syracuse Time & Alarm Co., Inc.

MINIMUM ORDER

Minimum order shall be \$100.00

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

PREVAILING WAGES:

WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM

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

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.

ADJUSTMENTS TO THE PREVAILING WAGE RATE SCHEDULES

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

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

The contractor has the sole responsibility to submit a request for a price adjustment to the Office of General Services on the applicable anniversary date (new prevailing wage rate schedule, PRC# 2008002488, issued by Department of Labor) and shall provide a copy of both the original and new wage rate schedules and other supporting documentation necessary to support the increase or decrease. Should the contractor fail to submit adjusted invoices and/or supporting documentation within three (3) months after the applicable anniversary date, the contractor shall be deemed to have waived its right to any increase in price, but the State reserves the right to make the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

ADJUSTMENTS TO LABOR RATES NOT COVERED BY PREVAILING WAGE RATE SCHEDULES

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

PRICE SHEETS AND CATALOGS:

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

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

INSTRUCTION MANUAL:

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

PRICING/RATES FOR TRAVEL COST:

All net prices **INCLUDE** all applicable shipping and handling ((F.O.B. Destination, 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 include all travel and costs associated with accessing the installation site.

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

CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITIES:

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

SOFTWARE LICENSE AGREEMENTS:

Bidders are not permitted to sign, or agree to any Software License Agreement for the purchase, maintenance, installation, or systems integration of software for any contract issued under Group 77201-20191. Agreeing to any Software License Agreement would violate Appendix B-1 (Reference Page 6).

REFERENCES:

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

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

If required, Authorized Users may utilize the forms on Pages 101 and 102 of this document.

LIST of Contractors

| <u>CONTRACT #</u> | <u>CONTRACTOR & ADDRESS</u> | <u>TELEPHONE #</u> | <u>FED.IDENT.#</u> |
|--------------------------|---|--|---------------------------|
| PT64157 | Cross Match Technologies, Inc. 3950 RCA Blvd., Suite 5001 Palm Beach Gardens, FL 33410 Scott Clinton | Phone: (561) 622-2688 Toll Free: (877)260-2753 Fax: (561) 622-9938 Email: scott.clinton@crossmatch.com Website: www.corssmatch.com | 65-0637546 |
| Approval Date: | 10/29/2008 | | |
| PT64158 | IK Systems, Inc. 7625 Main Street Fishers Victor, NY 14564-8963 Contract: Andrew Chapman | Phone: (585) 924-9000x5003 Toll Free: (800) 800-6869 Fax: (585) 924-9018 Email: jeffs@iksystems.com Website: www.iksystems.com | 16-1326770 |
| Approval Date: | 10/22/2008 | | |
| PT64162 | Syracuse Time & Alarm Co., Inc. 2201 Burnet Avenue Syracuse, NY 13206 Contact: Jan Robertson | Phone: (315) 433-1234 Toll Free: (800) 762-2667 Fax: (315) 463-5006 Email: jrobertson@syrttime.com Website: www.syrttime.com | 16-1184747 |
| Approval Date: | 10/29/2008 | | |

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

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 Security Systems and Solutions. Please use the following link to go directly to the pricing information pages. At the beginning of each price list tab is a summary of the products and/or services available.

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

Lot 1: Product Only

- 20. Cross Match Technologies, Inc.
 - a. Regions Bid: Statewide
- 21. Syracuse Time & Alarm Co., Inc.
 - a. Regions Bid: 7 and 8

Lot 3: Product, Installation, Integration, and Maintenance.

- 28. IK Systems, Inc.
 - a. Regions Bid: 7, 8, and 9

| Contractor | Contract # | Lot I | Lot II | Lot III | Lot IV | Lot V |
|---------------------------------|------------|-----------------|--------|-------------|--------|-------|
| Cross Match Technologies, Inc. | PT64157 | Statewide | | | | |
| IK Systems, Inc. | PT64158 | | | Regions 7-9 | | |
| Syracuse Time & Alarm Co., inc. | PT64162 | Regions 7 and 8 | | | | |

Please Note:

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

LIST OF SUBCONTRACTORS:

| LOT | Contractor | Sub-contractor/VARs | Regions |
|------------|-------------------|----------------------------|----------------|
|------------|-------------------|----------------------------|----------------|

NOTE: DCJS and FBI Certified Specifications:

Authorized Users:

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

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

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

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

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

Contract No.: _____ **Contractor:** _____

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

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

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

CONTRACTOR

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

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

 Date: _____

 Phone: _____

 E-mail: _____

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

OGS PROCUREMENT SERVICES GROUP
 Customer Services, 37th Floor
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
 * * * * *

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: _____

New York State Office of General Services
Procurement Services Group

Contract Usage Report

For the Semi Annual Period Ending _____ Indicate the Purchasing Officer: _____

Contractor Name: _____ Person Submitting Report: _____ Phone # _____

Address: _____ City: _____ State: _____ Zip: _____

Federal ID# of Contract Holder: _____

Group No. _____ Award No. _____ Contract No. _____ (Only one Contract # per report) ⁽¹⁾ Date Submitted: _____

| Contractor/Reseller Name | Fed ID of Contractor or Reseller | Minority or Women Owned Business (enter M or W) ⁽²⁾ | Customer Name | Total NY State or Non-State ⁽³⁾ (enter S or NS) | Description of Product/Part# | Purchase Date | Total Semi-Annual Sales | |
|--------------------------|----------------------------------|---|---------------|---|------------------------------|---------------|--|--|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Instructions: | | | | | | | Page/Sub-Total | |
| | | | | | | | Semi-Annual Grand Total ⁽⁴⁾ | |

⁽¹⁾ Indicate Contract Type (PT, PS, CMS) Only One Contract Type per Page

⁽²⁾ M/WB - Must be NYS Certified

⁽³⁾ The summary sheet is to be used to provide a listing of resellers and their total sales to be separated by State and Non- State

⁽⁴⁾ If multiple pages are required, the **last** page should reflect a Semi-Annual **grand total**

New York State Office of General Services
Procurement Services Group

Contract Usage Report-**Summary Sheet**

For the Semi Annual Period Ending _____ Indicate the Purchasing Officer: _____

Contractor Name: _____ Person Submitting Report: _____ Phone # _____

Address: _____ City: _____ State: _____ Zip: _____

Federal ID# of Contract Holder: _____

Group No. _____ Award No. _____ Contract No. _____ (Only One Contract # per report) ⁽¹⁾ Date Submitted: _____

| Contractor/Reseller Name | Minority or Women Owned Business (enter M or W) ⁽²⁾ | NY State or Non-State (enter S or NS) ⁽³⁾ | Semi-Annual Total Sales |
|--------------------------|--|--|---|
| | | | |
| | | | |
| | | | |
| Instructions: | | | Page/Sub-Total |
| | | | Semi-Annual Grand Total ⁽⁴⁾ |

⁽¹⁾ Indicate Contract Type (PT, PS, CMS) Only One Contract Type per Page

⁽²⁾ M/WB - Must be NYS Certified

⁽³⁾ The summary sheet is to be used to provide a listing of resellers and their total sales to be separated by State and Non-State

⁽⁴⁾ If multiple pages are required, the **last** page should reflect a Semi-Annual **grand total**

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.state.ny.us>

7th SUPPLEMENTAL CONTRACT AWARD NOTIFICATION
Updated November 21, 2008

| | |
|--------------------------------|--|
| Title | : Group 77201 Security Systems & Solutions (Statewide) Classification Code(s): 32, 43, 46, 92 |
| Award Number | : <u>20191</u> (Replaces Awards PGB-008057, PGB-19110, PGB-18735, PGB-3711, PGB-4509, 02204, PGB-02360, PGB-02455, PGB-02456, C-4476) |
| Contract Period | : August 27, 2007 through August 26, 2012 |
| Bid Opening Date | : June 17, 2008 |
| Date of Issue | : November 21, 2008 |
| Specification Reference | : As Incorporated In The RFP |
| Contractor Information | : Appears on Page 162 of this Award |

Address Inquiries To:

| State Agencies & Vendors | Political Subdivisions & Others |
|---|--|
| Name : Joseph Better Title : Purchasing Officer 1 Phone : 518-474-7101 Fax : 518-486-6867 E-mail : Joseph.better@ogs.state.ny.us | Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us |

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

Description

SECURITY SYSTEMS AND SOLUTIONS

PR # 20191

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Scope:

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

Contract(s) were awarded on the basis of best value to responsive, responsible, and compliant contractors within each LOT. Contracts were awarded both Statewide and by Region.

The contracts will be issued for a term of four (4) years and may be extended for up to two additional two-year periods and one additional one-year period. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years.

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

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

These contracts will be for Authorized Users of New York State contracts, which include New York State Agencies and others authorized by law (see NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS section). Accordingly, references to the State and its Agencies as users under these contracts encompass and include other users such as these entities.

These contracts will be for Authorized Users of New York State contracts, which include New York State Agencies and others authorized by law (see NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS section). Accordingly, references to the State and its Agencies as users under these contracts encompass and include other users such as these entities.

ALARM AND SIGNAL SYSTEMS
ALARM SYSTEMS – WIRELESS
BIOMETRIC ACCESS CONTROL
CAMERAS/LENSES
CCTV SYSTEMS
DVR'S
ELECTRONIC ACCESS CONTROL
ELECTRONIC ARTICLE SURVEILLANCE
FIRE PROTECTION/DETECTION/CONTROLS
GEOGRAPHIC POSITIONING SYSTEMS
GUARD TOUR SYSTEMS

ID CARD PRINTERS, READERS, CARDS, BADGES, ACCESSORIES
 ID EQUIP. ELECTRONIC CARD ID SYSTEM
 ID EQUIPMENT, ELECTRONIC
 INTEGRATED SECURITY SYSTEMS
 INTRUSION DETECTION/CONTROLS
 LOCKING HARDWARE
 MONITORING EQUIPMENT
 OTHER PHYSICAL SECURITY (LIGHTING/SAFES/ETC.)
 OUTDOOR PERIMETER (FENCES/GATES/ETC.)
 PORTALS, TURNSTILES, ETC
 RECORDING EQUIPMENT
 SECURITY MANAGEMENT SOFTWARE
 SECURITY OFFICE - PRODUCTS
 TRAINING/EDUCATION
 VIDEO/CCTV SYSTEMS & SURVELLIANCE

LOTS:

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

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

REGIONS:

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

| Regions | Areas | Counties |
|----------|-------------|--|
| Region 1 | Long Island | Nassau Suffolk |
| Region 2 | New York | Bronx Kings New York Queens Richmond |
| Region 3 | Westchester | Dutchess Putnam Westchester |
| Region 4 | Ulster | Orange Rockland Sullivan Ulster |

| | | |
|----------|--------------|--|
| Region 5 | Albany | Albany Columbia Delaware Fulton Greene Montgomery Otsego Rensselaer Schenectady Schoharie |
| Region 6 | Adirondack | Clinton Essex Franklin Hamilton Saratoga Warren Washington |
| Region 7 | Syracuse | Cayuga Herkimer Jefferson Lewis Madison Oneida Onondaga Oswego St. Lawrence |
| Region 8 | Finger Lakes | Broome Chemung Chenango Cortland Livingston Monroe Ontario Schuyler Seneca Steuben Tioga Tompkins Wayne Yates |
| Region 9 | Buffalo | Allegany Cattaraugus Chautauqua Erie Genesee Niagara Orleans Wyoming |

APPENDIX A:

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

APPENDIX B:

Appendix B, Office of General Services General Specifications dated June 2006, 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 this Contract resulting from RFP 20191 or Appendix A.

RFP 20191:

RFP 20191, Security Systems and Solutions, Revised 4/08, issued June 12, 2008, 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 this Contract resulting from Appendix B or Appendix A.

PARTICIPATION IN CENTRALIZED CONTRACTS:

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

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

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

EXTENSION OF USE:

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

TERM OF CONTRACT:

The term of the Contract will commence upon approval by the Office of State Comptroller and issuance by the Office of General Services and will continue for a period of five (5) years, and may be extended for up to two additional two year periods and one additional one year period. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years. The Contractor's authority to sell Security Systems and Solutions shall expire upon the termination of the purchase portion of the Contract as indicated above even though authorized users will be able to have maintenance continue past the contract expiration date.

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

TERMINATION OF CONTRACT

Please refer to Appendix B, Clause 59 for the circumstances permitting Termination for Cause and Termination for Convenience.

STOP WORK ORDER

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

CANCELLATION FOR CONVENIENCE:

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

NOTE TO CONTRACTOR:

Cash Discount, If Shown, Should be Given Special Attention.
**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR
PAYMENT.**
(See "Contract Payments" and "Electronic Payments" in this document.)

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

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

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

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

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

- a. Equal Employment Opportunity Requirements
By submission of a bid or proposal in response to this solicitation, the Offerer agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The contractor is required to ensure that the provisions of Appendix A clause 12 – Equal Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.
- b. Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses
Authorized Users are encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers on this contract for the provision of services and materials. To locate New York State Certified M/WBEs, the directory of Certified Businesses can be viewed at:
http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

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

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

EPA ENERGY STAR PROGRAM:

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

NOTE TO AUTHORIZED USERS:

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

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in the case of multiple awards for the same or similar equipment or systems, authorized users should contact contract holders to ensure they receive the best possible prices. Contracts issued as a result of RFP 20191 contain “not to exceed pricing” and authorized users should always seek better pricing when issuing a purchase order.

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

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

PURCHASE ORDER PREPARATION:

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

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

CONTRACT PAYMENTS:

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

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

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

ELECTRONIC PAYMENTS:

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

NEW YORK STATE PROCUREMENT CARD:

See "Procurement Card" in Appendix B, OGS General Specifications.

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

1. Cogent Systems, Inc.
2. Identification Data and Imaging, LLC.

MINIMUM ORDER

Minimum order shall be \$100.00

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

PREVAILING WAGES:

WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM

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

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.

ADJUSTMENTS TO THE PREVAILING WAGE RATE SCHEDULES

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

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

The contractor has the sole responsibility to submit a request for a price adjustment to the Office of General Services on the applicable anniversary date (new prevailing wage rate schedule, PRC# 2008002488, issued by Department of Labor) and shall provide a copy of both the original and new wage rate schedules and other supporting documentation necessary to support the increase or decrease. Should the contractor fail to submit adjusted invoices and/or supporting documentation within three (3) months after the applicable anniversary date, the contractor shall be deemed to have waived its right to any increase in price, but the State reserves the right to make the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

ADJUSTMENTS TO LABOR RATES NOT COVERED BY PREVAILING WAGE RATE SCHEDULES

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

PRICE SHEETS AND CATALOGS:

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

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

INSTRUCTION MANUAL:

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

PRICING/RATES FOR TRAVEL COST:

All net prices **INCLUDE** all applicable shipping and handling ((F.O.B. Destination, 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 include all travel and costs associated with accessing the installation site.

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

CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITIES:

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

SOFTWARE LICENSE AGREEMENTS:

Bidders are not permitted to sign, or agree to any Software License Agreement for the purchase, maintenance, installation, or systems integration of software for any contract issued under Group 77201-20191. Agreeing to any Software License Agreement would violate Appendix B-1 (Reference Page 6).

REFERENCES:

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

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

If required, Authorized Users may utilize the forms on Pages 101 and 102 of this document.

LIST of Contractors

| <u>CONTRACT #</u> | <u>CONTRACTOR & ADDRESS</u> | <u>TELEPHONE #</u> | <u>FED.IDENT.#</u> |
|--------------------------|--|--|---------------------------|
| PT64156 | Cogent, Inc. d/b/a Cogent Systems, Inc. 5450 Frantz Road Dublin, OH 43016 Contact: Isam Saleh | Phone: (614) 718-9691 x 3315 Fax: (614) 718-9694 Email: isaleh@cogentsystems.com Website: www.cogentsystems.com | 95-4305768 |
| Approval Date: | 11/14/2008 | | |
| PT64159 | Identification Data & Imaging, LLC. 26 Harbor Park Drive Port Washington, NY 11050 Contact: Jeffrey Brodsky Contact: Jeffrey Brodsky | Phone: (516) 484-6500 Toll Free: (800) 270-1805 Fax: (516) 484-4486 Email: jbrodsky@idius.com Website: www.idius.com | 11-3387665 |
| Approval Date: | 11/20/2008 | | |

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

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 Security Systems and Solutions. Please use the following link to go directly to the pricing information pages. At the beginning of each price list tab is a summary of the products and/or services available.

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

Lot 1: Product Only

- 22. Cogent Systems, Inc.
 - a. Regions Bid: Statewide

Lot 2: Product and Maintenance

- 9. Cogent Systems, Inc.
 - a. Regions Bid: Statewide

Lot 3: Product, Installation, Integration, and Maintenance.

- 29. IK Systems, Inc.
 - a. Regions Bid: Statewide
- 30. Identification Data & Imaging, Inc.
 - a. Regions Bid: 1, 2, and 3

Lot 5: Systems Integration Only

- 8. Cogent Systems, Inc.
 - a. Regions Bid: Statewide

| Contractor | Contract # | Lot I | Lot II | Lot III | Lot IV | Lot V |
|-------------------------------------|------------|-----------|-----------|-------------|--------|-----------|
| Cogent Systems, Inc. | PT64157 | Statewide | Statewide | Statewide | | Statewide |
| Identification Data & Imaging, LLC. | PT64158 | | | Regions 1-3 | | |

Please Note:

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

LIST OF SUBCONTRACTORS:

| LOT | Contractor | Sub-contractor/VARs | Regions |
|------------|-------------------|----------------------------|----------------|
|------------|-------------------|----------------------------|----------------|

NOTE: DCJS and FBI Certified Specifications:

Authorized Users:

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

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

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

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

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

Contract No.: _____ **Contractor:** _____

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

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

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

CONTRACTOR

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

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

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

OGS PROCUREMENT SERVICES GROUP
 Customer Services, 37th Floor
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
 * * * * *

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: _____

New York State Office of General Services
Procurement Services Group

Contract Usage Report

For the Semi Annual Period Ending _____ Indicate the Purchasing Officer: _____

Contractor Name: _____ Person Submitting Report: _____ Phone # _____

Address: _____ City: _____ State: _____ Zip: _____

Federal ID# of Contract Holder: _____

Group No. _____ Award No. _____ Contract No. _____ (Only one Contract # per report) ⁽¹⁾ Date Submitted: _____

| Contractor/Reseller Name | Fed ID of Contractor or Reseller | Minority or Women Owned Business (enter M or W) ⁽²⁾ | Customer Name | Total NY State or Non-State ⁽³⁾ (enter S or NS) | Description of Product/Part# | Purchase Date | Total Semi-Annual Sales | |
|--------------------------|----------------------------------|---|---------------|---|------------------------------|---------------|--|--|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Instructions: | | | | | | | Page/Sub-Total | |
| | | | | | | | Semi-Annual Grand Total ⁽⁴⁾ | |

⁽¹⁾ Indicate Contract Type (PT, PS, CMS) Only One Contract Type per Page

⁽²⁾ M/WB - Must be NYS Certified

⁽³⁾ The summary sheet is to be used to provide a listing of resellers and their total sales to be separated by State and Non- State

⁽⁴⁾ If multiple pages are required, the **last** page should reflect a Semi-Annual **grand total**

New York State Office of General Services
Procurement Services Group

Contract Usage Report-**Summary Sheet**

For the Semi Annual Period Ending _____ Indicate the Purchasing Officer: _____

Contractor Name: _____ Person Submitting Report: _____ Phone # _____

Address: _____ City: _____ State: _____ Zip: _____

Federal ID# of Contract Holder: _____

Group No. _____ Award No. _____ Contract No. _____ (Only One Contract # per report) ⁽¹⁾ Date Submitted: _____

| Contractor/Reseller Name | Minority or Women Owned Business (enter M or W) ⁽²⁾ | NY State or Non-State (enter S or NS) ⁽³⁾ | Semi-Annual Total Sales |
|--------------------------|--|--|---|
| | | | |
| | | | |
| | | | |
| Instructions: | | | Page/Sub-Total |
| | | | Semi-Annual Grand Total ⁽⁴⁾ |

⁽¹⁾ Indicate Contract Type (PT, PS, CMS) Only One Contract Type per Page

⁽²⁾ M/WB - Must be NYS Certified

⁽³⁾ The summary sheet is to be used to provide a listing of resellers and their total sales to be separated by State and Non-State

⁽⁴⁾ If multiple pages are required, the **last** page should reflect a Semi-Annual **grand total**

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.state.ny.us>

8th SUPPLEMENTAL CONTRACT AWARD NOTIFICATION
Updated January 9, 2009

| | |
|--------------------------------|---|
| Title | : Group 77201 Security Systems & Solutions (Statewide) Classification Code(s): 32, 43, 46, 92 |
| Award Number | : 20191 (Replaces Awards PGB-008057, PGB-19110, PGB-18735, PGB-3711, PGB-4509, 02204, PGB-02360, PGB-02455, PGB-02456, C-4476) |
| Contract Period | : August 27, 2007 through August 26, 2012 |
| Bid Opening Date | : June 17, 2008 |
| Date of Issue | : January 7, 2009 |
| Specification Reference | : As Incorporated In The RFP |
| Contractor Information | : Appears on Page 186 of this Award |

Address Inquiries To:

| State Agencies & Vendors | Political Subdivisions & Others |
|---|--|
| Name : Joseph Better Title : Purchasing Officer 1 Phone : 518-474-7101 Fax : 518-486-6867 E-mail : Joseph.better@ogs.state.ny.us | Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us |

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

Description

SECURITY SYSTEMS AND SOLUTIONS

PR # 20191

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Scope:

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

Contract(s) were awarded on the basis of best value to responsive, responsible, and compliant contractors within each LOT. Contracts were awarded both Statewide and by Region.

The contracts will be issued for a term of four (4) years and may be extended for up to two additional two-year periods and one additional one-year period. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years.

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

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

These contracts will be for Authorized Users of New York State contracts, which include New York State Agencies and others authorized by law (see NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS section). Accordingly, references to the State and its Agencies as users under these contracts encompass and include other users such as these entities.

These contracts will be for Authorized Users of New York State contracts, which include New York State Agencies and others authorized by law (see NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS section). Accordingly, references to the State and its Agencies as users under these contracts encompass and include other users such as these entities.

ALARM AND SIGNAL SYSTEMS
ALARM SYSTEMS – WIRELESS
BIOMETRIC ACCESS CONTROL
CAMERAS/LENSES
CCTV SYSTEMS
DVR'S
ELECTRONIC ACCESS CONTROL
ELECTRONIC ARTICLE SURVEILLANCE
FIRE PROTECTION/DETECTION/CONTROLS

GEOGRAPHIC POSITIONING SYSTEMS
 GUARD TOUR SYSTEMS
 ID CARD PRINTERS, READERS, CARDS, BADGES, ACCESSORIES
 ID EQUIP. ELECTRONIC CARD ID SYSTEM
 ID EQUIPMENT, ELECTRONIC
 INTEGRATED SECURITY SYSTEMS
 INTRUSION DETECTION/CONTROLS
 LOCKING HARDWARE
 MONITORING EQUIPMENT
 OTHER PHYSICAL SECURITY (LIGHTING/SAFES/ETC.)
 OUTDOOR PERIMETER (FENCES/GATES/ETC.)
 PORTALS, TURNSTILES, ETC
 RECORDING EQUIPMENT
 SECURITY MANAGEMENT SOFTWARE
 SECURITY OFFICE - PRODUCTS
 TRAINING/EDUCATION
 VIDEO/CCTV SYSTEMS & SURVELLIANCE

LOTS:

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

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

REGIONS:

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

| Regions | Areas | Counties |
|----------|-------------|--|
| Region 1 | Long Island | Nassau Suffolk |
| Region 2 | New York | Bronx Kings New York Queens Richmond |
| Region 3 | Westchester | Dutchess Putnam Westchester |
| Region 4 | Ulster | Orange Rockland Sullivan Ulster |

| | | |
|----------|--------------|--|
| Region 5 | Albany | Albany Columbia Delaware Fulton Greene Montgomery Otsego Rensselaer Schenectady Schoharie |
| Region 6 | Adirondack | Clinton Essex Franklin Hamilton Saratoga Warren Washington |
| Region 7 | Syracuse | Cayuga Herkimer Jefferson Lewis Madison Oneida Onondaga Oswego St. Lawrence |
| Region 8 | Finger Lakes | Broome Chemung Chenango Cortland Livingston Monroe Ontario Schuyler Seneca Steuben Tioga Tompkins Wayne Yates |
| Region 9 | Buffalo | Allegany Cattaraugus Chautauqua Erie Genesee Niagara Orleans Wyoming |

APPENDIX A:

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

APPENDIX B:

Appendix B, Office of General Services General Specifications dated June 2006, 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 this Contract resulting from RFP 20191 or Appendix A.

RFP 20191:

RFP 20191, Security Systems and Solutions, Revised 4/08, issued June 12, 2008, 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 this Contract resulting from Appendix B or Appendix A.

PARTICIPATION IN CENTRALIZED CONTRACTS:

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

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

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

EXTENSION OF USE:

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

TERM OF CONTRACT:

The term of the Contract will commence upon approval by the Office of State Comptroller and issuance by the Office of General Services and will continue for a period of five (5) years, and may be extended for up to two additional two year periods and one additional one year period. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years. The Contractor's authority to sell Security Systems and Solutions shall expire upon the termination of the purchase portion of the Contract as indicated above even though authorized users will be able to have maintenance continue past the contract expiration date.

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

TERMINATION OF CONTRACT

Please refer to Appendix B, Clause 59 for the circumstances permitting Termination for Cause and Termination for Convenience.

STOP WORK ORDER

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

CANCELLATION FOR CONVENIENCE:

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

NOTE TO CONTRACTOR:

Cash Discount, If Shown, Should be Given Special Attention.
**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR
PAYMENT.**
(See "Contract Payments" and "Electronic Payments" in this document.)

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

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

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

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

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

- a. Equal Employment Opportunity Requirements
By submission of a bid or proposal in response to this solicitation, the Offerer agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The contractor is required to ensure that the provisions of Appendix A clause 12 – Equal Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.
- b. Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses
Authorized Users are encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers on this contract for the provision of services and materials. To locate New York State Certified M/WBEs, the directory of Certified Businesses can be viewed at:
http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

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

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

EPA ENERGY STAR PROGRAM:

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

NOTE TO AUTHORIZED USERS:

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

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in the case of multiple awards for the same or similar equipment or systems, authorized users should contact contract holders to ensure they receive the best possible prices. Contracts issued as a result of RFP 20191 contain “not to exceed pricing” and authorized users should always seek better pricing when issuing a purchase order.

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

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

PURCHASE ORDER PREPARATION:

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

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

CONTRACT PAYMENTS:

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

The Contractor will submit an invoice after Acceptance or, in the case of “drop-ship” Products, after the Authorized User receives all the Products listed on the Purchase Order. If the invoice is issued before either of these actions, it is the Authorized User's responsibility to

write a letter to the Contractor stipulating the requirement for Acceptance or receipt of Product to occur prior to invoicing. This will stop the clock for the application of State Finance Law Article XI-A, item 15. After the receipt and/or Acceptance, all necessary Authorized User, OSC, etc. documents must be processed for payment of the invoice.

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

ELECTRONIC PAYMENTS:

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

NEW YORK STATE PROCUREMENT CARD:

See "Procurement Card" in Appendix B, OGS General Specifications.

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

1. Control Network Communicatnios, Inc.
2. Motorola, Inc.
3. Kintronics, Inc.
4. Trimble Navigation, Ltd., Inc.
5. Technical Systems Group, Inc.

MINIMUM ORDER

Minimum order shall be \$100.00

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

PREVAILING WAGES:

WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM

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

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.

ADJUSTMENTS TO THE PREVAILING WAGE RATE SCHEDULES

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

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

The contractor has the sole responsibility to submit a request for a price adjustment to the Office of General Services on the applicable anniversary date (new prevailing wage rate schedule, PRC# 2008002488, issued by Department of Labor) and shall provide a copy of both the original and new wage rate schedules and other supporting documentation necessary to support the increase or decrease. Should the contractor fail to submit adjusted invoices and/or supporting documentation within three (3) months after the applicable anniversary date, the contractor shall be deemed to have waived its right to any increase in price, but the State reserves the right to make the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

ADJUSTMENTS TO LABOR RATES NOT COVERED BY PREVAILING WAGE RATE SCHEDULES

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

PRICE SHEETS AND CATALOGS:

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

Catalogs and price lists may be furnished in either hard-copy or electronic format. If available in both formats, they shall be furnished in the format preferred by the requesting authorized

user. Upon request the contractor shall assist authorized users in the use of catalogs and price lists.

INSTRUCTION MANUAL:

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

PRICING/RATES FOR TRAVEL COST:

All net prices **INCLUDE** all applicable shipping and handling ((F.O.B. Destination, 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 include all travel and costs associated with accessing the installation site.

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

CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITIES:

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

SOFTWARE LICENSE AGREEMENTS:

Bidders are not permitted to sign, or agree to any Software License Agreement for the purchase, maintenance, installation, or systems integration of software for any contract issued under Group 77201-20191. Agreeing to any Software License Agreement would violate Appendix B-1 (Reference Page 6).

REFERENCES:

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

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

If required, Authorized Users may utilize the forms on Pages 101 and 102 of this document.

NYS WORKER'S COMPENSATION/DISABILITIES BENEFITS INSURANCE REQUIREMENTS:

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

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

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

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

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

The link below can be used for additional information:

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

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

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

Workers Compensation - <http://www.wcb.state.ny.us/content/onlineforms/obtainC105.jsp>
Disability Benefits - <http://www.wcb.state.ny.us/content/onlineforms/obtainDB120-1.jsp>

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

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

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

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

LIST of Contractors

| <u>CONTRACT #</u> | <u>CONTRACTOR & ADDRESS</u> | <u>TELEPHONE #</u> | <u>FED.IDENT.#</u> |
|--------------------------|--|---|---------------------------|
| PT64155 | Control Network Communications, Inc. 19 Walker Way Albany, NY 12205 Contact: David Rusilas | Phone: (518) 862-9121 Fax: (518) 862-9130 Email: david.Rusilas@controlnetwork.com Website: www.controlnetwork.com | 14-1758220 |
| Award Date: | 11/28/2008 | | |
| PT64161 | Motorola, Inc. 1250 North Tustin Avenue Anaheim, CA 92807 Contact: Jayne Goodall | Phone: (714) 575-2956 Toll Free: (800) 734-6241 Fax: (714) 237-0050 Email: Jayne.Goodall@motorola.com Website: www.motorola.com/biometrics | 36-1115800 |
| Award Date: | 12/02/2008 | | |
| PT64163 | Trimble Navigation, Ltd. 935 Stewart Drive Sunnyvale, CA 94085 Contact: Collean Bean | Phone: (720) 587-4554 Toll Free: (800) 480-0510 Fax: (303) 379-5404 Email: Trimble_orders@trimble.com Website: www.trimble.com | 94-280-2192 |
| Award Date: | 1/05/2009 | | |
| PT64310 | Technical Systems Group, Inc. 1799 Clinton Avenue North Rochester, NY 14621 Contact: Susan J. Traniello | Phone: (585)467-2390 Toll Free: (866)533-2027 Fax: (585) 342-2180 Email: suetraniello@tsgsecurity.com Website: www.tsgsecurity.com | 16-1189739 |
| Award Date: | 1/06/2009 | | |
| PT64311 | Kintronics, Inc. 500 Executive Blvd. Ossining, NY 10562 Contact: Dennis Gallen | Phone: (914)944-3425 Toll Free: (800)431-1658 Fax: (914) 944-0717 Email: dennis@kintronics.com Website: www.kintronics.com | 13-2913208 |
| Award Date: | 12/19/2008 | | |

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

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 Security Systems and Solutions. Please use the following link to go directly to the pricing information pages. At the beginning of each price list tab is a summary of the products and/or services available.

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

Lot 1: Product Only

- 23. Motorola, Inc.
 - a. Regions Bid: Statewide
- 24. Technical Systems Group, Inc.
 - a. Regions Bid: 7, 8, and 9
- 25. Kintronics, Inc.
 - a. Regions Bid: Statewide

Lot 2: Product and Maintenance

- 10. Motorola, Inc.
 - a. Regions Bid: Statewide
- 11. Trimble Navigation, Ltd.
 - a. Regions Bid: Statewide

Lot 3: Product, Installation, Integration, and Maintenance.

- 31. Control Network Communications, Inc.
 - a. Regions Bid: 4, 5, 6, 7, 8, and 9*
- 32. Motorola, Inc.
 - a. Regions Bid: Statewide
- 33. Technical Systems Group, Inc.
 - a. Regions Bid: 7, 8, and 9

Lot 4: Installation Only

- 7. Technical Systems Group, Inc.
 - a. Regions Bid: 7, 8, and 9

Lot 5: Systems Integration Only

***NOTE: The Following Manufacturer’s Product Lines are NOT INCLUDED in Contract PT64155 held by Control Network Communications Inc.**

- 1. Adams Rite
- 2. CommScope
- 3. Fujinon
- 4. HES Folger Adams
- 5. Transitions

| Contractor | Contract # | Lot I | Lot II | Lot III | Lot IV | Lot V |
|-------------------|-------------------|--------------|---------------|----------------|---------------|--------------|
| Control Network | PT64155 | | | Regions | | |

| | | | | | | |
|-------------------------------|---------|----------------|-----------|----------------|----------------|--|
| Communications, Inc. | | | | 4-9 | | |
| Motorola, Inc. | PT64161 | Statewide | Statewide | Statewide | | |
| Kintronics, Inc. | PT64311 | Statewide | | | | |
| Trimble Navigation, Ltd. | PT64163 | | Statewide | | | |
| Technical Systems Group, Inc. | PT64157 | Regions 7-9 | | Regions 7-9 | Regions 7-9 | |

Please Note:

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

LIST OF SUBCONTRACTORS:

| LOT | Contractor | Sub-contractor/VARs | Regions |
|--------------|--------------------------------------|---------------------------------------|----------------------------|
| Lot 3 | Trimble Navigation, Ltd. | Keystone Precision Instruments | Statewide |
| Lot 3 | Technical Systems Group, Inc. | Advanced Safe and Lock Inc. | Regions 7, 8, and 9 |
| | | Alliance Door Hardware | Region 8 |
| | | Blackmon-Farrell Electric Inc | Region 8 |
| | | Hewitt Young Electric, Inc | Region 8 |
| | | O'Connell Electric | Regions 7, 8, and 9 |
| | | Szulgit Electric Inc. | Regions 7, 8, and 9 |

How to use Technical Systems Group Inc Subcontractors

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

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

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

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

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

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

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

NOTE: DCJS and FBI Certified Specifications:

Authorized Users:

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

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

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

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

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

Contract No.: _____ **Contractor:** _____

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

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

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

CONTRACTOR

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

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

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

OGS PROCUREMENT SERVICES GROUP
 Customer Services, 37th Floor
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
 * * * * *

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: _____

New York State Office of General Services
Procurement Services Group

Contract Usage Report

For the Semi Annual Period Ending _____ Indicate the Purchasing Officer: _____

Contractor Name: _____ Person Submitting Report: _____ Phone # _____

Address: _____ City: _____ State: _____ Zip: _____

Federal ID# of Contract Holder: _____

Group No. _____ Award No. _____ Contract No. _____ (Only one Contract # per report) ⁽¹⁾ Date Submitted: _____

| Contractor/Reseller Name | Fed ID of Contractor or Reseller | Minority or Women Owned Business (enter M or W) ⁽²⁾ | Customer Name | Total NY State or Non-State ⁽³⁾ (enter S or NS) | Description of Product/Part# | Purchase Date | Total Semi-Annual Sales | |
|--------------------------|----------------------------------|---|---------------|---|------------------------------|---------------|--|--|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Instructions: | | | | | | | Page/Sub-Total | |
| | | | | | | | Semi-Annual Grand Total ⁽⁴⁾ | |

⁽¹⁾ Indicate Contract Type (PT, PS, CMS) Only One Contract Type per Page

⁽²⁾ M/WB - Must be NYS Certified

⁽³⁾ The summary sheet is to be used to provide a listing of resellers and their total sales to be separated by State and Non- State

⁽⁴⁾ If multiple pages are required, the **last** page should reflect a Semi-Annual **grand total**

New York State Office of General Services
Procurement Services Group

Contract Usage Report-**Summary Sheet**

For the Semi Annual Period Ending _____ Indicate the Purchasing Officer: _____

Contractor Name: _____ Person Submitting Report: _____ Phone # _____

Address: _____ City: _____ State: _____ Zip: _____

Federal ID# of Contract Holder: _____

Group No. _____ Award No. _____ Contract No. _____ (Only One Contract # per report) ⁽¹⁾ Date Submitted: _____

| Contractor/Reseller Name | Minority or Women Owned Business (enter M or W) ⁽²⁾ | NY State or Non-State (enter S or NS) ⁽³⁾ | Semi-Annual Total Sales |
|--------------------------|--|--|---|
| | | | |
| | | | |
| | | | |
| Instructions: | | | Page/Sub-Total |
| | | | Semi-Annual Grand Total ⁽⁴⁾ |

⁽¹⁾ Indicate Contract Type (PT, PS, CMS) Only One Contract Type per Page

⁽²⁾ M/WB - Must be NYS Certified

⁽³⁾ The summary sheet is to be used to provide a listing of resellers and their total sales to be separated by State and Non-State

⁽⁴⁾ If multiple pages are required, the **last** page should reflect a Semi-Annual **grand total**

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.state.ny.us>

9th SUPPLEMENTAL CONTRACT AWARD NOTIFICATION
Updated March 3, 2009

| | |
|--------------------------------|---|
| Title | : Group 77201 Security Systems & Solutions (Statewide) Classification Code(s): 32, 43, 46, 92 |
| Award Number | : 20191 (Replaces Awards PGB-008057, PGB-19110, PGB-18735, PGB-3711, PGB-4509, 02204, PGB-02360, PGB-02455, PGB-02456, C-4476) |
| Contract Period | : August 27, 2007 through August 26, 2012 |
| Bid Opening Date | : June 17, 2008 |
| Date of Issue | : February 27, 2009 |
| Specification Reference | : As Incorporated In The RFP |
| Contractor Information | : Appears on Page 210 of this Award |

Address Inquiries To:

| State Agencies & Vendors | Political Subdivisions & Others |
|---|--|
| Name : Joseph Better Title : Purchasing Officer 1 Phone : 518-474-7101 Fax : 518-486-6867 E-mail : Joseph.better@ogs.state.ny.us | Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us |

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

Description

SECURITY SYSTEMS AND SOLUTIONS

PR # 20191

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Scope:

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

Contract(s) were awarded on the basis of best value to responsive, responsible, and compliant contractors within each LOT. Contracts were awarded both Statewide and by Region.

The contracts will be issued for a term of four (4) years and may be extended for up to two additional two-year periods and one additional one-year period. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years.

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

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

These contracts will be for Authorized Users of New York State contracts, which include New York State Agencies and others authorized by law (see NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS section). Accordingly, references to the State and its Agencies as users under these contracts encompass and include other users such as these entities.

These contracts will be for Authorized Users of New York State contracts, which include New York State Agencies and others authorized by law (see NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS section). Accordingly, references to the State and its Agencies as users under these contracts encompass and include other users such as these entities.

ALARM AND SIGNAL SYSTEMS
ALARM SYSTEMS – WIRELESS
BIOMETRIC ACCESS CONTROL
CAMERAS/LENSES
CCTV SYSTEMS
DVR'S
ELECTRONIC ACCESS CONTROL
ELECTRONIC ARTICLE SURVEILLANCE

FIRE PROTECTION/DETECTION/CONTROLS
 GEOGRAPHIC POSITIONING SYSTEMS
 GUARD TOUR SYSTEMS
 ID CARD PRINTERS, READERS, CARDS, BADGES, ACCESSORIES
 ID EQUIP. ELECTRONIC CARD ID SYSTEM
 ID EQUIPMENT, ELECTRONIC
 INTEGRATED SECURITY SYSTEMS
 INTRUSION DETECTION/CONTROLS
 LOCKING HARDWARE
 MONITORING EQUIPMENT
 OTHER PHYSICAL SECURITY (LIGHTING/SAFES/ETC.)
 OUTDOOR PERIMETER (FENCES/GATES/ETC.)
 PORTALS, TURNSTILES, ETC
 RECORDING EQUIPMENT
 SECURITY MANAGEMENT SOFTWARE
 SECURITY OFFICE - PRODUCTS
 TRAINING/EDUCATION
 VIDEO/CCTV SYSTEMS & SURVELLIANCE

LOTS:

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

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

REGIONS:

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

| Regions | Areas | Counties |
|----------|-------------|--|
| Region 1 | Long Island | Nassau Suffolk |
| Region 2 | New York | Bronx Kings New York Queens Richmond |
| Region 3 | Westchester | Dutchess Putnam Westchester |
| Region 4 | Ulster | Orange Rockland Sullivan Ulster |

| | | |
|----------|--------------|--|
| Region 5 | Albany | Albany Columbia Delaware Fulton Greene Montgomery Otsego Rensselaer Schenectady Schoharie |
| Region 6 | Adirondack | Clinton Essex Franklin Hamilton Saratoga Warren Washington |
| Region 7 | Syracuse | Cayuga Herkimer Jefferson Lewis Madison Oneida Onondaga Oswego St. Lawrence |
| Region 8 | Finger Lakes | Broome Chemung Chenango Cortland Livingston Monroe Ontario Schuyler Seneca Steuben Tioga Tompkins Wayne Yates |
| Region 9 | Buffalo | Allegany Cattaraugus Chautauqua Erie Genesee Niagara Orleans Wyoming |

APPENDIX A:

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

APPENDIX B:

Appendix B, Office of General Services General Specifications dated June 2006, 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 this Contract resulting from RFP 20191 or Appendix A.

RFP 20191:

RFP 20191, Security Systems and Solutions, Revised 4/08, issued June 12, 2008, 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 this Contract resulting from Appendix B or Appendix A.

PARTICIPATION IN CENTRALIZED CONTRACTS:

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

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

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

EXTENSION OF USE:

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

TERM OF CONTRACT:

The term of the Contract will commence upon approval by the Office of State Comptroller and issuance by the Office of General Services and will continue for a period of five (5) years, and may be extended for up to two additional two year periods and one additional one year period. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years. The Contractor's authority to sell Security Systems and Solutions shall expire upon the termination of the purchase portion of the Contract as indicated above even though authorized users will be able to have maintenance continue past the contract expiration date.

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

TERMINATION OF CONTRACT

Please refer to Appendix B, Clause 59 for the circumstances permitting Termination for Cause and Termination for Convenience.

STOP WORK ORDER

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

CANCELLATION FOR CONVENIENCE:

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

NOTE TO CONTRACTOR:

Cash Discount, If Shown, Should be Given Special Attention.
**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR
PAYMENT.**
(See "Contract Payments" and "Electronic Payments" in this document.)

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

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

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

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

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

- a. Equal Employment Opportunity Requirements
By submission of a bid or proposal in response to this solicitation, the Offerer agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The contractor is required to ensure that the provisions of Appendix A clause 12 – Equal Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.
- b. Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses
Authorized Users are encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers on this contract for the provision of services and materials. To locate New York State Certified M/WBEs, the directory of Certified Businesses can be viewed at:
http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

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

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

EPA ENERGY STAR PROGRAM:

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

NOTE TO AUTHORIZED USERS:

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

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in the case of multiple awards for the same or similar equipment or systems, authorized users should contact contract holders to ensure they receive the best possible prices. Contracts issued as a result of RFP 20191 contain “not to exceed pricing” and authorized users should always seek better pricing when issuing a purchase order.

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

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

PURCHASE ORDER PREPARATION:

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

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

CONTRACT PAYMENTS:

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

The Contractor will submit an invoice after Acceptance or, in the case of “drop-ship” Products, after the Authorized User receives all the Products listed on the Purchase Order. If the invoice is issued before either of these actions, it is the Authorized User's responsibility to

write a letter to the Contractor stipulating the requirement for Acceptance or receipt of Product to occur prior to invoicing. This will stop the clock for the application of State Finance Law Article XI-A, item 15. After the receipt and/or Acceptance, all necessary Authorized User, OSC, etc. documents must be processed for payment of the invoice.

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

ELECTRONIC PAYMENTS:

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

NEW YORK STATE PROCUREMENT CARD:

See "Procurement Card" in Appendix B, OGS General Specifications.

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

1. Life Safety Engineered Systems, Inc.
2. LPC, Inc.
3. EIA Datacom, Inc.
4. Smiths Detection, Inc.
5. Intralogic Solutions, Inc.
6. Activu Corporation

MINIMUM ORDER

Minimum order shall be \$100.00

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

PREVAILING WAGES:

WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM

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

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.

ADJUSTMENTS TO THE PREVAILING WAGE RATE SCHEDULES

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

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

The contractor has the sole responsibility to submit a request for a price adjustment to the Office of General Services on the applicable anniversary date (new prevailing wage rate schedule, PRC# 2008002488, issued by Department of Labor) and shall provide a copy of both the original and new wage rate schedules and other supporting documentation necessary to support the increase or decrease. Should the contractor fail to submit adjusted invoices and/or supporting documentation within three (3) months after the applicable anniversary date, the contractor shall be deemed to have waived its right to any increase in price, but the State reserves the right to make the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

ADJUSTMENTS TO LABOR RATES NOT COVERED BY PREVAILING WAGE RATE SCHEDULES

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

PRICE SHEETS AND CATALOGS:

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

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

INSTRUCTION MANUAL:

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

PRICING/RATES FOR TRAVEL COST:

All net prices **INCLUDE** all applicable shipping and handling ((F.O.B. Destination, 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 include all travel and costs associated with accessing the installation site.

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

CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITIES:

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

SOFTWARE LICENSE AGREEMENTS:

Bidders are not permitted to sign, or agree to any Software License Agreement for the purchase, maintenance, installation, or systems integration of software for any contract issued under Group 77201-20191. Agreeing to any Software License Agreement would violate Appendix B-1 (Reference Page 6).

REFERENCES:

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

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

If required, Authorized Users may utilize the forms on Pages 101 and 102 of this document.

NYS WORKER'S COMPENSATION/DISABILITIES BENEFITS INSURANCE REQUIREMENTS:

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

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

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

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

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

The link below can be used for additional information:

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

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

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

website:

Workers Compensation - <http://www.wcb.state.ny.us/content/onlineforms/obtainC105.jsp>
Disability Benefits - <http://www.wcb.state.ny.us/content/onlineforms/obtainDB120-1.jsp>

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

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

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

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

LIST of Contractors

| <u>CONTRACT #</u> | <u>CONTRACTOR & ADDRESS</u> | <u>TELEPHONE #</u> | <u>FED.IDENT.#</u> |
|----------------------------------|--|--|---------------------------|
| PT64160 NYS Approval Date: | Life Safety Engineered Systems, Inc. 25 Tyrol Drive Buffalo, NY 14227 Contact: Robert Vezina, Jr. 2/4/2009 | Phone: (716) 656-8890 x 18 Toll Free: (800) 263-1116 Fax: (716) 656-1511 Email: rvezinajr@lifesafetysecurity.com Website: www.lifesafetysecurity.com | 16-1461069 |
| PT64315 NYS Approval Date: | LPC, Inc. 7100 New Horizons Blvd. No. Amityville, NY 11701 Contact: Thomas J. Papa 1/20/2009 | Phone: (631) 321-7600 Toll Free: (800) LPC-3010 Fax: (631)321-8114 Email: tompapa@lpcny.com Website: www.lpcny.com | 11-3181416 |
| PT64316 F Approval Date: | Clearview Data Systems, Inc. 35 Morgan Court Rye, NH 03870 Contact: Ronald Champagne 1/21/2009 | Phone: (603) 431-2800 Toll Free: (866) 632-2780 Fax: (603) 431-9811 Email: ronco.cds@comcast.net | 04-3435780 |
| PT64317 NYS Approval Date: | EIA Datacom, Inc. 19 Union Square West New York, NY 10003 Contact: Glenn Taylor 2/10/2009 | Phone: (212) 206-8850 Toll Free: (800) 526-7787 Fax (212) 206-8877 Email: gtaylor@eia.us Website: www.eia.us | 02-0561875 |
| PT64342 F Approval Date: | Activu Corporation Denville, NJ 07834 Contact: Erik Walker 2/24/2009 | Fax: (973) 366-1770 Website: www.activu.com Email: Erik.Walker@activu.com | 22-3336390 |
| PT64343 F Approval Date: | Smiths Detection, Inc. 88 Silva Lane, Suite 250 Middletown, RI 02842 Contact: Doug Tuthill 1/23/2009 | Phone: (401)848-7678 Fax: (401) 846-7077 Website: www.smithsdetection.com Email: doug.tuthill@smithsdetection.com | 22-3552823 |
| PT64345 NYS Approval Date: | Intrallogic Solutions 38 Brooklyn Avenue Massapequa, NY 11758 Contact: Lee Mandel 2/12/2009 | Phone: (516) 799-7061 Fax: (516) 799-7884 Website: www.ilsny.com Email: leem@ilsny.com | 20-1681666 |

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

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 Security Systems and Solutions. Please use the following link to go directly to the pricing information pages. At the beginning of each price list tab is a summary of the products and/or services available.

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

Lot 1: Product Only

- 25. **LPC, Inc.**
 - a. **Regions Bid: Statewide**
- 26. **Smits Detection, Inc.**
 - a. **Regions Bid: Statewide**
- 27. **Intralogic Solutions, Inc.**
 - a. **Regions Bid: 1 and 2**

Lot 2: Product and Maintenance

- 11. **LPC, Inc.**
 - a. **Regions Bid: 1, 2, and 3**
- 12. **Intralogic Solutions, Inc.**
 - a. **Regions Bid: 1 and 2**

Lot 3: Product, Installation, Integration, and Maintenance.

- 31. **Life Safety Engineered Systems, Inc.**
 - a. **Regions Bid: Statewide**
- 32. **LPC, Inc.***
 - a. **Regions Bid: 1, 2, and 3**
- 33. **Clearview Data Systems, Inc.**
 - a. **Regions Bid: Statewide**
- 34. **Intralogic Solutions, Inc.**
 - a. **Regions Bid: 1 and 2**
- 35. **Activu Corporation**
 - a. **Regions Bid: Statewide**

Lot 4: Installation Only

- 8. **LPC, Inc.**
 - a. **Regions Bid: 1, 2, and 3**
- 9. **EIA Datacom, Inc.**
 - a. **Regions Bid: 2, 3, 4, and 5**
- 10. **Intralogic Solutions, Inc.**
 - a. **Regions Bid: 1 and 2**

Lot 5: Systems Integration Only

- 9. **LPC, Inc.**
 - a. **Regions Bid: 1, 2, and 3**

***NOTE: The Following Manufacturer's Product Lines are NOT INCLUDED in Contract PT64315 held by LPC, Inc.**

1. Napco

| <u>Contractor</u> | Contract # | Lot I | Lot II | Lot III | Lot IV | Lot V |
|--------------------------------------|-------------------|-----------------|-----------------|-----------------|-----------------|--------------|
| Life Safety Engineered Systems, Inc. | PT64160 | | | Statewide | | |
| LPC, Inc. | PT64315 | Statewide | Regions 1-3 | Regions 1-3 | Regions 1-3 | Regions 1-3 |
| Clearview Data Systems, Inc. | PT64316 | | | Statewide | | |
| EIA Datacom, Inc. | PT64317 | | | | Regions 2-5 | |
| Activu Corporation | PT64342 | | | Statewide | | |
| Smiths Detection, Inc. | PT64343 | Statewide | | | | |
| Intralogic Solutions, Inc. | PT64345 | Regions 1 and 2 | |

Please Note:

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

LIST OF SUBCONTRACTORS:

| LOT | Contractor | Sub-contractor/VARs | Regions |
|---------------|---|---|-------------------------------|
| Lot 3: | Life Safety Engineered Systems, Inc. | Total General Control and Design | Regions 7, and 8 |
| | | SMB Technologies | Regions 5 and 6 |
| | | DA Systems | Regions 1, 2, 3, and 4 |

| | | | |
|--------------|-------------------------------------|-----------------------------|------------------|
| Lot 3 | Clearview Data Systems, Inc. | DataWorks Plus, LLC. | Statewide |
|--------------|-------------------------------------|-----------------------------|------------------|

NOTE: DCJS and FBI Certified Specifications:

Authorized Users:

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

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

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

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

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

Contract No.: _____ **Contractor:** _____

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

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

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

CONTRACTOR

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

Comments: _____

(over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

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

OGS PROCUREMENT SERVICES GROUP
Customer Services, 37th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
* * * * *

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: _____

New York State Office of General Services
Procurement Services Group

Contract Usage Report

For the Semi Annual Period Ending _____ Indicate the Purchasing Officer: _____

Contractor Name: _____ Person Submitting Report: _____ Phone # _____

Address: _____ City: _____ State: _____ Zip: _____

Federal ID# of Contract Holder: _____

Group No. _____ Award No. _____ Contract No. _____ (Only one Contract # per report) ⁽¹⁾ Date Submitted: _____

| Contractor/Reseller Name | Fed ID of Contractor or Reseller | Minority or Women Owned Business (enter M or W) ⁽²⁾ | Customer Name | Total NY State or Non-State ⁽³⁾ (enter S or NS) | Description of Product/Part# | Purchase Date | Total Semi-Annual Sales | |
|--------------------------|----------------------------------|---|---------------|---|------------------------------|---------------|--|--|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Instructions: | | | | | | | Page/Sub-Total | |
| | | | | | | | Semi-Annual Grand Total ⁽⁴⁾ | |

⁽¹⁾ Indicate Contract Type (PT, PS, CMS) Only One Contract Type per Page

⁽²⁾ M/WB - Must be NYS Certified

⁽³⁾ The summary sheet is to be used to provide a listing of resellers and their total sales to be separated by State and Non- State

⁽⁴⁾ If multiple pages are required, the **last** page should reflect a Semi-Annual **grand total**

New York State Office of General Services
Procurement Services Group

Contract Usage Report-**Summary Sheet**

For the Semi Annual Period Ending _____ Indicate the Purchasing Officer: _____

Contractor Name: _____ Person Submitting Report: _____ Phone # _____

Address: _____ City: _____ State: _____ Zip: _____

Federal ID# of Contract Holder: _____

Group No. _____ Award No. _____ Contract No. _____ (Only One Contract # per report) ⁽¹⁾ Date Submitted: _____

| Contractor/Reseller Name | Minority or Women Owned Business (enter M or W) ⁽²⁾ | NY State or Non-State (enter S or NS) ⁽³⁾ | Semi-Annual Total Sales |
|--------------------------|--|--|---|
| | | | |
| | | | |
| | | | |
| Instructions: | | | Page/Sub-Total |
| | | | Semi-Annual Grand Total ⁽⁴⁾ |

⁽¹⁾ Indicate Contract Type (PT, PS, CMS) Only One Contract Type per Page

⁽²⁾ M/WB - Must be NYS Certified

⁽³⁾ The summary sheet is to be used to provide a listing of resellers and their total sales to be separated by State and Non-State

⁽⁴⁾ If multiple pages are required, the **last** page should reflect a Semi-Annual **grand total**

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.state.ny.us>

10th SUPPLEMENTAL CONTRACT AWARD NOTIFICATION
Updated April 15, 2009

| | | |
|--------------------------------|----------|---|
| Title | : | Group 77201 Security Systems & Solutions (Statewide) Classification Code(s): 32, 43, 46, 92 |
| Award Number | : | <u>20191</u> (Replaces Awards PGB-008057, PGB-19110, PGB-18735, PGB-3711, PGB-4509, 02204, PGB- 02360, PGB-02455, PGB-02456, C-4476) |
| Contract Period | : | August 27, 2007 through August 26, 2012 |
| Bid Opening Date | : | June 17, 2008 |
| Date of Issue | : | April 9, 2009 |
| Specification Reference | : | As Incorporated In The RFP |
| Contractor Information | : | Appears on Page 235 of this Award |

Address Inquiries To:

| State Agencies & Vendors | Political Subdivisions & Others |
|---|--|
| Name : Joseph Better Title : Purchasing Officer 1 Phone : 518-474-7101 Fax : 518-486-6867 E-mail : Joseph.better@ogs.state.ny.us | Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us |

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

Description

SECURITY SYSTEMS AND SOLUTIONS

PR # 20191

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Scope:

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

Contract(s) were awarded on the basis of best value to responsive, responsible, and compliant contractors within each LOT. Contracts were awarded both Statewide and by Region.

The contracts will be issued for a term of four (4) years and may be extended for up to two additional two-year periods and one additional one-year period. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years.

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

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

These contracts will be for Authorized Users of New York State contracts, which include New York State Agencies and others authorized by law (see NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS section). Accordingly, references to the State and its Agencies as users under these contracts encompass and include other users such as these entities.

These contracts will be for Authorized Users of New York State contracts, which include New York State Agencies and others authorized by law (see NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS section). Accordingly, references to the State and its Agencies as users under these contracts encompass and include other users such as these entities.

ALARM AND SIGNAL SYSTEMS
ALARM SYSTEMS – WIRELESS
BIOMETRIC ACCESS CONTROL
CAMERAS/LENSES
CCTV SYSTEMS
DVR'S
ELECTRONIC ACCESS CONTROL
ELECTRONIC ARTICLE SURVEILLANCE

FIRE PROTECTION/DETECTION/CONTROLS
 GEOGRAPHIC POSITIONING SYSTEMS
 GUARD TOUR SYSTEMS
 ID CARD PRINTERS, READERS, CARDS, BADGES, ACCESSORIES
 ID EQUIP. ELECTRONIC CARD ID SYSTEM
 ID EQUIPMENT, ELECTRONIC
 INTEGRATED SECURITY SYSTEMS
 INTRUSION DETECTION/CONTROLS
 LOCKING HARDWARE
 MONITORING EQUIPMENT
 OTHER PHYSICAL SECURITY (LIGHTING/SAFES/ETC.)
 OUTDOOR PERIMETER (FENCES/GATES/ETC.)
 PORTALS, TURNSTILES, ETC
 RECORDING EQUIPMENT
 SECURITY MANAGEMENT SOFTWARE
 SECURITY OFFICE - PRODUCTS
 TRAINING/EDUCATION
 VIDEO/CCTV SYSTEMS & SURVELLIANCE

LOTS:

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

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

REGIONS:

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

| Regions | Areas | Counties |
|----------|-------------|--|
| Region 1 | Long Island | Nassau Suffolk |
| Region 2 | New York | Bronx Kings New York Queens Richmond |
| Region 3 | Westchester | Dutchess Putnam Westchester |
| Region 4 | Ulster | Orange Rockland Sullivan Ulster |

| | | |
|----------|--------------|--|
| Region 5 | Albany | Albany Columbia Delaware Fulton Greene Montgomery Otsego Rensselaer Schenectady Schoharie |
| Region 6 | Adirondack | Clinton Essex Franklin Hamilton Saratoga Warren Washington |
| Region 7 | Syracuse | Cayuga Herkimer Jefferson Lewis Madison Oneida Onondaga Oswego St. Lawrence |
| Region 8 | Finger Lakes | Broome Chemung Chenango Cortland Livingston Monroe Ontario Schuyler Seneca Steuben Tioga Tompkins Wayne Yates |
| Region 9 | Buffalo | Allegany Cattaraugus Chautauqua Erie Genesee Niagara Orleans Wyoming |

APPENDIX A:

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

APPENDIX B:

Appendix B, Office of General Services General Specifications dated June 2006, 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 this Contract resulting from RFP 20191 or Appendix A.

RFP 20191:

RFP 20191, Security Systems and Solutions, Revised 4/08, issued June 12, 2008, 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 this Contract resulting from Appendix B or Appendix A.

PARTICIPATION IN CENTRALIZED CONTRACTS:

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

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

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

EXTENSION OF USE:

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

TERM OF CONTRACT:

The term of the Contract will commence upon approval by the Office of State Comptroller and issuance by the Office of General Services and will continue for a period of five (5) years, and may be extended for up to two additional two year periods and one additional one year period. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years. The Contractor's authority to sell Security Systems and Solutions shall expire upon the termination of the purchase portion of the Contract as indicated above even though authorized users will be able to have maintenance continue past the contract expiration date.

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

TERMINATION OF CONTRACT

Please refer to Appendix B, Clause 59 for the circumstances permitting Termination for Cause and Termination for Convenience.

STOP WORK ORDER

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

CANCELLATION FOR CONVENIENCE:

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

NOTE TO CONTRACTOR:

Cash Discount, If Shown, Should be Given Special Attention.
**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR
PAYMENT.**
(See "Contract Payments" and "Electronic Payments" in this document.)

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

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

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

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

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

- a. Equal Employment Opportunity Requirements
By submission of a bid or proposal in response to this solicitation, the Offerer agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The contractor is required to ensure that the provisions of Appendix A clause 12 – Equal Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.
- b. Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses
Authorized Users are encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers on this contract for the provision of services and materials. To locate New York State Certified M/WBEs, the directory of Certified Businesses can be viewed at:
http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

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

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

EPA ENERGY STAR PROGRAM:

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

NOTE TO AUTHORIZED USERS:

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

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in the case of multiple awards for the same or similar equipment or systems, authorized users should contact contract holders to ensure they receive the best possible prices. Contracts issued as a result of RFP 20191 contain “not to exceed pricing” and authorized users should always seek better pricing when issuing a purchase order.

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

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

PURCHASE ORDER PREPARATION:

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

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

CONTRACT PAYMENTS:

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

The Contractor will submit an invoice after Acceptance or, in the case of “drop-ship” Products, after the Authorized User receives all the Products listed on the Purchase Order. If the invoice is issued before either of these actions, it is the Authorized User's responsibility to

write a letter to the Contractor stipulating the requirement for Acceptance or receipt of Product to occur prior to invoicing. This will stop the clock for the application of State Finance Law Article XI-A, item 15. After the receipt and/or Acceptance, all necessary Authorized User, OSC, etc. documents must be processed for payment of the invoice.

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

ELECTRONIC PAYMENTS:

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

NEW YORK STATE PROCUREMENT CARD:

See "Procurement Card" in Appendix B, OGS General Specifications.

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

1. Protective Management Systems, Inc.
2. Electronic Technologies Corporation
3. Safeguards Technology, LLC.
4. Aventura Technologies, Inc.

MINIMUM ORDER

Minimum order shall be \$100.00

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

PREVAILING WAGES:

WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM

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

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.

ADJUSTMENTS TO THE PREVAILING WAGE RATE SCHEDULES

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

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

The contractor has the sole responsibility to submit a request for a price adjustment to the Office of General Services on the applicable anniversary date (new prevailing wage rate schedule, PRC# 2008002488, issued by Department of Labor) and shall provide a copy of both the original and new wage rate schedules and other supporting documentation necessary to support the increase or decrease. Should the contractor fail to submit adjusted invoices and/or supporting documentation within three (3) months after the applicable anniversary date, the contractor shall be deemed to have waived its right to any increase in price, but the State reserves the right to make the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

ADJUSTMENTS TO LABOR RATES NOT COVERED BY PREVAILING WAGE RATE SCHEDULES

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

PRICE SHEETS AND CATALOGS:

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

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

INSTRUCTION MANUAL:

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

PRICING/RATES FOR TRAVEL COST:

All net prices **INCLUDE** all applicable shipping and handling ((F.O.B. Destination, 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 include all travel and costs associated with accessing the installation site.

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

CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITIES:

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

SOFTWARE LICENSE AGREEMENTS:

Bidders are not permitted to sign, or agree to any Software License Agreement for the purchase, maintenance, installation, or systems integration of software for any contract issued under Group 77201-20191. Agreeing to any Software License Agreement would violate Appendix B-1 (Reference Page 6).

REFERENCES:

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

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

If required, Authorized Users may utilize the forms on Pages 101 and 102 of this document.

NYS WORKER'S COMPENSATION/DISABILITIES BENEFITS INSURANCE REQUIREMENTS:

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

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

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

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

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

The link below can be used for additional information:

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

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

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

Workers Compensation - <http://www.wcb.state.ny.us/content/onlineforms/obtainC105.jsp>
Disability Benefits - <http://www.wcb.state.ny.us/content/onlineforms/obtainDB120-1.jsp>

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

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

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

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

LIST of Contractors

| <u>CONTRACT #</u> | <u>CONTRACTOR & ADDRESS</u> | <u>TELEPHONE #</u> | <u>FED.IDENT.#</u> |
|--------------------------|---|--|---------------------------|
| PT64380 | Protective Management Systems, Inc. 840 Lincoln Avenue Bohemia, NY 11716 | Phone: (631) 750-0685 Fax: (631) 750-0689 | 112373565 |
| NYS | Contact: James E. Wood, Sr. | | |
| Approval Date: | 3/6/2009 | Email: promansys@aol.com | |
| PT64383 | Electronic Technologies Corp. d/b/a Ingersoll Rand Security Tech. 25 Corporate Park Drive, Suite A Hopewell Junction, NY 12533 | Phone: (845) 896-8027 Toll Free Fax: (866)848-9537 Fax: (845) 656-4133 Website: www.ingersollrand.com | 14-1747729 |
| NYS | Contact: Russell Wellman | Email: Russell_Wellmon@irco.com | |
| Approval Date: | 3/25/2009 | | |
| PT64344 | Safeguards Technology LLC 75 Atlantic Street Hackensack, NJ 07601 | Phone: (201) 488-1022 Fax: (201) 488-1244 | 27-0127591 |
| F | Contact: Nancy Roy | Website: www.safeguards.com | |
| Approval Date: | 4/6/2009 | Email: nroy@safeguards.com | |
| PT64154 | Aventura Technologies, Inc. 180 Adams Avenue Hauppauge, NY 11788 | Phone: (631) 300-4000 x 7103 Toll Free Phone: (877) 707-9600 Fax: (631) 434-7000 Email: jlasker@ati247.com Website: www.ati247.com | 11-3582083 |
| NYS | Contact: Frances Cabasso | | |
| Approval Date: | 4/7/2009 | | |

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

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 Security Systems and Solutions. Please use the following link to go directly to the pricing information pages. At the beginning of each price list tab is a summary of the products and/or services available.

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

Lot 1: Product Only

- 28. Electronic Technologies Corporation, USA**
 - a. Regions Bid: Statewide***
- 29. Safeguards Technology, LLC.**
 - a. Regions Bid: Statewide**

Lot 2: Product and Maintenance

- 13. Electronic Technologies Corporation, USA**
 - a. Regions Bid: Statewide***

Lot 3: Product, Installation, Integration, and Maintenance.

- 36. Electronic Technologies Corporation, USA**
 - a. Regions Bid: Statewide***
- 37. Aventura Technologies, Inc.**
 - a. Regions Bid: Statewide**

Lot 4: Installation Only

- 11. Protective Management Systems, Inc.**
 - a. Regions Bid: 1**

Lot 5: Systems Integration Only

- 10. Protective Management Systems, Inc.**
 - a. Regions Bid: 1**

***NOTE: The Following Manufacturer's Product Lines are NOT INCLUDED in Contract PT64381 held by Electronic Technologies Corporation, USA.**

- 1. Atlas
- 2. Mega Senstar
- 3. Object Video
- 4. Secure Tech
- 5. Southwest Microwave
- 6. Sure Action, Inc.

| <u>Contractor</u> | Contract # | Lot I | Lot II | Lot III | Lot IV | Lot V |
|--|-------------------|--------------|---------------|----------------|---------------|--------------|
| Protective Management Systems, Inc. | PT64380 | | | | Region 1 | Region 1 |
| Electronic Technologies Corporation, USA | PT64383 | Statewide | Statewide | Statewide | | |
| Safeguards Technology, LLC. | PT64344 | | | | | |
| Aventura Technologies, Inc. | PT64154 | | | Statewide | | |

Please Note:

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

LIST OF SUBCONTRACTORS:

| LOT | Contractor | Sub-contractor/VARs | Regions |
|------------|-------------------|----------------------------|----------------|
|------------|-------------------|----------------------------|----------------|

NOTE: DCJS and FBI Certified Specifications:

Authorized Users:

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

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

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

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

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

Contract No.: _____ **Contractor:** _____

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

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

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

CONTRACTOR

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

Comments: _____

(over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

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

OGS PROCUREMENT SERVICES GROUP
 Customer Services, 37th Floor
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
 * * * * *

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: _____

New York State Office of General Services
Procurement Services Group

Contract Usage Report

For the Semi Annual Period Ending _____ Indicate the Purchasing Officer: _____

Contractor Name: _____ Person Submitting Report: _____ Phone # _____

Address: _____ City: _____ State: _____ Zip: _____

Federal ID# of Contract Holder: _____

Group No. _____ Award No. _____ Contract No. _____ (Only one Contract # per report) ⁽¹⁾ Date Submitted: _____

| Contractor/Reseller Name | Fed ID of Contractor or Reseller | Minority or Women Owned Business (enter M or W) ⁽²⁾ | Customer Name | Total NY State or Non-State ⁽³⁾ (enter S or NS) | Description of Product/Part# | Purchase Date | Total Semi-Annual Sales | |
|--------------------------|----------------------------------|---|---------------|---|------------------------------|---------------|--|--|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Instructions: | | | | | | | Page/Sub-Total | |
| | | | | | | | Semi-Annual Grand Total ⁽⁴⁾ | |

⁽¹⁾ Indicate Contract Type (PT, PS, CMS) Only One Contract Type per Page

⁽²⁾ M/WB - Must be NYS Certified

⁽³⁾ The summary sheet is to be used to provide a listing of resellers and their total sales to be separated by State and Non- State

⁽⁴⁾ If multiple pages are required, the **last** page should reflect a Semi-Annual **grand total**

New York State Office of General Services
Procurement Services Group

Contract Usage Report-**Summary Sheet**

For the Semi Annual Period Ending _____ Indicate the Purchasing Officer: _____

Contractor Name: _____ Person Submitting Report: _____ Phone # _____

Address: _____ City: _____ State: _____ Zip: _____

Federal ID# of Contract Holder: _____

Group No. _____ Award No. _____ Contract No. _____ (Only One Contract # per report) ⁽¹⁾ Date Submitted: _____

| Contractor/Reseller Name | Minority or Women Owned Business (enter M or W) ⁽²⁾ | NY State or Non-State (enter S or NS) ⁽³⁾ | Semi-Annual Total Sales |
|--------------------------|--|--|---|
| | | | |
| | | | |
| | | | |
| Instructions: | | | Page/Sub-Total |
| | | | Semi-Annual Grand Total ⁽⁴⁾ |

⁽¹⁾ Indicate Contract Type (PT, PS, CMS) Only One Contract Type per Page

⁽²⁾ M/WB - Must be NYS Certified

⁽³⁾ The summary sheet is to be used to provide a listing of resellers and their total sales to be separated by State and Non-State

⁽⁴⁾ If multiple pages are required, the **last** page should reflect a Semi-Annual **grand total**

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.state.ny.us>

11th SUPPLEMENTAL CONTRACT AWARD NOTIFICATION
Updated May 19, 2009

| | |
|--------------------------------|--|
| Title | : Group 77201 Security Systems & Solutions (Statewide) Classification Code(s): 32, 43, 46, 92 |
| Award Number | : <u>20191</u> (Replaces Awards PGB-008057, PGB-19110, PGB-18735, PGB-3711, PGB-4509, 02204, PGB-02360, PGB-02455, PGB-02456, C-4476) |
| Contract Period | : August 27, 2007 through August 26, 2012 |
| Bid Opening Date | : June 17, 2008 |
| Date of Issue | : May 18, 2009 |
| Specification Reference | : As Incorporated In The RFP |
| Contractor Information | : Appears on Page 260 of this Award |

Address Inquiries To:

| State Agencies & Vendors | Political Subdivisions & Others |
|---|--|
| Name : Joseph Better Title : Purchasing Officer 1 Phone : 518-474-7101 Fax : 518-486-6867 E-mail : Joseph.better@ogs.state.ny.us | Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us |

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

Description

SECURITY SYSTEMS AND SOLUTIONS

PR # 20191

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Scope:

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

Contract(s) were awarded on the basis of best value to responsive, responsible, and compliant contractors within each LOT. Contracts were awarded both Statewide and by Region.

The contracts will be issued for a term of four (4) years and may be extended for up to two additional two-year periods and one additional one-year period. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years.

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

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

These contracts will be for Authorized Users of New York State contracts, which include New York State Agencies and others authorized by law (see NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS section). Accordingly, references to the State and its Agencies as users under these contracts encompass and include other users such as these entities.

These contracts will be for Authorized Users of New York State contracts, which include New York State Agencies and others authorized by law (see NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS section). Accordingly, references to the State and its Agencies as users under these contracts encompass and include other users such as these entities.

ALARM AND SIGNAL SYSTEMS
ALARM SYSTEMS – WIRELESS
BIOMETRIC ACCESS CONTROL
CAMERAS/LENSES
CCTV SYSTEMS
DVR'S
ELECTRONIC ACCESS CONTROL
ELECTRONIC ARTICLE SURVEILLANCE
FIRE PROTECTION/DETECTION/CONTROLS
GEOGRAPHIC POSITIONING SYSTEMS
GUARD TOUR SYSTEMS
ID CARD PRINTERS, READERS, CARDS, BADGES, ACCESSORIES
ID EQUIP. ELECTRONIC CARD ID SYSTEM
ID EQUIPMENT, ELECTRONIC
INTEGRATED SECURITY SYSTEMS

INTRUSION DETECTION/CONTROLS
 LOCKING HARDWARE
 MONITORING EQUIPMENT
 OTHER PHYSICAL SECURITY (LIGHTING/SAFES/ETC.)
 OUTDOOR PERIMETER (FENCES/GATES/ETC.)
 PORTALS, TURNSTILES, ETC
 RECORDING EQUIPMENT
 SECURITY MANAGEMENT SOFTWARE
 SECURITY OFFICE - PRODUCTS
 TRAINING/EDUCATION
 VIDEO/CCTV SYSTEMS & SURVEILLANCE

LOTS:

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

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

REGIONS:

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

| Regions | Areas | Counties |
|----------|-------------|--|
| Region 1 | Long Island | Nassau Suffolk |
| Region 2 | New York | Bronx Kings New York Queens Richmond |
| Region 3 | Westchester | Dutchess Putnam Westchester |
| Region 4 | Ulster | Orange Rockland Sullivan Ulster |

| | | |
|----------|--------------|--|
| Region 5 | Albany | Albany Columbia Delaware Fulton Greene Montgomery Otsego Rensselaer Schenectady Schoharie |
| Region 6 | Adirondack | Clinton Essex Franklin Hamilton Saratoga Warren Washington |
| Region 7 | Syracuse | Cayuga Herkimer Jefferson Lewis Madison Oneida Onondaga Oswego St. Lawrence |
| Region 8 | Finger Lakes | Broome Chemung Chenango Cortland Livingston Monroe Ontario Schuyler Seneca Steuben Tioga Tompkins Wayne Yates |
| Region 9 | Buffalo | Allegany Cattaraugus Chautauqua Erie Genesee Niagara Orleans Wyoming |

APPENDIX A:

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

APPENDIX B:

Appendix B, Office of General Services General Specifications dated June 2006, 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 this Contract resulting from RFP 20191 or Appendix A.

RFP 20191:

RFP 20191, Security Systems and Solutions, Revised 4/08, issued June 12, 2008, 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 this Contract resulting from Appendix B or Appendix A.

PARTICIPATION IN CENTRALIZED CONTRACTS:

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

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

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

EXTENSION OF USE:

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

TERM OF CONTRACT:

The term of the Contract will commence upon approval by the Office of State Comptroller and issuance by the Office of General Services and will continue for a period of five (5) years, and may be extended for up to two additional two year periods and one additional one year period. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years. The Contractor's authority to sell Security Systems and Solutions shall expire upon the termination of the purchase portion of the Contract as indicated above even though authorized users will be able to have maintenance continue past the contract expiration date.

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

TERMINATION OF CONTRACT

Please refer to Appendix B, Clause 59 for the circumstances permitting Termination for Cause and Termination for Convenience.

STOP WORK ORDER

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

CANCELLATION FOR CONVENIENCE:

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

NOTE TO CONTRACTOR:

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

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

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE

SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

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

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

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

- a. Equal Employment Opportunity Requirements
By submission of a bid or proposal in response to this solicitation, the Offerer agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The contractor is required to ensure that the provisions of Appendix A clause 12 – Equal Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.
- b. Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses
Authorized Users are encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers on this contract for the provision of services and materials. To locate New York State Certified M/WBEs, the directory of Certified Businesses can be viewed at:
http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

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

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

EPA ENERGY STAR PROGRAM:

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

NOTE TO AUTHORIZED USERS:

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

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in the case of multiple awards for the same or similar equipment or systems, authorized users should contact contract holders to ensure they receive the best possible prices. Contracts issued as a result of RFP 20191 contain “not to exceed pricing” and authorized users should always seek better pricing when issuing a purchase order.

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

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

PURCHASE ORDER PREPARATION:

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

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

CONTRACT PAYMENTS:

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

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

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

ELECTRONIC PAYMENTS:

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

NEW YORK STATE PROCUREMENT CARD:

See "Procurement Card" in Appendix B, OGS General Specifications.

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

1. Intelli-Tec Security Services, LLC.
2. IBM Corporation
3. Henry Bros. Electronics, Inc.

MINIMUM ORDER

Minimum order shall be \$100.00

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

PREVAILING WAGES:

WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM

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

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.

ADJUSTMENTS TO THE PREVAILING WAGE RATE SCHEDULES

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

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

The contractor has the sole responsibility to submit a request for a price adjustment to the Office of General Services on the applicable anniversary date (new prevailing wage rate schedule, PRC# 2008002488, issued by Department of Labor) and shall provide a copy of both the original and new wage rate schedules and other supporting documentation necessary to support the increase or decrease. Should the contractor fail to submit adjusted invoices and/or supporting documentation within three (3) months after the applicable anniversary date, the contractor shall be deemed to have waived its right to any increase in price, but the State reserves the right to make the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

ADJUSTMENTS TO LABOR RATES NOT COVERED BY PREVAILING WAGE RATE SCHEDULES

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

PRICE SHEETS AND CATALOGS:

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

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

INSTRUCTION MANUAL:

Simultaneous with delivery, the contractor(s) shall furnish to the authorized user a complete instruction manual for the product and for each component supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, schematic and wiring diagrams,

preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

PRICING/RATES FOR TRAVEL COST:

All net prices **INCLUDE** all applicable shipping and handling ((F.O.B. Destination, 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 include all travel and costs associated with accessing the installation site.

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

CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITIES:

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

SOFTWARE LICENSE AGREEMENTS:

Bidders are not permitted to sign, or agree to any Software License Agreement for the purchase, maintenance, installation, or systems integration of software for any contract issued under Group 77201-20191. Agreeing to any Software License Agreement would violate Appendix B (Reference Page 6).

REFERENCES:

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

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

If required, Authorized Users may utilize the forms on Pages 222 and 223 of this document.

NYS WORKER'S COMPENSATION/DISABILITIES BENEFITS INSURANCE REQUIREMENTS:

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

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

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

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

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

The link below can be used for additional information:

http://www.wcb.state.ny.us/content/main/DisabilityBenefits/Employer/outOfStateEmp_DB.jsp
Also, questions regarding coverage requirements may be directed to the WCB Compliance Unit at 1-866-298-7830.

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

Workers Compensation - <http://www.wcb.state.ny.us/content/onlineforms/obtainC105.jsp>
Disability Benefits - <http://www.wcb.state.ny.us/content/onlineforms/obtainDB120-1.jsp>

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

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

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

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

LIST of Contractors

| <u>CONTRACT #</u> | <u>CONTRACTOR & ADDRESS</u> | <u>TELEPHONE #</u> | <u>FED.IDENT.#</u> |
|--------------------------|--|---|---------------------------|
| PT64406 | Intelli-Tec Security Services LLC 2000 Shames Drive Westbury, NY 11590 | Phone: (516) 876-2000 Toll Free: (800)981-7233 Fax: (516) 876-2020 | 11-3580229 |
| NYS Award Date: | Contact: Carmine Pizzo 5/12/2009 | Website: www.intelli-tec.net Email: cjp@intelli-tec.net | |
| PT64409 | IBM Corporation 80 State Street Albany, NY 12207 | Office: (609) 208-1068 Fax: (845) 264-6029 Cell: (732) 233-5349 | 13-0871985 |
| NYS Award Date: | Contact: Anthony Testa 5/8/2009 | Website: www.ibm.com Email: atesta@us.ibm.com | |
| PT64381 | Henry Brothers Electronics, Inc. 17-01 Pollitt Drive Fair Lawn, NJ 07410 | Phone: (201) 301-6966 Toll Free: (800) 833-3128 Fax: (201) 794-8341 | 22-3000080 |
| F Award Date: | Contact: Richard Kujawinski 5/12/2009 | Website: www.hbe-inc.com Email: rkujawinski@hbe-inc.com | |

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

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 Security Systems and Solutions. Please use the following link to go directly to the pricing information pages. At the beginning of each price list tab is a summary of the products and/or services available.

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

Lot 1: Product Only

28. **Henry Bros. Electronics, Inc.**
 - a. **Regions Bid: Statewide***

Lot 2: Product and Maintenance

13. **Henry Bros. Electronics, Inc.**
 - a. **Regions Bid: 1-4, and 7-9***

Lot 3: Product, Installation, Integration, and Maintenance.

36. **Intelli-Tec Security Services, LLC.**
 - a. **Regions Bid: Regions 1, 2, and 3***
37. **IBM Corporation**
 - a. **Regions Bid: Regions 1, 2, and 3**
38. **Henry Bros. Electronics, Inc.**
 - a. **Regions Bid: Regions 1 – 4, and 7-9***

Lot 4: Installation Only

11. **Henry Bros. Electronics, Inc.**
 - a. **Regions Bid: Regions 1 – 4, and 7-9***

Lot 5: Systems Integration Only

10. **Henry Bros. Electronics, Inc.**
 - a. **Regions Bid: Regions 1 – 4, and 7-9***

***NOTE: The Following Manufacturer's Product Lines are NOT INCLUDED in Contract PT64406 held by Intelli-Tec Security Services, LLC.**

1. Alarm Controls Corporation
2. Advanced Technologies
3. Bosch
4. Everfocus
5. Folger Adams
6. Genetec
7. Honeywell
8. Keenex
9. Locknetics
10. Marks
11. Mier
12. Mux
13. N & S

- 14. Panasonic
- 15. Peerless
- 16. Pelco
- 17. Premier Wireless
- 18. Samsung
- 19. Schlage
- 20. SDC
- 21. Secuitron
- 22. Security Lock
- 23. Talk-a-Phone
- 24. Toshiba
- 25. Tote Vision
- 26. Tripp Lite
- 27. Verint
- 28. Viking
- 29. Visionic Ltd.
- 30. Viscount
- 31. Vonduprin
- 32. Winland
- 33. Windy City

***NOTE: The Following Manufacturer's Product Lines are NOT INCLUDED in Contract PT64381 held by Henry Bros. Electronics, Inc.**

- 1. Altronics
- 2. Delta Turnstiles
- 3. Vicon

| Contractor | Contract # | Lot I | Lot II | Lot III | Lot IV | Lot V |
|-------------------------------------|-------------------|--------------|------------------|---------------------|------------------|------------------|
| Intelli-Tec Security Services, LLC. | PT64406 | | | Regions 1, 2, and 3 | | |
| IBM Corporation | PT64409 | | | Regions 1, 2, and 3 | | |
| Henry Bros. Electronics, Inc. | PT64381 | Statewide | Regions 1-4, 7-9 | Regions 1-4, 7-9 | Regions 1-4, 7-9 | Regions 1-4, 7-9 |

Please Note:

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

LIST OF SUBCONTRACTORS:

| LOT | Contractor | Sub-contractor/VARs | Regions |
|--------------|--------------------------------------|---|----------------------------|
| Lot 2 | Henry Bros. Electronics, Inc. | Armored Access Controls, Inc. | Regions 7-9 |
| | | Forrest Electric, Inc. | Regions 1-4, 7-9 |
| | | CRC | Regions 1-4, 7-9 |
| | | Dean Electric | Regions 1-4, 7-9 |
| | | Durmout Electric | Regions 1-4, 7-9 |
| | | Empire Control Abatement | Regions 1-4, 7-9 |
| | | TFL Electric | Regions 1-4, 7-9 |
| Lot 3 | IBM Corporation | TKM Communications Corporation, Inc. | Regions 1, 2, and 3 |
| Lot 3 | Henry Bros. Electronics, Inc. | Armored Access Controls, Inc. | Regions 7-9 |
| | | Forrest Electric, Inc. | Regions 1-4, 7-9 |
| | | CRC | Regions 1-4, 7-9 |
| | | Dean Electric | Regions 1-4, 7-9 |
| | | Durmout Electric | Regions 1-4, 7-9 |
| | | Empire Control Abatement | Regions 1-4, 7-9 |
| | | TFL Electric | Regions 1-4, 7-9 |
| Lot 4 | Henry Bros. Electronics, Inc. | Armored Access Controls, Inc. | Regions 7-9 |
| | | Forrest Electric, Inc. | Regions 1-4, 7-9 |
| | | CRC | Regions 1-4, 7-9 |
| | | Dean Electric | Regions 1-4, 7-9 |
| | | Durmout Electric | Regions 1-4, 7-9 |

| | | | |
|----------|--|---------------------------------|-------------------------|
| 5 | | Empire Control Abatement | Regions 1-4, 7-9 |
| | | TFL Electric | Regions 1-4, 7-9 |

| | | | |
|--------------|--------------------------------------|--------------------------------------|-------------------------|
| Lot 5 | Henry Bros. Electronics, Inc. | Armored Access Controls, Inc. | Regions 7-9 |
| | | Forrest Electric, Inc. | Regions 1-4, 7-9 |
| | | CRC | Regions 1-4, 7-9 |
| | | Dean Electric | Regions 1-4, 7-9 |
| | | Durmout Electric | Regions 1-4, 7-9 |
| | | Empire Control Abatement | Regions 1-4, 7-9 |
| | | TFL Electric | Regions 1-4, 7-9 |

IBM Corporation Note to Authorized Users:

Section 62-M of the General Business Law requires that to install, maintain, and/or integrate a NYS Fire Alarm/Security System, a vendor must hold a NYS-Fire Alarm Security Systems Installer License (the license must reference the entity's name).

The following contract holders do not hold a NYS Fire Alarm Security Systems Installer's License and must have licensed subcontractors perform ALL labor (installation, systems integration, and maintenance) on contract.

1. IBM Corporation

These unlicensed contract holders are prohibited from performing any HANDS-ON (physical) actions with regards to installing, integrating, or maintaining Fire Alarm and Security Systems. Any hands-on (physical) actions involving installing, integrating, or maintaining a Fire Alarm or Security System by a prime contract holder will be grounds for contract suspension.

Prime contract holders can only provide verbal consulting/supervising for any contract activity.

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

Please see below the following link to the NYSDOS website for additional information regarding the NYS Fire Alarm Security Systems Installer License required per Sec. 62-M of the General Business Law:

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

Please also see attached the List of Approved Subcontractors (Page 213) that can perform physical installation, systems integration, and maintenance.

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

How to Use Intelli-Tec Security Services, LLC. Subcontractors

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

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

Under the aforementioned circumstances, Intelli-Tec is permitted under Group PT63073 to undertake the following procedures to ensure both a competitive procurement, lowest cost, and the best services for authorized users to complete a turn key security

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

How to Use Henry Bros. Electronics, Inc. Subcontractors

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

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

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

The following procedures will be applied to any subcontractor utilization:

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

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

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

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

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

payment to customer upon request -usually in the form of a cancelled company check.

This fee provides for the following by HBE/AAI:

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

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

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

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

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

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

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

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

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

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

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

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

NOTE: DCJS and FBI Certified Specifications:

Authorized Users:

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

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

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

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

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

Contract No.: _____ **Contractor:** _____

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

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

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

CONTRACTOR

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

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

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

OGS PROCUREMENT SERVICES GROUP
 Customer Services, 37th Floor
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
 * * * * *

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: _____

New York State Office of General Services
Procurement Services Group

Contract Usage Report

For the Semi Annual Period Ending _____ Indicate the Purchasing Officer: _____

Contractor Name: _____ Person Submitting Report: _____ Phone # _____

Address: _____ City: _____ State: _____ Zip: _____

Federal ID# of Contract Holder: _____

Group No. _____ Award No. _____ Contract No. _____ (Only one Contract # per report) ⁽¹⁾ Date Submitted: _____

| Contractor/Reseller Name | Fed ID of Contractor or Reseller | Minority or Women Owned Business (enter M or W) ⁽²⁾ | Customer Name | Total NY State or Non-State ⁽³⁾ (enter S or NS) | Description of Product/Part# | Purchase Date | Total Semi-Annual Sales | |
|--------------------------|----------------------------------|---|---------------|---|------------------------------|---------------|--|--|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Instructions: | | | | | | | Page/Sub-Total | |
| | | | | | | | Semi-Annual Grand Total ⁽⁴⁾ | |

⁽¹⁾ Indicate Contract Type (PT, PS, CMS) Only One Contract Type per Page

⁽²⁾ M/WB - Must be NYS Certified

⁽³⁾ The summary sheet is to be used to provide a listing of resellers and their total sales to be separated by State and Non- State

⁽⁴⁾ If multiple pages are required, the **last** page should reflect a Semi-Annual **grand total**

New York State Office of General Services
Procurement Services Group

Contract Usage Report-**Summary Sheet**

For the Semi Annual Period Ending _____ Indicate the Purchasing Officer: _____

Contractor Name: _____ Person Submitting Report: _____ Phone # _____

Address: _____ City: _____ State: _____ Zip: _____

Federal ID# of Contract Holder: _____

Group No. _____ Award No. _____ Contract No. _____ (Only One Contract # per report) ⁽¹⁾ Date Submitted: _____

| Contractor/Reseller Name | Minority or Women Owned Business (enter M or W) ⁽²⁾ | NY State or Non-State (enter S or NS) ⁽³⁾ | Semi-Annual Total Sales |
|--------------------------|--|--|---|
| | | | |
| | | | |
| | | | |
| Instructions: | | | Page/Sub-Total |
| | | | Semi-Annual Grand Total ⁽⁴⁾ |

⁽¹⁾ Indicate Contract Type (PT, PS, CMS) Only One Contract Type per Page

⁽²⁾ M/WB - Must be NYS Certified

⁽³⁾ The summary sheet is to be used to provide a listing of resellers and their total sales to be separated by State and Non-State

⁽⁴⁾ If multiple pages are required, the **last** page should reflect a Semi-Annual **grand total**

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.state.ny.us>

12th SUPPLEMENTAL CONTRACT AWARD NOTIFICATION
Updated May 29, 2009

| | |
|--------------------------------|--|
| Title | : Group 77201 Security Systems & Solutions (Statewide) Classification Code(s): 32, 43, 46, 92 |
| Award Number | : <u>20191</u> (Replaces Awards PGB-008057, PGB-19110, PGB-18735, PGB-3711, PGB-4509, 02204, PGB-02360, PGB-02455, PGB-02456, C-4476) |
| Contract Period | : August 27, 2007 through August 26, 2012 |
| Bid Opening Date | : June 17, 2008 |
| Date of Issue | : May 29, 2009 |
| Specification Reference | : As Incorporated In The RFP |
| Contractor Information | : Appears on Page 260 of this Award |

Address Inquiries To:

| State Agencies & Vendors | Political Subdivisions & Others |
|---|--|
| Name : Joseph Better Title : Purchasing Officer 1 Phone : 518-474-7101 Fax : 518-486-6867 E-mail : Joseph.better@ogs.state.ny.us | Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us |

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

Description

SECURITY SYSTEMS AND SOLUTIONS

PR # 20191

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Scope:

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

Contract(s) were awarded on the basis of best value to responsive, responsible, and compliant contractors within each LOT. Contracts were awarded both Statewide and by Region.

The contracts will be issued for a term of four (4) years and may be extended for up to two additional two-year periods and one additional one-year period. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years.

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

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

These contracts will be for Authorized Users of New York State contracts, which include New York State Agencies and others authorized by law (see NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS section). Accordingly, references to the State and its Agencies as users under these contracts encompass and include other users such as these entities.

These contracts will be for Authorized Users of New York State contracts, which include New York State Agencies and others authorized by law (see NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS section). Accordingly, references to the State and its Agencies as users under these contracts encompass and include other users such as these entities.

ALARM AND SIGNAL SYSTEMS
ALARM SYSTEMS – WIRELESS
BIOMETRIC ACCESS CONTROL
CAMERAS/LENSES
CCTV SYSTEMS
DVR'S
ELECTRONIC ACCESS CONTROL
ELECTRONIC ARTICLE SURVEILLANCE
FIRE PROTECTION/DETECTION/CONTROLS
GEOGRAPHIC POSITIONING SYSTEMS
GUARD TOUR SYSTEMS
ID CARD PRINTERS, READERS, CARDS, BADGES, ACCESSORIES
ID EQUIP. ELECTRONIC CARD ID SYSTEM
ID EQUIPMENT, ELECTRONIC
INTEGRATED SECURITY SYSTEMS
INTRUSION DETECTION/CONTROLS

LOCKING HARDWARE
 MONITORING EQUIPMENT
 OTHER PHYSICAL SECURITY (LIGHTING/SAFES/ETC.)
 OUTDOOR PERIMETER (FENCES/GATES/ETC.)
 PORTALS, TURNSTILES, ETC
 RECORDING EQUIPMENT
 SECURITY MANAGEMENT SOFTWARE
 SECURITY OFFICE - PRODUCTS
 TRAINING/EDUCATION
 VIDEO/CCTV SYSTEMS & SURVEILLANCE

LOTS:

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

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

REGIONS:

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

| Regions | Areas | Counties |
|----------|-------------|--|
| Region 1 | Long Island | Nassau Suffolk |
| Region 2 | New York | Bronx Kings New York Queens Richmond |
| Region 3 | Westchester | Dutchess Putnam Westchester |
| Region 4 | Ulster | Orange Rockland Sullivan Ulster |

| | | |
|----------|--------------|--|
| Region 5 | Albany | Albany Columbia Delaware Fulton Greene Montgomery Otsego Rensselaer Schenectady Schoharie |
| Region 6 | Adirondack | Clinton Essex Franklin Hamilton Saratoga Warren Washington |
| Region 7 | Syracuse | Cayuga Herkimer Jefferson Lewis Madison Oneida Onondaga Oswego St. Lawrence |
| Region 8 | Finger Lakes | Broome Chemung Chenango Cortland Livingston Monroe Ontario Schuyler Seneca Steuben Tioga Tompkins Wayne Yates |
| Region 9 | Buffalo | Allegany Cattaraugus Chautauqua Erie Genesee Niagara Orleans Wyoming |

APPENDIX A:

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

APPENDIX B:

Appendix B, Office of General Services General Specifications dated June 2006, 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 this Contract resulting from RFP 20191 or Appendix A.

RFP 20191:

RFP 20191, Security Systems and Solutions, Revised 4/08, issued June 12, 2008, 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 this Contract resulting from Appendix B or Appendix A.

PARTICIPATION IN CENTRALIZED CONTRACTS:

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

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

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

EXTENSION OF USE:

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

TERM OF CONTRACT:

The term of the Contract will commence upon approval by the Office of State Comptroller and issuance by the Office of General Services and will continue for a period of five (5) years, and may be extended for up to two additional two year periods and one additional one year period. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years. The Contractor's authority to sell Security Systems and Solutions shall expire upon the termination of the purchase portion of the Contract as indicated above even though authorized users will be able to have maintenance continue past the contract expiration date.

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

TERMINATION OF CONTRACT

Please refer to Appendix B, Clause 59 for the circumstances permitting Termination for Cause and Termination for Convenience.

STOP WORK ORDER

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

CANCELLATION FOR CONVENIENCE:

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

NOTE TO CONTRACTOR:

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

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

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE

SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

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

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

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

- a. Equal Employment Opportunity Requirements
By submission of a bid or proposal in response to this solicitation, the Offerer agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The contractor is required to ensure that the provisions of Appendix A clause 12 – Equal Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.
- b. Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses
Authorized Users are encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers on this contract for the provision of services and materials. To locate New York State Certified M/WBEs, the directory of Certified Businesses can be viewed at:
http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

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

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

EPA ENERGY STAR PROGRAM:

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

NOTE TO AUTHORIZED USERS:

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

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in the case of multiple awards for the same or similar equipment or systems, authorized users should contact contract holders to ensure they receive the best possible prices. Contracts issued as a result of RFP 20191 contain “not to exceed pricing” and authorized users should always seek better pricing when issuing a purchase order.

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

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

PURCHASE ORDER PREPARATION:

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

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

CONTRACT PAYMENTS:

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

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

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

ELECTRONIC PAYMENTS:

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

NEW YORK STATE PROCUREMENT CARD:

See "Procurement Card" in Appendix B, OGS General Specifications.

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

1. VisionTec Solutions Corp.

MINIMUM ORDER

Minimum order shall be \$100.00

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

PREVAILING WAGES:

WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM

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

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.

ADJUSTMENTS TO THE PREVAILING WAGE RATE SCHEDULES

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

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

The contractor has the sole responsibility to submit a request for a price adjustment to the Office of General Services on the applicable anniversary date (new prevailing wage rate schedule, PRC# 2008002488, issued by Department of Labor) and shall provide a copy of both the original and new wage rate schedules and other supporting documentation necessary to support the increase or decrease. Should the contractor fail to submit adjusted invoices and/or supporting documentation within three (3) months after the applicable anniversary date, the contractor shall be deemed to have waived its right to any increase in price, but the State reserves the right to make the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

ADJUSTMENTS TO LABOR RATES NOT COVERED BY PREVAILING WAGE RATE SCHEDULES

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

PRICE SHEETS AND CATALOGS:

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

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

INSTRUCTION MANUAL:

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

PRICING/RATES FOR TRAVEL COST:

All net prices **INCLUDE** all applicable shipping and handling ((F.O.B. Destination, 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 include all travel and costs associated with accessing the installation site.

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

CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITIES:

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

SOFTWARE LICENSE AGREEMENTS:

Bidders are not permitted to sign, or agree to any Software License Agreement for the purchase, maintenance, installation, or systems integration of software for any contract issued under Group 77201-20191. Agreeing to any Software License Agreement would violate Appendix B (Reference Page 6).

REFERENCES:

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

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

If required, Authorized Users may utilize the forms on Pages 222 and 223 of this document.

NYS WORKER'S COMPENSATION/DISABILITIES BENEFITS INSURANCE REQUIREMENTS:

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

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

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

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

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

The link below can be used for additional information:

http://www.wcb.state.ny.us/content/main/DisabilityBenefits/Employer/outOfStateEmp_DB.jsp
Also, questions regarding coverage requirements may be directed to the WCB Compliance Unit at 1-866-298-7830.

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

Workers Compensation - <http://www.wcb.state.ny.us/content/onlineforms/obtainC105.jsp>
Disability Benefits - <http://www.wcb.state.ny.us/content/onlineforms/obtainDB120-1.jsp>

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

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

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

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

LIST of Contractors

| <u>CONTRACT #</u> | <u>CONTRACTOR & ADDRESS</u> | <u>TELEPHONE #</u> | <u>FED.IDENT.#</u> |
|--------------------------|--|--|---------------------------|
| PT64407 | VisionTec Solutions Corp. 140 Madison Street Franklin Square, NY 11010 | Phone: (516) 535-3935 Fax: (516) 216-4018 | 42-1636961 |
| NYS Award Date: | Contact: Ralph J Tisei 5/19/2009 | Email: ralph@vtecsolutions.net | |

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

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 Security Systems and Solutions. Please use the following link to go directly to the pricing information pages. At the beginning of each price list tab is a summary of the products and/or services available.

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

Lot 3: Product, Installation, Integration, and Maintenance.

39. VisionTec Solutions Corp.

a. Regions Bid: Regions 1 – 4, and 7-9*

| <u>Contractor</u> | Contract # | Lot I | Lot II | Lot III | Lot IV | Lot V |
|---------------------------|-------------------|--------------|---------------|-----------------|---------------|--------------|
| VisionTec Solutions Corp. | PT64407 | | | Regions 1 and 2 | | |

Please Note:

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

LIST OF SUBCONTRACTORS:

| LOT | Contractor | Sub-contractor/VARs | Regions |
|---------------|----------------------------------|----------------------------|----------------------------|
| Lot 3: | VisionTec Solutions Corp. | A-Tronix | Regions 1 and 2 |
| | | AVR | Regions 1 and 2 |

NOTE: DCJS and FBI Certified Specifications:

Authorized Users:

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

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

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

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

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

Contract No.: _____ **Contractor:** _____

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

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

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

CONTRACTOR

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

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

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

OGS PROCUREMENT SERVICES GROUP
 Customer Services, 37th Floor
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
 * * * * *

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: _____

New York State Office of General Services
Procurement Services Group

Contract Usage Report

For the Semi Annual Period Ending _____ Indicate the Purchasing Officer: _____

Contractor Name: _____ Person Submitting Report: _____ Phone # _____

Address: _____ City: _____ State: _____ Zip: _____

Federal ID# of Contract Holder: _____

Group No. _____ Award No. _____ Contract No. _____ (Only one Contract # per report) ⁽¹⁾ Date Submitted: _____

| Contractor/Reseller Name | Fed ID of Contractor or Reseller | Minority or Women Owned Business (enter M or W) ⁽²⁾ | Customer Name | Total NY State or Non-State ⁽³⁾ (enter S or NS) | Description of Product/Part# | Purchase Date | Total Semi-Annual Sales |
|--------------------------|----------------------------------|---|---------------|---|------------------------------|---------------|-------------------------|
| | | | | | | | |
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| | | | | | | | |
| | | | | | | | |

Instructions:

| | |
|--|--|
| Page/Sub-Total | |
| Semi-Annual Grand Total ⁽⁴⁾ | |

⁽¹⁾ Indicate Contract Type (PT, PS, CMS) Only One Contract Type per Page

⁽²⁾ M/WB - Must be NYS Certified

⁽³⁾ The summary sheet is to be used to provide a listing of resellers and their total sales to be separated by State and Non- State

⁽⁴⁾ If multiple pages are required, the **last** page should reflect a Semi-Annual **grand total**

New York State Office of General Services
Procurement Services Group

Contract Usage Report-**Summary Sheet**

For the Semi Annual Period Ending _____ Indicate the Purchasing Officer: _____

Contractor Name: _____ Person Submitting Report: _____ Phone # _____

Address: _____ City: _____ State: _____ Zip: _____

Federal ID# of Contract Holder: _____

Group No. _____ Award No. _____ Contract No. _____ (Only One Contract # per report) ⁽¹⁾ Date Submitted: _____

| Contractor/Reseller Name | Minority or Women Owned Business (enter M or W) ⁽²⁾ | NY State or Non-State (enter S or NS) ⁽³⁾ | Semi-Annual Total Sales |
|--------------------------|--|--|---|
| | | | |
| | | | |
| | | | |
| Instructions: | | | Page/Sub-Total |
| | | | Semi-Annual Grand Total ⁽⁴⁾ |

⁽¹⁾ Indicate Contract Type (PT, PS, CMS) Only One Contract Type per Page

⁽²⁾ M/WB - Must be NYS Certified

⁽³⁾ The summary sheet is to be used to provide a listing of resellers and their total sales to be separated by State and Non-State

⁽⁴⁾ If multiple pages are required, the **last** page should reflect a Semi-Annual **grand total**

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.state.ny.us>

13th SUPPLEMENTAL CONTRACT AWARD NOTIFICATION
Updated June 9, 2009

| | |
|--------------------------------|--|
| Title | : Group 77201 Security Systems & Solutions (Statewide) Classification Code(s): 32, 43, 46, 92 |
| Award Number | : <u>20191</u> (Replaces Awards PGB-008057, PGB-19110, PGB-18735, PGB-3711, PGB-4509, 02204, PGB-02360, PGB-02455, PGB-02456, C-4476) |
| Contract Period | : August 27, 2007 through August 26, 2012 |
| Bid Opening Date | : June 17, 2008 |
| Date of Issue | : June 9, 2009 |
| Specification Reference | : As Incorporated In The RFP |
| Contractor Information | : Appears on Page 314 of this Award |

Address Inquiries To:

| State Agencies & Vendors | Political Subdivisions & Others |
|---|--|
| Name : Joseph Better Title : Purchasing Officer 1 Phone : 518-474-7101 Fax : 518-486-6867 E-mail : Joseph.better@ogs.state.ny.us | Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us |

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

Description

SECURITY SYSTEMS AND SOLUTIONS

PR # 20191

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Scope:

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

Contract(s) were awarded on the basis of best value to responsive, responsible, and compliant contractors within each LOT. Contracts were awarded both Statewide and by Region.

The contracts will be issued for a term of four (4) years and may be extended for up to two additional two-year periods and one additional one-year period. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years.

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

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

These contracts will be for Authorized Users of New York State contracts, which include New York State Agencies and others authorized by law (see NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS section). Accordingly, references to the State and its Agencies as users under these contracts encompass and include other users such as these entities.

These contracts will be for Authorized Users of New York State contracts, which include New York State Agencies and others authorized by law (see NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS section). Accordingly, references to the State and its Agencies as users under these contracts encompass and include other users such as these entities.

ALARM AND SIGNAL SYSTEMS
ALARM SYSTEMS – WIRELESS
BIOMETRIC ACCESS CONTROL
CAMERAS/LENSES
CCTV SYSTEMS
DVR'S
ELECTRONIC ACCESS CONTROL
ELECTRONIC ARTICLE SURVEILLANCE
FIRE PROTECTION/DETECTION/CONTROLS
GEOGRAPHIC POSITIONING SYSTEMS
GUARD TOUR SYSTEMS
ID CARD PRINTERS, READERS, CARDS, BADGES, ACCESSORIES
ID EQUIP. ELECTRONIC CARD ID SYSTEM
ID EQUIPMENT, ELECTRONIC
INTEGRATED SECURITY SYSTEMS
INTRUSION DETECTION/CONTROLS

LOCKING HARDWARE
 MONITORING EQUIPMENT
 OTHER PHYSICAL SECURITY (LIGHTING/SAFES/ETC.)
 OUTDOOR PERIMETER (FENCES/GATES/ETC.)
 PORTALS, TURNSTILES, ETC
 RECORDING EQUIPMENT
 SECURITY MANAGEMENT SOFTWARE
 SECURITY OFFICE - PRODUCTS
 TRAINING/EDUCATION
 VIDEO/CCTV SYSTEMS & SURVEILLANCE

LOTS:

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

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

REGIONS:

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

| Regions | Areas | Counties |
|----------|-------------|--|
| Region 1 | Long Island | Nassau Suffolk |
| Region 2 | New York | Bronx Kings New York Queens Richmond |
| Region 3 | Westchester | Dutchess Putnam Westchester |
| Region 4 | Ulster | Orange Rockland Sullivan Ulster |

| | | |
|----------|--------------|--|
| Region 5 | Albany | Albany Columbia Delaware Fulton Greene Montgomery Otsego Rensselaer Schenectady Schoharie |
| Region 6 | Adirondack | Clinton Essex Franklin Hamilton Saratoga Warren Washington |
| Region 7 | Syracuse | Cayuga Herkimer Jefferson Lewis Madison Oneida Onondaga Oswego St. Lawrence |
| Region 8 | Finger Lakes | Broome Chemung Chenango Cortland Livingston Monroe Ontario Schuyler Seneca Steuben Tioga Tompkins Wayne Yates |
| Region 9 | Buffalo | Allegany Cattaraugus Chautauqua Erie Genesee Niagara Orleans Wyoming |

APPENDIX A:

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

APPENDIX B:

Appendix B, Office of General Services General Specifications dated June 2006, 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 this Contract resulting from RFP 20191 or Appendix A.

RFP 20191:

RFP 20191, Security Systems and Solutions, Revised 4/08, issued June 12, 2008, 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 this Contract resulting from Appendix B or Appendix A.

PARTICIPATION IN CENTRALIZED CONTRACTS:

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

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

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

EXTENSION OF USE:

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

TERM OF CONTRACT:

The term of the Contract will commence upon approval by the Office of State Comptroller and issuance by the Office of General Services and will continue for a period of five (5) years, and may be extended for up to two additional two year periods and one additional one year period. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years. The Contractor's authority to sell Security Systems and Solutions shall expire upon the termination of the purchase portion of the Contract as indicated above even though authorized users will be able to have maintenance continue past the contract expiration date.

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

TERMINATION OF CONTRACT

Please refer to Appendix B, Clause 59 for the circumstances permitting Termination for Cause and Termination for Convenience.

STOP WORK ORDER

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

CANCELLATION FOR CONVENIENCE:

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

NOTE TO CONTRACTOR:

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

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

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE

SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

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

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

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

- a. Equal Employment Opportunity Requirements
By submission of a bid or proposal in response to this solicitation, the Offerer agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The contractor is required to ensure that the provisions of Appendix A clause 12 – Equal Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.
- b. Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses
Authorized Users are encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers on this contract for the provision of services and materials. To locate New York State Certified M/WBEs, the directory of Certified Businesses can be viewed at:
http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

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

| | |
|----------|---------------------------|
| RS,RP,RA | Recycled |
| RM | Remanufactured |
| SW | Solid Waste Impact |
| EE | Energy Efficient |
| E* | EPA Energy Star |
| ES | Environmentally Sensitive |

EPA ENERGY STAR PROGRAM:

The Federal EPA, in cooperation with manufacturers, continues a program to foster the manufacture of energy efficient equipment. New York State fully supports this effort

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing all contracts awarded as a result of RFP 20191. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in the case of multiple awards for the same or similar equipment or systems, authorized users should contact contract holders to ensure they receive the best possible prices. Contracts issued as a result of RFP 20191 contain “not to exceed pricing” and authorized users should always seek better pricing when issuing a purchase order.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

PURCHASE ORDER PREPARATION:

See "Purchase Orders" in Appendix B, item 44 OGS General Specifications.

If there is a discrepancy between the purchase order and what is listed on contract, it is the contractor's obligation as a condition of payment to clarify and resolve what is to be actually shipped by contacting ordering agency.

CONTRACT PAYMENTS:

Contract payments cannot be processed by New York State agencies and other authorized users until the contract products have been delivered and accepted. Invoices for such payment must contain sufficient data including, but not limited to, New York State's Contract Number, description of product, quantity, unit and price per unit as well as federal identification number. See "Contract Billings" in Appendix B-1, OGS General Specifications.

The Contractor will submit an invoice after Acceptance or, in the case of “drop-ship” Products, after the Authorized User receives all the Products listed on the Purchase Order. If the invoice is issued before either of these actions, it is the Authorized User's responsibility to write a letter to the Contractor stipulating the requirement for Acceptance or receipt of Product to occur prior to invoicing. This will stop the clock for the application of State Finance Law Article XI-A, item 15. After the receipt and/or Acceptance, all necessary Authorized User, OSC, etc. documents must be processed for payment of the invoice.

The voucher or invoice will contain the Contract ID number, the name of the Authorized User; the location where service was performed; and, either in its body or as an attachment will contain a copy of the report itemizing the Product received and/or the work completed during that time period.

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. Contact OSC to obtain an information packet at 518-474-4032 or e-mail to epunit@osc.state.ny.us or visit their website at www.osc.state.ny.us.

NEW YORK STATE PROCUREMENT CARD:

See "Procurement Card" in Appendix B, OGS General Specifications.

The following Contractors will accept the New York State Procurement Card for orders up to \$15,000.00 with no additional discount:

1. Eclipse Network Solutions, LLC.

MINIMUM ORDER

Minimum order shall be \$100.00

Contractor may elect to honor orders for less than the minimum order.

PREVAILING WAGES:

WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM

The wages to be paid under any contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the contract term that apply to the classes of individuals supplied by the contractor on any projects which result from this contract which is subject to the provisions of this article. Contractor is solely liable for and must pay such required prevailing wage adjustments during the contract term as required by law.

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.

ADJUSTMENTS TO THE PREVAILING WAGE RATE SCHEDULES

On each anniversary date of the contract, the Contractor shall be granted an increase or decrease in the bid dependent upon fluctuations in the latest published Prevailing Wage Rates published by the NYS Department of Labor. The prevailing wage rates are available online at:

http://www.labor.state.ny.us/business_ny/employer_responsibilities/prevwage/countylistgeneral.htm

The contractor has the sole responsibility to submit a request for a price adjustment to the Office of General Services on the applicable anniversary date (new prevailing wage rate schedule, PRC# 2008002488, issued by Department of Labor) and shall provide a copy of both the original and new wage rate schedules and other supporting documentation necessary to support the increase or decrease. Should the contractor fail to submit adjusted invoices and/or supporting documentation within three (3) months after the applicable anniversary date, the contractor shall be deemed to have waived its right to any increase in price, but the State reserves the right to make the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

ADJUSTMENTS TO LABOR RATES NOT COVERED BY PREVAILING WAGE RATE SCHEDULES

Requests for adjustments to labor rates for titles not covered by prevailing wage rate schedules issued by the Department of Labor may be submitted after the first anniversary of contract award utilizing the regular add process. These types of adjustments will be limited to the CPI or 5%, whichever is less.

PRICE SHEETS AND CATALOGS:

Upon request, Contractor(s) shall be required to furnish, without charge, catalog and price lists identical to those accepted with their bid, including any changes (additions, deletions, etc.) pursuant to the contract, to authorized users. Catalogs and price lists provided must reflect all products excluded from the resultant contract either through the omission of those portions or by obvious indications within the catalogs and price lists.

Catalogs and price lists may be furnished in either hard-copy or electronic format. If available in both formats, they shall be furnished in the format preferred by the requesting authorized user. Upon request the contractor shall assist authorized users in the use of catalogs and price lists.

INSTRUCTION MANUAL:

Simultaneous with delivery, the contractor(s) shall furnish to the authorized user a complete instruction manual for the product and for each component supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, schematic and wiring diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

PRICING/RATES FOR TRAVEL COST:

All net prices **INCLUDE** all applicable shipping and handling ((F.O.B. Destination, 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 include all travel and costs associated with accessing the installation site.

The “not to exceed” rates for the Contractors are posted on the OGS website. There is a NYS Net Price Sheet for each Contractor and LOT/Region awarded. To view the NYS Net Price Sheets, go to www.ogs.state.ny.us, point on "Procurement Contracting Services," then click on "Contracts", then click on "Search Contracts", and enter the Group Number and Award Number on the front page of the Contract Award Notification into the search fields.

CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITIES:

Procurement Services Group considers the prime contractor to be the sole contact with regard to all provisions of the contract(s) resulting from RFP 20191, to include payment of all charges resulting from the procurement and installation of the entire equipment and/or software configuration. In the event the contract includes hardware and/or software manufactured by another manufacturer or supplier, the Prime Contractor has assumed full responsibility for delivery, installation, maintenance, and support services for such items offered in the proposal. The Prime Contractor shall ensure that there is no interruption of service during implementation and shall assume responsibility for any related negotiations with local service providers.

SOFTWARE LICENSE AGREEMENTS:

Bidders are not permitted to sign, or agree to any Software License Agreement for the purchase, maintenance, installation, or systems integration of software for any contract issued under Group 77201-20191. Agreeing to any Software License Agreement would violate Appendix B (Reference Page 6).

REFERENCES:

All bidders and eventual contract holders **may be required** to provide references from bidder's customers who have purchased products similar to those represented by this solicitation. References may be commercial or governmental accounts. If requested by the State or Authorized contract users the references shall include:

- Name, address, telephone number and fax number for the contact person.
- Number of years the bidder has supplied product(s) to the reference.
- The yearly sales volume the bidder has had with the reference.

If required, Authorized Users may utilize the forms on Pages 222 and 223 of this document.

NYS WORKER'S COMPENSATION/DISABILITIES BENEFITS INSURANCE REQUIREMENTS:

Please see below the following information regarding the NYS Worker's Compensation and Disability Benefits Insurance Requirements of NYS Law.

Effective September 9, 2007, all out-of-state employers with employees working in NYS are required to carry a full, statutory NYS workers' compensation insurance policy. An employer has a full, statutory NYS workers' compensation insurance policy when New York is listed in Item "3A" on the Information Page of the employer's workers' compensation insurance policy.

Accordingly, if an out-of-state employer is getting a permit, license or contract from a government agency in NYS, then that employer must fulfill requirements effective September, 2007 under Workers' Compensation Law Section 57. Also, every out-of-state employer doing any construction related activity in New York State is required to carry a full, statutory NYS workers' compensation insurance policy.

An out-of-state employer needs a New York State disability benefits insurance policy if the employer employs one or more individuals on each of at least 30 days in a calendar year in New York State.

If an out-of-state employer meets this criterion, the employer is required to carry a New York State disability benefits policy (The employer has four weeks from the completion of the 30th day of work by one or more individuals to obtain the disability benefits policy.) (Independent contractors are not considered to be employees under the Disability Benefits Law.)

The link below can be used for additional information:

http://www.wcb.state.ny.us/content/main/DisabilityBenefits/Employer/outOfStateEmp_DB.jsp
Also, questions regarding coverage requirements may be directed to the WCB Compliance Unit at 1-866-298-7830.

The links below are to the applicable forms on the NYS Worker's Compensation Board website:

Workers Compensation - <http://www.wcb.state.ny.us/content/onlineforms/obtainC105.jsp>
Disability Benefits - <http://www.wcb.state.ny.us/content/onlineforms/obtainDB120-1.jsp>

Please Note: When issuing Purchase Orders against any of the following NYS Centralized Contracts, Authorized Users should use the following link to verify that the contractor has the required NYS Worker's Compensation and Disability Benefits Insurance:

<http://www.wcb.state.ny.us/icpocinq/icpodisclaimer.jsp>

In particular, if an employee of a contractor or subcontractor performs any work (e.g. installing, integration, or maintaining equipment) physically inside New York State, they are required to obtain a NYS Worker's Compensation Policy.

If a contractor/subcontractor performs work inside New York for a cumulative total of 30 days per year, they are required to obtain NYS Disability Benefits Insurance.

LIST of Contractors

| <u>CONTRACT #</u> | <u>CONTRACTOR & ADDRESS</u> | <u>TELEPHONE #</u> | <u>FED.IDENT.#</u> |
|--------------------------|---|---|---------------------------|
| PT64313 | Eclipse Network Solutions, LLC 1583 Central Avenue Albany, NY 12205 | Phone: (518) 218-0130 Fax (518) 218-0631 Email: mike@eclipsens.com Website: www.elipsens.com | 14-1829151 |
| NYS Award Date: | Contact: Mike Sipperly 6/04/2009 | | |

INDEX OF AWARDS (LOTS & REGIONS)/HOW TO USE THESE CONTRACTS

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 Security Systems and Solutions. Please use the following link to go directly to the pricing information pages. At the beginning of each price list tab is a summary of the products and/or services available.

PLEASE NOTE: products and/or services not listed on a contractor’s pricing tab MAY NOT BE awarded to that contractor and MAY NOT BE on contract. Please contact the OGS Contract Administrator listed on Page One of this document for any questions.

Lot 1: Product Only

30. Eclipse Network Solutions, LLC.
 - a. Regions Bid: Statewide*

Lot 2: Product and Maintenance

14. Eclipse Network Solutions, LLC.
 - a. Regions Bid: 5 and 6*

Lot 3: Product, Installation, Integration, and Maintenance.

40. Eclipse Network Solutions, LLC.
 - a. Regions Bid: 5 and 6*

Lot 4: Installation Only

12. Eclipse Network Solutions, LLC.
 - a. Regions Bid: 5 and 6*

Lot 5: Systems Integration Only

11. Eclipse Network Solutions, LLC.
 - a. Regions Bid: 5 and 6*

***NOTE: The Following Manufacturer’s Product Lines are NOT INCLUDED in Contract PT64313 held by Eclipse Network Solutions, LLC.**

1. Atlas
2. Transitions
3. Freespace

| Contractor | Contract # | Lot I | Lot II | Lot III | Lot IV | Lot V |
|---------------------------------|-------------------|--------------|-----------------|-----------------|-----------------|-----------------|
| Eclipse Network Solutions, LLC. | PT64313 | Statewide | Regions 5 and 6 |

Please Note:

When utilizing contracts awarded as a result of RFP 20191, Authorized Users should note that the pricing is “Not to Exceed.” As these are multiple award contracts, Authorized Users are encouraged to seek quotes from multiple contractors, and negotiate for better pricing. Authorized Users should always follow their Internal Procurement Guidelines and Best Practices and maintain a detailed Procurement Record.

LIST OF SUBCONTRACTORS:

| LOT | Contractor | Sub-contractor/VARs | Regions |
|------------|-------------------|----------------------------|----------------|
|------------|-------------------|----------------------------|----------------|

NOTE: DCJS and FBI Certified Specifications:

Authorized Users:

OGS incorporated DCJS and FBI Certified Specifications into RFP 20191 (See Section I.3.8, pages 11-18). For any additional information regarding these specifications, Authorized Users should contact the following DCJS employee:

Jerry Nimick.
Phone: 1-800-262-3257
E-Mail: Jerry.Nimick@dcjs.state.ny.us

The telephone number listed above is to the DCJS Customer Contact Center (CCC). Authorized Contract Users can call the CCC and dial by last name to reach Mr. Nimick.

**State of New York
Office of General Services
PROCUREMENT SERVICES GROUP
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: _____ **Contractor:** _____

Describe Product* Provided (Include Item No., if available): _____

***Note:** "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

| | Excellent | Good | Acceptable | Unacceptable |
|---|-----------|------|------------|--------------|
| • Product meets your needs | | | | |
| • Product meets contract specifications | | | | |
| • Pricing | | | | |

CONTRACTOR

| | Excellent | Good | Acceptable | Unacceptable |
|-------------------------------------|-----------|------|------------|--------------|
| • Timeliness of delivery | | | | |
| • Completeness of order (fill rate) | | | | |
| • Responsiveness to inquiries | | | | |
| • Employee courtesy | | | | |
| • Problem resolution | | | | |

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:

OGS PROCUREMENT SERVICES GROUP
 Customer Services, 37th Floor
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
 * * * * *

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: _____

New York State Office of General Services
Procurement Services Group

Contract Usage Report

For the Semi Annual Period Ending _____ Indicate the Purchasing Officer: _____

Contractor Name: _____ Person Submitting Report: _____ Phone # _____

Address: _____ City: _____ State: _____ Zip: _____

Federal ID# of Contract Holder: _____

Group No. _____ Award No. _____ Contract No. _____ (Only one Contract # per report) ⁽¹⁾ Date Submitted: _____

| Contractor/Reseller Name | Fed ID of Contractor or Reseller | Minority or Women Owned Business (enter M or W) ⁽²⁾ | Customer Name | Total NY State or Non-State ⁽³⁾ (enter S or NS) | Description of Product/Part# | Purchase Date | Total Semi-Annual Sales | |
|--------------------------|----------------------------------|---|---------------|---|------------------------------|---------------|--|--|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Instructions: | | | | | | | Page/Sub-Total | |
| | | | | | | | Semi-Annual Grand Total ⁽⁴⁾ | |

⁽¹⁾ Indicate Contract Type (PT, PS, CMS) Only One Contract Type per Page

⁽²⁾ M/WB - Must be NYS Certified

⁽³⁾ The summary sheet is to be used to provide a listing of resellers and their total sales to be separated by State and Non- State

⁽⁴⁾ If multiple pages are required, the **last** page should reflect a Semi-Annual **grand total**

New York State Office of General Services
Procurement Services Group

Contract Usage Report-**Summary Sheet**

For the Semi Annual Period Ending _____ Indicate the Purchasing Officer: _____

Contractor Name: _____ Person Submitting Report: _____ Phone # _____

Address: _____ City: _____ State: _____ Zip: _____

Federal ID# of Contract Holder: _____

Group No. _____ Award No. _____ Contract No. _____ (Only One Contract # per report) ⁽¹⁾ Date Submitted: _____

| Contractor/Reseller Name | Minority or Women Owned Business (enter M or W) ⁽²⁾ | NY State or Non-State (enter S or NS) ⁽³⁾ | Semi-Annual Total Sales |
|--------------------------|--|--|---|
| | | | |
| | | | |
| | | | |
| Instructions: | | | Page/Sub-Total |
| | | | Semi-Annual Grand Total ⁽⁴⁾ |

⁽¹⁾ Indicate Contract Type (PT, PS, CMS) Only One Contract Type per Page

⁽²⁾ M/WB - Must be NYS Certified

⁽³⁾ The summary sheet is to be used to provide a listing of resellers and their total sales to be separated by State and Non-State

⁽⁴⁾ If multiple pages are required, the **last** page should reflect a Semi-Annual **grand total**

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.state.ny.us>

14th SUPPLEMENTAL CONTRACT AWARD NOTIFICATION
Updated June 23, 2009

| | | |
|--------------------------------|----------|--|
| Title | : | Group 77201 Security Systems & Solutions (Statewide) Classification Code(s): 32, 43, 46, 92 |
| Award Number | : | <u>20191</u> (Replaces Awards PGB-008057, PGB-19110, PGB-18735, PGB-3711, PGB-4509, 02204, PGB-02360, PGB-02455, PGB-02456, C-4476) |
| Contract Period | : | August 27, 2007 through August 26, 2012 |
| Bid Opening Date | : | June 17, 2008 |
| Date of Issue | : | June 23, 2009 |
| Specification Reference | : | As Incorporated In The RFP |
| Contractor Information | : | Appears on Page 338 of this Award |

Address Inquiries To:

| State Agencies & Vendors | Political Subdivisions & Others |
|---|--|
| Name : Joseph Better Title : Purchasing Officer 1 Phone : 518-474-7101 Fax : 518-486-6867 E-mail : Joseph.better@ogs.state.ny.us | Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us |

**The Procurement Services Group values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

SECURITY SYSTEMS AND SOLUTIONS

PR # 20191

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Scope:

The New York State Office of General Services (OGS), Procurement Services Group (PSG) established comprehensive catalog contracts for Security Systems and Solutions. Contract(s) are for Security Products, Installation, System Integration and Maintenance.

Contract(s) were awarded on the basis of best value to responsive, responsible, and compliant contractors within each LOT. Contracts were awarded both Statewide and by Region.

The contracts will be issued for a term of four (4) years and may be extended for up to two additional two-year periods and one additional one-year period. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years.

Maintenance Contract terms (i.e., those terms of the contract related to maintenance) can survive the original contract term or any extensions for a period of 3 years. This is meant to include preventive maintenance, remedial maintenance as well as ongoing moves, additions and changes of equipment and software upgrades to the basic system.

The contracts contain provisions for the addition of new products and emerging technologies. The State reserves the right to make additional awards utilizing the Continuous Recruitment provisions of RFP 20191. This will ensure that there are a variety of contractors represented, and that installation and service requirements are adequately addressed. The State reserves the right to award future contracts to the next best value qualified Bidder in the event of default or cancellation of a previously awarded contract.

These contracts will be for Authorized Users of New York State contracts, which include New York State Agencies and others authorized by law (see NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS section). Accordingly, references to the State and its Agencies as users under these contracts encompass and include other users such as these entities.

These contracts will be for Authorized Users of New York State contracts, which include New York State Agencies and others authorized by law (see NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS section). Accordingly, references to the State and its Agencies as users under these contracts encompass and include other users such as these entities.

ALARM AND SIGNAL SYSTEMS
ALARM SYSTEMS – WIRELESS
BIOMETRIC ACCESS CONTROL
CAMERAS/LENSES
CCTV SYSTEMS
DVR'S
ELECTRONIC ACCESS CONTROL
ELECTRONIC ARTICLE SURVEILLANCE
FIRE PROTECTION/DETECTION/CONTROLS
GEOGRAPHIC POSITIONING SYSTEMS
GUARD TOUR SYSTEMS
ID CARD PRINTERS, READERS, CARDS, BADGES, ACCESSORIES
ID EQUIP. ELECTRONIC CARD ID SYSTEM
ID EQUIPMENT, ELECTRONIC
INTEGRATED SECURITY SYSTEMS
INTRUSION DETECTION/CONTROLS

LOCKING HARDWARE
 MONITORING EQUIPMENT
 OTHER PHYSICAL SECURITY (LIGHTING/SAFES/ETC.)
 OUTDOOR PERIMETER (FENCES/GATES/ETC.)
 PORTALS, TURNSTILES, ETC
 RECORDING EQUIPMENT
 SECURITY MANAGEMENT SOFTWARE
 SECURITY OFFICE - PRODUCTS
 TRAINING/EDUCATION
 VIDEO/CCTV SYSTEMS & SURVEILLANCE

LOTS:

Catalog contracts were awarded according to LOTS and Region or Statewide. The RFP has been divided into the following LOTS:

- LOT 1: Product Only
- LOT 2: Product & Maintenance
- LOT 3: Product, Installation, Integration & Maintenance
- LOT 4: Installation Only
- LOT 5: Integration Only [Actions required to join an existing and new system into an integrated application or to connect various components of new applications into a centralized system]

REGIONS:

The RFP covered the following counties in the nine regions listed below:

| Regions | Areas | Counties |
|----------|-------------|--|
| Region 1 | Long Island | Nassau Suffolk |
| Region 2 | New York | Bronx Kings New York Queens Richmond |
| Region 3 | Westchester | Dutchess Putnam Westchester |
| Region 4 | Ulster | Orange Rockland Sullivan Ulster |

| | | |
|----------|--------------|--|
| Region 5 | Albany | Albany Columbia Delaware Fulton Greene Montgomery Otsego Rensselaer Schenectady Schoharie |
| Region 6 | Adirondack | Clinton Essex Franklin Hamilton Saratoga Warren Washington |
| Region 7 | Syracuse | Cayuga Herkimer Jefferson Lewis Madison Oneida Onondaga Oswego St. Lawrence |
| Region 8 | Finger Lakes | Broome Chemung Chenango Cortland Livingston Monroe Ontario Schuyler Seneca Steuben Tioga Tompkins Wayne Yates |
| Region 9 | Buffalo | Allegany Cattaraugus Chautauqua Erie Genesee Niagara Orleans Wyoming |

APPENDIX A:

Appendix A, Standard Clauses For New York State Contracts, dated September 2004, attached hereto, is hereby expressly made a part of these Contracts as fully as if set forth at length herein.

APPENDIX B:

Appendix B, Office of General Services General Specifications dated June 2006, 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 this Contract resulting from RFP 20191 or Appendix A.

RFP 20191:

RFP 20191, Security Systems and Solutions, Revised 4/08, issued June 12, 2008, 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 this Contract resulting from Appendix B or Appendix A.

PARTICIPATION IN CENTRALIZED CONTRACTS:

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B-1 clause 39. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www.ogs.state.ny.us). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

EXTENSION OF USE:

Any contract resulting from this proposal solicitation may be extended to additional states or government jurisdictions upon mutual written agreement between New York State (the lead contract State) and the Contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extension.

TERM OF CONTRACT:

The term of the Contract will commence upon approval by the Office of State Comptroller and issuance by the Office of General Services and will continue for a period of five (5) years, and may be extended for up to two additional two year periods and one additional one year period. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years. The Contractor's authority to sell Security Systems and Solutions shall expire upon the termination of the purchase portion of the Contract as indicated above even though authorized users will be able to have maintenance continue past the contract expiration date.

Maintenance Contract terms (i.e., those terms of the contract related to maintenance) can survive the original contract term or any extensions for a period of 3 years. This is meant to include preventive maintenance, remedial maintenance as well as ongoing moves, additions and changes of equipment and software upgrades to the basic system.

TERMINATION OF CONTRACT

Please refer to Appendix B, Clause 59 for the circumstances permitting Termination for Cause and Termination for Convenience.

STOP WORK ORDER

The Office of General Services reserves the right to stop the work covered by contract(s) resulting from RFP 20191 at any time that it is deemed the successful Contractor is unable or incapable of performing the work to their satisfaction. In the event of such stoppage, the Office of General Services shall have the right to arrange for the completion of the work in such manner as it may deem advisable and, if the resulting cost exceeds the amount of the bid, the successful Contractor shall be liable to the State of New York for any increase in cost.

CANCELLATION FOR CONVENIENCE:

In addition to rights afforded in Appendix B-1 Clause 59, The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

NOTE TO CONTRACTOR:

Cash Discount, If Shown, Should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE

SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR EQUAL EMPLOYMENT AND BUSINESS PARTICIPATION OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND NEW YORK STATE CERTIFIED MINORITY/WOMEN-OWNED BUSINESSES:

In accordance with Article 15-A of the New York State Executive Law (Participation by Minority Group Members and Women with Respect to State Contracts) and in conformance with the Regulations promulgated by the Minority and Women’s Business Development Division of the New York State Department of Economic Development set forth at 5 NYCRR Parts 140-144, the Offerer/Contractor agrees to be bound by the following to promote equality of economic opportunities for minority group members and women, and the facilitation of minority and women-owned business enterprise participation on all covered OGS contracts.

- a. Equal Employment Opportunity Requirements
By submission of a bid or proposal in response to this solicitation, the Offerer agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The contractor is required to ensure that the provisions of Appendix A clause 12 – Equal Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.
- b. Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses
Authorized Users are encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers on this contract for the provision of services and materials. To locate New York State Certified M/WBEs, the directory of Certified Businesses can be viewed at:
http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services Group supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

| | |
|----------|---------------------------|
| RS,RP,RA | Recycled |
| RM | Remanufactured |
| SW | Solid Waste Impact |
| EE | Energy Efficient |
| E* | EPA Energy Star |
| ES | Environmentally Sensitive |

EPA ENERGY STAR PROGRAM:

The Federal EPA, in cooperation with manufacturers, continues a program to foster the manufacture of energy efficient equipment. New York State fully supports this effort

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing all contracts awarded as a result of RFP 20191. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in the case of multiple awards for the same or similar equipment or systems, authorized users should contact contract holders to ensure they receive the best possible prices. Contracts issued as a result of RFP 20191 contain “not to exceed pricing” and authorized users should always seek better pricing when issuing a purchase order.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

PURCHASE ORDER PREPARATION:

See "Purchase Orders" in Appendix B, item 44 OGS General Specifications.

If there is a discrepancy between the purchase order and what is listed on contract, it is the contractor's obligation as a condition of payment to clarify and resolve what is to be actually shipped by contacting ordering agency.

CONTRACT PAYMENTS:

Contract payments cannot be processed by New York State agencies and other authorized users until the contract products have been delivered and accepted. Invoices for such payment must contain sufficient data including, but not limited to, New York State's Contract Number, description of product, quantity, unit and price per unit as well as federal identification number. See "Contract Billings" in Appendix B-1, OGS General Specifications.

The Contractor will submit an invoice after Acceptance or, in the case of “drop-ship” Products, after the Authorized User receives all the Products listed on the Purchase Order. If the invoice is issued before either of these actions, it is the Authorized User's responsibility to write a letter to the Contractor stipulating the requirement for Acceptance or receipt of Product to occur prior to invoicing. This will stop the clock for the application of State Finance Law Article XI-A, item 15. After the receipt and/or Acceptance, all necessary Authorized User, OSC, etc. documents must be processed for payment of the invoice.

The voucher or invoice will contain the Contract ID number, the name of the Authorized User; the location where service was performed; and, either in its body or as an attachment will contain a copy of the report itemizing the Product received and/or the work completed during that time period.

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. Contact OSC to obtain an information packet at 518-474-4032 or e-mail to epunit@osc.state.ny.us or visit their website at www.osc.state.ny.us.

NEW YORK STATE PROCUREMENT CARD:

See "Procurement Card" in Appendix B, OGS General Specifications.

The following Contractors will accept the New York State Procurement Card for orders up to \$15,000.00 with no additional discount:

1. SecureWatch24, LLC.
2. Pictometry International Corp.

MINIMUM ORDER

Minimum order shall be \$100.00

Contractor may elect to honor orders for less than the minimum order.

PREVAILING WAGES:

WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM

The wages to be paid under any contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the contract term that apply to the classes of individuals supplied by the contractor on any projects which result from this contract which is subject to the provisions of this article. Contractor is solely liable for and must pay such required prevailing wage adjustments during the contract term as required by law.

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.

ADJUSTMENTS TO THE PREVAILING WAGE RATE SCHEDULES

On each anniversary date of the contract, the Contractor shall be granted an increase or decrease in the bid dependent upon fluctuations in the latest published Prevailing Wage Rates published by the NYS Department of Labor. The prevailing wage rates are available online at:

http://www.labor.state.ny.us/business_ny/employer_responsibilities/prevwage/countylistgeneral.htm

The contractor has the sole responsibility to submit a request for a price adjustment to the Office of General Services on the applicable anniversary date (new prevailing wage rate schedule, PRC# 2008002488, issued by Department of Labor) and shall provide a copy of both the original and new wage rate schedules and other supporting documentation necessary to support the increase or decrease. Should the contractor fail to submit adjusted invoices and/or supporting documentation within three (3) months after the applicable anniversary date, the contractor shall be deemed to have waived its right to any increase in price, but the State reserves the right to make the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

ADJUSTMENTS TO LABOR RATES NOT COVERED BY PREVAILING WAGE RATE SCHEDULES

Requests for adjustments to labor rates for titles not covered by prevailing wage rate schedules issued by the Department of Labor may be submitted after the first anniversary of contract award utilizing the regular add process. These types of adjustments will be limited to the CPI or 5%, whichever is less.

PRICE SHEETS AND CATALOGS:

Upon request, Contractor(s) shall be required to furnish, without charge, catalog and price lists identical to those accepted with their bid, including any changes (additions, deletions, etc.) pursuant to the contract, to authorized users. Catalogs and price lists provided must reflect all products excluded from the resultant contract either through the omission of those portions or by obvious indications within the catalogs and price lists.

Catalogs and price lists may be furnished in either hard-copy or electronic format. If available in both formats, they shall be furnished in the format preferred by the requesting authorized user. Upon request the contractor shall assist authorized users in the use of catalogs and price lists.

INSTRUCTION MANUAL:

Simultaneous with delivery, the contractor(s) shall furnish to the authorized user a complete instruction manual for the product and for each component supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, schematic and wiring diagrams,

preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

PRICING/RATES FOR TRAVEL COST:

All net prices **INCLUDE** all applicable shipping and handling ((F.O.B. Destination, 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 include all travel and costs associated with accessing the installation site.

The "not to exceed" rates for the Contractors are posted on the OGS website. There is a NYS Net Price Sheet for each Contractor and LOT/Region awarded. To view the NYS Net Price Sheets, go to www.ogs.state.ny.us, point on "Procurement Contracting Services," then click on "Contracts", then click on "Search Contracts", and enter the Group Number and Award Number on the front page of the Contract Award Notification into the search fields.

CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITIES:

Procurement Services Group considers the prime contractor to be the sole contact with regard to all provisions of the contract(s) resulting from RFP 20191, to include payment of all charges resulting from the procurement and installation of the entire equipment and/or software configuration. In the event the contract includes hardware and/or software manufactured by another manufacturer or supplier, the Prime Contractor has assumed full responsibility for delivery, installation, maintenance, and support services for such items offered in the proposal. The Prime Contractor shall ensure that there is no interruption of service during implementation and shall assume responsibility for any related negotiations with local service providers.

SOFTWARE LICENSE AGREEMENTS:

Bidders are not permitted to sign, or agree to any Software License Agreement for the purchase, maintenance, installation, or systems integration of software for any contract issued under Group 77201-20191. Agreeing to any Software License Agreement would violate Appendix B (Reference Page 6).

REFERENCES:

All bidders and eventual contract holders **may be required** to provide references from bidder's customers who have purchased products similar to those represented by this solicitation. References may be commercial or governmental accounts. If requested by the State or Authorized contract users the references shall include:

- Name, address, telephone number and fax number for the contact person.
- Number of years the bidder has supplied product(s) to the reference.
- The yearly sales volume the bidder has had with the reference.

If required, Authorized Users may utilize the forms on Pages 222 and 223 of this document.

NYS WORKER'S COMPENSATION/DISABILITIES BENEFITS INSURANCE REQUIREMENTS:

Please see below the following information regarding the NYS Worker's Compensation and Disability Benefits Insurance Requirements of NYS Law.

Effective September 9, 2007, all out-of-state employers with employees working in NYS are required to carry a full, statutory NYS workers' compensation insurance policy. An employer has a full, statutory NYS workers' compensation insurance policy when New York is listed in Item "3A" on the Information Page of the employer's workers' compensation insurance policy.

Accordingly, if an out-of-state employer is getting a permit, license or contract from a government agency in NYS, then that employer must fulfill requirements effective September, 2007 under Workers' Compensation Law Section 57. Also, every out-of-state employer doing any construction related activity in New York State is required to carry a full, statutory NYS workers' compensation insurance policy.

An out-of-state employer needs a New York State disability benefits insurance policy if the employer employs one or more individuals on each of at least 30 days in a calendar year in New York State.

If an out-of-state employer meets this criterion, the employer is required to carry a New York State disability benefits policy (The employer has four weeks from the completion of the 30th day of work by one or more individuals to obtain the disability benefits policy.) (Independent contractors are not considered to be employees under the Disability Benefits Law.)

The link below can be used for additional information:

http://www.wcb.state.ny.us/content/main/DisabilityBenefits/Employer/outOfStateEmp_DB.jsp
Also, questions regarding coverage requirements may be directed to the WCB Compliance Unit at 1-866-298-7830.

The links below are to the applicable forms on the NYS Worker's Compensation Board website:

Workers Compensation - <http://www.wcb.state.ny.us/content/onlineforms/obtainC105.jsp>
Disability Benefits - <http://www.wcb.state.ny.us/content/onlineforms/obtainDB120-1.jsp>

Please Note: When issuing Purchase Orders against any of the following NYS Centralized Contracts, Authorized Users should use the following link to verify that the contractor has the required NYS Worker's Compensation and Disability Benefits Insurance:

<http://www.wcb.state.ny.us/icpocinq/icpocdisclaimer.jsp>

In particular, if an employee of a contractor or subcontractor performs any work (e.g. installing, integration, or maintaining equipment) physically inside New York State, they are required to obtain a NYS Worker's Compensation Policy.

If a contractor/subcontractor performs work inside New York for a cumulative total of 30 days per year, they are required to obtain NYS Disability Benefits Insurance.

LIST of Contractors

| <u>CONTRACT #</u> | <u>CONTRACTOR & ADDRESS</u> | <u>TELEPHONE #</u> | <u>FED.IDENT.#</u> |
|--------------------------|--|---|---------------------------|
| PT64408 | SecureWatch24, LLC. One Penn Plaza, Suite 4000 New York, NY 10119 | Phone: (212) 729-5400 Fax: (212) 729-5401 | 20-0914683 |
| NYS Award Date: | Contact: Desmond Smyth 6/18/2009 | Website: www.securewatch24.com Email: des@securewatch24.com | |
| PT64410 | Pictometry International Corp. 100 Town Centre Dr. Suite A Franklin Square, NY 11010 | Phone: (585) 486-0093 Fax: (585) 486-0098 | 16-1595473 |
| NYS Award Date: | Contact: Nancy Brelos 6/22/2009 | Website: www.pictometry.com Email: nancy.brelos@pictometry.com | |

INDEX OF AWARDS (LOTS & REGIONS)/HOW TO USE THESE CONTRACTS

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 Security Systems and Solutions. Please use the following link to go directly to the pricing information pages. At the beginning of each price list tab is a summary of the products and/or services available.

PLEASE NOTE: products and/or services not listed on a contractor’s pricing tab MAY NOT BE awarded to that contractor and MAY NOT BE on contract. Please contact the OGS Contract Administrator listed on Page One of this document for any questions.

Lot 3: Product, Installation, Integration, and Maintenance.

41. **SecureWatch24, LLC.**
 - a. **Regions Bid: 1-4**
42. **Pictometry International Corp.**
 - a. **Regions Bid: Statewide**

| <u>Contractor</u> | Contract # | Lot I | Lot II | Lot III | Lot IV | Lot V |
|--------------------------------|-------------------|--------------|---------------|----------------|---------------|--------------|
| SecureWatch24, LLC. | PT64408 | | | Regions 1-4 | | |
| Pictometry International Corp. | PT64410 | | | Statewide | | |

Please Note:

When utilizing contracts awarded as a result of RFP 20191, Authorized Users should note that the pricing is “Not to Exceed.” As these are multiple award contracts, Authorized Users are encouraged to seek quotes from multiple contractors, and negotiate for better pricing. Authorized Users should always follow their Internal Procurement Guidelines and Best Practices and maintain a detailed Procurement Record.

LIST OF SUBCONTRACTORS:

| LOT | Contractor | Sub-contractor/VARs | Regions |
|------------|-------------------|----------------------------|----------------|
|------------|-------------------|----------------------------|----------------|

How to Use Pictometry International Corp's Contract PT64410:

Pictometry International Corp.'s contract award reflects unique products and solutions. These generally involve aerial photographing and forwarded images using Pictometry's patented software, as well as additional installation, systems integration, and training. When utilizing Pictometry's contract, authorized users should be aware of the following potential factors:

- A. Authorized Users often either utilize "leaf on" or "leaf off" images (reflecting the current seasons) for flyover photographing
- B. The necessary flyovers cannot occur once there is snowfall.
- C. Other weather conditions (e.g. rain, fog, etc.) can delay a flyover and subsequent imaging.
- D. Repeat flyovers may be necessary to obtain additional imaging. These flyovers may need to occur in the next Authorized User's next fiscal year.

Based on the aforementioned information, OGS has suggested to Pictometry that it attach the following statements to any price quotes and to any Purchase Orders issued by Authorized Users to Pictometry:

- 1. A statement which indicates that "Once Image Capture is complete, image libraries are delivered to the customer, usually within 60 days of last image capture, to be loaded by the customer onto the customer's computer system .
- 2. Indicate on price quotes that actual photography will be dependent on various factors such as when photography will begin, be completed, delivered etc. This should be attached to the Purchase order issued by the Authorized user.
- 3. Reference the remedies for breach outlined in Clause 60 of Appendix B.

OGS also recommends that all Authorized users make adequate financial preparations in the event that a flyover/final acceptance of images cannot occur until its next fiscal year.

Additionally, Pictometry has submitted, and OGS has approved its Software License Agreement (SLA) and Schedule A. Authorized Users can agree to these documents as they conform to the Terms and Conditions of RFP 20191 (including Appendix B, dated July 2006). This should be attached to any Purchase Order issued by an Authorized User to Pictometry when acquiring software.

Please see below a link to the Software License Agreement and Schedule A:

NOTE: DCJS and FBI Certified Specifications:

Authorized Users:

OGS incorporated DCJS and FBI Certified Specifications into RFP 20191 (See Section I.3.8, pages 11-18). For any additional information regarding these specifications, Authorized Users should contact the following DCJS employee:

Jerry Nimick.
Phone: 1-800-262-3257
E-Mail: Jerry.Nimick@dcjs.state.ny.us

The telephone number listed above is to the DCJS Customer Contact Center (CCC). Authorized Contract Users can call the CCC and dial by last name to reach Mr. Nimick.

**State of New York
Office of General Services
PROCUREMENT SERVICES GROUP
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: _____ **Contractor:** _____

Describe Product* Provided (Include Item No., if available): _____

***Note:** "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

| | Excellent | Good | Acceptable | Unacceptable |
|---|-----------|------|------------|--------------|
| • Product meets your needs | | | | |
| • Product meets contract specifications | | | | |
| • Pricing | | | | |

CONTRACTOR

| | Excellent | Good | Acceptable | Unacceptable |
|-------------------------------------|-----------|------|------------|--------------|
| • Timeliness of delivery | | | | |
| • Completeness of order (fill rate) | | | | |
| • Responsiveness to inquiries | | | | |
| • Employee courtesy | | | | |
| • Problem resolution | | | | |

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:

OGS PROCUREMENT SERVICES GROUP
 Customer Services, 37th Floor
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
 * * * * *

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: _____

New York State Office of General Services
 Procurement Services Group

Contract Usage Report

For the Semi Annual Period Ending _____ Indicate the Purchasing Officer: _____

Contractor Name: _____ Person Submitting Report: _____ Phone # _____

Address: _____ City: _____ State: _____ Zip: _____

Federal ID# of Contract Holder: _____

Group No. _____ Award No. _____ Contract No. _____ (Only one Contract # per report) ⁽¹⁾ Date Submitted: _____

| Contractor/Reseller Name | Fed ID of Contractor or Reseller | Minority or Women Owned Business (enter M or W) ⁽²⁾ | Customer Name | Total NY State or Non-State ⁽³⁾ (enter S or NS) | Description of Product/Part# | Purchase Date | Total Semi-Annual Sales | |
|--------------------------|----------------------------------|---|---------------|---|------------------------------|---------------|--|--|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Instructions: | | | | | | | Page/Sub-Total | |
| | | | | | | | Semi-Annual Grand Total ⁽⁴⁾ | |

⁽¹⁾ Indicate Contract Type (PT, PS, CMS) Only One Contract Type per Page

⁽²⁾ M/WB - Must be NYS Certified

⁽³⁾ The summary sheet is to be used to provide a listing of resellers and their total sales to be separated by State and Non- State

⁽⁴⁾ If multiple pages are required, the **last** page should reflect a Semi-Annual **grand total**

New York State Office of General Services
Procurement Services Group

Contract Usage Report-**Summary Sheet**

For the Semi Annual Period Ending _____ Indicate the Purchasing Officer: _____

Contractor Name: _____ Person Submitting Report: _____ Phone # _____

Address: _____ City: _____ State: _____ Zip: _____

Federal ID# of Contract Holder: _____

Group No. _____ Award No. _____ Contract No. _____ (Only One Contract # per report) ⁽¹⁾ Date Submitted: _____

| Contractor/Reseller Name | Minority or Women Owned Business (enter M or W) ⁽²⁾ | NY State or Non-State (enter S or NS) ⁽³⁾ | Semi-Annual Total Sales |
|--------------------------|--|--|---|
| | | | |
| | | | |
| | | | |
| Instructions: | | | Page/Sub-Total |
| | | | Semi-Annual Grand Total ⁽⁴⁾ |

⁽¹⁾ Indicate Contract Type (PT, PS, CMS) Only One Contract Type per Page

⁽²⁾ M/WB - Must be NYS Certified

⁽³⁾ The summary sheet is to be used to provide a listing of resellers and their total sales to be separated by State and Non-State

⁽⁴⁾ If multiple pages are required, the **last** page should reflect a Semi-Annual **grand total**

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.state.ny.us>

15th SUPPLEMENTAL CONTRACT AWARD NOTIFICATION
Updated July 15, 2009

| | |
|--------------------------------|--|
| Title | : Group 77201 Security Systems & Solutions (Statewide) Classification Code(s): 32, 43, 46, 92 |
| Award Number | : <u>20191</u> (Replaces Awards PGB-008057, PGB-19110, PGB-18735, PGB-3711, PGB-4509, 02204, PGB-02360, PGB-02455, PGB-02456, C-4476) |
| Contract Period | : August 27, 2007 through August 26, 2012 |
| Bid Opening Date | : June 17, 2008 |
| Date of Issue | : July 15, 2009 |
| Specification Reference | : As Incorporated In The RFP |
| Contractor Information | : Appears on Page 363 of this Award |

Address Inquiries To:

| State Agencies & Vendors | Political Subdivisions & Others |
|---|--|
| Name : Joseph Better Title : Purchasing Officer 1 Phone : 518-474-7101 Fax : 518-486-6867 E-mail : Joseph.better@ogs.state.ny.us | Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us |

**The Procurement Services Group values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

SECURITY SYSTEMS AND SOLUTIONS

PR # 20191

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Scope:

The New York State Office of General Services (OGS), Procurement Services Group (PSG) established comprehensive catalog contracts for Security Systems and Solutions. Contract(s) are for Security Products, Installation, System Integration and Maintenance.

Contract(s) were awarded on the basis of best value to responsive, responsible, and compliant contractors within each LOT. Contracts were awarded both Statewide and by Region.

The contracts will be issued for a term of four (4) years and may be extended for up to two additional two-year periods and one additional one-year period. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years.

Maintenance Contract terms (i.e., those terms of the contract related to maintenance) can survive the original contract term or any extensions for a period of 3 years. This is meant to include preventive maintenance, remedial maintenance as well as ongoing moves, additions and changes of equipment and software upgrades to the basic system.

The contracts contain provisions for the addition of new products and emerging technologies. The State reserves the right to make additional awards utilizing the Continuous Recruitment provisions of RFP 20191. This will ensure that there are a variety of contractors represented, and that installation and service requirements are adequately addressed. The State reserves the right to award future contracts to the next best value qualified Bidder in the event of default or cancellation of a previously awarded contract.

These contracts will be for Authorized Users of New York State contracts, which include New York State Agencies and others authorized by law (see NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS section). Accordingly, references to the State and its Agencies as users under these contracts encompass and include other users such as these entities.

These contracts will be for Authorized Users of New York State contracts, which include New York State Agencies and others authorized by law (see NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS section). Accordingly, references to the State and its Agencies as users under these contracts encompass and include other users such as these entities.

ALARM AND SIGNAL SYSTEMS
ALARM SYSTEMS – WIRELESS
BIOMETRIC ACCESS CONTROL
CAMERAS/LENSES
CCTV SYSTEMS
DVR'S
ELECTRONIC ACCESS CONTROL
ELECTRONIC ARTICLE SURVEILLANCE
FIRE PROTECTION/DETECTION/CONTROLS
GEOGRAPHIC POSITIONING SYSTEMS
GUARD TOUR SYSTEMS
ID CARD PRINTERS, READERS, CARDS, BADGES, ACCESSORIES
ID EQUIP. ELECTRONIC CARD ID SYSTEM
ID EQUIPMENT, ELECTRONIC
INTEGRATED SECURITY SYSTEMS
INTRUSION DETECTION/CONTROLS

LOCKING HARDWARE
 MONITORING EQUIPMENT
 OTHER PHYSICAL SECURITY (LIGHTING/SAFES/ETC.)
 OUTDOOR PERIMETER (FENCES/GATES/ETC.)
 PORTALS, TURNSTILES, ETC
 RECORDING EQUIPMENT
 SECURITY MANAGEMENT SOFTWARE
 SECURITY OFFICE - PRODUCTS
 TRAINING/EDUCATION
 VIDEO/CCTV SYSTEMS & SURVEILLANCE

LOTS:

Catalog contracts were awarded according to LOTS and Region or Statewide. The RFP has been divided into the following LOTS:

- LOT 1: Product Only
- LOT 2: Product & Maintenance
- LOT 3: Product, Installation, Integration & Maintenance
- LOT 4: Installation Only
- LOT 5: Integration Only [Actions required to join an existing and new system into an integrated application or to connect various components of new applications into a centralized system]

REGIONS:

The RFP covered the following counties in the nine regions listed below:

| Regions | Areas | Counties |
|----------|-------------|--|
| Region 1 | Long Island | Nassau Suffolk |
| Region 2 | New York | Bronx Kings New York Queens Richmond |
| Region 3 | Westchester | Dutchess Putnam Westchester |
| Region 4 | Ulster | Orange Rockland Sullivan Ulster |

| | | |
|----------|--------------|--|
| Region 5 | Albany | Albany Columbia Delaware Fulton Greene Montgomery Otsego Rensselaer Schenectady Schoharie |
| Region 6 | Adirondack | Clinton Essex Franklin Hamilton Saratoga Warren Washington |
| Region 7 | Syracuse | Cayuga Herkimer Jefferson Lewis Madison Oneida Onondaga Oswego St. Lawrence |
| Region 8 | Finger Lakes | Broome Chemung Chenango Cortland Livingston Monroe Ontario Schuyler Seneca Steuben Tioga Tompkins Wayne Yates |
| Region 9 | Buffalo | Allegany Cattaraugus Chautauqua Erie Genesee Niagara Orleans Wyoming |

APPENDIX A:

Appendix A, Standard Clauses For New York State Contracts, dated September 2004, attached hereto, is hereby expressly made a part of these Contracts as fully as if set forth at length herein.

APPENDIX B:

Appendix B, Office of General Services General Specifications dated June 2006, 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 this Contract resulting from RFP 20191 or Appendix A.

RFP 20191:

RFP 20191, Security Systems and Solutions, Revised 4/08, issued June 12, 2008, 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 this Contract resulting from Appendix B or Appendix A.

PARTICIPATION IN CENTRALIZED CONTRACTS:

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B-1 clause 39. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www.ogs.state.ny.us). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

EXTENSION OF USE:

Any contract resulting from this proposal solicitation may be extended to additional states or government jurisdictions upon mutual written agreement between New York State (the lead contract State) and the Contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extension.

TERM OF CONTRACT:

The term of the Contract will commence upon approval by the Office of State Comptroller and issuance by the Office of General Services and will continue for a period of five (5) years, and may be extended for up to two additional two year periods and one additional one year period. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years. The Contractor's authority to sell Security Systems and Solutions shall expire upon the termination of the purchase portion of the Contract as indicated above even though authorized users will be able to have maintenance continue past the contract expiration date.

Maintenance Contract terms (i.e., those terms of the contract related to maintenance) can survive the original contract term or any extensions for a period of 3 years. This is meant to include preventive maintenance, remedial maintenance as well as ongoing moves, additions and changes of equipment and software upgrades to the basic system.

TERMINATION OF CONTRACT

Please refer to Appendix B, Clause 59 for the circumstances permitting Termination for Cause and Termination for Convenience.

STOP WORK ORDER

The Office of General Services reserves the right to stop the work covered by contract(s) resulting from RFP 20191 at any time that it is deemed the successful Contractor is unable or incapable of performing the work to their satisfaction. In the event of such stoppage, the Office of General Services shall have the right to arrange for the completion of the work in such manner as it may deem advisable and, if the resulting cost exceeds the amount of the bid, the successful Contractor shall be liable to the State of New York for any increase in cost.

CANCELLATION FOR CONVENIENCE:

In addition to rights afforded in Appendix B-1 Clause 59, The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

NOTE TO CONTRACTOR:

Cash Discount, If Shown, Should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE

SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR EQUAL EMPLOYMENT AND BUSINESS PARTICIPATION OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND NEW YORK STATE CERTIFIED MINORITY/WOMEN-OWNED BUSINESSES:

In accordance with Article 15-A of the New York State Executive Law (Participation by Minority Group Members and Women with Respect to State Contracts) and in conformance with the Regulations promulgated by the Minority and Women's Business Development Division of the New York State Department of Economic Development set forth at 5 NYCRR Parts 140-144, the Offerer/Contractor agrees to be bound by the following to promote equality of economic opportunities for minority group members and women, and the facilitation of minority and women-owned business enterprise participation on all covered OGS contracts.

- a. Equal Employment Opportunity Requirements
By submission of a bid or proposal in response to this solicitation, the Offerer agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The contractor is required to ensure that the provisions of Appendix A clause 12 – Equal Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.
- b. Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses
Authorized Users are encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers on this contract for the provision of services and materials. To locate New York State Certified M/WBEs, the directory of Certified Businesses can be viewed at:
http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services Group supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

| | |
|----------|---------------------------|
| RS,RP,RA | Recycled |
| RM | Remanufactured |
| SW | Solid Waste Impact |
| EE | Energy Efficient |
| E* | EPA Energy Star |
| ES | Environmentally Sensitive |

EPA ENERGY STAR PROGRAM:

The Federal EPA, in cooperation with manufacturers, continues a program to foster the manufacture of energy efficient equipment. New York State fully supports this effort

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing all contracts awarded as a result of RFP 20191. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in the case of multiple awards for the same or similar equipment or systems, authorized users should contact contract holders to ensure they receive the best possible prices. Contracts issued as a result of RFP 20191 contain “not to exceed pricing” and authorized users should always seek better pricing when issuing a purchase order.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

PURCHASE ORDER PREPARATION:

See "Purchase Orders" in Appendix B, item 44 OGS General Specifications.

If there is a discrepancy between the purchase order and what is listed on contract, it is the contractor's obligation as a condition of payment to clarify and resolve what is to be actually shipped by contacting ordering agency.

CONTRACT PAYMENTS:

Contract payments cannot be processed by New York State agencies and other authorized users until the contract products have been delivered and accepted. Invoices for such payment must contain sufficient data including, but not limited to, New York State's Contract Number, description of product, quantity, unit and price per unit as well as federal identification number. See "Contract Billings" in Appendix B-1, OGS General Specifications.

The Contractor will submit an invoice after Acceptance or, in the case of “drop-ship” Products, after the Authorized User receives all the Products listed on the Purchase Order. If the invoice is issued before either of these actions, it is the Authorized User's responsibility to write a letter to the Contractor stipulating the requirement for Acceptance or receipt of Product to occur prior to invoicing. This will stop the clock for the application of State Finance Law Article XI-A, item 15. After the receipt and/or Acceptance, all necessary Authorized User, OSC, etc. documents must be processed for payment of the invoice.

The voucher or invoice will contain the Contract ID number, the name of the Authorized User; the location where service was performed; and, either in its body or as an attachment will contain a copy of the report itemizing the Product received and/or the work completed during that time period.

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. Contact OSC to obtain an information packet at 518-474-4032 or e-mail to epunit@osc.state.ny.us or visit their website at www.osc.state.ny.us.

NEW YORK STATE PROCUREMENT CARD:

See "Procurement Card" in Appendix B, OGS General Specifications.

The following Contractors will accept the New York State Procurement Card for orders up to \$15,000.00 with no additional discount:

1. StopTech, Ltd.

MINIMUM ORDER

Minimum order shall be \$100.00

Contractor may elect to honor orders for less than the minimum order.

PREVAILING WAGES:

WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM

The wages to be paid under any contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the contract term that apply to the classes of individuals supplied by the contractor on any projects which result from this contract which is subject to the provisions of this article. Contractor is solely liable for and must pay such required prevailing wage adjustments during the contract term as required by law.

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.

ADJUSTMENTS TO THE PREVAILING WAGE RATE SCHEDULES

On each anniversary date of the contract, the Contractor shall be granted an increase or decrease in the bid dependent upon fluctuations in the latest published Prevailing Wage Rates published by the NYS Department of Labor. The prevailing wage rates are available online at:

http://www.labor.state.ny.us/business_ny/employer_responsibilities/prevwage/countylistgeneral.htm

The contractor has the sole responsibility to submit a request for a price adjustment to the Office of General Services on the applicable anniversary date (new prevailing wage rate schedule, PRC# 2008002488, issued by Department of Labor) and shall provide a copy of both the original and new wage rate schedules and other supporting documentation necessary to support the increase or decrease. Should the contractor fail to submit adjusted invoices and/or supporting documentation within three (3) months after the applicable anniversary date, the contractor shall be deemed to have waived its right to any increase in price, but the State reserves the right to make the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

ADJUSTMENTS TO LABOR RATES NOT COVERED BY PREVAILING WAGE RATE SCHEDULES

Requests for adjustments to labor rates for titles not covered by prevailing wage rate schedules issued by the Department of Labor may be submitted after the first anniversary of contract award utilizing the regular add process. These types of adjustments will be limited to the CPI or 5%, whichever is less.

PRICE SHEETS AND CATALOGS:

Upon request, Contractor(s) shall be required to furnish, without charge, catalog and price lists identical to those accepted with their bid, including any changes (additions, deletions, etc.) pursuant to the contract, to authorized users. Catalogs and price lists provided must reflect all products excluded from the resultant contract either through the omission of those portions or by obvious indications within the catalogs and price lists.

Catalogs and price lists may be furnished in either hard-copy or electronic format. If available in both formats, they shall be furnished in the format preferred by the requesting authorized user. Upon request the contractor shall assist authorized users in the use of catalogs and price lists.

INSTRUCTION MANUAL:

Simultaneous with delivery, the contractor(s) shall furnish to the authorized user a complete instruction manual for the product and for each component supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, schematic and wiring diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

PRICING/RATES FOR TRAVEL COST:

All net prices **INCLUDE** all applicable shipping and handling ((F.O.B. Destination, 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 include all travel and costs associated with accessing the installation site.

The “not to exceed” rates for the Contractors are posted on the OGS website. There is a NYS Net Price Sheet for each Contractor and LOT/Region awarded. To view the NYS Net Price Sheets, go to www.ogs.state.ny.us, point on "Procurement Contracting Services," then click on "Contracts", then click on "Search Contracts", and enter the Group Number and Award Number on the front page of the Contract Award Notification into the search fields.

CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITIES:

Procurement Services Group considers the prime contractor to be the sole contact with regard to all provisions of the contract(s) resulting from RFP 20191, to include payment of all charges resulting from the procurement and installation of the entire equipment and/or software configuration. In the event the contract includes hardware and/or software manufactured by another manufacturer or supplier, the Prime Contractor has assumed full responsibility for delivery, installation, maintenance, and support services for such items offered in the proposal. The Prime Contractor shall ensure that there is no interruption of service during implementation and shall assume responsibility for any related negotiations with local service providers.

SOFTWARE LICENSE AGREEMENTS:

Bidders are not permitted to sign, or agree to any Software License Agreement for the purchase, maintenance, installation, or systems integration of software for any contract issued under Group 77201-20191. Agreeing to any Software License Agreement would violate Appendix B (Reference Page 6).

REFERENCES:

All bidders and eventual contract holders **may be required** to provide references from bidder's customers who have purchased products similar to those represented by this solicitation. References may be commercial or governmental accounts. If requested by the State or Authorized contract users the references shall include:

- Name, address, telephone number and fax number for the contact person.
- Number of years the bidder has supplied product(s) to the reference.
- The yearly sales volume the bidder has had with the reference.

If required, Authorized Users may utilize the forms on Pages 222 and 223 of this document.

NYS WORKER'S COMPENSATION/DISABILITIES BENEFITS INSURANCE REQUIREMENTS:

Please see below the following information regarding the NYS Worker's Compensation and Disability Benefits Insurance Requirements of NYS Law.

Effective September 9, 2007, all out-of-state employers with employees working in NYS are required to carry a full, statutory NYS workers' compensation insurance policy. An employer has a full, statutory NYS workers' compensation insurance policy when New York is listed in Item "3A" on the Information Page of the employer's workers' compensation insurance policy.

Accordingly, if an out-of-state employer is getting a permit, license or contract from a government agency in NYS, then that employer must fulfill requirements effective September, 2007 under Workers' Compensation Law Section 57. Also, every out-of-state employer doing any construction related activity in New York State is required to carry a full, statutory NYS workers' compensation insurance policy.

An out-of-state employer needs a New York State disability benefits insurance policy if the employer employs one or more individuals on each of at least 30 days in a calendar year in New York State.

If an out-of-state employer meets this criterion, the employer is required to carry a New York State disability benefits policy (The employer has four weeks from the completion of the 30th day of work by one or more individuals to obtain the disability benefits policy.) (Independent contractors are not considered to be employees under the Disability Benefits Law.)

The link below can be used for additional information:

http://www.wcb.state.ny.us/content/main/DisabilityBenefits/Employer/outOfStateEmp_DB.jsp
Also, questions regarding coverage requirements may be directed to the WCB Compliance Unit at 1-866-298-7830.

The links below are to the applicable forms on the NYS Worker's Compensation Board website:

Workers Compensation - <http://www.wcb.state.ny.us/content/onlineforms/obtainC105.jsp>
Disability Benefits - <http://www.wcb.state.ny.us/content/onlineforms/obtainDB120-1.jsp>

Please Note: When issuing Purchase Orders against any of the following NYS Centralized Contracts, Authorized Users should use the following link to verify that the contractor has the required NYS Worker's Compensation and Disability Benefits Insurance:

<http://www.wcb.state.ny.us/icpocinq/icpocdisclaimer.jsp>

In particular, if an employee of a contractor or subcontractor performs any work (e.g. installing, integration, or maintaining equipment) physically inside New York State, they are required to obtain a NYS Worker's Compensation Policy.

If a contractor/subcontractor performs work inside New York for a cumulative total of 30 days per year, they are required to obtain NYS Disability Benefits Insurance.

LIST of Contractors

| <u>CONTRACT #</u> | <u>CONTRACTOR & ADDRESS</u> | <u>TELEPHONE #</u> | <u>FED.IDENT.#</u> |
|--------------------------|--|--|---------------------------|
| PT64063 | StopTech, Ltd. 365 Industrial Drive Harrison, OH 45030 | Phone: (513)202-5500 Toll Free: (800)537-0102 Fax: (513)202-0240 | 31-1749742 |
| F | Contact: Gary L. Uthe | Email: guthe@stopstick.com | |
| Award Date: | 7/9/2009 | Website: www.stoptechltd.com | |

INDEX OF AWARDS (LOTS & REGIONS)/HOW TO USE THESE CONTRACTS

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 Security Systems and Solutions. Please use the following link to go directly to the pricing information pages. At the beginning of each price list tab is a summary of the products and/or services available.

PLEASE NOTE: products and/or services not listed on a contractor’s pricing tab MAY NOT BE awarded to that contractor and MAY NOT BE on contract. Please contact the OGS Contract Administrator listed on Page One of this document for any questions.

Lot 3: Product, Installation, Integration, and Maintenance.

43. StopTech, Ltd.

a. Regions Bid: Statewide

| <u>Contractor</u> | Contract # | Lot I | Lot II | Lot III | Lot IV | Lot V |
|-------------------|------------|-------|--------|-----------|--------|-------|
| StopTech, Ltd. | PT64063 | | | Statewide | | |

Please Note:

When utilizing contracts awarded as a result of RFP 20191, Authorized Users should note that the pricing is “Not to Exceed.” As these are multiple award contracts, Authorized Users are encouraged to seek quotes from multiple contractors, and negotiate for better pricing. Authorized Users should always follow their Internal Procurement Guidelines and Best Practices and maintain a detailed Procurement Record.

LIST OF SUBCONTRACTORS:

| LOT | Contractor | Sub-contractor/VARs | Regions |
|------------|-------------------|----------------------------|----------------|
|------------|-------------------|----------------------------|----------------|

NOTE: DCJS and FBI Certified Specifications:

Authorized Users:

OGS incorporated DCJS and FBI Certified Specifications into RFP 20191 (See Section I.3.8, pages 11-18). For any additional information regarding these specifications, Authorized Users should contact the following DCJS employee:

Jerry Nimick.
Phone: 1-800-262-3257
E-Mail: Jerry.Nimick@dcjs.state.ny.us

The telephone number listed above is to the DCJS Customer Contact Center (CCC). Authorized Contract Users can call the CCC and dial by last name to reach Mr. Nimick.

**State of New York
Office of General Services
PROCUREMENT SERVICES GROUP
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: _____ **Contractor:** _____

Describe Product* Provided (Include Item No., if available): _____

***Note:** "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

| | Excellent | Good | Acceptable | Unacceptable |
|---|-----------|------|------------|--------------|
| • Product meets your needs | | | | |
| • Product meets contract specifications | | | | |
| • Pricing | | | | |

CONTRACTOR

| | Excellent | Good | Acceptable | Unacceptable |
|-------------------------------------|-----------|------|------------|--------------|
| • Timeliness of delivery | | | | |
| • Completeness of order (fill rate) | | | | |
| • Responsiveness to inquiries | | | | |
| • Employee courtesy | | | | |
| • Problem resolution | | | | |

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:

OGS PROCUREMENT SERVICES GROUP
 Customer Services, 37th Floor
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
 * * * * *

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: _____

New York State Office of General Services
Procurement Services Group

Contract Usage Report

For the Semi Annual Period Ending _____ Indicate the Purchasing Officer: _____

Contractor Name: _____ Person Submitting Report: _____ Phone # _____

Address: _____ City: _____ State: _____ Zip: _____

Federal ID# of Contract Holder: _____

Group No. _____ Award No. _____ Contract No. _____ (Only one Contract # per report) ⁽¹⁾ Date Submitted: _____

| Contractor/Reseller Name | Fed ID of Contractor or Reseller | Minority or Women Owned Business (enter M or W) ⁽²⁾ | Customer Name | Total NY State or Non-State ⁽³⁾ (enter S or NS) | Description of Product/Part# | Purchase Date | Total Semi-Annual Sales | |
|--------------------------|----------------------------------|---|---------------|---|------------------------------|---------------|--|--|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Instructions: | | | | | | | Page/Sub-Total | |
| | | | | | | | Semi-Annual Grand Total ⁽⁴⁾ | |

⁽¹⁾ Indicate Contract Type (PT, PS, CMS) Only One Contract Type per Page

⁽²⁾ M/WB - Must be NYS Certified

⁽³⁾ The summary sheet is to be used to provide a listing of resellers and their total sales to be separated by State and Non- State

⁽⁴⁾ If multiple pages are required, the **last** page should reflect a Semi-Annual **grand total**

New York State Office of General Services
Procurement Services Group

Contract Usage Report-**Summary Sheet**

For the Semi Annual Period Ending _____ Indicate the Purchasing Officer: _____

Contractor Name: _____ Person Submitting Report: _____ Phone # _____

Address: _____ City: _____ State: _____ Zip: _____

Federal ID# of Contract Holder: _____

Group No. _____ Award No. _____ Contract No. _____ (Only One Contract # per report) ⁽¹⁾ Date Submitted: _____

| Contractor/Reseller Name | Minority or Women Owned Business (enter M or W) ⁽²⁾ | NY State or Non-State (enter S or NS) ⁽³⁾ | Semi-Annual Total Sales |
|--------------------------|--|--|---|
| | | | |
| | | | |
| | | | |
| Instructions: | | | Page/Sub-Total |
| | | | Semi-Annual Grand Total ⁽⁴⁾ |

⁽¹⁾ Indicate Contract Type (PT, PS, CMS) Only One Contract Type per Page

⁽²⁾ M/WB - Must be NYS Certified

⁽³⁾ The summary sheet is to be used to provide a listing of resellers and their total sales to be separated by State and Non-State

⁽⁴⁾ If multiple pages are required, the **last** page should reflect a Semi-Annual **grand total**

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.state.ny.us>

16th SUPPLEMENTAL CONTRACT AWARD NOTIFICATION
Updated July 29, 2009

| | | |
|--------------------------------|----------|---|
| Title | : | Group 77201 Security Systems & Solutions (Statewide) Classification Code(s): 32, 43, 46, 92 |
| Award Number | : | <u>20191</u> (Replaces Awards PGB-008057, PGB-19110, PGB-18735, PGB-3711, PGB-4509, 02204, PGB- 02360, PGB-02455, PGB-02456, C-4476) |
| Contract Period | : | August 27, 2007 through August 26, 2012 |
| Bid Opening Date | : | June 17, 2008 |
| Date of Issue | : | July 24, 2009 |
| Specification Reference | : | As Incorporated In The RFP |
| Contractor Information | : | Appears on Page 388 of this Award |

Address Inquiries To:

| State Agencies & Vendors | Political Subdivisions & Others |
|---|--|
| Name : Joseph Better Title : Purchasing Officer 1 Phone : 518-474-7101 Fax : 518-486-6867 E-mail : Joseph.better@ogs.state.ny.us | Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us |

**The Procurement Services Group values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

SECURITY SYSTEMS AND SOLUTIONS

PR # 20191

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Scope:

The New York State Office of General Services (OGS), Procurement Services Group (PSG) established comprehensive catalog contracts for Security Systems and Solutions. Contract(s) are for Security Products, Installation, System Integration and Maintenance.

Contract(s) were awarded on the basis of best value to responsive, responsible, and compliant contractors within each LOT. Contracts were awarded both Statewide and by Region.

The contracts will be issued for a term of four (4) years and may be extended for up to two additional two-year periods and one additional one-year period. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years.

Maintenance Contract terms (i.e., those terms of the contract related to maintenance) can survive the original contract term or any extensions for a period of 3 years. This is meant to include preventive maintenance, remedial maintenance as well as ongoing moves, additions and changes of equipment and software upgrades to the basic system.

The contracts contain provisions for the addition of new products and emerging technologies. The State reserves the right to make additional awards utilizing the Continuous Recruitment provisions of RFP 20191. This will ensure that there are a variety of contractors represented, and that installation and service requirements are adequately addressed. The State reserves the right to award future contracts to the next best value qualified Bidder in the event of default or cancellation of a previously awarded contract.

These contracts will be for Authorized Users of New York State contracts, which include New York State Agencies and others authorized by law (see NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS section). Accordingly, references to the State and its Agencies as users under these contracts encompass and include other users such as these entities.

These contracts will be for Authorized Users of New York State contracts, which include New York State Agencies and others authorized by law (see NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS section). Accordingly, references to the State and its Agencies as users under these contracts encompass and include other users such as these entities.

ALARM AND SIGNAL SYSTEMS
ALARM SYSTEMS – WIRELESS
BIOMETRIC ACCESS CONTROL
CAMERAS/LENSES
CCTV SYSTEMS
DVR'S
ELECTRONIC ACCESS CONTROL
ELECTRONIC ARTICLE SURVEILLANCE
FIRE PROTECTION/DETECTION/CONTROLS
GEOGRAPHIC POSITIONING SYSTEMS
GUARD TOUR SYSTEMS
ID CARD PRINTERS, READERS, CARDS, BADGES, ACCESSORIES
ID EQUIP. ELECTRONIC CARD ID SYSTEM
ID EQUIPMENT, ELECTRONIC
INTEGRATED SECURITY SYSTEMS
INTRUSION DETECTION/CONTROLS

LOCKING HARDWARE
 MONITORING EQUIPMENT
 OTHER PHYSICAL SECURITY (LIGHTING/SAFES/ETC.)
 OUTDOOR PERIMETER (FENCES/GATES/ETC.)
 PORTALS, TURNSTILES, ETC
 RECORDING EQUIPMENT
 SECURITY MANAGEMENT SOFTWARE
 SECURITY OFFICE - PRODUCTS
 TRAINING/EDUCATION
 VIDEO/CCTV SYSTEMS & SURVEILLANCE

LOTS:

Catalog contracts were awarded according to LOTS and Region or Statewide. The RFP has been divided into the following LOTS:

- LOT 1: Product Only
- LOT 2: Product & Maintenance
- LOT 3: Product, Installation, Integration & Maintenance
- LOT 4: Installation Only
- LOT 5: Integration Only [Actions required to join an existing and new system into an integrated application or to connect various components of new applications into a centralized system]

REGIONS:

The RFP covered the following counties in the nine regions listed below:

| Regions | Areas | Counties |
|----------|-------------|--|
| Region 1 | Long Island | Nassau Suffolk |
| Region 2 | New York | Bronx Kings New York Queens Richmond |
| Region 3 | Westchester | Dutchess Putnam Westchester |
| Region 4 | Ulster | Orange Rockland Sullivan Ulster |

| | | |
|----------|--------------|--|
| Region 5 | Albany | Albany Columbia Delaware Fulton Greene Montgomery Otsego Rensselaer Schenectady Schoharie |
| Region 6 | Adirondack | Clinton Essex Franklin Hamilton Saratoga Warren Washington |
| Region 7 | Syracuse | Cayuga Herkimer Jefferson Lewis Madison Oneida Onondaga Oswego St. Lawrence |
| Region 8 | Finger Lakes | Broome Chemung Chenango Cortland Livingston Monroe Ontario Schuyler Seneca Steuben Tioga Tompkins Wayne Yates |
| Region 9 | Buffalo | Allegany Cattaraugus Chautauqua Erie Genesee Niagara Orleans Wyoming |

APPENDIX A:

Appendix A, Standard Clauses For New York State Contracts, dated September 2004, attached hereto, is hereby expressly made a part of these Contracts as fully as if set forth at length herein.

APPENDIX B:

Appendix B, Office of General Services General Specifications dated June 2006, 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 this Contract resulting from RFP 20191 or Appendix A.

RFP 20191:

RFP 20191, Security Systems and Solutions, Revised 4/08, issued June 12, 2008, 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 this Contract resulting from Appendix B or Appendix A.

PARTICIPATION IN CENTRALIZED CONTRACTS:

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B-1 clause 39. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www.ogs.state.ny.us). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

EXTENSION OF USE:

Any contract resulting from this proposal solicitation may be extended to additional states or government jurisdictions upon mutual written agreement between New York State (the lead contract State) and the Contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extension.

TERM OF CONTRACT:

The term of the Contract will commence upon approval by the Office of State Comptroller and issuance by the Office of General Services and will continue for a period of five (5) years, and may be extended for up to two additional two year periods and one additional one year period. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years. The Contractor's authority to sell Security Systems and Solutions shall expire upon the termination of the purchase portion of the Contract as indicated above even though authorized users will be able to have maintenance continue past the contract expiration date.

Maintenance Contract terms (i.e., those terms of the contract related to maintenance) can survive the original contract term or any extensions for a period of 3 years. This is meant to include preventive maintenance, remedial maintenance as well as ongoing moves, additions and changes of equipment and software upgrades to the basic system.

TERMINATION OF CONTRACT

Please refer to Appendix B, Clause 59 for the circumstances permitting Termination for Cause and Termination for Convenience.

STOP WORK ORDER

The Office of General Services reserves the right to stop the work covered by contract(s) resulting from RFP 20191 at any time that it is deemed the successful Contractor is unable or incapable of performing the work to their satisfaction. In the event of such stoppage, the Office of General Services shall have the right to arrange for the completion of the work in such manner as it may deem advisable and, if the resulting cost exceeds the amount of the bid, the successful Contractor shall be liable to the State of New York for any increase in cost.

CANCELLATION FOR CONVENIENCE:

In addition to rights afforded in Appendix B-1 Clause 59, The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

NOTE TO CONTRACTOR:

Cash Discount, If Shown, Should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE

SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR EQUAL EMPLOYMENT AND BUSINESS PARTICIPATION OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND NEW YORK STATE CERTIFIED MINORITY/WOMEN-OWNED BUSINESSES:

In accordance with Article 15-A of the New York State Executive Law (Participation by Minority Group Members and Women with Respect to State Contracts) and in conformance with the Regulations promulgated by the Minority and Women's Business Development Division of the New York State Department of Economic Development set forth at 5 NYCRR Parts 140-144, the Offerer/Contractor agrees to be bound by the following to promote equality of economic opportunities for minority group members and women, and the facilitation of minority and women-owned business enterprise participation on all covered OGS contracts.

- a. Equal Employment Opportunity Requirements
By submission of a bid or proposal in response to this solicitation, the Offerer agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The contractor is required to ensure that the provisions of Appendix A clause 12 – Equal Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.
- b. Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses
Authorized Users are encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers on this contract for the provision of services and materials. To locate New York State Certified M/WBEs, the directory of Certified Businesses can be viewed at:
http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services Group supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

| | |
|----------|---------------------------|
| RS,RP,RA | Recycled |
| RM | Remanufactured |
| SW | Solid Waste Impact |
| EE | Energy Efficient |
| E* | EPA Energy Star |
| ES | Environmentally Sensitive |

EPA ENERGY STAR PROGRAM:

The Federal EPA, in cooperation with manufacturers, continues a program to foster the manufacture of energy efficient equipment. New York State fully supports this effort

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing all contracts awarded as a result of RFP 20191. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in the case of multiple awards for the same or similar equipment or systems, authorized users should contact contract holders to ensure they receive the best possible prices. Contracts issued as a result of RFP 20191 contain “not to exceed pricing” and authorized users should always seek better pricing when issuing a purchase order.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

PURCHASE ORDER PREPARATION:

See "Purchase Orders" in Appendix B, item 44 OGS General Specifications.

If there is a discrepancy between the purchase order and what is listed on contract, it is the contractor's obligation as a condition of payment to clarify and resolve what is to be actually shipped by contacting ordering agency.

CONTRACT PAYMENTS:

Contract payments cannot be processed by New York State agencies and other authorized users until the contract products have been delivered and accepted. Invoices for such payment must contain sufficient data including, but not limited to, New York State's Contract Number, description of product, quantity, unit and price per unit as well as federal identification number. See "Contract Billings" in Appendix B-1, OGS General Specifications.

The Contractor will submit an invoice after Acceptance or, in the case of “drop-ship” Products, after the Authorized User receives all the Products listed on the Purchase Order. If the invoice is issued before either of these actions, it is the Authorized User's responsibility to write a letter to the Contractor stipulating the requirement for Acceptance or receipt of Product to occur prior to invoicing. This will stop the clock for the application of State Finance Law Article XI-A, item 15. After the receipt and/or Acceptance, all necessary Authorized User, OSC, etc. documents must be processed for payment of the invoice.

The voucher or invoice will contain the Contract ID number, the name of the Authorized User; the location where service was performed; and, either in its body or as an attachment will contain a copy of the report itemizing the Product received and/or the work completed during that time period.

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. Contact OSC to obtain an information packet at 518-474-4032 or e-mail to epunit@osc.state.ny.us or visit their website at www.osc.state.ny.us.

NEW YORK STATE PROCUREMENT CARD:

See "Procurement Card" in Appendix B, OGS General Specifications.

The following Contractors will accept the New York State Procurement Card for orders up to \$15,000.00 with no additional discount:

1. Stan Schwartz Assoc. Inc. dba Skyline Mills

MINIMUM ORDER

Minimum order shall be \$100.00

Contractor may elect to honor orders for less than the minimum order.

PREVAILING WAGES:

WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM

The wages to be paid under any contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the contract term that apply to the classes of individuals supplied by the contractor on any projects which result from this contract which is subject to the provisions of this article. Contractor is solely liable for and must pay such required prevailing wage adjustments during the contract term as required by law.

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.

ADJUSTMENTS TO THE PREVAILING WAGE RATE SCHEDULES

On each anniversary date of the contract, the Contractor shall be granted an increase or decrease in the bid dependent upon fluctuations in the latest published Prevailing Wage Rates published by the NYS Department of Labor. The prevailing wage rates are available online at:

http://www.labor.state.ny.us/business_ny/employer_responsibilities/prevwage/countylistgeneral.htm

The contractor has the sole responsibility to submit a request for a price adjustment to the Office of General Services on the applicable anniversary date (new prevailing wage rate schedule, PRC# 2008002488, issued by Department of Labor) and shall provide a copy of both the original and new wage rate schedules and other supporting documentation necessary to support the increase or decrease. Should the contractor fail to submit adjusted invoices and/or supporting documentation within three (3) months after the applicable anniversary date, the contractor shall be deemed to have waived its right to any increase in price, but the State reserves the right to make the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

ADJUSTMENTS TO LABOR RATES NOT COVERED BY PREVAILING WAGE RATE SCHEDULES

Requests for adjustments to labor rates for titles not covered by prevailing wage rate schedules issued by the Department of Labor may be submitted after the first anniversary of contract award utilizing the regular add process. These types of adjustments will be limited to the CPI or 5%, whichever is less.

PRICE SHEETS AND CATALOGS:

Upon request, Contractor(s) shall be required to furnish, without charge, catalog and price lists identical to those accepted with their bid, including any changes (additions, deletions, etc.) pursuant to the contract, to authorized users. Catalogs and price lists provided must reflect all products excluded from the resultant contract either through the omission of those portions or by obvious indications within the catalogs and price lists.

Catalogs and price lists may be furnished in either hard-copy or electronic format. If available in both formats, they shall be furnished in the format preferred by the requesting authorized user. Upon request the contractor shall assist authorized users in the use of catalogs and price lists.

INSTRUCTION MANUAL:

Simultaneous with delivery, the contractor(s) shall furnish to the authorized user a complete instruction manual for the product and for each component supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, schematic and wiring diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

PRICING/RATES FOR TRAVEL COST:

All net prices **INCLUDE** all applicable shipping and handling ((F.O.B. Destination, 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 include all travel and costs associated with accessing the installation site.

The “not to exceed” rates for the Contractors are posted on the OGS website. There is a NYS Net Price Sheet for each Contractor and LOT/Region awarded. To view the NYS Net Price Sheets, go to www.ogs.state.ny.us, point on "Procurement Contracting Services," then click on "Contracts", then click on "Search Contracts", and enter the Group Number and Award Number on the front page of the Contract Award Notification into the search fields.

CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITIES:

Procurement Services Group considers the prime contractor to be the sole contact with regard to all provisions of the contract(s) resulting from RFP 20191, to include payment of all charges resulting from the procurement and installation of the entire equipment and/or software configuration. In the event the contract includes hardware and/or software manufactured by another manufacturer or supplier, the Prime Contractor has assumed full responsibility for delivery, installation, maintenance, and support services for such items offered in the proposal. The Prime Contractor shall ensure that there is no interruption of service during implementation and shall assume responsibility for any related negotiations with local service providers.

SOFTWARE LICENSE AGREEMENTS:

Bidders are not permitted to sign, or agree to any Software License Agreement for the purchase, maintenance, installation, or systems integration of software for any contract issued under Group 77201-20191. Agreeing to any Software License Agreement would violate Appendix B (Reference Page 6).

REFERENCES:

All bidders and eventual contract holders **may be required** to provide references from bidder's customers who have purchased products similar to those represented by this solicitation. References may be commercial or governmental accounts. If requested by the State or Authorized contract users the references shall include:

- Name, address, telephone number and fax number for the contact person.
- Number of years the bidder has supplied product(s) to the reference.
- The yearly sales volume the bidder has had with the reference.

If required, Authorized Users may utilize the forms on Pages 222 and 223 of this document.

NYS WORKER'S COMPENSATION/DISABILITIES BENEFITS INSURANCE REQUIREMENTS:

Please see below the following information regarding the NYS Worker's Compensation and Disability Benefits Insurance Requirements of NYS Law.

Effective September 9, 2007, all out-of-state employers with employees working in NYS are required to carry a full, statutory NYS workers' compensation insurance policy. An employer has a full, statutory NYS workers' compensation insurance policy when New York is listed in Item "3A" on the Information Page of the employer's workers' compensation insurance policy.

Accordingly, if an out-of-state employer is getting a permit, license or contract from a government agency in NYS, then that employer must fulfill requirements effective September, 2007 under Workers' Compensation Law Section 57. Also, every out-of-state employer doing any construction related activity in New York State is required to carry a full, statutory NYS workers' compensation insurance policy.

An out-of-state employer needs a New York State disability benefits insurance policy if the employer employs one or more individuals on each of at least 30 days in a calendar year in New York State.

If an out-of-state employer meets this criterion, the employer is required to carry a New York State disability benefits policy (The employer has four weeks from the completion of the 30th day of work by one or more individuals to obtain the disability benefits policy.) (Independent contractors are not considered to be employees under the Disability Benefits Law.)

The link below can be used for additional information:

http://www.wcb.state.ny.us/content/main/DisabilityBenefits/Employer/outOfStateEmp_DB.jsp
Also, questions regarding coverage requirements may be directed to the WCB Compliance Unit at 1-866-298-7830.

The links below are to the applicable forms on the NYS Worker's Compensation Board website:

Workers Compensation - <http://www.wcb.state.ny.us/content/onlineforms/obtainC105.jsp>
Disability Benefits - <http://www.wcb.state.ny.us/content/onlineforms/obtainDB120-1.jsp>

Please Note: When issuing Purchase Orders against any of the following NYS Centralized Contracts, Authorized Users should use the following link to verify that the contractor has the required NYS Worker's Compensation and Disability Benefits Insurance:

<http://www.wcb.state.ny.us/icpocinq/icpocdisclaimer.jsp>

In particular, if an employee of a contractor or subcontractor performs any work (e.g. installing, integration, or maintaining equipment) physically inside New York State, they are required to obtain a NYS Worker's Compensation Policy.

If a contractor/subcontractor performs work inside New York for a cumulative total of 30 days per year, they are required to obtain NYS Disability Benefits Insurance.

LIST of Contractors

| <u>CONTRACT #</u> | <u>CONTRACTOR & ADDRESS</u> | <u>TELEPHONE #</u> | <u>FED.IDENT.#</u> |
|--------------------------|--|---|---------------------------|
| PT64411 | Skyline Mills 9220 Rumsey Road #100 Columbia, MD 21045 | Phone: (410) 309-4300 Fax: (410) 309-4300 | 53-0257683 |
| F | Contact: Nina Grigsby | Website: www.safetydrape.com | |
| Award Date: | 7/21/2009 | Email: nina.grigsby@skylinemills.com | |

INDEX OF AWARDS (LOTS & REGIONS)/HOW TO USE THESE CONTRACTS

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 Security Systems and Solutions. Please use the following link to go directly to the pricing information pages. At the beginning of each price list tab is a summary of the products and/or services available.

PLEASE NOTE: products and/or services not listed on a contractor’s pricing tab MAY NOT BE awarded to that contractor and MAY NOT BE on contract. Please contact the OGS Contract Administrator listed on Page One of this document for any questions.

Lot 1: Product Only

31. Stan Schwartz Assoc., Inc. dba Skyline Mills
 - a. Regions Bid: Statewide

Lot 4: Installation Only

13. Stan Schwartz Assoc., Inc. dba Skyline Mills
 - a. Regions Bid: Statewide

| <u>Contractor</u> | Contract # | Lot I | Lot II | Lot III | Lot IV | Lot V |
|--------------------------|------------|-----------|--------|---------|-----------|-------|
| Skyline Mills | PT64410 | Statewide | | | Statewide | |

Please Note:

When utilizing contracts awarded as a result of RFP 20191, Authorized Users should note that the pricing is “Not to Exceed.” As these are multiple award contracts, Authorized Users are encouraged to seek quotes from multiple contractors, and negotiate for better pricing. Authorized Users should always follow their Internal Procurement Guidelines and Best Practices and maintain a detailed Procurement Record.

LIST OF SUBCONTRACTORS:

| LOT | Contractor | Sub-contractor/VARs | Regions |
|------------|-------------------|----------------------------|----------------|
|------------|-------------------|----------------------------|----------------|

NOTE: DCJS and FBI Certified Specifications:

Authorized Users:

OGS incorporated DCJS and FBI Certified Specifications into RFP 20191 (See Section I.3.8, pages 11-18). For any additional information regarding these specifications, Authorized Users should contact the following DCJS employee:

Jerry Nimick.
Phone: 1-800-262-3257
E-Mail: Jerry.Nimick@dcjs.state.ny.us

The telephone number listed above is to the DCJS Customer Contact Center (CCC). Authorized Contract Users can call the CCC and dial by last name to reach Mr. Nimick.

**State of New York
Office of General Services
PROCUREMENT SERVICES GROUP
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: _____ **Contractor:** _____

Describe Product* Provided (Include Item No., if available): _____

***Note:** "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

| | Excellent | Good | Acceptable | Unacceptable |
|---|-----------|------|------------|--------------|
| • Product meets your needs | | | | |
| • Product meets contract specifications | | | | |
| • Pricing | | | | |

CONTRACTOR

| | Excellent | Good | Acceptable | Unacceptable |
|-------------------------------------|-----------|------|------------|--------------|
| • Timeliness of delivery | | | | |
| • Completeness of order (fill rate) | | | | |
| • Responsiveness to inquiries | | | | |
| • Employee courtesy | | | | |
| • Problem resolution | | | | |

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:

OGS PROCUREMENT SERVICES GROUP
 Customer Services, 37th Floor
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
 * * * * *

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: _____

New York State Office of General Services
Procurement Services Group

Contract Usage Report

For the Semi Annual Period Ending _____ Indicate the Purchasing Officer: _____

Contractor Name: _____ Person Submitting Report: _____ Phone # _____

Address: _____ City: _____ State: _____ Zip: _____

Federal ID# of Contract Holder: _____

Group No. _____ Award No. _____ Contract No. _____ (Only one Contract # per report) ⁽¹⁾ Date Submitted: _____

| Contractor/Reseller Name | Fed ID of Contractor or Reseller | Minority or Women Owned Business (enter M or W) ⁽²⁾ | Customer Name | Total NY State or Non-State ⁽³⁾ (enter S or NS) | Description of Product/Part# | Purchase Date | Total Semi-Annual Sales | |
|--------------------------|----------------------------------|---|---------------|---|------------------------------|---------------|--|--|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Instructions: | | | | | | | Page/Sub-Total | |
| | | | | | | | Semi-Annual Grand Total ⁽⁴⁾ | |

⁽¹⁾ Indicate Contract Type (PT, PS, CMS) Only One Contract Type per Page

⁽²⁾ M/WB - Must be NYS Certified

⁽³⁾ The summary sheet is to be used to provide a listing of resellers and their total sales to be separated by State and Non- State

⁽⁴⁾ If multiple pages are required, the **last** page should reflect a Semi-Annual **grand total**

New York State Office of General Services
Procurement Services Group

Contract Usage Report-**Summary Sheet**

For the Semi Annual Period Ending _____ Indicate the Purchasing Officer: _____

Contractor Name: _____ Person Submitting Report: _____ Phone # _____

Address: _____ City: _____ State: _____ Zip: _____

Federal ID# of Contract Holder: _____

Group No. _____ Award No. _____ Contract No. _____ (Only One Contract # per report) ⁽¹⁾ Date Submitted: _____

| Contractor/Reseller Name | Minority or Women Owned Business (enter M or W) ⁽²⁾ | NY State or Non-State (enter S or NS) ⁽³⁾ | Semi-Annual Total Sales |
|--------------------------|--|--|---|
| | | | |
| | | | |
| | | | |
| Instructions: | | | Page/Sub-Total |
| | | | Semi-Annual Grand Total ⁽⁴⁾ |

⁽¹⁾ Indicate Contract Type (PT, PS, CMS) Only One Contract Type per Page

⁽²⁾ M/WB - Must be NYS Certified

⁽³⁾ The summary sheet is to be used to provide a listing of resellers and their total sales to be separated by State and Non-State

⁽⁴⁾ If multiple pages are required, the **last** page should reflect a Semi-Annual **grand total**

SUPPLEMENTAL CONTRACT AWARD NOTIFICATION
Updated February 11, 2011

| | | |
|--------------------------------|---|--|
| Title | : | Group 77201 Security Systems & Solutions (Statewide) Classification Code(s): 32, 43, 46, 92 |
| Award Number | : | <u>20191</u> (Replaces Awards PGB-01057, PGB-19110, PGB-18735, PGB-3711, PGB-4509, 02204, PGB- 02360, PGB-02455, PGB-02456, C-4476) |
| Contract Period | : | August 27, 2007 through August 26, 2012 |
| Bid Opening Date | : | September 21, 2010 |
| Date of Issue | : | February 9, 2011 |
| Specification Reference | : | As Incorporated In The RFP |
| Contractor Information | : | Appears on Page 2 of this Award |

Address Inquiries To:

| State Agencies & Vendors | Political Subdivisions & Others |
|---|--|
| Name : Joseph Better Title : Purchasing Officer 1 Phone : 518-474-7101 Fax : 518-486-6867 E-mail : Joseph.better@ogs.state.ny.us | Procurement Services Group Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us |

**The Procurement Services Group values your input.
Complete and return "Contract Performance Report" at end of document.**

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ATTACHMENT TWO: OGS CONTRACT PERFORMANCE REPORT:..... 424

SCOPE:

The New York State Office of General Services (OGS), Procurement Services Group (PSG) established comprehensive catalog contracts for Security Systems and Solutions. Contract(s) are for Security Products, Installation, System Integration and Maintenance.

Contract(s) were awarded on the basis of best value to responsive, responsible, and compliant contractors within each LOT. Contracts were awarded both Statewide and by Region. The contracts will be issued for a term of up to five (5) years and may be renewed for an additional five (5) year term. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years.

Maintenance Contract terms (i.e., those terms of the contract related to maintenance) can survive the original contract term or any extensions for a period of 3 years. This is meant to include preventive maintenance, remedial maintenance as well as ongoing moves, additions and changes of equipment and software upgrades to the basic system.

The contracts contain provisions for the addition of new products and emerging technologies. The State reserves the right to make additional awards utilizing the Periodic Recruitment provisions of RFP 20191. This will ensure that there are a variety of contractors represented, and that installation and service requirements are adequately addressed. The State reserves the right to award future contracts to the next best value qualified Bidder in the event of default or cancellation of a previously awarded contract.

These contracts will be for Authorized Users of New York State contracts, which include New York State Agencies and others authorized by law (see NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS section). Accordingly, references to the State and its Agencies as users under these contracts encompass and include other users such as these entities.

ALARM AND SIGNAL SYSTEMS
ALARM SYSTEMS – WIRELESS
BIOMETRIC ACCESS CONTROL
CAMERAS/LENSES
CCTV SYSTEMS
DVR'S
ELECTRONIC ACCESS CONTROL
ELECTRONIC ARTICLE SURVEILLANCE
FIRE PROTECTION/DETECTION/CONTROLS
GEOGRAPHIC POSITIONING SYSTEMS
GUARD TOUR SYSTEMS
ID CARD PRINTERS, READERS, CARDS, BADGES, ACCESSORIES
ID EQUIP. ELECTRONIC CARD ID SYSTEM
ID EQUIPMENT, ELECTRONIC
INTEGRATED SECURITY SYSTEMS
INTRUSION DETECTION/CONTROLS
LOCKING HARDWARE
MONITORING EQUIPMENT
OTHER PHYSICAL SECURITY (LIGHTING/SAFES/ETC.)
OUTDOOR PERIMETER (FENCES/GATES/ETC.)
PORTALS, TURNSTILES, ETC
RECORDING EQUIPMENT
SECURITY MANAGEMENT SOFTWARE
SECURITY OFFICE – PRODUCTS

LOTS:

Catalog contracts were awarded according to LOTS and Region or Statewide. The RFP has been divided into the following LOTS:

- LOT 1: Product Only
- LOT 2: Product & Maintenance
- LOT 3: Product, Installation, Integration & Maintenance
- LOT 4: Installation Only
- LOT 5: Integration Only [Actions required to join an existing and new system into an integrated application or to connect various components of new applications into a centralized system]

REGIONS:

The RFP covered the following counties in the nine regions listed below:

| Regions | Areas | Counties |
|----------|-------------|--|
| Region 1 | Long Island | Nassau Suffolk |
| Region 2 | New York | Bronx Kings New York Queens Richmond |
| Region 3 | Westchester | Dutchess Putnam Westchester |
| Region 4 | Ulster | Orange Rockland Sullivan Ulster |
| Region 5 | Albany | Albany Columbia Delaware Fulton Greene Montgomery Otsego Rensselaer Schenectady Schoharie |
| Region 6 | Adirondack | Clinton Essex Franklin Hamilton Saratoga Warren |

| | | |
|----------|--------------|--|
| | | Washington |
| Region 7 | Syracuse | Cayuga Herkimer Jefferson Lewis Madison Oneida Onondaga Oswego St. Lawrence |
| Region 8 | Finger Lakes | Broome Chemung Chenango Cortland Livingston Monroe Ontario Schuyler Seneca Steuben Tioga Tompkins Wayne Yates |
| Region 9 | Buffalo | Allegany Cattaraugus Chautauqua Erie Genesee Niagara Orleans Wyoming |

APPENDIX A:

Appendix A, Standard Clauses For New York State Contracts, dated September 2004, attached hereto, is hereby expressly made a part of these Contracts as fully as if set forth at length herein

APPENDIX B:

Appendix B, Office of General Services General Specifications dated June 2006, attached hereto, is hereby expressly made a part of any Contracts awarded or amended (expanded to include new Lots and/pr Regions) on or after September 23, 2008 as fully as if set forth at length herein and shall govern any situations not covered by the following Contracts resulting from RFP 20191, dated 8/27/10 or Appendix A.

RFP 20191:

RFP 20191, Security Systems and Solutions, Issued 8/3/2010, Revised August 27, 2010 attached hereto, is hereby expressly made a part of any Contracts awarded or amended (expanded to include new Lots and/or Regions) on or after September 23, 2008 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.

Conflict of Terms:

Unless otherwise set forth in the procurement or contract documents, conflicts among documents shall be resolved in the following order of precedence:

- a. **Appendix A** (Standard Clauses for NYS Contracts)
- b. **Mini-Bid Project Definition** if applicable and in accordance with the terms and conditions of the Back-Drop Contract.
- c. **Contract and other writing(s)** setting forth the final agreements, clarifications and terms between the Bid Documents and Contractor's Bid. In the latter circumstance, clarifications must specifically note in writing what was offered by the Contractor and what was accepted by the State. If not, such clarifications shall be considered last in the order of precedence under this paragraph.
- d. **Bid Documents** (Other than Appendix A).
 - i. Bid Specifications prepared by the Authorized User.
 - ii. Appendix B (General Specifications).
 - iii. Incorporated Contract Appendices, if any, following the order of precedence as stated for Contract above.
- e. **Contractor's Bid or Mini-Bid Proposal**.
- f. **Unincorporated Appendices** (if any).

PARTICIPATION IN CENTRALIZED CONTRACTS:

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B-1/Appendix B clause 39. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www.ogs.state.ny.us). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

EXTENSION OF USE:

Any contract awarded as a result of RPF 20191 may be extended to additional states or government jurisdictions upon mutual written agreement between New York State (the lead contract State) and the Contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extension.

TERM OF CONTRACT:

The term of the Contract will commence upon approval by the Office of State Comptroller and issuance by the Office of General Services and will continue for a period of up to five (5) years, and may be extended for five (5) years. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years. The Contractor's authority to sell Security Systems and Solutions shall expire upon the termination of the purchase portion of the Contract as indicated above even though authorized users will be able to have maintenance continue past the contract expiration date.

Maintenance Contract terms (i.e., those terms of the contract related to maintenance) can survive the original contract term or any extensions for a period of 3 years. This is meant to include preventive maintenance, remedial maintenance as well as ongoing moves, additions and changes of equipment and software upgrades to the basic system.

TERMINATION OF CONTRACT:

Please refer to Appendix B-1 Clause 59/ Appendix B Clause 60 for the circumstances permitting Termination for Cause and Termination for Convenience.

STOP WORK ORDER:

The Office of General Services reserves the right to stop the work covered by contract(s) resulting from RFP 20191 at any time that it is deemed the successful Contractor is unable or incapable of performing the work to their satisfaction. In the event of such stoppage, the Office of General Services shall have the right to arrange for the completion of the work in such manner as it may deem advisable and, if the resulting cost exceeds the amount of the bid, the successful Contractor shall be liable to the State of New York for any increase in cost.

CANCELLATION FOR CONVENIENCE:

In addition to rights afforded in Appendix B-1 Clause 59/Appendix B Clause 60, The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

NOTE TO CONTRACTOR:

Cash Discount, If Shown, Should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE

SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR EQUAL EMPLOYMENT AND BUSINESS PARTICIPATION OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND NEW YORK STATE CERTIFIED MINORITY/WOMEN-OWNED BUSINESSES:

In accordance with Article 15-A of the New York State Executive Law (Participation by Minority Group Members and Women with Respect to State Contracts) and in conformance with the Regulations promulgated by the Minority and Women’s Business Development Division of the New York State Department of Economic Development set forth at 5 NYCRR Parts 140-144, the Offerer/Contractor agrees to be bound by the following to promote equality of economic opportunities for minority group members and women, and the facilitation of minority and women-owned business enterprise participation on all covered OGS contracts.

- a. **Equal Employment Opportunity Requirements**
By submission of a bid or proposal in response to this solicitation, the Offerer agrees with all of the terms and conditions of Appendix A including Clause 12 – Equal Employment Opportunities for Minorities and Women. The contractor is required to ensure that the provisions of Appendix A clause 12 – Equal Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.
- b. **Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses**
Authorized Users are encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers on this contract for the provision of services and materials. To locate New York State Certified M/WBEs, the directory of Certified Businesses can be viewed at: http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services Group supports and encourages the purchase of recycled, remanufactured, energy efficient and “energy star” products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

| | |
|----------|---------------------------|
| RS,RP,RA | Recycled |
| RM | Remanufactured |
| SW | Solid Waste Impact |
| EE | Energy Efficient |
| E* | EPA Energy Star |
| ES | Environmentally Sensitive |

EPA ENERGY STAR PROGRAM:

The Federal EPA, in cooperation with manufacturers, continues a program to foster the manufacture of energy efficient equipment. New York State fully supports this effort.

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing all contracts awarded as a result of RFP 20191. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in the case of multiple awards for the same or similar equipment or systems, authorized users should contact multiple contract holders to ensure they receive the best possible prices. Contracts issued as a result of RFP 20191 contain “not to exceed pricing” and authorized users should always seek better pricing when issuing a purchase order. Authorized Users are encouraged to seek quotes from multiple contractors and/or negotiate for better pricing. Authorized Users should always follow their Internal Procurement Guidelines and Best Practices and maintain a detailed Procurement Record.

Authorized users have the responsibility to document their purchasing decisions, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

PURCHASE ORDER PREPARATION:

See “Purchase Orders” in Appendix B-1/Appendix B, item 44 OGS General Specifications.

If there is a discrepancy between the purchase order and what is listed on contract, it is the contractor’s obligation as a condition of payment to clarify and resolve what is to be actually shipped by contacting ordering agency.

CONTRACT PAYMENTS:

Contract payments cannot be processed by New York State agencies and other authorized users until the contract products have been delivered and accepted. Invoices for such payment must contain sufficient data including, but not limited to, New York State’s Contract Number, description of product, quantity, unit and price per unit as well as federal identification number. See “Contract Billings” in Appendix B-1/Appendix, OGS General Specifications.

The Contractor will submit an invoice after Acceptance or, in the case of “drop-ship” Products, after the Authorized User receives all the Products listed on the Purchase Order. If the invoice is issued before either of these actions, it is the Authorized User’s responsibility to write a letter to the Contractor stipulating the requirement for Acceptance or receipt of Product to occur prior to invoicing. This will stop the clock for the application of State Finance Law Article XI-A, item 15.

After the receipt and/or Acceptance, all necessary Authorized User, OSC, etc. documents must be processed for payment of the invoice.

The voucher or invoice will contain the Contract ID number, the name of the Authorized User; the location where service was performed; and, either in its body or as an attachment will contain a copy of the report itemizing the Product received and/or the work completed during that time period.

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an “electronic payment” option in lieu of issuing checks. Contact OSC to obtain an information packet at 518-474-4032 or e-mail to epunit@osc.state.ny.us or visit their website at www.osc.state.ny.us.

NEW YORK STATE PROCUREMENT CARD:

See “Procurement Card” in Appendix B-1/Appendix B, OGS General Specifications.

The following Contractors will accept the New York State Procurement Card for orders up to \$15,000.00 with no additional discount:

MINIMUM ORDER:

Minimum order shall be \$100.00

Contractor may elect to honor orders for less than the minimum order.

PREVAILING WAGES:

A. “PUBLIC WORKS” AND “BUILDING SERVICES”

Bidders must refer to Appendix B, Clause 17 for a full description of these subjects.

B. PREVAILING WAGE RATE APPLICABLE TO BID SUBMISSIONS NYS DEPT. OF LABOR PREVAILING WAGE RATE SCHEDULES

ALL PUBLIC WORKS AND BUILDING SERVICE CONTRACTS, REGARDLESS OF DOLLAR VALUE, REQUIRE THE PAYMENT OF PREVAILING WAGES AND SUPPLEMENTS AS ESTABLISHED BY LAW BY THE DEPARTMENT OF LABOR. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in monetary fines or debarment from bidding and awarding of contracts.

NOTE: CONTRACTORS AND SUBCONTRACTORS ARE FURTHER REQUIRED TO POST THE PREVAILING WAGE RATES IN A PROMINENT AND ACCESSIBLE PLACE AT THE WORK SITE. Vendor is solely responsible for confirming subsequent changes to the posted rates and for paying the prevailing rates at all times during the contract term.

This is a Public Works project. The Bidder must use the labor rates and must adhere to Department of Labor rules and regulations in the payment to employees **Notice: Prevailing Labor Rates from the NYS Department of Labor are available on the web site.**

C. WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM

The wages to be paid under any contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the contract term that apply to the classes of individuals supplied by the contractor on any projects which result from this contract which is subject to the provisions of this article. Contractor is solely liable for and must pay such required prevailing wage adjustments during the contract term as required by law.

D. DAY'S LABOR – DEFINED FOR ARTICLE 8, PUBLIC WORKS (FOR PURPOSES OF ARTICLE 8 OF THE LABOR LAW)

No laborer, workers or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. 'Extraordinary emergency' shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the industrial commissioner for the preservation of the contract site and for the protection of the life and limb of the persons using the contract site.

E. ADJUSTMENTS TO THE PREVAILING WAGE RATE SCHEDULES

On or after the date of adjustments to Prevailing Wage Rates by the NYS Department of Labor, the Contractor shall be granted an increase or decrease in the contract wage rates dependent upon fluctuations in the latest published Prevailing Wage Rates published by the NYS Department of Labor.* The prevailing wage rates are available online at:

<http://wpp.labor.state.ny.us/wpp/doSearchWageSchedulePublic.do?method=doIt&schedule>

*The contractor has the sole responsibility to submit a request for a price adjustment to the Office of General Services on or after the applicable anniversary date (new prevailing wage rate schedule, PRC# 2010006433, issued by Department of Labor) and shall provide a copy of both the original and new wage rate schedules and other supporting documentation necessary to support the increase or decrease. See Contract Update procedures. The State reserves the right to make the appropriate adjustment determined in accordance with the above methodology.

F. ADJUSTMENTS TO LABOR RATES NOT COVERED BY PREVAILING WAGE RATE SCHEDULES

Requests for adjustments to labor rates for titles not covered by prevailing wage rate schedules issued by the Department of Labor (and GSA-based pricing schedules) may be submitted on or after the first anniversary of contract award (and on or after the subsequent anniversaries) utilizing the regular add process. These types of adjustments will be limited to the CPI or 5%, whichever is less.

PRICE SHEETS AND CATALOGS:

Upon request, Contractor(s) shall be required to furnish, without charge, catalog and price lists identical to those accepted with their bid, including any changes (additions, deletions, etc.) pursuant to the contract, to authorized users. Catalogs and price lists provided must reflect all products excluded from the resultant contract either through the omission of those portions or by obvious indications within the catalogs and price lists.

Catalogs and price lists may be furnished in either hard-copy or electronic format. If available in both formats, they shall be furnished in the format preferred by the requesting authorized user. Upon request the contractor shall assist authorized users in the use of catalogs and price lists.

INSTRUCTION MANUAL:

Simultaneous with delivery, the contractor(s) shall furnish to the authorized user a complete instruction manual for the product and for each component supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, schematic and wiring diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

PRICING/LABOR RATES:

All net prices **INCLUDE** all applicable shipping and handling (F.O.B. Destination the dock/delivery location of the Authorized User, refer to Appendix B-1/Appendix B, item 47b Shipping/Receipt of Product and Clause 48 "Title and Risk of Loss"), insurance, customs duties and charges, and associated delivery charges and such charges are included in the discount.

All services rates include travel time and costs incurred for travel to the site. The rates and charges for the Product and for the installation and maintenance of the Product include all travel and costs associated with accessing the installation site.

The "not to exceed" rates for the Contractors are posted on the OGS website. There is a NYS Net Price Sheet for each Contractor and LOT/Region awarded. To view the NYS Net Price Sheets, go to www.ogs.state.ny.us, point on "Procurement Contracting Services," then click on "Contracts", then click on "Search Contracts", and enter the Group Number and Award Number on the front page of the Contract Award Notification into the search fields.

GENERAL MAINTENANCE PROVISIONS:

1. If the State and its Authorized Users elects to purchase any system or piece of equipment provided under any contract awarded as a result of RFP 20191, all required maintenance will be provided under the warranty provisions during the first year **subsequent to Acceptance of the system**. However, if at any time during the first year or any subsequent maintenance period, service is performed on the equipment by anyone other than the Contractor, without the Contractor's consent, or if the equipment is removed from the premises without the Contractor's supervision and consent, then at the option of the Contractor, the maintenance contract may become null and void for those items of equipment affected by the prohibitions. The Contractor shall notify the Authorized User and OGS Procurement Services Group of any such cancellation within 30 business days. PSG reserves the right to review the validity of such cancellation with the Contractor and Authorized User and take appropriate action.

2. The Contractor shall not be obligated to repair damage caused by fire or other casualty (except that caused by the Contractor), willful or grossly negligent operation or handling of the Equipment by the Authorized User's employees. Trained personnel from the Authorized User may, without the Contractor's prior written consent, make modifications in the Authorized User's database for station moves and changes. Should the Contractor's consent be required, it shall not be unreasonably withheld. The Authorized User shall be responsible for updating of all records associated with their modifications.
3. Following the first year of warranty service, authorized users will have the option to continue maintenance unless the Authorized User, upon notice to the Contractor, discontinues coverage. Maintenance shall be provided for all equipment acquired, including moves, additions, and changes that take place after installation. Maintenance costs must be set forth in the contract holder's NYS Net Pricing Pages. Maintenance contract terms may extend beyond the term of this contract.
4. The State will pay monthly in arrears for any services utilized for maintenance, service, and parts in accordance with the Contractor's established rates. Contract Holders may offer Prepaid Annual Maintenance with a minimum additional 10% or greater discount. The Authorized User has the right not to utilize the monthly maintenance contract and use Time and Materials Rates instead. Rates are to be adjusted monthly in arrears by Contractor for increases and decreases in equipment covered by maintenance.
5. The Authorized User shall not be required to purchase maintenance for use of product, and may discontinue maintenance at the end of any current maintenance term upon 30 days written notice to Contractor prior to the end of the term. In the event that the Authorized User has elected not to purchase monthly maintenance, or the Authorized User has discontinued such purchased maintenance, the Authorized User may acquire maintenance on a T&M basis only, at any time thereafter. The Authorized User may return to a monthly maintenance contract at any time subsequent to a previous discontinuous of maintenance. Authorized users may request a reinstatement of a previously cancelled monthly maintenance contract at any time. Actual reinstatement will occur after contractor's inspection of any equipment covered by said maintenance. Inspection must occur within 30 days of the Authorized Users request.
6. The Contract Holder shall provide per hour rates for maintenance provided during the course of providing equipment or implementing a complete and working system. Maintenance shall include items such as design and engineering, project management, training, acceptance testing, inspection, monitoring, and document generation. Current Contract Holders also offer Time and Material rates for emergency and non-emergency on-site/remote access maintenance during normal business hours, emergency and non-emergency on-site/remote maintenance outside of normal business hours.

REMEDIAL MAINTENANCE

Whether the Authorized User elects to subscribe to monthly maintenance or Time and Materials (T&M), remedial maintenance shall be performed after the Authorized User notifies the Contractor that the equipment is inoperable or unsuitable for operation. The Maintenance Center will be responsible for insuring that service for each request is provided in accordance with the following:

- A. Priority Emergency Service - A "Priority Emergency" is a situation involving a major malfunction of the security products or system service, which is defined as the inability

of 10% or more of the security products or systems (including, but not limited to: security cameras, fire alarms and the software for the same) to not operate correctly. The Contractor shall respond* in Priority Emergencies within two (2) continuous hours following notification by the Authorized User. Authorized Users reserve the right to require a more stringent definition of a Priority Emergency at time of purchase.

- B. Emergency Service - An "Emergency" is a situation involving a "critical" System failure in the opinion of the Authorized User. The Contractor shall respond* in Emergencies within three (3) continuous business hours after Authorized User notifies Contractor of the emergency.
- C. Non-Emergency Service - A "Non-Emergency" is a situation involving a System failure of a scope less than that described for an Emergency. The Contractor shall respond* in Non-Emergencies within six (6) continuous business hours after Authorized User notifies Contractor of the malfunction.

***"Respond" (for II.9.4 of RFP 20191 - REMEDIAL MAINTENANCE)** shall be when the contract holder commences performing remedial maintenance. "Commence Performing" is when a qualified and prepared technician is actually working on, examining, or in some way servicing the system with a malfunction to attempt to correct the problem. **Scheduling, simply returning a phone call, having an untrained representative/unprepared technician arrive on site, etc. do not constitute meeting the Response Time Requirements.**

The above response limitation includes travel time. Remedial maintenance must be available twenty-four hours per day, seven days per week, including New York State legal holidays. Details of how the supplier will meet this level of responsiveness, and how any exception will be dealt with must be described in the Bidder's proposal in Appendix C.

Contractors must provide a local telephone number for the facility. If a service or maintenance call to the service center would result in the requesting Authorized User incurring toll charges, the Contractor must provide a toll free telephone number (i.e. 800 or 888 number, Collect Call). This excludes local message units. A national toll-free number for service and dispatch of local technicians is acceptable.

If the Contractor does not perform according to the contract, the Authorized User reserves the right to contract with another maintenance company. The difference in cost, if any, between the two will be borne by the Contractor named in this contract. If the Contractor subcontracts any portion of the service, the subcontractor must be approved by OGS.

MAINTENCNE SERVICES FOR PRODUCTS PURCHASED OUTSIDE AWARD 20191:

In addition, maintenance services for systems/equipment not purchased from contracts established for Security Systems and Solutions as a result of RFP 20191 may be purchased from contract holders awarded contracts for LOTS 2 and 3 under the following conditions:

1. Authorized Users are allowed to purchase replacement parts and monthly maintenance for systems/equipment purchased outside of the Award 20191, if the replacement parts and monthly maintenance rates for the systems/equipment are on the Contractor's NYS Net Price sheets. See bullet # 3.

2. Authorized Users would be allowed to purchase Time and Material maintenance for any products offered by a contractor (requiring a Manufacturer's Guarantee for all products not manufactured by the contractor), even if the specific product is not on the Contractor's NYS Net Price Sheets. See bullet #3.
3. The Contractor would be required to establish maintenance rates at or below the rates listed on their NYS Net Price Sheets and add to the contract prior to sale via the contract update procedures.
4. Contractors are not obligated to provide the Authorized Users maintenance service for systems/equipment not purchased from the NYS Security Systems and Solutions Contracts.
5. The Contractor will inspect the system/equipment to make a determination as to whether or not they wish to provide the Authorized User maintenance. *Any rates for the inspection service will be at or below the hourly or per inspection rates listed on the Contractors' NYS Net Price Sheets.* Contractors may refuse to offer maintenance on previously purchased equipment, *due to age, condition, availability of parts, etc.*
6. The availability of maintenance services for systems/equipment not purchased from contracts for Security Systems and Solutions established as a result of RFP 20191 will end at the same time as the maintenance contracts for systems/equipment purchased under Award 20191. (see Section 1.1 above)

EXAMINATION OF SITES AND SPECIFICATIONS:

At the discretion of the Authorized User and prior to the issuance of the Cost Quote, Contractors **may be required to perform a site visit at the associated installation location** to become familiar with any local condition, which may in any manner affect the work to be done, as well as equipment, materials, labor, or services required. Contractors are required to examine carefully the specifications and to familiarize themselves thoroughly concerning any conditions and requirements that may in any manner affect the work to be performed under the contract. During the site visit, the Authorized User will indicate placement of all equipment. In addition, Contractors should specify if there are any required modifications or additions to the site, which are required to insure proper operation of the equipment. If changes are required, they must be included in the Cost Quote.

No allowances will be made because of lack of knowledge of these conditions. Ignorance of the requirements will not relieve the Contractors of their liability and obligations under the contract. Contractors shall provide drawings of typical equipment room layouts, specifying floor space and electrical outlet requirements for each system, assuming maximum system capacities are ordered.

AUTHORIZED USER COMPLIANCE WITH LEGAL REQUIREMENTS:

Authorized users must comply with the following requirements under New York State Law:

- a. Identification of legal authority for system installation (i.e.: construction work is regulated by statute and not all agencies are authorized to perform such work).
- b. Payment of applicable Department of Labor Prevailing Wage Rates under Article 8 Labor Law.
- c. Compliance with state and local building codes. For each project undertaken, State Agencies must obtain a Construction Permit and an eventual Code Compliance Certificate from a Construction Permitting Agency. In accordance with NYCRR Title 19 Part 448, such agencies are so designated by the Department of State. Authorized Users, other than State Agencies, must obtain Construction Permits and Certificates of Code Compliance from the local building department having jurisdiction.

- d. Plans and specifications that are certified and stamped by a NYS licensed architect or engineer.
- e. In OGS Buildings, obtain an approval from the appropriate Building Manager.

NYS FIRE ALARM SECURITY SYSTEMS INSTALLER LICENSE:

Section 69-M of the General Business Law and Title 19 NYCRR Reg. 195.2 provide that any person engaging in the business of installing, servicing or maintaining security or fire alarm systems must be licensed to do so.

Additional information regarding these requirements may be obtained from the New York State Department of State at:

<http://www.dos.state.ny.us/lcns/professions/sec-fireinstallers/install1.htm>

Contract holders awarded Lots 2-5 must provide proof of compliance with these requirements with the bid submission.

GENERAL REQUIREMENTS:

The following requirements are applicable for all contracts under award 20191.

- A. Neither drug use of any type, nor consumption of alcoholic beverages by the Contractor or its personnel shall be permitted on the premises.
- B. The Authorized User will not be liable for any expense incurred by the Contractor as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
- C. It is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.
- D. The Contractor shall be completely responsible for their work, including any damages or breakdowns caused by their failure to take appropriate action.
- E. Trained technicians are required to do all servicing. All technicians shall have at least two (2) years' experience on any systems being serviced (all labor).

CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITIES:

Procurement Services Group considers the prime contractor to be the sole contact with regard to all provisions of the contract(s) resulting from RFP 20191, to include payment of all charges resulting from the procurement and installation of the entire equipment and/or software configuration. In the event the contract includes hardware and/or software manufactured by another manufacturer or supplier, the Prime Contractor has assumed full responsibility for delivery, installation, maintenance, and support services for such items offered in the proposal. The Prime Contractor shall ensure that there is no interruption of service during implementation and shall assume responsibility for any related negotiations with local service providers.

SOFTWARE LICENSE AGREEMENTS:

Authorized Users are not permitted to sign, or agree to any Software License Agreement for the purchase, maintenance, installation, or systems integration of software for any contract issued under Group 77201-20191 unless it has been reviewed and/or approved by OGS and/or OSC and posted to the OGS Website. Agreeing to any non-approved Software License Agreement would violate Appendix B (Reference Page 6).

REFERENCES:

All contract holders **may be required** to provide references from its customers who have purchased products similar to those represented by on their contracts. References may be commercial or governmental accounts. If requested by the State or Authorized contract users the references shall include:

- a. Name, address, telephone number and fax number for the contact person.
- b. Number of years the bidder has supplied product(s) to the reference.
- c. The yearly sales volume the bidder has had with the reference.

If required, Authorized Users may utilize the forms on Pages 47 and 48 of this document.

NYS WORKER'S COMPENSATION/DISABILITIES BENEFITS INSURANCE REQUIREMENTS:

Please see below the following information regarding the NYS Worker's Compensation and Disability Benefits Insurance Requirements of NYS Law.

Effective September 9, 2007, all out-of-state employers with employees working in NYS are required to carry a full, statutory NYS workers' compensation insurance policy. An employer has a full, statutory NYS workers' compensation insurance policy when New York is listed in Item "3A" on the Information Page of the employer's workers' compensation insurance policy.

Accordingly, if an out-of-state employer is getting a permit, license or contract from a government agency in NYS, then that employer must fulfill requirements effective September, 2007 under Workers' Compensation Law Section 57. Also, every out-of-state employer doing any construction related activity in New York State is required to carry a full, statutory NYS workers' compensation insurance policy.

An out-of-state employer needs a New York State disability benefits insurance policy if the employer employs one or more individuals on each of at least 30 days in a calendar year in New York State.

If an out-of-state employer meets this criterion, the employer is required to carry a New York State disability benefits policy (The employer has four weeks from the completion of the 30th day of work by one or more individuals to obtain the disability benefits policy.) (Independent contractors are not considered to be employees under the Disability Benefits Law.)

The link below can be used for additional information:

http://www.wcb.state.ny.us/content/main/DisabilityBenefits/Employer/outOfStateEmp_DB.jsp
Also, questions regarding coverage requirements may be directed to the WCB Compliance Unit at 1-866-298-7830.

The links below are to the applicable forms on the NYS Worker's Compensation Board website:

Workers Compensation - <http://www.wcb.state.ny.us/content/onlineforms/obtainC105.jsp>

Disability Benefits - <http://www.wcb.state.ny.us/content/onlineforms/obtainDB120-1.jsp>

Please Note: When issuing Purchase Orders against any of the following NYS Centralized Contracts, Authorized Users should use the following link to verify that the contractor has the required NYS Worker's Compensation and Disability Benefits Insurance:

<http://www.wcb.state.ny.us/icpocinq/icpocdisclaimer.jsp>

In particular, if an employee of a contractor or subcontractor performs any work (e.g. installing, integration, or maintaining equipment) physically inside New York State, they are required to obtain a NYS Worker's Compensation Policy.

If a contractor/subcontractor performs work inside New York for a cumulative total of 30 days per year, they are required to obtain NYS Disability Benefits Insurance.

LIST OF CONTRACT HOLDERS:

NOTE: See individual contract items to determine actual awardees.

| <u>CONTRACT #</u> | <u>CONTRACTOR & ADDRESS</u> | <u>TELEPHONE #</u> | <u>FED.IDENT.#</u> |
|------------------------------|---|---|---------------------------|
| PT65342 SBE NYS | 275 Technology Solutions d/b/a FJC Technology Solutions 271 Jericho Turnpike Floral Park, NY 11001 | 2/08/2011 – 8/26/2012 | 26-5669900 |
| PT64058 SBE NYS | Adirondack Cabling, Inc. 10 Petra Lane Albany, NY 12205 | 1/04/2008 – 8/26/2015 Supp. Award – 1/26/2011 | 14-1686851 |
| PT65343 | Biometrics4ALL, Inc. 14511 Myford Road, Suite 260 Tustin, CA 92780 | 2/08/2011 – 8/26/2015 | 20-2609462 |
| PT64059 SBE NYS | Day Automation Systems, Inc. 7931 Rae Boulevard Victor NY 14564 | 9/29/2008 – 8/26/2015 Supp. Award – 1/26/2011 | 16-1576146 |
| PT65344 SBE NYS | Digital Surveillance Solutions, Inc. 2727 Broadway Street Buffalo, NY 14227 | 2/08/2011 – 8/26/2015 | 20-0886315 |
| PT64317 SBE NYS | EIA Datacom, Inc. 19 Union Square West New York, NY 10003 | 2/10/2009 – 8/26/2012 Supp. Award – 1/26/2011 | 02-0561875 |
| PT64381 | Henry Brothers Electronics, Inc. 17-01 Pollitt Drive Fair Lawn, NJ 07410 | 5/12/2009– 8/26/2015 Supp. Award – 2/09/2011 | 22-3000080 |
| PT65345 SBE NYS | Hoefler Communications, Inc. 5894 East Seneca Turnpike Jamesville, NY 13078 | 2/08/2011 – 8/26/2015 | 16-1541666 |
| PT63299 | Honeywell International One Executive Centre Drive Albany, NY 12203 | 10/26/2007 – 8/26/2015 Supp. Award – 2/08/2011 | 22-2640650 |
| PT64345 SBE NYS | Intralogic Solutions 504 Hicksville Rd Massapequa, NY 11758 | 2/12/2009 – 8/26/2015 Supp. Award – 1/26/2011 | 20-1681666 |
| PT65346 SBE NYS | JSE Industries, Inc. d/b/a IC25 1555 Brooks Avenue Rochester, NY 14624 | 2/08/2011 – 8/26/2015 | 16-1247495 |
| PT63106 WBE SBE NYS | Linstar, Inc. 430 Lawrence Bell Dr. Buffalo NY 14221 | 8/27/2007 – 8/26/2015 Supp. Award – 9/23/2008 Supp. Award – 1/26/2011 | 16-1559780 |

Award # 20191**Procurement Services Group**

| | | | |
|------------------------------|---|---|------------|
| PT65347 WBE SBE NYS | Mason Technologies, Inc. 33 Ranick Road Hauppauge, NY 11788 | 2/08/2011 – 8/26/2012 | 38-3665918 |
| PT65348 | Open Systems Integrators, Inc.* 207D Woodward Road Manalapan, NJ 07726 | 2/08/2011 – 8/26/2012 | 22-3692843 |
| PT64380 SBE NYS | Protective Management Systems, Inc.** 840 Lincoln Avenue Bohemia, NY 11716 | 3/6/2009– 8/26/2012 Supp. Award – 1/26/2011 | 11-2373565 |
| PT63304 SBE NYS | Total Recall Corp. 17 Washington Ave. Suffern, NY 10901 | 09/12/2007 – 8/26/2012 Supp. Award – 1/26/2011 | 13-3433563 |
| PT65349 | The Stahura-Brenner Group, Inc. 5405 Alton Parkway #5A-359 Irvine, CA 92604 | 2/08/2011 – 8/26/2012 | 33-0234303 |

*Note 1: Open Systems Integrators withdrew the following product lines from its proposal:

1. Bogen
2. Notifier
3. Siemens

INDEX OF AWARDS (LOTS & REGIONS) HOW TO USE CONTRACTS:

Notes:

1. See the PDF Document titled "Pricing Information" for complete contactor contact information.

Please see below a chart of the LOTS and Regions awarded to each contractor for Security Systems and Solutions. Please use the following link to go directly to the pricing information pages. At the beginning of each price list tab is a summary of the products and/or services available.

PLEASE NOTE: products and/or services not listed on a contractor's pricing tab MAY NOT BE awarded to that contractor and MAY NOT BE on contract. Please contact the OGS Contract Administrator listed on Page One of this document for any questions.

<http://www.ogs.state.ny.us/purchase/snt/awardnotes/7720120191Prices.pdf>

| <u>Contractor</u> | Contract # | Lot I | Lot II | Lot III | Lot IV | Lot V |
|--|-------------------|--------------|-----------------|-----------------|-----------------|-----------------|
| 275 Technology Solutions, Inc. | PT65342 | Statewide | | | | |
| Adirondack Cabling, Inc. | PT64058 | | | Regions 3, 4, 6 | | |
| Biometrics4ALL, Inc. | PT65343 | | | Statewide | | |
| Day Automation Systems, Inc. | PT64058 | | | Regions 3-8 | | |
| Digital Surveillance Solutions, Inc. | PT65344 | Regions 1-3 | | Regions 4-9 | | |
| EIA Datacom, Inc. | PT64317 | | | Regions 5-8 | | |
| Henry Brothers Electronics, Inc. | PT64381 | | Regions 5 and 6 |
| Hoefler Communications, Inc. | PT65345 | | | | Regions 5-9 | |
| Honeywell International, Inc. d/b/a Honeywell Building Solutions | PT63299 | | Regions 6 and 9 | | Regions 5-9 | |
| Intrallogic Solutions | PT6434 | | | | | |
| JSE Industries, Inc. d/b/a IC25 | PT65346 | Statewide | Statewide | Statewide | Statewide | Statewide |
| Linstar, Inc. | PT63106 | | | Regions 1-4 | | |
| Mason Technologies, Inc. | PT65347 | | | Regions 1-4 | | |
| Open Systems Integrators, Inc. | PT65348 | | | Statewide | | |
| Protective Management Systems, Inc. | PT64380 | | | Region 1 | | |
| Total Recall Corp. | PT63304 | | | Regions 2 and 3 | | |
| The Stahura-Brenner Group, Inc. | PT65349 | | | | | Statewide |

LIST OF SUBCONTRACTORS:

Please see below the following link to the Pricing and Contract Information Page:

<http://www.ogs.state.ny.us/purchase/snt/awardnotes/7720120191Prices.pdf>

HOW TO USE DAY AUTOMATION SYSTEMS, INC.'s SUBCONTRACTORS:

From time to time, Day Automation Systems is required to use Subcontractors to perform work outside our core business functionality.

Examples of these services include but are not limited to:

1. Electrical Line and low voltage installation services
2. Air Conditioning Installation Service
3. Elevator Control Modifications
4. Door Hardware Implementations

Day Automation Systems will provide these services as parts of the total solution at a total Sub-Contract Cost Plus 25% markup on the Subcontractor invoice.

Day Automation Systems will select from our approved list of subcontractors, (see following page) and if asked, select from the Authorized User's list of approved subcontractors to perform the Installation or specialty work required when providing turnkey solutions.

Under the program set forth above, Day Automation Systems shall be the single point of contact for the Authorized User, providing all required scope of work, supervision and equipment to the subcontractors as required so as to derive a first quality implementation. Also under the program set forth above, Day Automation Systems shall, among other things, develop a scope of work, procure subcontracting services including walkthroughs as necessary, manage project documentation and oversee all aspects of the installation to ensure that all projects are completed in a timely manner. Day Automation Systems shall guarantee the project as required by the contract and shall be the single point of contact for all guarantee issues.

Subcontractors shall provide a single fixed price to Day Automation Systems for their respective scopes of work. The work scope, Subcontractor quotation and Day Automation Systems markup shall be provided to the Authorized User as the documentation that defines the value of that component in the total project. The Authorized User shall provide approval for the scope and cost of the work proposed.

The Subcontractor shall provide certified payroll demonstrating compliance with NYS DOL prevailing wage rate laws for the installation or repair services provided to Day Automation Systems, Inc. Day Automation Systems shall provide the certified payroll to the Authorized User per the terms of the contract.

HOW TO USE HONEYWELL BUILDING SOLUTIONS, INC.'s SUBCONTRACTORS:

As a Security Systems & Solutions provider, Honeywell is often responsible for a complete turnkey solution. Integral to a successful outcome, Honeywell will perform, in conjunction with subcontractors, all aspects of the integration, installation and/or service offering as required by the customer's scope of work. Work would include but is not limited to the following examples:

- Heating, ventilating, air conditioning (HVAC) specialists to install, modify, and/or furnish material for HVAC systems including, but not limited to, building management controls, access, digital video management & access systems, fan control, smoke control, smoke/fire dampers, ductwork, etc. as necessary.
- Mechanical & electrical contractors to install, modify, and/or furnish material for electrical & mechanical systems including, but not limited to, raceway, cabling (fiber), line voltage supply, control wiring, trenching, duct banks, water meters, steam meters, natural gas (utility) meters, variable frequency drives, etc. as necessary.
- General contractor specialists to install, modify, and/or furnish material for structural changes, soffits, painting, patching, etc. as necessary.
- Locksmiths to install, modify, and/or furnish material including, but not limited to, door strikes, door closures, etc. as necessary.
- Providing Split Air Conditioning or localized AC systems to keep equipment running at proper operating temperature.

Honeywell is permitted under the Security Systems & Solutions procurement contract (Group 77201, Contract PT63299) to utilize subcontracting services as defined above. As the single point of contact, Honeywell will work in conjunction with the authorized user to ensure the utilization of qualified subcontractors is of best value, and to ensure the highest quality and best services when providing a turn-key solution. Additionally, Honeywell take have full responsibility of the installation including the warranty provisions as set forth in the contract. Honeywell will offer these services at a fee not to exceed cost plus 25% of the subcontractors invoice. Subcontractors will provide services on a fixed price/lump sum basis, and will be required to meet current prevailing wage mandates for their respective trade.

Honeywell will demonstrate the cost of these services by submitting the original subcontractors' quote to the authorized user for review prior to the commencement of work. In addition, Honeywell will attach a copy of the subcontractors' invoice, with our fee clearly noted, when applying for payment.

This fee includes direct expenses to manage the subcontractor including, but not limited to:

- Developing a scope of work.
- Procuring subcontracting services including walkthrough's as necessary.
- Managing project documents - (time sheets, certified payroll, as-built documentation, etc.)
- Coordinating project activity between trades.
- Ensuring project plans & specifications are met.
- Overseeing all aspects of the installation to ensure projects are completed in a timely manner.

Over the course of providing emergency service, maintenance, repair, inspection, and testing to life safety and integrated systems under the Honeywell Contract PT63299 (NYS Contract), Honeywell will at times utilize the services of a subcontractor or employ technical services to augment it's own. Honeywell will offer these services at a fee not to exceed cost plus 25% of the subcontractors invoice. Subcontractors will provide services on a "fixed price/lump sum" or "Time & Material" basis. The subcontractor will be required to meet current prevailing wage mandates for their respective trade.

1. All LABOR shall be charged as per the Regional rates posted on the current contract.
2. All REPLACEMENT of "ON CONTRACT PARTS" shall be charged as per the current NYS Contract posted rate.

NOTE: DCJS and FBI Certified Specifications

Authorized Users:

OGS incorporated DCJS and FBI Certified Specifications into RFP 20191 (See Section I.3.8, pages 11-18). For any additional information regarding these specifications, Authorized Users should contact the following DCJS employee:

Jerry Nimick.
Phone: 1-800-262-3257
E-Mail: Jerry.Nimick@dcjs.state.ny.us

The telephone number listed above is to the DCJS Customer Contact Center (CCC). Authorized Contract Users can call the CCC and dial by last name to reach Mr. Nimick.

ATTACHMENT 1: REFERENCE FORMS FOR USE BY AUTHORIZED USERS

PROJECT REFERENCES / CLIENT INFORMATION
ONLY REQUIRED IF REQUESTED
REFERENCE FORM
(Submit one form per reference)
BIDDERS INFORMATION

Bidding Company / Contact Person: _____ / _____

Contact Person Telephone Number: _____

PROJECT REFERENCE / CUSTOMER'S INFORMATION

Customer Name _____

Customer Address _____

Contact Person _____

Telephone Number _____

Facsimile Number _____

E-Mail Address _____

Date Range of Service _____ thru _____

Dollar Value of Project / Contract _____

Description of Equipment/Solution provided: _____

ATTACHMENT TWO: 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, 37th Floor
 Corning Tower - Empire State Plaza
 Albany, New York 12242
 * * * *

State of New York Executive Department
Office Of General Services
Procurement Services Group
Corning Tower Building - 38th Floor
Empire State Plaza
Albany, New York 12242
<http://www.ogs.state.ny.us>

SUPPLEMENTAL CONTRACT AWARD NOTIFICATION

Updated April 8, 2011

| | | |
|--------------------------------|---|---|
| Title | : | Group 77201 Security Systems & Solutions (Statewide) Classification Code(s): 32, 43, 46, 92 |
| Award Number | : | <u>20191</u> (Replaces Awards PGB-01057, PGB-19110, PGB-18735, PGB-3711, PGB-4509, 02204, PGB-02360, PGB-02455, PGB-02456, C-4476) |
| Contract Period | : | August 27, 2007 through August 26, 2012 |
| Bid Opening Date | : | September 21, 2010 |
| Date of Issue | : | April 8, 2011 |
| Specification Reference | : | As Incorporated In The RFP |
| Contractor Information | : | Appears on Page 443 of this Award |

Address Inquiries To:

| State Agencies & Vendors | Political Subdivisions & Others |
|---|--|
| Name : Joseph Better Title : Purchasing Officer 1 Phone : 518-474-7101 Fax : 518-486-6867 E-mail : Joseph.better@ogs.state.ny.us | Procurement Services Group Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us |

**The Procurement Services Group values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

SECURITY SYSTEMS AND SOLUTIONS

PR # 20191

Award # 20191
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Award # 20191

SCOPE:

The New York State Office of General Services (OGS), Procurement Services Group (PSG) established comprehensive catalog contracts for Security Systems and Solutions. Contract(s) are for Security Products, Installation, System Integration and Maintenance.

Contract(s) were awarded on the basis of best value to responsive, responsible, and compliant contractors within each LOT. Contracts were awarded both Statewide and by Region. The contracts will be issued for a term of up to five (5) years and may be renewed for an additional five (5) year term. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years.

Maintenance Contract terms (i.e., those terms of the contract related to maintenance) can survive the original contract term or any extensions for a period of 3 years. This is meant to include preventive maintenance, remedial maintenance as well as ongoing moves, additions and changes of equipment and software upgrades to the basic system.

The contracts contain provisions for the addition of new products and emerging technologies. The State reserves the right to make additional awards utilizing the Periodic Recruitment provisions of RFP 20191. This will ensure that there are a variety of contractors represented, and that installation and service requirements are adequately addressed. The State reserves the right to award future contracts to the next best value qualified Bidder in the event of default or cancellation of a previously awarded contract.

These contracts will be for Authorized Users of New York State contracts, which include New York State Agencies and others authorized by law (see NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS section). Accordingly, references to the State and its Agencies as users under these contracts encompass and include other users such as these entities.

ALARM AND SIGNAL SYSTEMS
ALARM SYSTEMS – WIRELESS
BIOMETRIC ACCESS CONTROL
CAMERAS/LENSES
CCTV SYSTEMS
DVR'S
ELECTRONIC ACCESS CONTROL
ELECTRONIC ARTICLE SURVEILLANCE
FIRE PROTECTION/DETECTION/CONTROLS
GEOGRAPHIC POSITIONING SYSTEMS
GUARD TOUR SYSTEMS
ID CARD PRINTERS, READERS, CARDS, BADGES, ACCESSORIES
ID EQUIP. ELECTRONIC CARD ID SYSTEM
ID EQUIPMENT, ELECTRONIC
INTEGRATED SECURITY SYSTEMS
INTRUSION DETECTION/CONTROLS
LOCKING HARDWARE
MONITORING EQUIPMENT
OTHER PHYSICAL SECURITY (LIGHTING/SAFES/ETC.)
OUTDOOR PERIMETER (FENCES/GATES/ETC.)
PORTALS, TURNSTILES, ETC
RECORDING EQUIPMENT
SECURITY MANAGEMENT SOFTWARE
SECURITY OFFICE – PRODUCTS

TRAINING/EDUCATION
 VIDEO/CCTV SYSTEMS & SURVEILLIANCE
 BUILDING AUTOMATION SYSTEMS
 ENERGY MANAGEMENT SYSTEMS
 CLIMATE/TEMPERATURE CONTROL & MONITORING SYSTEMS

LOTS:

Catalog contracts were awarded according to LOTS and Region or Statewide. The RFP has been divided into the following LOTS:

- LOT 1: Product Only
- LOT 2: Product & Maintenance
- LOT 3: Product, Installation, Integration & Maintenance
- LOT 4: Installation Only
- LOT 5: Integration Only [Actions required to join an existing and new system into an integrated application or to connect various components of new applications into a centralized system]

REGIONS:

The RFP covered the following counties in the nine regions listed below:

| Regions | Areas | Counties |
|----------|-------------|--|
| Region 1 | Long Island | Nassau Suffolk |
| Region 2 | New York | Bronx Kings New York Queens Richmond |
| Region 3 | Westchester | Dutchess Putnam Westchester |
| Region 4 | Ulster | Orange Rockland Sullivan Ulster |
| Region 5 | Albany | Albany Columbia Delaware Fulton Greene Montgomery Otsego Rensselaer Schenectady Schoharie |
| Region 6 | Adirondack | Clinton Essex Franklin Hamilton Saratoga Warren |

| | | |
|----------|--------------|--|
| | | Washington |
| Region 7 | Syracuse | Cayuga Herkimer Jefferson Lewis Madison Oneida Onondaga Oswego St. Lawrence |
| Region 8 | Finger Lakes | Broome Chemung Chenango Cortland Livingston Monroe Ontario Schuyler Seneca Steuben Tioga Tompkins Wayne Yates |
| Region 9 | Buffalo | Allegany Cattaraugus Chautauqua Erie Genesee Niagara Orleans Wyoming |

APPENDIX A:

Appendix A, Standard Clauses For New York State Contracts, dated September 2004, attached hereto, is hereby expressly made a part of these Contracts as fully as if set forth at length herein

APPENDIX B:

Appendix B, Office of General Services General Specifications dated June 2006, attached hereto, is hereby expressly made a part of any Contracts awarded or amended (expanded to include new Lots and/pr Regions) on or after September 23, 2008 as fully as if set forth at length herein and shall govern any situations not covered by the following Contracts resulting from RFP 20191, dated 8/27/10 or Appendix A.

RFP 20191:

RFP 20191, Security Systems and Solutions, Issued 8/3/2010, Revised August 27, 2010 attached hereto, is hereby expressly made a part of any Contracts awarded or amended (expanded to include new Lots and/or Regions) on or after September 23, 2008 as fully as if set forth at length

Award # 20191

herein and shall govern any situations not covered by this Contract resulting from Appendix B or Appendix A.

CONFLICT OF TERMS:

Unless otherwise set forth in the procurement or contract documents, conflicts among documents shall be resolved in the following order of precedence:

- a. **Appendix A** (Standard Clauses for NYS Contracts)
- b. **Mini-Bid Project Definition** if applicable and in accordance with the terms and conditions of the Back-Drop Contract.
- c. **Contract and other writing(s)** setting forth the final agreements, clarifications and terms between the Bid Documents and Contractor's Bid. In the latter circumstance, clarifications must specifically note in writing what was offered by the Contractor and what was accepted by the State. If not, such clarifications shall be considered last in the order of precedence under this paragraph.
- d. **Bid Documents** (Other than Appendix A).
 - i. Bid Specifications prepared by the Authorized User.
 - ii. Appendix B (General Specifications).
 - iii. Incorporated Contract Appendices, if any, following the order of precedence as stated for Contract above.
- e. **Contractor's Bid or Mini-Bid Proposal**.
- f. **Unincorporated Appendices** (if any).

PARTICIPATION IN CENTRALIZED CONTRACTS:

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B-1/Appendix B clause 39. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www.ogs.state.ny.us). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

EXTENSION OF USE:

Any contract awarded as a result of RPF 20191 may be extended to additional states or government jurisdictions upon mutual written agreement between New York State (the lead contract State) and the Contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extension.

TERM OF CONTRACT:

The term of the Contract will commence upon approval by the Office of State Comptroller and issuance by the Office of General Services and will continue for a period of up to five (5) years, and may be renewed for five (5) years. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years. The Contractor's authority to sell Security Systems and Solutions shall expire upon the termination of the purchase portion of the Contract as indicated above even though authorized users will be able to have maintenance continue past the contract expiration date.

Maintenance Contract terms (i.e., those terms of the contract related to maintenance) can survive the original contract term or any extensions for a period of 3 years. This is meant to include preventive maintenance, remedial maintenance as well as ongoing moves, additions and changes of equipment and software upgrades to the basic system.

TERMINATION OF CONTRACT:

Please refer to Appendix B-1 Clause 59/ Appendix B Clause 60 for the circumstances permitting Termination for Cause and Termination for Convenience.

STOP WORK ORDER:

The Office of General Services reserves the right to stop the work covered by contract(s) resulting from RFP 20191 at any time that it is deemed the successful Contractor is unable or incapable of performing the work to their satisfaction. In the event of such stoppage, the Office of General Services shall have the right to arrange for the completion of the work in such manner as it may deem advisable and, if the resulting cost exceeds the amount of the bid, the successful Contractor shall be liable to the State of New York for any increase in cost.

CANCELLATION FOR CONVENIENCE:

In addition to rights afforded in Appendix B-1 Clause 59/Appendix B Clause 60, The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

NOTE TO CONTRACTOR:

Cash Discount, If Shown, Should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE

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SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR EQUAL EMPLOYMENT AND BUSINESS PARTICIPATION OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND NEW YORK STATE CERTIFIED MINORITY/WOMEN-OWNED BUSINESSES:

In accordance with Article 15-A of the New York State Executive Law (Participation by Minority Group Members and Women with Respect to State Contracts) and in conformance with the Regulations promulgated by the Minority and Women’s Business Development Division of the New York State Department of Economic Development set forth at 5 NYCRR Parts 140-144, the Offerer/Contractor agrees to be bound by the following to promote equality of economic opportunities for minority group members and women, and the facilitation of minority and women-owned business enterprise participation on all covered OGS contracts.

- a. Equal Employment Opportunity Requirements
By submission of a bid or proposal in response to this solicitation, the Offerer agrees with all of the terms and conditions of Appendix A including Clause 12 – Equal Employment Opportunities for Minorities and Women. The contractor is required to ensure that the provisions of Appendix A clause 12 – Equal Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.
- b. Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses
Authorized Users are encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers on this contract for the provision of services and materials. To locate New York State Certified M/WBEs, the directory of Certified Businesses can be viewed at: http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services Group supports and encourages the purchase of recycled, remanufactured, energy efficient and “energy star” products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

| | |
|----------|---------------------------|
| RS,RP,RA | Recycled |
| RM | Remanufactured |
| SW | Solid Waste Impact |
| EE | Energy Efficient |
| E* | EPA Energy Star |
| ES | Environmentally Sensitive |

EPA ENERGY STAR PROGRAM:

The Federal EPA, in cooperation with manufacturers, continues a program to foster the manufacture of energy efficient equipment. New York State fully supports this effort.

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing all contracts awarded as a result of RFP 20191. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in the case of multiple awards for the same or similar equipment or systems, authorized users should contact multiple contract holders to ensure they receive the best possible prices. Contracts issued as a result of RFP 20191 contain “not to exceed pricing” and authorized users should always seek better pricing when issuing a purchase order. Authorized Users are encouraged to seek quotes from multiple contractors and/or negotiate for better pricing. Authorized Users should always follow their Internal Procurement Guidelines and Best Practices and maintain a detailed Procurement Record.

Authorized users have the responsibility to document their purchasing decisions, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

PURCHASE ORDER PREPARATION:

See “Purchase Orders” in Appendix B-1/Appendix B, item 44 OGS General Specifications.

If there is a discrepancy between the purchase order and what is listed on contract, it is the contractor’s obligation as a condition of payment to clarify and resolve what is to be actually shipped by contacting ordering agency.

CONTRACT PAYMENTS:

Contract payments cannot be processed by New York State agencies and other authorized users until the contract products have been delivered and accepted. Invoices for such payment must contain sufficient data including, but not limited to, New York State’s Contract Number, description of product, quantity, unit and price per unit as well as federal identification number. See “Contract Billings” in Appendix B-1/Appendix, OGS General Specifications.

The Contractor will submit an invoice after Acceptance or, in the case of “drop-ship” Products, after the Authorized User receives all the Products listed on the Purchase Order. If the invoice is issued before either of these actions, it is the Authorized User’s responsibility to write a letter to the Contractor stipulating the requirement for Acceptance or receipt of Product to occur prior to invoicing. This will stop the clock for the application of State Finance Law Article XI-A, item 15.

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After the receipt and/or Acceptance, all necessary Authorized User, OSC, etc. documents must be processed for payment of the invoice.

The voucher or invoice will contain the Contract ID number, the name of the Authorized User; the location where service was performed; and, either in its body or as an attachment will contain a copy of the report itemizing the Product received and/or the work completed during that time period.

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an “electronic payment” option in lieu of issuing checks. Contact OSC to obtain an information packet at 518-474-4032 or e-mail to epunit@osc.state.ny.us or visit their website at www.osc.state.ny.us.

NEW YORK STATE PROCUREMENT CARD:

See “Procurement Card” in Appendix B-1/Appendix B, OGS General Specifications.

The following Contractors will accept the New York State Procurement Card for orders up to \$15,000.00 with no additional discount:

MINIMUM ORDER:

Minimum order shall be \$100.00

Contractor may elect to honor orders for less than the minimum order.

PREVAILING WAGES:

A. “PUBLIC WORKS” AND “BUILDING SERVICES”

Bidders must refer to Appendix B, Clause 17 for a full description of these subjects.

B. PREVAILING WAGE RATE APPLICABLE TO BID SUBMISSIONS NYS DEPT. OF LABOR

PREVAILING WAGE RATE SCHEDULES

ALL PUBLIC WORKS AND BUILDING SERVICE CONTRACTS, REGARDLESS OF DOLLAR VALUE, REQUIRE THE PAYMENT OF PREVAILING WAGES AND SUPPLEMENTS AS ESTABLISHED BY LAW BY THE DEPARTMENT OF LABOR. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in monetary fines or debarment from bidding and awarding of contracts.

NOTE: CONTRACTORS AND SUBCONTRACTORS ARE FURTHER REQUIRED TO POST THE PREVAILING WAGE RATES IN A PROMINENT AND ACCESSIBLE PLACE AT THE WORK SITE. Vendor is solely responsible for confirming subsequent changes to the posted rates and for paying the prevailing rates at all times during the contract term.

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This is a Public Works project. The Bidder must use the labor rates and must adhere to Department of Labor rules and regulations in the payment to employees **Notice: Prevailing Labor Rates from the NYS Department of Labor are available on the web site.**

C. WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM

The wages to be paid under any contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the contract term that apply to the classes of individuals supplied by the contractor on any projects which result from this contract which is subject to the provisions of this article. Contractor is solely liable for and must pay such required prevailing wage adjustments during the contract term as required by law.

D. DAY'S LABOR – DEFINED FOR ARTICLE 8, PUBLIC WORKS (FOR PURPOSES OF ARTICLE 8 OF THE LABOR LAW)

No laborer, workers or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. 'Extraordinary emergency' shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the industrial commissioner for the preservation of the contract site and for the protection of the life and limb of the persons using the contract site.

E. ADJUSTMENTS TO THE PREVAILING WAGE RATE SCHEDULES

On or after the date of adjustments to Prevailing Wage Rates by the NYS Department of Labor, the Contractor shall be granted an increase or decrease in the contract wage rates dependent upon fluctuations in the latest published Prevailing Wage Rates published by the NYS Department of Labor.* The prevailing wage rates are available online at:

<http://wpp.labor.state.ny.us/wpp/doSearchWageSchedulePublic.do?method=doIt&schedule>

*The contractor has the sole responsibility to submit a request for a price adjustment to the Office of General Services on or after the applicable anniversary date (new prevailing wage rate schedule, PRC# 2010006433, issued by Department of Labor) and shall provide a copy of both the original and new wage rate schedules and other supporting documentation necessary to support the increase or decrease. See Contract Update procedures. The State reserves the right to make the appropriate adjustment determined in accordance with the above methodology.

F. ADJUSTMENTS TO LABOR RATES NOT COVERED BY PREVAILING WAGE RATE SCHEDULES

Requests for adjustments to labor rates for titles not covered by prevailing wage rate schedules issued by the Department of Labor (and GSA-based pricing schedules) may be submitted on or after the first anniversary of contract award (and on or after the subsequent anniversaries) utilizing the regular add process. These types of adjustments will be limited to the CPI or 5%, whichever is less.

PRICE SHEETS AND CATALOGS:

Upon request, Contractor(s) shall be required to furnish, without charge, catalog and price lists identical to those accepted with their bid, including any changes (additions, deletions, etc.) pursuant to the contract, to authorized users. Catalogs and price lists provided must reflect all products excluded from the resultant contract either through the omission of those portions or by obvious indications within the catalogs and price lists.

Catalogs and price lists may be furnished in either hard-copy or electronic format. If available in both formats, they shall be furnished in the format preferred by the requesting authorized user. Upon request the contractor shall assist authorized users in the use of catalogs and price lists.

INSTRUCTION MANUAL:

Simultaneous with delivery, the contractor(s) shall furnish to the authorized user a complete instruction manual for the product and for each component supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, schematic and wiring diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

PRICING/LABOR RATES:

All net prices **INCLUDE** all applicable shipping and handling (F.O.B. Destination the dock/delivery location of the Authorized User, refer to Appendix B-1/Appendix B, item 47b Shipping/Receipt of Product and Clause 48 "Title and Risk of Loss"), insurance, customs duties and charges, and associated delivery charges and such charges are included in the discount.

All services rates include travel time and costs incurred for travel to the site. The rates and charges for the Product and for the installation and maintenance of the Product include all travel and costs associated with accessing the installation site.

The "not to exceed" rates for the Contractors are posted on the OGS website. There is a NYS Net Price Sheet for each Contractor and LOT/Region awarded. To view the NYS Net Price Sheets, go to www.ogs.state.ny.us, point on "Procurement Contracting Services," then click on "Contracts", then click on "Search Contracts", and enter the Group Number and Award Number on the front page of the Contract Award Notification into the search fields.

GENERAL MAINTENANCE PROVISIONS:

1. If the State and its Authorized Users elects to purchase any system or piece of equipment provided under any contract awarded as a result of RFP 20191, all required maintenance will be provided under the warranty provisions during the first year **subsequent to Acceptance of the system**. However, if at any time during the first year or any subsequent maintenance period, service is performed on the equipment by anyone other than the Contractor, without the Contractor's consent, or if the equipment is removed from the premises without the Contractor's supervision and consent, then at the option of the Contractor, the maintenance contract may become null and void for those items of equipment affected by the prohibitions. The Contractor shall notify the Authorized User and OGS Procurement Services Group of any such cancellation within 30 business days. PSG reserves the right to review the validity of such cancellation with the Contractor and Authorized User and take appropriate action.

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2. The Contractor shall not be obligated to repair damage caused by fire or other casualty (except that caused by the Contractor), willful or grossly negligent operation or handling of the Equipment by the Authorized User's employees. Trained personnel from the Authorized User may, without the Contractor's prior written consent, make modifications in the Authorized User's database for station moves and changes. Should the Contractor's consent be required, it shall not be unreasonably withheld. The Authorized User shall be responsible for updating of all records associated with their modifications.
3. Following the first year of warranty service, authorized users will have the option to continue maintenance unless the Authorized User, upon notice to the Contractor, discontinues coverage. Maintenance shall be provided for all equipment acquired, including moves, additions, and changes that take place after installation. Maintenance costs must be set forth in the contract holder's NYS Net Pricing Pages. Maintenance contract terms may extend beyond the term of this contract.
4. The State will pay monthly in arrears for any services utilized for maintenance, service, and parts in accordance with the Contractor's established rates. Contract Holders may offer Prepaid Annual Maintenance with a minimum additional 10% or greater discount. The Authorized User has the right not to utilize the monthly maintenance contract and use Time and Materials Rates instead. Rates are to be adjusted monthly in arrears by Contractor for increases and decreases in equipment covered by maintenance.
5. The Authorized User shall not be required to purchase maintenance for use of product, and may discontinue maintenance at the end of any current maintenance term upon 30 days written notice to Contractor prior to the end of the term. In the event that the Authorized User has elected not to purchase monthly maintenance, or the Authorized User has discontinued such purchased maintenance, the Authorized User may acquire maintenance on a T&M basis only, at any time thereafter. The Authorized User may return to a monthly maintenance contract at any time subsequent to a previous discontinuous of maintenance. Authorized users may request a reinstatement of a previously cancelled monthly maintenance contract at any time. Actual reinstatement will occur after contractor's inspection of any equipment covered by said maintenance. Inspection must occur within 30 days of the Authorized Users request.
6. The Contract Holder shall provide per hour rates for maintenance provided during the course of providing equipment or implementing a complete and working system. Maintenance shall include items such as design and engineering, project management, training, acceptance testing, inspection, monitoring, and document generation. Current Contract Holders also offer Time and Material rates for emergency and non-emergency on-site/remote access maintenance during normal business hours, emergency and non-emergency on-site/remote maintenance outside of normal business hours.

REMEDIAL MAINTENANCE

Whether the Authorized User elects to subscribe to monthly maintenance or Time and Materials (T&M), remedial maintenance shall be performed after the Authorized User notifies the Contractor that the equipment is inoperable or unsuitable for operation. The Maintenance Center will be responsible for insuring that service for each request is provided in accordance with the following:

- A. Priority Emergency Service - A "Priority Emergency" is a situation involving a major malfunction of the security products or system service, which is defined as the inability

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of 10% or more of the security products or systems (including, but not limited to: security cameras, fire alarms and the software for the same) to not operate correctly. The Contractor shall respond* in Priority Emergencies within two (2) continuous hours following notification by the Authorized User. Authorized Users reserve the right to require a more stringent definition of a Priority Emergency at time of purchase.

- B. Emergency Service - An "Emergency" is a situation involving a "critical" System failure in the opinion of the Authorized User. The Contractor shall respond* in Emergencies within three (3) continuous business hours after Authorized User notifies Contractor of the emergency.
- C. Non-Emergency Service - A "Non-Emergency" is a situation involving a System failure of a scope less than that described for an Emergency. The Contractor shall respond* in Non-Emergencies within six (6) continuous business hours after Authorized User notifies Contractor of the malfunction.

***"Respond" (for Sec. II.9.4)** shall be when the contract holder commences performing remedial maintenance. "Commence Performing" is when a qualified and prepared technician is actually working on, examining, or in some way servicing the system with a malfunction to attempt to correct the problem. **Scheduling, simply returning a phone call, having an untrained representative/unprepared technician arrive on site, etc. do not constitute meeting the Response Time Requirements.**

The above response limitation includes travel time. Remedial maintenance must be available twenty-four hours per day, seven days per week, including New York State legal holidays. Details of how the supplier will meet this level of responsiveness, and how any exception will be dealt with must be described in the Bidder's proposal in Appendix C.

Contractors must provide a local telephone number for the facility. If a service or maintenance call to the service center would result in the requesting Authorized User incurring toll charges, the Contractor must provide a toll free telephone number (i.e. 800 or 888 number, Collect Call). This excludes local message units. A national toll-free number for service and dispatch of local technicians is acceptable.

If the Contractor does not perform according to the contract, the Authorized User reserves the right to contract with another maintenance company. The difference in cost, if any, between the two will be borne by the Contractor named in this contract. If the Contractor subcontracts any portion of the service, the subcontractor must be approved by OGS.

MAINTENCNE SERVICES FOR PRODUCTS PURCHASED OUTSIDE AWARD 20191:

In addition, maintenance services for systems/equipment not purchased from contracts established for Security Systems and Solutions as a result of RFP 20191 may be purchased from contract holders awarded contracts for LOTS 2 and 3 under the following conditions:

1. Authorized Users are allowed to purchase replacement parts and monthly maintenance for systems/equipment purchased outside of the Award 20191, if the replacement parts and monthly maintenance rates for the systems/equipment are on the Contractor's NYS Net Price sheets. See bullet # 3.

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2. Authorized Users would be allowed to purchase Time and Material maintenance for any products offered by a contractor (requiring a Manufacturer's Guarantee for all products not manufactured by the contractor), even if the specific product is not on the Contractor's NYS Net Price Sheets. See bullet #3.
3. The Contractor would be required to establish maintenance rates at or below the rates listed on their NYS Net Price Sheets and add to the contract prior to sale via the contract update procedures.
4. Contractors are not obligated to provide the Authorized Users maintenance service for systems/equipment not purchased from the NYS Security Systems and Solutions Contracts.
5. The Contractor will inspect the system/equipment to make a determination as to whether or not they wish to provide the Authorized User maintenance. *Any rates for the inspection service will be at or below the hourly or per inspection rates listed on the Contractors' NYS Net Price Sheets.* Contractors may refuse to offer maintenance on previously purchased equipment, *due to age, condition, availability of parts, etc.*
6. The availability of maintenance services for systems/equipment not purchased from contracts for Security Systems and Solutions established as a result of RFP 20191 will end at the same time as the maintenance contracts for systems/equipment purchased under Award 20191. (see Section 1.1 above)

EXAMINATION OF SITES AND SPECIFICATIONS:

At the discretion of the Authorized User and prior to the issuance of the Cost Quote, Contractors **may be required to perform a site visit at the associated installation location** to become familiar with any local condition, which may in any manner affect the work to be done, as well as equipment, materials, labor, or services required. Contractors are required to examine carefully the specifications and to familiarize themselves thoroughly concerning any conditions and requirements that may in any manner affect the work to be performed under the contract. During the site visit, the Authorized User will indicate placement of all equipment. In addition, Contractors should specify if there are any required modifications or additions to the site, which are required to insure proper operation of the equipment. If changes are required, they must be included in the Cost Quote.

No allowances will be made because of lack of knowledge of these conditions. Ignorance of the requirements will not relieve the Contractors of their liability and obligations under the contract. Contractors shall provide drawings of typical equipment room layouts, specifying floor space and electrical outlet requirements for each system, assuming maximum system capacities are ordered.

AUTHORIZED USER COMPLIANCE WITH LEGAL REQUIREMENTS:

Authorized users must comply with the following requirements under New York State Law:

- a. Identification of legal authority for system installation (i.e.: construction work is regulated by statute and not all agencies are authorized to perform such work).
- b. Payment of applicable Department of Labor Prevailing Wage Rates under Article 8 Labor Law.
- c. Compliance with state and local building codes. For each project undertaken, State Agencies must obtain a Construction Permit and an eventual Code Compliance Certificate from a Construction Permitting Agency. In accordance with NYCRR Title 19 Part 448, such agencies are so designated by the Department of State. Authorized Users, other than State Agencies, must obtain Construction Permits and Certificates of Code Compliance from the local building department having jurisdiction.

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- d. Plans and specifications that are certified and stamped by a NYS licensed architect or engineer.
- e. In OGS Buildings, obtain an approval from the appropriate Building Manager.

NYS FIRE ALARM SECURITY SYSTEMS INSTALLER LICENSE:

Section 69-M of the General Business Law and Title 19 NYCRR Reg. 195.2 provide that any person engaging in the business of installing, servicing or maintaining security or fire alarm systems must be licensed to do so.

Additional information regarding these requirements may be obtained from the New York State Department of State at:

<http://www.dos.state.ny.us/lcns/professions/sec-fireinstallers/install1.htm>

Contract holders awarded Lots 2-5 must provide proof of compliance with these requirements with the bid submission.

GENERAL REQUIREMENTS:

The following requirements are applicable for all contracts under award 20191.

- A. Neither drug use of any type, nor consumption of alcoholic beverages by the Contractor or its personnel shall be permitted on the premises.
- B. The Authorized User will not be liable for any expense incurred by the Contractor as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
- C. It is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.
- D. The Contractor shall be completely responsible for their work, including any damages or breakdowns caused by their failure to take appropriate action.
- E. Trained technicians are required to do all servicing. All technicians shall have at least two (2) years' experience on any systems being serviced (all labor).

CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITIES:

Procurement Services Group considers the prime contractor to be the sole contact with regard to all provisions of the contract(s) resulting from RFP 20191, to include payment of all charges resulting from the procurement and installation of the entire equipment and/or software configuration. In the event the contract includes hardware and/or software manufactured by another manufacturer or supplier, the Prime Contractor has assumed full responsibility for delivery, installation, maintenance, and support services for such items offered in the proposal. The Prime Contractor shall ensure that there is no interruption of service during implementation and shall assume responsibility for any related negotiations with local service providers.

SOFTWARE LICENSE AGREEMENTS:

Authorized Users are not permitted to sign, or agree to any Software License Agreement for the purchase, maintenance, installation, or systems integration of software for any contract issued under Group 77201-20191 unless it has been reviewed and/or approved by OGS and/or OSC and posted to the OGS Website. Agreeing to any non-approved Software License Agreement would violate Appendix B-1/Appendix B (Reference Page 6).

REFERENCES:

All contract holders **may be required** to provide references from its customers who have purchased products similar to those represented by on their contracts. References may be commercial or governmental accounts. If requested by the State or Authorized contract users the references shall include:

- a. Name, address, telephone number and fax number for the contact person.
- b. Number of years the bidder has supplied product(s) to the reference.
- c. The yearly sales volume the bidder has had with the reference.

If required, Authorized Users may utilize the forms on Pages 47 and 48 of this document.

NYS WORKER'S COMPENSATION/DISABILITIES BENEFITS INSURANCE REQUIREMENTS:

Please see below the following information regarding the NYS Worker's Compensation and Disability Benefits Insurance Requirements of NYS Law.

Effective September 9, 2007, all out-of-state employers with employees working in NYS are required to carry a full, statutory NYS workers' compensation insurance policy. An employer has a full, statutory NYS workers' compensation insurance policy when New York is listed in Item "3A" on the Information Page of the employer's workers' compensation insurance policy.

Accordingly, if an out-of-state employer is getting a permit, license or contract from a government agency in NYS, then that employer must fulfill requirements effective September, 2007 under Workers' Compensation Law Section 57. Also, every out-of-state employer doing any construction related activity in New York State is required to carry a full, statutory NYS workers' compensation insurance policy.

An out-of-state employer needs a New York State disability benefits insurance policy if the employer employs one or more individuals on each of at least 30 days in a calendar year in New York State.

If an out-of-state employer meets this criterion, the employer is required to carry a New York State disability benefits policy (The employer has four weeks from the completion of the 30th day of work by one or more individuals to obtain the disability benefits policy.) (Independent contractors are not considered to be employees under the Disability Benefits Law.)

The link below can be used for additional information:

http://www.wcb.state.ny.us/content/main/DisabilityBenefits/Employer/outOfStateEmp_DB.jsp
Also, questions regarding coverage requirements may be directed to the WCB Compliance Unit at 1-866-298-7830.

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The links below are to the applicable forms on the NYS Worker's Compensation Board website:

Workers Compensation - <http://www.wcb.state.ny.us/content/onlineforms/obtainC105.jsp>

Disability Benefits - <http://www.wcb.state.ny.us/content/onlineforms/obtainDB120-1.jsp>

Please Note: When issuing Purchase Orders against any of the following NYS Centralized Contracts, Authorized Users should use the following link to verify that the contractor has the required NYS Worker's Compensation and Disability Benefits Insurance:

<http://www.wcb.state.ny.us/icpocinq/icpocdisclaimer.jsp>

In particular, if an employee of a contractor or subcontractor performs any work (e.g. installing, integration, or maintaining equipment) physically inside New York State, they are required to obtain a NYS Worker's Compensation Policy.

If a contractor/subcontractor performs work inside New York for a cumulative total of 30 days per year, they are required to obtain NYS Disability Benefits Insurance.

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LIST OF CONTRACT HOLDERS:

NOTE: See individual contract items to determine actual awardees.

| <u>CONTRACT #</u> | <u>CONTRACTOR & ADDRESS</u> | <u>TELEPHONE #</u> | <u>FED.IDENT.#</u> |
|----------------------------|--|-----------------------|--------------------|
| PT65379 | Access Control Technologies, Inc. 249 Getty Avenue Clifton, NJ 07011 | 4/4/2011 – 8/26/2015 | 223012469 |
| PT65380 SBE - 80 NYS | Building Controls & Services, Inc. 4 Pequet Parkway Tonawanda, NY 14150-2413 | 3/18/2011 – 8/26/2015 | 16-1327384 |
| PT65381 SWBE - 3 NYS | Cedar Path Solutions Group, Inc. 8417 Oswego Rd, No. 146 Baldwinsville, NY 13027 | 3/25/2011 – 8/26/2015 | 20-0361182 |
| PT65383 SBE - 75 NYS | Contemporary Computer Services, Inc. 200 Knickerbocker Road Bohemia, NY 11716 | 3/30/2011 – 8/26/2015 | 11-2339385 |
| PT65384 | Control Technologies, Inc. 101 Fairchild Avenue, Suite 5 Plainview, NY 11803 | 4/04/2011 – 8/26/2015 | 03-0306764 |
| PT65385 SBE - 4 NYS | Electronic Systems Solutions, Inc. 15 Worth St. South Hackensack, NJ 07606 | 3/29/2011 – 8/26/2015 | 22-3477278 |
| PT65386 SBE - 15 NYS | FES Installations, Inc. 6956 Route 20, P.O. Box 127 Madison, NY 13402 | 3/23/2011 – 8/26/2015 | 22-2552055 |
| PT65387 NYS | Fiber Instrument Sales, Inc. 161 Clear Rd. Oriskany, NY 13424 | 3/25/2011 – 8/26/2015 | 16-1340858 |
| PT65388 | Fried Bros., Inc. 467 N 7 Street Philadelphia, PA 19123 | 3/18/2011 – 8/26/2015 | 86-0321802 |
| PT65390 SBE - 4 NYS | Macro Digital Technology Corp. 211-2 Knickerbocker Avenue Bohemia, NY 11716 | 3/18/2011 – 8/26/2015 | 20-2097049 |
| PT65391 SBE - 8 NYS | SafeZone24, LLC. 386 Kingston Ave. Brooklyn, NY, 11225 | 3/18/2011 – 8/26/2015 | 26-1537780 |
| PT65392 SBE - 25 NYS | Security Management Systems, Inc.* 225 Community Drive, Suite 150 Great Neck, NY 11021 | 4/04/2011 – 8/26/2015 | 11-2477627 |
| PT65393 SBE - 14 NYS | Stratagem Security, Inc.* 2 Westchester Plaza Elmsford, NY 10523 | 3/23/2011 – 8/26/2015 | 13-2781197 |
| PT65394 | Touchcom, Inc. 118 West 22 nd St. | 3/18/2011 – 8/26/2015 | 04-3236320 |

Award # 20191

New York, NY 10011

| | | | |
|---------|-----------------------------|-----------------------|------------|
| PT65395 | Unique Comp., Inc.* | 3/31/2011 – 8/26/2015 | 11-3411202 |
| SMWBE - | 27-08 42 nd Road | | |
| NYS | Long Island City, NY 11101 | | |

*Note 1: FES Installations, Inc. withdrew the following product lines from its proposal:

1. Dynapel
2. I3 International
3. VideoIN

*Note 2: Security Management Systems, Inc. withdrew the following product lines from its proposal:

1. 3VR
2. American Fibertek
3. Honeywell Security

*Note 3: Stratagem Security, Inc. withdrew the following product lines from its proposal:

1. Honeywell Security

*Note 4: Unique Comp., Inc. withdrew the following product lines from its proposal:

1. Keyscan

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INDEX OF AWARDS (LOTS & REGIONS) HOW TO USE CONTRACTS:

Notes:

1. See the PDF Document titled "Pricing Information" for complete contactor contact information.

Please see below a chart of the LOTS and Regions awarded to each contractor for Security Systems and Solutions. Please use the following link to go directly to the pricing information pages. At the beginning of each price list tab is a summary of the products and/or services available.

PLEASE NOTE: products and/or services not listed on a contractor's pricing tab MAY NOT BE awarded to that contractor and MAY NOT BE on contract. Please contact the OGS Contract Administrator listed on Page One of this document for any questions.

<http://www.ogs.state.ny.us/purchase/snt/awardnotes/7720120191Prices.pdf>

| Contractor | Contract # | Lot I | Lot II | Lot III | Lot IV | Lot V |
|--------------------------------------|-------------------|--------------|---------------|---------------------|---------------|--------------|
| Access Control Technologies, Inc. | PT65379 | Statewide | | Regions 2-4 | | |
| Building Controls & Services, Inc. | PT65380 | Statewide | Regions 6-9 | Regions 6-9 | Regions 6-9 | Regions 6-9 |
| Cedar Path Solutions Group, Inc. | PT63581 | Statewide | | | | |
| Contemporary Computer Services, Inc. | PT65383 | | | Regions 1-4 | | |
| Control Technologies, Inc. | PT65384 | | | Regions 2, 3 and 6 | | |
| Electronic Systems Solutions, Inc. | PT65385 | Statewide | | | | |
| FES Installations, Inc. | PT65386 | | | Regions 5, 7, and 8 | | |
| Fiber Instrument Sales, Inc. | PT65387 | Statewide | | | | |
| Fried Bros., Inc. | PT65388 | Statewide | | | | |
| Macro Digital Technology Corp. | PT65390 | Statewide | Regions 1-3 | Regions 1-3 | Regions 1-3 | Regions 1-3 |
| Safezone24, LLC. | PT65391 | | | Regions 1-3 | | |
| Security Management Systems, Inc. | PT65392 | Statewide | | Regions 1-5 | | |
| Stratagem Security, Inc. | PT65393 | Regions 1-4 | Regions 1-4 | Regions 1-4 | | |
| Touchcom, Inc. | PT65394 | Statewide | | Regions 1-3 | | |
| Unique Comp, Inc. | PT65395 | | | Regions 1-5 | | |

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LIST OF SUBCONTRACTORS:

Please see below the following link to the Pricing and Contract Information Page:

<http://www.ogs.state.ny.us/purchase/snt/awardnotes/7720120191Prices.pdf>

HOW TO USE BUILDING CONTROLS AND SERVICES, INC.'s SUBCONTRACTORS:

As a provider of turn-key Security Systems and Solutions installations, Building Controls & Services, Inc. may at times utilize subcontractors to provide additional services that may be outside of our core business to meet the customer need. This additional work may require, but not be limited to, the utilization of the following subcontracting services to accommodate the overall design requirements in conjunction with the provision of a turn-key solution:

- Heating, ventilation, air conditioning (HVAC) specialists to install, modify, and /or furnish material for HVAC systems including, but not limited to, building management controls, fan control, smoke control, smoke / fire dampers, ductwork, etc. as necessary.
- General contractor specialists to install, modify, and/or furnish material for structural changes, painting, patching, etc, as necessary.
- Electrical subcontractors to install, modify, and / or furnish material for electrical systems including, but not limited to, raceway, cabling, line voltage supply, control wiring, trenching, etc. as necessary.
- Locksmiths to install, modify, and /or furnish material including, but not limited to, door strikes, door closures, etc. as necessary.
- Cabling specialists to install, modify, and or furnish material including, but not limited to, fiber optic cabling, fiber optic connectors, duct banks, etc. as necessary.

Building Controls & Services, Inc. is permitted under the Security Systems & Solutions procurement contract to utilize subcontracting services as defined above. Building Controls & Services, Inc. will work in conjunction with the authorized user to ensure the utilization of qualified subcontractors who can provide professional quality installation at competitive pricing to meet the project requirements.

In doing so, Building Controls & Services, Inc. will act as the single point of contact for the authorized user and will take full ownership of the installation including the warranty provisions as set forth in the NYS Centralized Contract. will oversee all aspects of the project as it relates to our scope of work including that of the subcontractor's.

Building Controls & Services, Inc. will offer these services at a fee not to exceed cost plus 25% of the subcontractor's invoice. Subcontractors will provide services on a fixed price / lump sum basis, and will be required to meet current prevailing wage mandates for their respective trades.

Building Controls & Services will demonstrate the cost of these services by submitting the original subcontractors' quote to the authorized user for review prior to the commencement of work. In addition, Building Controls & Services will attach a copy of the subcontractors' invoice, with our fee clearly noted, when applying for payment. This fee includes direct expenses to manage the subcontractor including, but not limited to:

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- Developing a scope of work.
- Procuring subcontracting services including walk-through's as necessary.
- Managing project documentation such as time sheets, certified payroll, as-built documents, etc.
- Overseeing all aspects of the installation to ensure projects are completed in a timely manner.
- Ensuring project plans & specifications are met.
- Coordinating project activities between trades.

Award # 20191**HOW TO USE MACRO DIGITAL TECHNOLOGY, INC.'s SUBCONTRACTORS:**

Macro Digital Technology Corp. has always been committed to providing the highest quality, cost effective solutions to its clients. To furnish turnkey solutions the use of our partnering subcontractors can be utilized:

This additional work may require, but not be limited to, the utilization to the following subcontracting services to accommodate the overall design requirements to provide a turnkey solution:

- General Contractor specialists to install, modify, and/or furnish material for structural changes, painting, patching, etc. as necessary.
- Electrical subcontractors to install, modify, and/or furnish materials for electrical systems including, but not limited to raceway, cabling, line voltage supply, control trenching, pole installation, etc. as necessary
- Locksmiths to install, modify, and/or furnish material including, but not limited to, door strikes, door closures, etc. as necessary
- Cabling specialists to install, modify, and/or furnish material including, but not limited, fiber optic cabling, fiber optic connectors, duct banks, etc. as necessary.
- Specialized IT services including but not limited to, network support, design, switch deployment and testing, application programming and analysis.

Macro Digital Technology Corp. will offer these services at a fee not to exceed cost plus 25% of the subcontractor invoice.

Macro Digital will demonstrate the cost of these services by submitting the original subcontractor's quote to the authorized user for review prior to the commencement of work. In Addition, Macro Digital will attach a copy of the subcontractor's invoice with our fee clearly noted, when applying for payment. This fee includes direct expenses to manage the subcontractor including, but not limited to

- Developing a Scope of Work
- Procuring subcontractors' quotes to the authorized user for review prior to the commencement of work
- Managing project documents such as time sheets, certified payrolls, as-built documents, etc.
- Coordinating project activities between trades
- Ensuring project plans & specifications are met
- Overseeing all aspects of the installation to ensure projects are completed in a timely manner.
- Inspection of work performed to ensure the project meets Macro Digital's and the client's approval.

Macro Digital will take full ownership of the project and will be the single point of contact for the client. All subcontractors have a minimum of two years experience in their specialty.

Award # 20191**HOW TO USE SECURITY MANAGEMENT SYSTEMS, INC.'s
SUBCONTRACTORS:**

Security Management Systems is a physical security solutions provider of turn-key Integrated Security System Installations & Services. In addition to our professional full time staff, SMS utilizes licensed subcontractors who are used for installation and other services related to our installations.

These additional services include, but are not limited to the following subcontracting services:

- Electrical contractors to install electrical equipment and material for electrical systems including, but not limited to, line voltage supply, fiber optic cabling, network cabling, control wiring, trenching, exterior lighting , perimeter fences & barriers, UPS's, etc.
- Communications cabling contractors to install network infrastructure.
- Locksmiths to install and/or retro-fit electrified and mechanical locking mechanism and door hardware.

Security Management Systems will offer these services at the subcontractor's cost plus a fee not to exceed 20%. A copy of the subcontractor's proposal will be submitted prior to the commencement of work. All subcontractor work will be based on a firm, fixed price.

The original subcontractor's quote will be provided prior to the commencement. In Addition, Security Management Systems, Inc. will attach a copy of the subcontractor's invoice with our fee clearly noted, when applying for payment. This fee includes the direct expenses necessary to manage the subcontractor including but not limited to:

- Development of the scope of work
- Procurement of subcontractor services
- Management of all project documentation and contract processes including: submittals, progress billing, work quality, shop drawings, as-built drawings, certified payroll etc.
- Coordination between project trades.
- Inspection and testing of completed work.

Security Management Systems will take full ownership and responsibility for all work performed by its subcontractors, and will be responsible for any warranty work that may be required.

All replacement of "On Contract Parts" shall be charged as per current NYS Contract posted rate.

UNIQUE COMP, INC. NOTE TO AUTHORIZED USERS:

Section 69-M of the General Business Law and Title 19 NYCRR Reg. 195.2 provide that any person engaging in the business of installing, servicing or maintaining security or fire alarm systems must be licensed to do so.

Unique Comp., Inc. does not hold an NYS Fire Alarm Security Systems Installer's License and must have licensed subcontractors perform ALL HANDS-ON (physical) labor (installation, systems integration, and maintenance) on contract.

Unique Comp., Inc. is prohibited from performing any HANDS-ON (physical) actions with regards to installing, integrating, or maintaining Fire Alarm and Security Systems. Any hands-on (physical) actions involving installing, integrating, or maintaining a Fire Alarm or Security System by a prime contract holder will be grounds for contract suspension.

Prime contract holders can only provide verbal consulting/supervising for any contract activity. It is the responsibility of the authorized user to ensure the compliance of the prime contract holder with this requirement when performing work on contract.

Please see below the following link to the NYSDOS website for additional information regarding the NYS Fire Alarm Security Systems Installer License required per Sec. 69-M of the General Business Law Title 19 NYCRR Reg. 195.2:

<http://www.dos.state.ny.us/lcns/lawbooks/security.html>

Please also see attached the List of Approved Subcontractors in the Pricing Information Tab for "Unique Comp., Inc." in the link titled "Subcontractor List."

Award # 20191**NOTE: DCJS and FBI Certified Specifications**

Authorized Users:

OGS incorporated DCJS and FBI Certified Specifications into RFP 20191 (See Section I.3.8, pages 11-18). For any additional information regarding these specifications, Authorized Users should contact the following DCJS employee:

Jerry Nimick.

Phone: 1-800-262-3257

E-Mail: Jerry.Nimick@dcjs.state.ny.us

The telephone number listed above is to the DCJS Customer Contact Center (CCC). Authorized Contract Users can call the CCC and dial by last name to reach Mr. Nimick.

Award # 20191

ATTACHMENT 1: REFERENCE FORMS FOR USE BY AUTHORIZED USERS

PROJECT REFERENCES / CLIENT INFORMATION
ONLY REQUIRED IF REQUESTED
REFERENCE FORM
(Submit one form per reference)
BIDDERS INFORMATION

Bidding Company / Contact Person: _____ / _____

Contact Person Telephone Number: _____

PROJECT REFERENCE / CUSTOMER'S INFORMATION

Customer Name _____

Customer Address _____

Contact Person _____

Telephone Number _____

Facsimile Number _____

E-Mail Address _____

Date Range of Service _____ thru _____

Dollar Value of Project / Contract _____

Description of Equipment/Solution provided: _____

ATTACHMENT 2: 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, 37th Floor
 Corning Tower - Empire State Plaza
 Albany, New York 12242
 * * * *

(continued)

**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.state.ny.us>**

SUPPLEMENTAL CONTRACT AWARD NOTIFICATION

| | |
|--------------------------------|---|
| Title | : Group 77201 Security Systems & Solutions (Statewide) |
| | Classification Code(s): 32, 43, 46, 92 |
| Award Number | : <u>20191</u> (Replaces Awards PGB-01057, PGB-19110, PGB-18735, PGB-3711, PGB-4509, 02204, PGB-02360, PGB-02455, PGB-02456, C-4476) |
| Contract Period | : August 27, 2007 through August 26, 2012 |
| Bid Opening Date | : September 21, 2010 |
| Date of Issue | : May 16, 2011 |
| Specification Reference | : As Incorporated In The |
| Contractor Information | : Appears on Page 2 of this Award |

Address Inquiries To:

| State Agencies & Vendors | Political Subdivisions & Others |
|--|---|
| Name : Joseph Better Title : Purchasing Officer 1 Phone : 518-474-7101 Fax : 518-486-6867 E-mail : Joseph.better@ogs.ny.gov | Procurement Services Group Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.ny.gov |

**The Procurement Services Group values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

SECURITY SYSTEMS AND SOLUTIONS

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SCOPE:

The New York State Office of General Services (OGS), Procurement Services Group (PSG) established comprehensive catalog contracts for Security Systems and Solutions. Contract(s) are for Security Products, Installation, System Integration and Maintenance.

Contract(s) were awarded on the basis of best value to responsive, responsible, and compliant contractors within each LOT. Contracts were awarded both Statewide and by Region. The contracts will be issued for a term of up to five (5) years and may be renewed for an additional five (5) year term. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years.

Maintenance Contract terms (i.e., those terms of the contract related to maintenance) can survive the original contract term or any extensions for a period of 3 years. This is meant to include preventive maintenance, remedial maintenance as well as ongoing moves, additions and changes of equipment and software upgrades to the basic system.

The contracts contain provisions for the addition of new products and emerging technologies. The State reserves the right to make additional awards utilizing the Periodic Recruitment provisions of RFP 20191. This will ensure that there are a variety of contractors represented, and that installation and service requirements are adequately addressed. The State reserves the right to award future contracts to the next best value qualified Bidder in the event of default or cancellation of a previously awarded contract.

These contracts will be for Authorized Users of New York State contracts, which include New York State Agencies and others authorized by law (see NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS section). Accordingly, references to the State and its Agencies as users under these contracts encompass and include other users such as these entities.

ALARM AND SIGNAL SYSTEMS
ALARM SYSTEMS – WIRELESS
BIOMETRIC ACCESS CONTROL
CAMERAS/LENSES
CCTV SYSTEMS
DVR'S
ELECTRONIC ACCESS CONTROL
ELECTRONIC ARTICLE SURVEILLANCE
FIRE PROTECTION/DETECTION/CONTROLS
GEOGRAPHIC POSITIONING SYSTEMS
GUARD TOUR SYSTEMS
ID CARD PRINTERS, READERS, CARDS, BADGES, ACCESSORIES
ID EQUIP. ELECTRONIC CARD ID SYSTEM
ID EQUIPMENT, ELECTRONIC
INTEGRATED SECURITY SYSTEMS
INTRUSION DETECTION/CONTROLS
LOCKING HARDWARE
MONITORING EQUIPMENT
OTHER PHYSICAL SECURITY (LIGHTING/SAFES/ETC.)
OUTDOOR PERIMETER (FENCES/GATES/ETC.)
PORTALS, TURNSTILES, ETC
RECORDING EQUIPMENT
SECURITY MANAGEMENT SOFTWARE
SECURITY OFFICE – PRODUCTS

TRAINING/EDUCATION
 VIDEO/CCTV SYSTEMS & SURVEILLANCE
 BUILDING AUTOMATION SYSTEMS
 ENERGY MANAGEMENT SYSTEMS
 CLIMATE/TEMPERATURE CONTROL & MONITORING SYSTEMS

LOTS:

Catalog contracts were awarded according to LOTS and Region or Statewide. The RFP has been divided into the following LOTS:

- LOT 1: Product Only
- LOT 2: Product & Maintenance
- LOT 3: Product, Installation, Integration & Maintenance
- LOT 4: Installation Only
- LOT 5: Integration Only [Actions required to join an existing and new system into an integrated application or to connect various components of new applications into a centralized system]

REGIONS:

The RFP covered the following counties in the nine regions listed below:

| Regions | Areas | Counties |
|----------|-------------|--|
| Region 1 | Long Island | Nassau Suffolk |
| Region 2 | New York | Bronx Kings New York Queens Richmond |
| Region 3 | Westchester | Dutchess Putnam Westchester |
| Region 4 | Ulster | Orange Rockland Sullivan Ulster |
| Region 5 | Albany | Albany Columbia Delaware Fulton Greene Montgomery Otsego Rensselaer Schenectady Schoharie |
| Region 6 | Adirondack | Clinton Essex Franklin Hamilton Saratoga Warren |

| | | |
|----------|--------------|--|
| | | Washington |
| Region 7 | Syracuse | Cayuga Herkimer Jefferson Lewis Madison Oneida Onondaga Oswego St. Lawrence |
| Region 8 | Finger Lakes | Broome Chemung Chenango Cortland Livingston Monroe Ontario Schuyler Seneca Steuben Tioga Tompkins Wayne Yates |
| Region 9 | Buffalo | Allegany Cattaraugus Chautauqua Erie Genesee Niagara Orleans Wyoming |

APPENDIX A:

Appendix A, Standard Clauses For New York State Contracts, dated September 2004, attached hereto, is hereby expressly made a part of these Contracts as fully as if set forth at length herein

APPENDIX B:

Appendix B, Office of General Services General Specifications dated June 2006, attached hereto, is hereby expressly made a part of any Contracts awarded or amended (expanded to include new Lots and/pr Regions) on or after September 23, 2008 as fully as if set forth at length herein and shall govern any situations not covered by the following Contracts resulting from RFP 20191, dated 8/27/10 or Appendix A.

RFP 20191:

RFP 20191, Security Systems and Solutions, Issued 8/3/2010, Revised August 27, 2010 attached hereto, is hereby expressly made a part of any Contracts awarded or amended (expanded to include new Lots and/or Regions) on or after September 23, 2008 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.

CONFLICT OF TERMS:

Unless otherwise set forth in the procurement or contract documents, conflicts among documents shall be resolved in the following order of precedence:

- a. **Appendix A** (Standard Clauses for NYS Contracts)
- b. **Mini-Bid Project Definition** if applicable and in accordance with the terms and conditions of the Back-Drop Contract.
- c. **Contract and other writing(s)** setting forth the final agreements, clarifications and terms between the Bid Documents and Contractor's Bid. In the latter circumstance, clarifications must specifically note in writing what was offered by the Contractor and what was accepted by the State. If not, such clarifications shall be considered last in the order of precedence under this paragraph.
- d. **Bid Documents** (Other than Appendix A).
 - i. Bid Specifications prepared by the Authorized User.
 - ii. Appendix B (General Specifications).
 - iii. Incorporated Contract Appendices, if any, following the order of precedence as stated for Contract above.
- e. **Contractor's Bid or Mini-Bid Proposal**.
- f. **Unincorporated Appendices** (if any).

PARTICIPATION IN CENTRALIZED CONTRACTS:

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B-1/Appendix B clause 39. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www.ogs.state.ny.us). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

EXTENSION OF USE:

Any contract awarded as a result of RPF 20191 may be extended to additional states or government jurisdictions upon mutual written agreement between New York State (the lead contract State) and the Contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extension.

TERM OF CONTRACT:

The term of the Contract will commence upon approval by the Office of State Comptroller and issuance by the Office of General Services and will continue for a period of up to five (5) years, and may be extended for five (5) years. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years. The Contractor's authority to sell Security Systems and Solutions shall expire upon the termination of the purchase portion of the Contract as indicated above even though authorized users will be able to have maintenance continue past the contract expiration date.

Maintenance Contract terms (i.e., those terms of the contract related to maintenance) can survive the original contract term or any extensions for a period of 3 years. This is meant to include preventive maintenance, remedial maintenance as well as ongoing moves, additions and changes of equipment and software upgrades to the basic system.

TERMINATION OF CONTRACT:

Please refer to Appendix B-1 Clause 59/ Appendix B Clause 60 for the circumstances permitting Termination for Cause and Termination for Convenience.

STOP WORK ORDER:

The Office of General Services reserves the right to stop the work covered by contract(s) resulting from RFP 20191 at any time that it is deemed the successful Contractor is unable or incapable of performing the work to their satisfaction. In the event of such stoppage, the Office of General Services shall have the right to arrange for the completion of the work in such manner as it may deem advisable and, if the resulting cost exceeds the amount of the bid, the successful Contractor shall be liable to the State of New York for any increase in cost.

CANCELLATION FOR CONVENIENCE:

In addition to rights afforded in Appendix B-1 Clause 59/Appendix B Clause 60, The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

NOTE TO CONTRACTOR:

Cash Discount, If Shown, Should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE

SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR EQUAL EMPLOYMENT AND BUSINESS PARTICIPATION OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND NEW YORK STATE CERTIFIED MINORITY/WOMEN-OWNED BUSINESSES:

In accordance with Article 15-A of the New York State Executive Law (Participation by Minority Group Members and Women with Respect to State Contracts) and in conformance with the Regulations promulgated by the Minority and Women’s Business Development Division of the New York State Department of Economic Development set forth at 5 NYCRR Parts 140-144, the Offerer/Contractor agrees to be bound by the following to promote equality of economic opportunities for minority group members and women, and the facilitation of minority and women-owned business enterprise participation on all covered OGS contracts.

- a. **Equal Employment Opportunity Requirements**
By submission of a bid or proposal in response to this solicitation, the Offerer agrees with all of the terms and conditions of Appendix A including Clause 12 – Equal Employment Opportunities for Minorities and Women. The contractor is required to ensure that the provisions of Appendix A clause 12 – Equal Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.
- b. **Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses**
Authorized Users are encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers on this contract for the provision of services and materials. To locate New York State Certified M/WBEs, the directory of Certified Businesses can be viewed at: http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services Group supports and encourages the purchase of recycled, remanufactured, energy efficient and “energy star” products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

| | |
|----------|---------------------------|
| RS,RP,RA | Recycled |
| RM | Remanufactured |
| SW | Solid Waste Impact |
| EE | Energy Efficient |
| E* | EPA Energy Star |
| ES | Environmentally Sensitive |

EPA ENERGY STAR PROGRAM:

The Federal EPA, in cooperation with manufacturers, continues a program to foster the manufacture of energy efficient equipment. New York State fully supports this effort.

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing all contracts awarded as a result of RFP 20191. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in the case of multiple awards for the same or similar equipment or systems, authorized users should contact multiple contract holders to ensure they receive the best possible prices. Contracts issued as a result of RFP 20191 contain “not to exceed pricing” and authorized users should always seek better pricing when issuing a purchase order. Authorized Users are encouraged to seek quotes from multiple contractors and/or negotiate for better pricing. Authorized Users should always follow their Internal Procurement Guidelines and Best Practices and maintain a detailed Procurement Record.

Authorized users have the responsibility to document their purchasing decisions, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

PURCHASE ORDER PREPARATION:

See “Purchase Orders” in Appendix B-1/Appendix B, item 44 OGS General Specifications.

If there is a discrepancy between the purchase order and what is listed on contract, it is the contractor’s obligation as a condition of payment to clarify and resolve what is to be actually shipped by contacting ordering agency.

CONTRACT PAYMENTS:

Contract payments cannot be processed by New York State agencies and other authorized users until the contract products have been delivered and accepted. Invoices for such payment must contain sufficient data including, but not limited to, New York State’s Contract Number, description of product, quantity, unit and price per unit as well as federal identification number. See “Contract Billings” in Appendix B-1/Appendix, OGS General Specifications.

The Contractor will submit an invoice after Acceptance or, in the case of “drop-ship” Products, after the Authorized User receives all the Products listed on the Purchase Order. If the invoice is issued before either of these actions, it is the Authorized User’s responsibility to write a letter to the Contractor stipulating the requirement for Acceptance or receipt of Product to occur prior to invoicing. This will stop the clock for the application of State Finance Law Article XI-A, item 15.

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After the receipt and/or Acceptance, all necessary Authorized User, OSC, etc. documents must be processed for payment of the invoice.

The voucher or invoice will contain the Contract ID number, the name of the Authorized User; the location where service was performed; and, either in its body or as an attachment will contain a copy of the report itemizing the Product received and/or the work completed during that time period.

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an “electronic payment” option in lieu of issuing checks. Contact OSC to obtain an information packet at 518-474-4032 or e-mail to epunit@osc.state.ny.us or visit their website at www.osc.state.ny.us.

NEW YORK STATE PROCUREMENT CARD:

See “Procurement Card” in Appendix B-1/Appendix B, OGS General Specifications.

The following Contractors will accept the New York State Procurement Card for orders up to \$15,000.00 with no additional discount:

MINIMUM ORDER:

Minimum order shall be \$100.00

Contractor may elect to honor orders for less than the minimum order.

PREVAILING WAGES:

A. “PUBLIC WORKS” AND “BUILDING SERVICES”

Bidders must refer to Appendix B, Clause 17 for a full description of these subjects.

B. PREVAILING WAGE RATE APPLICABLE TO BID SUBMISSIONS NYS DEPT. OF LABOR

PREVAILING WAGE RATE SCHEDULES

ALL PUBLIC WORKS AND BUILDING SERVICE CONTRACTS, REGARDLESS OF DOLLAR VALUE, REQUIRE THE PAYMENT OF PREVAILING WAGES AND SUPPLEMENTS AS ESTABLISHED BY LAW BY THE DEPARTMENT OF LABOR. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in monetary fines or debarment from bidding and awarding of contracts.

NOTE: CONTRACTORS AND SUBCONTRACTORS ARE FURTHER REQUIRED TO POST THE PREVAILING WAGE RATES IN A PROMINENT AND ACCESSIBLE PLACE AT THE WORK SITE. Vendor is solely responsible for confirming subsequent changes to the posted rates and for paying the prevailing rates at all times during the contract term.

This is a Public Works project. The Bidder must use the labor rates and must adhere to Department of Labor rules and regulations in the payment to employees **Notice: Prevailing Labor Rates from the NYS Department of Labor are available on the web site.**

C. WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM

The wages to be paid under any contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the contract term that apply to the classes of individuals supplied by the contractor on any projects which result from this contract which is subject to the provisions of this article. Contractor is solely liable for and must pay such required prevailing wage adjustments during the contract term as required by law.

D. DAY'S LABOR – DEFINED FOR ARTICLE 8, PUBLIC WORKS (FOR PURPOSES OF ARTICLE 8 OF THE LABOR LAW)

No laborer, workers or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. 'Extraordinary emergency' shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the industrial commissioner for the preservation of the contract site and for the protection of the life and limb of the persons using the contract site.

E. ADJUSTMENTS TO THE PREVAILING WAGE RATE SCHEDULES

On or after the date of adjustments to Prevailing Wage Rates by the NYS Department of Labor, the Contractor shall be granted an increase or decrease in the contract wage rates dependent upon fluctuations in the latest published Prevailing Wage Rates published by the NYS Department of Labor.* The prevailing wage rates are available online at:

<http://wpp.labor.state.ny.us/wpp/doSearchWageSchedulePublic.do?method=doIt&schedule>

*The contractor has the sole responsibility to submit a request for a price adjustment to the Office of General Services on or after the applicable anniversary date (new prevailing wage rate schedule, PRC# 2008002488, issued by Department of Labor) and shall provide a copy of both the original and new wage rate schedules and other supporting documentation necessary to support the increase or decrease. See Contract Update procedures. The State reserves the right to make the appropriate adjustment determined in accordance with the above methodology.

F. ADJUSTMENTS TO LABOR RATES NOT COVERED BY PREVAILING WAGE RATE SCHEDULES

Requests for adjustments to labor rates for titles not covered by prevailing wage rate schedules issued by the Department of Labor (and GSA-based pricing schedules) may be submitted on or after the first anniversary of contract award (and on or after the subsequent anniversaries) utilizing the regular add process. These types of adjustments will be limited to the CPI or 5%, whichever is less.

PRICE SHEETS AND CATALOGS:

Upon request, Contractor(s) shall be required to furnish, without charge, catalog and price lists identical to those accepted with their bid, including any changes (additions, deletions, etc.) pursuant to the contract, to authorized users. Catalogs and price lists provided must reflect all products excluded from the resultant contract either through the omission of those portions or by obvious indications within the catalogs and price lists.

Catalogs and price lists may be furnished in either hard-copy or electronic format. If available in both formats, they shall be furnished in the format preferred by the requesting authorized user. Upon request the contractor shall assist authorized users in the use of catalogs and price lists.

INSTRUCTION MANUAL:

Simultaneous with delivery, the contractor(s) shall furnish to the authorized user a complete instruction manual for the product and for each component supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, schematic and wiring diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

PRICING/LABOR RATES:

All net prices **INCLUDE** all applicable shipping and handling (F.O.B. Destination the dock/delivery location of the Authorized User, refer to Appendix B-1/Appendix B, item 47b Shipping/Receipt of Product and Clause 48 "Title and Risk of Loss"), insurance, customs duties and charges, and associated delivery charges and such charges are included in the discount.

All services rates include travel time and costs incurred for travel to the site. The rates and charges for the Product and for the installation and maintenance of the Product include all travel and costs associated with accessing the installation site.

The "not to exceed" rates for the Contractors are posted on the OGS website. There is a NYS Net Price Sheet for each Contractor and LOT/Region awarded. To view the NYS Net Price Sheets, go to www.ogs.state.ny.us, point on "Procurement Contracting Services," then click on "Contracts", then click on "Search Contracts", and enter the Group Number and Award Number on the front page of the Contract Award Notification into the search fields.

GENERAL MAINTENANCE PROVISIONS:

1. If the State and its Authorized Users elects to purchase any system or piece of equipment provided under any contract awarded as a result of RFP 20191, all required maintenance will be provided under the warranty provisions during the first year **subsequent to Acceptance of the system**. However, if at any time during the first year or any subsequent maintenance period, service is performed on the equipment by anyone other than the Contractor, without the Contractor's consent, or if the equipment is removed from the premises without the Contractor's supervision and consent, then at the option of the Contractor, the maintenance contract may become null and void for those items of equipment affected by the prohibitions. The Contractor shall notify the Authorized User and OGS Procurement Services Group of any such cancellation within 30 business days. PSG reserves the right to review the validity of such cancellation with the Contractor and Authorized User and take appropriate action.

2. The Contractor shall not be obligated to repair damage caused by fire or other casualty (except that caused by the Contractor), willful or grossly negligent operation or handling of the Equipment by the Authorized User's employees. Trained personnel from the Authorized User may, without the Contractor's prior written consent, make modifications in the Authorized User's database for station moves and changes. Should the Contractor's consent be required, it shall not be unreasonably withheld. The Authorized User shall be responsible for updating of all records associated with their modifications.
3. Following the first year of warranty service, authorized users will have the option to continue maintenance unless the Authorized User, upon notice to the Contractor, discontinues coverage. Maintenance shall be provided for all equipment acquired, including moves, additions, and changes that take place after installation. Maintenance costs must be set forth in the contract holder's NYS Net Pricing Pages. Maintenance contract terms may extend beyond the term of this contract.
4. The State will pay monthly in arrears for any services utilized for maintenance, service, and parts in accordance with the Contractor's established rates. Contract Holders may offer Prepaid Annual Maintenance with a minimum additional 10% or greater discount. The Authorized User has the right not to utilize the monthly maintenance contract and use Time and Materials Rates instead. Rates are to be adjusted monthly in arrears by Contractor for increases and decreases in equipment covered by maintenance.
5. The Authorized User shall not be required to purchase maintenance for use of product, and may discontinue maintenance at the end of any current maintenance term upon 30 days written notice to Contractor prior to the end of the term. In the event that the Authorized User has elected not to purchase monthly maintenance, or the Authorized User has discontinued such purchased maintenance, the Authorized User may acquire maintenance on a T&M basis only, at any time thereafter. The Authorized User may return to a monthly maintenance contract at any time subsequent to a previous discontinuous of maintenance. Authorized users may request a reinstatement of a previously cancelled monthly maintenance contract at any time. Actual reinstatement will occur after contractor's inspection of any equipment covered by said maintenance. Inspection must occur within 30 days of the Authorized Users request.
6. The Contract Holder shall provide per hour rates for maintenance provided during the course of providing equipment or implementing a complete and working system. Maintenance shall include items such as design and engineering, project management, training, acceptance testing, inspection, monitoring, and document generation. Current Contract Holders also offer Time and Material rates for emergency and non-emergency on-site/remote access maintenance during normal business hours, emergency and non-emergency on-site/remote maintenance outside of normal business hours.

REMEDIAL MAINTENANCE

Whether the Authorized User elects to subscribe to monthly maintenance or Time and Materials (T&M), remedial maintenance shall be performed after the Authorized User notifies the Contractor that the equipment is inoperable or unsuitable for operation. The Maintenance Center will be responsible for insuring that service for each request is provided in accordance with the following:

- A. Priority Emergency Service - A "Priority Emergency" is a situation involving a major malfunction of the security products or system service, which is defined as the inability

of 10% or more of the security products or systems (including, but not limited to: security cameras, fire alarms and the software for the same) to not operate correctly. The Contractor shall respond* in Priority Emergencies within two (2) continuous hours following notification by the Authorized User. Authorized Users reserve the right to require a more stringent definition of a Priority Emergency at time of purchase.

- B. Emergency Service - An "Emergency" is a situation involving a "critical" System failure in the opinion of the Authorized User. The Contractor shall respond* in Emergencies within three (3) continuous business hours after Authorized User notifies Contractor of the emergency.
- C. Non-Emergency Service - A "Non-Emergency" is a situation involving a System failure of a scope less than that described for an Emergency. The Contractor shall respond* in Non-Emergencies within six (6) continuous business hours after Authorized User notifies Contractor of the malfunction.

***"Respond" (for Sec. II.9.4)** shall be when the contract holder commences performing remedial maintenance. "Commence Performing" is when a qualified and prepared technician is actually working on, examining, or in some way servicing the system with a malfunction to attempt to correct the problem. **Scheduling, simply returning a phone call, having an untrained representative/unprepared technician arrive on site, etc. do not constitute meeting the Response Time Requirements.**

The above response limitation includes travel time. Remedial maintenance must be available twenty-four hours per day, seven days per week, including New York State legal holidays. Details of how the supplier will meet this level of responsiveness, and how any exception will be dealt with must be described in the Bidder's proposal in Appendix C.

Contractors must provide a local telephone number for the facility. If a service or maintenance call to the service center would result in the requesting Authorized User incurring toll charges, the Contractor must provide a toll free telephone number (i.e. 800 or 888 number, Collect Call). This excludes local message units. A national toll-free number for service and dispatch of local technicians is acceptable.

If the Contractor does not perform according to the contract, the Authorized User reserves the right to contract with another maintenance company. The difference in cost, if any, between the two will be borne by the Contractor named in this contract. If the Contractor subcontracts any portion of the service, the subcontractor must be approved by OGS.

MAINTENANCE SERVICES FOR PRODUCTS PURCHASED OUTSIDE AWARD 20191:

In addition, maintenance services for systems/equipment not purchased from contracts established for Security Systems and Solutions as a result of RFP 20191 may be purchased from contract holders awarded contracts for LOTS 2 and 3 under the following conditions:

1. Authorized Users are allowed to purchase replacement parts and monthly maintenance for systems/equipment purchased outside of the Award 20191, if the replacement parts and monthly maintenance rates for the systems/equipment are on the Contractor's NYS Net Price sheets. See bullet # 3.

2. Authorized Users would be allowed to purchase Time and Material maintenance for any products offered by a contractor (requiring a Manufacturer's Guarantee for all products not manufactured by the contractor), even if the specific product is not on the Contractor's NYS Net Price Sheets. See bullet #3.
3. The Contractor would be required to establish maintenance rates at or below the rates listed on their NYS Net Price Sheets and add to the contract prior to sale via the contract update procedures.
4. Contractors are not obligated to provide the Authorized Users maintenance service for systems/equipment not purchased from the NYS Security Systems and Solutions Contracts.
5. The Contractor will inspect the system/equipment to make a determination as to whether or not they wish to provide the Authorized User maintenance. *Any rates for the inspection service will be at or below the hourly or per inspection rates listed on the Contractors' NYS Net Price Sheets.* Contractors may refuse to offer maintenance on previously purchased equipment, *due to age, condition, availability of parts, etc.*
6. The availability of maintenance services for systems/equipment not purchased from contracts for Security Systems and Solutions established as a result of RFP 20191 will end at the same time as the maintenance contracts for systems/equipment purchased under Award 20191. (see Section 1.1 above)

EXAMINATION OF SITES AND SPECIFICATIONS:

At the discretion of the Authorized User and prior to the issuance of the Cost Quote, Contractors **may be required to perform a site visit at the associated installation location** to become familiar with any local condition, which may in any manner affect the work to be done, as well as equipment, materials, labor, or services required. Contractors are required to examine carefully the specifications and to familiarize themselves thoroughly concerning any conditions and requirements that may in any manner affect the work to be performed under the contract. During the site visit, the Authorized User will indicate placement of all equipment. In addition, Contractors should specify if there are any required modifications or additions to the site, which are required to insure proper operation of the equipment. If changes are required, they must be included in the Cost Quote.

No allowances will be made because of lack of knowledge of these conditions. Ignorance of the requirements will not relieve the Contractors of their liability and obligations under the contract. Contractors shall provide drawings of typical equipment room layouts, specifying floor space and electrical outlet requirements for each system, assuming maximum system capacities are ordered.

AUTHORIZED USER COMPLIANCE WITH LEGAL REQUIREMENTS:

Authorized users must comply with the following requirements under New York State Law:

- a. Identification of legal authority for system installation (i.e.: construction work is regulated by statute and not all agencies are authorized to perform such work).
- b. Payment of applicable Department of Labor Prevailing Wage Rates under Article 8 Labor Law.
- c. Compliance with state and local building codes. For each project undertaken, State Agencies must obtain a Construction Permit and an eventual Code Compliance Certificate from a Construction Permitting Agency. In accordance with NYCRR Title 19 Part 448, such agencies are so designated by the Department of State. Authorized Users, other than State Agencies, must obtain Construction Permits and Certificates of Code Compliance from the local building department having jurisdiction.

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- d. Plans and specifications that are certified and stamped by a NYS licensed architect or engineer.
- e. In OGS Buildings, obtain an approval from the appropriate Building Manager.

NYS FIRE ALARM SECURITY SYSTEMS INSTALLER LICENSE:

Section 69-M of the General Business Law and Title 19 NYCRR Reg. 195.2 provide that any person engaging in the business of installing, servicing or maintaining security or fire alarm systems must be licensed to do so.

Additional information regarding these requirements may be obtained from the New York State Department of State at:

<http://www.dos.state.ny.us/lcns/professions/sec-fireinstallers/install1.htm>

Contract holders awarded Lots 2-5 must provide proof of compliance with these requirements with the bid submission.

GENERAL REQUIREMENTS:

The following requirements are applicable for all contracts under award 20191.

- A. Neither drug use of any type, nor consumption of alcoholic beverages by the Contractor or its personnel shall be permitted on the premises.
- B. The Authorized User will not be liable for any expense incurred by the Contractor as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
- C. It is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.
- D. The Contractor shall be completely responsible for their work, including any damages or breakdowns caused by their failure to take appropriate action.
- E. Trained technicians are required to do all servicing. All technicians shall have at least two (2) years' experience on any systems being serviced (all labor).

CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITIES:

Procurement Services Group considers the prime contractor to be the sole contact with regard to all provisions of the contract(s) resulting from RFP 20191, to include payment of all charges resulting from the procurement and installation of the entire equipment and/or software configuration. In the event the contract includes hardware and/or software manufactured by another manufacturer or supplier, the Prime Contractor has assumed full responsibility for delivery, installation, maintenance, and support services for such items offered in the proposal. The Prime Contractor shall ensure that there is no interruption of service during implementation and shall assume responsibility for any related negotiations with local service providers.

SOFTWARE LICENSE AGREEMENTS:

Authorized Users are not permitted to sign, or agree to any Software License Agreement for the purchase, maintenance, installation, or systems integration of software for any contract issued under Group 77201-20191 unless it has been reviewed and/or approved by OGS and/or OSC and posted to the OGS Website. Agreeing to any non-approved Software License Agreement would violate Appendix B-1/Appendix B (Reference Page 6).

REFERENCES:

All contract holders **may be required** to provide references from its customers who have purchased products similar to those represented by on their contracts. References may be commercial or governmental accounts. If requested by the State or Authorized contract users the references shall include:

- a. Name, address, telephone number and fax number for the contact person.
- b. Number of years the bidder has supplied product(s) to the reference.
- c. The yearly sales volume the bidder has had with the reference.

If required, Authorized Users may utilize the forms on Pages 47 and 48 of this document.

NYS WORKER'S COMPENSATION/DISABILITIES BENEFITS INSURANCE REQUIREMENTS:

Please see below the following information regarding the NYS Worker's Compensation and Disability Benefits Insurance Requirements of NYS Law.

Effective September 9, 2007, all out-of-state employers with employees working in NYS are required to carry a full, statutory NYS workers' compensation insurance policy. An employer has a full, statutory NYS workers' compensation insurance policy when New York is listed in Item "3A" on the Information Page of the employer's workers' compensation insurance policy.

Accordingly, if an out-of-state employer is getting a permit, license or contract from a government agency in NYS, then that employer must fulfill requirements effective September, 2007 under Workers' Compensation Law Section 57. Also, every out-of-state employer doing any construction related activity in New York State is required to carry a full, statutory NYS workers' compensation insurance policy.

An out-of-state employer needs a New York State disability benefits insurance policy if the employer employs one or more individuals on each of at least 30 days in a calendar year in New York State.

If an out-of-state employer meets this criterion, the employer is required to carry a New York State disability benefits policy (The employer has four weeks from the completion of the 30th day of work by one or more individuals to obtain the disability benefits policy.) (Independent contractors are not considered to be employees under the Disability Benefits Law.)

The link below can be used for additional information:

http://www.wcb.state.ny.us/content/main/DisabilityBenefits/Employer/outOfStateEmp_DB.jsp
Also, questions regarding coverage requirements may be directed to the WCB Compliance Unit at 1-866-298-7830.

The links below are to the applicable forms on the NYS Worker's Compensation Board website:

Workers Compensation - <http://www.wcb.state.ny.us/content/onlineforms/obtainC105.jsp>

Disability Benefits - <http://www.wcb.state.ny.us/content/onlineforms/obtainDB120-1.jsp>

Please Note: When issuing Purchase Orders against any of the following NYS Centralized Contracts, Authorized Users should use the following link to verify that the contractor has the required NYS Worker's Compensation and Disability Benefits Insurance:

<http://www.wcb.state.ny.us/icpocinq/icpocdisclaimer.jsp>

In particular, if an employee of a contractor or subcontractor performs any work (e.g. installing, integration, or maintaining equipment) physically inside New York State, they are required to obtain a NYS Worker's Compensation Policy.

If a contractor/subcontractor performs work inside New York for a cumulative total of 30 days per year, they are required to obtain NYS Disability Benefits Insurance.

LIST OF CONTRACT HOLDERS:

NOTE: See individual contract items to determine actual awardees.

| <u>CONTRACT #</u> | <u>CONTRACTOR & ADDRESS</u> | <u>TELEPHONE #</u> | <u>FED.IDENT.#</u> |
|----------------------------|--|-----------------------|--------------------|
| PT65382 SBE - 18 NYS | Centennial Security Integration, Inc. 50-01 25 th Ave, Suite 108 Woodside, NY 11377 Queens County | 5/12/2011 – 8/26/2015 | 20-1607563 |
| PT65434 SBE - 45 NYS | Commercial Instruments & Alarm Systems, Inc. d/b/a CIA Security 2 Summit Ct., Suite 306 Fishkill, NY 12524 Dutchess County | 5/10/2011 – 8/26/2015 | 14-1632315 |
| PT65435 SBE - 12 NYS | Computerized Inventory Concepts, Inc. d/b/a/ Integrated Systems 7588 Main Street-Fishers Victor, NY 14564 Ontario County | 5/09/2011 – 8/26/2015 | 16-1206834 |
| PT65436 | Custom Computer Specialists, Inc. 70 Suffolk Court Hauppauge, NY 11788 Suffolk County | 4/28/2011 – 8/26/2015 | 11-2497640 |
| PT65389 SBE - 60 NYS | ICAS (Interface Cable Assemblies & Services) Corp. 42-19 23 rd Avenue Long Island City, NY 11105 Queens County | 5/06/2011 – 8/26/2012 | 11-2590354 |
| PT65440 | IVS, Inc. d/b/a AngelTrax 9540 W US Hwy 84, Ste 2 Newton, AL 36352 Houston County | 5/05/2011 – 8/26/2012 | 04-3699455 |

INDEX OF AWARDS (LOTS & REGIONS) HOW TO USE CONTRACTS:

Notes:

1. See the PDF Document titled “Pricing Information” for complete contactor contact information.

Please see below a chart of the LOTS and Regions awarded to each contractor for Security Systems and Solutions. Please use the following link to go directly to the pricing information pages. At the beginning of each price list tab is a summary of the products and/or services available.

PLEASE NOTE: products and/or services not listed on a contractor’s pricing tab MAY NOT BE awarded to that contractor and MAY NOT BE on contract. Please contact the OGS Contract Administrator listed on Page One of this document for any questions.

<http://www.ogs.state.ny.us/purchase/snt/awardnotes/7720120191Prices.pdf>

| Contractor | Contract # | Lot I | Lot II | Lot III | Lot IV | Lot V |
|---|-------------------|--------------|---------------|-----------------|---------------|--------------|
| Centennial Security Integrators, Inc. | PT65382 | Statewide | Regions 1-4 | Regions 1-4 | Regions 1-4 | Regions 1-4 |
| Commercial Instruments & Alarm Systems, Inc. d/b/a CIA Security | PT65434 | | | Regions 3 and 4 | | |
| Computerized Inventory Concepts, Inc. d/b/a Integrated Systems | PT65435 | | | Statewide | | |
| Custom Computer Specialists, Inc. | PT65436 | | | Regions 1-3 | | |
| ICAS (Interface Cable Assemblies & Services) Corp. | PT65389 | | | | Regions 1-5 | Regions 1-5 |
| IVS, Inc. d/b/a Angeltrax | PT65440 | Statewide | | | | |

LIST OF SUBCONTRACTORS:

Please see below the following link to the Pricing and Contract Information Page:

<http://www.ogs.state.ny.us/purchase/snt/awardnotes/7720120191Prices.pdf>

COMPUTERIZED INVENTORY CONCEPTS, INC. NOTE TO AUTHORIZED USERS:

Section 69-M of the General Business Law and Title 19 NYCRR Reg. 195.2 provide that any person engaging in the business of installing, servicing or maintaining security or fire alarm systems must be licensed to do so.

Computerized Inventory Concepts Inc. d/b/a Integrated Systems does not hold an NYS Fire Alarm Security Systems Installer's License and must have licensed subcontractors perform ALL HANDS-ON (physical) labor (installation, systems integration, and maintenance) on contract.

Computerized Inventory Concepts Inc. d/b/a Integrated Systems is prohibited from performing any HANDS-ON (physical) actions with regards to installing, integrating, or maintaining Fire Alarm and Security Systems. Any hands-on (physical) actions involving installing, integrating, or maintaining a Fire Alarm or Security System by a prime contract holder will be grounds for contract suspension.

Prime contract holders can only provide verbal consulting/supervising for any contract activity. It is the responsibility of the authorized user to ensure the compliance of the prime contract holder with this requirement when performing work on contract.

Please see below the following link to the NYSDOS website for additional information regarding the NYS Fire Alarm Security Systems Installer License required per Sec. 69-M of the General Business Law Title 19 NYCRR Reg. 195.2:

<http://www.dos.state.ny.us/lcns/lawbooks/security.html>

Please also see attached the List of Approved Subcontractors in the Pricing Information Tab for "Computerized Inventory Concepts Inc. d/b/a Integrated Systems" in the link titled "Subcontractor List."

CUSTOM COMPUTER SPECIALISTS, INC. NOTE TO AUTHORIZED USERS:

Section 69-M of the General Business Law and Title 19 NYCRR Reg. 195.2 provide that any person engaging in the business of installing, servicing or maintaining security or fire alarm systems must be licensed to do so.

Custom Computer Specialists, Inc. does not hold an NYS Fire Alarm Security Systems Installer's License and must have licensed subcontractors perform ALL HANDS-ON (physical) labor (installation, systems integration, and maintenance) on contract.

Custom Computer Specialists, Inc. is prohibited from performing any HANDS-ON (physical) actions with regards to installing, integrating, or maintaining Fire Alarm and Security Systems. Any hands-on (physical) actions involving installing, integrating, or maintaining a Fire Alarm or Security System by a prime contract holder will be grounds for contract suspension.

Prime contract holders can only provide verbal consulting/supervising for any contract activity. It is the responsibility of the authorized user to ensure the compliance of the prime contract holder with this requirement when performing work on contract.

Please see below the following link to the NYSDOS website for additional information regarding the NYS Fire Alarm Security Systems Installer License required per Sec. 69-M of the General Business Law Title 19 NYCRR Reg. 195.2:

<http://www.dos.state.ny.us/lcns/lawbooks/security.html>

Please also see attached the List of Approved Subcontractors in the Pricing Information Tab for "Customer Computer Specialists, Inc." in the link titled "Subcontractor List."

NOTE: DCJS and FBI Certified Specifications

Authorized Users:

OGS incorporated DCJS and FBI Certified Specifications into RFP 20191 (See Section I.3.8, pages 11-18). For any additional information regarding these specifications, Authorized Users should contact the following DCJS employee:

Jerry Nimick.

Phone: 1-800-262-3257

E-Mail: Jerry.Nimick@dcjs.state.ny.us

The telephone number listed above is to the DCJS Customer Contact Center (CCC). Authorized Contract Users can call the CCC and dial by last name to reach Mr. Nimick.

ATTACHMENT 1: REFERENCE FORMS FOR USE BY AUTHORIZED USERS

PROJECT REFERENCES / CLIENT INFORMATION
ONLY REQUIRED IF REQUESTED
REFERENCE FORM
(Submit one form per reference)
BIDDERS INFORMATION

Bidding Company / Contact Person: _____ / _____

Contact Person Telephone Number: _____

PROJECT REFERENCE / CUSTOMER'S INFORMATION

Customer Name _____

Customer Address _____

Contact Person _____

Telephone Number _____

Facsimile Number _____

E-Mail Address _____

Date Range of Service _____ thru _____

Dollar Value of Project / Contract _____

Description of Equipment/Solution provided: _____

ATTACHMENT 2: 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.

Table with 5 columns: Criteria, Excellent, Good, Acceptable, Unacceptable. Rows include Product meets your needs, Product meets contract specifications, Pricing.

CONTRACTOR

Table with 5 columns: Criteria, Excellent, Good, Acceptable, Unacceptable. Rows include Timeliness of delivery, Completeness of order (fill rate), Responsiveness to inquiries, Employee courtesy, Problem resolution.

Comments:

(over)

Agency: Prepared by:

Address: Title:

Date:

Phone:

E-mail:

Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:

OGS PROCUREMENT SERVICES GROUP
Customer Services, 37th Floor
Corning Tower - Empire State Plaza
Albany, New York 12242
* * * *

(continued)

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>

SUPPLEMENTAL CONTRACT AWARD NOTIFICATION

| | |
|--------------------------------|---|
| Title | : Group 77201 Security Systems & Solutions (Statewide) Classification Code(s): 32, 43, 46, 92 |
| Award Number | : <u>20191</u> (Replaces Awards PGB-01057, PGB-19110, PGB-18735, PGB-3711, PGB-4509, 02204, PGB-02360, PGB-02455, PGB-02456, C-4476) |
| Contract Period | : August 27, 2007 through August 26, 2012 |
| Bid Opening Date | : September 21, 2010 |
| Date of Issue | : August 26, 2011 |
| Specification Reference | : As Incorporated In The |
| Contractor Information | : Appears on Page 2 of this Award |

Address Inquiries To:

| State Agencies & Vendors | Political Subdivisions & Others |
|---|--|
| Name : Joseph Better Title : Purchasing Officer 1 Phone : 518-474-7101 Fax : 518-486-6867 E-mail : Joseph.better@ogs.ny.gov | Procurement Services Group Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.ny.gov |

**The Procurement Services Group values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

SECURITY SYSTEMS AND SOLUTIONS

PR # 20191

Award # 20191

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SCOPE:

The New York State Office of General Services (OGS), Procurement Services Group (PSG) established comprehensive catalog contracts for Security Systems and Solutions. Contract(s) are for Security Products, Installation, System Integration and Maintenance.

Contract(s) were awarded on the basis of best value to responsive, responsible, and compliant contractors within each LOT. Contracts were awarded both Statewide and by Region. The contracts will be issued for a term of up to five (5) years and may be renewed for an additional five (5) year term. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years.

Maintenance Contract terms (i.e., those terms of the contract related to maintenance) can survive the original contract term or any extensions for a period of 3 years. This is meant to include preventive maintenance, remedial maintenance as well as ongoing moves, additions and changes of equipment and software upgrades to the basic system.

The contracts contain provisions for the addition of new products and emerging technologies. The State reserves the right to make additional awards utilizing the Periodic Recruitment provisions of RFP 20191. This will ensure that there are a variety of contractors represented, and that installation and service requirements are adequately addressed. The State reserves the right to award future contracts to the next best value qualified Bidder in the event of default or cancellation of a previously awarded contract.

These contracts will be for Authorized Users of New York State contracts, which include New York State Agencies and others authorized by law (see NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS section). Accordingly, references to the State and its Agencies as users under these contracts encompass and include other users such as these entities.

ALARM AND SIGNAL SYSTEMS
ALARM SYSTEMS – WIRELESS
BIOMETRIC ACCESS CONTROL
CAMERAS/LENSES
CCTV SYSTEMS
DVR'S
ELECTRONIC ACCESS CONTROL
ELECTRONIC ARTICLE SURVEILLANCE
FIRE PROTECTION/DETECTION/CONTROLS
GEOGRAPHIC POSITIONING SYSTEMS
GUARD TOUR SYSTEMS
ID CARD PRINTERS, READERS, CARDS, BADGES, ACCESSORIES
ID EQUIP. ELECTRONIC CARD ID SYSTEM
ID EQUIPMENT, ELECTRONIC
INTEGRATED SECURITY SYSTEMS
INTRUSION DETECTION/CONTROLS
LOCKING HARDWARE
MONITORING EQUIPMENT
OTHER PHYSICAL SECURITY (LIGHTING/SAFES/ETC.)
OUTDOOR PERIMETER (FENCES/GATES/ETC.)
PORTALS, TURNSTILES, ETC
RECORDING EQUIPMENT
SECURITY MANAGEMENT SOFTWARE
SECURITY OFFICE – PRODUCTS

TRAINING/EDUCATION
VIDEO/CCTV SYSTEMS & SURVEILLANCE
BUILDING AUTOMATION SYSTEMS
ENERGY MANAGEMENT SYSTEMS
CLIMATE/TEMPERATURE CONTROL & MONITORING SYSTEMS

LOTS:

Catalog contracts were awarded according to LOTS and Region or Statewide. The RFP has been divided into the following LOTS:

- LOT 1: Product Only
- LOT 2: Product & Maintenance
- LOT 3: Product, Installation, Integration & Maintenance
- LOT 4: Installation Only
- LOT 5: Integration Only [Actions required to join an existing and new system into an integrated application or to connect various components of new applications into a centralized system]

REGIONS:

The RFP covered the following counties in the nine regions listed below:

| Regions | Areas | Counties |
|----------------|--------------|--|
| Region 1 | Long Island | Nassau Suffolk |
| Region 2 | New York | Bronx Kings New York Queens Richmond |
| Region 3 | Westchester | Dutchess Putnam Westchester |
| Region 4 | Ulster | Orange Rockland Sullivan Ulster |
| Region 5 | Albany | Albany Columbia Delaware Fulton Greene Montgomery Otsego Rensselaer Schenectady Schoharie |
| Region 6 | Adirondack | Clinton Essex Franklin Hamilton Saratoga Warren |

Award # 20191

| | | |
|----------|--------------|--|
| | | Washington |
| Region 7 | Syracuse | Cayuga Herkimer Jefferson Lewis Madison Oneida Onondaga Oswego St. Lawrence |
| Region 8 | Finger Lakes | Broome Chemung Chenango Cortland Livingston Monroe Ontario Schuyler Seneca Steuben Tioga Tompkins Wayne Yates |
| Region 9 | Buffalo | Allegany Cattaraugus Chautauqua Erie Genesee Niagara Orleans Wyoming |

APPENDIX A:

Appendix A, Standard Clauses For New York State Contracts, dated September 2004, attached hereto, is hereby expressly made a part of these Contracts as fully as if set forth at length herein

APPENDIX B:

Appendix B, Office of General Services General Specifications dated June 2006, attached hereto, is hereby expressly made a part of any Contracts awarded or amended (expanded to include new Lots and/pr Regions) on or after September 23, 2008 as fully as if set forth at length herein and shall govern any situations not covered by the following Contracts resulting from RFP 20191, dated 8/27/10 or Appendix A.

RFP 20191:

RFP 20191, Security Systems and Solutions, Issued 8/3/2010, Revised August 27, 2010 attached hereto, is hereby expressly made a part of any Contracts awarded or amended (expanded to include new Lots and/or Regions) on or after September 23, 2008 as fully as if set forth at length

Award # 20191

herein and shall govern any situations not covered by this Contract resulting from Appendix B or Appendix A.

CONFLICT OF TERMS:

Unless otherwise set forth in the procurement or contract documents, conflicts among documents shall be resolved in the following order of precedence:

- a. **Appendix A** (Standard Clauses for NYS Contracts)
- b. **Mini-Bid Project Definition** if applicable and in accordance with the terms and conditions of the Back-Drop Contract.
- c. **Contract and other writing(s)** setting forth the final agreements, clarifications and terms between the Bid Documents and Contractor's Bid. In the latter circumstance, clarifications must specifically note in writing what was offered by the Contractor and what was accepted by the State. If not, such clarifications shall be considered last in the order of precedence under this paragraph.
- d. **Bid Documents** (Other than Appendix A).
 - i. Bid Specifications prepared by the Authorized User.
 - ii. Appendix B (General Specifications).
 - iii. Incorporated Contract Appendices, if any, following the order of precedence as stated for Contract above.
- e. **Contractor's Bid or Mini-Bid Proposal**.
- f. **Unincorporated Appendices** (if any).

PARTICIPATION IN CENTRALIZED CONTRACTS:

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B-1/Appendix B clause 39. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www.ogs.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 awarded as a result of RPF 20191 may be extended to additional states or government jurisdictions upon mutual written agreement between New York State (the lead contract State) and the Contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extension.

TERM OF CONTRACT:

The term of the Contract will commence upon approval by the Office of State Comptroller and issuance by the Office of General Services and will continue for a period of up to five (5) years, and may be extended for five (5) years. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years. The Contractor's authority to sell Security Systems and Solutions shall expire upon the termination of the purchase portion of the Contract as indicated above even though authorized users will be able to have maintenance continue past the contract expiration date.

Maintenance Contract terms (i.e., those terms of the contract related to maintenance) can survive the original contract term or any extensions for a period of 3 years. This is meant to include preventive maintenance, remedial maintenance as well as ongoing moves, additions and changes of equipment and software upgrades to the basic system.

TERMINATION OF CONTRACT:

Please refer to Appendix B-1 Clause 59/ Appendix B Clause 60 for the circumstances permitting Termination for Cause and Termination for Convenience.

STOP WORK ORDER:

The Office of General Services reserves the right to stop the work covered by contract(s) resulting from RFP 20191 at any time that it is deemed the successful Contractor is unable or incapable of performing the work to their satisfaction. In the event of such stoppage, the Office of General Services shall have the right to arrange for the completion of the work in such manner as it may deem advisable and, if the resulting cost exceeds the amount of the bid, the successful Contractor shall be liable to the State of New York for any increase in cost.

CANCELLATION FOR CONVENIENCE:

In addition to rights afforded in Appendix B-1 Clause 59/Appendix B Clause 60, The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

NOTE TO CONTRACTOR:

Cash Discount, If Shown, Should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE

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SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR EQUAL EMPLOYMENT AND BUSINESS PARTICIPATION OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND NEW YORK STATE CERTIFIED MINORITY/WOMEN-OWNED BUSINESSES:

In accordance with Article 15-A of the New York State Executive Law (Participation by Minority Group Members and Women with Respect to State Contracts) and in conformance with the Regulations promulgated by the Minority and Women's Business Development Division of the New York State Department of Economic Development set forth at 5 NYCRR Parts 140-144, the Offerer/Contractor agrees to be bound by the following to promote equality of economic opportunities for minority group members and women, and the facilitation of minority and women-owned business enterprise participation on all covered OGS contracts.

a. Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Offerer agrees with all of the terms and conditions of Appendix A including Clause 12 – Equal Employment Opportunities for Minorities and Women. The contractor is required to ensure that the provisions of Appendix A clause 12 – Equal Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.

b. Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses

Authorized Users are encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers on this contract for the provision of services and materials. To locate New York State Certified M/WBEs, the directory of Certified Businesses can be viewed at: http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services Group supports and encourages the purchase of recycled, remanufactured, energy efficient and “energy star” products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

| | |
|----------|---------------------------|
| RS,RP,RA | Recycled |
| RM | Remanufactured |
| SW | Solid Waste Impact |
| EE | Energy Efficient |
| E* | EPA Energy Star |
| ES | Environmentally Sensitive |

EPA ENERGY STAR PROGRAM:

The Federal EPA, in cooperation with manufacturers, continues a program to foster the manufacture of energy efficient equipment. New York State fully supports this effort.

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing all contracts awarded as a result of RFP 20191. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in the case of multiple awards for the same or similar equipment or systems, authorized users should contact multiple contract holders to ensure they receive the best possible prices. Contracts issued as a result of RFP 20191 contain “not to exceed pricing” and authorized users should always seek better pricing when issuing a purchase order. Authorized Users are encouraged to seek quotes from multiple contractors and/or negotiate for better pricing. Authorized Users should always follow their Internal Procurement Guidelines and Best Practices and maintain a detailed Procurement Record.

Authorized users have the responsibility to document their purchasing decisions, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

PURCHASE ORDER PREPARATION:

See “Purchase Orders” in Appendix B-1/Appendix B, item 44 OGS General Specifications.

If there is a discrepancy between the purchase order and what is listed on contract, it is the contractor’s obligation as a condition of payment to clarify and resolve what is to be actually shipped by contacting ordering agency.

CONTRACT PAYMENTS:

Contract payments cannot be processed by New York State agencies and other authorized users until the contract products have been delivered and accepted. Invoices for such payment must contain sufficient data including, but not limited to, New York State’s Contract Number, description of product, quantity, unit and price per unit as well as federal identification number. See “Contract Billings” in Appendix B-1/Appendix, OGS General Specifications.

The Contractor will submit an invoice after Acceptance or, in the case of “drop-ship” Products, after the Authorized User receives all the Products listed on the Purchase Order. If the invoice is issued before either of these actions, it is the Authorized User’s responsibility to write a letter to the Contractor stipulating the requirement for Acceptance or receipt of Product to occur prior to invoicing. This will stop the clock for the application of State Finance Law Article XI-A, item 15.

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After the receipt and/or Acceptance, all necessary Authorized User, OSC, etc. documents must be processed for payment of the invoice.

The voucher or invoice will contain the Contract ID number, the name of the Authorized User; the location where service was performed; and, either in its body or as an attachment will contain a copy of the report itemizing the Product received and/or the work completed during that time period.

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an “electronic payment” option in lieu of issuing checks. Contact OSC to obtain an information packet at 518-474-4032 or e-mail to epunit@osc.state.ny.us or visit their website at www.osc.state.ny.us.

NEW YORK STATE PROCUREMENT CARD:

See “Procurement Card” in Appendix B-1/Appendix B, OGS General Specifications.

The following Contractors will accept the New York State Procurement Card for orders up to \$15,000.00 with no additional discount:

MINIMUM ORDER:

Minimum order shall be \$100.00

Contractor may elect to honor orders for less than the minimum order.

PREVAILING WAGES:**A. “PUBLIC WORKS” AND “BUILDING SERVICES”**

Bidders must refer to Appendix B, Clause 17 for a full description of these subjects.

B. PREVAILING WAGE RATE APPLICABLE TO BID SUBMISSIONS NYS DEPT. OF LABOR**PREVAILING WAGE RATE SCHEDULES**

ALL PUBLIC WORKS AND BUILDING SERVICE CONTRACTS, REGARDLESS OF DOLLAR VALUE, REQUIRE THE PAYMENT OF PREVAILING WAGES AND SUPPLEMENTS AS ESTABLISHED BY LAW BY THE DEPARTMENT OF LABOR. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in monetary fines or debarment from bidding and awarding of contracts.

NOTE: CONTRACTORS AND SUBCONTRACTORS ARE FURTHER REQUIRED TO POST THE PREVAILING WAGE RATES IN A PROMINENT AND ACCESSIBLE PLACE AT THE WORK SITE. Vendor is solely responsible for confirming subsequent changes to the posted rates and for paying the prevailing rates at all times during the contract term.

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This is a Public Works project. The Bidder must use the labor rates and must adhere to Department of Labor rules and regulations in the payment to employees **Notice: Prevailing Labor Rates from the NYS Department of Labor are available on the web site.**

C. WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM

The wages to be paid under any contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the contract term that apply to the classes of individuals supplied by the contractor on any projects which result from this contract which is subject to the provisions of this article. Contractor is solely liable for and must pay such required prevailing wage adjustments during the contract term as required by law.

D. DAY'S LABOR – DEFINED FOR ARTICLE 8, PUBLIC WORKS (FOR PURPOSES OF ARTICLE 8 OF THE LABOR LAW)

No laborer, workers or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. 'Extraordinary emergency' shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the industrial commissioner for the preservation of the contract site and for the protection of the life and limb of the persons using the contract site.

E. ADJUSTMENTS TO THE PREVAILING WAGE RATE SCHEDULES

On or after the date of adjustments to Prevailing Wage Rates by the NYS Department of Labor, the Contractor shall be granted an increase or decrease in the contract wage rates dependent upon fluctuations in the latest published Prevailing Wage Rates published by the NYS Department of Labor.* The prevailing wage rates are available online at:

<http://wpp.labor.state.ny.us/wpp/doSearchWageSchedulePublic.do?method=doIt&schedule>

*The contractor has the sole responsibility to submit a request for a price adjustment to the Office of General Services on or after the applicable anniversary date (new prevailing wage rate schedule, PRC# 2008002488, issued by Department of Labor) and shall provide a copy of both the original and new wage rate schedules and other supporting documentation necessary to support the increase or decrease. See Contract Update procedures. The State reserves the right to make the appropriate adjustment determined in accordance with the above methodology.

F. ADJUSTMENTS TO LABOR RATES NOT COVERED BY PREVAILING WAGE RATE SCHEDULES

Requests for adjustments to labor rates for titles not covered by prevailing wage rate schedules issued by the Department of Labor (and GSA-based pricing schedules) may be submitted on or after the first anniversary of contract award (and on or after the subsequent anniversaries) utilizing the regular add process. These types of adjustments will be limited to the CPI or 5%, whichever is less.

PRICE SHEETS AND CATALOGS:

Upon request, Contractor(s) shall be required to furnish, without charge, catalog and price lists identical to those accepted with their bid, including any changes (additions, deletions, etc.) pursuant to the contract, to authorized users. Catalogs and price lists provided must reflect all products excluded from the resultant contract either through the omission of those portions or by obvious indications within the catalogs and price lists.

Catalogs and price lists may be furnished in either hard-copy or electronic format. If available in both formats, they shall be furnished in the format preferred by the requesting authorized user. Upon request the contractor shall assist authorized users in the use of catalogs and price lists.

INSTRUCTION MANUAL:

Simultaneous with delivery, the contractor(s) shall furnish to the authorized user a complete instruction manual for the product and for each component supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, schematic and wiring diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

PRICING/LABOR RATES:

All net prices **INCLUDE** all applicable shipping and handling (F.O.B. Destination the dock/delivery location of the Authorized User, refer to Appendix B-1/Appendix B, item 47b Shipping/Receipt of Product and Clause 48 "Title and Risk of Loss"), insurance, customs duties and charges, and associated delivery charges and such charges are included in the discount.

All services rates include travel time and costs incurred for travel to the site. The rates and charges for the Product and for the installation and maintenance of the Product include all travel and costs associated with accessing the installation site.

The "not to exceed" rates for the Contractors are posted on the OGS website. There is a NYS Net Price Sheet for each Contractor and LOT/Region awarded. To view the NYS Net Price Sheets, go to www.ogs.ny.gov, point on "Procurement Contracting Services," then click on "Contracts", then click on "Search Contracts", and enter the Group Number and Award Number on the front page of the Contract Award Notification into the search fields.

GENERAL MAINTENANCE PROVISIONS:

1. If the State and its Authorized Users elects to purchase any system or piece of equipment provided under any contract awarded as a result of RFP 20191, all required maintenance will be provided under the warranty provisions during the first year **subsequent to Acceptance of the system**. However, if at any time during the first year or any subsequent maintenance period, service is performed on the equipment by anyone other than the Contractor, without the Contractor's consent, or if the equipment is removed from the premises without the Contractor's supervision and consent, then at the option of the Contractor, the maintenance contract may become null and void for those items of equipment affected by the prohibitions. The Contractor shall notify the Authorized User and OGS Procurement Services Group of any such cancellation within 30 business days. PSG reserves the right to review the validity of such cancellation with the Contractor and Authorized User and take appropriate action.

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2. The Contractor shall not be obligated to repair damage caused by fire or other casualty (except that caused by the Contractor), willful or grossly negligent operation or handling of the Equipment by the Authorized User's employees. Trained personnel from the Authorized User may, without the Contractor's prior written consent, make modifications in the Authorized User's database for station moves and changes. Should the Contractor's consent be required, it shall not be unreasonably withheld. The Authorized User shall be responsible for updating of all records associated with their modifications.
3. Following the first year of warranty service, authorized users will have the option to continue maintenance unless the Authorized User, upon notice to the Contractor, discontinues coverage. Maintenance shall be provided for all equipment acquired, including moves, additions, and changes that take place after installation. Maintenance costs must be set forth in the contract holder's NYS Net Pricing Pages. Maintenance contract terms may extend beyond the term of this contract.
4. The State will pay monthly in arrears for any services utilized for maintenance, service, and parts in accordance with the Contractor's established rates. Contract Holders may offer Prepaid Annual Maintenance with a minimum additional 10% or greater discount. The Authorized User has the right not to utilize the monthly maintenance contract and use Time and Materials Rates instead. Rates are to be adjusted monthly in arrears by Contractor for increases and decreases in equipment covered by maintenance.
5. The Authorized User shall not be required to purchase maintenance for use of product, and may discontinue maintenance at the end of any current maintenance term upon 30 days written notice to Contractor prior to the end of the term. In the event that the Authorized User has elected not to purchase monthly maintenance, or the Authorized User has discontinued such purchased maintenance, the Authorized User may acquire maintenance on a T&M basis only, at any time thereafter. The Authorized User may return to a monthly maintenance contract at any time subsequent to a previous discontinuous of maintenance. Authorized users may request a reinstatement of a previously cancelled monthly maintenance contract at any time. Actual reinstatement will occur after contractor's inspection of any equipment covered by said maintenance. Inspection must occur within 30 days of the Authorized Users request.
6. The Contract Holder shall provide per hour rates for maintenance provided during the course of providing equipment or implementing a complete and working system. Maintenance shall include items such as design and engineering, project management, training, acceptance testing, inspection, monitoring, and document generation. Current Contract Holders also offer Time and Material rates for emergency and non-emergency on-site/remote access maintenance during normal business hours, emergency and non-emergency on-site/remote maintenance outside of normal business hours.

REMEDIAL MAINTENANCE

Whether the Authorized User elects to subscribe to monthly maintenance or Time and Materials (T&M), remedial maintenance shall be performed after the Authorized User notifies the Contractor that the equipment is inoperable or unsuitable for operation. The Maintenance Center will be responsible for insuring that service for each request is provided in accordance with the following:

- A. Priority Emergency Service - A "Priority Emergency" is a situation involving a major malfunction of the security products or system service, which is defined as the inability

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of 10% or more of the security products or systems (including, but not limited to: security cameras, fire alarms and the software for the same) to not operate correctly. The Contractor shall respond* in Priority Emergencies within two (2) continuous hours following notification by the Authorized User. Authorized Users reserve the right to require a more stringent definition of a Priority Emergency at time of purchase.

- B. Emergency Service - An "Emergency" is a situation involving a "critical" System failure in the opinion of the Authorized User. The Contractor shall respond* in Emergencies within three (3) continuous business hours after Authorized User notifies Contractor of the emergency.
- C. Non-Emergency Service - A "Non-Emergency" is a situation involving a System failure of a scope less than that described for an Emergency. The Contractor shall respond* in Non-Emergencies within six (6) continuous business hours after Authorized User notifies Contractor of the malfunction.

***"Respond" (for Sec. II.9.4)** shall be when the contract holder commences performing remedial maintenance. "Commence Performing" is when a qualified and prepared technician is actually working on, examining, or in some way servicing the system with a malfunction to attempt to correct the problem. **Scheduling, simply returning a phone call, having an untrained representative/unprepared technician arrive on site, etc. do not constitute meeting the Response Time Requirements.**

The above response limitation includes travel time. Remedial maintenance must be available twenty-four hours per day, seven days per week, including New York State legal holidays. Details of how the supplier will meet this level of responsiveness, and how any exception will be dealt with must be described in the Bidder's proposal in Appendix C.

Contractors must provide a local telephone number for the facility. If a service or maintenance call to the service center would result in the requesting Authorized User incurring toll charges, the Contractor must provide a toll free telephone number (i.e. 800 or 888 number, Collect Call). This excludes local message units. A national toll-free number for service and dispatch of local technicians is acceptable.

If the Contractor does not perform according to the contract, the Authorized User reserves the right to contract with another maintenance company. The difference in cost, if any, between the two will be borne by the Contractor named in this contract. If the Contractor subcontracts any portion of the service, the subcontractor must be approved by OGS.

MAINTENCNE SERVICES FOR PRODUCTS PURCHASED OUTSIDE AWARD 20191:

In addition, maintenance services for systems/equipment not purchased from contracts established for Security Systems and Solutions as a result of RFP 20191 may be purchased from contract holders awarded contracts for LOTS 2 and 3 under the following conditions:

1. Authorized Users are allowed to purchase replacement parts and monthly maintenance for systems/equipment purchased outside of the Award 20191, if the replacement parts and monthly maintenance rates for the systems/equipment are on the Contractor's NYS Net Price sheets. See bullet # 3.

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2. Authorized Users would be allowed to purchase Time and Material maintenance for any products offered by a contractor (requiring a Manufacturer's Guarantee for all products not manufactured by the contractor), even if the specific product is not on the Contractor's NYS Net Price Sheets. See bullet #3.
3. The Contractor would be required to establish maintenance rates at or below the rates listed on their NYS Net Price Sheets and add to the contract prior to sale via the contract update procedures.
4. Contractors are not obligated to provide the Authorized Users maintenance service for systems/equipment not purchased from the NYS Security Systems and Solutions Contracts.
5. The Contractor will inspect the system/equipment to make a determination as to whether or not they wish to provide the Authorized User maintenance. *Any rates for the inspection service will be at or below the hourly or per inspection rates listed on the Contractors' NYS Net Price Sheets.* Contractors may refuse to offer maintenance on previously purchased equipment, *due to age, condition, availability of parts, etc.*
6. The availability of maintenance services for systems/equipment not purchased from contracts for Security Systems and Solutions established as a result of RFP 20191 will end at the same time as the maintenance contracts for systems/equipment purchased under Award 20191. (see Section 1.1 above)

EXAMINATION OF SITES AND SPECIFICATIONS:

At the discretion of the Authorized User and prior to the issuance of the Cost Quote, Contractors **may be required to perform a site visit at the associated installation location** to become familiar with any local condition, which may in any manner affect the work to be done, as well as equipment, materials, labor, or services required. Contractors are required to examine carefully the specifications and to familiarize themselves thoroughly concerning any conditions and requirements that may in any manner affect the work to be performed under the contract. During the site visit, the Authorized User will indicate placement of all equipment. In addition, Contractors should specify if there are any required modifications or additions to the site, which are required to insure proper operation of the equipment. If changes are required, they must be included in the Cost Quote.

No allowances will be made because of lack of knowledge of these conditions. Ignorance of the requirements will not relieve the Contractors of their liability and obligations under the contract. Contractors shall provide drawings of typical equipment room layouts, specifying floor space and electrical outlet requirements for each system, assuming maximum system capacities are ordered.

AUTHORIZED USER COMPLIANCE WITH LEGAL REQUIREMENTS:

Authorized users must comply with the following requirements under New York State Law:

- a. Identification of legal authority for system installation (i.e.: construction work is regulated by statute and not all agencies are authorized to perform such work).
- b. Payment of applicable Department of Labor Prevailing Wage Rates under Article 8 Labor Law.
- c. Compliance with state and local building codes. For each project undertaken, State Agencies must obtain a Construction Permit and an eventual Code Compliance Certificate from a Construction Permitting Agency. In accordance with NYCRR Title 19 Part 448, such agencies are so designated by the Department of State. Authorized Users, other than State Agencies, must obtain Construction Permits and Certificates of Code Compliance from the local building department having jurisdiction.

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- d. Plans and specifications that are certified and stamped by a NYS licensed architect or engineer.
- e. In OGS Buildings, obtain an approval from the appropriate Building Manager.

NYS FIRE ALARM SECURITY SYSTEMS INSTALLER LICENSE:

Section 69-M of the General Business Law and Title 19 NYCRR Reg. 195.2 provide that any person engaging in the business of installing, servicing or maintaining security or fire alarm systems must be licensed to do so.

Additional information regarding these requirements may be obtained from the New York State Department of State at:

<http://www.dos.state.ny.us/lcns/professions/sec-fireinstallers/install1.htm>

Contract holders awarded Lots 2-5 must provide proof of compliance with these requirements with the bid submission.

GENERAL REQUIREMENTS:

The following requirements are applicable for all contracts under award 20191.

- A. Neither drug use of any type, nor consumption of alcoholic beverages by the Contractor or its personnel shall be permitted on the premises.
- B. The Authorized User will not be liable for any expense incurred by the Contractor as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
- C. It is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.
- D. The Contractor shall be completely responsible for their work, including any damages or breakdowns caused by their failure to take appropriate action.
- E. Trained technicians are required to do all servicing. All technicians shall have at least two (2) years' experience on any systems being serviced (all labor).

CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITIES:

Procurement Services Group considers the prime contractor to be the sole contact with regard to all provisions of the contract(s) resulting from RFP 20191, to include payment of all charges resulting from the procurement and installation of the entire equipment and/or software configuration. In the event the contract includes hardware and/or software manufactured by another manufacturer or supplier, the Prime Contractor has assumed full responsibility for delivery, installation, maintenance, and support services for such items offered in the proposal. The Prime Contractor shall ensure that there is no interruption of service during implementation and shall assume responsibility for any related negotiations with local service providers.

SOFTWARE LICENSE AGREEMENTS:

Authorized Users are not permitted to sign, or agree to any Software License Agreement for the purchase, maintenance, installation, or systems integration of software for any contract issued under Group 77201-20191 unless it has been reviewed and/or approved by OGS and/or OSC and posted to the OGS Website. Agreeing to any non-approved Software License Agreement would violate Appendix B-1/Appendix B (Reference Page 6).

REFERENCES:

All contract holders **may be required** to provide references from its customers who have purchased products similar to those represented by on their contracts. References may be commercial or governmental accounts. If requested by the State or Authorized contract users the references shall include:

- a. Name, address, telephone number and fax number for the contact person.
- b. Number of years the bidder has supplied product(s) to the reference.
- c. The yearly sales volume the bidder has had with the reference.

If required, Authorized Users may utilize the forms on Pages 47 and 48 of this document.

NYS WORKER'S COMPENSATION/DISABILITIES BENEFITS INSURANCE REQUIREMENTS:

Please see below the following information regarding the NYS Worker's Compensation and Disability Benefits Insurance Requirements of NYS Law.

Effective September 9, 2007, all out-of-state employers with employees working in NYS are required to carry a full, statutory NYS workers' compensation insurance policy. An employer has a full, statutory NYS workers' compensation insurance policy when New York is listed in Item "3A" on the Information Page of the employer's workers' compensation insurance policy.

Accordingly, if an out-of-state employer is getting a permit, license or contract from a government agency in NYS, then that employer must fulfill requirements effective September, 2007 under Workers' Compensation Law Section 57. Also, every out-of-state employer doing any construction related activity in New York State is required to carry a full, statutory NYS workers' compensation insurance policy.

An out-of-state employer needs a New York State disability benefits insurance policy if the employer employs one or more individuals on each of at least 30 days in a calendar year in New York State.

If an out-of-state employer meets this criterion, the employer is required to carry a New York State disability benefits policy (The employer has four weeks from the completion of the 30th day of work by one or more individuals to obtain the disability benefits policy.) (Independent contractors are not considered to be employees under the Disability Benefits Law.)

The link below can be used for additional information:

http://www.wcb.state.ny.us/content/main/DisabilityBenefits/Employer/outOfStateEmp_DB.jsp
Also, questions regarding coverage requirements may be directed to the WCB Compliance Unit at 1-866-298-7830.

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The links below are to the applicable forms on the NYS Worker's Compensation Board website:

Workers Compensation - <http://www.wcb.state.ny.us/content/onlineforms/obtainC105.jsp>

Disability Benefits - <http://www.wcb.state.ny.us/content/onlineforms/obtainDB120-1.jsp>

Please Note: When issuing Purchase Orders against any of the following NYS Centralized Contracts, Authorized Users should use the following link to verify that the contractor has the required NYS Worker's Compensation and Disability Benefits Insurance:

<http://www.wcb.state.ny.us/icpocinq/icpocdisclaimer.jsp>

In particular, if an employee of a contractor or subcontractor performs any work (e.g. installing, integration, or maintaining equipment) physically inside New York State, they are required to obtain a NYS Worker's Compensation Policy.

If a contractor/subcontractor performs work inside New York for a cumulative total of 30 days per year, they are required to obtain NYS Disability Benefits Insurance.

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LIST OF CONTRACT HOLDERS:

NOTE: See individual contract items to determine actual awardees.

| <u>CONTRACT #</u> | <u>CONTRACTOR & ADDRESS</u> | <u>TELEPHONE #</u> | <u>FED.IDENT.#</u> |
|-----------------------|--|--|--------------------|
| PT65432 SBE NYS | Alarm Systems Distributors, LLC. 883 Broadway Albany, NY 12207 | 8/17/2011 – 8/26/2012 NYS Vendor ID #: 1000007059 | 14-1703947 |
| PT65552 SBE NYS | American Security Technologies, Inc. d/b/a World Wide Security One Commercial Ave Garden City, NY 11530 | 8/25/2011 – 8/26/2015 NYS Vendor ID #: 1000046981 | 11-2850362 |
| PT65433 SBE NYS | Central Home Systems, Inc. 115 Rome St. Farmingdale, NY 11735 | 8/23/2011 – 8/26/2015 NYS Vendor ID #: 1000005772 | 11-2465536 |
| PT65555 WBE NYS | Lucille Maud Corporation 513 North Olden Ave Trenton, NJ 08638 | 8/25/2011 – 8/26/2012 NYS Vendor ID #: 1000049476 | 22-2619144 |
| PT65559 SBE NYS | Tri-Ed Northern Video Distribution 100 Crossways Park Drive West, Ste 207 Woodbury, NY 11797 | 8/17/2011 – 8/26/2012 NYS Vendor ID #: 1100007038 | 95-4524403 |
| PT65442 | Unlimited Technology, Inc. 20 Senn Drive Chester Spring, PA 10595 | 8/23/2011 – 8/26/2015 NYS Vendor ID #: 1100005402 | 22-3992877 |
| PT65560 SBE NYS | Video Hi-Tech Corp. d/b/a Adwar Video 125 Gazza Blvd Farmingdale, NY 11735 | 8/22/2011 – 8/26/2015 NYS Vendor ID #: 1000005772 | 11-2765013 |

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INDEX OF AWARDS (LOTS & REGIONS) HOW TO USE CONTRACTS:

Notes:

1. See the PDF Document titled "Pricing Information" for complete contactor contact information.

Please see below a chart of the LOTS and Regions awarded to each contractor for Security Systems and Solutions. Please use the following link to go directly to the pricing information pages. At the beginning of each price list tab is a summary of the products and/or services available.

PLEASE NOTE: products and/or services not listed on a contractor's pricing tab MAY NOT BE awarded to that contractor and MAY NOT BE on contract. Please contact the OGS Contract Administrator listed on Page One of this document for any questions.

<http://www.ogs.ny.gov/purchase/snt/awardnotes/7720120191Prices.pdf>

| Contractor | Contract # | Lot I | Lot II | Lot III | Lot IV | Lot V |
|---|-------------------|--------------|---------------|----------------|---------------|--------------|
| Alarm Systems Distributors, LLC. | PT65432 | Statewide | | | | |
| American Securities Technologies, Inc. d/b/a Worldwide Security | PT65552 | | | Regions 1-3 | | |
| Central Home Systems, Inc. | PT65433 | Statewide | | Region 1 | | |
| Lucille Maud Corporation | PT65555 | Statewide | | | | |
| Tri Ed Northern Video Distribution | PT65559 | Statewide | | | | |
| Unlimited Technology, Inc. | PT65442 | Region 3 | Region 3 | Region 3 | | |
| Video Hi-Tech Corp. | PT65560 | | | Statewide | | |

LIST OF SUBCONTRACTORS:

Please see below the following link to the Pricing and Contract Information Page:

<http://www.ogs.ny.gov/purchase/snt/awardnotes/7720120191Prices.pdf>

NOTE: DCJS and FBI Certified Specifications

Authorized Users:

OGS incorporated DCJS and FBI Certified Specifications into RFP 20191 (See Section I.3.8, pages 11-18). For any additional information regarding these specifications, Authorized Users should contact the following DCJS employee:

Jerry Nimick.
Phone: 1-800-262-3257
E-Mail: Jerry.Nimick@dcjs.state.ny.us

The telephone number listed above is to the DCJS Customer Contact Center (CCC). Authorized Contract Users can call the CCC and dial by last name to reach Mr. Nimick.

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ATTACHMENT 1: REFERENCE FORMS FOR USE BY AUTHORIZED USERS

PROJECT REFERENCES / CLIENT INFORMATION
ONLY REQUIRED IF REQUESTED
REFERENCE FORM
(Submit one form per reference)
BIDDERS INFORMATION

Bidding Company / Contact Person: _____ / _____

Contact Person Telephone Number: _____

PROJECT REFERENCE / CUSTOMER'S INFORMATION

Customer Name _____

Customer Address _____

Contact Person _____

Telephone Number _____

Facsimile Number _____

E-Mail Address _____

Date Range of Service _____ thru _____

Dollar Value of Project / Contract _____

Description of Equipment/Solution provided: _____

ATTACHMENT 2: 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, 38th Floor
Corning Tower - Empire State Plaza
Albany, New York 12242
* * * *

(continued)

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>

SUPPLEMENTAL CONTRACT AWARD NOTIFICATION

December 30, 2011

| | | |
|--------------------------------|---|---|
| Title | : | Group 77201 Security Systems & Solutions (Statewide) Classification Code(s): 32, 43, 46, 92 |
| Award Number | : | <u>20191</u> (Replaces Awards PGB-01057, PGB-19110, PGB-18735, PGB-3711, PGB-4509, 02204, PGB-02360, PGB-02455, PGB-02456, C-4476) |
| Contract Period | : | August 27, 2007 through August 26, 2012 |
| Bid Opening Date | : | September 21, 2010 |
| Date of Issue | : | December 12, 2011 |
| Specification Reference | : | As Incorporated In The RFP |
| Contractor Information | : | Appears on Page 524 of this Award |

Address Inquiries To:

| State Agencies & Vendors | Political Subdivisions & Others |
|---|--|
| Name : Joseph Better Title : Purchasing Officer 1 Phone : 518-474-7101 Fax : 518-486-6867 E-mail : Joseph.better@ogs.ny.gov | Procurement Services Group Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.ny.gov |

**The Procurement Services Group values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

SECURITY SYSTEMS AND SOLUTIONS

PR # 20191

Award 20191

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SCOPE:

The New York State Office of General Services (OGS), Procurement Services Group (PSG) established comprehensive catalog contracts for Security Systems and Solutions. Contract(s) are for Security Products, Installation, System Integration and Maintenance.

Contract(s) were awarded on the basis of best value to responsive, responsible, and compliant contractors within each LOT. Contracts were awarded both Statewide and by Region. The contracts will be issued for a term of up to five (5) years and may be renewed for an additional five (5) year term. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years.

Maintenance Contract terms (i.e., those terms of the contract related to maintenance) can survive the original contract term or any extensions for a period of 3 years. This is meant to include preventive maintenance, remedial maintenance as well as ongoing moves, additions and changes of equipment and software upgrades to the basic system.

The contracts contain provisions for the addition of new products and emerging technologies. The State reserves the right to make additional awards utilizing the Periodic Recruitment provisions of RFP 20191. This will ensure that there are a variety of contractors represented, and that installation and service requirements are adequately addressed. The State reserves the right to award future contracts to the next best value qualified Bidder in the event of default or cancellation of a previously awarded contract.

These contracts will be for Authorized Users of New York State contracts, which include New York State Agencies and others authorized by law (see NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS section). Accordingly, references to the State and its Agencies as users under these contracts encompass and include other users such as these entities.

ALARM AND SIGNAL SYSTEMS
ALARM SYSTEMS – WIRELESS
BIOMETRIC ACCESS CONTROL
CAMERAS/LENSES
CCTV SYSTEMS
DVR'S
ELECTRONIC ACCESS CONTROL
ELECTRONIC ARTICLE SURVEILLANCE
FIRE PROTECTION/DETECTION/CONTROLS
GEOGRAPHIC POSITIONING SYSTEMS
GUARD TOUR SYSTEMS
ID CARD PRINTERS, READERS, CARDS, BADGES, ACCESSORIES
ID EQUIP. ELECTRONIC CARD ID SYSTEM
ID EQUIPMENT, ELECTRONIC
INTEGRATED SECURITY SYSTEMS
INTRUSION DETECTION/CONTROLS
LOCKING HARDWARE
MONITORING EQUIPMENT
OTHER PHYSICAL SECURITY (LIGHTING/SAFES/ETC.)
OUTDOOR PERIMETER (FENCES/GATES/ETC.)
PORTALS, TURNSTILES, ETC
RECORDING EQUIPMENT
SECURITY MANAGEMENT SOFTWARE
SECURITY OFFICE – PRODUCTS

TRAINING/EDUCATION
VIDEO/CCTV SYSTEMS & SURVEILLANCE
BUILDING AUTOMATION SYSTEMS
ENERGY MANAGEMENT SYSTEMS
CLIMATE/TEMPERATURE CONTROL & MONITORING SYSTEMS

LOTS:

Catalog contracts were awarded according to LOTS and Region or Statewide. The RFP has been divided into the following LOTS:

- LOT 1: Product Only
- LOT 2: Product & Maintenance
- LOT 3: Product, Installation, Integration & Maintenance
- LOT 4: Installation Only
- LOT 5: Integration Only [Actions required to join an existing and new system into an integrated application or to connect various components of new applications into a centralized system]

REGIONS:

The RFP covered the following counties in the nine regions listed below:

| Regions | Areas | Counties |
|----------|-------------|--|
| Region 1 | Long Island | Nassau Suffolk |
| Region 2 | New York | Bronx Kings New York Queens Richmond |
| Region 3 | Westchester | Dutchess Putnam Westchester |
| Region 4 | Ulster | Orange Rockland Sullivan Ulster |
| Region 5 | Albany | Albany Columbia Delaware Fulton Greene Montgomery Otsego Rensselaer Schenectady Schoharie |
| Region 6 | Adirondack | Clinton Essex Franklin Hamilton Saratoga Warren |

| | | |
|----------|--------------|--|
| | | Washington |
| Region 7 | Syracuse | Cayuga Herkimer Jefferson Lewis Madison Oneida Onondaga Oswego St. Lawrence |
| Region 8 | Finger Lakes | Broome Chemung Chenango Cortland Livingston Monroe Ontario Schuyler Seneca Steuben Tioga Tompkins Wayne Yates |
| Region 9 | Buffalo | Allegany Cattaraugus Chautauqua Erie Genesee Niagara Orleans Wyoming |

APPENDIX A:

Appendix A, Standard Clauses For New York State Contracts, dated September 2004, attached hereto, is hereby expressly made a part of these Contracts as fully as if set forth at length herein

APPENDIX B:

Appendix B, Office of General Services General Specifications dated June 2006, attached hereto, is hereby expressly made a part of any Contracts awarded or amended (expanded to include new Lots and/pr Regions) on or after September 23, 2008 as fully as if set forth at length herein and shall govern any situations not covered by the following Contracts resulting from RFP 20191, dated 8/27/10 or Appendix A.

RFP 20191:

RFP 20191, Security Systems and Solutions, Issued 8/3/2010, Revised August 27, 2010 attached hereto, is hereby expressly made a part of any Contracts awarded or amended (expanded to include new Lots and/or Regions) on or after September 23, 2008 as fully as if set forth at length

Award 20191

herein and shall govern any situations not covered by this Contract resulting from Appendix B or Appendix A.

CONFLICT OF TERMS:

Unless otherwise set forth in the procurement or contract documents, conflicts among documents shall be resolved in the following order of precedence:

- a. **Appendix A** (Standard Clauses for NYS Contracts)
- b. **Mini-Bid Project Definition** if applicable and in accordance with the terms and conditions of the Back-Drop Contract.
- c. **Contract and other writing(s)** setting forth the final agreements, clarifications and terms between the Bid Documents and Contractor's Bid. In the latter circumstance, clarifications must specifically note in writing what was offered by the Contractor and what was accepted by the State. If not, such clarifications shall be considered last in the order of precedence under this paragraph.
- d. **Bid Documents** (Other than Appendix A).
 - i. Bid Specifications prepared by the Authorized User.
 - ii. Appendix B (General Specifications).
 - iii. Incorporated Contract Appendices, if any, following the order of precedence as stated for Contract above.
- e. **Contractor's Bid or Mini-Bid Proposal.**
- f. **Unincorporated Appendices** (if any).

PARTICIPATION IN CENTRALIZED CONTRACTS:

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B-1/Appendix B clause 39. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www.ogs.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 awarded as a result of RPF 20191 may be extended to additional states or government jurisdictions upon mutual written agreement between New York State (the lead contract State) and the Contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extension.

TERM OF CONTRACT:

The term of the Contract will commence upon approval by the Office of State Comptroller and issuance by the Office of General Services and will continue for a period of up to five (5) years, and may be extended for five (5) years. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years. The Contractor's authority to sell Security Systems and Solutions shall expire upon the termination of the purchase portion of the Contract as indicated above even though authorized users will be able to have maintenance continue past the contract expiration date.

Maintenance Contract terms (i.e., those terms of the contract related to maintenance) can survive the original contract term or any extensions for a period of 3 years. This is meant to include preventive maintenance, remedial maintenance as well as ongoing moves, additions and changes of equipment and software upgrades to the basic system.

TERMINATION OF CONTRACT:

Please refer to Appendix B-1 Clause 59/ Appendix B Clause 60 for the circumstances permitting Termination for Cause and Termination for Convenience.

STOP WORK ORDER:

The Office of General Services reserves the right to stop the work covered by contract(s) resulting from RFP 20191 at any time that it is deemed the successful Contractor is unable or incapable of performing the work to their satisfaction. In the event of such stoppage, the Office of General Services shall have the right to arrange for the completion of the work in such manner as it may deem advisable and, if the resulting cost exceeds the amount of the bid, the successful Contractor shall be liable to the State of New York for any increase in cost.

CANCELLATION FOR CONVENIENCE:

In addition to rights afforded in Appendix B-1 Clause 59/Appendix B Clause 60, The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

NOTE TO CONTRACTOR:

Cash Discount, If Shown, Should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE

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SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR EQUAL EMPLOYMENT AND BUSINESS PARTICIPATION OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND NEW YORK STATE CERTIFIED MINORITY/WOMEN-OWNED BUSINESSES:

In accordance with Article 15-A of the New York State Executive Law (Participation by Minority Group Members and Women with Respect to State Contracts) and in conformance with the Regulations promulgated by the Minority and Women’s Business Development Division of the New York State Department of Economic Development set forth at 5 NYCRR Parts 140-144, the Offerer/Contractor agrees to be bound by the following to promote equality of economic opportunities for minority group members and women, and the facilitation of minority and women-owned business enterprise participation on all covered OGS contracts.

- a. **Equal Employment Opportunity Requirements**
By submission of a bid or proposal in response to this solicitation, the Offerer agrees with all of the terms and conditions of Appendix A including Clause 12 – Equal Employment Opportunities for Minorities and Women. The contractor is required to ensure that the provisions of Appendix A clause 12 – Equal Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.
- b. **Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses**
Authorized Users are encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers on this contract for the provision of services and materials. To locate New York State Certified M/WBEs, the directory of Certified Businesses can be viewed at: http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services Group supports and encourages the purchase of recycled, remanufactured, energy efficient and “energy star” products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

| | |
|----------|---------------------------|
| RS,RP,RA | Recycled |
| RM | Remanufactured |
| SW | Solid Waste Impact |
| EE | Energy Efficient |
| E* | EPA Energy Star |
| ES | Environmentally Sensitive |

EPA ENERGY STAR PROGRAM:

The Federal EPA, in cooperation with manufacturers, continues a program to foster the manufacture of energy efficient equipment. New York State fully supports this effort.

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing all contracts awarded as a result of RFP 20191. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in the case of multiple awards for the same or similar equipment or systems, authorized users should contact multiple contract holders to ensure they receive the best possible prices. Contracts issued as a result of RFP 20191 contain “not to exceed pricing” and authorized users should always seek better pricing when issuing a purchase order. Authorized Users are encouraged to seek quotes from multiple contractors and/or negotiate for better pricing. Authorized Users should always follow their Internal Procurement Guidelines and Best Practices and maintain a detailed Procurement Record.

Authorized users have the responsibility to document their purchasing decisions, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

PURCHASE ORDER PREPARATION:

See “Purchase Orders” in Appendix B-1/Appendix B, item 44 OGS General Specifications.

If there is a discrepancy between the purchase order and what is listed on contract, it is the contractor’s obligation as a condition of payment to clarify and resolve what is to be actually shipped by contacting ordering agency.

CONTRACT PAYMENTS:

Contract payments cannot be processed by New York State agencies and other authorized users until the contract products have been delivered and accepted. Invoices for such payment must contain sufficient data including, but not limited to, New York State’s Contract Number, description of product, quantity, unit and price per unit as well as federal identification number. See “Contract Billings” in Appendix B-1/Appendix, OGS General Specifications.

The Contractor will submit an invoice after Acceptance or, in the case of “drop-ship” Products, after the Authorized User receives all the Products listed on the Purchase Order. If the invoice is issued before either of these actions, it is the Authorized User’s responsibility to write a letter to the Contractor stipulating the requirement for Acceptance or receipt of Product to occur prior to invoicing. This will stop the clock for the application of State Finance Law Article XI-A, item 15.

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After the receipt and/or Acceptance, all necessary Authorized User, OSC, etc. documents must be processed for payment of the invoice.

The voucher or invoice will contain the Contract ID number, the name of the Authorized User; the location where service was performed; and, either in its body or as an attachment will contain a copy of the report itemizing the Product received and/or the work completed during that time period.

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an “electronic payment” option in lieu of issuing checks. Contact OSC to obtain an information packet at 518-474-4032 or e-mail to epunit@osc.state.ny.us or visit their website at www.osc.state.ny.us.

NEW YORK STATE PROCUREMENT CARD:

See “Procurement Card” in Appendix B-1/Appendix B, OGS General Specifications.

The following Contractors will accept the New York State Procurement Card for orders up to \$15,000.00 with no additional discount:

MINIMUM ORDER:

Minimum order shall be \$100.00

Contractor may elect to honor orders for less than the minimum order.

PREVAILING WAGES:**A. “PUBLIC WORKS” AND “BUILDING SERVICES”**

Bidders must refer to Appendix B, Clause 17 for a full description of these subjects.

**B. PREVAILING WAGE RATE APPLICABLE TO BID SUBMISSIONS NYS DEPT. OF LABOR
PREVAILING WAGE RATE SCHEDULES**

ALL PUBLIC WORKS AND BUILDING SERVICE CONTRACTS, REGARDLESS OF DOLLAR VALUE, REQUIRE THE PAYMENT OF PREVAILING WAGES AND SUPPLEMENTS AS ESTABLISHED BY LAW BY THE DEPARTMENT OF LABOR. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in monetary fines or debarment from bidding and awarding of contracts.

NOTE: CONTRACTORS AND SUBCONTRACTORS ARE FURTHER REQUIRED TO POST THE PREVAILING WAGE RATES IN A PROMINENT AND ACCESSIBLE PLACE AT THE WORK SITE. Vendor is solely responsible for confirming subsequent changes to the posted rates and for paying the prevailing rates at all times during the contract term.

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This is a Public Works project. The Bidder must use the labor rates and must adhere to Department of Labor rules and regulations in the payment to employees **Notice: Prevailing Labor Rates from the NYS Department of Labor are available on the web site.**

C. WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM

The wages to be paid under any contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the contract term that apply to the classes of individuals supplied by the contractor on any projects which result from this contract which is subject to the provisions of this article. Contractor is solely liable for and must pay such required prevailing wage adjustments during the contract term as required by law.

D. DAY'S LABOR – DEFINED FOR ARTICLE 8, PUBLIC WORKS (FOR PURPOSES OF ARTICLE 8 OF THE LABOR LAW)

No laborer, workers or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. 'Extraordinary emergency' shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the industrial commissioner for the preservation of the contract site and for the protection of the life and limb of the persons using the contract site.

E. ADJUSTMENTS TO THE PREVAILING WAGE RATE SCHEDULES

On or after the date of adjustments to Prevailing Wage Rates by the NYS Department of Labor, the Contractor shall be granted an increase or decrease in the contract wage rates dependent upon fluctuations in the latest published Prevailing Wage Rates published by the NYS Department of Labor.* The prevailing wage rates are available online at:

<http://wpp.labor.state.ny.us/wpp/doSearchWageSchedulePublic.do?method=doIt&schedule>

*The contractor has the sole responsibility to submit a request for a price adjustment to the Office of General Services on or after the applicable anniversary date (new prevailing wage rate schedule, PRC# 2008002488, issued by Department of Labor) and shall provide a copy of both the original and new wage rate schedules and other supporting documentation necessary to support the increase or decrease. See Contract Update procedures. The State reserves the right to make the appropriate adjustment determined in accordance with the above methodology.

F. ADJUSTMENTS TO LABOR RATES NOT COVERED BY PREVAILING WAGE RATE SCHEDULES

Requests for adjustments to labor rates for titles not covered by prevailing wage rate schedules issued by the Department of Labor (and GSA-based pricing schedules) may be submitted on or after the first anniversary of contract award (and on or after the subsequent anniversaries) utilizing the regular add process. These types of adjustments will be limited to the CPI or 5%, whichever is less.

PRICE SHEETS AND CATALOGS:

Upon request, Contractor(s) shall be required to furnish, without charge, catalog and price lists identical to those accepted with their bid, including any changes (additions, deletions, etc.) pursuant to the contract, to authorized users. Catalogs and price lists provided must reflect all products excluded from the resultant contract either through the omission of those portions or by obvious indications within the catalogs and price lists.

Catalogs and price lists may be furnished in either hard-copy or electronic format. If available in both formats, they shall be furnished in the format preferred by the requesting authorized user. Upon request the contractor shall assist authorized users in the use of catalogs and price lists.

INSTRUCTION MANUAL:

Simultaneous with delivery, the contractor(s) shall furnish to the authorized user a complete instruction manual for the product and for each component supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, schematic and wiring diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

PRICING/LABOR RATES:

All net prices **INCLUDE** all applicable shipping and handling (F.O.B. Destination the dock/delivery location of the Authorized User, refer to Appendix B-1/Appendix B, item 47b Shipping/Receipt of Product and Clause 48 "Title and Risk of Loss"), insurance, customs duties and charges, and associated delivery charges and such charges are included in the discount.

All services rates include travel time and costs incurred for travel to the site. The rates and charges for the Product and for the installation and maintenance of the Product include all travel and costs associated with accessing the installation site.

The "not to exceed" rates for the Contractors are posted on the OGS website. There is a NYS Net Price Sheet for each Contractor and LOT/Region awarded. To view the NYS Net Price Sheets, go to www.ogs.ny.gov, point on "Procurement Contracting Services," then click on "Contracts", then click on "Search Contracts", and enter the Group Number and Award Number on the front page of the Contract Award Notification into the search fields.

GENERAL MAINTENANCE PROVISIONS:

1. If the State and its Authorized Users elects to purchase any system or piece of equipment provided under any contract awarded as a result of RFP 20191, all required maintenance will be provided under the warranty provisions during the first year **subsequent to Acceptance of the system**. However, if at any time during the first year or any subsequent maintenance period, service is performed on the equipment by anyone other than the Contractor, without the Contractor's consent, or if the equipment is removed from the premises without the Contractor's supervision and consent, then at the option of the Contractor, the maintenance contract may become null and void for those items of equipment affected by the prohibitions. The Contractor shall notify the Authorized User and OGS Procurement Services Group of any such cancellation within 30 business days. PSG reserves the right to review the validity of such cancellation with the Contractor and Authorized User and take appropriate action.

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2. The Contractor shall not be obligated to repair damage caused by fire or other casualty (except that caused by the Contractor), willful or grossly negligent operation or handling of the Equipment by the Authorized User's employees. Trained personnel from the Authorized User may, without the Contractor's prior written consent, make modifications in the Authorized User's database for station moves and changes. Should the Contractor's consent be required, it shall not be unreasonably withheld. The Authorized User shall be responsible for updating of all records associated with their modifications.
3. Following the first year of warranty service, authorized users will have the option to continue maintenance unless the Authorized User, upon notice to the Contractor, discontinues coverage. Maintenance shall be provided for all equipment acquired, including moves, additions, and changes that take place after installation. Maintenance costs must be set forth in the contract holder's NYS Net Pricing Pages. Maintenance contract terms may extend beyond the term of this contract.
4. The State will pay monthly in arrears for any services utilized for maintenance, service, and parts in accordance with the Contractor's established rates. Contract Holders may offer Prepaid Annual Maintenance with a minimum additional 10% or greater discount. The Authorized User has the right not to utilize the monthly maintenance contract and use Time and Materials Rates instead. Rates are to be adjusted monthly in arrears by Contractor for increases and decreases in equipment covered by maintenance.
5. The Authorized User shall not be required to purchase maintenance for use of product, and may discontinue maintenance at the end of any current maintenance term upon 30 days written notice to Contractor prior to the end of the term. In the event that the Authorized User has elected not to purchase monthly maintenance, or the Authorized User has discontinued such purchased maintenance, the Authorized User may acquire maintenance on a T&M basis only, at any time thereafter. The Authorized User may return to a monthly maintenance contract at any time subsequent to a previous discontinuous of maintenance. Authorized users may request a reinstatement of a previously cancelled monthly maintenance contract at any time. Actual reinstatement will occur after contractor's inspection of any equipment covered by said maintenance. Inspection must occur within 30 days of the Authorized Users request.
6. The Contract Holder shall provide per hour rates for maintenance provided during the course of providing equipment or implementing a complete and working system. Maintenance shall include items such as design and engineering, project management, training, acceptance testing, inspection, monitoring, and document generation. Current Contract Holders also offer Time and Material rates for emergency and non-emergency on-site/remote access maintenance during normal business hours, emergency and non-emergency on-site/remote maintenance outside of normal business hours.

REMEDIAL MAINTENANCE

Whether the Authorized User elects to subscribe to monthly maintenance or Time and Materials (T&M), remedial maintenance shall be performed after the Authorized User notifies the Contractor that the equipment is inoperable or unsuitable for operation. The Maintenance Center will be responsible for insuring that service for each request is provided in accordance with the following:

- A. Priority Emergency Service - A "Priority Emergency" is a situation involving a major malfunction of the security products or system service, which is defined as the inability

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of 10% or more of the security products or systems (including, but not limited to: security cameras, fire alarms and the software for the same) to not operate correctly. The Contractor shall respond* in Priority Emergencies within two (2) continuous hours following notification by the Authorized User. Authorized Users reserve the right to require a more stringent definition of a Priority Emergency at time of purchase.

- B. Emergency Service - An "Emergency" is a situation involving a "critical" System failure in the opinion of the Authorized User. The Contractor shall respond* in Emergencies within three (3) continuous business hours after Authorized User notifies Contractor of the emergency.
- C. Non-Emergency Service - A "Non-Emergency" is a situation involving a System failure of a scope less than that described for an Emergency. The Contractor shall respond* in Non-Emergencies within six (6) continuous business hours after Authorized User notifies Contractor of the malfunction.

***"Respond" (for Sec. II.9.4)** shall be when the contract holder commences performing remedial maintenance. "Commence Performing" is when a qualified and prepared technician is actually working on, examining, or in some way servicing the system with a malfunction to attempt to correct the problem. **Scheduling, simply returning a phone call, having an untrained representative/unprepared technician arrive on site, etc. do not constitute meeting the Response Time Requirements.**

The above response limitation includes travel time. Remedial maintenance must be available twenty-four hours per day, seven days per week, including New York State legal holidays. Details of how the supplier will meet this level of responsiveness, and how any exception will be dealt with must be described in the Bidder's proposal in Appendix C.

Contractors must provide a local telephone number for the facility. If a service or maintenance call to the service center would result in the requesting Authorized User incurring toll charges, the Contractor must provide a toll free telephone number (i.e. 800 or 888 number, Collect Call). This excludes local message units. A national toll-free number for service and dispatch of local technicians is acceptable.

If the Contractor does not perform according to the contract, the Authorized User reserves the right to contract with another maintenance company. The difference in cost, if any, between the two will be borne by the Contractor named in this contract. If the Contractor subcontracts any portion of the service, the subcontractor must be approved by OGS.

MAINTENANCE SERVICES FOR PRODUCTS PURCHASED OUTSIDE AWARD 20191:

In addition, maintenance services for systems/equipment not purchased from contracts established for Security Systems and Solutions as a result of RFP 20191 may be purchased from contract holders awarded contracts for LOTS 2 and 3 under the following conditions:

1. Authorized Users are allowed to purchase replacement parts and monthly maintenance for systems/equipment purchased outside of the Award 20191, if the replacement parts and monthly maintenance rates for the systems/equipment are on the Contractor's NYS Net Price sheets. See bullet # 3.

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2. Authorized Users would be allowed to purchase Time and Material maintenance for any products offered by a contractor (requiring a Manufacturer's Guarantee for all products not manufactured by the contractor), even if the specific product is not on the Contractor's NYS Net Price Sheets. See bullet #3.
3. The Contractor would be required to establish maintenance rates at or below the rates listed on their NYS Net Price Sheets and add to the contract prior to sale via the contract update procedures.
4. Contractors are not obligated to provide the Authorized Users maintenance service for systems/equipment not purchased from the NYS Security Systems and Solutions Contracts.
5. The Contractor will inspect the system/equipment to make a determination as to whether or not they wish to provide the Authorized User maintenance. *Any rates for the inspection service will be at or below the hourly or per inspection rates listed on the Contractors' NYS Net Price Sheets.* Contractors may refuse to offer maintenance on previously purchased equipment, *due to age, condition, availability of parts, etc.*
6. The availability of maintenance services for systems/equipment not purchased from contracts for Security Systems and Solutions established as a result of RFP 20191 will end at the same time as the maintenance contracts for systems/equipment purchased under Award 20191. (see Section 1.1 above)

EXAMINATION OF SITES AND SPECIFICATIONS:

At the discretion of the Authorized User and prior to the issuance of the Cost Quote, Contractors **may be required to perform a site visit at the associated installation location** to become familiar with any local condition, which may in any manner affect the work to be done, as well as equipment, materials, labor, or services required. Contractors are required to examine carefully the specifications and to familiarize themselves thoroughly concerning any conditions and requirements that may in any manner affect the work to be performed under the contract. During the site visit, the Authorized User will indicate placement of all equipment. In addition, Contractors should specify if there are any required modifications or additions to the site, which are required to insure proper operation of the equipment. If changes are required, they must be included in the Cost Quote.

No allowances will be made because of lack of knowledge of these conditions. Ignorance of the requirements will not relieve the Contractors of their liability and obligations under the contract. Contractors shall provide drawings of typical equipment room layouts, specifying floor space and electrical outlet requirements for each system, assuming maximum system capacities are ordered.

AUTHORIZED USER COMPLIANCE WITH LEGAL REQUIREMENTS:

Authorized users must comply with the following requirements under New York State Law:

- a. Identification of legal authority for system installation (i.e.: construction work is regulated by statute and not all agencies are authorized to perform such work).
- b. Payment of applicable Department of Labor Prevailing Wage Rates under Article 8 Labor Law.
- c. Compliance with state and local building codes. For each project undertaken, State Agencies must obtain a Construction Permit and an eventual Code Compliance Certificate from a Construction Permitting Agency. In accordance with NYCRR Title 19 Part 448, such agencies are so designated by the Department of State. Authorized Users, other than State Agencies, must obtain Construction Permits and Certificates of Code Compliance from the local building department having jurisdiction.

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- d. Plans and specifications that are certified and stamped by a NYS licensed architect or engineer.
- e. In OGS Buildings, obtain an approval from the appropriate Building Manager.

NYS FIRE ALARM SECURITY SYSTEMS INSTALLER LICENSE:

Section 69-M of the General Business Law and Title 19 NYCRR Reg. 195.2 provide that any person engaging in the business of installing, servicing or maintaining security or fire alarm systems must be licensed to do so.

Additional information regarding these requirements may be obtained from the New York State Department of State at:

<http://www.dos.state.ny.us/lcns/professions/sec-fireinstallers/install1.htm>

Contract holders awarded Lots 2-5 must provide proof of compliance with these requirements with the bid submission.

GENERAL REQUIREMENTS:

The following requirements are applicable for all contracts under award 20191.

- A. Neither drug use of any type, nor consumption of alcoholic beverages by the Contractor or its personnel shall be permitted on the premises.
- B. The Authorized User will not be liable for any expense incurred by the Contractor as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
- C. It is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.
- D. The Contractor shall be completely responsible for their work, including any damages or breakdowns caused by their failure to take appropriate action.
- E. Trained technicians are required to do all servicing. All technicians shall have at least two (2) years' experience on any systems being serviced (all labor).

CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITIES:

Procurement Services Group considers the prime contractor to be the sole contact with regard to all provisions of the contract(s) resulting from RFP 20191, to include payment of all charges resulting from the procurement and installation of the entire equipment and/or software configuration. In the event the contract includes hardware and/or software manufactured by another manufacturer or supplier, the Prime Contractor has assumed full responsibility for delivery, installation, maintenance, and support services for such items offered in the proposal. The Prime Contractor shall ensure that there is no interruption of service during implementation and shall assume responsibility for any related negotiations with local service providers.

SOFTWARE LICENSE AGREEMENTS:

Authorized Users are not permitted to sign, or agree to any Software License Agreement for the purchase, maintenance, installation, or systems integration of software for any contract issued under Group 77201-20191 unless it has been reviewed and/or approved by OGS and/or OSC and posted to the OGS Website. Agreeing to any non-approved Software License Agreement would violate Appendix B-1/Appendix B (Reference Page 6).

REFERENCES:

All contract holders **may be required** to provide references from its customers who have purchased products similar to those represented by on their contracts. References may be commercial or governmental accounts. If requested by the State or Authorized contract users the references shall include:

- a. Name, address, telephone number and fax number for the contact person.
- b. Number of years the bidder has supplied product(s) to the reference.
- c. The yearly sales volume the bidder has had with the reference.

If required, Authorized Users may utilize the forms on Pages 47 and 48 of this document.

NYS WORKER'S COMPENSATION/DISABILITIES BENEFITS INSURANCE REQUIREMENTS:

Please see below the following information regarding the NYS Worker's Compensation and Disability Benefits Insurance Requirements of NYS Law.

Effective September 9, 2007, all out-of-state employers with employees working in NYS are required to carry a full, statutory NYS workers' compensation insurance policy. An employer has a full, statutory NYS workers' compensation insurance policy when New York is listed in Item "3A" on the Information Page of the employer's workers' compensation insurance policy.

Accordingly, if an out-of-state employer is getting a permit, license or contract from a government agency in NYS, then that employer must fulfill requirements effective September, 2007 under Workers' Compensation Law Section 57. Also, every out-of-state employer doing any construction related activity in New York State is required to carry a full, statutory NYS workers' compensation insurance policy.

An out-of-state employer needs a New York State disability benefits insurance policy if the employer employs one or more individuals on each of at least 30 days in a calendar year in New York State.

If an out-of-state employer meets this criterion, the employer is required to carry a New York State disability benefits policy (The employer has four weeks from the completion of the 30th day of work by one or more individuals to obtain the disability benefits policy.) (Independent contractors are not considered to be employees under the Disability Benefits Law.)

The link below can be used for additional information:

http://www.wcb.state.ny.us/content/main/DisabilityBenefits/Employer/outOfStateEmp_DB.jsp

Also, questions regarding coverage requirements may be directed to the WCB Compliance Unit at 1-866-298-7830.

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The links below are to the applicable forms on the NYS Worker's Compensation Board website:

Workers Compensation - <http://www.wcb.state.ny.us/content/onlineforms/obtainC105.jsp>

Disability Benefits - <http://www.wcb.state.ny.us/content/onlineforms/obtainDB120-1.jsp>

Please Note: When issuing Purchase Orders against any of the following NYS Centralized Contracts, Authorized Users should use the following link to verify that the contractor has the required NYS Worker's Compensation and Disability Benefits Insurance:

<http://www.wcb.state.ny.us/icpocinq/icpocdisclaimer.jsp>

In particular, if an employee of a contractor or subcontractor performs any work (e.g. installing, integration, or maintaining equipment) physically inside New York State, they are required to obtain a NYS Worker's Compensation Policy.

If a contractor/subcontractor performs work inside New York for a cumulative total of 30 days per year, they are required to obtain NYS Disability Benefits Insurance.

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LIST OF CONTRACT HOLDERS:

NOTE: See individual contract items to determine actual awardees.

| <u>CONTRACT #</u> | <u>CONTRACTOR & ADDRESS</u> | <u>TELEPHONE #</u> | <u>FED.IDENT.#</u> |
|--------------------------|--|---------------------------|---|
| PT65664 NYS | Comfort Systems USA (Syracuse), Inc. d/b/a ABJ Fire Protection Co. 6500 NEW VENTURE GEAR DR East Syracuse, NY 11357 | | 160902042 NYS Vendor ID #: 1000028421 |
| PT65554 | Fieldprint, Inc. 400 Lippincott Drive, Suite 1 15 Marlton, NJ 08053 | | 26-3765524 NYS Vendor ID #: 1000049448 |
| PT65557 | Schneider Electric Buildings Americas, Inc. 210 Meadowlands Parkway Secaucus, NJ 07094 | | 75-2066352 NYS Vendor ID #: 1000032568 |
| PT65558 NYS | Technical Building Services, Inc. 12E Commerce Drive Ballston Spa, NY 12020 | | 14-1625459 NYS Vendor ID #: 1000027547 |

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INDEX OF AWARDS (LOTS & REGIONS) HOW TO USE CONTRACTS:

Notes:

1. See the PDF Document titled "Pricing Information" for complete contractor contact information.

Please see below a chart of the LOTS and Regions awarded to each contractor for Security Systems and Solutions. Please use the following link to go directly to the pricing information pages. At the beginning of each price list tab is a summary of the products and/or services available.

PLEASE NOTE: products and/or services not listed on a contractor's pricing tab MAY NOT BE awarded to that contractor and MAY NOT BE on contract. Please contact the OGS Contract Administrator listed on Page one of this document for any questions.

<http://www.ogs.ny.gov/purchase/snt/awardnotes/7720120191Prices.pdf>

| Contractor | Contract # | Lot I | Lot II | Lot III | Lot IV | Lot V |
|--|-------------------|----------------|----------------|----------------|---------------|----------------|
| Comfort Systems USA (Syracuse), Inc. d/b/a ABJ Fire Protection Co. | PT65664 | | | Regions 6-9 | | |
| Fieldprint, Inc. | PT65554 | | | | | Statewide |
| Schneider Electric Buildings Americas, Inc. | PT65557 | Regions 1-3 | | Regions 1-3 | | |
| Technical Building Services, Inc. | PT65558 | Regions 3-6 | Regions 3-6 | Regions 3-6 | | Regions 3-6 |

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LIST OF SUBCONTRACTORS:

Please see below the following link to the Pricing and Contract Information Page:

<http://www.ogs.ny.gov/purchase/snt/awardnotes/7720120191Prices.pdf>

NOTE: DCJS and FBI Certified Specifications

Authorized Users:

OGS incorporated DCJS and FBI Certified Specifications into RFP 20191 (See Section I.3.8, pages 11-18). For any additional information regarding these specifications, Authorized Users should contact the following DCJS employee:

Jerry Nimick.

Phone: 1-800-262-3257

E-Mail: Jerry.Nimick@dcjs.state.ny.us

The telephone number listed above is to the DCJS Customer Contact Center (CCC). Authorized Contract Users can call the CCC and dial by last name to reach Mr. Nimick.

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ATTACHMENT 1: REFERENCE FORMS FOR USE BY AUTHORIZED USERS

PROJECT REFERENCES / CLIENT INFORMATION
ONLY REQUIRED IF REQUESTED
REFERENCE FORM
(Submit one form per reference)
BIDDERS INFORMATION

Bidding Company / Contact Person: _____/_____

Contact Person Telephone Number: _____

PROJECT REFERENCE / CUSTOMER'S INFORMATION

Customer Name _____

Customer Address _____

Contact Person _____

Telephone Number _____

Facsimile Number _____

E-Mail Address _____

Date Range of Service _____ thru _____

Dollar Value of Project / Contract _____

Description of Equipment/Solution provided: _____

ATTACHMENT 2: 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, 37th Floor
Corning Tower - Empire State Plaza
Albany, New York 12242
* * * *

(continued)

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>

SUPPLEMENTAL CONTRACT AWARD NOTIFICATION

February 14, 2012

| | | |
|--------------------------------|---|---|
| Title | : | Group 77201 Security Systems & Solutions (Statewide) Classification Code(s): 32, 43, 46, 92 |
| Award Number | : | <u>20191</u> (Replaces Awards PGB-01057, PGB-19110, PGB-18735, PGB-3711, PGB-4509, 02204, PGB-02360, PGB-02455, PGB-02456, C-4476) |
| Contract Period | : | August 27, 2007 through August 26, 2015 Note: See Individual Contracts for Actual Term |
| Bid Opening Date | : | September 21, 2010 |
| Date of Issue | : | January 31, 2012 |
| Specification Reference | : | As Incorporated In The RFP |
| Contractor Information | : | Appears on Page 547 of this Award |

Address Inquiries To:

| State Agencies & Vendors | Political Subdivisions & Others |
|---|--|
| Name : Joseph Better Title : Purchasing Officer 1 Phone : 518-474-7101 Fax : 518-486-6867 E-mail : Joseph.better@ogs.ny.gov | Procurement Services Group Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.ny.gov |

**The Procurement Services Group values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

SECURITY SYSTEMS AND SOLUTIONS

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SCOPE:

The New York State Office of General Services (OGS), Procurement Services Group (PSG) established comprehensive catalog contracts for Security Systems and Solutions. Contract(s) are for Security Products, Installation, System Integration and Maintenance.

Contract(s) were awarded on the basis of best value to responsive, responsible, and compliant contractors within each LOT. Contracts were awarded both Statewide and by Region. The contracts will be issued for a term of up to five (5) years and may be renewed for an additional five (5) year term. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years.

Maintenance Contract terms (i.e., those terms of the contract related to maintenance) can survive the original contract term or any extensions for a period of 3 years. This is meant to include preventive maintenance, remedial maintenance as well as ongoing moves, additions and changes of equipment and software upgrades to the basic system.

The contracts contain provisions for the addition of new products and emerging technologies. The State reserves the right to make additional awards utilizing the Periodic Recruitment provisions of RFP 20191. This will ensure that there are a variety of contractors represented, and that installation and service requirements are adequately addressed. The State reserves the right to award future contracts to the next best value qualified Bidder in the event of default or cancellation of a previously awarded contract.

These contracts will be for Authorized Users of New York State contracts, which include New York State Agencies and others authorized by law (see NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS section). Accordingly, references to the State and its Agencies as users under these contracts encompass and include other users such as these entities.

ALARM AND SIGNAL SYSTEMS
ALARM SYSTEMS – WIRELESS
BIOMETRIC ACCESS CONTROL
CAMERAS/LENSES
CCTV SYSTEMS
DVR'S
ELECTRONIC ACCESS CONTROL
ELECTRONIC ARTICLE SURVEILLANCE
FIRE PROTECTION/DETECTION/CONTROLS
GEOGRAPHIC POSITIONING SYSTEMS
GUARD TOUR SYSTEMS
ID CARD PRINTERS, READERS, CARDS, BADGES, ACCESSORIES
ID EQUIP. ELECTRONIC CARD ID SYSTEM
ID EQUIPMENT, ELECTRONIC
INTEGRATED SECURITY SYSTEMS
INTRUSION DETECTION/CONTROLS
LOCKING HARDWARE
MONITORING EQUIPMENT
OTHER PHYSICAL SECURITY (LIGHTING/SAFES/ETC.)
OUTDOOR PERIMETER (FENCES/GATES/ETC.)
PORTALS, TURNSTILES, ETC
RECORDING EQUIPMENT
SECURITY MANAGEMENT SOFTWARE
SECURITY OFFICE – PRODUCTS

TRAINING/EDUCATION
VIDEO/CCTV SYSTEMS & SURVEILLANCE
BUILDING AUTOMATION SYSTEMS
ENERGY MANAGEMENT SYSTEMS
CLIMATE/TEMPERATURE CONTROL & MONITORING SYSTEMS

LOTS:

Catalog contracts were awarded according to LOTS and Region or Statewide. The RFP has been divided into the following LOTS:

- LOT 1: Product Only
- LOT 2: Product & Maintenance
- LOT 3: Product, Installation, Integration & Maintenance
- LOT 4: Installation Only
- LOT 5: Integration Only [Actions required to join an existing and new system into an integrated application or to connect various components of new applications into a centralized system]

REGIONS:

The RFP covered the following counties in the nine regions listed below:

| Regions | Areas | Counties |
|----------|-------------|--|
| Region 1 | Long Island | Nassau Suffolk |
| Region 2 | New York | Bronx Kings New York Queens Richmond |
| Region 3 | Westchester | Dutchess Putnam Westchester |
| Region 4 | Ulster | Orange Rockland Sullivan Ulster |
| Region 5 | Albany | Albany Columbia Delaware Fulton Greene Montgomery Otsego Rensselaer Schenectady Schoharie |
| Region 6 | Adirondack | Clinton Essex Franklin Hamilton Saratoga Warren |

| | | |
|----------|--------------|--|
| | | Washington |
| Region 7 | Syracuse | Cayuga Herkimer Jefferson Lewis Madison Oneida Onondaga Oswego St. Lawrence |
| Region 8 | Finger Lakes | Broome Chemung Chenango Cortland Livingston Monroe Ontario Schuyler Seneca Steuben Tioga Tompkins Wayne Yates |
| Region 9 | Buffalo | Allegany Cattaraugus Chautauqua Erie Genesee Niagara Orleans Wyoming |

APPENDIX A:

Appendix A, Standard Clauses For New York State Contracts, dated September 2004, attached hereto, is hereby expressly made a part of these Contracts as fully as if set forth at length herein

APPENDIX B:

Appendix B, Office of General Services General Specifications dated June 2006, attached hereto, is hereby expressly made a part of any Contracts awarded or amended (expanded to include new Lots and/pr Regions) on or after September 23, 2008 as fully as if set forth at length herein and shall govern any situations not covered by the following Contracts resulting from RFP 20191, dated 8/27/10 or Appendix A.

RFP 20191:

RFP 20191, Security Systems and Solutions, Issued 8/3/2010, Revised August 27, 2010 attached hereto, is hereby expressly made a part of any Contracts awarded or amended (expanded to include new Lots and/or Regions) on or after September 21, 2010 as fully as if set forth at length

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herein and shall govern any situations not covered by this Contract resulting from Appendix B or Appendix A.

CONFLICT OF TERMS:

Unless otherwise set forth in the procurement or contract documents, conflicts among documents shall be resolved in the following order of precedence:

- a. **Appendix A** (Standard Clauses for NYS Contracts)
- b. **Mini-Bid Project Definition** if applicable and in accordance with the terms and conditions of the Back-Drop Contract.
- c. **Contract and other writing(s)** setting forth the final agreements, clarifications and terms between the Bid Documents and Contractor's Bid. In the latter circumstance, clarifications must specifically note in writing what was offered by the Contractor and what was accepted by the State. If not, such clarifications shall be considered last in the order of precedence under this paragraph.
- d. **Bid Documents** (Other than Appendix A).
 - i. Bid Specifications prepared by the Authorized User.
 - ii. Appendix B (General Specifications).
 - iii. Incorporated Contract Appendices, if any, following the order of precedence as stated for Contract above.
- e. **Contractor's Bid or Mini-Bid Proposal**.
- f. **Unincorporated Appendices** (if any).

PARTICIPATION IN CENTRALIZED CONTRACTS:

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B clause 39. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www.ogs.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 awarded as a result of RPF 20191 may be extended to additional states or government jurisdictions upon mutual written agreement between New York State (the lead contract State) and the Contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extension.

TERM OF CONTRACT:

The term of the Contract will commence upon approval by the Office of State Comptroller and issuance by the Office of General Services and will continue until August 26, 2012, and may be renewed for five (5) years. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years. The Contractor's authority to sell Security Systems and Solutions shall expire upon the termination of the purchase portion of the Contract as indicated above even though authorized users will be able to have maintenance continue past the contract expiration date.

Maintenance Contract terms (i.e., those terms of the contract related to maintenance) can survive the original contract term or any extensions for a period of 3 years. This is meant to include preventive maintenance, remedial maintenance as well as ongoing moves, additions and changes of equipment and software upgrades to the basic system.

TERMINATION OF CONTRACT:

Please refer to Appendix B Clause 60 for the circumstances permitting Termination for Cause and Termination for Convenience.

STOP WORK ORDER:

The Office of General Services reserves the right to stop the work covered by contract(s) resulting from RFP 20191 at any time that it is deemed the successful Contractor is unable or incapable of performing the work to their satisfaction. In the event of such stoppage, the Office of General Services shall have the right to arrange for the completion of the work in such manner as it may deem advisable and, if the resulting cost exceeds the amount of the bid, the successful Contractor shall be liable to the State of New York for any increase in cost.

CANCELLATION FOR CONVENIENCE:

In addition to rights afforded in Appendix B Clause 60, The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

NOTE TO CONTRACTOR:

Cash Discount, If Shown, Should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE

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SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR EQUAL EMPLOYMENT AND BUSINESS PARTICIPATION OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND NEW YORK STATE CERTIFIED MINORITY/WOMEN-OWNED BUSINESSES:

In accordance with Article 15-A of the New York State Executive Law (Participation by Minority Group Members and Women with Respect to State Contracts) and in conformance with the Regulations promulgated by the Minority and Women’s Business Development Division of the New York State Department of Economic Development set forth at 5 NYCRR Parts 140-144, the Offerer/Contractor agrees to be bound by the following to promote equality of economic opportunities for minority group members and women, and the facilitation of minority and women-owned business enterprise participation on all covered OGS contracts.

- a. Equal Employment Opportunity Requirements
By submission of a bid or proposal in response to this solicitation, the Offerer agrees with all of the terms and conditions of Appendix A including Clause 12 – Equal Employment Opportunities for Minorities and Women. The contractor is required to ensure that the provisions of Appendix A clause 12 – Equal Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.
- b. Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses
Authorized Users are encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers on this contract for the provision of services and materials. To locate New York State Certified M/WBEs, the directory of Certified Businesses can be viewed at: http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services Group supports and encourages the purchase of recycled, remanufactured, energy efficient and “energy star” products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

| | |
|----------|---------------------------|
| RS,RP,RA | Recycled |
| RM | Remanufactured |
| SW | Solid Waste Impact |
| EE | Energy Efficient |
| E* | EPA Energy Star |
| ES | Environmentally Sensitive |

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EPA ENERGY STAR PROGRAM:

The Federal EPA, in cooperation with manufacturers, continues a program to foster the manufacture of energy efficient equipment. New York State fully supports this effort.

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing all contracts awarded as a result of RFP 20191. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in the case of multiple awards for the same or similar equipment or systems, authorized users should contact multiple contract holders to ensure they receive the best possible prices. Contracts issued as a result of RFP 20191 contain “not to exceed pricing” and authorized users should always seek better pricing when issuing a purchase order. Authorized Users are encouraged to seek quotes from multiple contractors and/or negotiate for better pricing. Authorized Users should always follow their Internal Procurement Guidelines and Best Practices and maintain a detailed Procurement Record.

Authorized users have the responsibility to document their purchasing decisions, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

PURCHASE ORDER PREPARATION:

See “Purchase Orders” in Appendix B-1/Appendix B, item 44 OGS General Specifications.

If there is a discrepancy between the purchase order and what is listed on contract, it is the contractor’s obligation as a condition of payment to clarify and resolve what is to be actually shipped by contacting ordering agency.

CONTRACT PAYMENTS:

Contract payments cannot be processed by New York State agencies and other authorized users until the contract products have been delivered and accepted. Invoices for such payment must contain sufficient data including, but not limited to, New York State’s Contract Number, New York State Vendor ID Number, description of product, quantity, unit and price per unit as well as federal identification number. See “Contract Billings” in Appendix B-1/Appendix, OGS General Specifications.

The Contractor will submit an invoice after Acceptance or, in the case of “drop-ship” Products, after the Authorized User receives all the Products listed on the Purchase Order. If the invoice is issued before either of these actions, it is the Authorized User’s responsibility to write a letter to the Contractor stipulating the requirement for Acceptance or receipt of Product to occur prior to

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invoicing. This will stop the clock for the application of State Finance Law Article XI-A, item 15. After the receipt and/or Acceptance, all necessary Authorized User, OSC, etc. documents must be processed for payment of the invoice.

The voucher or invoice will contain the Contract ID number, the name of the Authorized User; the location where service was performed; and, either in its body or as an attachment will contain a copy of the report itemizing the Product received and/or the work completed during that time period.

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an “electronic payment” option in lieu of issuing checks. Contact OSC to obtain an information packet at 518-474-4032 or e-mail to epunit@osc.state.ny.us or visit their website at www.osc.state.ny.us.

NEW YORK STATE PROCUREMENT CARD:

See “Procurement Card” in Appendix B, OGS General Specifications.

The following Contractors will accept the New York State Procurement Card for orders up to \$15,000.00 with no additional discount:

1. GM Data Communications, Inc.
2. Networked Educational Technologies, Ltd. d/b/a CSDNet

MINIMUM ORDER:

Minimum order shall be \$100.00

Contractor may elect to honor orders for less than the minimum order.

PREVAILING WAGES:**A. “PUBLIC WORKS” AND “BUILDING SERVICES”**

Bidders must refer to Appendix B, Clause 17 for a full description of these subjects.

B. PREVAILING WAGE RATE APPLICABLE TO BID SUBMISSIONS NYS DEPT. OF LABOR**PREVAILING WAGE RATE SCHEDULES**

ALL PUBLIC WORKS AND BUILDING SERVICE CONTRACTS, REGARDLESS OF DOLLAR VALUE, REQUIRE THE PAYMENT OF PREVAILING WAGES AND SUPPLEMENTS AS ESTABLISHED BY LAW BY THE DEPARTMENT OF LABOR. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in monetary fines or debarment from bidding and awarding of contracts.

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NOTE: CONTRACTORS AND SUBCONTRACTORS ARE FURTHER REQUIRED TO POST THE PREVAILING WAGE RATES IN A PROMINENT AND ACCESSIBLE PLACE AT THE WORK SITE. Vendor is solely responsible for confirming subsequent changes to the posted rates and for paying the prevailing rates at all times during the contract term.

This is a Public Works project. The Bidder must use the labor rates and must adhere to Department of Labor rules and regulations in the payment to employees **Notice: Prevailing Labor Rates from the NYS Department of Labor are available on the web site.**

C. WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM

The wages to be paid under any contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the contract term that apply to the classes of individuals supplied by the contractor on any projects which result from this contract which is subject to the provisions of this article. Contractor is solely liable for and must pay such required prevailing wage adjustments during the contract term as required by law.

D. DAY'S LABOR – DEFINED FOR ARTICLE 8, PUBLIC WORKS (FOR PURPOSES OF ARTICLE 8 OF THE LABOR LAW)

No laborer, workers or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. 'Extraordinary emergency' shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the industrial commissioner for the preservation of the contract site and for the protection of the life and limb of the persons using the contract site.

E. ADJUSTMENTS TO THE PREVAILING WAGE RATE SCHEDULES

On or after the date of adjustments to Prevailing Wage Rates by the NYS Department of Labor, the Contractor shall be granted an increase or decrease in the contract wage rates dependent upon fluctuations in the latest published Prevailing Wage Rates published by the NYS Department of Labor.* The prevailing wage rates are available online at:

<http://wpp.labor.state.ny.us/wpp/showSearchWageSchedulePublic.do?method=showIt>

*The contractor has the sole responsibility to submit a request for a price adjustment to the Office of General Services on or after the applicable anniversary date (new prevailing wage rate schedule, PRC# 2008002488, issued by Department of Labor) and shall provide a copy of both the original and new wage rate schedules and other supporting documentation necessary to support the increase or decrease. See Contract Update procedures. The State reserves the right to make the appropriate adjustment determined in accordance with the above methodology.

F. ADJUSTMENTS TO LABOR RATES NOT COVERED BY PREVAILING WAGE RATE SCHEDULES

Requests for adjustments to labor rates for titles not covered by prevailing wage rate schedules issued by the Department of Labor (and GSA-based pricing schedules) may be submitted on or after the first anniversary of contract award (and on or after the subsequent anniversaries) utilizing the regular add process. These types of adjustments will be limited to the CPI or 5%, whichever is less.

PRICE SHEETS AND CATALOGS:

Upon request, Contractor(s) shall be required to furnish, without charge, catalog and price lists identical to those accepted with their bid, including any changes (additions, deletions, etc.) pursuant to the contract, to authorized users. Catalogs and price lists provided must reflect all products excluded from the resultant contract either through the omission of those portions or by obvious indications within the catalogs and price lists.

Catalogs and price lists may be furnished in either hard-copy or electronic format. If available in both formats, they shall be furnished in the format preferred by the requesting authorized user. Upon request the contractor shall assist authorized users in the use of catalogs and price lists.

INSTRUCTION MANUAL:

Simultaneous with delivery, the contractor(s) shall furnish to the authorized user a complete instruction manual for the product and for each component supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, schematic and wiring diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

PRICING/LABOR RATES:

All net prices **INCLUDE** all applicable shipping and handling (F.O.B. Destination the dock/delivery location of the Authorized User, refer to Appendix B-1/Appendix B, item 47b Shipping/Receipt of Product and Clause 48 "Title and Risk of Loss"), insurance, customs duties and charges, and associated delivery charges and such charges are included in the discount.

All services rates include travel time and costs incurred for travel to the site. The rates and charges for the Product and for the installation and maintenance of the Product include all travel and costs associated with accessing the installation site.

The "not to exceed" rates for the Contractors are posted on the OGS website. There is a NYS Net Price Sheet for each Contractor and LOT/Region awarded. To view the NYS Net Price Sheets, go to www.ogs.ny.gov, point on "Procurement Contracting Services," then click on "Contracts", then click on "Search Contracts", and enter the Group Number and Award Number on the front page of the Contract Award Notification into the search fields.

GENERAL MAINTENANCE PROVISIONS:

1. If the State and its Authorized Users elects to purchase any system or piece of equipment provided under any contract awarded as a result of RFP 20191, all required maintenance will be provided under the warranty provisions during the first year **subsequent to Acceptance of the system**. However, if at any time during the first year or any subsequent maintenance period, service is performed on the equipment by anyone other than the Contractor, without the Contractor's consent, or if the equipment is removed from the premises without the Contractor's supervision and consent, then at the option of the Contractor, the maintenance contract may become null and void for those items of equipment affected by the prohibitions. The Contractor shall notify the Authorized User and OGS Procurement Services Group of any such cancellation within 30 business days. PSG reserves the right to review the validity of such cancellation with the Contractor and Authorized User and take appropriate action.
2. The Contractor shall not be obligated to repair damage caused by fire or other casualty (except that caused by the Contractor), willful or grossly negligent operation or handling of the Equipment by the Authorized User's employees. Trained personnel from the Authorized User may, without the Contractor's prior written consent, make modifications in the Authorized User's database for station moves and changes. Should the Contractor's consent be required, it shall not be unreasonably withheld. The Authorized User shall be responsible for updating of all records associated with their modifications.
3. Following the first year of warranty service, authorized users will have the option to continue maintenance unless the Authorized User, upon notice to the Contractor, discontinues coverage. Maintenance shall be provided for all equipment acquired, including moves, additions, and changes that take place after installation. Maintenance costs must be set forth in the contract holder's NYS Net Pricing Pages. Maintenance contract terms may extend beyond the term of this contract.
4. The State will pay monthly in arrears for any services utilized for maintenance, service, and parts in accordance with the Contractor's established rates. Contract Holders may offer Prepaid Annual Maintenance with a minimum additional 10% or greater discount. The Authorized User has the right not to utilize the monthly maintenance contract and use Time and Materials Rates instead. Rates are to be adjusted monthly in arrears by Contractor for increases and decreases in equipment covered by maintenance.
5. The Authorized User shall not be required to purchase maintenance for use of product, and may discontinue maintenance at the end of any current maintenance term upon 30 days written notice to Contractor prior to the end of the term. In the event that the Authorized User has elected not to purchase monthly maintenance, or the Authorized User has discontinued such purchased maintenance, the Authorized User may acquire maintenance on a T&M basis only, at any time thereafter. The Authorized User may return to a monthly maintenance contract at any time subsequent to a previous discontinuance of maintenance. Authorized users may request a reinstatement of a previously cancelled monthly maintenance contract at any time. Actual reinstatement will occur after contractor's inspection of any equipment covered by said maintenance. Inspection must occur within 30 days of the Authorized Users request.

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6. The Contract Holder shall provide per hour rates for maintenance provided during the course of providing equipment or implementing a complete and working system. Maintenance shall include items such as design and engineering, project management, training, acceptance testing, inspection, monitoring, and document generation. Current Contract Holders also offer Time and Material rates for emergency and non-emergency on-site/remote access maintenance during normal business hours, emergency and non-emergency on-site/remote maintenance outside of normal business hours.

REMEDIAL MAINTENANCE

Whether the Authorized User elects to subscribe to monthly maintenance or Time and Materials (T&M), remedial maintenance shall be performed after the Authorized User notifies the Contractor that the equipment is inoperable or unsuitable for operation. The Maintenance Center will be responsible for insuring that service for each request is provided in accordance with the following:

- A. Priority Emergency Service - A "Priority Emergency" is a situation involving a major malfunction of the security products or system service, which is defined as the inability of 10% or more of the security products or systems (including, but not limited to: security cameras, fire alarms and the software for the same) to not operate correctly. The Contractor shall respond* in Priority Emergencies within two (2) continuous hours following notification by the Authorized User. Authorized Users reserve the right to require a more stringent definition of a Priority Emergency at time of purchase.
- B. Emergency Service - An "Emergency" is a situation involving a "critical" System failure in the opinion of the Authorized User. The Contractor shall respond* in Emergencies within three (3) continuous business hours after Authorized User notifies Contractor of the emergency.
- C. Non-Emergency Service - A "Non-Emergency" is a situation involving a System failure of a scope less than that described for an Emergency. The Contractor shall respond* in Non-Emergencies within six (6) continuous business hours after Authorized User notifies Contractor of the malfunction.

***"Respond" (for Sec. II.9.4)** shall be when the contract holder commences performing remedial maintenance. "Commence Performing" is when a qualified and prepared technician is actually working on, examining, or in some way servicing the system with a malfunction to attempt to correct the problem. **Scheduling, simply returning a phone call, having an untrained representative/unprepared technician arrive on site, etc. do not constitute meeting the Response Time Requirements.**

The above response limitation includes travel time. Remedial maintenance must be available twenty-four hours per day, seven days per week, including New York State legal holidays. Details of how the supplier will meet this level of responsiveness, and how any exception will be dealt with must be described in the Bidder's proposal in Appendix C.

Contractors must provide a local telephone number for the facility. If a service or maintenance call to the service center would result in the requesting Authorized User incurring toll charges, the Contractor must provide a toll free telephone number (i.e. 800 or 888 number, Collect Call). This excludes local message units. A national toll-free number for service and dispatch of local technicians is acceptable.

If the Contractor does not perform according to the contract, the Authorized User reserves the right to contract with another maintenance company. The difference in cost, if any, between the two will be borne by the Contractor named in this contract. If the Contractor subcontracts any portion of the service, the subcontractor must be approved by OGS.

MAINTENANCE SERVICES FOR PRODUCTS PURCHASED OUTSIDE AWARD 20191:

In addition, maintenance services for systems/equipment not purchased from contracts established for Security Systems and Solutions as a result of RFP 20191 may be purchased from contract holders awarded contracts for LOTS 2 and 3 under the following conditions:

1. Authorized Users are allowed to purchase replacement parts and monthly maintenance for systems/equipment purchased outside of the Award 20191, if the replacement parts and monthly maintenance rates for the systems/equipment are on the Contractor's NYS Net Price sheets. See bullet # 3.
2. Authorized Users would be allowed to purchase Time and Material maintenance for any products offered by a contractor (requiring a Manufacturer's Guarantee for all products not manufactured by the contractor), even if the specific product is not on the Contractor's NYS Net Price Sheets. See bullet #3.
3. The Contractor would be required to establish maintenance rates at or below the rates listed on their NYS Net Price Sheets and add to the contract prior to sale via the contract update procedures.
4. Contractors are not obligated to provide the Authorized Users maintenance service for systems/equipment not purchased from the NYS Security Systems and Solutions Contracts.
5. The Contractor will inspect the system/equipment to make a determination as to whether or not they wish to provide the Authorized User maintenance. *Any rates for the inspection service will be at or below the hourly or per inspection rates listed on the Contractors' NYS Net Price Sheets.* Contractors may refuse to offer maintenance on previously purchased equipment, *due to age, condition, availability of parts, etc.*
6. The availability of maintenance services for systems/equipment not purchased from contracts for Security Systems and Solutions established as a result of RFP 20191 will end at the same time as the maintenance contracts for systems/equipment purchased under Award 20191. (see Section 1.1 above)

EXAMINATION OF SITES AND SPECIFICATIONS:

At the discretion of the Authorized User and prior to the issuance of the Cost Quote, Contractors **may be required to perform a site visit at the associated installation location** to become familiar with any local condition, which may in any manner affect the work to be done, as well as equipment, materials, labor, or services required. Contractors are required to examine carefully the specifications and to familiarize themselves thoroughly concerning any conditions and requirements that may in any manner affect the work to be performed under the contract. During the site visit, the Authorized User will indicate placement of all equipment. In addition, Contractors should specify if there are any required modifications or additions to the site, which are required to insure proper operation of the equipment. If changes are required, they must be included in the Cost Quote.

No allowances will be made because of lack of knowledge of these conditions. Ignorance of the requirements will not relieve the Contractors of their liability and obligations under the contract.

Award 20191

Contractors shall provide drawings of typical equipment room layouts, specifying floor space and electrical outlet requirements for each system, assuming maximum system capacities are ordered.

AUTHORIZED USER COMPLIANCE WITH LEGAL REQUIREMENTS:

Authorized users must comply with the following requirements under New York State Law:

- a. Identification of legal authority for system installation (i.e.: construction work is regulated by statute and not all agencies are authorized to perform such work).
- b. Payment of applicable Department of Labor Prevailing Wage Rates under Article 8 Labor Law.
- c. Compliance with state and local building codes. For each project undertaken, State Agencies must obtain a Construction Permit and an eventual Code Compliance Certificate from a Construction Permitting Agency. In accordance with NYCRR Title 19 Part 448, such agencies are so designated by the Department of State. Authorized Users, other than State Agencies, must obtain Construction Permits and Certificates of Code Compliance from the local building department having jurisdiction.
- d. Plans and specifications that are certified and stamped by a NYS licensed architect or engineer.
- e. In OGS Buildings, obtain an approval from the appropriate Building Manager.

NYS FIRE ALARM SECURITY SYSTEMS INSTALLER LICENSE:

Section 69-M of the General Business Law and Title 19 NYCRR Reg. 195.2 provide that any person engaging in the business of installing, servicing or maintaining security or fire alarm systems must be licensed to do so.

Additional information regarding these requirements may be obtained from the New York State Department of State at:

<http://www.dos.ny.gov/licensing/alarminstall/alarm.html>

Contract holders awarded Lots 2-5 must provide proof of compliance with these requirements.

GENERAL REQUIREMENTS:

The following requirements are applicable for all contracts under award 20191.

- A. Neither drug use of any type, nor consumption of alcoholic beverages by the Contractor or its personnel shall be permitted on the premises.
- B. The Authorized User will not be liable for any expense incurred by the Contractor as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
- C. It is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.
- D. The Contractor shall be completely responsible for their work, including any damages or breakdowns caused by their failure to take appropriate action.

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- E. Trained technicians are required to do all servicing. All technicians shall have at least two (2) years' experience on any systems being serviced (all labor).

CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITIES:

Procurement Services Group considers the prime contractor to be the sole contact with regard to all provisions of the contract(s) resulting from RFP 20191, to include payment of all charges resulting from the procurement and installation of the entire equipment and/or software configuration. In the event the contract includes hardware and/or software manufactured by another manufacturer or supplier, the Prime Contractor has assumed full responsibility for delivery, installation, maintenance, and support services for such items offered in the proposal. The Prime Contractor shall ensure that there is no interruption of service during implementation and shall assume responsibility for any related negotiations with local service providers.

SOFTWARE LICENSE AGREEMENTS:

Authorized Users are not permitted to sign, or agree to any Software License Agreement for the purchase, maintenance, installation, or systems integration of software for any contract issued under Group 77201-20191 unless it has been reviewed and/or approved by OGS and/or OSC and posted to the OGS Website. Agreeing to any non-approved Software License Agreement would violate /Appendix B (Reference Page 6).

REFERENCES:

All contract holders **may be required** to provide references from its customers who have purchased products similar to those represented by on their contracts. References may be commercial or governmental accounts. If requested by the State or Authorized contract users the references shall include:

- a. Name, address, telephone number and fax number for the contact person.
- b. Number of years the bidder has supplied product(s) to the reference.
- c. The yearly sales volume the bidder has had with the reference.

If required, Authorized Users may utilize the forms on Pages 47 and 48 of this document.

NYS WORKER'S COMPENSATION/DISABILITIES BENEFITS INSURANCE REQUIREMENTS:

Please see below the following information regarding the NYS Worker's Compensation and Disability Benefits Insurance Requirements of NYS Law.

Effective September 9, 2007, all out-of-state employers with employees working in NYS are required to carry a full, statutory NYS workers' compensation insurance policy. An employer has a full, statutory NYS workers' compensation insurance policy when New York is listed in Item "3A" on the Information Page of the employer's workers' compensation insurance policy.

Accordingly, if an out-of-state employer is getting a permit, license or contract from a government agency in NYS, then that employer must fulfill requirements effective September, 2007 under Workers' Compensation Law Section 57. Also, every out-of-state employer doing any construction related activity in New York State is required to carry a full, statutory NYS workers' compensation insurance policy.

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An out-of-state employer needs a New York State disability benefits insurance policy if the employer employs one or more individuals on each of at least 30 days in a calendar year in New York State.

If an out-of-state employer meets this criterion, the employer is required to carry a New York State disability benefits policy (The employer has four weeks from the completion of the 30th day of work by one or more individuals to obtain the disability benefits policy.) (Independent contractors are not considered to be employees under the Disability Benefits Law.)

The link below can be used for additional information:

http://www.wcb.ny.gov/content/main/DisabilityBenefits/Employer/outOfStateEmp_DB.jsp

Also, questions regarding coverage requirements may be directed to the WCB Compliance Unit at 1-866-298-7830.

The links below are to the applicable forms on the NYS Worker's Compensation Board website:

Workers Compensation - <http://www.wcb.ny.gov/content/onlineforms/obtainC105.jsp>

Disability Benefits - <http://www.wcb.ny.gov/content/onlineforms/obtainDB120-1.jsp>

Please Note: When issuing Purchase Orders against any of the following NYS Centralized Contracts, Authorized Users should use the following link to verify that the contractor has the required NYS Worker's Compensation and Disability Benefits Insurance:

<http://www.wcb.state.ny.us/icpocinq/icpoddisclaimer.jsp>

In particular, if an employee of a contractor or subcontractor performs any work (e.g. installing, integration, or maintaining equipment) physically inside New York State, they are required to obtain a NYS Worker's Compensation Policy.

If a contractor/subcontractor performs work inside New York for a cumulative total of 30 days per year, they are required to obtain NYS Disability Benefits Insurance.

Award 20191

LIST OF CONTRACT HOLDERS:

NOTE: See individual contract items to determine actual awardees.

| <u>CONTRACT #</u> | <u>CONTRACTOR & ADDRESS</u> | <u>TELEPHONE #</u> | <u>FED.IDENT.#</u> |
|----------------------------|---|--------------------|---|
| PT65438 SBE - 10 NYS | GM Data Communications, Inc. 40 Woodbine Court Floral Park, NY 11001 Nassau County Full Value = \$500,000.00 State = \$250,000.00 Non-State = \$250,000.00 | | 20-2468886 NYS Vendor ID #: 1000049148 |
| PT65556 SBE - 52 NYS | Networked Educational Technologies, Ltd. d/b/a CSDNET 874 Montauk Hwy Bayport, NY 11705 Suffolk County Full Value = \$500,000.00 State = \$250,000.00 Non-State = \$250,000.00 | | 11-3410788 NYS Vendor ID #: 1100008294 |

Award 20191

INDEX OF AWARDS (LOTS & REGIONS) HOW TO USE CONTRACTS:

Notes:

1. See the PDF Document titled "Pricing Information" for complete contractor contact information.

Please see below a chart of the LOTS and Regions awarded to each contractor for Security Systems and Solutions. Please use the following link to go directly to the pricing information pages. At the beginning of each price list tab is a summary of the products and/or services available.

PLEASE NOTE: products and/or services not listed on a contractor's pricing tab MAY NOT BE awarded to that contractor and MAY NOT BE on contract. Please contact the OGS Contract Administrator listed on Page one of this document for any questions.

<http://www.ogs.ny.gov/purchase/snt/awardnotes/7720120191Prices.pdf>

| Contractor | Contract # | Lot I | Lot II | Lot III | Lot IV | Lot V |
|---|-------------------|--------------|---------------|----------------|---------------|--------------|
| GM Data Communications, Inc. | PT65438 | | | Regions 1-3 | | |
| Networked Educational Technologies, Ltd. d/b/a CSDNet | PT65556 | | | Region 1 | | |

LIST OF SUBCONTRACTORS:

Please see below the following link to the Pricing and Contract Information Page:

<http://www.ogs.ny.gov/purchase/snt/awardnotes/7720120191Prices.pdf>

NOTE: DCJS and FBI Certified Specifications

Authorized Users:

OGS incorporated DCJS and FBI Certified Specifications into RFP 20191 (See Section I.3.8, pages 11-18). For any additional information regarding these specifications, Authorized Users should contact the following DCJS employee:

Jerry Nimick.

Phone: 1-800-262-3257

E-Mail: Jerry.Nimick@dcjs.state.ny.us

The telephone number listed above is to the DCJS Customer Contact Center (CCC). Authorized Contract Users can call the CCC and dial by last name to reach Mr. Nimick.

Award 20191

ATTACHMENT 1: REFERENCE FORMS FOR USE BY AUTHORIZED USERS

PROJECT REFERENCES / CLIENT INFORMATION

ONLY REQUIRED IF REQUESTED

REFERENCE FORM

(Submit one form per reference)

BIDDERS INFORMATION

Bidding Company / Contact Person: _____/_____

Contact Person Telephone Number: _____

PROJECT REFERENCE / CUSTOMER'S INFORMATION

Customer Name _____

Customer Address _____

Contact Person _____

Telephone Number _____

Facsimile Number _____

E-Mail Address _____

Date Range of Service _____ thru _____

Dollar Value of Project / Contract _____

Description of Equipment/Solution provided: _____

ATTACHMENT 2: 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, 38th Floor
Corning Tower - Empire State Plaza
Albany, New York 12242
* * * *

(continued)



Contract Award Notification

SUPPLEMENTAL CONTRACT AWARD NOTIFICATION

June 23, 2016

| | |
|--------------------------------|--|
| Title | : Group 77201 Security & Facility Systems & Solutions (Statewide) Classification Code(s): 32, 43, 46, 92 |
| Award Number | : 20191 (Replaces Awards PGB-01057, PGB-19110, PGB-18735, PGB-3711, PGB-4509, 02204, PGB-02360, PGB-02455, PGB-02456, C-4476) |
| Contract Period | : August 27, 2007 through August 26, 2020 Note: See Individual Contracts for Actual Term |
| Bid Opening Date | : October 7, 2014 |
| Date of Issue | : June 23, 2016 |
| Specification Reference | : As Incorporated In The RFP |
| Contractor Information | : Appears on Page 574 of this Award |

Address Inquiries To:

| State Agencies & Vendors | Political Subdivisions & Others |
|---|--|
| Name : Joseph Better Title : Purchasing Officer 1 Phone : 518-474-7101 Fax : 518-486-6867 E-mail : Joseph.better@ogs.ny.gov | Procurement Services Group Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.ny.gov |

**The Procurement Services Group values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

SECURITY AND FACILITY SYSTEMS AND SOLUTIONS

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SCOPE:

The New York State Office of General Services, Procurement Services, has established centralized contracts for Security & Facility Systems & Solutions products, installation, system integration and maintenance. This is a multiple award, periodic recruitment contract to allow for new technologies and contractors to be added during the life of the contract. Contractors can Resultant contract awards can include one category, multiple categories, all categories. Resultant contract(s) will include but not be limited to the following:

ALARM AND SIGNAL SYSTEMS (INTRUSION ALARMS, FIRE ALARMS, ETC.)
ALARM SYSTEMS – WIRELESS
BIOMETRIC ACCESS CONTROL
BUILDING AUTOMATION SYSTEMS
BUILDING CONTROL SYSTEMS
BUILDING MANAGEMENT SYSTEMS
CAMERAS/LENSES
CCTV SYSTEMS
CLIMATE/TEMPERATURE CONTROL & MONITORING SYSTEMS
COMPUTER AIDED DISPATCH (CAD) SYSTEMS
COMMAND CENTER DISPATCH AND MONITORING EQUIPMENT/SYSTEMS
DVR'S/NVR'S
ELECTRICAL DISTRIBUTION SYSTEMS (ELECTRICAL SWITCHGEAR, AUTOMATIC TRANSFER SWITCHES,
PANELBOARDS, ETC.)
ELECTRIC VEHICLE CHARGER SYSTEMS
ELECTRONIC ACCESS CONTROL
ELECTRONIC ARTICLE SURVEILLANCE
EMERGENCY MANAGEMENT SYSTEMS (EMS) RECORDS MANAGEMENT
EMERGENCY NOTIFICATION SYSTEMS
ENERGY MANAGEMENT SYSTEMS
FLEET MANAGEMENT/VEHICLE TRACKING SYSTEMS
FIRE PROTECTION/DETECTION/CONTROLS (SPRINKLERS, CHEMICAL SUPPRESSION SYSTEMS, FIRE
EXTINGUISHERS, KITCHEN HOODS, FIRE DOORS, etc.)
GENERATORS (PERMANENT AFIXED, NOT PORTABLE)
GEOGRAPHIC POSITIONING SYSTEMS, AERIAL IMAGING SYSTEMS, ETC.
GEOGRPAHC INFORMATION SYSTEMS (GIS) (ENTERPRISE GEOCODER, GEOSPATIAL,
GUARD TOUR SYSTEMS
HVAC SYSTEMS (CHILLERS, BOILERS, DUCTWORK, ETC.)
ID CARD PRINTERS, READERS, CARDS, BADGES, ACCESSORIES
ID EQUIP. ELECTRONIC CARD ID SYSTEM
ID EQUIPMENT, ELECTRONIC
IN-BUILDING COMMUNICATION SYSTEMS
INTEGRATED SECURITY SYSTEMS
INTELLIGENT TRANSPORTATION SYSTEMS
INMATE/JAIL RECORDS MANAGEMENT SYSTEMS
INTEROPERABILITY SYSTEMS (INCLUDING GIS INTEROPREABILITY)
INTRUSION DETECTION/CONTROLS
INVENTORY MANAGEMENT/TRACKING SYSTEMS
LAW ENFORCEMENT DATA CAPTURING SYSTEMS
LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEMS (RMS)
LIVSCAN CAPTURE, STORE, AND FORWARDING SYSTEMS
LIGHTING CONTROL/OCCUPANCY SENSOR SYSTEMS
LOCKING HARDWARE
MONITORING EQUIPMENT
NURSE CALL SYSTEMS
OTHER PHYSICAL SECURITY (LIGHTING/SAFES/ETC.)
OUTDOOR PERIMETER (FENCES/GATES/ETC.)
PERSONAL ALARMS
PORTALS, TURNSTILES, ETC
PUBLIC ADDRESS SYSTEMS
PUBLIC SAFETY COMMUNICATOINS SYSTEMS
RADIO/TWO-WAY COMMUNICATIONS EQUIPMENT/SYSTEMS (RADIOS, REPEATERS, ANTENNAS,
INFRASTRUCTURE, ETC.)
RFID, BIOMETRIC, AND TRACKING EQUIPMENT AND SYSTEMS

RECORDING EQUIPMENT/SYSTEMS
SECURITY MANAGEMENT SOFTWARE
SECURITY OFFICE – PRODUCTS
SECURITY DISPATCH CONSULES
TIME MANAGEMENT SYSTEMS (CLOCKS, TIMEKEEPING HARDWARE & SOFTWARE, ETC.)
TRAFFIC CAMERAS/TRAFFIC LIGHT CAMERAS
TRAINING/EDUCATION
UPS/POWER PROTECTION SYSTEMS
VIDEO/CCTV SYSTEMS & SURVEILLANCE

Awards may include awards to one or more of the five (5) lots as indicated below, with awards made statewide and by region(s). Additionally OGS Procurement Services reserves the right to make awards for comprehensive offerings that include all of or portions of the above categories of products and labor. E.g. Manufactures/Distributors of CCTV systems may receive an award if it is the best interest of NYS.

The intent of the Security & Facility Systems & Solutions contracts is to establish comprehensive contracts which allow authorized users to obtain full solutions for the aforementioned products/systems which fit the scope of this contract. To allow for this, all necessary materials, installation/labor, maintenance, etc. can be obtained under this contract. This includes public works labor (Article 8) including, but not limited to:

- A. Running, pulling, and blowing of cable, fiber optics, low voltage, and line voltage (110V and greater) wiring for security systems, fire alarms, electrical distribution systems, etc.
- B. Installing ductwork, piping, chillers, boilers, cooling units/towers, and other related article 8 work for hvac/mechanical systems
- C. Installing sprinkler piping, chemical suppression systems, etc.
- D. Mounting of cameras, equipment, lighting, panels/panelboards, etc.
- E. Other public work which is necessary to obtain an entire physical security or facility system and solution.

All of these systems and solutions utilize/are run on software and require programming, commissioning, integration, etc. (technical services) to implement. The article 8 work is inextricably integrated to the implementation of these systems/solutions. Therefore, these systems/solutions are Services and Technologies. As such, OGS has procured these contracts via a Best Value Methodology.

It is not the intent of this contract to perform the erection, construction, or reconstruction of buildings. By “Buildings” OGS Procurement Services is strictly referring to the foundation, structural walls/columns, bearing walls, floors, roofing, etc. which are the physical super structure/shell of a building generally provided by a General Contractor. OGS understands that the installation, integration, or maintenance of the systems and solutions which fit the scope of this contract may include work which may incidentally affect the building (e.g. core drilling a building/boring through a building to run wire). In these cases, the fundamental question that the user should ask is as if this work is directly tied to the provision of the systems and solutions which fit the scope of this contract. If a customer has any questions regarding the acceptability of any work to be performed on this contract, they should contact the contract administrator.

Eventual contracts awarded will be utilized by Authorized Users which include: New York State Agencies, political subdivisions, school districts and others authorized by law (see USE OF CONTRACT BY OTHERS, [Section IV](#)). Accordingly, references to the State and its Agencies as users under this Request for Proposals and the ensuing contracts encompass and include other users such as these entities.

LOTS:

Catalog contracts were awarded according to LOTS and Region or Statewide. The RFP has been divided into the following LOTS:

- LOT 1: Product Only
- LOT 2: Product & Maintenance
- LOT 3: Product, Installation, Integration & Maintenance
- LOT 4: Installation Only
- LOT 5: Integration Only [Actions required to join an existing and new system into an integrated application or to connect various components of new applications into a centralized system]

REGIONS:

The RFP covered the following counties in the nine regions listed below:

| Regions | Areas | Counties |
|----------|-------------|--|
| Region 1 | Long Island | Nassau Suffolk |
| Region 2 | New York | Bronx Kings New York Queens Richmond |
| Region 3 | Westchester | Dutchess Putnam Westchester |
| Region 4 | Ulster | Orange Rockland Sullivan Ulster |
| Region 5 | Albany | Albany Columbia Delaware Fulton Greene Montgomery Otsego Rensselaer Schenectady Schoharie |
| Region 6 | Adirondack | Clinton Essex Franklin Hamilton Saratoga Warren Washington |
| Region 7 | Syracuse | Cayuga Herkimer Jefferson Lewis Madison Oneida |

| | | |
|----------|--------------|--|
| | | Onondaga Oswego St. Lawrence |
| Region 8 | Finger Lakes | Broome Chemung Chenango Cortland Livingston Monroe Ontario Schuyler Seneca Steuben Tioga Tompkins Wayne Yates |
| Region 9 | Buffalo | Allegany Cattaraugus Chautauqua Erie Genesee Niagara Orleans Wyoming |

APPENDIX A:

Appendix A, Standard Clauses for New York State Contracts, dated June 2014, 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 June 2014, 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 Terms of from RFP 20191 dated 10/7, or Appendix A.

PARTICIPATION IN CENTRALIZED CONTRACTS:

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See “Participation in Centralized Contracts” in Appendix B-1/Appendix B clause 39. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the “Price” clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www.ogs.state.ny.us). Questions regarding an

organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

EXTENSION OF USE:

Any contract awarded as a result of RFP 20191 may be extended to additional states or government jurisdictions upon mutual written agreement between New York State (the lead contract State) and the Contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extension.

TERM OF CONTRACT:

The term of the Contract will commence upon approval by the Office of State Comptroller and issuance by the Office of General Services and will continue for a period of approximately 2.5 years. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years. The Contractor's authority to sell Security & Facility Systems and Solutions shall expire upon the termination of the purchase portion of the Contract as indicated above even though authorized users will be able to have maintenance continue past the contract expiration date.

Maintenance Contract terms (i.e., those terms of the contract related to maintenance) can survive the original contract term or any extensions for a period of 3 years. This is meant to include preventive maintenance, remedial maintenance as well as ongoing moves, additions and changes of equipment and software upgrades to the basic system.

TERMINATION OF CONTRACT:

Please refer to Appendix B-1 Clause 59/ Appendix B Clause 60 for the circumstances permitting Termination for Cause and Termination for Convenience.

STOP WORK ORDER:

The Office of General Services reserves the right to stop the work covered by contract(s) resulting from RFP 20191 at any time that it is deemed the successful Contractor is unable or incapable of performing the work to their satisfaction. In the event of such stoppage, the Office of General Services shall have the right to arrange for the completion of the work in such manner as it may deem advisable and, if the resulting cost exceeds the amount of the bid, the successful Contractor shall be liable to the State of New York for any increase in cost.

CANCELLATION FOR CONVENIENCE:

In addition to rights afforded in Appendix B, Clause 47, The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days' notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory

work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

NOTE TO CONTRACTOR:

Cash Discount, If Shown, Should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See “Contract Payments” and “Electronic Payments” in this document.)

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR EQUAL EMPLOYMENT AND BUSINESS PARTICIPATION OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND NEW YORK STATE CERTIFIED MINORITY/WOMEN-OWNED BUSINESSES:

The New York State Office of General Services (OGS), as part of its responsibility, recognizes the need to promote the employment of minority group members and women and to ensure that certified minority and women-owned business enterprises have opportunities for maximum feasible participation in the performance of OGS contracts. In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" (“the Disparity Study”). The report found evidence of statistically significant disparities between the level of participation of minority and women-owned business enterprises in state procurement contracting versus the number of minority and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that OGS establishes goals for maximum feasible participation of New York State Certified minority and women-owned business enterprises (“MWBE”) and the employment of minority groups members and women in the performance of New York State contracts.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

By submission of a bid or proposal in response to this solicitation, Contractors 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 it and any 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, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to this Contract; or (ii) employment outside New York State.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services Group supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

| | |
|----------|---------------------------|
| RS,RP,RA | Recycled |
| RM | Remanufactured |
| SW | Solid Waste Impact |
| EE | Energy Efficient |
| E* | EPA Energy Star |
| ES | Environmentally Sensitive |

EPA ENERGY STAR PROGRAM:

The Federal EPA, in cooperation with manufacturers, continues a program to foster the manufacture of energy efficient equipment. New York State fully supports this effort.

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing all contracts awarded as a result of RFP 20191. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in the case of multiple awards for the same or similar equipment or systems, authorized users should contact multiple contract holders to ensure they receive the best possible prices. Contracts issued as a result of RFP 20191 contain "not to exceed pricing" and authorized users should always seek better pricing when issuing a purchase order. Authorized Users are encouraged to seek quotes from multiple contractors and/or negotiate for better pricing. Authorized Users should always follow their Internal Procurement Guidelines and Best Practices and maintain a detailed Procurement Record.

Authorized users have the responsibility to document their purchasing decisions, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a. a statement of need and associated requirements,
- b. a summary of the contract alternatives considered for the purchase,
- c. the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

PURCHASE ORDER PREPARATION:

See “Purchase Orders” in Appendix B-1/Appendix B, item 44 OGS General Specifications.

If there is a discrepancy between the purchase order and what is listed on contract, it is the contractor’s obligation as a condition of payment to clarify and resolve what is to be actually shipped by contacting ordering agency.

CONTRACT PAYMENTS:

Contract payments cannot be processed by New York State agencies and other authorized users until the contract products have been delivered and accepted. Services may be paid based on progress payment milestones agreed to between the State Agency/Authorized User and the Contractor, provided this does not waive or diminish any of the Terms and Conditions in this contract, including, but not limited to Acceptance Testing/System Acceptance and Contractually-required warranty periods. Invoices for such payment must contain sufficient data including, but not limited to, New York State’s Contract Number, description of product, quantity, unit and price per unit as well as federal identification number. See “Contract Billings” in Appendix B-1/Appendix, OGS General Specifications.

The Contractor will submit an invoice after Acceptance or, in the case of “drop-ship” Products, after the Authorized User receives all the Products listed on the Purchase Order. If the invoice is issued before either of these actions, it is the Authorized User’s responsibility to write a letter to the Contractor stipulating the requirement for Acceptance or receipt of Product to occur prior to invoicing. This will stop the clock for the application of State Finance Law Article XI-A, item 15. After the receipt and/or Acceptance, all necessary Authorized User, OSC, etc. documents must be processed for payment of the invoice.

The voucher or invoice will contain the Contract ID number, the name of the Authorized User; the location where service was performed; and, either in its body or as an attachment will contain a copy of the report itemizing the Product received and/or the work completed during that time period.

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an “electronic payment” option in lieu of issuing checks. Contact OSC to obtain an information packet at 518-474-4032 or e-mail to epunit@osc.state.ny.us or visit their website at www.osc.state.ny.us.

NEW YORK STATE PROCUREMENT CARD:

See “Procurement Card” in Appendix B-1/Appendix B, OGS General Specifications.

The following Contractors will accept the New York State Procurement Card for orders up to (\$15,000.00) with no additional discount:

| | |
|--|-------------------------------------|
| IStar-Networks, LLC. | Active Vision, Inc. |
| Absolute Connections, Inc. | Alarm & Suppression, Inc. |
| AFA Protective Systems, Inc. | Alltech Integrations, Inc. |
| Alarm Specialists, Inc. | Datamaxx Applied Technologies, Inc |
| ITG Larson Inc. | Davis Ulmer Sprinkler Company, Inc. |
| Convergint Technologies | Deterrent Technologies |
| LD Allen Communications | Frontrunner Network Systems, Inc. |
| Fire Fighting Equipment, Inc. | General Security, Inc. |
| Frontline Security Solutions, Inc. | Great Lakes Building Systems, Inc. |
| Harris Corporation | Island Tech Services, LLC. |
| LA Cabling, Inc. | New York Security Systems, Inc. |
| New England Software and Systems, Inc. | Oak Security Group, LLC. |
| NDI Technologies, Inc. | Plugout, LLC. |
| New England Mechanical Services d/b/a Tri-Tech | Priority Connection, Inc. |
| Arco Protection | Scarsdale Security Systems, Inc. |
| Spatial Systems | Structure Works, Inc. |
| Suffolk Lock & Security Professionals, Inc. | Vertex Standard |
| TEC Solutions Concepts, Inc. | Sapling |

| | |
|-------------------------------------|----------------------------|
| Tripp Manufacturing | Vertex Standard |
| United Radio, Inc. | Vehicle Tracking Solutions |
| Philip M. Casciano (PMC) Associates | Comalli Group |

MINIMUM ORDER:

Minimum order shall be \$100.00. This value is determined by the aggregate of an order (e.g. if an authorized user issues a purchase order for 10 items, each with a price which is less than \$100.00, but the aggregate price of these items is greater than \$100.00, the order has exceeded the minimum order). Authorized Users and contractors shall not artificially separate orders to be under the minimum order.

PREVAILING WAGES:

If any portion of work being bid is subject to the prevailing wage rate provisions of New York State Labor Law, the following shall apply:

A. "PUBLIC WORKS" AND "BUILDING SERVICES"

Bidders must refer to Appendix B, Clause 10 for a full description of these subjects.

B. PREVAILING WAGE RATE APPLICABLE TO BID SUBMISSIONS NYS DEPT. OF LABOR PREVAILING WAGE RATE SCHEDULES

ALL PUBLIC WORKS AND BUILDING SERVICE CONTRACTS, REGARDLESS OF DOLLAR VALUE, REQUIRE THE PAYMENT OF PREVAILING WAGES AND SUPPLEMENTS AS ESTABLISHED BY LAW BY THE DEPARTMENT OF LABOR.

Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in monetary fines or debarment from bidding and awarding of contracts.

NOTE: CONTRACTORS AND SUBCONTRACTORS ARE FURTHER REQUIRED TO POST THE PREVAILING WAGE RATES IN A PROMINENT AND ACCESSIBLE PLACE AT THE WORK SITE. Vendor is solely responsible for confirming subsequent changes to the posted rates and for paying the prevailing rates at all times during the contract term.

This is a Public Works project. The Bidder must use the labor rates and must adhere to Department of Labor rules and regulations in the payment to employees **Notice: Prevailing Labor Rates from the NYS Department of Labor are available on the web site.**

Reference PRC# 2010006433

Work being bid is subject to the prevailing wage rate provisions of New York State Labor Law. See "Prevailing Wage Rates - Public Works and Building Services Contracts" in Appendix B, OGS General Specifications. The PRC reference number for prevailing wage rates for this bid is **2010006433**. Any federal or State determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful" might be grounds for a determination of vendor non-responsibility and rejection of bid or cancellation of the contract.

A list of companies with which the Department of Labor prohibits State Agencies from doing business is located at the end of the labor rates list. The issuing Office will disqualify any bid from a company that is listed and a bid that uses one of the listed companies as a subcontractor.

The awarded Vendor(s) will be required to complete the following actions and maintain Department of Labor records as indicated:

- 1) The Prevailing Wage Schedules must be posted at the work site so that the workers are aware of the wages and supplements to which they are entitled by law.
- 2) The awarded Vendor(s) must provide all workers with written notice informing them of the prevailing wage requirements for the job and each worker must sign a statement or declaration that attests that all workers have been given this information.
- 3) The Vendor(s) are required to certify payrolls and keep the certified records on site and available.

Bidders must submit proposals which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits, expense reimbursement, and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit proposals based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Proposals that fail to comply with this requirement will be disqualified.

C. WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM

The wages to be paid under any resulting contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the contract term that apply to the classes of individuals supplied by the contractor on any projects which result from this contract which is subject to the provisions of this article. Contractor is solely liable for and must pay such required prevailing wage adjustments during the contract term as required by law.

D. DAY'S LABOR - DEFINED FOR ARTICLE 8, PUBLIC WORKS (FOR PURPOSES OF ARTICLE 8 OF THE LABOR LAW)

No laborer, workers or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. 'Extraordinary emergency' shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions

upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the industrial commissioner for the preservation of the contract site and for the protection of the life and limb of the persons using the contract site.

PRICE SHEETS AND CATALOGS:

Upon request, Contractor(s) shall be required to furnish, without charge, catalog and price lists identical to those accepted with their bid, including any changes (additions, deletions, etc.) pursuant to the contract, to authorized users. Catalogs and price lists provided must reflect all products excluded from the resultant contract either through the omission of those portions or by obvious indications within the catalogs and price lists.

Catalogs and price lists may be furnished in either hard-copy or electronic format. If available in both formats, they shall be furnished in the format preferred by the requesting authorized user. Upon request the contractor shall assist authorized users in the use of catalogs and price lists.

INSTRUCTION MANUAL:

Simultaneous with delivery, the contractor(s) shall furnish to the authorized user a complete instruction manual for the product and for each component supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, schematic and wiring diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

PRICING/LABOR RATES:

All net prices must **INCLUDE** all applicable shipping; handling, insurance and associated delivery charges (F.O.B. Destination the dock/delivery location of the Authorized User) Reference Appendix B, Clause 35, Shipping/Receipt of Product and Clause 36, Title/Risk of Loss.

All rates must include travel time and costs incurred for travel to and from the site (including, but not limited to travel, meals, lodging, gas/fuel, tolls, etc.). Rates and charges for the Product, installation, systems integration, and maintenance of the Product must include all travel and costs associated with accessing the installation site.

The "not to exceed" rates for the Contractors are posted on the OGS website. There is a NYS Net Price Sheet for each Contractor and Lot/Region awarded. To view the NYS Net Price Sheets, go to www.ogs.state.ny.us, point on "Procurement Contracting Services," then click on "Contracts," then click on "Search Contracts," and enter the Group Number and Award Number on the front page of the Contract Award Notification into the search fields.

ACCEPTANCE TESTING AND SYSTEM ACCEPTANCE

The State defines system acceptance as the "problem free" operation of a system/solution* after it is fully furnished** for a consecutive 30 day period commencing with the first day of business after the system/solution 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 ALL components of the system/solution provided by the contractor 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 increase the 30 day acceptance period. At the conclusion of the Acceptance Testing 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 testing.

The Contractor must agree to perform at the request of the Authorized User or as required by Code/Law an acceptance test which simulates the normal operating conditions of the installed equipment, system, or solution, and complies with all applicable Building Code or Industry Standard Requirements as applicable to ensure proper performance after acceptance of the system/solution by the Customer.

Authorized Users reserve the right to require additional performance and acceptance testing standards at the time of purchase.

*Note: System/Solution for this section shall mean, without limitation, all components of a physical security and facility system and solution provided under this contract by a contractor, including, but not limited to all products, installation labor, systems integration, and post-Appendix B, Clause 59 Warranties. Products shall include, but not be limited to wiring, conduit, piping, ductwork, mounting racks/equipment, all hardware, software, sensing equipment, etc. provided, installed, and integrated by the contractor. This includes products, installation, and integration provided by subcontractors and for remedial maintenance as defined in Sec. II.9., any equipment repaired or replaced.

**Note: "Fully furnished" for this section shall means that all products/materials have been provided, all installation labor/services performed, all systems integration (including, but not limited to programming, engineering, commissioning, etc.) and, for remedial maintenance as defined in Sec. II.9, the equipment is repaired or replaced.

REMEDIAL MAINTENANCE:

Whether the Authorized User elects to subscribe to monthly maintenance, prepaid annual maintenance, or Time and Materials (T&M), remedial maintenance shall be performed after the Authorized User notifies the Contractor that the equipment is inoperable or unsuitable for operation. The Maintenance Center will be responsible for insuring that service for each request is provided in accordance with the following:

- A. Priority Emergency Service - A "Priority Emergency" is a situation involving a major malfunction of the security products or system service, which is defined as the inability of 10% or more of the security products or systems (including, but not limited to: security cameras, fire alarms and the software for the same) to not operate correctly. The Contractor shall respond* in Priority Emergencies within two (2) continuous hours following

notification by the Authorized User. Authorized Users reserve the right to require a more stringent definition of a Priority Emergency at time of purchase.

- B. Emergency Service - An "Emergency" is a situation involving a "critical" System failure in the opinion of the Authorized User. The Contractor shall respond* in Emergencies within three (3) continuous business hours after Authorized User notifies Contractor of the emergency.
- C. Non-Emergency Service - A "Non-Emergency" is a situation involving a System failure of a scope less than that described for an Emergency. The Contractor shall respond* in Non-Emergencies within six (6) continuous business hours after Authorized User notifies Contractor of the malfunction.

***"Respond" (for Sec. II.9.4)** shall be when the contract holder commences performing remedial maintenance. "Commence Performing" is when a qualified and prepared technician is actually working on, examining, or in some way servicing the system with a malfunction to attempt to correct the problem. **Scheduling, simply returning a phone call, having an untrained representative/unprepared technician arrive on site, etc. do not constitute meeting the Response Time Requirements.**

The above response limitation includes travel time. Remedial maintenance must be available twenty-four hours per day, seven days per week, including New York State legal holidays. Details of how the supplier will meet this level of responsiveness, and how any exception will be dealt with must be described in the Bidder's proposal in Appendix C.

Contractors must provide a local telephone number for the facility. If a service or maintenance call to the service center would result in the requesting Authorized User incurring toll charges, the Contractor must provide a toll free telephone number (i.e. 800 or 888 number, Collect Call). This excludes local message units. A national toll-free number for service and dispatch of local technicians is acceptable.

If the Contractor does not perform according to the contract, the Authorized User reserves the right to contract with another maintenance company. The difference in cost, if any, between the two will be borne by the Contractor named in this contract. If the Contractor subcontracts any portion of the service, the subcontractor must be approved by OGS.

The requirements of this section (Sec. II.9.4) shall apply to contractors during the warranty period required by Appendix B, Clause 59, when the contractor has provided the products, installation, and systems integration.

MAINTENANCE SERVICES FOR PRODUCTS PURCHASED OUTSIDE AWARD 20191:

In addition, maintenance services for systems/equipment not purchased from contracts established for Security & Facility Systems & Solutions as a result of RFP 20191 may be purchased from bidders awarded contracts for LOTS 2 and 3 under the following conditions:

1. Authorized Users are allowed to purchase replacement parts and monthly maintenance for systems/equipment purchased outside of the Award 20191, if the replacement parts and monthly

- maintenance rates for the systems/equipment are on the Contractor's NYS Net Price sheets. See bullet # 3.
2. Authorized Users would be allowed to purchase Time and Material maintenance for any products offered by a contractor (requiring a Manufacturer's Guarantee for all products not manufactured by the contractor), even if the specific product is not on the Contractor's NYS Net Price Sheets. See bullet #3.
 3. The Contractor would be required to establish maintenance rates at or below the rates listed on their NYS Net Price Sheets and add to the contract prior to sale via the contract update procedures.
 4. Contractors are not obligated to provide the Authorized Users maintenance service for systems/equipment not purchased from the NYS Security & Facility Systems & Solutions Contracts.
 5. The Contractor will inspect the system/equipment to make a determination as to whether or not they wish to provide the Authorized User maintenance. *Any rates for the inspection service will be at or below the hourly or per inspection rates listed on the Contractors' NYS Net Price Sheets.* Contractors may refuse to offer maintenance on previously purchased equipment, *due to age, condition, availability of parts, etc.*
 6. The availability of maintenance services for systems/equipment not purchased from contracts for Security & Facility Systems & Solutions established as a result of RFP 20191 will end at the same time as the maintenance contracts for systems/equipment purchased under Award 20191. (see Section 1.1 above)

NYS FIRE ALARM SECURITY SYSTEMS INSTALLER LICENSE:

Section 69-M of the General Business Law and Title 19 NYCRR Reg. 195.2 provide that any person engaging in the business of installing, servicing or maintaining security or fire alarm systems must be licensed to do so.

Additional information regarding these requirements may be obtained from the New York State Department of State at:

<http://www.dos.state.ny.us/lcns/professions/sec-fireinstallers/install1.htm>

Bidders submitting proposals for Lots 2-5 must provide proof of compliance with these requirements with the bid submission.

REGULATORY COMPLIANCE:

All equipment offered in eventual contract(s) resulting from this RFP shall be in compliance with all applicable regulatory rules and standards (e.g. FCC, EIA, UL) that govern operation of the equipment at the time of the bid opening and for the entire term of the contract. It is the responsibility of the Contractor to ensure, throughout the term of the contract, their compliance with this section.

EXAMINATION OF SITES AND SPECIFICATIONS:

At the discretion of the Authorized User and prior to the issuance of the Cost Quote, Contractors **may be required to perform a site visit at the associated installation location** to become familiar with any local condition, which may in any manner affect the work to be done, as well as equipment,

materials, labor, or services required. Contractors are required to examine carefully the specifications and to familiarize themselves thoroughly concerning any conditions and requirements that may in any manner affect the work to be performed under the contract. During the site visit, the Authorized User will indicate placement of all equipment. In addition, Contractors should specify if there are any required modifications or additions to the site, which are required to insure proper operation of the equipment. If changes are required, they must be included in the Cost Quote.

No allowances will be made because of lack of knowledge of these conditions. Ignorance of the requirements will not relieve the Contractors of their liability and obligations under the contract. Contractors shall provide drawings of typical equipment room layouts, specifying floor space and electrical outlet requirements for each system, assuming maximum system capacities are ordered.

AUTHORIZED USER COMPLIANCE WITH LEGAL REQUIREMENTS:

Authorized users must comply with the following requirements under New York State Law:

- a. Identification of legal authority for system installation (i.e.: construction work is regulated by statute and not all agencies are authorized to perform such work).
- b. Payment of applicable Department of Labor Prevailing Wage Rates under Article 8 Labor Law.
- c. Compliance with state and local building codes. For each project undertaken, State Agencies must obtain a Construction Permit and an eventual Code Compliance Certificate from a Construction Permitting Agency. In accordance with NYCRR Title 19 Part 448, such agencies are so designated by the Department of State. Authorized Users, other than State Agencies, must obtain Construction Permits and Certificates of Code Compliance from the local building department having jurisdiction.
- d. Plans and specifications that are certified and stamped by a NYS licensed architect or engineer.
- e. In OGS Buildings, obtain an approval from the appropriate Building Manager.

ACCEPTANCE TESTING AND SYSTEMS ACCEPTANCE:

The State defines system acceptance as the “problem free” operation of a system/solution* after it is fully furnished** for a consecutive 30 day period commencing with the first day of business after the system/solution 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 ALL components of the system/solution provided by the contractor 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 increase the 30 day acceptance period. At the conclusion of the Acceptance Testing 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 testing.

The Contractor must agree to perform at the request of the Authorized User or as required by Code/Law an acceptance test which simulates the normal operating conditions of the installed equipment, system, or solution, and complies with all applicable Building Code or Industry Standard Requirements as applicable to ensure proper performance after acceptance of the system/solution by the Customer.

Authorized Users reserve the right to require additional performance and acceptance testing standards at the time of purchase.

*Note: System/Solution for this section shall mean, without limitation, all components of a physical security and facility system and solution provided under this contract by a contractor, including, but not limited to all products, installation labor, systems integration, and post-Appendix B, Clause 59 Warranties. Products shall include, but not be limited to wiring, conduit, piping, ductwork, mounting racks/equipment, all hardware, software, sensing equipment, etc. provided, installed, and integrated by the contractor. This includes products, installation, and integration provided by subcontractors and for remedial maintenance as defined in Sec. II.9, any equipment repaired or replaced.

**Note: "Fully furnished" for this section shall mean that all products/materials have been provided, all installation labor/services performed, all systems integration (including, but not limited to programming, engineering, commissioning, etc.) and, for remedial maintenance as defined in Sec. II.9, the equipment is repaired or replaced.

GENERAL REQUIREMENTS:

- A. The Office of General Services will make no allowance or concession to the Contractor for any alleged misunderstanding or deception because of quantity, quality, character, location, or other conditions.
- B. Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality, or extent of work to be furnished, it shall be assumed that the Contractor has based the proposal on the specifications more favorable to the State. Final decision will rest with the Office of General Services.
- C. The equipment to be supplied will either be newly manufactured equipment or remanufactured equipment and will be guaranteed to be standard new equipment, latest model of regular stock product and current production, with all parts regularly used with the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice. All equipment delivered for installation will:
 - (1) conform to the testing standards at the time of purchase under this contract; and
 - (2) incorporate the most recent design changes from the manufacturer as of the scheduled delivery dates for that technology.

Any equipment to be replaced must be either new or remanufactured and produced by a reputable manufacturer. The equipment must be the same as or equal to the original equipment. All substitutes for the original manufacturers' equipment must be approved by the Authorized User before installation.

For a minimum period of one year from acceptance, the products shall be represented and warranted to be free from defects in materials or workmanship, and shall substantially conform to the specifications, performance standards, and descriptions in the documentation, so as to provide use of the products in accordance with such documentation without significant functional downtime to

the Authorized User's ongoing business operations during the warranty term. The product is further warranted to be adequate to meet the Authorized User's needs. The products must also be currently installed and demonstrable in a user environment for a minimum of three months. Experimental or unannounced equipment will not be acceptable. All equipment shall be covered by the manufacturer's standard warranty or for a minimum of one (1) year warranty, whichever is longer from the date of acceptance of the equipment. If, during this period, such faults develop, the unit or component affected is to be replaced without any cost to the State. Where accessories are to be supplied, they must be compatible with the rest of the equipment.

Equipment, as installed or subsequently modified by Contractor (or others with its knowledge and consent) shall be suitable for connection to the common carrier network or other equipment (as identified by Authorized User) and shall be provided with the guarantee that such interconnection will not in any way impair the quality of transmission or cause any harmful effects to such network or equipment. Contractor will save the State harmless from any action brought against the State to the extent that it is based on a claim that the equipment at any time caused any such harmful effects, except to the extent that such damage was caused by acts or omissions of the State. The warranty, and remedy, set forth in this paragraph shall only be operable to the extent Authorized User informs Contractor of the carriers or equipment to which Hardware will be connected.

Any equipment replaced by the Contractor during the contract period shall be either new, or re-manufactured, manufactured by a reputable manufacturer and guaranteed for one (1) year from the date of acceptance of the replacement and replaced at no cost if found defective during that time.

Contractor will utilize equipment that is free of any liens or encumbrances.

- D. The Office of General Services' interpretation of specifications shall be final and binding upon the Contractor.
- E. The Contractor shall be completely responsible for their work, including any damages or breakdowns caused by their failure to take appropriate action.
- F. Trained technicians are required to do all servicing. All technicians shall have at least two (2) years' experience on the systems bid.

CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITIES:

NYSPro considers the prime contractor to be the sole contact with regard to all provisions of the contract, to include payment of all charges resulting from the procurement and installation of the entire equipment and/or software configuration. In the event the contract includes hardware and/or software manufactured by another manufacturer or supplier, the Prime Contractor must assume full responsibility for delivery, installation, maintenance, and support services for such items offered in the proposal. The Prime Contractor shall ensure that there is no interruption of service during implementation and shall assume responsibility for any related negotiations with local service providers. Contract holders may authorize any reseller to accept purchase orders, issue invoices and receive payments

- A. The Contractor and its representatives must work in harmony, cooperation and coordination with existing trade unions.

- B. Contractors are encouraged to subcontract with companies certified as minority or women-owned enterprises. A list of New York State registered minority and women-owned business enterprises is available through the OGS MWBE Office as referenced in Article 15 A.
- C. If the Bidder is required per Section 1.3.2 to obtain and maintain New York State Security Systems Installation license and proposes to use subcontractors to meet this requirement, the subcontractors are required to be identified/named at the time of the bid.
- D. All subcontractors must have a minimum of two (2) years' acceptable experience as determined by Procurement Services installing the same type of equipment/services being offered on in this proposal.
- E. All subcontractors must be pre-approved by OGS and/or OSC prior to being added on contract. OGS reserves the right to request and review any and all subcontractor agreements.
- F. All purchase orders, and payments for work to be performed by subcontractors must be issued directly to the contract holder (prime contractor) referencing the contract holder's Federal ID # and (where applicable) the NYS Vendor ID #.

SOFTWARE LICENSE AGREEMENTS:

Contractors are not permitted to offer/include, and Authorized Users are not permitted to sign, or agree to any Software License Agreement (or End User License Agreement) for the purchase, maintenance, installation, or systems integration of software for any contract issued under Group 77201-20191 unless it has been reviewed and approved by OGS and/or OSC and posted to the OGS Website. Agreeing to any non-approved Software License Agreement would violate Appendix B.

REFERENCES:

All contract holders **may be required** to provide references from its customers who have purchased products similar to those represented by on their contracts. References may be commercial or governmental accounts. If requested by the State or Authorized contract users the references shall include:

- a. Name, address, telephone number and fax number for the contact person.
- b. Number of years the bidder has supplied product(s) to the reference.
- c. The yearly sales volume the bidder has had with the reference.

If required, Authorized Users may utilize the forms on Pages 47 and 48 of this document.

NYS WORKER'S COMPENSATION/DISABILITIES BENEFITS INSURANCE REQUIREMENTS:

The New York State Workers' Compensation Law Sections 57 and 220 require the heads of all municipal and state entities to ensure that businesses applying for leases, permits, licenses or Contracts have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original issuances and renewals, whether the governmental agency is having the work done or is simply issuing the lease, permit, license or contract. **Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of this Lease.** Therefore, prior to award of any Contract by OGS, Bidders and Contractors must submit proof to OGS that they have workers' compensation and disability benefits coverage as required by the New York State Workers' Compensation Law, or proof that they are legally exempt from

obtaining such coverage in compliance with the New York State Workers' Compensation Law. Proof of compliance must be submitted on one of the forms designated by the New York State Workers' Compensation Board. An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.

An instruction manual clarifying the New York State Workers' Compensation Law requirements is available for download at the New York State Workers' Compensation Board's website, <http://www.wcb.ny.gov> Once on the site, click on the Employers/Businesses tab and then click on Employers' Handbook.

IRAN DIVESTMENT ACT OF 2012:

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.

LIST OF CONTRACT HOLDERS:

| <u>CONTRACT #</u> | <u>CONTRACTOR & ADDRESS</u> | <u>CONTRACT PERIOD</u> | <u>FEIN#</u> |
|-----------------------|--|---|---------------------------------|
| PT66912 SBE MBE | 1Star-Networks LLC 1140 E. 92 nd Street Brooklyn, NY 11236 County: Kings | - 8/26/2020 NYS Vendor ID #: | FED ID 271184856 1100104305 |
| PT67029 SBE | Absolute Connections, Inc. 1520 Route 9W West Park, NY 12493 County: Ulster | 6/15/2016 - 8/26/2020 NYS Vendor ID #: | Fed ID 050566475 1100125900 |
| PT66913 SBE | Active Vision, Inc. 711 Koehler Ave. Suite 6 Ronkonkoma, NY 11779 County: Suffolk | 6/15/2016 – 8/26/2017 NYS Vendor ID #: | Fed ID 421538428 1100127827 |
| PT66944 | AFA Protective Systems Inc. 155 Michael Dr. Syosset, NY 11791 County: Nassau | 6/15/2016 - 8/26/2020 NYS Vendor ID #: | Fed ID 13-1805009 1000026031 |
| PT66945 SBE | Alarm & Suppression Inc. 331 Ushers Rd, Suite 3 Ballston Lake, NY 12019 County: Saratoga | 6/15/2016 - 8/26/2020 NYS Vendor ID #: | Fed ID 22-3287148 1000017106 |
| PT66946 SBE | Alarm Specialists Inc. 333 Old Tarrytown Rd. White Plains, NY 10603 County: Westchester | 6/15/2016 – 8/26/2020 NYS Vendor ID #: | Fed ID 13-3049123 1100128520 |
| PT67032 SBE | Alltech Integrations, Inc. 7463 State Hwy 11 Potsdam, NY 13676 County: St. Lawrence | Ct End Date 8/26/2020 NYS Vendor ID #: | Fed ID 26-1710207 1100018580 |
| PT67033 SBE MBE | ARCO Protection Systems, Inc. 1593 Route 376 Wappingers Falls, NY 12590 County: Dutchess | Ct End Date 8/26/2020 NYS Vendor ID #: | Fed ID 74-3083532 1100016668 |
| PT66915 | Comalli Group, Inc. 7 Westview Rd Pittsfield, MA 01201 County: Berkshire | Ct End Date – 8/26/2020 NYS Vendor ID #: | Fed ID 042740406 1000011057 |
| PT67410 | Convergint Technologies LLC 999 S. Oyster Bay Road- Suite 113 Bethpage, NY 11714 County of Nassau | 6/15/2016 - 8/26/2020 NYS Vendor ID #: | FED ID: 364444620 1100017930 |

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| PT67411 | Datamaxx Applied Technologies, Inc 2001 Drayton Drive Tallahassee, FL 32311 | 6/15/2016 -8/26/20 NYS Vendor ID #: | FED ID: 593081678 1000057836 |
| PT67038 | Davis Ulmer Sprinkler Company, Inc. 7633 Edgecomb Drive Liverpool, NY 13088 County: Onondaga | 6/15/2016 - 8/26/2020 NYS Vendor ID#: | Fed ID 16-0710179 1000007458 |
| PT66767 | Deterrent Technologies, Inc. 1750 Brielle Ave Ocean, NJ 07712 | 6/15/2016 – 8/26/2020 NYS Vendor ID #: | Fed ID 222412506 1100130547 |
| PT67044 | Fire Fighting Equipment Co, Inc. 206 S. George St. Rome, NY 13440 County: Oneida | 6/15/2016 -8/26/2020 NYS Vendor ID #: | Fed ID 161582438 1000008412 |
| SBE | | | |
| PT67045 | Frontline Security Solutions 15 Saint James Place New York, NY 10038 County: New York | 6/15/2016 - 8/26/2020 NYS Vendor ID #: | Fed ID 22-3947131 1100137788 |
| SBE | | | |
| PT67046 | Frontrunner Network Systems Inc. 300 Main Street, Ste 22 East Rochester, NY 14445 County: Monroe | 6/15/2016 - 8/26/2017 NYS Vendor ID#: | Fed ID 980397927 1000018861 |
| SBE | | | |
| PT67048 | General Security Inc. 100 Fairchild Ave. Plainview, NY 11803 County: Nassau | 6/15/2016 - 8/26/2017 NYS Vendor ID#: | Fed ID 112712674 1000011864 |
| SBE | | | |
| PT66915 | Great Lakes Systems Inc 116 Gruner Rd. Buffalo, NY 14227 County: Erie | 6/15/2016 - 8/26/2020 NYS Vendor ID #: | Fed Id 161602109 1000016386 |
| SBE | | | |
| PT67542 | Harris Corporation RF Communication Division 1680 University Ave. Rochester, NY 14610 | 6/15/2016 - 8/26/2020 NYS Vendor ID #: | Fed ID 340276860 1100021808 |
| PT67152 | ICOM 12421 Willows Road NE Kirkland, WA 98034 | 6/15/2016 - 8/26/2017 NYS Vend ID#: | Fed ID 911083924 1000041701 |
| PT67052 | Island Tech Services LLC 70 Horseblock Road, Unit 8 Yaphank, NY 11980 County: Suffolk | 6/15/2016 - 8/26/2017 NYS Vendor ID#: | Fed ID 200819689 1000052688 |
| SBE | | | |
| PT66950 | ITG Larson, Inc. 115 Lafayette Ave. White Plains, NY 10603 County: Westchester | 6/15/2016 – 8/26/2020 NYS Vendor ID #: | Fed ID 113395980 1100126890 |
| SBE | | | |
| WBE | | | |

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| PT65440 | IVS, Inc. 9540 W US Hwy 84 Newton, AL 36352 | 5/5/2011 – 8/26/2020 NYS Vendor ID #: | FED ID 043699455 1100010632 |
| PT67054 | LA Technology Group LLC dba LA Cabling 373 South Main St. Freeport, NY 11520 County: Nassau | 6/15/2016 – 8/26/2017 NYS Vendor ID#: | Fed ID 364721008 1100116323 |
| PT64315 | LPC, Inc. 7100 New Horizons Blvd. No. Amityville, NY 11701 County: Nassau | 1/20/2009 - 8/26/2020 NYS Vendor ID #: | Fed ID 11-3181416 1000043279 |
| SBE | | | |
| PT67414 | L.D. Allen Communications, Inc 5820 Main Street- Suite 404 Williamsville, NY 14221 County of Erie | 6/15/2016 – 8/26/20 NYS Vendor ID #: | FED ID 161498872 1000044099 |
| SBE | | | |
| PT67405 | Motorola Solutions 5 Paragon Drive Suite 200 Montvale, NJ 07465 | 6/15/2016– 8/26/2020 NYS Vendor ID #: | Fed Id 361115800 1000031408 |
| PT67055 | NDI Technologies Inc. 105 E. State Road 434 Winter Springs, FL 32708 County: Seminole | 6/15/2016 – 8/26/2017 NYS Vendor ID#: | Fed ID 760730481 1100015554 |
| PT66921 | New England Systems & Software, Inc. 33 Holly Ln Lake George, NY 12845 County: Warren | 6/15/2016 – 8/26/2020 NYS Vendor ID #: | Fed Id 141662031 1000027625 |
| SBE | | | |
| PT66921 | New England Mechanical Services d/b/a Emcor Services TriTech. 4 Airport Park Blvd. Latham, NY 12110 | 6/15/2016 – 8/26/2020 NYS Vendor ID #: | Fed Id 06-0831575 1100018094 |
| PT67057 | New York Security System Inc. 20 Industrial Dr. Middletown, NY 10941 County: Orange | 6/15/2016 – 8/26/2017 NYS Vendor ID#: | Fed ID 141648882 1000019952 |
| SBE | | | |
| PT67058 | Oak Security Group LLC 8904 Bash Street, Ste K Indianapolis, IN 46256 | 6/15/2016 – 8/26/2017 NYS Vendor ID#: | Fed ID 202325483 1000008588 |
| PT67059 | Phillip M. Casciano Associates, Inc. d/b/a PMC Associates 8 Crown Plaza, Suite 106 Hazlet, NJ 07730 | 6/17/2016 - 8/26/2020 NYS Vendor ID #: | Fed ID 222873821 1000008798 |

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| PT66922 | Plugout LLC 27 Cliff St 5 th Floor New York, NY 10038 County: New York | 6/15/2016 – 8/26/2020 NYS Vendor ID #: | Fed ID 510493362 1100120703 |
| SBE | | | |
| PT66924 | Priority Connections, LLC. 6260 South Bay Road Cicero, NY 13139 County: Onondaga | 6/15/2016 – 8/26/2020 NYS Vendor ID #: | Fed ID 202004508 1000016603 |
| SBE | | | |
| PT67060 | Safeco Alarms, Inc. 642 Broadway Kingston, NY 12401 County: Ulster | 6/15/2016 – 8/26/2020 NYS Vendor ID #: | Fed ID 14-1624383 1000014032 |
| SBE | | | |
| PT67416 | Sapling, Inc. 1633 Republic Road Huntingdon Valley, PA 19006 | 6/16/2016 – 8/26/2017 NYS Vendor ID #: | FED ID 23-2732498 1100127793 |
| PT67061 | Scarsdale Security Systems, Inc. 132 Montgomery Ave. Scarsdale, NY 10583 County: Westchester | 6/15/2016 – 8/26/2020 NYS Vendor ID #: | Fed ID 13-3139173 1100009505 |
| SBE | | | |
| PT67062 | Secure Care Products, LLC 39 Chenell Drive Concord, NH 03301 | 6/15/2016 – 8/26/2020 NYS Vendor ID #: | Fed ID 020417536 1100034886 |
| PT67063 | Spatial Systems Associates Inc. 6345 Woodside Court, Ste 201 Columbia, MD 21046 | 6/15/2016 – 8/26/2017 NYS Vendor ID#: | Fed ID 521947282 1100128443 |
| PT66926 | Suffolk Lock & Security Professionals, Inc. 430 West Montauk Highway Lindenhurst, NY 11757 County: Suffolk | 6/15/2016 – 8/26/2020 NYS Vendor ID #: | Fed ID 11251897 1000024240 |
| SBE | | | |
| PT67415 | Structure Works, Inc. PO Box 868 43 Mill Street Dover Plains, NY 12522 | 6/15/2016 – 8/26/20 NYS Vendor ID #: | FED ID 830407511 100004855 |
| PT66768 | TEC Solutions Concepts, Inc. 511 Sixth Ave. New York, NY 10011 | 6/15/2016 – 8/26/2020 NYS Vendor ID #: | Fed ID 412135449 1100126793 |
| PT67068 | Tripp Manufacturing Company 1111 W. 35 th St. Chicago, IL 60609 | 6/15/2016 – 8/26/2017 NYS Vendor ID #: | Fed ID 361881000 1000049179 |
| PT67069 | United Radio Inc. 5703 Enterprise Parkway East Syracuse, NY 13057 County: Onondaga | 6/15/2016 – 8/26/2017 NYS Vendor ID#: | Fed ID 160906884 1000007576 |
| SBE | | | |

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| PT63600 | U & S Services, Inc. 233 Fillmore Ave., Suite # 11 Tonawanda, NY 14150 County: Erie | 11/6/2007 - 8/26/2020 NYS Vendor ID #: | Fed ID 161364177 1000015826 |
| SBE | | | |
| PT67543 | Vehicle Tracking Solutions 152 Veterans Memorial Highway Commack, NY 11725 County of Suffolk | 6/15/2016 – 8/26/2020 NYS Vendor ID # | FED ID 043656951 1100004445 |
| SBE | | | |
| PT67418 | Vertex Standard USA, Inc. 1301 E Algonquin Road Schaumburg, IL 60196 | 6/15/2015 – 8/26/20 NYS Vendor ID #: | FED ID 952815202 100057966 |
| PT67155 | Zetron, Inc. 12034 134st CT NE Redmond, WA 98052 | 6/15/2016 – 8/26/2020 NYS Vendor ID#: | Fed ID 911121292 1000019592 |

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INDEX OF AWARDS (LOTS & REGIONS) HOW TO USE CONTRACTS:

Note: Please see the “Pricing Information” section of the OGS website for Group 77201, Award 20191 for the contact information for each contract holder.

Please see below a chart of the LOTS and Regions awarded to each contractor for Security Systems and Solutions. Please use the following link to go directly to the pricing information pages. At the beginning of each price list tab is a summary of the products and/or services available.

PLEASE NOTE: products and/or services not listed on a contractor’s pricing tab MAY NOT BE awarded to that contractor and MAY NOT BE on contract. Please contact the OGS Contract Administrator listed on Page One of this document for any questions.

<http://www.ogs.ny.gov/purchase/snt/awardnotes/7720120191Prices.pdf>

| <u>Contractor</u> | Contract # | Lot I | Lot II | Lot III | Lot IV | Lot V |
|-------------------------------------|-------------------|----------------|---------------|-----------------|----------------|----------------|
| 1-Star Networks, LLC. | PT66912 | | | Regions 1 and 2 | | |
| Absolute Connections, Inc. | PT67029 | | | Regions 3 and 4 | | |
| Active Vision, Inc. | PT66913 | Statewide | | | | |
| AFA Protective Systems Inc. | PT66944 | | | Regions 1-4 | | |
| Alarm & Suppression Inc. | PT66945 | | | Regions 5-6 | | |
| Alarm Specialists Inc. | PT66946 | | | Regions 1-4 | | |
| Alltech Integrations, Inc. | PT67032 | | | Regions 5-7 | | |
| Arco Protection Systems, Inc. | PT67033 | Statewide | Regions 2-7 | Regions 2-7 | | |
| Comalli Group, Inc. | PT66915 | | | Regions 3-7 | | |
| Convergint Technoloiges, Inc. | PT67410 | Statewide | | Statewide | | |
| Davis Ulmer Sprinkler Company, Inc. | PT67038 | | | Region 7 | | |
| Datamaxx Applied Technoloiges, Inc. | PT67411 | | | Statewide | | |
| Deterrent Technology, Inc. | PT66767 | | | Region 2 | | |
| Fire Fighting Equipment, Inc. | PT67044 | Region 7 | Region 7 | Region 7 | | |
| Frontline Security Solutions, Inc. | PT67045 | Statewide | | Regions 1-4 | | |
| Frontrunner Network Systems, Inc. | PT67046 | Statewide | | | | |
| General Security, Inc. | PT67048 | Regions 1, 3-9 | | | Regions 1, 3-9 | Regions 1, 3-9 |
| Great Lakes Building System, Inc. | PT66920 | | | Regions 7-9 | | |
| Harris Corporation | PT67050 | | | Statewide | | |

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|---|---------|-------------|----------------|----------------|-----------------|-----------------|
| ICOM America, Inc. | PT67152 | Statewide | | | | |
| Island Tech Services, LLC. | PT67052 | Statewide | | | | |
| ITG Larson, Inc. | PT66950 | Statewide | Regions 1-4 | Regions 1-4 | | |
| IVS, Inc. d/b/a Angeltrax | PT65440 | Statewide | | Statewide | | |
| LA Cabling, Inc. | PT67054 | | | | Statewide | Statewide |
| LPC, Inc. | PT64315 | Statewide | Regions 1-3, 5 | Regions 1-3, 5 | Regions 1-3, 5 | Regions 1-3, 5 |
| Motorola Solutions, Inc. | PT67045 | | | Statewide | | |
| New England Software and Systems, Inc. | PT66921 | Statewide | | Regions 3-8 | Statewide | Statewide |
| New England Mechanical d/b/a Emcour | PT67410 | Regions 4-6 | Regions 4-6 | Regions 4-6 | Regions 4-6 | Regions 4-6 |
| New York Security Systems, Inc. | PT67057 | Statewide | | | | |
| NDI Technologies, Inc. | PT67055 | Statewide | | Statewide | | |
| Oak Security Group, LLC. | PT67058 | Statewide | | | | |
| Philip M. Casciano (PMC) Associates, Inc. | PT67059 | Statewide | Statewide | Statewide | Statewide | Statewide |
| Plugout, LLC. | PT66922 | Statewide | | Regions 1-4 | | |
| Priority Connection, Inc. | PT66924 | | | Statewide | | |
| Safeco Alarm Systems, Inc. | PT67060 | | | Regions 3-5 | | |
| Sapling Co., Inc. | PT66925 | Statewide | | | | |
| Scarsdale Security Systems, Inc. | PT67061 | | | Statewide | | |
| Secure Care Products, LLC. | PT67062 | | | Statewide | | |
| Spatial Systems | PT67063 | | | | | Statewide |
| Suffolk & Security Professionals, Inc. | PT66926 | Statewide | Region 1 | Region 1 | | |
| Structure Works, Inc. | PT67415 | Statewide | Statewide | Statewide | Statewide | Statewide |
| TEC Solutions Concepts, Inc. | PT67066 | Statewide | | | | |
| Tripp Manufacturing | PT67068 | Statewide | | | | |
| United Radio, Inc. | PT67069 | | | | Regions 7 and 8 | Regions 7 and 8 |
| U&S Services Corp. | PT63600 | Statewide | Region 9 | Region 9 | | Region 9 |
| Vehicle Tracking Solutions, Inc. | PT67543 | Statewide | Statewide | Statewide | | |
| Vertex Standard USA< Inc. | PT67418 | Statewide | | | | |
| Zetron, Inc. | PT67155 | | | Statewide | | |

Please Note:

When utilizing contracts awarded as a result of RFP 20191, Authorized Users should note that the pricing is “Not to Exceed.” As these are multiple award contracts, Authorized Users are encouraged to seek quotes from multiple contractors, and negotiate for better pricing. Authorized Users should always follow their Internal Procurement Guidelines and Best Practices and maintain a detailed Procurement Record.

LIST OF SUBCONTRACTORS:

Please see below the following link to the Pricing and Contract Information Page:

<http://www.ogs.ny.gov/purchase/snt/awardnotes/7720120191Prices.pdf>

ATTACHMENT ONE: DCJS AND FBI CERTIFIED SPECIFICATIONS:

Authorized

Users:

OGS incorporated DCJS and FBI Certified Specifications into RFP 20191 (See Section I.3.8, pages 11-18). For any additional information regarding these specifications, Authorized Users should contact the following DCJS employee:

Jerry Nimick.

Phone: 1-800-262-3257

E-Mail: Jerry.Nimick@dcjs.state.ny.us

The telephone number listed above is to the DCJS Customer Contact Center (CCC). Authorized Contract Users can call the CCC and dial by last name to reach Mr. Nimick.

ATTACHMENT TWO: PROJECT REFERENCES:

PROJECT REFERENCES/CLIENT INFORMATION
ONLY REQUIRED IF REQUESTED
REFERENCE FORM
(Submit one form per reference)
BIDDERS INFORMATION

Bidding Company/Contact Person: _____ / _____

Contact Person Telephone Number: _____

PROJECT REFERENCE/CUSTOMER'S INFORMATION

Customer Name _____

Customer Address _____

Contact Person _____

Telephone Number _____

Facsimile Number _____

E-Mail Address _____

Date Range of Service _____ thru _____

Dollar Value of Project/Contract _____

Description of Equipment/Solution provided: _____

ATTACHMENT THREE: OGS CONTRACT 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, 38th Floor
Corning Tower - Empire State Plaza
Albany, New York 12242
* * * *



Contract Award Notification Update

CONTRACT AWARD NOTIFICATION

Supplemental Award August 18, 2016

| | | |
|--------------------------------|---|--|
| Title | : | Group 77201 Security & Facility Systems & Solutions (Statewide) Classification Code(s): 32, 43, 46, 92 |
| Award Number | : | 20191 (Replaces Awards PGB-01057, PGB-19110, PGB-18735, PGB-3711, PGB-4509, 02204, PGB-02360, PGB-02455, PGB-02456, C-4476) |
| Contract Period | : | August 27, 2007 through August 26, 2020 Note: See Individual Contracts for Actual Term |
| Bid Opening Date | : | October 7, 2014 |
| Date of Issue | : | August 18, 2016 |
| Specification Reference | : | As Incorporated In The RFP |
| Contractor Information | : | Appears on Page 21 of this Award |

Address Inquiries To:

| State Agencies & Vendors | | Political Subdivisions & Others | |
|--------------------------|------------------------------------|---------------------------------|--------------------------------|
| Name | : Joseph Better | | Customer Services |
| Title | : Contract Management Specialist 2 | Phone | : 518-474-6717 |
| Phone | : 518-474-7101 | Fax | : 518-474-2437 |
| Fax | : 518-474-8676 | E-mail | : customer.services@ogs.ny.gov |
| E-mail | : Joseph.better@ogs.ny.gov | | |

**The Procurement Services Group values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

SECURITY SYSTEMS AND SOLUTIONS

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SCOPE:

The New York State Office of General Services, Procurement Services, has established centralized contracts for Security & Facility Systems & Solutions products, installation, system integration and maintenance. This is a multiple award, periodic recruitment contract to allow for new technologies and contractors to be added during the life of the contract. Contractors can Resultant contract awards can include one category, multiple categories, all categories. Resultant contract(s) will include but not be limited to the following:

ALARM AND SIGNAL SYSTEMS (INTRUSION ALARMS, FIRE ALARMS, ETC.)
 ALARM SYSTEMS – WIRELESS
 BIOMETRIC ACCESS CONTROL
 BUILDING AUTOMATION SYSTEMS
 BUILDING CONTROL SYSTEMS
 BUILDING MANAGEMENT SYSTEMS
 CAMERAS/LENSES
 CCTV SYSTEMS
 CLIMATE/TEMPERATURE CONTROL & MONITORING SYSTEMS
 COMPUTER AIDED DISPATCH (CAD) SYSTEMS
 COMMAND CENTER DISPATCH AND MONITORING EQUIPMENT/SYSTEMS
 DVR'S/NVR'S
 ELECTRICAL DISTRIBUTION SYSTEMS (ELECTRICAL SWITCHGEAR, AUTOMATIC TRANSFER SWITCHES,
 PANELBOARDS, ETC.)
 ELECTRIC VEHICLE CHARGER SYSTEMS
 ELECTRONIC ACCESS CONTROL
 ELECTRONIC ARTICLE SURVEILLANCE
 EMERGENCY MANAGEMENT SYSTEMS (EMS) RECORDS MANAGEMENT
 EMERGENCY NOTIFICATION SYSTEMS
 ENERGY MANAGEMENT SYSTEMS
 FLEET MANAGEMENT/VEHICLE TRACKING SYSTEMS
 FIRE PROTECTION/DETECTION/CONTROLS (SPRINKLERS, CHEMICAL SUPPRESSION SYSTEMS, FIRE
 EXTINGUISHERS, KITCHEN HOODS, FIRE DOORS, etc.)
 GENERATORS (PERMANENT AFIXED, NOT PORTABLE)
 GEOGRAPHIC POSITIONING SYSTEMS, AERIAL IMAGING SYSTEMS, ETC.
 GEOGRPAHC INFORMATION SYSTEMS (GIS) (ENTERPRISE GEOCODER, GEOSPATIAL,
 GUARD TOUR SYSTEMS
 HVAC SYSTEMS (CHILLERS, BOILERS, DUCTWORK, ETC.)
 ID CARD PRINTERS, READERS, CARDS, BADGES, ACCESSORIES
 ID EQUIP. ELECTRONIC CARD ID SYSTEM
 ID EQUIPMENT, ELECTRONIC
 IN-BUILDING COMMUNICATION SYSTEMS
 INTEGRATED SECURITY SYSTEMS
 INTELLIGENT TRANSPORTATION SYSTEMS
 INMATE/JAIL RECORDS MANAGEMENT SYSTEMS
 INTEROPERABILITY SYSTEMS (INCLUDING GIS INTEROPREABILITY)
 INTRUSION DETECTION/CONTROLS
 INVENTORY MANAGEMENT/TRACKING SYSTEMS
 LAW ENFORCEMENT DATA CAPTURING SYSTEMS
 LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEMS (RMS)
 LIVESCAN CAPTURE, STORE, AND FORWARDING SYSTEMS
 LIGHTING CONTROL/OCCUPANCY SENSOR SYSTEMS
 LOCKING HARDWARE
 MONITORING EQUIPMENT
 NURSE CALL SYSTEMS
 OTHER PHYSICAL SECURITY (LIGHTING/SAFES/ETC.)
 OUTDOOR PERIMETER (FENCES/GATES/ETC.)
 PERSONAL ALARMS
 PORTALS, TURNSTILES, ETC
 PUBLIC ADDRESS SYSTEMS
 PUBLIC SAFETY COMMUNICATOINS SYSTEMS
 RADIO/TWO-WAY COMMUNICATIONS EQUIPMENT/SYSTEMS (RADIOS, REPEATERS, ANTENNAS,
 INFRASTRUCTURE, ETC.)
 RFID, BIOMETRIC, AND TRACKING EQUIPMENT AND SYSTEMS

RECORDING EQUIPMENT/SYSTEMS
SECURITY MANAGEMENT SOFTWARE
SECURITY OFFICE – PRODUCTS
SECURITY DISPATCH CONSULES
TIME MANAGEMENT SYSTEMS (CLOCKS, etc.)
TRAINING/EDUCATION
UPS/POWER PROTECTION SYSTEMS
VIDEO/CCTV SYSTEMS & SURVELLIANCE

Awards may include awards to one or more of the five (5) lots as indicated below, with awards made statewide and by region(s). Additionally OGS Procurement Services reserves the right to make awards for comprehensive offerings that include all of or portions of the above categories of products and labor. E.g. Manufactures/Distributors of CCTV systems may receive an award if it is the best interest of NYS.

The intent of the Security & Facility Systems & Solutions contracts is to establish comprehensive contracts which allow authorized users to obtain full solutions for the aforementioned products/systems which fit the scope of this contract. To allow for this, all necessary materials, installation/labor, maintenance, etc. can be obtained under this contract. This includes public works labor (Article 8) including, but not limited to:

- A. Running, pulling, and blowing of cable, fiber optics, low voltage, and line voltage (110V and greater) wiring for security systems, fire alarms, electrical distribution systems, etc.
- B. Installing ductwork, piping, chillers, boilers, cooling units/towers, and other related article 8 work for hvac/mechanical systems
- C. Installing sprinkler piping, chemical suppression systems, etc.
- D. Mounting of cameras, equipment, lighting, panels/panelboards, etc.
- E. Other public work which is necessary to obtain an entire physical security or facility system and solution.

All of these systems and solutions utilize/are run on software and require programming, commissioning, integration, etc. (technical services) to implement. The article 8 work is inextricably integrated to the implementation of these systems/solutions. Therefore, these systems/solutions are Services and Technologies. As such, OGS has procured these contracts via a Best Value Methodology.

It is not the intent of this contract to perform the erection, construction, or reconstruction of buildings. By “Buildings” OGS Procurement Services is strictly referring to the foundation, structural walls/columns, bearing walls, floors, roofing, etc. which are the physical super structure/shell of a building generally provided by a General Contractor. OGS understands that the installation, integration, or maintenance of the systems and solutions which fit the scope of this contract may include work which may incidentally affect the building (e.g. core drilling a building/boring through a building to run wire). In these cases, the fundamental question that the user should ask is as if this work is directly tied to the provision of the systems and solutions which fit the scope of this contract. If a customer has any questions regarding the acceptability of any work to be performed on this contract, they should contact the contract administrator.

Eventual contracts awarded will be utilized by Authorized Users which include: New York State Agencies, political subdivisions, school districts and others authorized by law (see USE OF CONTRACT BY OTHERS, [Section IV](#)). Accordingly, references to the State and its Agencies as users under this Request for Proposals and the ensuing contracts encompass and include other users such as these entities.

LOTS:

Catalog contracts were awarded according to LOTS and Region or Statewide. The RFP has been divided into the following LOTS:

- LOT 1: Product Only
- LOT 2: Product & Maintenance
- LOT 3: Product, Installation, Integration & Maintenance
- LOT 4: Installation Only
- LOT 5: Integration Only [Actions required to join an existing and new system into an integrated application or to connect various components of new applications into a centralized system]

REGIONS:

The RFP covered the following counties in the nine regions listed below:

| Regions | Areas | Counties |
|----------|-------------|--|
| Region 1 | Long Island | Nassau Suffolk |
| Region 2 | New York | Bronx Kings New York Queens Richmond |
| Region 3 | Westchester | Dutchess Putnam Westchester |
| Region 4 | Ulster | Orange Rockland Sullivan Ulster |
| Region 5 | Albany | Albany Columbia Delaware Fulton Greene Montgomery Otsego Rensselaer Schenectady Schoharie |
| Region 6 | Adirondack | Clinton Essex Franklin Hamilton Saratoga Warren Washington |
| Region 7 | Syracuse | Cayuga Herkimer Jefferson Lewis Madison Oneida Onondaga Oswego |

| | | |
|----------|--------------|--|
| | | St. Lawrence |
| Region 8 | Finger Lakes | Broome Chemung Chenango Cortland Livingston Monroe Ontario Schuyler Seneca Steuben Tioga Tompkins Wayne Yates |
| Region 9 | Buffalo | Allegany Cattaraugus Chautauqua Erie Genesee Niagara Orleans Wyoming |

APPENDIX A:

Appendix A, Standard Clauses for New York State Contracts, dated June 2014, 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 June 2014, 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 Terms of from RFP 20191 dated 10/7, or Appendix A.

PARTICIPATION IN CENTRALIZED CONTRACTS:

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See “Participation in Centralized Contracts” in Appendix B-1/Appendix B clause 39. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the “Price” clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www.ogs.state.ny.us). Questions regarding an

organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

EXTENSION OF USE:

Any contract awarded as a result of RFP 20191 may be extended to additional states or government jurisdictions upon mutual written agreement between New York State (the lead contract State) and the Contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extension.

TERM OF CONTRACT:

The term of the Contract will commence upon approval by the Office of State Comptroller and issuance by the Office of General Services and will continue for a period of approximately 2.5 years. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years. The Contractor's authority to sell Security & Facility Systems and Solutions shall expire upon the termination of the purchase portion of the Contract as indicated above even though authorized users will be able to have maintenance continue past the contract expiration date.

Maintenance Contract terms (i.e., those terms of the contract related to maintenance) can survive the original contract term or any extensions for a period of 3 years. This is meant to include preventive maintenance, remedial maintenance as well as ongoing moves, additions and changes of equipment and software upgrades to the basic system.

TERMINATION OF CONTRACT:

Please refer to Appendix B-1 Clause 59/ Appendix B Clause 60 for the circumstances permitting Termination for Cause and Termination for Convenience.

STOP WORK ORDER:

The Office of General Services reserves the right to stop the work covered by contract(s) resulting from RFP 20191 at any time that it is deemed the successful Contractor is unable or incapable of performing the work to their satisfaction. In the event of such stoppage, the Office of General Services shall have the right to arrange for the completion of the work in such manner as it may deem advisable and, if the resulting cost exceeds the amount of the bid, the successful Contractor shall be liable to the State of New York for any increase in cost.

CANCELLATION FOR CONVENIENCE:

In addition to rights afforded in Appendix B, Clause 47, The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days' notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory

work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

NOTE TO CONTRACTOR:

Cash Discount, If Shown, Should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See “Contract Payments” and “Electronic Payments” in this document.)

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR EQUAL EMPLOYMENT AND BUSINESS PARTICIPATION OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND NEW YORK STATE CERTIFIED MINORITY/WOMEN-OWNED BUSINESSES:

The New York State Office of General Services (OGS), as part of its responsibility, recognizes the need to promote the employment of minority group members and women and to ensure that certified minority and women-owned business enterprises have opportunities for maximum feasible participation in the performance of OGS contracts. In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" (“the Disparity Study”). The report found evidence of statistically significant disparities between the level of participation of minority and women-owned business enterprises in state procurement contracting versus the number of minority and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that OGS establishes goals for maximum feasible participation of New York State Certified minority and women-owned business enterprises (“MWBE”) and the employment of minority groups members and women in the performance of New York State contracts.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

By submission of a bid or proposal in response to this solicitation, Contractors 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 it and any 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, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to this Contract; or (ii) employment outside New York State.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services Group supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

| | |
|----------|---------------------------|
| RS,RP,RA | Recycled |
| RM | Remanufactured |
| SW | Solid Waste Impact |
| EE | Energy Efficient |
| E* | EPA Energy Star |
| ES | Environmentally Sensitive |

EPA ENERGY STAR PROGRAM:

The Federal EPA, in cooperation with manufacturers, continues a program to foster the manufacture of energy efficient equipment. New York State fully supports this effort.

NOTE TO AUTHORIZED USERS:

Authorized Users should review the "How to Use Guidelines" for contrWhen placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing all contracts awarded as a result of RFP 20191. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in the case of multiple awards for the same or similar equipment or systems, authorized users should contact multiple contract holders to ensure they receive the best possible prices. Contracts issued as a result of RFP 20191 contain "not to exceed pricing" and authorized users should always seek better pricing when issuing a purchase order. Authorized Users are encouraged to seek quotes from multiple contractors and/or negotiate for better pricing. Authorized Users should always follow their Internal Procurement Guidelines and Best Practices and maintain a detailed Procurement Record.

Authorized users have the responsibility to document their purchasing decisions, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a. a statement of need and associated requirements,
- b. a summary of the contract alternatives considered for the purchase,
- c. the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

PURCHASE ORDER PREPARATION:

See “Purchase Orders” in Appendix B-1/Appendix B, item 44 OGS General Specifications.

If there is a discrepancy between the purchase order and what is listed on contract, it is the contractor’s obligation as a condition of payment to clarify and resolve what is to be actually shipped by contacting ordering agency.

CONTRACT PAYMENTS:

Contract payments cannot be processed by New York State agencies and other authorized users until the contract products have been delivered and accepted. Services may be paid based on progress payment milestones agreed to between the State Agency/Authorized User and the Contractor, provided this does not waive or diminish any of the Terms and Conditions in this contract, including, but not limited to Acceptance Testing/System Acceptance and Contractually-required warranty periods. Invoices for such payment must contain sufficient data including, but not limited to, New York State’s Contract Number, description of product, quantity, unit and price per unit as well as federal identification number. See “Contract Billings” in Appendix B-1/Appendix, OGS General Specifications.

The Contractor will submit an invoice after Acceptance or, in the case of “drop-ship” Products, after the Authorized User receives all the Products listed on the Purchase Order. If the invoice is issued before either of these actions, it is the Authorized User’s responsibility to write a letter to the Contractor stipulating the requirement for Acceptance or receipt of Product to occur prior to invoicing. This will stop the clock for the application of State Finance Law Article XI-A, item 15. After the receipt and/or Acceptance, all necessary Authorized User, OSC, etc. documents must be processed for payment of the invoice.

The voucher or invoice will contain the Contract ID number, the name of the Authorized User; the location where service was performed; and, either in its body or as an attachment will contain a copy of the report itemizing the Product received and/or the work completed during that time period.

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an “electronic payment” option in lieu of issuing checks. Contact OSC to obtain an information packet at 518-474-4032 or e-mail to epunit@osc.state.ny.us or visit their website at www.osc.state.ny.us.

NEW YORK STATE PROCUREMENT CARD:

See “Procurement Card” in Appendix B-1/Appendix B, OGS General Specifications.

The following Contractors will accept the New York State Procurement Card for orders up to \$15,000.00) with no additional discount:

| | |
|--------------------------------|--|
| Fire, Security and Sound, Inc. | J Fire Protection, Inc. d/b/a Starfire |
|--------------------------------|--|

MINIMUM ORDER:

Minimum order shall be \$100.00. This value is determined by the aggregate of an order (e.g. if an authorized user issues a purchase order for 10 items, each with a price which is less than \$100.00, but the aggregate price of these items is greater than \$100.00, the order has exceeded the minimum order). Authorized Users and contractors shall not artificially separate orders to be under the minimum order.

PREVAILING WAGES:

If any portion of work being bid is subject to the prevailing wage rate provisions of New York State Labor Law, the following shall apply:

A. “PUBLIC WORKS” AND “BUILDING SERVICES”

Bidders must refer to Appendix B, Clause 10 for a full description of these subjects.

B. PREVAILING WAGE RATE APPLICABLE TO BID SUBMISSIONS NYS DEPT. OF LABOR

PREVAILING WAGE RATE SCHEDULES

ALL PUBLIC WORKS AND BUILDING SERVICE CONTRACTS, REGARDLESS OF DOLLAR VALUE, REQUIRE THE PAYMENT OF PREVAILING WAGES AND SUPPLEMENTS AS ESTABLISHED BY LAW BY THE DEPARTMENT OF LABOR.

Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in monetary fines or debarment from bidding and awarding of contracts.

NOTE: CONTRACTORS AND SUBCONTRACTORS ARE FURTHER REQUIRED TO POST THE PREVAILING WAGE RATES IN A PROMINENT AND ACCESSIBLE PLACE AT THE WORK SITE. Vendor is solely responsible for confirming subsequent changes to the posted rates and for paying the prevailing rates at all times during the contract term.

This is a Public Works project. The Bidder must use the labor rates and must adhere to Department of Labor rules and regulations in the payment to employees **Notice: Prevailing Labor Rates from the NYS Department of Labor are available on the web site.**

Reference PRC# 2010006433

Work being bid is subject to the prevailing wage rate provisions of New York State Labor Law. See "Prevailing Wage Rates - Public Works and Building Services Contracts" in Appendix B, OGS General Specifications. The PRC reference number for prevailing wage rates for this bid is **2010006433**. Any federal or State determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful" might be grounds for a determination of vendor non-responsibility and rejection of bid or cancellation of the contract.

A list of companies with which the Department of Labor prohibits State Agencies from doing business is located at the end of the labor rates list. The issuing Office will disqualify any bid from a company that is listed and a bid that uses one of the listed companies as a subcontractor.

The awarded Vendor(s) will be required to complete the following actions and maintain Department of Labor records as indicated:

- 1) The Prevailing Wage Schedules must be posted at the work site so that the workers are aware of the wages and supplements to which they are entitled by law.
- 2) The awarded Vendor(s) must provide all workers with written notice informing them of the prevailing wage requirements for the job and each worker must sign a statement or declaration that attests that all workers have been given this information.
- 3) The Vendor(s) are required to certify payrolls and keep the certified records on site and available.

Bidders must submit proposals which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits, expense reimbursement, and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit proposals based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Proposals that fail to comply with this requirement will be disqualified.

C. WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM

The wages to be paid under any resulting contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the contract term that apply to the classes of individuals supplied by the contractor on any projects which result from this contract which is subject to the provisions of this article. Contractor is solely liable for and must pay such required prevailing wage adjustments during the contract term as required by law.

D. DAY'S LABOR - DEFINED FOR ARTICLE 8, PUBLIC WORKS (FOR PURPOSES OF ARTICLE 8 OF THE LABOR LAW)

No laborer, workers or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property.

'Extraordinary emergency' shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the industrial commissioner for the preservation of the contract site and for the protection of the life and limb of the persons using the contract site.

PRICE SHEETS AND CATALOGS:

Upon request, Contractor(s) shall be required to furnish, without charge, catalog and price lists identical to those accepted with their bid, including any changes (additions, deletions, etc.) pursuant to the contract, to authorized users. Catalogs and price lists provided must reflect all products excluded from the resultant contract either through the omission of those portions or by obvious indications within the catalogs and price lists.

Catalogs and price lists may be furnished in either hard-copy or electronic format. If available in both formats, they shall be furnished in the format preferred by the requesting authorized user. Upon request the contractor shall assist authorized users in the use of catalogs and price lists.

INSTRUCTION MANUAL:

Simultaneous with delivery, the contractor(s) shall furnish to the authorized user a complete instruction manual for the product and for each component supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, schematic and wiring diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

PRICING/LABOR RATES:

All net prices must **INCLUDE** all applicable shipping; handling, insurance and associated delivery charges (F.O.B. Destination the dock/delivery location of the Authorized User) Reference Appendix B, Clause 35, Shipping/Receipt of Product and Clause 36, Title/Risk of Loss.

All rates must include travel time and costs incurred for travel to and from the site (including, but not limited to travel, meals, lodging, gas/fuel, tolls, etc.). Rates and charges for the Product, installation, systems integration, and maintenance of the Product must include all travel and costs associated with accessing the installation site.

The "not to exceed" rates for the Contractors are posted on the OGS website. There is a NYS Net Price Sheet for each Contractor and Lot/Region awarded. To view the NYS Net Price Sheets, go to www.ogs.state.ny.us, point on "Procurement Contracting Services," then click on "Contracts," then click on "Search Contracts," and enter the Group Number and Award Number on the front page of the Contract Award Notification into the search fields.

REMEDIAL MAINTENANCE:

Whether the Authorized User elects to subscribe to monthly maintenance, prepaid annual maintenance, or Time and Materials (T&M), remedial maintenance shall be performed after the Authorized User notifies the Contractor that the equipment is inoperable or unsuitable for operation.

The Maintenance Center will be responsible for insuring that service for each request is provided in accordance with the following:

- A. Priority Emergency Service - A "Priority Emergency" is a situation involving a major malfunction of the security products or system service, which is defined as the inability of 10% or more of the security products or systems (including, but not limited to: security cameras, fire alarms and the software for the same) to not operate correctly. The Contractor shall respond* in Priority Emergencies within two (2) continuous hours following notification by the Authorized User. Authorized Users reserve the right to require a more stringent definition of a Priority Emergency at time of purchase.
- B. Emergency Service - An "Emergency" is a situation involving a "critical" System failure in the opinion of the Authorized User. The Contractor shall respond* in Emergencies within three (3) continuous business hours after Authorized User notifies Contractor of the emergency.
- C. Non-Emergency Service - A "Non-Emergency" is a situation involving a System failure of a scope less than that described for an Emergency. The Contractor shall respond* in Non-Emergencies within six (6) continuous business hours after Authorized User notifies Contractor of the malfunction.

***"Respond" (for Sec. II.9.4)** shall be when the contract holder commences performing remedial maintenance. "Commence Performing" is when a qualified and prepared technician is actually working on, examining, or in some way servicing the system with a malfunction to attempt to correct the problem. **Scheduling, simply returning a phone call, having an untrained representative/unprepared technician arrive on site, etc. do not constitute meeting the Response Time Requirements.**

The above response limitation includes travel time. Remedial maintenance must be available twenty-four hours per day, seven days per week, including New York State legal holidays. Details of how the supplier will meet this level of responsiveness, and how any exception will be dealt with must be described in the Bidder's proposal in Appendix C.

Contractors must provide a local telephone number for the facility. If a service or maintenance call to the service center would result in the requesting Authorized User incurring toll charges, the Contractor must provide a toll free telephone number (i.e. 800 or 888 number, Collect Call). This excludes local message units. A national toll-free number for service and dispatch of local technicians is acceptable.

If the Contractor does not perform according to the contract, the Authorized User reserves the right to contract with another maintenance company. The difference in cost, if any, between the two will be borne by the Contractor named in this contract. If the Contractor subcontracts any portion of the service, the subcontractor must be approved by OGS.

The requirements of this section (Sec. II.9.4) shall apply to contractors during the warranty period required by Appendix B, Clause 59, when the contractor has provided the products, installation, and systems integration.

MAINTENANCE SERVICES FOR PRODUCTS PURCHASED OUTSIDE AWARD 20191:

In addition, maintenance services for systems/equipment not purchased from contracts established for Security & Facility Systems & Solutions as a result of RFP 20191 may be purchased from bidders awarded contracts for LOTS 2 and 3 under the following conditions:

1. Authorized Users are allowed to purchase replacement parts and monthly maintenance for systems/equipment purchased outside of the Award 20191, if the replacement parts and monthly maintenance rates for the systems/equipment are on the Contractor's NYS Net Price sheets. See bullet # 3.
2. Authorized Users would be allowed to purchase Time and Material maintenance for any products offered by a contractor (requiring a Manufacturer's Guarantee for all products not manufactured by the contractor), even if the specific product is not on the Contractor's NYS Net Price Sheets. See bullet #3.
3. The Contractor would be required to establish maintenance rates at or below the rates listed on their NYS Net Price Sheets and add to the contract prior to sale via the contract update procedures.
4. Contractors are not obligated to provide the Authorized Users maintenance service for systems/equipment not purchased from the NYS Security & Facility Systems & Solutions Contracts.
5. The Contractor will inspect the system/equipment to make a determination as to whether or not they wish to provide the Authorized User maintenance. *Any rates for the inspection service will be at or below the hourly or per inspection rates listed on the Contractors' NYS Net Price Sheets.* Contractors may refuse to offer maintenance on previously purchased equipment, *due to age, condition, availability of parts, etc.*
6. The availability of maintenance services for systems/equipment not purchased from contracts for Security & Facility Systems & Solutions established as a result of RFP 20191 will end at the same time as the maintenance contracts for systems/equipment purchased under Award 20191. (see Section 1.1 above)

NYS FIRE ALARM SECURITY SYSTEMS INSTALLER LICENSE:

Section 69-M of the General Business Law and Title 19 NYCRR Reg. 195.2 provide that any person engaging in the business of installing, servicing or maintaining security or fire alarm systems must be licensed to do so. .

Additional information regarding these requirements may be obtained from the New York State Department of State at:

<http://www.dos.state.ny.us/lcns/professions/sec-fireinstallers/install1.htm>

Bidders submitting proposals for Lots 2-5 must provide proof of compliance with these requirements with the bid submission.

REGULATORY COMPLIANCE:

All equipment offered in eventual contract(s) resulting from this RFP shall be in compliance with all applicable regulatory rules and standards (e.g. FCC, EIA, UL) that govern operation of the equipment at the time of the bid opening and for the entire term of the contract. It is the

responsibility of the Contractor to ensure, throughout the term of the contract, their compliance with this section.

EXAMINATION OF SITES AND SPECIFICATIONS:

At the discretion of the Authorized User and prior to the issuance of the Cost Quote, Contractors **may be required to perform a site visit at the associated installation location** to become familiar with any local condition, which may in any manner affect the work to be done, as well as equipment, materials, labor, or services required. Contractors are required to examine carefully the specifications and to familiarize themselves thoroughly concerning any conditions and requirements that may in any manner affect the work to be performed under the contract. During the site visit, the Authorized User will indicate placement of all equipment. In addition, Contractors should specify if there are any required modifications or additions to the site, which are required to insure proper operation of the equipment. If changes are required, they must be included in the Cost Quote.

No allowances will be made because of lack of knowledge of these conditions. Ignorance of the requirements will not relieve the Contractors of their liability and obligations under the contract. Contractors shall provide drawings of typical equipment room layouts, specifying floor space and electrical outlet requirements for each system, assuming maximum system capacities are ordered.

AUTHORIZED USER COMPLIANCE WITH LEGAL REQUIREMENTS:

Authorized users must comply with the following requirements under New York State Law:

- a. Identification of legal authority for system installation (i.e.: construction work is regulated by statute and not all agencies are authorized to perform such work).
- b. Payment of applicable Department of Labor Prevailing Wage Rates under Article 8 Labor Law.
- c. Compliance with state and local building codes. For each project undertaken, State Agencies must obtain a Construction Permit and an eventual Code Compliance Certificate from a Construction Permitting Agency. In accordance with NYCRR Title 19 Part 448, such agencies are so designated by the Department of State. Authorized Users, other than State Agencies, must obtain Construction Permits and Certificates of Code Compliance from the local building department having jurisdiction.
- d. Plans and specifications that are certified and stamped by a NYS licensed architect or engineer.
- e. In OGS Buildings, obtain an approval from the appropriate Building Manager.

ACCEPTANCE TESTING AND SYSTEMS ACCEPTANCE:

The State defines system acceptance as the “problem free” operation of a system/solution* after it is fully furnished** for a consecutive 30 day period commencing with the first day of business after the system/solution 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 ALL components of the system/solution provided by the contractor 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 increase the 30 day acceptance period. At the conclusion of the Acceptance Testing 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 testing.

The Contractor must agree to perform at the request of the Authorized User or as required by Code/Law an acceptance test which simulates the normal operating conditions of the installed equipment, system, or solution, and complies with all applicable Building Code or Industry Standard Requirements as applicable to ensure proper performance after acceptance of the system/solution by the Customer.

Authorized Users reserve the right to require additional performance and acceptance testing standards at the time of purchase.

*Note: System/Solution for this section shall mean, without limitation, all components of a physical security and facility system and solution provided under this contract by a contractor, including, but not limited to all products, installation labor, systems integration, and post-Appendix B, Clause 59 Warranties. Products shall include, but not be limited to wiring, conduit, piping, ductwork, mounting racks/equipment, all hardware, software, sensing equipment, etc. provided, installed, and integrated by the contractor. This includes products, installation, and integration provided by subcontractors and for remedial maintenance as defined in Sec. II.9, any equipment repaired or replaced.

**Note: "Fully furnished" for this section shall means that all products/materials have been provided, all installation labor/services performed, all systems integration (including, but not limited to programming, engineering, commissioning, etc.) and, for remedial maintenance as defined in Sec. II.9, the equipment is repaired or replaced.

GENERAL REQUIREMENTS:

- A. The Office of General Services will make no allowance or concession to the Contractor for any alleged misunderstanding or deception because of quantity, quality, character, location, or other conditions.
- B. Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality, or extent of work to be furnished, it shall be assumed that the Contractor has based the proposal on the specifications more favorable to the State. Final decision will rest with the Office of General Services.
- C. The equipment to be supplied will either be newly manufactured equipment or remanufactured equipment and will be guaranteed to be standard new equipment, latest model of regular stock product and current production, with all parts regularly used with the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice. All equipment delivered for installation will:
 - (1) conform to the testing standards at the time of purchase under this contract; and

(2) incorporate the most recent design changes from the manufacturer as of the scheduled delivery dates for that technology.

Any equipment to be replaced must be either new or remanufactured and produced by a reputable manufacturer. The equipment must be the same as or equal to the original equipment. All substitutes for the original manufacturers' equipment must be approved by the Authorized User before installation.

For a minimum period of one year from acceptance, the products shall be represented and warranted to be free from defects in materials or workmanship, and shall substantially conform to the specifications, performance standards, and descriptions in the documentation, so as to provide use of the products in accordance with such documentation without significant functional downtime to the Authorized User's ongoing business operations during the warranty term. The product is further warranted to be adequate to meet the Authorized User's needs. The products must also be currently installed and demonstrable in a user environment for a minimum of three months. Experimental or unannounced equipment will not be acceptable. All equipment shall be covered by the manufacturer's standard warranty or for a minimum of one (1) year warranty, whichever is longer from the date of acceptance of the equipment. If, during this period, such faults develop, the unit or component affected is to be replaced without any cost to the State. Where accessories are to be supplied, they must be compatible with the rest of the equipment.

Equipment, as installed or subsequently modified by Contractor (or others with its knowledge and consent) shall be suitable for connection to the common carrier network or other equipment (as identified by Authorized User) and shall be provided with the guarantee that such interconnection will not in any way impair the quality of transmission or cause any harmful effects to such network or equipment. Contractor will save the State harmless from any action brought against the State to the extent that it is based on a claim that the equipment at any time caused any such harmful effects, except to the extent that such damage was caused by acts or omissions of the State. The warranty, and remedy, set forth in this paragraph shall only be operable to the extent Authorized User informs Contractor of the carriers or equipment to which Hardware will be connected.

Any equipment replaced by the Contractor during the contract period shall be either new, or remanufactured, manufactured by a reputable manufacturer and guaranteed for one (1) year from the date of acceptance of the replacement and replaced at no cost if found defective during that time.

Contractor will utilize equipment that is free of any liens or encumbrances.

- D. The Office of General Services' interpretation of specifications shall be final and binding upon the Contractor.
- E. The Contractor shall be completely responsible for their work, including any damages or breakdowns caused by their failure to take appropriate action.
- F. Trained technicians are required to do all servicing. All technicians shall have at least two (2) years' experience on the systems bid.

CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITIES:

NYSPro considers the prime contractor to be the sole contact with regard to all provisions of the contract, to include payment of all charges resulting from the procurement and installation of the entire equipment and/or software configuration. In the event the contract includes hardware and/or software manufactured by another manufacturer or supplier, the Prime Contractor must assume full

responsibility for delivery, installation, maintenance, and support services for such items offered in the proposal. The Prime Contractor shall ensure that there is no interruption of service during implementation and shall assume responsibility for any related negotiations with local service providers. Contract holders may authorize any reseller to accept purchase orders, issue invoices and receive payments

- A. The Contractor and its representatives must work in harmony, cooperation and coordination with existing trade unions.
- B. Contractors are encouraged to subcontract with companies certified as minority or women-owned enterprises. A list of New York State registered minority and women-owned business enterprises is available through the OGS MWBE Office as referenced in Article 15 A.
- C. If the Bidder is required per Section 1.3.2 to obtain and maintain New York State Security Systems Installation license and proposes to use subcontractors to meet this requirement, the subcontractors are required to be identified/named at the time of the bid.
- D. All subcontractors must have a minimum of two (2) years' acceptable experience as determined by Procurement Services installing the same type of equipment/services being offered on in this proposal.
- E. All subcontractors must be pre-approved by OGS and/or OSC prior to being added on contract. OGS reserves the right to request and review any and all subcontractor agreements.
- F. All purchase orders, and payments for work to be performed by subcontractors must be issued directly to the contract holder (prime contractor) referencing the contract holder's Federal ID # and (where applicable) the NYS Vendor ID #.

SOFTWARE LICENSE AGREEMENTS:

Contractors are not permitted to offer/include, and Authorized Users are not permitted to sign, or agree to any Software License Agreement (or End User License Agreement) for the purchase, maintenance, installation, or systems integration of software for any contract issued under Group 77201-20191 unless it has been reviewed and approved by OGS and/or OSC and posted to the OGS Website. Agreeing to any non-approved Software License Agreement would violate Appendix B.

REFERENCES:

All contract holders **may be required** to provide references from its customers who have purchased products similar to those represented by on their contracts. References may be commercial or governmental accounts. If requested by the State or Authorized contract users the references shall include:

- a. Name, address, telephone number and fax number for the contact person.
- b. Number of years the bidder has supplied product(s) to the reference.
- c. The yearly sales volume the bidder has had with the reference.

If required, Authorized Users may utilize the forms on Pages 47 and 48 of this document.

NYS WORKER'S COMPENSATION/DISABILITIES BENEFITS INSURANCE REQUIREMENTS:

The New York State Workers' Compensation Law Sections 57 and 220 require the heads of all municipal and state entities to ensure that businesses applying for leases, permits, licenses or Contracts have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original issuances and renewals, whether the governmental agency is having the work done or is simply issuing the lease, permit, license or contract. **Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of this Lease.** Therefore, prior to award of any Contract by OGS, Bidders and Contractors must submit proof to OGS that they have workers' compensation and disability benefits coverage as required by the New York State Workers' Compensation Law, or proof that they are legally exempt from obtaining such coverage in compliance with the New York State Workers' Compensation Law. Proof of compliance must be submitted on one of the forms designated by the New York State Workers' Compensation Board. An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.

An instruction manual clarifying the New York State Workers' Compensation Law requirements is available for download at the New York State Workers' Compensation Board's website, <http://www.wcb.ny.gov> Once on the site, click on the Employers/Businesses tab and then click on Employers' Handbook.

IRAN DIVESTMENT ACT OF 2012:

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.

LIST OF CONTRACT HOLDERS:

| <u>CONTRACT #</u> | <u>CONTRACTOR & ADDRESS</u> | <u>CONTRACT PERIOD</u> | <u>FEIN#</u> |
|-----------------------|--|---|--------------------|
| PT67592 SBE | Fire, Security and Sound Systems, Inc. 4 Avis Dr. Suite 110 Latham, NY 12110 County: Frederick | 06/15/2016 – 8/26/2020 Fed ID: 26-2774212 NYS Vendor ID #: | 1000031076 |
| PT67053 MBE SBE | J Fire Protection Inc. d/b/a Star Fire Production Co. 224-50 Braddock Ave. Queens Village, NY 11428 | 06/15/2016 - 8/26/2020 Fed ID: 2018818710 NYS Vendor ID #: | 1100082145 |

INDEX OF AWARDS (LOTS & REGIONS) HOW TO USE CONTRACTS:

Note: Please see the “Pricing Information” section of the OGS website for Group 77201, Award 20191 for the contact information for each contract holder.

Please see below a chart of the LOTS and Regions awarded to each contractor for Security Systems and Solutions. Please use the following link to go directly to the pricing information pages. At the beginning of each price list tab is a summary of the products and/or services available.

PLEASE NOTE: products and/or services not listed on a contractor’s pricing tab MAY NOT BE awarded to that contractor and MAY NOT BE on contract. Please contact the OGS Contract Administrator listed on Page One of this document for any questions.

<http://www.ogs.ny.gov/purchase/snt/awardnotes/7720120191Prices.pdf>

| <u>Contractor</u> | <u>Contract #</u> | <u>Lot I</u> | <u>Lot II</u> | <u>Lot III</u> | <u>Lot IV</u> | <u>Lot V</u> |
|---|-------------------|--------------|---------------|----------------|---------------|--------------|
| Fire, Security and Sound, Inc. | PT67592 | | | Regions 3-6 | | |
| J Fire Protection, Inc. d/b/a Star Fire | PT67053 | | | Regions 1-3 | | |

Please Note:

When utilizing contracts awarded as a result of RFP 20191, Authorized Users should note that the pricing is “Not to Exceed.” As these are multiple award contracts, Authorized Users are encouraged to seek quotes from multiple contractors, and negotiate for better pricing. Authorized Users should always follow their Internal Procurement Guidelines and Best Practices and maintain a detailed Procurement Record.

LIST OF SUBCONTRACTORS:

Please see below the following link to the Pricing and Contract Information Page:

<http://www.ogs.ny.gov/purchase/snt/awardnotes/7720120191Prices.pdf>

ATTACHMENT ONE: DCJS AND FBI CERTIFIED SPECIFICATIONS:

Authorized

Users:

OGS incorporated DCJS and FBI Certified Specifications into RFP 20191 (See Section I.3.8, pages 11-18). For any additional information regarding these specifications, Authorized Users should contact the following DCJS employee:

Jerry Nimick.

Phone: 1-800-262-3257

E-Mail: Jerry.Nimick@dcjs.state.ny.us

The telephone number listed above is to the DCJS Customer Contact Center (CCC). Authorized Contract Users can call the CCC and dial by last name to reach Mr. Nimick.

ATTACHMENT TWO: PROJECT REFERENCES:

PROJECT REFERENCES/CLIENT INFORMATION
ONLY REQUIRED IF REQUESTED
REFERENCE FORM
(Submit one form per reference)
BIDDERS INFORMATION

Bidding Company/Contact Person: _____/_____

Contact Person Telephone Number: _____

PROJECT REFERENCE/CUSTOMER'S INFORMATION

Customer Name _____

Customer Address _____

Contact Person _____

Telephone Number _____

Facsimile Number _____

E-Mail Address _____

Date Range of Service _____ thru _____

Dollar Value of Project/Contract _____

Description of Equipment/Solution provided: _____



Contract Award Notification Update

CONTRACT AWARD NOTIFICATION

Supplemental Award October 25, 2016

| | | |
|--------------------------------|---|---|
| Title | : | Group 77201 Security & Facility Systems & Solutions (Statewide) Classification Code(s): 32, 43, 46, 92 |
| Award Number | : | <u>20191</u> (Replaces Awards PGB-01057, PGB-19110, PGB-18735, PGB-3711, PGB-4509, 02204, PGB-02360, PGB-02455, PGB-02456, C-4476, 19521, NEG-21384, NEG-21385, 21390) |
| Contract Period | : | August 27, 2007 through August 26, 2020 Note: See Individual Contracts for Actual Term |
| Bid Opening Date | : | October 7, 2014 |
| Date of Issue | : | October 25, 2016 |
| Specification Reference | : | As Incorporated In The RFP |
| Contractor Information | : | Appears on Page 639 of this Award |

Address Inquiries To:

| State Agencies & Vendors | | Political Subdivisions & Others | |
|--------------------------|------------------------------------|---------------------------------|--------------------------------|
| Name | : Joseph Better | | Customer Services |
| Title | : Contract Management Specialist 2 | Phone | : 518-474-6717 |
| Phone | : 518-474-7101 | Fax | : 518-474-2437 |
| Fax | : 518-474-8676 | E-mail | : customer.services@ogs.ny.gov |
| E-mail | : Joseph.better@ogs.ny.gov | | |

**The Procurement Services Group values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

SECURITY & FACILITY SYSTEMS AND SOLUTIONS

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SCOPE:

The New York State Office of General Services, Procurement Services, has established centralized contracts for Security & Facility Systems & Solutions products, installation, system integration and maintenance. This is a multiple award, periodic recruitment contract to allow for new technologies and contractors to be added during the life of the contract. Contractors can Resultant contract awards can include one category, multiple categories, all categories. Resultant contract(s) will include but not be limited to the following:

ALARM AND SIGNAL SYSTEMS (INTRUSION ALARMS, FIRE ALARMS, ETC.)
ALARM SYSTEMS – WIRELESS
BIOMETRIC ACCESS CONTROL
BUILDING AUTOMATION SYSTEMS
BUILDING CONTROL SYSTEMS
BUILDING MANAGEMENT SYSTEMS
CAMERAS/LENSES
CCTV SYSTEMS
CLIMATE/TEMPERATURE CONTROL & MONITORING SYSTEMS
COMPUTER AIDED DISPATCH (CAD) SYSTEMS
COMMAND CENTER DISPATCH AND MONITORING EQUIPMENT/SYSTEMS
DVR'S/NVR'S
ELECTRICAL DISTRIBUTION SYSTEMS (ELECTRICAL SWITCHGEAR, AUTOMATIC TRANSFER SWITCHES,
PANELBOARDS, ETC.)
ELECTRIC VEHICLE CHARGER SYSTEMS
ELECTRONIC ACCESS CONTROL
ELECTRONIC ARTICLE SURVEILLANCE
EMERGENCY MANAGEMENT SYSTEMS (EMS) RECORDS MANAGEMENT
EMERGENCY NOTIFICATION SYSTEMS
ENERGY MANAGEMENT SYSTEMS
FLEET MANAGEMENT/VEHICLE TRACKING SYSTEMS
FIRE PROTECTION/DETECTION/CONTROLS (SPRINKLERS, CHEMICAL SUPPRESSION SYSTEMS, FIRE
EXTINGUISHERS, KITCHEN HOODS, FIRE DOORS, etc.)
GENERATORS (PERMANENT AFIXED, NOT PORTABLE)
GEOGRAPHIC POSITIONING SYSTEMS, AERIAL IMAGING SYSTEMS, ETC.
GEOGRPAHC INFORMATION SYSTEMS (GIS) (ENTERPRISE GEOCODER, GEOSPATIAL,
GUARD TOUR SYSTEMS
ID CARD PRINTERS, READERS, CARDS, BADGES, ACCESSORIES
ID EQUIP. ELECTRONIC CARD ID SYSTEM
ID EQUIPMENT, ELECTRONIC
IN-BUILDING COMMUNICATION SYSTEMS
INTEGRATED MICROPROCESSOR-BASED HVAC EQUIPMENT (CHILLERS, BOILERS, AIR HANDLERS,
ROOFTOP UNITS, AIR HANDLER, FAN COIL, UNIT VENTILATOR, HEAT PUMP, REMOTE I/O MODULES, ETC.)
INTEGRATED SECURITY SYSTEMS
INTELLIGENT TRANSPORTATION SYSTEMS
INMATE/JAIL RECORDS MANAGEMENT SYSTEMS
INTEROPERABILITY SYSTEMS (INCLUDING GIS INTEROPREABILITY)
INTRUSION DETECTION/CONTROLS
INVENTORY MANAGEMENT/TRACKING SYSTEMS
LAW ENFORCEMENT DATA CAPTURING SYSTEMS
LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEMS (RMS)
LIVSCAN CAPTURE, STORE, AND FORWARDING SYSTEMS
LIGHTING CONTROL/OCCUPANCY SENSOR SYSTEMS
LOCKING HARDWARE
MONITORING EQUIPMENT
NURSE CALL SYSTEMS
OTHER PHYSICAL SECURITY (LIGHTING/SAFES/ETC.)
OUTDOOR PERIMETER (FENCES/GATES/ETC.)
PERSONAL ALARMS
PORTALS, TURNSTILES, ETC
PUBLIC ADDRESS SYSTEMS
PUBLIC SAFETY COMMUNICATOINS SYSTEMS
RADIO/TWO-WAY COMMUNICATIONS EQUIPMENT/SYSTEMS (RADIOS, REPEATERS, ANTENNAS,
INFRASTRUCTURE, ETC.)

RFID, BIOMETRIC, AND TRACKING EQUIPMENT AND SYSTEMS
RECORDING EQUIPMENT/SYSTEMS
SECURITY MANAGEMENT SOFTWARE
SECURITY OFFICE – PRODUCTS
SECURITY DISPATCH CONSULES
TIME MANAGEMENT SYSTEMS (INTEGRATED ANALOG, DIGITAL, MASTER, OR WIRELESS CLOCKS)
TRAINING/EDUCATION
UPS/POWER PROTECTION SYSTEMS
VIDEO/CCTV SYSTEMS & SURVEILLANCE

Awards may include awards to one or more of the five (5) lots as indicated below, with awards made statewide and by region(s). Additionally OGS Procurement Services reserves the right to make awards for comprehensive offerings that include all of or portions of the above categories of products and labor. E.g. Manufactures/Distributors of CCTV systems may receive an award if it is the best interest of NYS.

The intent of the Security & Facility Systems & Solutions contracts is to establish comprehensive contracts which allow authorized users to obtain full solutions for the aforementioned products/systems which fit the scope of this contract. To allow for this, all necessary materials, installation/labor, maintenance, etc. can be obtained under this contract. This includes public works labor (Article 8) including, but not limited to:

- A. Running, pulling, and blowing of cable, fiber optics, low voltage, and line voltage (110V and greater) wiring for security systems, fire alarms, electrical distribution systems, etc.
- B. Installing ductwork, piping, chillers, boilers, cooling units/towers, and other related article 8 work for hvac/mechanical systems
- C. Installing sprinkler piping, chemical suppression systems, etc.
- D. Mounting of cameras, equipment, lighting, panels/panel boards, etc.
- E. Other public work which is necessary to obtain an entire physical security or facility system and solution.

All of these systems and solutions utilize/are run on software and require programming, commissioning, integration, etc. (technical services) to implement. The article 8 work is inextricably integrated to the implementation of these systems/solutions. Therefore, these systems/solutions are Services and Technologies. As such, OGS has procured these contracts via a Best Value Methodology.

It is not the intent of this contract to perform the erection, construction, or reconstruction of buildings. By “Buildings” OGS Procurement Services is strictly referring to the foundation, structural walls/columns, bearing walls, floors, roofing, etc. which are the physical super structure/shell of a building generally provided by a General Contractor. OGS understands that the installation, integration, or maintenance of the systems and solutions which fit the scope of this contract may include work which may incidentally affect the building (e.g. core drilling a building/boring through a building to run wire). In these cases, the fundamental question that the user should ask is as if this work is directly tied to the provision of the systems and solutions which fit the scope of this contract. If a customer has any questions regarding the acceptability of any work to be performed on this contract, they should contact the contract administrator.

Eventual contracts awarded will be utilized by Authorized Users which include: New York State Agencies, political subdivisions, school districts and others authorized by law (see USE OF CONTRACT BY OTHERS, [Section IV](#)). Accordingly, references to the State and its Agencies as users under this Request for Proposals and the ensuing contracts encompass and include other users such as these entities.

LOTS:

Catalog contracts were awarded according to LOTS and Region or Statewide. The RFP has been divided into the following LOTS:

- LOT 1: Product Only
- LOT 2: Product & Maintenance
- LOT 3: Product, Installation, Integration & Maintenance
- LOT 4: Installation Only
- LOT 5: Integration Only [Actions required to join an existing and new system into an integrated application or to connect various components of new applications into a centralized system]

REGIONS:

The RFP covered the following counties in the nine regions listed below:

| Regions | Areas | Counties |
|----------|-------------|--|
| Region 1 | Long Island | Nassau Suffolk |
| Region 2 | New York | Bronx Kings New York Queens Richmond |
| Region 3 | Westchester | Dutchess Putnam Westchester |
| Region 4 | Ulster | Orange Rockland Sullivan Ulster |
| Region 5 | Albany | Albany Columbia Delaware Fulton Greene Montgomery Otsego Rensselaer Schenectady Schoharie |
| Region 6 | Adirondack | Clinton Essex Franklin Hamilton Saratoga Warren Washington |
| Region 7 | Syracuse | Cayuga Herkimer Jefferson |

| | | |
|----------|--------------|--|
| | | Lewis Madison Oneida Onondaga Oswego St. Lawrence |
| Region 8 | Finger Lakes | Broome Chemung Chenango Cortland Livingston Monroe Ontario Schuyler Seneca Steuben Tioga Tompkins Wayne Yates |
| Region 9 | Buffalo | Allegany Cattaraugus Chautauqua Erie Genesee Niagara Orleans Wyoming |

APPENDIX A:

Appendix A, Standard Clauses for New York State Contracts, dated June 2014, 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 June 2014, 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 Terms of from RFP 20191 dated 10/7, or Appendix A.

PARTICIPATION IN CENTRALIZED CONTRACTS:

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See “Participation in Centralized Contracts” in Appendix B-1/Appendix B clause 39. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the “Price” clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www.ogs.state.ny.us). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

EXTENSION OF USE:

Any contract awarded as a result of RFP 20191 may be extended to additional states or government jurisdictions upon mutual written agreement between New York State (the lead contract State) and the Contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extension.

TERM OF CONTRACT:

The term of the Contract will commence upon approval by the Office of State Comptroller and issuance by the Office of General Services and will continue for a period of approximately 2.5 years. Maintenance contracts associated with the purchase and installation of system/equipment purchased during the term of the Contract may extend beyond the contract expiration for a period of up to 3 years. The Contractor's authority to sell Security & Facility Systems and Solutions shall expire upon the termination of the purchase portion of the Contract as indicated above even though authorized users will be able to have maintenance continue past the contract expiration date.

Maintenance Contract terms (i.e., those terms of the contract related to maintenance) can survive the original contract term or any extensions for a period of 3 years. This is meant to include preventive maintenance, remedial maintenance as well as ongoing moves, additions and changes of equipment and software upgrades to the basic system.

TERMINATION OF CONTRACT:

Please refer to Appendix B-1 Clause 59/ Appendix B Clause 60 for the circumstances permitting Termination for Cause and Termination for Convenience.

STOP WORK ORDER:

The Office of General Services reserves the right to stop the work covered by contract(s) resulting from RFP 20191 at any time that it is deemed the successful Contractor is unable or incapable of performing the work to their satisfaction. In the event of such stoppage, the Office of General Services shall have the right to arrange for the completion of the work in such manner as it may deem advisable and, if the resulting cost exceeds the amount of the bid, the successful Contractor shall be liable to the State of New York for any increase in cost.

CANCELLATION FOR CONVENIENCE:

In addition to rights afforded in Appendix B, Clause 47, The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days' notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

NOTE TO CONTRACTOR:

Cash Discount, If Shown, Should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR EQUAL EMPLOYMENT AND BUSINESS PARTICIPATION OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND NEW YORK STATE CERTIFIED MINORITY/WOMEN-OWNED BUSINESSES:

The New York State Office of General Services (OGS), as part of its responsibility, recognizes the need to promote the employment of minority group members and women and to ensure that certified minority and women-owned business enterprises have opportunities for maximum feasible participation in the performance of OGS contracts. In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("the Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority and women-owned business enterprises in state procurement contracting versus the number of minority and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A,

which requires, among other things, that OGS establishes goals for maximum feasible participation of New York State Certified minority and women-owned business enterprises (“MWBE”) and the employment of minority groups members and women in the performance of New York State contracts.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

By submission of a bid or proposal in response to this solicitation, Contractors 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 it and any 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, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to this Contract; or (ii) employment outside New York State.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services Group supports and encourages the purchase of recycled, remanufactured, energy efficient and “energy star” products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

| | |
|----------|---------------------------|
| RS,RP,RA | Recycled |
| RM | Remanufactured |
| SW | Solid Waste Impact |
| EE | Energy Efficient |
| E* | EPA Energy Star |
| ES | Environmentally Sensitive |

EPA ENERGY STAR PROGRAM:

The Federal EPA, in cooperation with manufacturers, continues a program to foster the manufacture of energy efficient equipment. New York State fully supports this effort.

NOTE TO AUTHORIZED USERS:

Authorized Users should review the “How to Use Guidelines” for contrWhen placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing all contracts awarded as a result of RFP 20191. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other

requirements. Also, in the case of multiple awards for the same or similar equipment or systems, authorized users should contact multiple contract holders to ensure they receive the best possible prices. Contracts issued as a result of RFP 20191 contain “not to exceed pricing” and authorized users should always seek better pricing when issuing a purchase order. Authorized Users are encouraged to seek quotes from multiple contractors and/or negotiate for better pricing. Authorized Users should always follow their Internal Procurement Guidelines and Best Practices and maintain a detailed Procurement Record.

Authorized users have the responsibility to document their purchasing decisions, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a. a statement of need and associated requirements,
- b. a summary of the contract alternatives considered for the purchase,
- c. the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

PURCHASE ORDER PREPARATION:

See “Purchase Orders” in Appendix B-1/Appendix B, item 44 OGS General Specifications.

If there is a discrepancy between the purchase order and what is listed on contract, it is the contractor’s obligation as a condition of payment to clarify and resolve what is to be actually shipped by contacting ordering agency.

CONTRACT PAYMENTS:

Contract payments cannot be processed by New York State agencies and other authorized users until the contract products have been delivered and accepted. Services may be paid based on progress payment milestones agreed to between the State Agency/Authorized User and the Contractor, provided this does not waive or diminish any of the Terms and Conditions in this contract, including, but not limited to Acceptance Testing/System Acceptance and Contractually-required warranty periods. Invoices for such payment must contain sufficient data including, but not limited to, New York State’s Contract Number, description of product, quantity, unit and price per unit as well as federal identification number. See “Contract Billings” in Appendix B-1/Appendix, OGS General Specifications.

The Contractor will submit an invoice after Acceptance or, in the case of “drop-ship” Products, after the Authorized User receives all the Products listed on the Purchase Order. If the invoice is issued before either of these actions, it is the Authorized User’s responsibility to write a letter to the Contractor stipulating the requirement for Acceptance or receipt of Product to occur prior to invoicing. This will stop the clock for the application of State Finance Law Article XI-A, item 15. After the receipt and/or Acceptance, all necessary Authorized User, OSC, etc. documents must be processed for payment of the invoice.

The voucher or invoice will contain the Contract ID number, the name of the Authorized User; the location where service was performed; and, either in its body or as an attachment will contain a copy of the report itemizing the Product received and/or the work completed during that time period.

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an “electronic payment” option in lieu of issuing checks. Contact OSC to obtain an information packet at 518-474-4032 or e-mail to epunit@osc.state.ny.us or visit their website at www.osc.state.ny.us.

NEW YORK STATE PROCUREMENT CARD:

See “Procurement Card” in Appendix B-1/Appendix B, OGS General Specifications.

The following Contractors will accept the New York State Procurement Card for orders up to \$15,000.00) with no additional discount:

| | |
|---------------------------------|--------------------|
| Digital Provisions, Inc. | EF Johnson Company |
| Global Technology Systems, Inc. | Mutualink, Inc. |

MINIMUM ORDER:

Minimum order shall be \$100.00. This value is determined by the aggregate of an order (e.g. if an authorized user issues a purchase order for 10 items, each with a price which is less than \$100.00, but the aggregate price of these items is greater than \$100.00, the order has exceeded the minimum order). Authorized Users and contractors shall not artificially separate orders to be under the minimum order.

PREVAILING WAGES:

If any portion of work being bid is subject to the prevailing wage rate provisions of New York State Labor Law, the following shall apply:

A. “PUBLIC WORKS” AND “BUILDING SERVICES”

Bidders must refer to Appendix B, Clause 10 for a full description of these subjects.

B. PREVAILING WAGE RATE APPLICABLE TO BID SUBMISSIONS NYS DEPT. OF LABOR
PREVAILING WAGE RATE SCHEDULES

ALL PUBLIC WORKS AND BUILDING SERVICE CONTRACTS, REGARDLESS OF DOLLAR VALUE, REQUIRE THE PAYMENT OF PREVAILING WAGES AND SUPPLEMENTS AS ESTABLISHED BY LAW BY THE DEPARTMENT OF LABOR.

Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in monetary fines or debarment from bidding and awarding of contracts.

NOTE: CONTRACTORS AND SUBCONTRACTORS ARE FURTHER REQUIRED TO POST THE PREVAILING WAGE RATES IN A PROMINENT AND ACCESSIBLE PLACE AT THE WORK SITE. Vendor is solely responsible for confirming subsequent changes to the posted rates and for paying the prevailing rates at all times during the contract term.

This is a Public Works project. The Bidder must use the labor rates and must adhere to Department of Labor rules and regulations in the payment to employees **Notice: Prevailing Labor Rates from the NYS Department of Labor are available on the web site.**

Reference PRC# 2010006433

Work being bid is subject to the prevailing wage rate provisions of New York State Labor Law. See "Prevailing Wage Rates - Public Works and Building Services Contracts" in Appendix B, OGS General Specifications. The PRC reference number for prevailing wage rates for this bid is **2010006433**. Any federal or State determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful" might be grounds for a determination of vendor non-responsibility and rejection of bid or cancellation of the contract.

A list of companies with which the Department of Labor prohibits State Agencies from doing business is located at the end of the labor rates list. The issuing Office will disqualify any bid from a company that is listed and a bid that uses one of the listed companies as a subcontractor.

The awarded Vendor(s) will be required to complete the following actions and maintain Department of Labor records as indicated:

- 1) The Prevailing Wage Schedules must be posted at the work site so that the workers are aware of the wages and supplements to which they are entitled by law.
- 2) The awarded Vendor(s) must provide all workers with written notice informing them of the prevailing wage requirements for the job and each worker must sign a statement or declaration that attests that all workers have been given this information.
- 3) The Vendor(s) are required to certify payrolls and keep the certified records on site and available.

Bidders must submit proposals which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits, expense reimbursement, and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit proposals based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Proposals that fail to comply with this requirement will be disqualified.

C. WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM

The wages to be paid under any resulting contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the contract term that apply to the classes of individuals supplied by the contractor on any projects which result from this contract which is subject to the provisions of this

article. Contractor is solely liable for and must pay such required prevailing wage adjustments during the contract term as required by law.

D. DAY'S LABOR - DEFINED FOR ARTICLE 8, PUBLIC WORKS (FOR PURPOSES OF ARTICLE 8 OF THE LABOR LAW)

No laborer, workers or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. 'Extraordinary emergency' shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the industrial commissioner for the preservation of the contract site and for the protection of the life and limb of the persons using the contract site.

PRICE SHEETS AND CATALOGS:

Upon request, Contractor(s) shall be required to furnish, without charge, catalog and price lists identical to those accepted with their bid, including any changes (additions, deletions, etc.) pursuant to the contract, to authorized users. Catalogs and price lists provided must reflect all products excluded from the resultant contract either through the omission of those portions or by obvious indications within the catalogs and price lists.

Catalogs and price lists may be furnished in either hard-copy or electronic format. If available in both formats, they shall be furnished in the format preferred by the requesting authorized user. Upon request the contractor shall assist authorized users in the use of catalogs and price lists.

INSTRUCTION MANUAL:

Simultaneous with delivery, the contractor(s) shall furnish to the authorized user a complete instruction manual for the product and for each component supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, schematic and wiring diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

PRICING/LABOR RATES:

All net prices must **INCLUDE** all applicable shipping; handling, insurance and associated delivery charges (F.O.B. Destination the dock/delivery location of the Authorized User) Reference Appendix B, Clause 35, Shipping/Receipt of Product and Clause 36, Title/Risk of Loss.

All rates must include travel time and costs incurred for travel to and from the site (including, but not limited to travel, meals, lodging, gas/fuel, tolls, etc.). Rates and charges for the Product, installation, systems integration, and maintenance of the Product must include all travel and costs associated with accessing the installation site.

The “not to exceed” rates for the Contractors are posted on the OGS website. There is a NYS Net Price Sheet for each Contractor and Lot/Region awarded. To view the NYS Net Price Sheets, go to www.ogs.state.ny.us, point on “Procurement Contracting Services,” then click on “Contracts,” then click on “Search Contracts,” and enter the Group Number and Award Number on the front page of the Contract Award Notification into the search fields.

REMEDIAL MAINTENANCE:

Whether the Authorized User elects to subscribe to monthly maintenance, prepaid annual maintenance, or Time and Materials (T&M), remedial maintenance shall be performed after the Authorized User notifies the Contractor that the equipment is inoperable or unsuitable for operation. The Maintenance Center will be responsible for insuring that service for each request is provided in accordance with the following:

- A. Priority Emergency Service - A "Priority Emergency" is a situation involving a major malfunction of the security products or system service, which is defined as the inability of 10% or more of the security products or systems (including, but not limited to: security cameras, fire alarms and the software for the same) to not operate correctly. The Contractor shall respond* in Priority Emergencies within two (2) continuous hours following notification by the Authorized User. Authorized Users reserve the right to require a more stringent definition of a Priority Emergency at time of purchase.
- B. Emergency Service - An "Emergency" is a situation involving a "critical" System failure in the opinion of the Authorized User. The Contractor shall respond* in Emergencies within three (3) continuous business hours after Authorized User notifies Contractor of the emergency.
- C. Non-Emergency Service - A "Non-Emergency" is a situation involving a System failure of a scope less than that described for an Emergency. The Contractor shall respond* in Non-Emergencies within six (6) continuous business hours after Authorized User notifies Contractor of the malfunction.

***“Respond” (for Sec. II.9.4)** shall be when the contract holder commences performing remedial maintenance. “Commence Performing” is when a qualified and prepared technician is actually working on, examining, or in some way servicing the system with a malfunction to attempt to correct the problem. **Scheduling, simply returning a phone call, having an untrained representative/unprepared technician arrive on site, etc. do not constitute meeting the Response Time Requirements.**

The above response limitation includes travel time. Remedial maintenance must be available twenty-four hours per day, seven days per week, including New York State legal holidays. Details of how the supplier will meet this level of responsiveness, and how any exception will be dealt with must be described in the Bidder’s proposal in Appendix C.

Contractors must provide a local telephone number for the facility. If a service or maintenance call to the service center would result in the requesting Authorized User incurring toll charges, the Contractor must provide a toll free telephone number (i.e. 800 or 888 number, Collect Call). This excludes local message units. A national toll-free number for service and dispatch of local technicians is acceptable.

If the Contractor does not perform according to the contract, the Authorized User reserves the right to contract with another maintenance company. The difference in cost, if any, between the two will be borne by the Contractor named in this contract. If the Contractor subcontracts any portion of the service, the subcontractor must be approved by OGS.

The requirements of this section (Sec. II.9.4) shall apply to contractors during the warranty period required by Appendix B, Clause 59, when the contractor has provided the products, installation, and systems integration.

MAINTENANCE SERVICES FOR PRODUCTS PURCHASED OUTSIDE AWARD 20191:

In addition, maintenance services for systems/equipment not purchased from contracts established for Security & Facility Systems & Solutions as a result of RFP 20191 may be purchased from bidders awarded contracts for LOTS 2 and 3 under the following conditions:

1. Authorized Users are allowed to purchase replacement parts and monthly maintenance for systems/equipment purchased outside of the Award 20191, if the replacement parts and monthly maintenance rates for the systems/equipment are on the Contractor's NYS Net Price sheets. See bullet # 3.
2. Authorized Users would be allowed to purchase Time and Material maintenance for any products offered by a contractor (requiring a Manufacturer's Guarantee for all products not manufactured by the contractor), even if the specific product is not on the Contractor's NYS Net Price Sheets. See bullet #3.
3. The Contractor would be required to establish maintenance rates at or below the rates listed on their NYS Net Price Sheets and add to the contract prior to sale via the contract update procedures.
4. Contractors are not obligated to provide the Authorized Users maintenance service for systems/equipment not purchased from the NYS Security & Facility Systems & Solutions Contracts.
5. The Contractor will inspect the system/equipment to make a determination as to whether or not they wish to provide the Authorized User maintenance. *Any rates for the inspection service will be at or below the hourly or per inspection rates listed on the Contractors' NYS Net Price Sheets.* Contractors may refuse to offer maintenance on previously purchased equipment, *due to age, condition, availability of parts, etc.*
6. The availability of maintenance services for systems/equipment not purchased from contracts for Security & Facility Systems & Solutions established as a result of RFP 20191 will end at the same time as the maintenance contracts for systems/equipment purchased under Award 20191. (see Section 1.1 above)

NYS FIRE ALARM SECURITY SYSTEMS INSTALLER LICENSE:

Section 69-M of the General Business Law and Title 19 NYCRR Reg. 195.2 provide that any person engaging in the business of installing, servicing or maintaining security or fire alarm systems must be licensed to do so. .

Additional information regarding these requirements may be obtained from the New York State Department of State at:

<http://www.dos.state.ny.us/lcns/professions/sec-fireinstallers/install1.htm>

Bidders submitting proposals for Lots 2-5 must provide proof of compliance with these requirements with the bid submission.

REGULATORY COMPLIANCE:

All equipment offered in eventual contract(s) resulting from this RFP shall be in compliance with all applicable regulatory rules and standards (e.g. FCC, EIA, UL) that govern operation of the equipment at the time of the bid opening and for the entire term of the contract. It is the responsibility of the Contractor to ensure, throughout the term of the contract, their compliance with this section.

EXAMINATION OF SITES AND SPECIFICATIONS:

At the discretion of the Authorized User and prior to the issuance of the Cost Quote, Contractors **may be required to perform a site visit at the associated installation location** to become familiar with any local condition, which may in any manner affect the work to be done, as well as equipment, materials, labor, or services required. Contractors are required to examine carefully the specifications and to familiarize themselves thoroughly concerning any conditions and requirements that may in any manner affect the work to be performed under the contract. During the site visit, the Authorized User will indicate placement of all equipment. In addition, Contractors should specify if there are any required modifications or additions to the site, which are required to insure proper operation of the equipment. If changes are required, they must be included in the Cost Quote.

No allowances will be made because of lack of knowledge of these conditions. Ignorance of the requirements will not relieve the Contractors of their liability and obligations under the contract. Contractors shall provide drawings of typical equipment room layouts, specifying floor space and electrical outlet requirements for each system, assuming maximum system capacities are ordered.

AUTHORIZED USER COMPLIANCE WITH LEGAL REQUIREMENTS:

Authorized users must comply with the following requirements under New York State Law:

- a. Identification of legal authority for system installation (i.e.: construction work is regulated by statute and not all agencies are authorized to perform such work).
- b. Payment of applicable Department of Labor Prevailing Wage Rates under Article 8 Labor Law.
- c. Compliance with state and local building codes. For each project undertaken, State Agencies must obtain a Construction Permit and an eventual Code Compliance Certificate from a Construction Permitting Agency. In accordance with NYCRR Title 19 Part 448, such agencies are so designated by the Department of State. Authorized Users, other than State Agencies, must obtain Construction Permits and Certificates of Code Compliance from the local building department having jurisdiction.
- d. Plans and specifications that are certified and stamped by a NYS licensed architect or engineer.
- e. In OGS Buildings, obtain an approval from the appropriate Building Manager.

ACCEPTANCE TESTING AND SYSTEMS ACCEPTANCE:

The State defines system acceptance as the “problem free” operation of a system/solution* after it is fully furnished** for a consecutive 30 day period commencing with the first day of business after the system/solution 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 ALL components of the system/solution provided by the contractor 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 increase the 30 day acceptance period. At the conclusion of the Acceptance Testing 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 testing.

The Contractor must agree to perform at the request of the Authorized User or as required by Code/Law an acceptance test which simulates the normal operating conditions of the installed equipment, system, or solution, and complies with all applicable Building Code or Industry Standard Requirements as applicable to ensure proper performance after acceptance of the system/solution by the Customer.

Authorized Users reserve the right to require additional performance and acceptance testing standards at the time of purchase.

*Note: System/Solution for this section shall mean, without limitation, all components of a physical security and facility system and solution provided under this contract by a contractor, including, but not limited to all products, installation labor, systems integration, and post-Appendix B, Clause 59 Warranties. Products shall include, but not be limited to wiring, conduit, piping, ductwork, mounting racks/equipment, all hardware, software, sensing equipment, etc. provided, installed, and integrated by the contractor. This includes products, installation, and integration provided by subcontractors and for remedial maintenance as defined in Sec. II.9, any equipment repaired or replaced.

**Note: “Fully furnished” for this section shall mean that all products/materials have been provided, all installation labor/services performed, all systems integration (including, but not limited to programming, engineering, commissioning, etc.) and, for remedial maintenance as defined in Sec. II.9, the equipment is repaired or replaced.

GENERAL REQUIREMENTS:

- A. The Office of General Services will make no allowance or concession to the Contractor for any alleged misunderstanding or deception because of quantity, quality, character, location, or other conditions.

- B. Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality, or extent of work to be furnished, it shall be assumed that the Contractor has based the proposal on the specifications more favorable to the State. Final decision will rest with the Office of General Services.
- C. The equipment to be supplied will either be newly manufactured equipment or remanufactured equipment and will be guaranteed to be standard new equipment, latest model of regular stock product and current production, with all parts regularly used with the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice. All equipment delivered for installation will:
- (1) conform to the testing standards at the time of purchase under this contract; and
 - (2) incorporate the most recent design changes from the manufacturer as of the scheduled delivery dates for that technology.

Any equipment to be replaced must be either new or remanufactured and produced by a reputable manufacturer. The equipment must be the same as or equal to the original equipment. All substitutes for the original manufacturers' equipment must be approved by the Authorized User before installation.

For a minimum period of one year from acceptance, the products shall be represented and warranted to be free from defects in materials or workmanship, and shall substantially conform to the specifications, performance standards, and descriptions in the documentation, so as to provide use of the products in accordance with such documentation without significant functional downtime to the Authorized User's ongoing business operations during the warranty term. The product is further warranted to be adequate to meet the Authorized User's needs. The products must also be currently installed and demonstrable in a user environment for a minimum of three months. Experimental or unannounced equipment will not be acceptable. All equipment shall be covered by the manufacturer's standard warranty or for a minimum of one (1) year warranty, whichever is longer from the date of acceptance of the equipment. If, during this period, such faults develop, the unit or component affected is to be replaced without any cost to the State. Where accessories are to be supplied, they must be compatible with the rest of the equipment.

Equipment, as installed or subsequently modified by Contractor (or others with its knowledge and consent) shall be suitable for connection to the common carrier network or other equipment (as identified by Authorized User) and shall be provided with the guarantee that such interconnection will not in any way impair the quality of transmission or cause any harmful effects to such network or equipment. Contractor will save the State harmless from any action brought against the State to the extent that it is based on a claim that the equipment at any time caused any such harmful effects, except to the extent that such damage was caused by acts or omissions of the State. The warranty, and remedy, set forth in this paragraph shall only be operable to the extent Authorized User informs Contractor of the carriers or equipment to which Hardware will be connected.

Any equipment replaced by the Contractor during the contract period shall be either new, or remanufactured, manufactured by a reputable manufacturer and guaranteed for one (1) year from the date of acceptance of the replacement and replaced at no cost if found defective during that time.

Contractor will utilize equipment that is free of any liens or encumbrances.

- D. The Office of General Services' interpretation of specifications shall be final and binding upon the Contractor.

- E. The Contractor shall be completely responsible for their work, including any damages or breakdowns caused by their failure to take appropriate action.
- F. Trained technicians are required to do all servicing. All technicians shall have at least two (2) years' experience on the systems bid.

CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITIES:

NYSPro considers the prime contractor to be the sole contact with regard to all provisions of the contract, to include payment of all charges resulting from the procurement and installation of the entire equipment and/or software configuration. In the event the contract includes hardware and/or software manufactured by another manufacturer or supplier, the Prime Contractor must assume full responsibility for delivery, installation, maintenance, and support services for such items offered in the proposal. The Prime Contractor shall ensure that there is no interruption of service during implementation and shall assume responsibility for any related negotiations with local service providers. Contract holders may authorize any reseller to accept purchase orders, issue invoices and receive payments

- A. The Contractor and its representatives must work in harmony, cooperation and coordination with existing trade unions.
- B. Contractors are encouraged to subcontract with companies certified as minority or women-owned enterprises. A list of New York State registered minority and women-owned business enterprises is available through the OGS MWBE Office as referenced in Article 15 A.
- C. If the Bidder is required per Section 1.3.2 to obtain and maintain New York State Security Systems Installation license and proposes to use subcontractors to meet this requirement, the subcontractors are required to be identified/named at the time of the bid.
- D. All subcontractors must have a minimum of two (2) years' acceptable experience as determined by Procurement Services installing the same type of equipment/services being offered on in this proposal.
- E. All subcontractors must be pre-approved by OGS and/or OSC prior to being added on contract. OGS reserves the right to request and review any and all subcontractor agreements.
- F. All purchase orders, and payments for work to be performed by subcontractors must be issued directly to the contract holder (prime contractor) referencing the contract holder's Federal ID # and (where applicable) the NYS Vendor ID #.

SOFTWARE LICENSE AGREEMENTS:

Contractors are not permitted to offer/include, and Authorized Users are not permitted to sign, or agree to any Software License Agreement (or End User License Agreement) for the purchase, maintenance, installation, or systems integration of software for any contract issued under Group 77201-20191 unless it has been reviewed and approved by OGS and/or OSC and posted to the OGS Website. Agreeing to any non-approved Software License Agreement would violate Appendix B.

REFERENCES:

All contract holders **may be required** to provide references from its customers who have purchased products similar to those represented by on their contracts. References may be commercial or governmental accounts. If requested by the State or Authorized contract users the references shall include:

- a. Name, address, telephone number and fax number for the contact person.
- b. Number of years the bidder has supplied product(s) to the reference.
- c. The yearly sales volume the bidder has had with the reference.

If required, Authorized Users may utilize the forms on Pages 47 and 48 of this document.

NYS WORKER'S COMPENSATION/DISABILITIES BENEFITS INSURANCE REQUIREMENTS:

The New York State Workers' Compensation Law Sections 57 and 220 require the heads of all municipal and state entities to ensure that businesses applying for leases, permits, licenses or Contracts have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original issuances and renewals, whether the governmental agency is having the work done or is simply issuing the lease, permit, license or contract. **Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of this Lease.** Therefore, prior to award of any Contract by OGS, Bidders and Contractors must submit proof to OGS that they have workers' compensation and disability benefits coverage as required by the New York State Workers' Compensation Law, or proof that they are legally exempt from obtaining such coverage in compliance with the New York State Workers' Compensation Law. Proof of compliance must be submitted on one of the forms designated by the New York State Workers' Compensation Board. An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.

An instruction manual clarifying the New York State Workers' Compensation Law requirements is available for download at the New York State Workers' Compensation Board's website, <http://www.wcb.ny.gov> Once on the site, click on the Employers/Businesses tab and then click on Employers' Handbook.

IRAN DIVESTMENT ACT OF 2012:

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.

LIST OF CONTRACT HOLDERS:

| <u>CONTRACT #</u> | <u>CONTRACTOR & ADDRESS</u> | <u>CONTRACT PERIOD</u> | <u>FEIN#</u> |
|-------------------|---|---|--------------|
| PT66947 SBE | Digital Provisions, Inc. 9 Elizabet Ave Smithtown, NY 11787 | 09/26/2016 – 08/26/2020 Fed ID: 113553282 NYS Vendor ID #: | 1100109808 |
| PT67041 | EF Johnson Company 1440 Corporate Drive Irving, TX 75038 | 09/26/2016 - 08/26/2017 Fed ID: 41-0736849 NYS Vendor ID #: | 110003005 |
| PT67049 | Global Technology Systems Inc. 550 Cochituate Road Framingham, MA 01701 | 09/26/2016 - 08/26/2017 Fed ID: 04-3481807 NYS Vendor ID #: | 1100116807 |
| PT66827 | Mutualink Inc. 1269 South Broad St Wallingford, CT 06492 | 09/26/2016 - 08/26/2020 Fed ID: 14-1999711 NYS Vendor ID #: | 1000020064 |

INDEX OF AWARDS (LOTS & REGIONS) HOW TO USE CONTRACTS:

Note: Please see the “Pricing Information” section of the OGS website for Group 77201, Award 20191 for the contact information for each contract holder.

Please see below a chart of the LOTS and Regions awarded to each contractor for Security Systems and Solutions. Please use the following link to go directly to the pricing information pages. At the beginning of each price list tab is a summary of the products and/or services available.

PLEASE NOTE: products and/or services not listed on a contractor’s pricing tab MAY NOT BE awarded to that contractor and MAY NOT BE on contract. Please contact the OGS Contract Administrator listed on Page One of this document for any questions.

<http://www.ogs.ny.gov/purchase/snt/awardnotes/7720120191Prices.pdf>

| Contractor | Contract # | Lot I | Lot II | Lot III | Lot IV | Lot V |
|--------------------------------|------------|-----------|--------|-------------|--------|-------|
| Digital Provisions, Inc. | PT66947 | Statewide | | Regions 3-6 | | |
| EF Johnson Company | PT67041 | Statewide | | | | |
| Global Technology Systems Inc. | PT67049 | Statewide | | | | |
| Mutualink, Inc. | PT66827 | | | Statewide | | |

Please Note:

When utilizing contracts awarded as a result of RFP 20191, Authorized Users should note that the pricing is "Not to Exceed." As these are multiple award contracts, Authorized Users are encouraged to seek quotes from multiple contractors, and negotiate for better pricing. Authorized Users should always follow their Internal Procurement Guidelines and Best Practices and maintain a detailed Procurement Record.

LIST OF SUBCONTRACTORS:

Please see below the following link to the Pricing and Contract Information Page:

<http://www.ogs.ny.gov/purchase/snt/awardnotes/7720120191Prices.pdf>

ATTACHMENT ONE: DCJS AND FBI CERTIFIED SPECIFICATIONS:

Authorized
Users:

OGS incorporated DCJS and FBI Certified Specifications into RFP 20191 (See Section I.3.8, pages 11-18). For any additional information regarding these specifications, Authorized Users should contact the following DCJS employee:

Jerry Nimick.
Phone: 1-800-262-3257
E-Mail: Jerry.Nimick@dcjs.state.ny.us

The telephone number listed above is to the DCJS Customer Contact Center (CCC). Authorized Contract Users can call the CCC and dial by last name to reach Mr. Nimick.

ATTACHMENT TWO: PROJECT REFERENCES:

PROJECT REFERENCES/CLIENT INFORMATION
ONLY REQUIRED IF REQUESTED
REFERENCE FORM
(Submit one form per reference)
BIDDERS INFORMATION

Bidding Company/Contact Person: _____/_____

Contact Person Telephone Number: _____

PROJECT REFERENCE/CUSTOMER'S INFORMATION

Customer Name _____

Customer Address _____

Contact Person _____

Telephone Number _____

Facsimile Number _____

E-Mail Address _____

Date Range of Service _____ thru _____

Dollar Value of Project/Contract _____

Description of Equipment/Solution provided: _____

ATTACHMENT THREE: OGS CONTRACT 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, 38th Floor
 Corning Tower - Empire State Plaza
 Albany, New York 12242
 * * * *

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Office of General Services
PROCUREMENT SERVICES GROUP
Contract Performance Report

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| • Pricing | | | | |

CONTRACTOR

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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, 38th Floor
Corning Tower - Empire State Plaza
Albany, New York 12242
* * * *