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

OGS Procurement Services 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 Procurement Services 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. AUs are entirely responsible for verifying this information prior to using the Intelligent Facility and Security Systems and Solutions Contracts.

Contractors Must not use the Job Titles on their Contract to perform Services on Equipment not offered on their Contract.

REGIONS: Contracts were awarded across nine different county-based regions, as shown in Table 1:

Table 1 - Contract Regions

<table>
<thead>
<tr>
<th>Region</th>
<th>Counties Included in Region</th>
</tr>
</thead>
<tbody>
<tr>
<td>Region 1</td>
<td>Nassau Suffolk</td>
</tr>
<tr>
<td>Region 2</td>
<td>Bronx Queens Kings Richmond New York</td>
</tr>
<tr>
<td>Region 3</td>
<td>Dutchess Putnam Westchester</td>
</tr>
<tr>
<td>Region 4</td>
<td>Orange Rockland Sullivan Ulster</td>
</tr>
<tr>
<td>Region 5</td>
<td>Albany Columbia Delaware Fulton Greene Montgomery Otsego Rensselaer Schenectady Schoharie</td>
</tr>
<tr>
<td>Region 6</td>
<td></td>
</tr>
<tr>
<td>Region 7</td>
<td>Cayuga Oneida Herkimer Onondaga Jefferson Oswego Lewis St. Lawrence Madison</td>
</tr>
<tr>
<td>Region 8</td>
<td>Broome Chemung Chenango Cortland Livingston Monroe Ontario Allegany Schuyler Seneca Steuben Tioga Tompkins Wayne Yates</td>
</tr>
<tr>
<td>Region 9</td>
<td>Alleghany Erie</td>
</tr>
</tbody>
</table>

¹ Please see Appendix B – Definitions and Attachment 15 – Glossary of Terms for definitions of the terms associated with this guidance document.
CONTRACTORS: Contractors Must only offer the Equipment and Services listed on their NYS Net Pricing pages published on the OGS website at the following link:

(To Be Inserted)

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 a qualified Contractor 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

<table>
<thead>
<tr>
<th>Alarm and Signal Systems</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Automation Systems (BAS)</td>
</tr>
<tr>
<td>Command Center Systems</td>
</tr>
<tr>
<td>Computer Aided Dispatch Systems</td>
</tr>
<tr>
<td>Electronic Article Surveillance Systems</td>
</tr>
<tr>
<td>Electronic Identification Systems</td>
</tr>
<tr>
<td>Emergency Mass Notification Systems</td>
</tr>
<tr>
<td>Emergency Phone/PBX Systems</td>
</tr>
<tr>
<td>Energy Management Systems</td>
</tr>
<tr>
<td>CCTV/Surveillance Camera Systems</td>
</tr>
<tr>
<td>Electrical Distribution and Control Systems</td>
</tr>
<tr>
<td>Parking Access Control System</td>
</tr>
<tr>
<td>Physical Access Control Systems</td>
</tr>
<tr>
<td>Fire Alarm Systems</td>
</tr>
<tr>
<td>Fire Pump Systems</td>
</tr>
<tr>
<td>Fire Station Alerting Systems</td>
</tr>
<tr>
<td>Inmate Radio Systems</td>
</tr>
<tr>
<td>Microprocessor-Controlled HVAC Equipment Systems</td>
</tr>
<tr>
<td>Permanent Facility Perimeter Fencing Systems</td>
</tr>
<tr>
<td>Fire Sprinkler and Fire Suppression Systems</td>
</tr>
<tr>
<td>Lighting Control/Occupancy Detecting Systems</td>
</tr>
<tr>
<td>Livescan Store and Forwarding Systems</td>
</tr>
<tr>
<td>Nurse Call Systems</td>
</tr>
<tr>
<td>Personal Alarm Systems</td>
</tr>
<tr>
<td>Public Address Systems</td>
</tr>
<tr>
<td>Public Safety Digital Display Systems</td>
</tr>
<tr>
<td>Time Management Systems</td>
</tr>
<tr>
<td>Traffic and Transportation CCTV/Surveillance and Monitoring Systems</td>
</tr>
<tr>
<td>Vaping Detection Systems</td>
</tr>
</tbody>
</table>
The Systems (for Lot 2) and Product Lines (for Lots 1 and 2) offered by each Contractor are listed in the following spreadsheet:

(To be inserted)

**Examples of Appropriate Use for Wiring and Cable** - The following examples demonstrate the appropriate use of wiring and cable under this 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, Authorized Users 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,

**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 (also known as a mini-bid) 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**

<table>
<thead>
<tr>
<th>Situation #</th>
<th>Situation</th>
<th>Is Second Tier Competition (Mini-Bid) Required?</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Equipment Only Purchase</td>
<td>Yes</td>
</tr>
<tr>
<td>2</td>
<td>New System Installation/Integration when the Authorized User either:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>A. Has not Standardized on a Contractor; or</td>
<td></td>
</tr>
<tr>
<td></td>
<td>B. Does not have a Proprietary System in a majority (more than 50%) of</td>
<td></td>
</tr>
<tr>
<td></td>
<td>its Facilities, campuses, etc.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>Situation #</td>
<td>Situation</td>
<td>Is Second Tier Competition (Mini-Bid) Required?</td>
</tr>
<tr>
<td>------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>3</td>
<td>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.; B. Has Standardized on this Proprietary System; or C. Is expanding an existing Facility where there is an Embedded Base of this Proprietary System</td>
<td>No</td>
</tr>
<tr>
<td>4</td>
<td>Providing a non-proprietary New System in a Facility where the Authorized User has Standardized on the particular Contractor</td>
<td>No</td>
</tr>
<tr>
<td>5</td>
<td>Maintenance of a Proprietary System</td>
<td>No</td>
</tr>
<tr>
<td>6</td>
<td>Maintenance of a Non-Proprietary System where the Authorized User has Standardized on a particular Contractor</td>
<td>No</td>
</tr>
<tr>
<td>7</td>
<td>Maintenance of a Non-Proprietary Embedded Base</td>
<td>No</td>
</tr>
</tbody>
</table>

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 Procurement Services.

**DIRECT ENGAGEMENT:** In situations where a Second Tier Competition is not required (i.e., Situations 3 – 7 in Table 3), AUs May pursue 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.

1) 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.

2) In situations where an AU is not required to conduct a Second Tier Competition, AUs Must adhere to the following procedure:
   - 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 – 7), as listed in the Table 3;
   - 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 reason(s) as to why reduced Pricing could not be provided by the Contractor; and
   - 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 they obtain Services under This Award. The Project Checklist can be accessed using the following link:

(Insert Link)

Affirmative answers to one or more of the questions in the Project Checklist does not necessarily indicate that The Award should not be used to procure Equipment or Services for the AUs 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 only contains 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 which do fall within the scope and Equipment and Services which do not (e.g. performing work on Equipment which is more than 600 Volts), the Authorized User Must not obtain the Equipment and Services which do not fall within the scope under This Award.

Additionally, any business unit within OGS, or for any project to be completed in a Facility under the Custody of OGS (see NYCRR Title 19 XXXII 1204.03(e) for additional information), the AU Must submit this completed Installation/Integration 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 Authorized User is obtaining Maintenance on a Non-Proprietary Embedded Base, the Authorized User 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 Authorized User’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 are part of the System 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 Authorized User is not required to conduct a Second Tier Competition and conducts a Direct Engagement with a Contractor, the Authorized User is still responsible for demonstrating Reasonableness of Price for the work. Contractors Must provide the Authorized Users with acceptable comparable contracts/customers, preferably competitively awarded, and awarded within the last two (2) years.

To determine if a comparable contract/customer is acceptable, the below is provided for consideration.
1. Similar Scope of Work
   - Is the Contractor proposing the same System and Product Line to the Authorized User as was offered to/accepted by the Comparable Customer/contract?
   - Is the Equipment being offered to the Authorized User either the same Equipment as those offered to/accepted by the Comparable Contract/Customer or newer versions of discontinued Equipment which perform at equal or better than the level of the discontinued Equipment?
   - Is the Contractor performing the same or similar Work/Services for the Authorized User as was offered to/accepted by the Comparable Contractor/Customer? In particular:
     - Is the Contractor proposing the same Job Titles to the Authorized user and 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, is the Description of Duties/Work, performed by different categories of staff the same or similar to the Description of Work. With the description of Work/Duties, this should be evaluated based on a General Description of the Work. For example, programing a Building Automaton System and programming a Building Management System would be similar work?)
     - If the same Job Titles are used by different Descriptions of Work/Duties, are the Descriptions similar (e.g. programming controllers, sensors, etc. for a BAS is similar to programming a Building Automation System)?

2. Similar Facilities
   The Facility of the comparable contract/comparable customer must be similar to the Authorized User’s Facility. Similar Facilities are of the same class and type as demonstrated in the table below:

<table>
<thead>
<tr>
<th>Class</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Secure Facility</td>
<td>Correctional Facilities, Psychiatric Facilities, County Jail, detention center, youth Facility, etc.</td>
</tr>
<tr>
<td>Office Facility</td>
<td>K-12 Schools, Office Buildings, Academic Facilities</td>
</tr>
<tr>
<td>Health Care Facility</td>
<td>Hospitals, Nursing Homes, etc.</td>
</tr>
<tr>
<td>Residential Facility</td>
<td>College/University Dormitory, OPWDD/Non-for-profit Community Residence Homes, etc.</td>
</tr>
<tr>
<td>Special Use Facility</td>
<td>Sewer Plant, Waste Water Treatment Plant, Power Plant, etc.</td>
</tr>
<tr>
<td>Public Safety Facility</td>
<td>Police Buildings, Fire Stations, DMNA Armories, etc.</td>
</tr>
<tr>
<td>Sports Facility</td>
<td>Stadium, Hockey Rink, etc.</td>
</tr>
<tr>
<td>Transit Facility</td>
<td>Railway Station, Bus Terminal, Airport, Boat/Ferry Terminal, etc.</td>
</tr>
<tr>
<td>Museum Facility</td>
<td>Museum, Historic Building, etc.</td>
</tr>
</tbody>
</table>

   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 Facilities 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 Authorized Users 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 Authorized User’s Facility and the comparable contract/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 to they compare to (higher, lower, the same) to both this award and the Project-Specific Insurance Requirements set by the Authorized User/Contract?
• Are there any unique/special conditions Authorized User Project including, but not limited to: Pollution/Asbestos/Lead Abatement or Special Security/Site Access Procedures

4. Project Value Costing Differences

The Authorized User Project and the comparable contract/customer project needs to have similar Total Values, Payment Schedules/Processes, and Deliverables. To determine this, Authorized user Shall consider:

• What are the dollar values of the proposed Authorized User project and the comparable contract/customer provided?
• Does the comparable contract/customer require the payment of NYS DOL Prevailing Wage Rates and Supplemental Benefits? In particular:
  o Are both projects using the same particular NYS DOL Prevailing Wage Rate Occupation and Subcategory (e.g. NYC Electrician: Audio/Sound/Teledata)
  o Is the work on 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 Authorized User proposal is more than 25.00% greater than that the Comparable Contract, the Contractor must include an explanation as to why the why it cannot offer pricing (lower Authorized User Total Hourly Rates, higher Authorized user Percent (%) Discounts, etc.). Authorized Users 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 Authorized User 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 Structure(s) from List Price/MSRP).

GENERAL GUIDANCE

SITE VISIT: 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 carefully 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.

**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 Procurement Services 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 website; and
- 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.

**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 which 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."

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 acting 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 an 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:
  o Only being performed because it is necessary for the implementation of the System?
  o Not a material alteration to the building but instead an incidental adjustment?
  o Not a major renovation?

Table 5 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” and will require a separate procurement.

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

<table>
<thead>
<tr>
<th>Installation/Integration</th>
<th>Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>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)</td>
<td>Core drilling for general purpose facility wiring</td>
</tr>
<tr>
<td>Wiring any of the Systems which fit the Scope of This Award</td>
<td>Performing General Facility Wiring</td>
</tr>
<tr>
<td>Incidental ductwork and/or piping connection from an Integrated Microprocessor-Controlled HVAC Equipment Systems to the Facility’s central/main ductwork/piping (connection from new or replacement HVAC equipment to ductwork/piping already in place)</td>
<td>Running of main facility ductwork, piping, etc.</td>
</tr>
<tr>
<td>Performing minor Asbestos Abatement in order to Install and Integrate a New Fire Sprinkler System</td>
<td>Performing Facility-Wide Asbestos Abatement</td>
</tr>
<tr>
<td>Temporarily removing a small (3 sq. ft) piece of sheetrock so as to access and repair the wiring of a Fire Alarm System</td>
<td>Removing and installing new sheetrock for an entire Facility</td>
</tr>
</tbody>
</table>

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 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 and to ensure that they use the appropriate codes for funding.²

**DATA CATEGORIZATION:** When obtaining a System and Solution, Integration, or Maintenance, the AU must perform a data categorization assessment and identify the risk level (low, moderate, or high).

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

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

1. Title (or License grant for software) and risk of loss Shall pass from the Contractor to the Authorized User,
2. The Product/System/Solution warranty period in Appendix B, Warranties Shall commence, and
3. The Contractor Shall invoice the Authorized User for payment or, if using progress/milestone payments, final payment.

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

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

Where an Authorized User only purchases Equipment from a Contractor and has another entity(s) than the Contractor perform all Installation, Integration, and Maintenance, 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.

² The Capital Projects 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#IV/8/A.htm%3FTocPath%3DIV%20Accounting%20%20%2D%20Uses%20%2D%20Descriptio
PERMITTING, CODE COMPLIANCE, AND PROFESSIONAL LICENSING

STATE AGENCIES AND STATE AUTHORITIES: If the AU is a State Agency or Authority, the AU will work with a Permitting Agency as designated by the NYS Department of State in accordance with NYCRR Title 19 XXXII 1204.3e and NYCRR Title 19 XXXII 1204.16.3 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 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 proceeding
- 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 Section 6.46 Design Build of Award 23150 and determine if it has Design Build Authorization and the requirements.

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 permitting and code compliance, including the issuance of a Permit for any Installation/Integration that requires one per NYS Building Codes. The AHJ can be identified in NYCRR Title 19 XXXII 1202.2, NYCRR Title 19 XXXII 1203.2 and NYCRR Title 19 XXXII 1203.3 and shall provide all Uniform Code Services, including

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3 Per NYCRR Title 19 XXXII 1204.3e, New York State Agencies and Authorities that may act as the Permitting Agency include 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.

4 See NYCRR Title 19 XXXII 1204.03(e) for additional information.

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

- 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 Authorized User located in Facilities under the Custody of OGS (see NYCCR Title 19 XXXII 1204.03(e) for additional information) which 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 Order and not proceed until receiving approval. Please see the following link:
https://ogs.ny.gov/real-estate/tenant-representatives

DESIGN BUILD/DESIGN BUILD AUTHORIZATION: If an AU wishes to obtain a Design Build Solution, it Must review Section 6.46 Design Build of Award 23150 and determine if it has Design Build Authorization and the requirements.

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)

6 See NYCCR Title 19 XXXII 1204.03(e) for additional information.
7 Additional information on TARs and Work Orders can be found using the following link: https://ogs.ny.gov/real-estate/tenant-representatives
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 INSTALLED LICENSE:** Section 69-M of the General Business Law and Title 19 NYCRR Reg. 195.2 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 which will be engaging in the business of Installing, Servicing or Maintaining security or fire alarm Systems work Must also be licensed to do so. AUs Must document that the Subcontractor is licensed and maintain this as part of their Procurement Record.

### MAINTENANCE

All Contractors awarded Lot 2 have established Not-to-Exceed Pricing for Maintenance in their Contract and this includes two distinct types of Maintenance to AUs: Preventative Maintenance and Remedial Maintenance (see Attachment 15 – Glossary of Terms for definitions). Table 6 includes some examples of each type of Maintenance.

#### Table 5 - Examples of Preventative and Remedial Maintenance

<table>
<thead>
<tr>
<th>Preventative Maintenance</th>
<th>Remedial Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Testing</td>
<td>Unanticipated/unscheduled repairs of previously Installed/Integrated/Accepted Equipment/Systems due to malfunction</td>
</tr>
<tr>
<td>Inspecting</td>
<td>Unanticipated/unscheduled</td>
</tr>
<tr>
<td>Cleaning</td>
<td>Replacement of previously Installed/Integrated/Accepted Equipment/Systems due to malfunction</td>
</tr>
<tr>
<td>Re-calibration</td>
<td>Equipment/Systems due to malfunction</td>
</tr>
<tr>
<td>Software updates/patches</td>
<td></td>
</tr>
<tr>
<td>Scheduled repairs/replacements</td>
<td></td>
</tr>
</tbody>
</table>

Maintenance May be acquired either:

- Only on a Time and Materials (T&M) basis
- 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

Contractor May offer Legacy Maintenance/support Services on End-of-Life, or obsoleted Equipment, that is not being offered under this 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 Attachment 1 – NYS Net Pricing Pages.

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

- All Equipment Contractor Maintains Must be listed on the Contractor’s NYS Net Pricing Pages published on the OGS Website
- Contractors Must not use the Services on their Contract to maintain Equipment which is not on their Centralized Contract NYS Net Pricing Pages published on the OGS Website
- Contractors Must not charge more than the Not-To-Exceed Pricing for Equipment and Services on Contract
- For ALL Maintenance Agreements, Contractors Must provide the following to the AU as part of its response to the Second Tier Competition or Direct Engagement:
A. Job Title(s) to be utilized
B. Description of Duties of the Job Title(s) 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 Rate(s)
   ii. Supplemental Benefit(s)
Note: Use the Overtime Hourly Pay Rates, After Business Hours Hourly Pay Rate(s), Saturday Hourly Pay Rate(s), and Sunday and State Holiday Hourly Pay Rate(s) where applicable
E. Total Hourly Rate(s) 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 an NYS DOL Prevailing Wage Rate Schedule: the Authorized User Percent (%) Discount
G. Authorized User Total Hourly Rate(s) 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 # 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 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 (#) of each Equipment to be purchased, repaired, replaced, or otherwise Maintained
P. The total Equipment cost computed by adding the sum 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 (e.g., if the scope of work includes multiple sites)

If an Authorized User 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)
If a Contractor offers Legacy Maintenance/support options, they Must be included in Attachment 1 – NYS Net Pricing Pages

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 upon 30 days' Written notice to Contractor prior to the end of the term. 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 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 Authorized User, upon notice to the Contractor, discontinues coverage. Maintenance Must be provided for all Equipment acquired, including moves, additions, and changes that take place after System Acceptance
- If the Authorized User declines to continue Preventative and Remedial Maintenance following the warranty period, then the Contractor is no longer responsible for any Maintenance on this particular Authorized User'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

**SPARE INVENTORY OF CRITICAL EQUIPMENT:** An AU may require a Contractor to keep a spare Equipment inventory of Critical Equipment at the Authorized User'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 Authorized User.

**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 AUs 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, time of arrival, and time of 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 complete
  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 (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 upon completion of maintenance whenever it is performed on the system.

**TECHNICAL JUSTIFICATION FOR MAINTENANCE OF A NON-PROPRIETARY EMBEDDED BASE:**
Where the AU is seeking maintenance on a Non-Proprietary Embedded Base, the AU must consider and document the following as part of the Technical Justification for 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 are part of the System 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?

**PRICING AND PAYMENTS**

**CONTRACTOR PRICING COMPLIANCE:** Contractor’s must itemize their proposals to reflect the same or better pricing that appears on the OGS website and Authorized Users 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:** Authorized Users must reject any Authorized User Agreement which contains equipment or services which are not listed on the Contractor's NYS Net Pricing Pages published on the OGS website.

**PREVAILING WAGE:** This Award 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. 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, rejection of a Contractor’s response to an AU (e.g. a second-tier competition response), suspension or termination of Contract.

Contractors are reminded that the Percent (%) Markup they bid/are awarded must not be increased for 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.

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 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 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.

At present, the Job Titles listed below do not involve onsite physical (“hands on”) actions upon Equipment/Systems which are hardwired/affixed to Facility; consequently, the Prevailing Wage Rates do not apply to:

- 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. The PRC # provided in this Bid 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.

When the PRC Code and Original Rate Schedule obtained by the AU, or a determination made by the Local NYS DOL Bureau of Public Works Office, requires an adjustment which 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 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:

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8 For access to the NYS DOL PRC # request page, please copy and paste the following link into the internet browser address bar (as clicking the direct link does not open the page): https://applications.labor.ny.gov/wpp/showPublicNewProject.do?method=showlt

9 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
• 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 the 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 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.

**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.

**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 only be increased 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.

• AU NYS Net Pricing:
  
  o 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
  
  o Subsequently, the Contractor Must propose to the AU revised AU 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:

<table>
<thead>
<tr>
<th>Product/ Model #</th>
<th>List Price/ MSRP</th>
<th>Percent (%) Discount</th>
<th>NYS Net Pricing</th>
<th>Authorized User Percent (%) Discount</th>
<th>Authorized User NYS Net Pricing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Model17</td>
<td>$2,500.00</td>
<td>20.00%</td>
<td>$2,000.00</td>
<td>25.00%</td>
<td>$1,500.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Product/ Model #</th>
<th>List Price/ MSRP</th>
<th>Percent (%) Discount</th>
<th>NYS Net Pricing</th>
<th>Authorized User Percent (%) Discount</th>
<th>Authorized User NYS Net Pricing</th>
</tr>
</thead>
</table>
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:
  - Either:
    - 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
  - AND
    - 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:

<table>
<thead>
<tr>
<th>Original Maintenance Agreement Pricing</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Job Title</strong></td>
<td><strong>Prevailing Wage Rate</strong></td>
</tr>
<tr>
<td>Electrical Installer</td>
<td>$35.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Updated Maintenance Agreement Price</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Job Title</strong></td>
<td><strong>Prevailing Wage Rate</strong></td>
</tr>
<tr>
<td>Electrical Installer</td>
<td>$40.00</td>
</tr>
</tbody>
</table>

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 OGSProcurement 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 and 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:

<table>
<thead>
<tr>
<th>Original Maintenance Agreement Pricing</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Job Title</strong></td>
</tr>
<tr>
<td>Project Manager</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Updated Maintenance Agreement Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Job Title</strong></td>
</tr>
<tr>
<td>Project Manager</td>
</tr>
</tbody>
</table>

In this situation, since the 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 when an Authorized User Agreement is still effective, no Equipment pricing updates or increases Shall be permitted, and the only
permitted increase for services are for 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
defered/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 §6.44 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.10

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10 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%7C6