

HOW TO USE GUIDELINES

Procurement Services is providing this document to assist both Contractors and Authorized Users in how to correctly use the Intelligent Facility and Security Systems and Solutions Contracts. These Guidelines do not relieve the Contractors and Authorized Users from complying with the Terms and Conditions of the awarded Contracts or with all applicable statutes, regulations, internal procurement guidelines, policies and procedures as well as control agency requirements. This document is subject to change by Procurement Services at any time.

SCOPE

Intelligent Systems and Solutions are either used to ensure the life, health, and safety of a Facility's occupants or to monitor and ensure the proper operation of a Facility.

IN SCOPE: The below table includes Systems that are within the scope of This Award. Please see Attachment 15 – *Glossary of Terms* for the definitions of each of these offerings.

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 Management 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

The following examples are appropriate use of wiring and cable under this Award:

- Removing/disposing of the system
- Core-drilling if directly connected to the provision of the system
- Installing conduit for wire
- Running wire (Line Voltage Wiring and Low Voltage Wiring)
- Connecting Equipment to the wiring
- Start-up/Commissioning/programming

LOTS

Contracts are awarded by Lot as follows:

- LOT 1: Equipment Only
- LOT 2: Systems and Solutions (Equipment, Installation, Integration, and Maintenance)

PLEASE NOTE: Contractors cannot provide Equipment/Systems or Perform Services unless all of the Equipment/Systems and Services are on their NYS Net Pricing Pages. Authorized Users are entirely responsible for verifying this information.

SECOND TIER COMPETITION

This Award consists of a pre-qualified pool of Contractors, with Not-To-Exceed Pricing. These Contracts have multiple offerings of Equipment and Services. **The intent is, where practicable and feasible, for Authorized Users to seek competition among Contractors to obtain more advantageous pricing, terms, and the most economical and efficient offerings.**

The below table outlines when a Second Tier Competition is required. Authorized Users are required to document all decisions regarding the Second Tier Competition in the final procurement record.

Situation	Is Second Tier Competition (Mini-Bid) Required?
Equipment Only Purchase	Yes
New System Installation/Integration when the Authorized User either: A. Has not Standardized on a Contractor; or B. Does not have a Proprietary System in a majority (more than 50%) of its Facilities, campuses, etc.	Yes
Installing/Integrating a Proprietary System in a Facility where the Authorized User: 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	No
Providing a non-proprietary New System in a Facility where the Authorized User has Standardized on the particular Contractor.	No

Situation	Is Second Tier Competition (Mini-Bid) Required?
Maintenance of a Proprietary System	No
Maintenance of a Non-Proprietary System where the Authorized User has Standardized on a particular Contractor.	No
Maintenance of a Non-Proprietary Embedded Base	No

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

WHEN A SECOND TIER COMPETITION IS NOT REQUIRED

PROCUREMENT RECORD REQUIREMENTS

In situations where an Authorized User is not required to conduct a Second Tier Competition, Authorized Users must adhere to the following procedure:

- Document how/why the particular project/scope of work falls within one of the situations where a Second Tier Solicitation is not required listed in the Second Tier Competition section of this document;
- Request Pricing below the “Not-to-Exceed” NYS Net Pricing and Total Hourly Rates listed under the Contractor’s NYS Net Pricing pages, and if not obtainable, document the reason(s) as to why further reduction below the “Not-to-Exceed” pricing could not be extended; and
- Obtain comparable pricing for a similar project, customer or contract from the Contractor to demonstrate reasonableness of pricing.

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 Systems 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?

SECOND TIER 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, programming 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:

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

Whenever possible, the Contractor Shall have the same answer for both the proposed Authorized User Agreement and the comparable contract/customer. Where the Contractor does not have the same answer, they Must provide an explanation as to why these are different and how this is an acceptable comparison.

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).

NYS FIRE ALARM SECURITY SYSTEM INSTALLER 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.

GENERAL GUIDANCE

SITE VISIT

At the discretion of the Authorized User and prior to the receipt of Quotes/proposals from a Contractor, 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 Equipment or Services required. Contractors are required to examine carefully the specifications and to familiarize themselves thoroughly concerning any conditions and requirements that May in any manner affect the Work to be performed under the contract. During the site visit, the Authorized User will indicate placement of all Equipment. In addition, Contractors should specify if there are any required modifications or additions to the site, which are required to insure proper operation of the Equipment. If changes are required, they Must be included in the Contractor's quote/response to the Authorized User. No allowances will be made because of lack of knowledge of these conditions. Ignorance of the requirements will not relieve the Contractors of their liability and obligations under the 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 Sec. 7: Maintenance of the Solicitation and the Maintenance section of this *How-to-Use* document) or "Installation/Integration" (see Sec. Installation/Integration v Construction of this *How-to-Use* document), and
- Note Any Progress/Milestone Payments or Retainage included (See Sec. 6.14 Invoice and Payment of the Solicitation).

ACTUAL TIME WORKED

Contractors are not permitted to Charge Authorized Users for Travel Time or Site Access Time. Travel Costs and Site Access Costs are included in the Total Hourly Rates.

Authorized Users are only permitted to charge Authorized Users for Actual Time Worked.

Authorized Users Shall Not use Actual Time Worked to deny or alter paying a Fixed Price/Lump Sum Agreement.

DEALERS

All Dealers Must be pre-approved by Procurement Services for a particular Contractor and posted to the OGS website for the particular Contractor prior to use.

Dealers are Business Entities added by Contractor awarded Contracts for Lot 1 Equipment, which are able to sell the Equipment on the awarded Contract. **Dealers Must not:**

- Perform Services under any of these Contracts;
- Sell/offer Equipment which are 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 Authorized User prior to the execution of the Authorized User Agreement. Authorized User is solely responsible for verifying and documenting that Subcontractors meet all applicable requirements and are that Subcontractors are used in accordance with the Scope and Terms and Conditions of This Award.

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 OSHA violation deemed "serious or willful" may be grounds for a determination of vendor non-responsibility, rejection of a contractor's response to an authorized user (e.g. a second-tier competition response), suspension or termination of Contract.

Contractors are reminded that the Percent (%) Markup they bid/are awarded cannot be increased for the life of contract. The Authorized User Total Hourly Rate for each Authorized User 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 Authorized User.

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 apply to all work performed in New York City and is subject to the New York City Comptroller's determinations.

Currently, the below Job Titles do not involve onsite physical ("hands on") actions upon a Equipment/System which is hardwired/affixed to Facility. Consequently, the Prevailing Wage Rates do not apply.

- Project/Program Manager
- Livescan Store and Forward Technician
- Designer
- CAD Specialist
- Offsite Integration and Maintenance Technician
- Trainer
- Advanced Trainer

Authorized Users MUST obtain a separate Prevailing Rate Case Number (PRC#) for each purchase from this contract where prevailing wage rates apply. The PRC # provided in this Bid is for information and evaluation purposes of the Centralized Contract only. When an Authorized User submits the request for the applicable prevailing wages, the Department of Labor will send the Authorized User an email with a link to the PRC information for the particular service agreement requested. For access to the Department of Labor (DOL) PRC # request page, use the following link (please copy and paste into internet browser address bar as direct link does not work):

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

Where either the PRC Code and Original Rate Schedule obtained by the Authorized User, or a determination made by the Local NYS DOL Bureau of Public Works Office requires a Shift Differential, Overtime (or Premium) Pay, Job Title Classification, or other adjustment which conflicts with the NYS Net Pricing Pages, the PRC Code and Original Rate Schedule/Local NYS DOL Bureau of Public Works Office determination is binding upon the Authorized User and Contractor. This determination shall supersede the information contained in the 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.

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 Procurement Services. Whenever an Authorized User requests their project/work specific PRC Code the Authorized User Must verify the below three points by reviewing the PRC Code and Original Rate Schedule issued to them and/or consulting with the applicable Local NYS DOL Bureau of Public Works Office. Verify:

- that the Contractor is proposing the correct Prevailing Wage Rates and Supplemental Benefits for the work to be performed on the project,
- that the Job Title, Description of Duties, etc. proposed by the contractor are the appropriate and correct for the particular work to be performed, and
- what, if any Overtime, Shift Differential, Saturday, Sunday, and State Holiday Pay rules apply for the project/work.

Based on the aforementioned review, any determination issued by the Local NYS DOL Bureau of Public Work office and any information in the PRC Code and Original Rate Schedule shall be binding upon the Authorized User 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.

The link to the contact information for each Local NYS DOL Bureau of Public Work Office and the corresponding counties serviced by each is as follows:

<https://labor.ny.gov/workerprotection/publicwork/PWContactUs.shtm>

Authorized Users are solely responsible for complying with the requirements of this section.

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 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, Procurement Services will publish this determination in an updated version of this document.

PERMITTING, CODE COMPLIANCE, PROFESSIONAL LICENSING, ETC.

Authorized Users are responsible for complying with the following:

- Identification of legal authority for System Installation/Integration (e.g. Installation Work is regulated by statute and not all Authorized Users are authorized to perform such Work).
- Payment of applicable NYS Department of Labor Prevailing Wage Rates and Supplemental Benefits under Article 8 of the NYS Labor Law.
- Compliance with state and local building codes. For each project undertaken, State Agencies (and State Authorities) must obtain a Permit and an eventual Code Compliance Certificate from a Permitting Agency. In accordance with NYCRR Title 19 XXXII 1204.3e and NYCRR Title 19 XXXII 1204.16, such agencies are so designated by the Department of State. Authorized Users, other than State Agencies, must obtain Permits and Certificates of Code Compliance from their Authority Having Jurisdiction.
- Plans and specifications that are certified and stamped by a NYS Registered Architect or Licensed Professional Engineer.
- In buildings under the Custody of OGS (see NYCRR Title 19 XXXII 1204.03(e) for additional information), obtain an approval from the appropriate Building Manager.

As part of this, Authorized Users must work with their Authority Having Jurisdiction to determine whether the work is Installation/Integration or Maintenance, and whether the work requires a Permit and Uniform Code Services.

The following summarizes the requirements for Authorized Users:

State Agencies and State Authorities	
Permitting Agency	<p>Inform the applicable Permitting Agency as identified in NYCRR Title 19 XXXII 1204.3(e) and NYCRR Title 19 XXXII 1204.16 of the proposed project(s) and determine if;</p> <ul style="list-style-type: none"> a. The work is subject to Permitting Agency oversight (e.g. Livescan Store and Forwarding Systems May not require a Permit and therefore do not need to be reviewed by a Permitting Agency), and b. The work is either Installation/Integration or Maintenance (Maintenance does not require permitting Agency Oversight) <p>OGS Design & Construction, SUNY Construction Fund, Dormitory Authority, or other Permitting Agency as defined in 19 NYCRR Title 19 XXXII 1204.3(e) and NYCRR Title 19 XXXII 1204.16, shall issue a Permit for any Installation/Integration where required by Building Codes.</p> <p>The State Agency or State Authority and Permitting Agency Shall determine which entity has custody of all approved plans and specifications.</p>

	OGS Design & Construction, SUNY Construction Fund, Dormitory Authority, or other Permitting Agency as defined in 19 NYCRR Title 19 XXXII 1204.3(e) and NYCRR Title 19 XXXII 1204.16, Shall provide all Uniform Code Services which Shall include (i) the issuances of all Permits and certificates, (ii) inspections, and (iii) reporting.
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Non-State Agencies and Non-State Authorities	
Authority Having Jurisdiction	<p>Inform the applicable Authority Having Jurisdiction identified in NYCRR Title 19 XXXII 1202.2, NYCRR Title 19 XXXII Title 19 1203.2, and NYCRR Title 19 XXXII 1203.3 of the proposed project(s) and determine if;</p> <ul style="list-style-type: none"> a. The work is subject to Permitting Agency oversight (e.g. Livescan Store and Forwarding Systems May not require a Permit and therefore do not need to be reviewed by a Permitting Agency), and b. The work is either Installation/Integration or Maintenance (Maintenance does not require permitting Agency Oversight) <p>The Authority Having Jurisdiction identified in NYCRR Title 19 XXXII 1202.2, NYCRR Title 19 XXXII Title 19 1203.2, and NYCRR Title 19 XXXII 1203.3 issue a Permit for any Installation/Integration where required by Building Codes.</p> <p>The Non-State Agency and Non-State Authority Authorized User and Authority Having Jurisdiction Shall determine which entity has custody of all approved plans and specifications.</p> <p>The Authority Having Jurisdiction identified in NYCRR Title 19 XXXII 1202.2, NYCRR Title 19 XXXII Title 19 1203.2, and NYCRR Title 19 XXXII 1203.3 Shall provide all Uniform Code Services which Shall include (i) the issuances of all Permits and certificates, (ii) inspections, and (iii) reporting. Go to Step 11.</p>

If an Authorized User wishes to obtain a Design Build Solution, it Must review, Section 6.46 Design Build of Solicitation #23150 and determine if it has Design Build Authorization and the requirements.

INSTALLATION/INTEGRATION V. CONSTRUCTION

This section is to clarify the difference between Installation/Integration and Construction. The intent of this Contract is to allow for the provision of comprehensive, turnkey Solutions which fit the scope of the Contract. However, while Installation and Integration can be acquired on this contract, this contract is not a vehicle to perform “construction work.”

Method of Delineation:

Any Installation/Integration must be directly related to the System and Solution. In order to clearly delineate between an “Installation/Integration” and “Construction,” Authorized User 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 (e.g. programming) acting upon a System?
- 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 at the same time? and
- 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

When working with a Contractor, Authorized Users 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.

Please see the table below which delineates examples of Installation & Integration v Construction:

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 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)	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 (3 sq. ft) piece of sheetrock so as to access and repair the wiring of a Fire Alarm System	Removing and installing new sheetrock for an entire 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. The key point is that the test questions/evaluation will be the same and applied uniformly by the Authorized User.

Authorized Users 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 is Installation/Integration or construction.

Authorized Users are responsible for ensuring their compliance with This Award in regards to only performing Installation and Integration and not construction as defined in This Award.

State Agencies should also review Sec. IV.8.4 of the Guide to Financial Operations (GFO).

<http://www.osc.state.ny.us/agencies/guide/MyWebHelp/#IV/8/A.htm%3FTocPath%3DIV.%20Accounting%20Codes%20%E2%80%93%20Uses%20and%20Descriptions%7C8.%20Capital%20Projects%20%7C>
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TECHNICIAN INFORMATION AND CERTIFIED TECHNICIAN

Contractors **Must** use Certified Technicians to perform all Services (as applicable). If obtaining Installation, Integration, or Maintenance, Authorized Users May require the Contractor to provide a list of Certified Technicians who will be performing Work and these individual's qualifications, including, but not limited to:

- Number of Years Experience
- Licenses (as applicable)
- Certifications (e.g. from the Manufacturer for a Product Line)

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

DATA CATEGORIZATION

When obtaining a System and Solution, Integration, or Maintenance, the Authorized User Must perform a Data Categorization Assessment (Low, Moderate, or High) and, identify the Risk level.

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 Shall 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/INSTALLMENT PAYMENT OPTION

Contractors **Must not** offer Authorized Users deferred/installment payment options unless the following has been approved by Procurement Services and in the Contractor's NYS Net Pricing pages on the OGS website:

- The NYS Net Pricing for the Equipment,
- The Price Per month,
- The fixed percentage/rate of interest per month,
- The price of the interest per month,
- The sum of the price per month and the interest price per month,
- The number of months for which interest will be charged,
- The total price of the Equipment (multiplying the sum price by the number of months), and

- The difference between the Total Price of the Equipment and the NYS Net Pricing. Contractors will need

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

- Title Shall transfer to the Authorized User after the Acceptance period (See §6.44 *Appendix B Revisions*), and
- The Warranty Period (and all accompanying provisions) as required by Appendix B, *Warranties* Shall also commence with the transferring of title.

State Agencies Shall refer to Chapter XI.11.G of the OSC Guide to Financial Operations for additional information. Please see below the following link:

https://www.osc.state.ny.us/agencies/guide/MyWebHelp/#XI/11/G.htm%3FTocPath%3DXI.%20Procurement%20and%20Contract%20Management%7C11.%20Miscellaneous%7C_____6

(please copy and paste link into web browser address bar)

MAINTENANCE

All Contractors awarded Lot 2 May offer Maintenance. There are two distinct types of maintenance: Preventative Maintenance, and Remedial Maintenance. Please see Attachment 15 – Glossary of Terms for the definitions of each.

Determining the type of Maintenance:

Preventative Maintenance includes the following:

- Testing
- Inspecting
- Cleaning
- Re-calibration
- Software Updates/Patches
- Scheduled Repairs/replacements

Remedial Maintenance includes:

- Repair, or
- Replacement (using similar items) of previously Installed, Integrated, and Accepted Equipment/Systems in the event that the Equipment/System Malfunctions.

Maintenance May be acquired either:

- Only on a Time and Material basis
- On a combination 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 (Note: Contractors Must offer Authorized Users an initial 10% Percent (%) Discount off of the “Not to Exceed” NYS Net Pricing and Total Hourly Rates)

Additional Information Regarding Maintenance:

- All Equipment to be Maintained by a Contractor 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, the Contractor **MUST** provide the Authorized User with the following information prior to entering into an Authorized User Agreement:
 - Job Titles to be utilized,
 - Description of Duties of the Job Title from the Centralized Contract,
 - Total Hourly Rates to be charged,
 - # of Hours Worked/Proposed to be Worked,
 - NYS Net Pricing on Contract to be charged
 - Quantity (#) of Equipment to be purchased, repaired, replaced, or otherwise Maintained.
 - Frequency (e.g. semi-annually, monthly, weekly, etc.), and
 - (if applicable) # of locations (e.g. multiple sites)
- During the warranty period, Preventative Maintenance (excluding scheduled repairs/replacement of Equipment) Shall be acquired by the Authorized User through a Maintenance Agreement.
- The Contractor Shall not be obligated to repair damage caused by fire or other casualty (except that caused by the Contractor), or willful or grossly negligent operation or handling of the Equipment/Systems by the Authorized User's employees.
- Following the Warranty period, Authorized Users 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 Shall 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.**
- The Authorized User 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.
- Authorized Users May request a reinstatement of a previously cancelled Maintenance Agreement at any time. The Contractor reserves the right to conduct a reinstatement inspection and refuse to maintenance the system or any Equipment in whole or in part.
- Authorized User may require Contractor at no additional cost to keep a spare Equipment inventory of Critical Equipment at its Maintenance location The Authorized User assumes no responsibility or liability for loss of any Equipment inventory where the Authorized User provides the Contractor with storage space on premises of the Authorized User. Contractor agrees 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 Authorized User enters into any Maintenance Agreement with a Contractor under This Award, the Contractor automatically becomes responsible for the performance of Remedial Maintenance.

Whether the Authorized User elects to subscribe to monthly Maintenance, prepaid annual Maintenance, or Time and Materials (T&M), Remedial Maintenance Must be performed after the Authorized User notifies the Contractor that the Equipment/System is inoperable or unsuitable for operation. The Contractor will be responsible for insuring that Service for each 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 10% or more of the Equipment or 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 Authorized User. Authorized Users 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 Authorized User. The Contractor Must Respond in Emergencies within four (4) continuous hours after Authorized User 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 in Non-Emergencies within six (6) continuous hours after Authorized User notifies Contractor of the Malfunction.

Authorized Users cannot waive the Remedial Maintenance and Remedial Maintenance Response Requirements listed in this Document.

The above Response requirements includes Travel Time and Site Access Time. Remedial Maintenance Must be available twenty-four hours per day, seven days per week, including New York State legal holidays.

Contractors Must provide a local telephone number for the Contractor at no additional Cost and a Long Distance Telephone Number at no additional Cost if the Authorized User will need to make a Long Distance Phone Call which would otherwise result in the Authorized User incurring toll charges.

In the event Contractor does not meet the aforementioned Remedial Maintenance Response requirements, the Authorized User Shall be entitled to a credit of 10 percent of the monthly System Maintenance cost but not less than one hundred (\$100.00) dollars for every hour beyond the aforementioned Remedial Maintenance Response requirements. During the first year of warranty or T&M conditions, any such credit Shall be levied against any Preventative Maintenance charges incurred by the Authorized User with the Contractor, and thereafter against any future purchase, including, but not limited to any Maintenance Agreement.

If the Contractor does not perform according to the Maintenance Agreement, the Authorized User 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 Maintenance Agreement.

During the Warranty Period required by Appendix B, *Warranties* where a Contractor has provided Equipment, Installation, Integration, and repairs/replacement for an Authorized User, the provisions of this section Shall be deemed part of the Warranty at no cost to the Authorized User.

MAINTENANCE/SERVICE SHEETS

The Contractor Must furnish the Authorized User with a Maintenance Service sheet for all Maintenance requests as follows:

1. Preventative Maintenance:

The Maintenance Service sheets for Preventative Maintenance Must include, at a minimum, the following information for each performance of Service:

- A. Date and time of Arrival and Department
- B. Equipment/Systems tested, inspected, cleaned, etc.
- C. Any scheduled repairs or replacements performed
- D. Any deficiencies, Malfunctions, etc. identified

- E. Date and time all testing, inspection, cleaning, scheduled repairs & replacements, etc. were complete
- 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

2. Remedial Maintenance:

The Maintenance Service sheets for Remedial Maintenance Must include, at a minimum, the following information for each request for Service:

- 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

The Maintenance Service report Must be supplied upon completion of Maintenance whenever it is performed on the System.

AUTHORIZED USER AGREEMENT PRICING

After the Authorized User enters into an Authorized User Agreement as defined in the Attachment 15, *Glossary of Terms*, the Authorized User's NYS Net Pricing or Authorized User Total Hourly Rates Shall only be increased as follows:

For the Authorized User NYS Net Pricing:

- 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 Solicitation and Appendix C – *Contract Modification Form and Procedures* and such updated NYS Net Pricing Pages must include updated NYS Net Pricing for the particular Equipment under the Authorized User Agreement; and
- The Contractor Must propose to the Authorized User revised Authorized User NYS Net Pricing computed by multiplying the updated NYS Net Pricing by the Authorized User Percent (%) Discount.

For Authorized User Total Hourly Rates for Job Titles Included in an NYS DOL Prevailing Wage Rate Schedule:

- Either:
 - 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 Solicitation and such updated NYS Net Pricing Pages 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 has published an update to the Original Rate Schedule for the particular Authorized User Agreement; AND
- The Contractor Must propose to the Authorized User revised Authorized User Total Hourly Rates computed by multiplying the updated Prevailing Wage Rates and Supplemental Benefits by the Authorized User Percent (%) Markup.

For Authorized User Total Hourly Rates for Job Titles Not Included in an NYS DOL Prevailing Wage Rate Schedule:

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

Where Contractor and Authorized User agree to the addition of Equipment to an Authorized User Agreement is required, this Equipment:

- Must be approved by Procurement Services and Published on the Contractor’s NYS Net Pricing Pages on the OGS Website, and
- Where the Equipment is part of a Product Line or Product Line Subcategory where the Contractor and Authorized User 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.

EXAMPLE: The following is an example for the Authorized User 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 MSRP increased by 20.00%, the NYS Net Pricing increased by 20.00%. The Authorized User 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 Procurement Services and published on the OGS website).

EXAMPLE: The following is an example for Authorized User Total Hourly Rates for Job Titles Included in an NYS 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
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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 Authorized User is receiving a reduced markup of 75.00% is the Authorized User Percent (%) Markup 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, Contractor **May** only increase the Authorized User Total Hourly Rate by the same 16.67% increase of the Total Hourly Rates published by Procurement Services on the OGS website.

EXAMPLE: The following is an example for Authorized User Total Hourly Rates for Job Titles Not Included in an NYS 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 CPI increased by 1.4% the Total Hourly Rate increased by 1.4%. The Authorized User 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 the Authorized User Agreement. Therefore, Contractor **May** only increase the Authorized User Total Hourly Rate by the same 1.4% increase that the Total Hourly Rates published on the OGS website.

Any other proposed increase is Not Permitted during the Term of the Maintenance Agreement.

CONTRACTOR PROPOSED PRICING

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 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.