

GROUP 77201 – AWARD 23150 INTELLIGENT FACILITY & SECURITY SYSTEMS AND SOLUTIONS HOW-TO-USE GUIDELINES¹

OGS is providing this document to assist both Contractors and Authorized Users (AUs) on how to correctly use the Intelligent Facility and Security Systems and Solutions Contracts. These guidelines do not relieve the Contractors and AUs from complying with the terms and conditions of the awarded contracts or with all applicable statutes, regulations, AU internal procurement guidelines, policies and procedures, as well as control agency requirements. This is a living document that may be revised by OGS at any time.

AWARD STRUCTURE

This Award includes a pre-qualified pool of Contractors who have agreed to Not-To-Exceed Pricing for Equipment and Services. An additional competitive process among pre-qualified Contractors is required under certain situations. This Award has multiple offerings of Equipment and Services and was awarded by Lot and Region as described below. More detailed information will be provided in later sections of this guidance document.

LOTS: Contracts are awarded by Lot as follows:

LOT 1: Equipment Only

LOT 2: Systems and Solutions (Equipment, Installation, Integration, and Maintenance)

Please note: All Equipment, Systems, and Services provided by Contractors **MUST** be included on their NYS Net Pricing Pages published on the OGS website.² AUs are entirely responsible for verifying this information prior to using the Intelligent Facility and Security Systems and Solutions Contracts.

REGIONS: Contracts were awarded across nine different county-based regions, as shown in **Error! Not a valid bookmark self-reference.**

¹ Please see *Appendix B – Definitions* and *Attachment 15 – Glossary of Terms*, and *Attachment 1 – NYS Net Pricing Pages, Definitions* for definitions of the capitalized terms associated with this guidance document.

² The NYS Net Pricing Pages for This Award can be accessed by clicking on the Pricing Information links within the table of the Contractor Information document posted here:

<https://online.ogs.ny.gov/purchase/snt/awardnotes/7720123150can.htm>.

Table 1 – Counties by Contract Region

Region 1
Nassau, Suffolk
Region 2
Bronx, Kings (Brooklyn), New York, Queens, Richmond (Staten Island)
Region 3
Dutchess, Putnam, Westchester
Region 4
Orange, Rockland, Sullivan, Ulster
Region 5
Albany, Columbia, Delaware, Fulton, Greene, Montgomery, Otsego, Rensselaer, Schenectady, Schoharie
Region 6
Clinton, Essex, Franklin, Hamilton, Saratoga, Warren, Washington
Region 7
Cayuga, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence
Region 8
Broome, Chemung, Chenango, Cortland, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne, Yates
Region 9
Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

CONTRACTORS: A pre-qualified pool of Contractors has been established to provide Equipment and Services under This Award. Contractors Must only offer the Equipment, Systems, and Services listed on their NYS Net Pricing Pages on the OGS website.²

METHOD OF CONTRACTOR SELECTION: In certain situations, a process known as a Second Tier Competition (also called a mini-bid) is required to encourage additional competition among the pool of qualified Contractors, with the goal of obtaining the most favorable Pricing and Terms. In situations where a Second Tier Competition is not required, an AU Must document the rationale behind pursuing Direct Engagement with the qualified Contractor that they select from the pool.

IN-SCOPE SYSTEMS AND PRODUCT LINES

Table 2 below includes all Systems that are within the scope of This Award. Please see *Attachment 15 – Glossary of Terms* for the definitions of each of these offerings.

Table 2 - In-Scope Systems

Alarm and Signal Systems
Building Automation Systems (BAS)
Command Center Systems
Computer Aided Dispatch Systems
Electronic Article Surveillance Systems
Electronic Identification Systems
Emergency Mass Notification Systems
Emergency Phone/PBX Systems
Energy Management Systems
CCTV/Surveillance Camera Systems
Electrical Distribution and Control Systems
Parking Access Control System
Physical Access Control Systems
Fire Alarm Systems
Fire Pump Systems
Fire Station Alerting Systems
Inmate Radio Systems
Microprocessor-Controlled HVAC Equipment Systems
Permanent Facility Perimeter Fencing Systems
Fire Sprinkler and Fire Suppression Systems
Lighting Control/Occupancy Detecting Systems
Livescan Store and Forwarding Systems
Nurse Call Systems
Personal Alarm Systems
Public Address Systems
Public Safety Digital Display Systems
Time Management Systems
Traffic and Transportation CCTV/Surveillance and Monitoring Systems
Vaping Detection Systems

The Systems (for Lot 2) and Product Lines (for Lots 1 and 2) offered by each Contractor are listed in a spreadsheet that can be found at the following link:

https://online.ogs.ny.gov/purchase/snt/awardnotes/7720123150_Matrix.xlsx

Examples of Appropriate Use for Wiring and Cable - The following examples demonstrate the appropriate use of wiring and cable under this Award:

- Removing/disposing of an in-scope System
- Core-drilling if directly connected to the provision of an in-scope System
- Installing conduit for wire for an in-scope System

- Running wire (Line Voltage Wiring and Low Voltage Wiring) as part of an in-scope System
- Connecting Equipment to the wiring for an in-scope System
- Start-up/Commissioning/Programing of the Equipment associated with an in-scope System

AUs Must not use any Equipment for Systems or work that does not fit the scope of This Award, including but not limited to Low Voltage Wiring or Line Voltage Wiring obtained under This Award. For example, AUs Must not use either/both the wire and cable on Contractor or the Electrical/Electrical Installer Job Titles to install a phone system as this is not in-scope.

Contractors Must use the Job Titles and corresponding Total Hourly Rates in their NYS Net Pricing Pages on the OGS website for all Installation, Integration, and Maintenance performed on Contract.

Contractors Must not use the Job Titles on their Contract to perform Services (Installation, Integration, or Maintenance) on Equipment not offered on their Contract.

Contractors Must not propose or offer Equipment to AUs which is not listed on their NYS Net Pricing Pages on the OGS Website.²

If an AU's project does not fall within the definitions of one of these Systems, then it Must not be acquired under this Award. Please contact OGS Procurement Services with any questions pertaining to the definitions of This Award's Systems.

AUs Must not issue any Purchase Orders to Contractors under This Award which either:

- A) Include Equipment, Services, or Systems that are not listed on the Contractor's NYS Net Pricing Pages on the OGS website,² **OR**
- B) Involve the performance of Services (Installation, Integration, or Maintenance) on Equipment not listed on the Contractor's NYS Net Pricing Pages on the OGS Website.²

METHOD OF CONTRACTOR SELECTION

SECOND TIER COMPETITION: As previously noted, This Award includes a pre-qualified pool of Contractors with Not-To-Exceed Pricing, and This Award has multiple offerings of Equipment and Services. **Where practicable and feasible, the intended use of these Contracts includes a competitive process (known as a Second Tier Competition) whereby AUs seek competition among Contractors to obtain more advantageous pricing and terms as well as the most economical and efficient offerings.**

A Second Tier Competition is not required in all circumstances; however, there are certain situations where an AU is obligated to hold a Second Tier Competition in order to correctly use the Contracts. Table 3 below outlines situations in which an AU is required to hold a Second Tier Competition. Please note that AUs **Must** document all decisions regarding the Second Tier Competition in the final procurement record.

Table 3 - Applicability of Second Tier Competition

Situation #	Situation	Is Second Tier Competition (Mini-Bid) Required?
1	Equipment Only Purchase	Yes
2	New System Installation/Integration when the Authorized User either: A. Has not Standardized ¹ on a Contractor OR B. Does not have a Proprietary System in a majority (more than 50%) of its Facilities, campuses, etc.	Yes
3	Installing/Integrating a Proprietary System in a Facility where the AU: A. Has this same Proprietary System Installed, Integrated, and Accepted in a majority (more than 50%) of its Facilities, campus, etc.; OR B. Has Standardized on this Proprietary System; OR C. Is expanding an existing Facility where there is an Embedded Base of this Proprietary System	No
4	Providing a non-proprietary New System in a Facility where the Authorized User has Standardized on the particular Contractor	No
5	Maintenance of a Proprietary System	No
6	Maintenance of a Non-Proprietary System where the Authorized User has Standardized on a particular Contractor	No
7	Maintenance of a Non-Proprietary Embedded Base	No
8	Installing/Integrating a Non-Proprietary System where both: A. The Business Entity that Installed and Integrated the System is either: i) Not awarded a Contract OR ii) Not awarded a Contract for Lot 2 OR iii) Awarded a Contract for Lot 2 but not awarded the particular Region where the Facility is located OR iv) No longer offers the Product Line, AND B. There is only one (1) Contractor on Contract awarded Lot 2 and the particular Region which offers the Product Line	No
9	Maintenance of a New-Proprietary System where only one (1) Contractor awarded Lot 2 and the particular Region where the Facility is located offers the Product Line or Product Lines comprising the System on their Contract	No

Discrepancies and Authorized User-Specific Protests pertaining to a Second Tier Competition issued under the resulting award Must be resolved by the issuing AU and not by OGS.

DIRECT ENGAGEMENT: In situations where a Second Tier Competition is not required (i.e., Situations 3 through 9 in Table 3), AUs May pursue a Direct Engagement with a Contractor of their choice. This option requires the AU to document the rationale behind the Contractor selection, including a

Reasonableness of Price Determination, and Must include a Technical Justification as detailed in the sections below.

PROCUREMENT RECORD REQUIREMENTS

The purpose of the procurement record is to document business decisions including how and why an AU selected a particular Contractor.

- In situations where a Second Tier Competition is required, AUs Must document their decision-making process, including how they arrived at the final selection, in the procurement record
- In situations where an AU is not required to conduct a Second Tier Competition, AUs Must adhere to the following procedure:
 - 1) Document how/why the particular project/scope of work conforms to one of the situations where a Second Tier Competition is not required (Situations 3 – 9), as listed in the Table 3
 - 2) Request Pricing below the Not-To-Exceed NYS Net Pricing and/or Total Hourly Rates listed under the Contractor's NYS Net Pricing pages, and if this reduced Pricing is not obtainable, document the reasons why reduced Pricing could not be provided by the Contractor

AND

- 3) Obtain comparable pricing for a similar project, customer or contract from the Contractor to demonstrate reasonableness of pricing

PROJECT CHECKLIST: To facilitate the appropriate use of This Award to procure Services, OGS Procurement Services has developed a Project Checklist that must be completed by all AUs prior to issuing any Direct Engagement or Second Tier Competition. The Project Checklist Must be maintained as a part of the AU's Procurement Record if it obtains Services under This Award. The Project Checklist can be accessed using the following link:

<https://online.ogs.ny.gov/purchase/snt/awardnotes/7720123150ProjectChecklist.xlsx>

Affirmative answers to one or more of the questions in the Project Checklist does not necessarily indicate that This Award should not be used to procure Equipment or Services for the AU's project. Rather, the purpose of the Project Checklist is to ensure that AUs consider certain project parameters to ensure that they fall within the scope of This Award and address potential risks. However, AUs should note that if the project contains **only** work/Services that do not fit the scope of This Award, the AU Must obtain work/Services for the project through a different procurement method.

Where the project contains both Equipment and Services that **do** fall within the scope of This Award as well as Equipment and Services that **do not** fall within the scope (e.g., performing work on Equipment which is more than 600 Volts), the AU Must not obtain the Equipment and Services that do not fall within the scope under This Award.

Additionally, for any business unit within OGS, or for any project to be completed in a Facility under the Custody of OGS (see 19 NYCRR § 1204.3 for additional information), the AU Must submit a completed Project Checklist to the NYS Chief Real Estate Officer or, in his or her absence, the Executive Deputy Commissioner of the Office of General Services, for review and approval.

TECHNICAL JUSTIFICATION FOR MAINTENANCE OF A NON-PROPRIETARY EMBEDDED BASE:

Where the AU is obtaining Maintenance on a Non-Proprietary Embedded Base, the AU must consider and document the following as part of its Technical Justification for its Direct Engagement with the Contractor:

- Does the Contractor have the particular Product Line(s) which constitute the Embedded Base on their Centralized Contract (listed on the OGS Website)?
- Did the Contractor Install and Integrate the System in the AU's Facility?
- Has any other vendor performed Maintenance on this System besides the current Contractor? Is the current Contractor providing any Central Station Monitoring as part of the Maintenance Agreement? If yes:
 - Does this Central Station Monitoring involve specific Equipment which is part of the System in order to communicate with the Central Station?
 - Did the Contractor have to program/configure/integrate the System to communicate with the Central Station?
 - Would utilizing a Different Contractor require the removal the Existing Equipment for Central Station Monitoring and the Installation and Integration of New Equipment?
- What are the Cyber Security Risks/Liability of switching from the current Contractor to a different Contractor?

DIRECT ENGAGEMENT REASONABLENESS OF PRICE DETERMINATION: Where the AU is not required to conduct a Second Tier Competition and conducts a Direct Engagement with a Contractor, the AU is still responsible for demonstrating Reasonableness of Price for the Work. Contractors Must provide the AUs with acceptable comparable contracts/comparable Customers, preferably competitively awarded, and awarded within the last two (2) years.

To determine if a comparable contract/comparable customer is acceptable, the criteria below are provided for consideration.

1. Similar Scope of Work

- Is the Contractor proposing the same System and Product Line to the AU as was offered to/accepted on the comparable contract/by the comparable customer?
- Is the Equipment being offered to the AU either the same Equipment as was offered to/accepted by the Comparable Contract/Customer, or newer versions of discontinued Equipment which perform at equal or better than the level of performance of the discontinued Equipment?
- Is the Contractor performing the same or similar Work/Services for the AU as was offered to/accepted by the Comparable Contractor/Customer? In particular:
 - Is the Contractor proposing the same Job Titles to the AU that were offered to and accepted by the Comparable Contract/Customer?
 - If the Job Titles are not the same, are they close enough to indicate similar work?

- If no Job Titles were used or the Job Titles are different, are the Descriptions of Duties/Work performed by the different categories of staff the same or similar to the Description of Work? (This should be evaluated based on a General Description of the Work. For example, programming a Building Automaton System and programming a Building Management System would be similar work.)
- If the same Job Titles are used for different Descriptions of Work/Duties, are the Descriptions similar (e.g., programming controllers, sensors, etc. for a Building Automation System vs. programming a Building Automation System)?

2. Similar Facilities

The Facility of the comparable contract/comparable customer must be similar to the AU's Facility. Similar Facilities are of the same class and type, as demonstrated in Table 4 below:

Table 4 - Similar Facility Classes and Types

Class	Type
secure Facilities	correctional Facilities, psychiatric Facilities, county jails, detention centers, youth Facilities, etc.
office Facilities	K-12 schools, office buildings, academic facilities
health care Facilities	hospitals, nursing homes, etc.
residential Facilities	college/university dormitories, OPWDD/Not-for-Profit community residence homes, etc.
special use Facilities	sewer plants, waste water treatment plants, power plants, etc.
public safety Facilities	police buildings, fire stations, armories, etc.
sports Facilities	stadiums, hockey rinks, etc.
transit Facilities	railway stations, bus terminals, airports, boat/ferry terminals, etc.
museum Facilities	museums, historic buildings, etc.

Contractors cannot use Classes or Types of Facilities with additional requirements (e.g., a Secure Facility) to demonstrate Reasonableness of Price for a Class or Type of Facility with less stringent requirements.

3. Underlying Conditions

The underlying conditions of the Facility (e.g., status (New Facility or Existing Facility), age, particular Code requirements, pollution/hazardous materials, etc.) are factors AUs need to review as part of their determination as to what constitutes an acceptable Comparable Contract/ Customer. Considerations include:

- How old are both Facilities?
- If the AU's Facility and the comparable contract/comparable customer Facility have different ages, were there any changes to any Building Codes which would affect the Installation/Integration/ Acceptance or Maintenance of the System?
- What, if any, were the insurance and bonding requirements of the Comparable contract/ Customer and how do they compare to both this award and the Project-Specific Insurance Requirements set by the Authorized User/Contract (higher, lower, the same)?

- Are there any unique/special conditions to consider for AU's Project, including but not limited to: Pollution/Asbestos/Lead Abatement or Special Security/Site Access Procedures?

4. Project Value Costing Differences

The AU's Project and the Comparable Contract/Customer's project need to have similar Total Values, Payment Schedules/Processes, and Deliverables. To determine this, the AU Shall consider:

- What are the dollar values of the proposed AU project and the Comparable Contract/Customer project?
- Does the Comparable Contract/Customer require the payment of NYS DOL Prevailing Wage Rates and Supplemental Benefits? In particular:
 - Are both projects using the same particular NYS DOL Prevailing Wage Rate Occupation and Subcategory (e.g., NYC Electrician: Audio/Sound/Teledata)?
 - Is the work in both the Authorized User Agreement and Comparable contract/Customer being performed during the same time of day (e.g., both during Normal Business Hours) or different times of day (e.g., Normal Business Hours versus After Business Hours)?

While the values do not need to be the same, the goal is to reference similar economies of scale.

When the total value of the AU proposal is more than 25% greater than that the Comparable Contract/Customer's, the Contractor must include an explanation as to why it cannot offer more favorable pricing. AUs reserve the right to require this justification for a lower differential (e.g., 15%), and the Contractor cannot simply reference the 25% threshold.

5. Authorized User-Specific Standard Design

Where an Authorized User has a standard Facility design (assuming the same type and use of the Facilities), the pricing production standard for the same System in each Facility to another should not vary except due to either:

- Differences in the Prevailing Wage Rates or Supplemental Benefits issued by the NYS Department of Labor
- Specific factors outlined in this section, such as the need to perform Pollution/Asbestos Abatement, which are required by the AU and differentiate the two (2) Facilities **OR**
- Based on updates to the Manufacturer's or Distributor's List Price/MSRP (issued and published in the Manufacturer's/Distributor's Price List with List Price/MSRP ("List Price/MSRP File") and, by extension, in the Contractually Approved Percent (%) Discount Structures from List Price/MSRP).

6. Additional Pricing Verifications

For any Direct Engagement, AUs Must:

1. Require the Contractor document whether the Comparable Contract/Customer agreement allowed for charging Travel Time and Site Access Time separately, or if the hourly rates on the Comparable Contract/Customer agreement included Travel Costs and Site Access Costs

2. Where the Comparable Contract/Customer Agreement is in whole or in part a Fixed Price/Lump Sum Agreement, Require the Contractor provide Certified Payroll or other documentation demonstrating the actual number of hours worked

The Contractor (or Subcontractor) May redact the name of the Employees that performed work on the Comparable Contract/Customer Agreement.

AUTHORIZED USER REQUIREMENTS IN SECOND TIER COMPETITIONS: Whenever an AU conducts a Second Tier Competition and includes either Mandatory minimum qualifications or technical factors to be evaluated, the AU Must document the reasons for including these requirements in the procurement record and Must demonstrate that they are reasonable or necessary.

Mandatory minimum qualifications and technical factors Must not be Written only for the purpose of limiting competition, but instead be Written to obtain the most economical alternative and to promote the best interests of the AU and the State.

AUs must include, at a minimum, the method of award³ for any Second Tier Competition within the Second Tier Competition document and Must have an Evaluation Tool finalized and date-stamped prior to the receipt of Contractor proposals.

When the basis for awarding a Second Tier Competition is Best Value, the AU May include a Quantitative Factor⁴ for SBE, MBWBE, and SDVOB Contractors in a manner consistent with State Finance Law §163 and any Rules or Regulation.

CONFORMANCE TO HVAC EQUIPMENT REQUIREMENTS: AUs Must verify that HVAC Equipment meets the criteria of Microprocessor-Controlled HVAC Equipment prior to using This Award for its purchase, Installation, Integration, and/or Maintenance, and Must document how the Equipment conforms to each criterion in the Procurement Record (see the *General Guidance* section below for additional information).

GENERAL GUIDANCE

SITE VISITS: At the discretion of the AU and prior to the receipt of quotes/proposals, Contractors **may be required to perform a site visit at the associated Installation/Integration location** to become familiar with any local condition which May in any manner affect the Work to be done, as well as the Equipment or Services required. Contractors are required to carefully examine specifications provided by the AU and to familiarize themselves thoroughly with any conditions and requirements that May in any manner affect the Work to be performed under the Contract. During the site visit, the AU will indicate placement of all Equipment. In addition, Contractors should specify if any modifications or additions to the site are required to insure proper operation of the Equipment. If changes are required, they Must be included in the Contractor's quote/response to the AU.

No allowances of any kind (e.g., acceptance of increased cost, exceptions with respect to the responsiveness of bid, etc.) will be made due to lack of knowledge of these conditions. Ignorance of the requirements will not relieve the Contractors of their liability and obligations under the Authorized User Agreement.

³ Please see NYS State Finance Law §163 and the NYS Procurement Council Guidelines for more information on method of award.

⁴ Please see NYS State Finance Law §163 for additional information regarding Quantitative Factors.

NYS STATEWIDE FINANCIAL SYSTEM: When entering transactions into the NYS Statewide Financial System (SFS), New York State Agencies should:

- Verify if “Service Contract” is “Maintenance” (see *Section 7: Maintenance* of Solicitation 23150 and the *Maintenance* section of this guidance document) or “Installation/Integration” (see the *Distinguishing Between Installation/Integration versus Construction* section of this guidance document)

AND

- Note any Progress/Milestone Payments or Retainage included (see *Section 6.14: Invoice and Payment* of Solicitation 23150)

DEALERS: All Dealers Must be pre-approved by OGS for a particular Contractor and listed on the OGS website for the particular Contractor prior to use. Dealers are Business Entities, added by a Contractor awarded a Contract for Lot 1 (Equipment), that are able to sell the Equipment on the awarded Contract. Dealers **Must not:**

- Perform Services under any of these Contracts
- Sell/offer Equipment which is not on the approved Price List of the Contractor published on the OGS website² **OR**
- Charge above the NYS Net Pricing for Equipment.

Contract holders under Award 23150 cannot act as a Dealers for another Contract holder under Award 23150.

SUBCONTRACTORS: All Subcontractors Must be approved by the AU prior to the execution of the Authorized User Agreement. The AU is solely responsible for verifying and documenting that Subcontractors meet all applicable requirements and are used in accordance with the Scope and Terms and Conditions of This Award.

As part of the approval process for Subcontractors, AUs Must perform the following:

- 1) The AU Must verify that the Subcontractor holds active licenses in good standing where required by Law, Code, Rules, or Regulation
- 2) In accordance with [Section 69-M of the General Business Law](#) and [19 NYCRR §195.2](#),⁵ the AU Must verify if the Subcontractor (Actual Business Entity name or d/b/a name) Must and does hold an active NYS Fire Alarm Security System Installer License in good standing by:
 - A) Reviewing the scope of the Work being performed and determining if the Equipment or System requires an NYS Fire Alarm Security System Installer License to Install, Integrate, or Maintain

AND

- B) If “yes” to item (2)(A), determining if the Subcontractor is performing any Low Voltage Wiring, Equipment Installation, Integration, or Maintenance on any Equipment or System where the NYS Fire Alarm Security System Installer License is required,

⁵ [Section 69-M of the General Business Law](#) and [19 NYCRR §195.2](#) are published on NYS Department of State’s website and can be accessed by copying and pasting the following link into an internet browser address bar: <https://www.dos.ny.gov/licensing/pdfs/SECURITY.pdf>

AND

C) If “yes” to item (2)(B), reviewing the NYS Department of State, Division of Licensing, Index of Licenses and Registrations⁶ website to verify if either:

- (1) The Subcontractor holds a “STATEWIDE” NYS Fire Alarm Security System Installer License **OR**
- (2) If the AU is located in a municipality with a Master Electrician’s License, that the Subcontractor holds a “LOCAL” NYS Fire Alarm Security System Installer License (Master Electrician Waiver)

NOTE: If the answer to both Items (2)(C)(1) and (2)(C)(2) is “no,” the AU Must reject the Subcontractor.

- 3) The AU Must determine and verify that the Subcontractor is using (and is not charging more than) the Total Hourly Rates on the Contractor’s NYS Net Pricing Pages on the OGS website
- 4) The AU Must verify that the Subcontractor is not performing Installation, Integration, or Maintenance on Equipment, Product Lines, or Systems that are not listed on the Contractor’s NYS Net Pricing Pages published on the OGS website⁷
- 5) The AU Must verify that the Subcontractor does not hold a Contract under Award 23150 (i.e., that the Subcontractor is not also included as a primary Contractor within the pre-qualified pool established under Award 23150)
- 6) The AU Must determine that the work being performed by the Subcontractor falls within the scope of This Award

AND

- 7) Ensure that the Subcontractor’s quote/proposal does **not** contain any Equipment

Additionally, if the AU is a State Agency or State Authority, the AU Must determine if the total dollar value of the Services to be performed by the Subcontractor exceeds \$100,000.00, in which case the State Agency or State Authority Must perform a vendor responsibility review of the Subcontractor and ensure that the Subcontractor is Responsible⁸ prior to issuing the Authorized User Agreement.

DISTINGUISHING BETWEEN INSTALLATION/INTEGRATION VERSUS CONSTRUCTION: The goal of this section is to clarify the difference between Installation/Integration and construction. The intent of This Award is to allow for the provision of comprehensive, turnkey Solutions that fit the scope of the Award. However, while Installation and Integration work can be acquired through the Contracts to the extent that these activities fit within a Project’s scope, these Contracts are not vehicles to procure services/activities that would primarily be considered “construction work.”

⁶ The NYS Department of State, Division of Licensing, Index of Licenses and Registrations website search page can be accessed by copying and pasting the following link into an internet browser address bar:

https://appext20.dos.ny.gov/lcns_public/chk_load

⁷ The NYS Net Pricing Pages for This Award can be accessed by clicking on the Pricing Information links within the table of the Contractor Information document posted here:

<https://online.ogs.ny.gov/purchase/snt/awardnotes/7720123150can.htm>.

⁸ The vendor responsibility section of OSC’s website can be accessed by copying the following link and pasting it into an internet browser address bar: https://www.osc.state.ny.us/vendrep/info_vresp_agency.htm

Any Installation/Integration must be directly related to the System and Solution. In order to clearly delineate between an “Installation/Integration” and “Construction,” AUs should consider the following questions:

- Does the work involve hands-on physical Work on the Equipment in the System?
- Does the work involve direct electronic actions upon a System (e.g., programming)?
- Would separating this work from the remainder of the System/Solution affect the warranty, functioning, operations, cyber/network integrity, or interoperability, etc. of the System/Equipment?
- Would separating the work still allow for the provision of the System as per code?
- Is the work incidental but directly necessary for the System, or is it just convenient to perform the work at the same time?
- If a “structural” change, is it:
 - Only being performed because it is necessary for the implementation of the System?
 - Not a material alteration to the building but instead an incidental adjustment?
 - Not a major renovation?

Table 4 includes examples of work that would be considered Installation/Integration as opposed to construction work. When working with a Contractor, **AUs Must be aware that any work which is not directly related to the provision of a System and Solution is intended to be excluded from This Award** because it is considered “construction work.” For design and construction work, AUs should follow the applicable laws governing their procurement of design and construction (e.g., Public Buildings Law, Public Authorities Law, State Finance Law, General Municipal Law, etc.).

Table 4 - Examples of Installation/Integration Work vs. Construction Work

Installation/Integration	Construction
Core drilling for cabling/wiring that is being used directly in the Installation and/or Integration of an Intelligent Facility and Security System and Solution (e.g., drilling hole for wiring of a security camera)	Core drilling for general purpose facility wiring
Wiring any of the Systems which fit the Scope of This Award	Performing General Facility Wiring
Incidental ductwork and/or piping connection from a Microprocessor-Controlled HVAC Equipment System to the Facility’s central/main ductwork/piping (connection from new or replacement HVAC Equipment such as a Chiller to ductwork/piping already in place)	Running of main facility ductwork, piping, etc.
Performing minor Asbestos Abatement in order to Install and Integrate a New Fire Sprinkler System	Performing Facility-Wide Asbestos Abatement
Temporarily removing a small (e.g., 3 square feet) piece of sheetrock so as to access and repair the wiring of a Fire Alarm System	Removing and installing new sheetrock for an entire floor of a Facility

Ultimately, each type of work will need to be reviewed on a case-by-case basis to delineate between Installation/Integration and construction. Depending on the System and Project, all, some, or none of the work may be allowable under these Contracts. The key point is that, at a minimum, the same test questions and evaluation method should be applied uniformly by AUs in accordance with the guidance provided in this section. AUs reserve the right to ask additional questions beyond those listed in this document to make an accurate determination as to whether or not proposed work would be considered Installation/Integration or construction.

AUs are responsible for ensuring their compliance with the scope and intent of This Award in regard to only procuring Installation/Integration services, and not construction work, as defined in This Award.

State Agencies should also review *Section IV.8 Capital Projects* of the NYS Office of the State Comptroller (OSC) Guide to Financial Operations for additional guidance on delineating further between Installation/Integration and Construction work and to ensure that they use the appropriate codes for funding.⁹

FRONT-END DOCUMENTS: For Installation/Integration projects, AUs May have one or more documents that outline project information including the scope, schedule, conditions, payment structure, requirements, and other details. The documented information may include, but is not limited to:

- Progress/milestones for project completion/payment
- Staging/Mobilization requirements
- Retainage
- Performance/payment bonds for both the Contractor and (if applicable) Subcontractor(s)
- Coordination with other Contractors/AU staff
- As-built requirements

OGS Procurement Services collectively refers to these records as “Front-End Documents.” The AU should provide all Front-End Documents as part of the initial request for a Bid Proposal (via either a Second Tier Solicitation or Direct Engagement) to ensure that the Contractor has sufficient information regarding the project and can prepare an optimal response. Contractors Must not charge more than the Not-to-Exceed Pricing on their Contract to comply with Front-End Documents.

In accordance with §6.45.2 *Modification of Contract Terms*, Contractors and AUs are permitted to agree to the terms and conditions outlined in the aforementioned Front-End Documents **provided they do not diminish or impair the terms and conditions of any Contract resulting from Solicitation 23150.** When issuing a final purchase order/Authorized User Agreement, an AU May either:

- Incorporate Front-End Documents into an Authorized User Agreement, **OR**
- Affix Front-End Documents to the purchase order

Once incorporated into the Authorized User Agreement or affixed to the purchase order, these Front-End Documents become part of the Agreement between the Contractor and the AU and are thus binding on the Contractor.

⁹ The Capital Projects section of the NYS OSC Guide to Financial Operations can be accessed by copying the following link and pasting it into an internet browser address bar:
<https://www.osc.state.ny.us/agencies/guide/MyWebHelp/#IV/8/A.htm%3FTocPath%3DIV.%2520Accounting%2520Codes%2520%25E2%2580%2593%2520Uses%2520and%2520Descriptions%7C8.%2520Capital%2520Projects%2520%7C1>

HVAC EQUIPMENT REQUIREMENTS: AUs Must verify that HVAC Equipment, including but not limited to the following:

- Chillers
- Rooftop units (RTUs)
- Boilers
- Air handlers/air handling units (AHUs)
- Fan coils
- Unit ventilators
- Heat pumps,
- Remote input/output (I/O) modules

Meet the criteria of being Microprocessor-Controlled HVAC Equipment prior to using This Award for its purchase, Installation, Integration, and/or Maintenance.

To use This Award, AUs Must verify that the selected HVAC Equipment meets all of the following criteria:

- 1) It Must be controlled by a microprocessor that was factory-mounted/factor-installed/factory-provided on the Equipment (For example, the Chiller has its controls already mounted on it at the factory before it is delivered to the AU)
- 2) It Must require technical skill to program, Integrate, Start-up, and Commission
- 3) It Must conform to the definition of Information Technology (IT) as defined in This Award¹⁰

AND

- 4) It Must be Integrated with a Building Automation Systems(BAS) or Energy Management System (EMS) such that:
 - A) The functionality of the Integrated System conforms to the definition of Information Technology set forth for This Award¹⁰

AND

- B) The Integrated System is configured, programmed, Integrated, started-up, commissioned, etc. to allow the BAS or EMS to communicate with the Microprocessor-Controlled HVAC Equipment

The AU Must document how the HVAC Equipment meets each of the criteria listed above within the Procurement Record. If one or more of the HVAC Equipment criteria above is not met, AU **Must not** obtain HVAC Equipment and Services under This Award.

DATA CATEGORIZATION: Prior to either a Second Tier Competition or Direct Engagement to obtain a System and Solution, Integration, or Maintenance Work, the AU Must perform a data categorization assessment and identify the risk level of the Project (low, moderate, or high).

ACCEPTANCE TESTING & PRODUCT/SYSTEM ACCEPTANCE: Appendix B, *Product Acceptance*, is deleted in its entirety and replaced by the following language:

¹⁰ See *Attachment 15 – Glossary of Terms* for Award 23150, in particular for the definitions of “Microprocessor-Controlled HVAC Equipment Systems and Information Technology

The State defines System Acceptance as the Problem Free operation of a Product/System/Solution after it is Fully Operational for a consecutive 30 calendar day period commencing with the first Business Day after the Equipment/System/Solution is Fully Operational. At that point, the Authorized User Shall test for 30 consecutive calendar days. Should the Equipment/System/Solution fail to operate Problem Free during the 30 consecutive calendar day Acceptance Testing Period, the Contractor Must correct the problem at no cost to the Authorized User and a new 30 consecutive calendar day Acceptance Testing Period will begin for the Product/System/Solution commencing the first Business Day after the problem is corrected. Problem Free operation applies to ALL components of the Equipment/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 User provided interface/Systems or erroneous software/System programming by the Authorized User.

An AU has the discretion to increase the 30 consecutive calendar day Acceptance Testing Period. At the conclusion of the Acceptance Testing Period, the AU May Accept the System and notify the Contractor in Writing. Upon receipt of the notification of Acceptance by an AU, the following will occur:

- 1) The Title (or License grant for software) and risk of loss Shall pass from the Contractor to the AU
- 2) The Product/System/Solution warranty period in Appendix B, Warranties Shall commence

AND

- 3) The Contractor Shall invoice the AU for payment or, if using progress/milestone payments, final payment

AUs reserve the right to require additional performance and Acceptance Testing standards as part of the Authorized User Agreement.

Where the AU determines to reject (non-accept) Equipment/Systems/Solutions for not performing Problem Free during the System Acceptance Testing Period and to cancel the Authorized User Agreement in whole or in part, the Equipment/System/Solution Must be removed by the Contractor from the premises of the AU within ten (10) calendar days of notification of non-acceptance by the AU. Rejected items not removed by the Contractor within the ten (10) calendar day period Shall be regarded as abandoned by the Contractor and the AU Shall have the right to dispose of the Product as its own property. The Contractor Shall promptly reimburse the AU for any costs incurred for the storage/removal/disposition of the Product after the ten (10) calendar day period. Such cancellation Shall not give rise to any cause of action against the AU for damages, loss of profits, expenses, or other remuneration of any kind.

Where an AU only purchases Equipment from a Contractor and has another entity(s) perform all Installation, Integration, and Maintenance Work, System Acceptance Testing Shall be 30 consecutive calendar days from the date of delivery.

All repair/replacement of Equipment/Systems/Solutions performed as Maintenance Shall be subject to this section.

PERMITTING, CODE COMPLIANCE, AND PROFESSIONAL LICENSING

UNIFORM CODE COMPLIANCE: Some work under This Award may be subject to the New York State Uniform Fire Prevention and Building Code (the "Uniform Code").

State Agencies and State Authorities: If the AU is a State Agency or State Authority, the AU will work with a Uniform Code Permitting Agency as designated by the NYS Department of State in accordance with [19 NYCRR § 1204.3e](#) and [19 NYCRR § 1204.16](#).¹¹ The Permitting Agency shall provide all Uniform Code Services, including the issuances of all Permits and Certificates, inspections, and reporting. For each project, the AU is responsible for fulfilling the following steps:

- Informing the Permitting Agency of the proposed project and determining if:
 - The Work is considered either Installation/Integration or Maintenance
 - The Work is subject to Permitting Agency oversight (e.g., Maintenance projects generally do not require Permitting Agency oversight; Livescan Store and Forwarding Systems May not require a Permit and therefore may not need to be reviewed by a Permitting Agency, etc.)
- Determining which entity (i.e., AU or Permitting Agency) should have custody of all approved plans and specifications
- Identifying legal authority for System Installation/Integration (e.g., Installation Work is regulated by statute and not all AUs are authorized to perform such Work)
- Ensuring payment in accordance with all applicable NYS Department of Labor Prevailing Wage Rates and Supplemental Benefits under Article 8 of the NYS Labor Law
- Obtaining a Permit from the Permitting Authority prior to commencing Work
 - If the project is taking place in a Facility that falls under the Custody of OGS, the AU should also obtain project approval from the Building Manager
 - If an AU is only obtaining Equipment from a Contractor under This Award (i.e., the AU is not obtaining Work/Services under This Award), the AU Must submit either a Tenant Alteration Request (TAR) or a Work Order and obtain approval before proceeding¹²
- Obtaining a Code Compliance Certificate once Work has been completed
- Ensuring that plans and specifications are certified and stamped by a NYS Registered Architect or Licensed Professional Engineer

In addition, if the AU wishes to obtain a Design Build Solution, it Must review the Design Build Automation Section of this document and determine if it has Design Build Automation and that all requirements have been met.

Other AUs (Not State Agencies or State Authorities): If the AU is not a State Agency or Authority, the AU will work with the Authority Having Jurisdiction (“AHJ”) on matters related to Uniform Code permitting and compliance, including the issuance of a Permit for any Installation/Integration that requires one, per NYS Building Codes. The AHJ can be identified in 19 NYCRR § 1202.2, 19 NYCRR § 1203.2, and 19 NYCRR

¹¹ Under 19 NYCRR § 1204.3(e), that the following State entities may act as a Permitting Agency: the Department of Environmental Conservation, the Department of State, the Office of General Services, the Office of Mental Health, the Office of Mental Retardation and Developmental Disabilities, the Office of Parks, Recreation and Historic Preservation, the Facilities Development Corporation, the Urban Development Corporation, the State University of New York, the State University Construction Fund, the Dormitory Authority of the State of New York, the New York Power Authority, the New York State Thruway Authority and any other State agency so designated by the Secretary.

¹² Additional information on TARs and Work Orders can be found using the following link: <https://ogs.ny.gov/real-estate/tenant-representatives>

§ 1203.3 and shall provide all Uniform Code Services, including the issuances of all Permits and Certificates, inspections, and reporting. For each project, the AU is responsible for fulfilling the following steps:

- Informing the AHJ of the proposed project and determining if:
 - The Work is considered either Installation/Integration or Maintenance
 - The Work is subject to AHJ oversight (e.g., Maintenance projects generally do not require AHJ oversight; Livescan Store and Forwarding Systems May not require a Permit and therefor may not need to be reviewed by an AHJ, etc.)
- Determining which entity (i.e., AU or AHJ) should have custody of all approved plans and specifications
- Identifying legal authority for System Installation/Integration (e.g., Installation Work is regulated by statute and not all AUs are authorized to perform such Work)
- Ensuring payment in accordance with all applicable NYS Department of Labor Prevailing Wage Rates and Supplemental Benefits under Article 8 of the NYS Labor Law
- Obtaining a Permit from the AHJ prior to commencing Work
 - If the project is taking place in a Facility that falls under the Custody of OGS, the AU Must also obtain project approval from the Facility Manager
 - If an AU is only obtaining Equipment from a Contractor under This Award (i.e., the AU is not obtaining Work/Services under This Award), the AU Must submit either a Tenant Alteration Request (TAR) or a Work Order and obtain approval before proceeding¹²
- Obtaining a Code Compliance Certificate once Work has been completed
- Ensuring that plans and specifications are certified and stamped by a NYS Registered Architect or Licensed Professional Engineer

OGS Facility Process: Any AU located in Facilities under the Custody of OGS that is:

A. Only obtaining Equipment from a Contractor under This Award

AND

B. Obtaining work/Services outside of This Award

Must submit either a Tenant Alteration Request (TAR) or a Work Order¹² and not proceed until receiving approval.

DESIGN BUILD/DESIGN BUILD AUTHORIZATION: If an AU wishes to obtain a Design Build Solution, it Must determine if it has Design Build Authorization. This determination and all supporting documentation Must be included in the AU's Procurement Record.

In the Event an AU determines it has Design Build Authorization, it Must comply with the following procedures to obtain a Design Build Solution:

- 1) The AU Must have in its employ or under contract a Registered Architect or Professional Engineer with professional competence appropriate to the project. This Registered Architect or

Professional Engineer Must (i) advise the AU regarding the use of Design Build for the project and (ii) assist the AU with the preparation of either a Second Tier Competition or Direct Engagement and the evaluation of such proposals

- 2) The AU Must ensure the preparation of a preliminary scope of Work and specifications/design document by the Registered Architect or Professional Engineer employed by or under contract with the AU for this project
- 3) The AU Must determine if it is required to conduct a Second Tier Competition or May Work Directly with a Contractor
 - A) Where the AU Must conduct a Second Tier Solicitation, the AU Must:
 - 1) Conduct either:
 - (a) A Qualification-Based Selection among the Contractors offering the System or Product Lines **OR**
 - (b) A Best Value Selection among the Contractors offering the System or Product Lines **OR**
 - (c) A Two-Step Selection process that includes:
 - (i) Issuing a Minimum Qualification Document to Contractors offering the System or Product Lines
 - AND**
 - (ii) Conducting a Best Value Selection among the Contractors who pass a Mandatory minimum qualification review,
 - 2) Include a method of award³ for any of the aforementioned selection methods and finalize and date stamp an evaluation tool prior to the receipt of proposals from Contractors, and
 - 3) Not select a Contractor for a Design Build Solution on the basis of lowest price
 - B) Where the AU is not required to conduct a Second Tier Competition but instead May Work Directly with a Contractor, the AU Must require the Contractor to provide a Design Build Solution
- 4) In accordance with NYS State Finance Law § 163 the AU May include the following factors in any Qualification-Based Selection or Best Value Section:
 - A) The quality of the Contractor's performance on previous projects;
 - B) The timeliness of the Contractor's performance on previous projects;
 - C) The level of customer satisfaction with the Contractor's performance on previous projects;
 - D) The Contractor's record of performing previous projects on budget and ability to minimize cost overruns;
 - E) The Contractor's ability to limit change orders;

- F) The Contractor's ability to prepare appropriate project plans;
 - G) The Contractor's technical capacities;
 - H) The individual qualifications of the Contractor's key personnel;
 - I) The Contractor's ability to assess and manage risk and minimize risk impact;
 - J) The Contractor's financial capability;
 - K) The Contractor's ability to comply with applicable requirements, including the provisions of articles 145, 147 and 148 of the education law;
 - L) The Contractor's past record of compliance with federal, state and local laws, rules, licensing requirements, where applicable, and executive orders, including but not limited to compliance with the labor law and other applicable labor and prevailing wage laws, article 15-A of the executive law, and any other applicable laws concerning minority- and women-owned business enterprise participation;
 - M) The Contractor's record of complying with existing labor standards, maintaining harmonious labor relations, and protecting the health and safety of workers and payment of wages above any locally-defined living wage; and
 - N) A Quantitative Factor⁴ for NYS SBEs, MWBEs, and Service-Disabled Veteran Owned Businesses.
- 5) The AU Must ensure that Any Subcontractor Performing Professional Design Services for a Design Build Solution:
- A) Is licensed or registered as required by NYS Law, Codes, Rules, or Regulations to practice the profession
 - B) Possess all Professional Liability/Errors & Omissions insurance required by Attachment 4 – *Contract Insurance Requirements*
 - C) Meets all AU criteria
 - D) Is not under contract to the AU to provide Professional Design Services, and
 - E) Will not perform any Professional Design Services for Equipment/Systems which do not fall within the scope of This Award

Please Note: A Contractor retaining an “Expediter” Firm as a subcontractor in NYC is a Design Build Solution and the AU Must comply with the provisions of this section.

CERTIFIED TECHNICIAN REQUIREMENT: Contractors Must use Certified Technicians to perform all Services, as applicable. If obtaining Installation, Integration, or Maintenance, AUs May require the Contractor to provide a list of Certified Technicians who will be performing Work along with each individual's qualifications. These qualifications should include, but are not limited to:

- Number of years of experience
- Licenses (as applicable)

- Certifications (e.g., from the Manufacturer for a Product Line)

AUs conducting Second Tier Competitions May use this information for ranking purposes when the basis of award will be either Best Value or Qualification-Based Selection.

NYS FIRE ALARM SECURITY SYSTEM INSTALLER LICENSE: [Section 69-M of the General Business Law](#) and 19 NYCRR §195.2⁵ provide that any person (as defined in the same) engaging in the business of Installing, Servicing or Maintaining security or fire alarm Systems Must be licensed to do so.

Additionally, any proposed Subcontractor that will be engaging in the business of Installing, Servicing or Maintaining security or fire alarm Systems Must also be licensed to do so. AUs Must document that the Subcontractor is licensed and maintain this as part of their Procurement Record.

ADDITIONAL LANGUAGE INCORPORATED INTO ALL CONTRACTS AWARDED UNDER LOT 2: The Contractor Must not perform Installation/Integration in Facilities without consulting with the relevant Permitting Agency/Authority Having Jurisdiction to determine if a building Permit is required.

Any Contractor that performs Installation/Integration without such consultation May be denied payment in whole or in part. AUs Must not, as part of any Authorized User Agreement, agree to alter, amend, waive, diminish, or impair these provisions. In addition, the Contractor Must confirm that any Installations or Integrations are authorized by the Facility owner, and not just a Facility occupant.

MAINTENANCE

All Contractors awarded under Lot 2 have established Not-to-Exceed Pricing for Maintenance in their Contract, and this includes two distinct types of Maintenance: Preventative Maintenance and Remedial Maintenance (see *Attachment 15 – Glossary of Terms* for definitions). Table 5 includes some examples of each type of Maintenance.

Table 5 - Examples of Preventative and Remedial Maintenance

Preventative Maintenance	Remedial Maintenance
Testing	Unanticipated/unscheduled repairs of previously Installed/Integrated/Accepted Equipment/Systems due to malfunction
Inspecting	
Cleaning	Unanticipated/unscheduled Replacement of previously Installed/Integrated/Accepted Equipment/Systems due to malfunction
Re-calibration	
Software updates/patches	
Scheduled repairs/replacements	

Maintenance May be acquired either:

- On a Time and Materials (T&M) basis only
- On a combination of monthly basis (including monthly in arrears) for the materials and a time basis for the Labor
- On a monthly basis (including monthly in arrears) for both the materials and labor
- On a prepaid annual basis

Contractors are obligated to meet several requirements with respect to Maintenance, including:

- All Equipment the Contractor Maintains Must be listed on the Contractor's NYS Net Pricing Pages published on the OGS Website²
- The Contractor Must not use the Services on their Contract to maintain Equipment which is not on its Centralized Contract NYS Net Pricing Pages published on the OGS Website²
- The Contractor Must not charge more than the Not-To-Exceed Pricing for Equipment and Services on its Contract²
- For ALL Maintenance Agreements, the Contractor Must provide the following to the AU as part of its response to the Second Tier Competition or Direct Engagement:
 - A. Job Titles to be utilized
 - B. Description of Duties of the Job Titles from the Centralized Contract
 - C. Prevailing Wage Occupation Subcategory
 - D. For Job Titles Included in an NYS DOL Prevailing Wage Rate Schedule:
 - i. Prevailing Wage Rates
 - ii. Supplemental Benefits

NOTE: Use the Overtime Hourly Pay Rates, After Business Hours Hourly Pay Rates, Saturday Hourly Pay Rates, and Sunday and State Holiday Hourly Pay Rates where applicable
 - E. Total Hourly Rates on Contract
 - F. Either:
 - i. For Job Titles Included in an NYS DOL Prevailing Wage Rate Schedule: the Authorized User Percent (%) Markup **OR**
 - ii. For Job Titles Not Included in a n NYS DOL Prevailing Wage Rate Schedule: the Authorized User Percent (%) Discount
 - G. Authorized User Total Hourly Rates to be charged
 - H. Number of Hours worked/Serviced or Proposed to be worked/Serviced for each Job Title
 - I. The total cost per Job Title computed by multiplying each the Authorized User Total Hourly Rate by the corresponding number of Hours worked/Serviced or Proposed to be worked/Serviced for each Job Title
 - J. The total cost of Service computed by adding the sum of all the total cost for each Job Title
 - K. NYS Net Pricing of Equipment (for each different Equipment/Model #) on Contract
 - L. The Authorized User Percent (%) Discount for each item of Equipment
 - M. The Authorized User NYS Net Price for each Equipment to be charged
 - N. Number of each item of Equipment to be purchased, repaired, replaced, or otherwise Maintained

- O. Total Equipment cost for each item of Equipment (by Equipment Model #) computed by multiplying the Authorized User NYS Net Price by the (#) of each item of Equipment to be purchased, repaired, replaced, or otherwise Maintained
- P. The total Equipment cost computed by adding the sum of the Total Equipment cost for each item of Equipment (by Equipment Model #)
- Q. Frequency of Maintenance activity (e.g., semi-annually, monthly, weekly, etc.)
- R. Number of locations, if applicable (i.e., if the scope of work includes multiple sites)

The Contractor Must provide the AU with All of the aforementioned information for BOTH Preventative and Remedial Maintenance, even if the AU only requires the Contractor to provide Preventative Maintenance and/or Remedial Maintenance on a Time and Materials Basis.

Where the AU enters into a multi-year Maintenance Agreement, the Contractor Must not propose any increase in the Pricing to the AU.

The AU Must insert the following into the Authorized User Agreement

“Pricing for (insert year # and time period) will be computed in accordance with the provisions of PT (Insert Contractor’s Contract #).”

During the First Year, or any Subsequent year, the Contractor May only request updates to the Authorized User Agreement Pricing in accordance with Solicitation 23150 and the “Authorized User Agreement Pricing Updates” section of this document.

If an AU elects to purchase any System or Equipment and the Installation and Integration for the System or Equipment from a Contractor using the Contractor’s Contract under This Award, all required Remedial Maintenance and scheduled repairs and replacements Must be provided by the Contractor under the warranty provisions during the first year subsequent to Acceptance of the Equipment/System (see § 6.45 *Appendix B - Revisions*).

The AU Shall not be required to purchase Maintenance for use of Equipment/Systems, and May discontinue Maintenance at the end of any current Maintenance Agreement term by giving the Contractor written notice of the discontinuation at least 30 calendar days prior to the expiration date/end date of the Maintenance Agreement term end. In addition, AUs May request a reinstatement of a previously cancelled Maintenance Agreement at any time. However, the Contractor reserves the right to conduct a reinstatement inspection and may refuse to maintain the System or any Equipment in whole or in part.

Some additional information that AUs should note regarding warranties is outlined below.

- During the warranty period, Preventative Maintenance (excluding scheduled repairs/replacement of Equipment) Shall be acquired by the AU through a Maintenance Agreement
- Following the warranty period, AUs will have the option to continue Preventative and Remedial Maintenance under a Maintenance Agreement unless the AU, upon notice to the Contractor, discontinues coverage. Where the AU elect to enter into a Maintenance Agreement after the warranty period, Maintenance Must be provided for all Equipment acquired, including moves, additions, and changes that take place after System Acceptance.
- If the AU declines to continue Preventative and Remedial Maintenance following the warranty period, then the Contractor is no longer responsible for any Maintenance on this particular AU’s Equipment/System

- During the Warranty Period required by Appendix B, for Warranties where a Contractor has provided Equipment, Installation, Integration, and (if applicable) any repairs/replacements for an AU, the provisions of the Remedial Maintenance Response Requirements section of this document Shall be deemed part of the Warranty and Shall incur no additional cost to the AU

LEGACY MAINTENANCE/SUPPORT: If a Contractor offers Legacy Maintenance/support options, they Must be included in *Attachment 1 – NYS Net Pricing Pages*. posted on the OGS website. The Contractor May offer Legacy Maintenance/support Services on obsolete Equipment, or Equipment that is at the end of its useful life, that is not being offered under its Contract, provided that the Equipment fits within the scope of the Contract. A description of each type of Legacy Maintenance/support option shall be provided in Contractor's *Attachment 1 – NYS Net Pricing Pages*.

SPARE INVENTORY OF CRITICAL EQUIPMENT: An AU May require a Contractor to keep a spare Equipment inventory of Critical Equipment at the AU's Maintenance Location at no additional cost to the AU. The AU assumes no responsibility or liability for loss of any Equipment inventory where the AU provides the Contractor with storage space on the premises of the AU. The Contractor Shall agree to administer such inventory at its own risk regardless of where it is stored and at no extra cost to the AU.

REMEDIAL MAINTENANCE RESPONSE REQUIREMENTS: Whenever an AU enters into any Maintenance Agreement with a Contractor under This Award, the Contractor automatically becomes responsible for the performance of Remedial Maintenance. AUs Must not waive the Remedial Maintenance and Remedial Maintenance Response Requirements listed in this section.

Whether the AU elects to subscribe to monthly Maintenance, prepaid annual Maintenance, or Maintenance on a T&M basis, Remedial Maintenance Must be performed after the AU notifies the Contractor that the Equipment/System is inoperable or unsuitable for operation. The Contractor will be responsible for insuring that Service for each Remedial Maintenance request is provided in accordance with the following:

- **Priority Emergency Service** – A “Priority Emergency” is a situation involving a major Malfunction of the Intelligent Facility and Security System Equipment or System, involving the inability of ten percent (10%) or more of the Equipment or ten percent (10%) or more of the System to operate Problem Free. The Contractor Must Respond in Priority Emergencies within two (2) continuous hours following notification by the AU. AUs reserve the right to require a more stringent definition of a Priority Emergency at time of purchase.
- **Emergency Service** – An “Emergency” is a situation involving a “critical” System Malfunction in the opinion of the AU. The Contractor Must Respond in Emergencies within four (4) continuous hours after AU notifies Contractor of the emergency.
- **Non-Emergency Service** – A “Non-Emergency” is a situation involving a System Malfunction of a scope less than that described for an Emergency. The Contractor Must Respond to Non-Emergencies within six (6) continuous hours after the AU notifies Contractor of the Malfunction.

The Response requirements **include Travel Time and Site Access Time**. Remedial Maintenance Must be available 24 hours per day, 7 days per week, including New York State legal holidays. Contractors Must provide a local telephone number for the AU at no additional cost to the AU. Contractors Must also provide a long-distance telephone number at no additional cost if the AU will need to make a long-distance phone call which would otherwise result in the AU incurring toll charges.

In the event that the Contractor does not meet the aforementioned Remedial Maintenance Response requirements, the AU Shall be entitled to a credit of ten percent (10%) of the monthly System Maintenance cost but not less than one hundred dollars (\$100.00) for every hour beyond the

aforementioned Remedial Maintenance Response requirements. During the first year of warranty or T&M Maintenance conditions, any such credit Shall be levied against any Preventative Maintenance charges incurred by the AU with the Contractor, and thereafter against any future purchase, including but not limited to any Maintenance Agreement.

If the Contractor does not perform Maintenance in accordance with the Maintenance Agreement, the AU reserves the right to contract with another Maintenance provider. The difference in cost, if any, between the two will be borne by the Contractor issued the original Maintenance Agreement.

During the Warranty Period required by *Appendix B, Warranties* where a Contractor has provided Equipment, Installation, Integration, and (if applicable) any repairs/replacements for an AU, the provisions of this section Shall be deemed part of the Warranty at no cost to the AU.

MAINTENANCE SERVICE SHEETS: The Contractor Must furnish the AU with Maintenance Service sheets for both Preventative Maintenance and Remedial Maintenance that document all Maintenance activities and requests. The minimum information that Must be documented on each Maintenance Service sheet is outlined below.

- Preventative Maintenance sheets:
 - A. Date and time of arrival and departure
 - B. Equipment/Systems tested, inspected, cleaned, etc.
 - C. Any scheduled repairs or replacements performed
 - D. Any deficiencies, Malfunctions, etc. identified
 - E. Date and time that all testing, inspection, cleaning, scheduled repairs & replacements, etc. activities were completed
 - F. Charges for Services and Equipment, if applicable (in accordance with the Authorized User Total Hourly Rate and Authorized User NYS Net Pricing)
- Remedial Maintenance sheets:
 - A. Date and time notified
 - B. Date and time of arrival and departure
 - C. Description of Malfunction reported
 - D. Diagnosis of Malfunction/failure and Work performed
 - E. Date and time Malfunction/failure was corrected
 - F. Charges for Services and Equipment, if applicable (in accordance with the Authorized User Total Hourly Rate and Authorized User NYS Net Pricing)
 - G. Name of technician(s) performing Maintenance on Equipment/System

A Maintenance Service sheet Must be supplied to the AU upon completion of Maintenance whenever it is performed on the System.

PRICING AND PAYMENTS

CONTRACTOR PRICING COMPLIANCE: Contractors Must itemize their proposals to reflect the same or better pricing that appears on the OGS website² and AUs Must review and verify the proposed pricing provided by the Contractor in order to confirm that it is complete and compliant as outlined in This Award. All pricing for Equipment and Services Must be on the Contractor's Net Pricing Pages listed on the OGS website. Contractors **Must not** charge more than the Not-To-Exceed Pricing listed on the OGS website.

AUTHORIZED USER PRICING COMPLIANCE: AUs Must reject any Authorized User Agreement which contains Equipment, Systems, or Services which are not listed on the Contractor's NYS Net Pricing Pages published on the OGS Website.²

PREVAILING WAGE: This Award is subject to the Prevailing Wage Rate provisions of New York State Labor Law. Please See Appendix B, Prevailing Wage Rates – Public Works and Building Services Contracts. Any federal or State determination of a violation of any public works law or regulation, or labor law or regulation, or any Occupational Safety and Health Administration (OSHA) violation deemed “serious or willful” may be grounds for a determination of vendor non-responsibility, a rejection of a Contractor’s response to an AU (e.g., a second-tier competition response), and suspension or termination of a Contract.

Contractors are reminded that the Percent (%) Markup that they bid/are awarded Must not be increased during the Term of the Contract. The Authorized User Total Hourly Rate for each AU engagement will be established in response to an Authorized User Agreement and will incorporate/reference the Prevailing Rate Case Number (PRC#) obtained by each requesting AU.

NYS DOL has made a determination that onsite Installation, Integration, and Maintenance of Equipment/Systems which are hardwired/affixed to Facilities has been classified as “Public Work.” This Work requires the payment of Prevailing Wage Rates and Supplemental Benefits. This also applies to all Work performed in New York City and is subject to the New York City Comptroller’s determinations.

Systems Exempt from Prevailing Wage Rates: Currently, Livescan Store and Forwarding Systems are not hardwired/affixed to buildings. As such, the Job Titles for the Systems are not included in any NYSDOL Prevailing Wage Rate Schedule. If any other System is determined by NYSDOL to not be hardwired/affixed to buildings, and therefore that the Job Titles are not included in an NYS DOL Prevailing Wage Rate Schedule, then OGS Procurement Services will allow the Contractor to propose new job titles and total hourly rates for the applicable Systems. If NYSDOL determines that any other System is not hardwired/affixed, OGS Procurement Services will publish this determination in an updated version of this document.

Job Titles Exempt from Prevailing Wage Rates: At present, the Job Titles listed below do not involve onsite physical (e.g., hands on) actions upon Equipment/Systems which are hardwired/affixed to Facilities; consequently, the Prevailing Wage Rates do not apply to the following:

- Project/Program Managers
- Livescan Store and Forward Technicians
- Designers
- CAD Specialists
- Offsite Integration and Maintenance Technicians
- Trainers
- Advanced Trainers

AUs MUST obtain a separate Prevailing Rate Case Number (PRC#) for each purchase from This Award where Prevailing Wage Rates apply.¹³ The PRC# provided in Solicitation 23150 is for information and evaluation purposes of the Centralized Contract only. When an AU submits the request for the applicable Prevailing Wages, the NYS DOL will send the AU an email with a link to the PRC information for the particular Service agreement requested.

¹³ For access to the NYS DOL PRC# request page, please copy and paste the following link into an internet browser address bar (as clicking the direct link does not open the page):

<https://applications.labor.ny.gov/wpp/showPublicNewProject.do?method=showlt>

When the PRC # and Original Rate Schedule obtained by the AU, or a Written determination made by the Local NYS DOL Bureau of Public Works Office,¹⁴ require an adjustment that conflicts with the NYS Net Pricing Pages (e.g., Shift Differential, Overtime/Premium Pay, Job Title Classification, etc.), the adjustment is binding upon the AU and the Contractor. The determination for adjustment shall supersede the information contained in the NYS Net Pricing Pages, provided that the following conditions are both met:

- No Work shall be performed which does not fit with the scope of the Contract

AND

- The Contractor cannot charge a higher Percent (%) Markup than the Contractually-Approved Percent (%) Markup Structure Over the Prevailing Wage Rate and Supplemental Benefits

The Job Titles, Descriptions of Duties, Prevailing Wage Rates, Supplemental Benefits, etc. are all starting points to allow for the award of Contracts and establishment of Contractually-Approved Percent (%) Discount Structures Over the Prevailing Wage Rates and Supplemental Benefits by OGS Procurement Services. Whenever an AU requests their project/work-specific PRC Code, the AU Must review the PRC Code and the Original Rate Schedule issued to them, and/or consult with the applicable Local NYS DOL Bureau of Public Works Office, to verify that:

- The Contractor is proposing the correct Prevailing Wage Rates and Supplemental Benefits for the work to be performed on the project
- The Job Title, Description of Duties, etc. proposed by the Contractor are appropriate and correct for the particular Work to be performed

AND

- Any Overtime, Shift Differential, Saturday, Sunday, and State Holiday Pay rules applicable to the project/work are correctly applied

Based on the aforementioned review, any Written determination issued by the Local NYS DOL Bureau of Public Works Office and any information in the PRC Code and Original Rate Schedule Shall be binding upon the AU and Contractor. This determination will supersede the information contained in the Contractor's published NYS Net Pricing Pages, provided that no work Shall be performed which does not fit the scope of the Contract and the Contractor cannot charge a higher Percent (%) Markup than the Contractually-Approved Percent (%) Markup Structure Over the Prevailing Wage Rate and Supplemental Benefits.

Please note that AUs are solely responsible for complying with the requirements of this section.

PROCESS FOR A CONTRACTOR TO OBTAIN A WRITTEN DETERMINATION FROM NYS DOL: For a specific project, when a Contractor feels that a Job Title and the associated Description of Duties and Prevailing Wage Occupational Subcategory in its NYS Net Pricing Pages on the OGS Website is not the correct classification for the performance of Services, the Contractor Must comply with the following procedure;

¹⁴ Contact information for each Local NYS DOL Bureau of Public Work Office, along with a listing of the counties served by each office, can be accessed using the following link:
<https://labor.ny.gov/workerprotection/publicwork/PWContactUs.shtm>

- 1) The Contractor Must Submit a Written request to the local NYS Department of Labor Bureau of Public Work
- 2) The Written request Must contain, at a minimum, all of the following:
 - A) The scope of Work for the Project that the AU has requested the Contractor perform
 - B) The Specific portion of the scope of work that the Contractor feels is not appropriately classified
 - C) The Job Title that the Contract specifies the Contractor Must use to perform this work. As part of this item, the Contractor Must provide All of the following information to the local NYS DOL Bureau of Public Works Office:
 - (1) The Job Title on the Contractor's NYS Net Pricing Pages on the OGS website
 - (2) The Description of Duties associated with the Job Title in the Contractor's NYS Net Pricing pages on the OGS Website
 - (3) The Prevailing Wage Occupational Subcategory associated with the Job Title and Description of Duties in the Contractor's NYS Net Pricing pages on the OGS Website
 - (4) *Attachment 15 – Glossary of Terms*
 - (5) *Attachment 1 – NYS Net Pricing Pages, Definitions*
 - D) The Reason(s) the Contractor feels that the work should be reclassified
 - E) The collective bargaining agreement(s) that the Contractor is using to support its request, and
 - F) The Job Title on the Contract which the Contractor feels is the appropriate classification. The Contractor Must provide all of the following information to the local NYS DOL, Bureau of Public Works Office:
 - (1) The Job Title on the Contractor's NYS Net Pricing Pages on the OGS website
 - (2) The Description of Duties associated with the Job Title in the Contractor's NYS Net Pricing pages on the OGS Website
 - (3) Prevailing Wage Occupational Subcategory associated with the Job Title and Description of Duties in the Contractor's NYS Net Pricing pages on the OGS Website
 - (4) *Attachment 15 – Glossary of Terms*
 - (5) *Attachment 1 – NYS Net Pricing Pages, Definitions*
- 3) Except where the local NYS DOL Bureau of Public Works Office issues a Written determination which requires a different Prevailing Wage Occupational Subcategory than the Job Title that the Contract specifies the Contractor Must use to perform this Work, the Contractor Must:
 - A) Pay its Employees at or above the Prevailing Wage Rate and Supplemental Benefits for this particular Job Title, Description of Duties, and Prevailing Wage Occupational Subcategory

AND

- B) Where a Subcontractor is performing Work which falls within the Description of Duties for the same Job Title, cause and require its Subcontractor to pay its employees at or above the Prevailing Wage Rate and Supplemental Benefits for this Job Title, Description of Duties, and Prevailing Wage Occupational Subcategory

Which the Contract specifies the Contractor Must use to perform the particular Work.

- 4) Where the Local NYS DOL Bureau of Public Works determines in Writing to re-classify the work under a different Prevailing Wage Occupational Subcategory, the Contractor Must immediately notify the AU by providing all of the relevant documentation
- 5) If the Contractor notifies an AU of a reclassification as part of a Second Tier Competition, the AU Must either:
 - A) Issue an Addendum revising the Second Tier Competition, if prior to the Due Date of proposals **OR**
 - B) Cancel the Second Tier Competition and re-bid this reflecting the Written determination by the local NYS DOL Bureau of Public Works Office, if subsequent to the Due Date of proposals

ACTUAL TIME WORKED: Contractors are not permitted to charge AUs for Travel Time or Site Access Time. Travel Costs and Site Access Costs are included in the Total Hourly Rates.

AUs are only permitted to charge Contractors for Actual Time Worked. AUs Must not use Actual Time Worked to deny or alter paying a Fixed Price/Lump Sum Agreement.

However, for any Direct Engagement where the Contractor is proposing a Fixed Price/Lump Sum, an AU May include a provision in their Authorized User Agreement stating that in no case May the Service/Labor quoted to the AU/included in the Authorized User Agreement be greater than (insert #)% of actual labor hours worked by the Contractor as evidenced by the Contractor’s Certified Payroll.

AUTHORIZED USER AGREEMENT PRICING UPDATES: After the AU enters into an Authorized User Agreement, as defined in *Attachment 15 - Glossary of Terms*, the AU’s NYS Net Pricing or Authorized User Total Hourly Rates Shall be increased only in accordance with the guidance set forth in this section. Please note that the guidance differs according to whether or not the Job Titles are included in a DOL Prevailing Wage Rage Schedule.

Authorized User NYS Net Pricing: OGS Procurement Services Must first have approved and published updated NYS Net Pricing Pages on the OGS Website in accordance with Section 6.5 of This Award and *Appendix C – Contract Modification Form and Procedures*, and the updated pages Must include updated NYS Net Pricing for the particular Equipment under the Authorized User Agreement.

Subsequently, the Contractor Must propose to the AU revised Authorized User NYS Net Pricing computed by multiplying the updated NYS Net Pricing by the Authorized User Percent (%) Discount.

Example - The following provides an example of an update to AU NYS Net Pricing:

Original Maintenance Agreement Price					
Product/ Model #	List Price/ MSRP	Percent (%) Discount	NYS Net Pricing	Authorized User Percent (%) Discount	Authorized User NYS Net Pricing
Model17	\$2,500.00	20.00%	\$2,000.00	25.00%	\$1,500.00

Updated Maintenance Agreement Price					
Product/ Model #	List Price/ MSRP	Percent (%) Discount	NYS Net Pricing	Authorized User Percent (%) Discount	Authorized User NYS Net Pricing
Model17	\$3,000.00	20.00%	\$2,400.00	25.00%	\$1,900.00

In this situation, since the Manufacturer Suggested Retail Price (MSRP) increased by 20.00%, the NYS Net Pricing increased by 20.00%. The AU is receiving an additional 25.00% off of the NYS Net Pricing (meaning that 25.00% off the NYS Net Pricing is the Authorized User Percent (%) Discount, which is a Contractually-Approved Percent (%) Discount Structure From the List Price/MSRP) that **Must not** be reduced for the life of the Authorized User Agreement. Therefore, Contractor **May** only increase the Authorized User NYS Net Pricing by the same 20.00% increase that the NYS Net Pricing was increased (approved by OGS Procurement Services and published on the OGS website).

Authorized User Total Hourly Rates for Job Titles Included in a DOL Prevailing Wage Rate Schedule: For this type of update, one of the following situations must occur:

- Either OGS Procurement Services Must first have approved and published updated NYS Net Pricing Pages on the OGS Website in accordance with Section 6.5 of This Award, and the updated NYS Net Pricing Pages Must include updated Prevailing Wage Rates, Supplemental Benefits, and Total Hourly Rates NYS Net Pricing for the particular Job Titles under the Authorized User Agreement **OR**
- NYS DOL Must have published an update to the Original Rate Schedule for the particular Authorized User Agreement

Additionally, the Contractor Must propose to the AU revised Authorized User Total Hourly Rates computed by multiplying the updated Prevailing Wage Rates and Supplemental Benefits by the Authorized User Percent (%) Markup.

Example - The following provides an example of an update to Authorized User Total Hourly Rates for Job Titles Included in a DOL Prevailing Wage Rate Schedule:

Original Maintenance Agreement Pricing						
Job Title	Prevailing Wage Rate	Supplemental Benefit	Percent (%) Markup	Total Hourly Rate	Authorized User Percent (%) Markup	Authorized User Total Hourly Rate
Electrical Installer	\$35.00	\$25.00	100.00%	\$120.00	75.00%	\$105.00
Updated Maintenance Agreement Price						
Job Title	Prevailing Wage Rate	Supplemental Benefit	Percent (%) Markup	Total Hourly Rate	Authorized User Percent (%) Markup	Authorized User Total Hourly Rate
Electrical Installer	\$40.00	\$30.00	100.00%	\$140.00	75.00%	\$122.50

In this situation, since the Prevailing Wage Rate and Supplemental Benefit increased by 16.67%, the Total Hourly Rate increased by 16.67%. The AU is receiving an Authorized User Percent (%) Markup of 75.00%, which is a Contractually-Approved Percent (%) Markup Structure Over the

Prevailing Wage Rate, and Supplemental Benefits that Must not be reduced for the Term the Authorized User Agreement. Therefore, the Contractor May only increase the Authorized User Total Hourly Rate by the same 16.67% increase of the Total Hourly Rates published by OGS Procurement Services on the OGS website.

Authorized User Total Hourly Rates for Job Titles Not Included in a DOL Prevailing Wage Rate Schedule: OGS Procurement Services Must first have approved and published updated NYS Net Pricing Pages on the OGS Website in accordance with Section 6.8 of This Award and *Appendix C – Contract Update Form and Procedures*. Such updated NYS Net Pricing Pages Must include updated Total Hourly Rates for the particular Job Titles under the Authorized User Agreement.

The Contractor Must propose to the AU revised Authorized User Total Hourly Rates computed by multiplying the updated Total Hourly Rates by the Authorized User Percent (%) Discount.

Example - The following provides an example of an update to Authorized User Total Hourly Rates for Job Titles Not Included in a DOL Prevailing Wage Rate Schedule:

Original Maintenance Agreement Pricing			
Job Title	Total Hourly Rate	Authorized User Percent (%) Discount	Authorized User Total Hourly Rate
Project Manager	\$150.00	10.00%	\$135.00

Updated Maintenance Agreement Price			
Job Title	Total Hourly Rate	Authorized User Percent (%) Discount	Authorized User Total Hourly Rate
Project Manager	\$152.10	10.00%	\$136.89

In this situation, since the Core Consumer Price Index (Core CPI) increased by 1.4%, the Total Hourly Rate increased by 1.4%. The AU is receiving an additional Percent (%) Discount of 10.00%, which is a Contractually-Approved Percent (%) Discount from the List Price/MSRP that **Must not** be reduced for the Term of the Authorized User Agreement. Therefore, Contractor **May** only increase the Authorized User Total Hourly Rate by the same 1.4% increase as the Total Hourly Rates published on the OGS website. Any other proposed increase is not permitted during the term of the Maintenance Agreement.

Where the Contractor and AU agree to the addition of Equipment to an Authorized User Agreement, this Equipment Must first be approved by OGS Procurement Services and published on the Contractor’s NYS Net Pricing Pages on the OGS Website. Where the Equipment is part of a Product Line or Product Line Subcategory where the Contractor and AU have agreed to an Authorized User Percent (%) Discount, the Contractor Must add/offer this Equipment at the same (or better) Authorized User Percent (%) Discount as the other Equipment in the particular Product Line or Product Line Subcategory.

AUTHORIZED USER AGREEMENT PRICING AFTER EXPIRATION OF THE CENTRALIZED CONTRACT: During the period after the expiration of the Centralized Contract but while an Authorized User Agreement is still effective, no Equipment pricing updates or increases Shall be permitted, and the only permitted increase for services is adjustments to Authorized User Total Hourly Rates for Job Titles Included in NYS DOL Prevailing Wage Rate Schedules. The Authorized User Percent (%) Markup Must not be increased for the remainder of the Authorized User Agreement. During this period, the Authorized User is solely responsible for ensuring the compliance with this requirement.

DEFERRED PAYMENTS AND INSTALLMENT OPTIONS: Contractors Must not offer AUs deferred/installment payment options unless the following eight (8) parameters have been approved by

OGS Procurement Services and are included in the Contractors' NYS Net Pricing pages on the OGS website:

1. The NYS Net Pricing for the Equipment
2. The price per month
3. The fixed percentage/rate of interest per month
4. The price of the interest per month
5. The sum of the price per month and the interest price per month
6. The number of months for which interest will be charged
7. The total price of the Equipment (determined by multiplying the sum price by the number of months)
8. The difference between the Total Price of the Equipment and the NYS Net Pricing

Additionally, all Deferred/Installment Payment options are subject to both of the following stipulations:

- Title Shall transfer to the AU after the Acceptance period (*see § 6.45 Appendix B - Revisions*)
- The Warranty Period and all accompanying provisions, as required by the *Appendix B - Warranties* section, Shall also commence with the transferring of title

State Agencies Must refer to Section XI.11.G Equipment Acquisition of the NYS OSC Guide to Financial Operations for additional information.¹⁵

PROJECT LABOR AGREEMENT: Whenever an AU requires a Contractor and/or Contractor's proposed Subcontractor to agree to a Project Labor Agreement as a condition of being issued an Authorized User Agreement, the Contractor and/or Subcontractor Must agree to the Project Labor Agreement.

PURCHASE ORDERS (POs): All AUs Must utilize the following procedures to properly issue POs/Authorized User Agreements associated with Contracts under This Award.

Online State Agencies: SFS requires AUs to enter an inspection period for any PO associated with This Award. When issuing a PO for This Award, Online State Agencies Must enter the Acceptance Testing Period (which is a minimum of 30 consecutive calendar days) as the inspection period.

In addition, for any project for which the Online State Agency decides to use progress/milestone payments and requires the Contractor to carry out the following steps sequentially:

- 1) Deliver the Equipment to the Online State Agency's Facility
- 2) Invoice the Online State Agency for the delivered Equipment

AND

- 3) Then Install and Integrate the Equipment

OGS recommends that Online State Agencies include **separate lines on their PO** for Equipment and Installation/Integration (i.e., one line for the funding associated with the Equipment and a second line for the funding associated with Installation/Integration), and that they enter the Acceptance Testing Period (of 30 consecutive calendar days or longer) as the inspection period on the Installation/Integration line.

¹⁵ The Equipment Acquisition section of the NYS OSC Guide to Financial Operations can be access by copying the following link and pasting it into the internet browser address bar:
https://www.osc.state.ny.us/agencies/guide/MyWebHelp/#XI/11/G.htm%3FTocPath%3DXI.%20Procurement%20and%20Contract%20Management%7C11.%20Miscellaneous%7C_____6

Non-State AUs and Bulk-Load State Agencies: Non-State AUs and Bulk-Load State Agencies should issue POs/Authorized User Agreements in accordance with their policies and procedures, including an Equipment/System Acceptance Testing Period of 30 consecutive calendar days.