DIVISION OF FINANCIAL ADMINISTRATION

ADDENDUM No. 2

INVITATION FOR BID No. 1969

Date: July 29, 2016

Subject: Deletion, Revisions, Questions and Official Answers

Title: Automatic External Defibrillator (AED) Service at Locations throughout New York State

Group No.: 12605

Address Quote Inquiries to: **Seth Stark**
Contract Management Specialist I
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Financial Administration | Agency Procurement Office
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Albany, NY 12242
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To Prospective Bidders: This addendum provides a deletion and revisions to IFB 1969, as well as official answers to questions.

Deletion:

Deletion No. 1: The following bullet/requirement is hereby deleted from Section 4.3.2 – Tracking System Functionality*:

- Automatically provide e–mail notifications/reminders to building managers. The reminders shall address OGS responsibility for timely equipment inspections as well as equipment replacement such as batteries and electrodes (pads).

*Please see Revision No. 4 for related information

Revisions

Revision No. 1: Section 3.3 – Price, shall henceforth read:

The prices bid shall be inclusive of all costs including travel, licenses, insurance, administrative, profit and other ancillary costs. For the purposes of this contract, full service shall mean that the Contractor's bid price shall include: all labor, reporting or other requirements; all overhead costs and profit. Details of service not explicitly stated in these specifications, but necessarily attendant thereto are deemed to be understood by the Contractor and included herein.

Bidders must submit pricing using the IFB Attachment 1 - Bid Proposal Form contained in this document. Bidders must provide pricing (or identify no charge) for all items on the Bid Proposal Form. Each Bid Proposal must include:

Item 1: Tracking System
Shall be an annual cost for a tracking system as described in Section 4.3 – Tracking System.

Item 2: Physician Oversight/Medical Director
Shall be the monthly cost for one (1) Physician Oversight/Medical Director as described in Section – 4.4 Physician Oversight/Medical Director.

Item 3: Annual Maintenance and Inspection
Shall be a per unit price for maintenance and inspection of all AED equipment listed in Attachment 3 - AED Equipment to be Serviced, as described in Section 4.5 – Annual Maintenance and Inspection. Number of units listed in Attachment 3 – AED Equipment to be Serviced, will be used to determine an annual cost, but should not be considered static. AED units may be added or removed from this equipment list.

Item 4: CPR and AED Training
Shall be a per training (6-12 attendees) rate for CPR and AED Training as described in Section 4.6 - CPR and AED Training.

Item 5: Additional Services
Shall be a per floor site survey rate for site surveys as described in Section 4.7 – Additional Services. The cost will be included in the overall contract value, but no Additional Services fees shall be paid without prior approval.

Item 6: Additional AED Units
Shall be a per unit rate for inspection/maintenance as described in Section 4.5 – Annual Maintenance/Inspection of units that may be added to IFB Attachment 3 – AED Equipment to be Serviced. The cost will be included in the overall contract value, but no Additional AED Unit fees shall be paid without prior approval.

Item 7: Yearly Grand Total

Shall be the Grand Total Bid per year and will be used for evaluation purposes only. OGS will only pay for services rendered.

OGS expects that the rates proposed shall be competitive and reflect the current marketplace for similar services within the State of New York. The Contractor warrants that pricing offered to OGS is the same as or lower than that offered to its customers who are similarly situated with respect to AED services.

Revision No. 2: Section 3.5 – Method of Payment, shall henceforth read:

For the purposes of this contract, a company invoice must be used. Each invoice must have a unique invoice number and contain the Contract ID number (i.e.: OGS01-C000XXX-1140000) and will itemize work completed.

Item 1: Tracking System

Will be billable monthly. Invoices for payment shall be submitted at the end of each month on a company invoice. Should the term of the contract begin and end mid-month, the first and last month, monthly charge (Item 2 on Bid Proposal Form,) will be prorated. (Example: Contract begins November 12, 12/30= 40%. 100% of monthly charge - 40%= 60% of monthly charge will be paid.)

Item 2: Physician Oversight/Medical Director

Invoices for payment shall be submitted at the end of each month on a company invoice for services satisfactorily completed during that month. Should the term of the contract begin and end mid-month, the first and last month, monthly charge (Item 2 on bid proposal form,) will be prorated. (Example: Contract begins November 12, 12/30= 40%. 100% of monthly charge - 40%= 60% of monthly charge will be paid.)

Item 3: Annual Maintenance and Inspection

Invoices for payment shall be submitted at the end of each month on a company invoice for services satisfactorily completed during that month. OGS anticipates this service to occur throughout the year. Completion/approval of payment will be determined by Contractor's submission of documentation signed and approved by the facility managers (facilities listed in Attachment 3 – AED Equipment to be Serviced). A sample maintenance/inspection verification form may be found in Attachment 4 - Sample Maintenance/Inspection Verification Form. Contractor is expected to complete all relevant information before documentation is presented to the facility managers for signature and approval.

Item 4: CPR and AED Training

Will be billable upon completion of each training class.

Item 5: Additional Services

Will be billable upon completion of site survey(s) and will only be paid when accompanied by a pre-approved authorization letter from OGS.

Item 6: Additional AED Units
Will be billable in the same manner as Item 4 only if AED Units have been added to the list found in IFB Attachment 3 – AED Equipment to be Serviced.

Invoices shall be submitted to the OGS Business Services Center (BSC) Accounts Payable Unit. Invoices will be processed in accordance with established procedures of the Office of General Services and the Office of the State Comptroller (OSC) and payments will be subject to the prompt payment provisions of Article XI-A of the New York State Finance Law.

Invoices submitted without the above stated information will be returned to Contractor to be completed as required above. Payment will not be issued and will not be due and owing until a corrected invoice is received and approved by OGS.

All invoices must be submitted for payment to either:

NYS Office of General Services
Business Services Center (BSC)
Accounts Payable Unit **or** **accountspayable@ogs.ny.gov**
Empire State Plaza Station, P. O. Box 2117
Albany, New York 12220-0117

Revision No. 3: Section 4.4.2 – Post Incident Response, shall henceforth read:

When an incident is reported, the following steps must be completed by the contractor.

- Within 24 hours, retrieve rescue data and forward to AED Program Emergency Health Care Provider (EHCP) for evaluation.
- Within two business days, begin to prepare all reports required by section 3000-b(3)(d) of the Public Health Law.
- Within 24 hours, act as a resource for OGS and ensure the AED Use Report is documented appropriately and shall distribute the AED Use Form to the EHCP and appropriate EMS and appropriate regulatory agencies.
- Within two business days, a debriefing shall be conducted with the AED program members involved in the event, and should include bystanders and co-workers who played a part in the event. The Medical Director should be available as a resource.

Revision No. 4 Section 4.5 – Annual Maintenance/Inspection, shall henceforth read:

Vendor must inspect each building and AED on an annual basis to ensure compliance – as per the manufacturers recommended for annual maintenance. Contractor shall submit a proposed maintenance schedule for OGS approval. Once the proposed schedule has been approved OGS, Contractor will be required to notify and request access from facility manager prior to actual on-site work. This notification should also include notice of any parts (i.e. pads, electrodes) Contractor will require to perform maintenance. Should Contractor fail to notify facility manager

of necessary parts to perform maintenance, and maintenance cannot be performed, the facility manager will not sign off/approve the Maintenance/Inspection Verification Form until Contractor returns (at their expense) to perform and complete the required maintenance.

Revision No. 5: Section 4.6 – CPR/AED Training, shall henceforth read:

Contractor will schedule up two classes per month (up to 24 classes per year,) at the discretion of OGS Facility Managers. A class size is a minimum of six (6) participants up to a maximum of twelve (12) participants. If less than six (6) people register for a class, the class will be cancelled and Contractor will not receive payment.

Revision No. 6: Section 4.6.1 – CPR/AED Training Requirements, shall henceforth read:

- Provide on-site CPR/AED training compliant with the American Heart Association (AHA) Heartsaver AED standards.
- Training shall include adult/child CPR with mask and choking, plus adult/child AED.
- Each successfully trained participant will receive an individualized certification card, provided and distributed by the selected vendor.
- When requested by a facility manager, Contractor shall schedule participants for CPR/AED training by receiving volunteer registrations via online tracking system.
- Notify facility manager if less than six (6) participants register or more than twelve (12) participants register.
- Notify trainees if training has been canceled.
- Coordinate training time and classroom availability with the facility manager.
- Send training confirmation to each participant indicating the classroom location, training date, and time.

Revision No. 7: Section 4.7- Additional Services, shall henceforth read:

In the event OGS manages an additional facility, at OGS's written request, Contractor shall perform floor-by-floor site surveys of said building and provide a written report with recommendations for the number and location of AED's. Addition or removal of AED units must be approved by RMP&F's Director of Contract Administration or their designee. Charges for annual maintenance/inspection shall reflect approved changes to number of AED units to be serviced. The parameters by which OGS buildings will be evaluated will comply with guidelines of the State promulgated regulations as well as nationally recognized industry standards, such as the American Heart Association. Site surveys will be conducted on each floor of each building and shall be evaluated in such a way that the "Response Interval" (time from collapse to arrival of the responder with the AED) is optimally no more than three (3) minutes and the "Call-To-Shock Interval" is optimally no more than five (5) minutes. The components of the call-to-shock interval include the time it takes designated responders to be notified, access the device, reach the victim's side, apply the electrodes and deliver the first shock. Site conditions such as travel distance, security check points, locked doors, path of unobstructed travel, access to the AED, etc.

shall be considered when determining AED recommended locations. If due to the building configuration or otherwise, the Response Interval or the Call-To-Shock Interval is other than 3 or 5 minutes, respectively, then the written recommendations must identify the calculated duration(s).

Revision No. 8: IFB Attachment 1 – Bid Proposal Form, shall henceforth be as indicated on the following page.

REVISED BID PROPOSAL FORM

Contractor's Name:

_____

The Contractor listed above agrees to provide all Defibrillator (AED) Services in accordance with the **specifications of this Invitation for Bid No. 1969**. Furthermore the Contractor's rates are to be inclusive of any and all ancillary costs of performing the services. **Contractors are required to complete, date, sign and submit four (4) original copies of this Bid Proposal form.**

Item 1: Tracking System

Monthly cost for a tracking system $_____ x 12 months =

Item 1 $_____

Item 2: Monthly Charges

Monthly cost for 1 Physician Oversight/Medical Director $_____ per month x 12 Months =

Item 2 $_____

Item 3: Annual Maintenance and Inspection

Per unit rate for maintenance and inspection of all AED listed in Attachment 3 – AED Equipment to be Serviced $_____ x 347 units=

Item 3 $_____

Item 4: CPR and AED Training

Per class rate for CPR and AED Training $_____ X an estimated 24 classes per year =

Item 4 $_____

Item 5: Additional Services

Per floor site survey rate for site surveys $_____ X an estimated 5 floors per year =

Item 5 $_____

Item 6: Additional AED Units

Per unit rate for maintenance and inspection of additional AED Units not currently listed in Attachment 3 – AED Equipment to be Serviced $_____ x 50 units=

Item 6 $_____

Item 7: Yearly Grand Total

Item 1 $_____ + Item 2 $_____+ Item 3 $_____ + Item 4 $_____ + Item 5 $_____ + Item 6$_____ =

Item 7 $_____

NOTE: Bid submitted must include a value for each Item amount listed on the Bid Form. Failure to do so will result in the rejection of the Bid.

SIGN BID HERE _____

Authorized Signature

PRINT NAME _____

TITLE _____

Revision 9: Section 1.4 - Key Events, shall henceforth read:

The Table below outlines the schedule for important action dates.

ACTION	DATE
OGS Issues IFB #1969 – AED Services	**June 17, 2016**
Optional Pre-Bid Phone Conference	**July 12, 2016, 2:00PM**
Deadline for Submission of Bidder Questions	**July 18, 2016**
OGS Issues Responses to Written Questions (estimated)	**July 29, 2016**
Bid Due Date/ Bid Opening Date	**August 16, 2016, 2:00PM**
Contract Start Date	**OSC Approval**

Questions:

Q1. How accurate is the AED list (on a scale from 1-10) and how accurate are the expirations dates pertaining to the consumable parts (electrode pad expiration dates, battery expiration dates, battery insertion date, lot numbers for the electrode pads/batteries, etc.)?

A1. To the best of OGS' knowledge the list is accurate (10). Attachment 3 – AED Equipment to be Serviced was verified by building managers before release.

Q2. Who has been maintaining/servicing the existing AEDs (internal or outside vendor)?

A2. Outside vendors are currently providing this service to the various buildings.

Q3. If an outside vendor has been maintaining/servicing the AEDs, did the vendor use a third party (outsourced) or were the AED inspections performed by the vendor's salaried full-time staff?
A3. The various State buildings, managed by OGS, are currently serviced by different vendors. This contract will consolidate these services to the awarded contractor.

Q4. On the bid it doesn't mentioned the AED replacement parts nor is there a place on the pricing page. (Unless I'm just missing it)

(a.) Should the parts be included as part of the AED inspection/service fee? No, Parts should not be included in pricing.

OR

(b.) Should the parts be invoiced for after the AED inspection/service? Provision of parts is not a requirement of this service and thus will not be paid for.

If letter (b.) then we would need to include the pricing for the AED parts.

If an AED is used (service call) and requires parts, then parts would need to be invoiced at that time?

A4. OGS will be providing replacement parts. Please see Section 1.1- Overview.

Q5. Will there be a purchase order issued to the vendor to invoice against for all services provided?

A5. This solicitation will result in a five (5) year contract with the selected vendor. A new purchase order for all services provided will be issued each fiscal year (April 1 through March 31,) for each year of the contract. Invoices should include contract number, purchase order number and item number. Item numbers should correlate to those listed in section 3.3 – Price. This information is necessary to facilitate timely and accurate payment. Invoicing requirements will be discussed further with awarded contractor at the Integration/Kick-Off Meeting.

Q6. When do you expect the contract to begin?

A6. Please see Section 3.4- Term of Contract. Variables prevent giving an exact date, but OGS expects to have a contract in place in the Fall of 2016.

Q7. Section 3.5 – Item 3
Just to confirm - the annual maintenance and inspection fee is an annual fee but only billed after an inspection occurred in a given month as opposed to a total charge billed each year? If that is not the case, if it is in fact an annual fee, may the vendor send a pro-rated invoice when additional units are purchased throughout the year?

A7. Please refer to Revision No. 2, Item 3 above.

Q8. Section 4.3.1
What type of data do you wish to import into contractor's database? In order to maintain the quality of the data, may the contractor require that data to be imported be formatted into a pre-set template? How many individuals would require permission to be able to import data?

A8. The type of data to be imported into the selected Contractor's database is detailed in Section 4.3.2. OGS will work with the selected Contractor to ensure the quality of the data is maintained. The number of individuals who will need access to the data is unknown at this time.

Q9. Section 4.3.2
Re: "It is important to note that the list of First Responders is a "live' document and literally can change day to day." How does OGS envision the changes being made? Strictly through the First Responders profile or will their supervisor or building manager need the ability to update this information?

A9. The first responders will be responsible for updating their own information.

Q10. "First responders must have access to their profile information" Will every first responder have an OGS or NYS email address, so we can validate their eligibility to have a log in?

A11. Yes, first responders will be required to provide valid New York State email address.

Q12. "Provide an online portal so employee can register for new certifications." Is this feature needed? Based upon the conference call discussion it does not seem to be.

A12. Yes, please refer to Revision Nos. 5 and 6 above.

Q13. "Feature a CPR refresher training and online video" Is vendor required to track the usage of refresher training video by responder?

A13. No. The selected Contractor will not be required to track the video usage.

Q14. Assuming a printed form may be created afterward with a signature for billing purposes, may vendor utilize an online inspection form for the annual in person inspections?

A14. Contractor may use an online inspection form for their own use. OGS will require a hard copy of inspection verification form (such as example in Attachment 4 – Sample Maintenance/Inspection Verification Form) to be attached to invoice in order to receive payment.

Q15. "Automatic emails to building managers inspection reminders" Is manager expected to complete an inspection form and submit to vendor for recordkeeping? If so, may inspection form be completed online? At what frequency, should the emails be sent? If vendor does not receive a response from building manager indicating completion, is there another contact to whom email may be forwarded?

A15. Please Refer Deletion No. 1. This will be the responsibility of Contractor. Contractor's staff conducting inspection will be required to complete inspection verification form and then obtain building manager's signature for verification that service has been performed. A notification email shall be sent be contractor to notify Building Manager when Contractor will be performing inspection/maintenance and what replacement parts will be required to be on hand. Should the Building Manager not respond to email, contractor shall follow up with a phone call.

Q16. "Vendor must provide implementation support and training …" does this section belong under Section 4.3.2?

A16. Yes, this training does not need to be given by a physician. This training may be given by a staff member with required knowledge.

Q17. Over the last 5 years how often has NYS OGS used their defibrillators by year?

A17. OGS has an incident on average of once a year.

Q18. "Within 24 hours after the incident is reported" Is within 1 business day acceptable?

A18. Please refer to Revision No. 3 above.

Q19. "Debriefing shall be conducted" may this be performed via video conference? Must the debriefing occur within 24 hours as well? Is scheduling within 24 hours even feasible to gather all of the individuals who took part in the AED response?

A19. Please refer to Revision No. 3. The use of video conference will be at the discretion of NYS OGS.

Q20. Section 4.5.1
Is vendor required to replace the pads and batteries, as needed, or will the building manager replace supplies when reminded by vendor? If vendor is replacing supplies, may they proactively replace them at the time of annual inspection or would an additional visit be required?

A20. OGS will supply all parts. When Contractor notifies facility manager that they will be conducting inspection/maintenance, the Contractor must inform the facility manager of what parts will be needed (according to expiration dates provided in Attachment 3 – Equipment to be Serviced.) If parts need to be replaced before next scheduled inspection/maintenance, Contractor shall replace them at current inspection/maintenance.

Q21. Section 4.6.1
Should training be traditional ie instructor or blended ie cognitive portion learned online and instructor led skills practice and testing.

A21. According to the American Heart Association 2015 Guidelines Heartsaver ILT Courses FAQ document, 'Heartsaver courses included group interaction and hands-on coaching and feedback from an AHA Instructor. These classroom-based courses are video based. Many of the lessons in the Heartsaver courses use the practice-while-watching format. This means that students practice skills as the video guides them."

Q22. What is class minimum 9 or 10? IFB states "minimum of 9" in second sentence. In third sentence it says "If 9 or less are registered" it must be canceled.

A22. Please refer to Revision No. 5 above.

Q23. How much notice will vendor receive for a cancelation? If 10 people are registered but only 5 show up the day of the class will the class still be held and will vendor be paid the agreed upon fee?

A23. The Contractor shall hold a class if, within 24 hours of the scheduled class, six (6) or more participants are registered. If six (6) or more people are registered but less than six (6) physically attend, the Contractor will still receive payment.

Q24. Based upon the conference call, participants will be registering via an internal learning management system. Knowing this, is vendor required to send course date, time and location confirmation to the course participants?

A24. Please refer to Revision No. 3 and A12. OGS' internal learning management system will not be used.

Q25. Who will schedule the training programs, determine the class location, and register the participants?

A25. Please refer to Revision Nos. 5 & 6 above.

Q26. Will OGS provide the ability to play a DVD in their training facilities?

A26. Yes, arrangements can be made to play a DVD in the training facilities.

Q27. May vendor distribute American Heart Association eCards to the course participants? Each course participant would have to provide a unique email address to which to send the instructions to claim the ecard.

A27. Yes, the Contractor may distribute American Heart Association ecards to course participants. A list of ecards and associated product numbers is available the American Heart Association 2015 Guidelines Heartsaver ILT Courses FAQ document.

Q28. If prime vendor is a WBE are they required to meet the subcontracting goals?

A28. If Contractor is a WBE, they would still be required to meet the MBE goal.

Q29. Page 6 Part 1.5 Optional Pre-Bid Phone Conference
Top sentence states "only answers provided on addendum are official" If no addendum was issued does that mean there were no questions asked? If not, is the timeline for this addendum to be published the same as the addendum for questions as indicated in 1.4 key events?

A29. All answers provided in this addendum are official answers to questions submitted by vendors in writing by the due date in Section 1.4 – Key Events.

Q30. Page 11 Part 3.2 Method of Award. Last sentence, 3rd paragraph indicates the established contract value shall not be exceeded If additional AEDs are purchased throughout the year as indicated in price 3.3 item 3 or if it became necessary to add additional classes how will this be managed?

A30. Please refer Revision Nos. 1, 2, 6, and 7 above. Vendor will be compensated for additional AED units up to 50 additional units. The established 5 year contract value shall not be exceeded.

If the 5 year contract value is reached, OGS will either re-bid, or seek approval to amend contract. Contractors should monitor charges against contract and be aware when reaching contract value.

Q31. Page 18 4.6 CPR/AED Training. First sentence contractor will schedule up to two classes per month, at the discretion of OGS. How was this # determined?

A31. The number of classes per month was determined based on historical data.

Q32. Page 18 4.6 CPR/AED Training. Second sentence A class size is a minimum of nine (9) participants up to a maximum (15) participants. How would this conflict with AHA Guidelines as required in 4.6.1 be handled?

A32. Please refer to Revision Nos. 5 & 6. Training must conform to the American Heart Association Heartsaver AED standards. According to the American Heart Association 2015 Guidelines Heartsaver ILT Courses FAQ document, "courses are designed for a ratio of three (3) students to one (1) manikin, with no more than two (2) manikins to one (1) Instructor." Based on these guidelines, the minimum class size is six (6) and the maximum is twelve (12). Any class size between seven (7) and twelve (12) participants will require two (2) instructors.

If submitting a proposal, this Addendum No. 2, for IFB #1969, must contain an original signature, be dated, attached to, and made a part of your proposal.

Company Name

Address (include City, State, Zip)

Bidders Name (please print) Title

Signature Date

DIVISION OF FINANCIAL ADMINISTRATION

ADDENDUM No. 1

INVITATION FOR BID No. 1969

Date: July 22, 2016

Subject: Postponement

Title: Automatic External Defibrillator (AED) Service at Locations Throughout the State

Group: 12605

Address Quote Inquiries to:

Seth Stark
Contract Management Specialist I
NYS Office of General Services
Financial Administration | Agency Procurement Office
32nd Floor, Corning Tower Building, Empire State Plaza,
Albany, NY 12242
518-474-5981 | Seth.Stark@ogs.ny.gov

To Prospective Bidders: This addendum is being issued to postpone key events.

Postponement: OGS Issues Reponses to Written Questions (estimated) is hereby postponed to July 28, 2016. The new Bid Due date will be issued with responses.

If submitting a proposal, this Addendum No. 1, for IFB #1969, must contain an original signature, be dated, attached to, and made a part of your proposal.

Company Name

Address (include City, State, Zip)

Bidders Name (please print) Title

Signature Date

INVITATION FOR BID (IFB) SOLICITATED BY THE

NEW YORK STATE OFFICE OF GENERAL SERVICES

AUTOMATIC EXTERNAL DEFIBRILLATOR (AED) SERVICE AT LOCATIONS

THROUGHOUT THE STATE

FOR THE OFFICE OF GENERAL SERVICES

BID DUE DATE: AUGUST 4, 2016, 2:00PM

ISSUE DATE: JUNE 17, 2016

Designated Contact:
Seth Stark
Voice: 518-474-5981
Fax: 518-486-3651
E-mail: seth.stark@ogs.ny.gov

Alternate Contact:
Beth Maus
Same
Same
E-Mail: beth.maus@ogs.ny.gov

Alternate Contact:
Bill Macey
Same
Same
E-Mail: william.macey@ogs.ny.gov

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Appendix A…….....Standard Clauses for New York State Contracts

IFB Appendix B……....Required Forms

IFB Appendix C…….Sample Contract

IFB Attachment 1……...Bid Proposal Form

IFB Attachment 2……...Bid Submission Checklist

IFB Attachment 3……...AED Equipment to be Serviced

IFB Attachment 4……Sample Maintenance/Inspection Verification Form

1. Introduction

1.1 Overview

The State of New York, Office of General Services (OGS) Real Property Management and Facilities (RPMF) operates approximately 20 million square feet of office space. In February of 2003 the New York State Public Buildings Law (§2027—B) was amended to make it a duty of a superintendent or chief executive officer of public institutions and buildings of the State to equip each such building with an automated external defibrillator. Then in March of 2006, the Public Heath Law (§225) was amended to require places of public assembly to maintain an automated external defibrillator and to have at least one employee who is trained in its use.

It is the intent of this Invitation for Bids (IFB) to award a contract to the most responsive and responsible low bidder, to supply Automatic External Defibrillator (AED) **services only**, at locations though out the state, in compliance with New York State statute. OGS will be responsible for provision of AED **equipment**.

1.2 Designated Contact

In compliance with the Procurement Lobbying Law, Seth Stark, Contract Management Specialist I, NYS Office of General Services, Division of Financial Administration has been designated as the **PRIMARY** contact for this procurement and may be reached by email, voice or fax for all inquiries regarding this solicitation.

Seth Stark, Contract Management Specialist I
NYS Office of General Services
Financial Administration/Agency Procurement Office
32nd Floor, Corning Tower Bldg., ESP
Albany, New York 12242
Voice: 1-518-474-5981
Email: seth.stark@ogs.ny.gov

In the event the designated contact is not available, the alternate designated contacts are:

Beth Maus, Contract Management Specialist II
NYS Office of General Services
Financial Administration/Agency Procurement Office
32nd Floor, Corning Tower Bldg., ESP
Albany, New York 12242
Voice: 1-518-474-5981
Email: beth.maus@ogs.ny.gov

Bill Macey, Contract Management Specialist III
NYS Office of General Services
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32nd Floor, Corning Tower Bldg., ESP
Albany, New York 12242
Voice: 1-518-474-5981
Email: william.macey@ogs.ny.gov

For inquires related specifically to Minority Women-Owned Business Enterprises (MWBE) provisions of this procurement solicitation, the designated contact is:

Anuola Surgick, Minority Business Specialist II
NYS Office of General Services
Minority and Women-Owned Business Enterprises
Corning Tower, 29th Floor, ESP
Albany, NY 12242
Voice: 1-518-486-6866
Fax: 1-518-486-2679
Email: anuola.surgick@ogs.ny.gov

1.3 Minimum Qualifications of Prospective Bidders

The following minimum requirements **must** be met by each bidder:

- Bidder must have at least three (3) consecutive years of experience in providing AED service.
- Bidder must have worked on at least one project that included multiple locations with multiple floors.
- Bidder must have American Heart association (AHA) or American Red Cross (ARC) certified (current/valid) staff.

The State of New York retains the right to request any additional information pertaining to the Contractor's ability, qualifications, and procedures used to accomplish all work under this contract, as it deems necessary to ensure safe and satisfactory work.

1.4 Key Events

The Table below outlines the schedule for important action dates.

ACTION	DATE
OGS Issues IFB #1969 – AED Services	**June 17, 2016**
Optional Pre-Bid Phone Conference	**July 12, 2016, 2:00PM**
Deadline for Submission of Bidder Questions	**July 18, 2016**
OGS Issues Responses to Written Questions (estimated)	**July 21, 2016**
Bid Due Date/ Bid Opening Date	**August 4, 2016, 2:00PM**
Contract Start Date	**OSC Approval**

1.5 Optional Pre-Bid Phone Conference

Proposers intending to submit a proposal will be given the opportunity to attend an optional pre-bid phone conference on the date and time indicated in Section - 1.4 Key Events. This is the only date and time available. Alternate dates for conferences will not be available.

The session will begin with an overview of this solicitation and contract requirements. Questions during the optional pre-bid phone conference will be permitted. It is suggested that the Proposer note the question and ask at the end of the overview.

Verbal answers are not official answers. All questions asked at the conference must be submitted via email to the designated contact for this solicitation no later than the date and time indicated in Section 1.4 - Key Events. Official answers to all questions will be distributed in the form of an addendum via

email to all attendees of the mandatory pre-proposal conference/site visit. Only answers provided by addendum are considered official.

NOTE: If there are any questions Bidders would like addressed at the optional pre-bid phone conference, Bidders should submit them in writing as instructed in Section 1.4 – Key Events, to the designated contact prior to the date of the optional pre-bid phone conference.

IMPORTANT: Bidders must pre-register at least 48 hours in advance via e-mail with the OGS Designated Contact at the e-mail address in section 1.2. A maximum of two (2) persons may attend for each proposer. The e-mail must include:

- Legal name of proposer (Contractor name)
- Name and title for each person attending
- E-mail address and telephone number for person to contact regarding any updates to the IFB.

Upon registration, the proposer will be given the optional pre-bid phone conference call-in details.

In accordance with State Finance Law §139-j(3)(a)(3), this optional pre-proposal phone conference is covered by the permissible subject matter authorization. A vendor is authorized to speak with representatives other than Designated Contact(s) for the sole purpose of the pre-proposal conference/site visit (to arrange attendance, during the conduct of the visit and to pose questions regarding the site).

2. Inquiries and Bid Submission

2.1 IFB Questions and Clarifications

There will be an opportunity for submission of questions and/or requests for clarification. Questions and/or clarifications must be submitted via email to the Designated Contact:

Seth Stark, Contract Management Specialist I
NYS Office of General Services
Financial Administration/Agency Procurement Office
32nd Floor, Corning Tower Bldg., ESP
Albany, New York 12242
Voice: 1-518-474-5981
Fax: 1-518-486-3651
Email: seth.stark@ogs.ny.gov

All questions must cite the particular page, section, and paragraph number, where applicable. Please submit questions as early as possible following receipt of the IFB. The final deadline for submission of any questions/clarifications regarding this IFB is listed in Section 1.4– Key Events. Questions received after the deadline may not be answered. Official answers to questions will be provided via addendum.

2.2 Bid Format and Content

In order for the State to evaluate bids fairly and completely, bidders should follow the format set forth herein and must provide all of the information requested. All items identified in the following list must be addressed as concisely as possible in order for a bid to be considered complete. Failure to conform to the stated requirements may necessitate rejection of the bid. A checklist for quote submission can be found in IFB Attachment 2.

Note: OGS reserves the right to request any additional information deemed necessary to ensure that the bidder is able to fulfill the requirements of the contract.

1. Cover Letter

The cover letter must confirm that the bidder understands all the terms and conditions contained in this IFB and will comply with all the provisions of this IFB. Further, that should the contract be awarded to your company, you would be prepared to begin services upon the New York State Office of the State Comptroller's approval. The cover letter must also include the full contact information of the Bidders Representative that OGS shall contact regarding the bid. A bidder representative authorized to make contractual obligations must sign the cover letter.

2. Minimum Qualifications

Bidders must submit supporting information proving their ability to meet the minimum qualifications as set forth in Section 1.3. The information must:

- Describe Bidder's key business function, number of years in business, number of years providing AED service, and principles of the company.
- Describe at least one project with multiple locations and multiple floors. Bidder must also provide a reference that may be reached for confirmation.
- Provide current AHA or ARC certifications of certified staff, specifically those that may be servicing this contract.

3. Experience & Operational Plan

Bidders must describe their capabilities to provide the services requested in this IFB by providing the following:

- Provide a current list of accounts for which your firm is providing AED services. Include contact information and a description of contract services. OGS reserves the right to contact references.
- A description of Bidder's experience with AED service.
- A description of Bidder's Tracking System
- A description of Incident Response procedure
- A detailed plan on how annual maintenance and inspection of equipment, listed in Attachment 3 – AED Equipment To Be Serviced, will be conducted.
- Staffing Plan, including the use of any subcontractors.

4. Pricing

Bidder shall submit a completed IFB Attachment 1 - Bid Proposal Form. Bidder shall not provide alternative pricing or deviate from the Bid Proposal Form. Alternative pricing methodologies will not be considered and may result in the rejection of the bid.

5. Administrative Submission

- All other required completed forms from IFB Appendix B.
- Attachment 2 Bid - Submission Checklist
- Signed bid addenda (if any)
- Important Notes:
    - Insurance – Proposers are reminded of the insurance requirements as described in Section 5.3. The selected Proposer will be required to provide all necessary documentation upon notification of selection.
    - M/WBE & EEO Requirements- Proposers are reminded of the requirements as described in Section 5.5.
    - Vendor Responsibility - Proposers are reminded of the requirement as described in Section 5.15, and are requested to complete the online questionnaire located on the OSC VendRep System website prior to bid submission. If the vendor has previously certified responsibility online, it shall ensure that the VRQ was recertified in the last 6 months.
    - Document Consistency - An award will only be made to the entity which has submitted bid. All submitted documents must be consistent with official name of bidding entity, FEIN and NYS Vendor ID number.
    - A Proposer shall be registered with the NYS Department of State as an entity authorized to conduct business in New York State either at the time the proposal is submitted or within thirty calendar days of being advised of tentative award. Failure to complete the registration process and be approved by the New York State Department of State within that thirty day time period shall result in a rejection of the proposal.

2.3 Bid Preparation

All bids must be completed in ink or machine produced. Bids submitted handwritten in pencil will be disqualified.

2.4 Packaging of IFB Response

Please submit:

- Four originals and one exact copy of the Bid Proposal Form (Attachment-1) and Administrative Submission

- One original and four exact copies of: the Cover Letter; Minimum Qualifications information; Experience and Operational Plan

All bid documents must be submitted by mail, hand delivery, overnight carrier or certified mail in a package showing the following information on the outside:

- Bidder's complete name and address
- Solicitation Number: IFB #1969
- Bid Due Date and Time: As in Section 1.4 - Key Events
- Bid for Automatic External Defibrillator (AED) Service

Failure to complete all information on the bid envelope and/or packages may necessitate the premature opening of the bid and may compromise confidentiality.

2.5 Instructions for Bid Submission

Note that these instructions supersede the generic instructions posted on the OGS website bid calendar.

Only those Bidders who furnish all required information and meet the mandatory requirements will be considered.

Submit all required bid documents to the NYS Office of General Services - Division of Financial Administration at the following address:

NYS Office of General Services
Financial Administration/Agency Procurement Office
32nd Floor, Corning Tower, Empire State Plaza
Albany, NY 12242
Attn: Seth Stark
IFB #1969

E-mail or fax bid submissions are not acceptable and will not be considered.

The State of New York will not be held liable for any cost incurred by the Bidder for work performed in the preparation and production of a bid or for any work performed prior to the formal execution of a contract.

Bids must be received in the above office on or before the date and time as indicated in Section 1.4 - Key Events. Bidders assume all risks for timely, properly submitted deliveries. Proposers

mailing their bid must allow sufficient mail delivery time to ensure receipt of their bid at the specified location no later than the specified date and time.

The received time of bids will be determined by the clock at the above noted location.

Any Bid received at the designated location after the established time will be considered a Late Bid. A Late Bid may be rejected and disqualified from award. Notwithstanding the foregoing, a Late Bid may be accepted in the Commissioner's sole discretion where (i) no timely Bids meeting the requirements of the Solicitation are received, or (ii) the Bidder has demonstrated to the satisfaction of the Commissioner that the Late Bid was caused solely by factors outside the control of the Bidder. However, in no event will the Commissioner be under any obligation to accept a Late Bid.

The basis for any determination to accept a Late Bid shall be documented in the procurement record

Bids must remain open and valid for 180 days from the due date, unless the time for awarding the contract is extended by mutual consent of NYS OGS and the Bidder. A bid shall continue to remain an effective offer, firm and irrevocable, subsequent to such 180 day period until either tentative award of the contract(s) by issuing Office is made or withdrawal of the bid in writing by Bidder. Tentative award of the contract(s) shall consist of written notice to that effect by the issuing Office to the successful Bidder. This IFB remains the property of the State at all times, and all responses to this IFB, once delivered, become the property of the State.

Important Building Access Procedures for Delivered Bids.

Building access procedures are in effect at the Corning Tower. Photo identification is required.

All visitors must register for building access, for delivering bids. Vendors are encouraged to pre-register by contacting the OGS Finance Office at 518-474-5981 at least 24 hours prior to the bid opening. Pre-registered visitors are to report to the visitor desk located at the Concourse level of the Corning Tower. Upon presentation of appropriate photo identification, the visitor will be allowed access to the building.

Upon arrival at the visitor desk, visitors that have not pre-registered will be directed to a designated phone to call the OGS Finance Office. The Finance Office will then enter the visitor's information into the building access system. Access will not be allowed until the security system has been updated. Visitors are encouraged to pre-register to ensure timely access to the building. Vendors who intend to deliver bids or conduct business with OGS should allow extra time to comply with the security procedures. These security procedures may change or be modified at any time.

Visitor parking information can be viewed at the following OGS web site:

http://ogs.ny.gov/BU/BA/Parking/Visitor/

3. Administrative Information

3.1 Issuing Office

This IFB is being released by the New York State Office of General Services Division of Financial Administration on behalf of the OGS Real Property Management and Facilities (RPM&F).

3.2 Method of Award

OGS intends to award one contract to the Bidder who represents the best value to the State. Best value shall be equated to the lowest qualified responsive and responsible bid based on the grand total on IFB Attachment 1- Bid Proposal Form.

Upon determination of the lowest, responsive and responsible bid, a contract will be delivered to the successful bidder for signature and shall be returned to the issuing office for all necessary State approvals. Upon final approval, a completely executed contract will be delivered to the bidder.

The Grand Total bid amount of the successful bidder shall be used to establish contract value. The established contract value shall not be exceeded.

3.3 Price

The Prices Bid shall be inclusive of all costs including travel, licenses, insurance, administrative, profit and other ancillary costs. For the purposes of this contract, full service shall mean that the Contractor's bid price includes: all labor, reporting or other requirements; all overhead costs and profit. Details of service not explicitly stated in these specifications, but necessarily attendant thereto are deemed to be understood by the Contractor and included herein.

Bidders must submit pricing using the IFB Attachment 1 - Bid Proposal Form contained in this document. Bidders must provide pricing (or identify no charge) for all items on the Bid Proposal Form. Each Bid Proposal must include:

Note: addition or removal of equipment (units) will have no effect on price for items other than item 3.

Item 1: Tracking System
Shall be an annual cost for a tracking system as described in Section 4.3 – Tracking System.

Item 2: Physician Oversight/Medical Director
Shall be the monthly cost for one (1) Physician Oversight/Medical Director as described in Section - 4.4 Physician Oversight/Medical Director.

Item 3: Annual Maintenance and Inspection
Shall be a per unit price for maintenance and inspection of all AED equipment listed in Attachment 3 - AED Equipment to be Serviced, as described in Section 4.5 – Annual Maintenance and Inspection. Number of units listed in Attachment 3 – AED Equipment to be Serviced, will be used to determine an annual cost, but should not be considered static. AED Units may be added or removed from this equipment list.

Item 4: CPR and AED Training
Shall be a per training rate for CPR and AED Training as described in Section 4.6- CPR and AED Training.

Item 5: Additional Services
Shall be a per floor site survey rate for site surveys as described in Section 4.7 – Additional services. The cost will be figured into the overall contract value, but no Additional services fees will be paid without prior approval.

Item 6: Yearly Grand Total
Shall be the Grand Total Bid per year and will be used for evaluation purposes

OGS expects that the rates proposed shall be competitive and reflect the current marketplace for similar services within the State of New York. The Contractor warrants that pricing offered to OGS is the same as or lower than that offered to its customers who are similarly situated with respect to AED services.

3.4 Term of Contract

This contract will commence upon approval from the New York State Office of the State Comptroller and will be in effect for (5) years.

The State of New York retains the right to cancel this contract for convenience, provided that the Contractor is given at least thirty (30) days written notice of OGS' intent to cancel. Any cancellation by OGS under this section shall in no event constitute or be deemed a breach of any contract resulting from this IFB and no liability shall be incurred by or arise against OGS, its agents and employees therefore for lost profits or any other damages resulting there from. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. See Section 5.14– Termination.

3.5 Method of Payment

For the purposes of this contract, a company invoice must be used. Each invoice must have a unique invoice number and contain the Contract ID number (i.e.: OGS01-C000XXX-1140000) and will itemize work completed.

Item 1: Tracking System

Will be billable monthly. Invoices for payment shall be submitted at the end of each month on a company invoice. Should the term of the contract begin and end mid-month, the first and last month, monthly charge (Item 2 on bid proposal form,) will be prorated. (Example: Contract begins November 12, 12/30= 40%. 100% of monthly charge - 40%= 60% of monthly charge will be paid.)

Item 2: Physician Oversight/Medical Director

Invoices for payment shall be submitted at the end of each month on a company invoice for services satisfactorily completed during that month. Should the term of the contract begin and end mid-month, the first and last month, monthly charge (Item 2 on bid proposal form,) will be prorated. (Example: Contract begins November 12, 12/30= 40%. 100% of monthly charge - 40%= 60% of monthly charge will be paid.)

Item 3: Annual Maintenance and Inspection

Invoices for payment shall be submitted at the end of each month on a company invoice for services satisfactorily completed during that month. OGS anticipates this service to occur throughout the year. Completion/ approval of payment will be determined by Contractor's submission of documentation signed and approved by the facility managers (facilities listed in Attachment 3 – AED Equipment to be Serviced). A sample maintenance/inspection verification form may be found in Attachment 4 - Sample Maintenance/Inspection Verification Form. Contractor is expected to complete all relevant information before documentation is presented to the facility managers for signature and approval.

Item 4: CPR and AED Training

Will be billable upon completion of each training class.

Item 5: Additional Services

Will be billable upon completion of site survey(s) and will only be paid when accompanied by an approved authorization letter.

Invoices shall be submitted to the OGS Business Services Center (BSC) Accounts Payable Unit. Invoices will be processed in accordance with established procedures of the Office of General Services and the Office of the State Comptroller (OSC) and payments will be subject to the prompt payment provisions of Article XI-A of the New York State Finance Law.

Invoices submitted without the above stated information will be returned to Contractor to be completed as required above. Payment will not be issued and will not be due and owing until a corrected invoice is received and approved by OGS.

All invoices must be submitted for payment to either:

NYS Office of General Services
Business Services Center (BSC)
Accounts Payable Unit **or** **accountspayable@ogs.ny.gov**
Empire State Plaza Station, P. O. Box 2117
Albany, New York 12220-0117

3.6 Electronic Payment

Contractor shall provide complete and accurate billing invoices in order to receive payment. Billing invoices submitted must contain all information and supporting documentation required by the contract, the agency, and the State Comptroller. Payment for invoices submitted by the contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptrollers website at www.osc.state.ny.us/epay/index.htm, by e-mail at epayments@osc.state.ny.us, or by phone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Please note that in conjunction with New York State's implementation of a new statewide financial system, the Office of the State Comptroller requires all vendors doing business with New York State agencies to complete a substitute W-9 form. Vendors registering for electronic payment can complete the W-9 form when they register. Vendors already registered for electronic payment are requested to go to the above website and complete the Substitute W-9 form and submit following the instructions provided.

3.7 Past Practice

The failure to exercise any right hereunder in the past shall not operate as a waiver of such right. No breach of this Agreement shall be deemed waived unless such waiver shall be in writing and signed by the party claimed to have waived. No waiver of any breach of the Agreement at any time in the past shall constitute a waiver of subsequent breach.

3.8 Exceptions and Extraneous Terms

The Issuing Office will consider all requests to waive any solicitation requirement. The Term "solicitation requirement" as used herein shall include any and all terms and conditions included in the solicitation documents. Bidders should be aware that failure to obtain a waiver of any proposal requirement in advance of bid submission, and/or inclusion of extraneous terms in the form of exceptions, assumptions, qualifiers, ranges, modifications, etc. with bid submission, may result in rejection of Bidder's proposal and disqualification from the bidding process.

Bidders wishing to obtain an exemption or waiver for any part of this solicitation must contact the Issuing Office in writing by the 'Questions Due Date' as identified in Section 1.4 - Key Events. The request must cite the specific section and requirement in question, and clearly identify any proposed alternative. Requests will be considered and responded to in writing, either with the 'Answers to Questions' as identified in Section 1.4 - Key Events (if the response results in a change to the IFB), or directly to the requesting vendor.

3.9 Dispute Resolution

It is the policy of the Office of General Services' Financial Administration to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to proposal solicitations, contract awards, and contract administration. OGS Financial Administration encourages vendors to seek resolution of disputes informally, through consultation with OGS Financial Administration staff, prior to commencing a formal dispute process. All such matters will be accorded full, impartial and timely consideration. A copy of the OGS Financial Administration Dispute Resolution Procedures for Vendors may be obtained by contacting the designated contact person identified in the solicitation.

During the term of the contract, if either party notifies the other of a dispute or dissatisfaction, the other party will make a good faith effort to solve or settle dispute amicably, including meeting with the other party to diligently attempt to reach a satisfactory result. In the event of a dispute, the parties will continue to fulfill their obligations hereunder during the dispute resolution process. The parties agree to proceed in good faith to avoid disputes, and resolve disputes that cannot be avoided at the lowest level possible. If party representatives are unable to resolve the dispute or reach a satisfactory result within twenty days of written notice of a dispute, the dispute will be referred to successive higher levels of each organization for final decision.

3.10 Examination of Contract Documents

- Each Bidder is under an affirmative duty to inform itself by personal examination of the specifications of the proposed work and by such other means as it may select, of the character, quality and extent of the work to be performed and the conditions under which the contract is to be executed.
- Each Bidder shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the contract will be accepted by the state as an excuse for any failure or omission on the part of the Bidder to fulfill every detail of all the requirements of the documents governing the work. The Bidder, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed itself prior to bidding.
- Any addendum issued prior to the bid due date must be acknowledged by signature, dated and be submitted on or before the bid due date. In awarding a contract any written addenda will become a part thereof.

- Any verbal information obtained from, or statements made by, representatives of the Commissioner of General Services shall not be construed as in any way amending contract documents. Only such corrections or addenda as are issued, in writing, shall become a part of the contract.

3.11 Prime Contractor Responsibilities

The State will contract only with the successful Bidder who is the Prime Contractor. The Issuing Office considers the Prime Contractor, the sole Contractor with regard to all provisions of this IFB, and the contract resulting from this IFB.

No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this IFB or the resultant contract. The Contractor accepts full responsibility for the actions of any employee or subcontractor who carry out any of the provisions of any contract resulting from this IFB. (Refer to Section 5.9- Subcontractors)

3.12 Glossary of Terms

"**Issuing Office**" shall mean the Office of General Services Division of Financial Administration.

"**Contractor"** shall mean a successful company awarded a contract pursuant to this IFB.

"**Invitation for Bid**" or "IFB" shall mean this document.

The "**State**" shall mean The People of the State of New York, which shall also mean the New York State office of General Services.

"**Commissioner**" shall mean the Commissioner of General Services or duly authorized representative.

"**Offeror**" or "**Bidder**" shall mean any person, partnership, firm, corporation or other authorized entity submitting a bid to the State pursuant to this IFB.

"OGS" shall mean The Office of General services

"RPF&M" shall mean Real Property Management and Facilities

"Incident" Shall mean an event where AED equipment was used in response to someone experiencing medical distress

3.13 Rules of Construction

Words of the masculine and feminine genders shall be deemed and construed to include the neuter gender. Unless the context otherwise indicates, the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons. The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms, as used in this IFB refer to this IFB.

4. Statement of Work

4.1 General

The Contractor will be required to provide various AED services at locations throughout the State for OGS Real Property Management and Facilities. These services will include the provision of a tracking system, physician oversight, post incident response, inspection, maintenance, as well as training. RPM&F is seeking a Contractor that has the capability to provide these services at locations throughout the State.

4.2 Integration/Kick-off Meeting

The awarded Contractor must attend a kick-off meeting within twenty (20) business days of contract start. The purpose of this meeting is to discuss the integration of the services as described in “Statement of Work” here in.

4.3 Tracking System

Contractor shall provide a web-based tracking system, hosted by contractor. All initial equipment, personnel and appurtenant data shall be entered into the detailed web-based tracking system. This data shall be continuously updated at no less than four (4) times per year. Contractor will be expected to have training documentation for new and established users that is acceptable to RPM&F. This will include web based documentation. Training materials will document the entire streaming and archiving workflows. This will also include all relevant documentation related to establishing the initial service, including user account management, initial software configuration, download links.

4.3.1 Data Ownership

OGS shall own all right, title, and interest in Data provided and/or created during the provided services. OGS shall have access to its Data at all times during the Term, including access to Contractor’s downloadable archive process within twelve (12) months of any account suspension or the termination of this Contract or, with respect to any particular project, such project’s completion. OGS shall have the ability to import or export Data in piecemeal or in its entirety at its discretion, without interference from the Contractor. This includes the ability for OGS to import or export Data to/from other Contractors

The Contractor shall not copy or transfer Data unless authorized by OGS. In such an event, the Data shall be copied and/or transferred in accordance with the provisions of this Section. Contractor shall not access any Data for any purpose other than fulfilling the service. At no time shall any Data or processes (e.g. workflow, applications, etc.), which either are owned or used by OGS be copied, disclosed, or retained by the Contractor or any party related to the Contractor.

4.3.2 Tracking System Functionality

- Inventory management that includes a description of all AED locations, serial numbers, and accessories.
- Manage in-service dates; equipment replenishment dates, and equipment inspection and maintenance records.
- Track all state employee participant names, their work locations and recertification dates

- Maintain a list of trained First Responders, sorted by floor and building and include email, telephone, room location etc. It is important to note that the list of First Responders is a "live" document and literally can change day-to-day.
- First responders must have access to their profile information.
- Provide an online portal so employees can register for new certification classes.
- Feature a CPR refresher training and online video.
- Automatically provide e–mail notifications/reminders to building managers. The reminders shall address OGS responsibility for timely equipment inspections as well as equipment replacement such as batteries and electrodes (pads).
- Inspection results shall be entered by the contractor on a monthly basis or as otherwise appropriate.

4.4 Physician Oversight/Medical Director

Emergency Health Care Provider (EHCP); A physician, licensed to practice medicine in New York, or a hospital that is responsible for assuring the quality, integrity and legal compliance of the Public Access Defibrillation (PAD) program by virtue of a collaborative agreement with OGS.

4.4.1 Physician Oversight/Medical Director Responsibilities

- Development and review of policies and procedures defining the standards of patient care and utilization of the AED.
- Review of response documentation and rescue data for all uses of the AED.
- Oversee the initial and continuing AED training.
- Provide 24/7 advice regarding the medical care of those in need of such care or to emergency room care providers.
- Provide prescriptive authority for purchase and use of the AED's.
- Provide copy of physician review and report to OGS AED Coordinator.
- Provide post-event critical incident stress debriefing by a qualified licensed counselor.
- Vendor must provide implementation support and training, and assistance with navigating videos to platform. Services are to include: Data migration via FTP, and portal training
- Provide legal compliance review to ensure compliance with all applicable laws.
- Provide administrative support including but not limited to standing orders and protocol for use of the AED's, preparation of all paperwork for State and/or local registration and notification, post-event records management as required by State or local law.
- Vendor must communicate elements of the AED Program to the local EMS authorities, and ensure compliance with local requirements.
- Vendor must provide on-site post event downloading of AED data.
- In consultation with the OGS AED Administrator, after the initial AED installation, develop a replacement schedule for the AEDs, which considers the useful life of the units, and update the schedule as needed.
- Vendor must update and submit Collaborative Agreement and Notice of Intent on an annual basis.

4.4.2 Post Incident Response

Within 24 hours after the incident is reported, the following steps should be completed by the contractor.

- Retrieve rescue data and forward to AED Program Emergency Health Care Provider (EHCP) for evaluation.
- Begin to prepare all reports required by section 3000-b(3)(d) of the Public Health Law.
- Act as a resource for OGS and ensure the AED Use Report is documented appropriately and shall distribute the AED Use Form to the EHCP and appropriate EMS and appropriate regulatory agencies.
- A debriefing shall be conducted with the AED program members involved in the event, and should include bystanders and co-workers who played a part in the event. The Medical Director should be available as a resource.

4.5 Annual Maintenance/Inspection

Vendor must inspect each building and AED on an annual basis to ensure compliance – as per the manufacturers recommended for annual maintenance. Contractor shall submit a proposed maintenance schedule for OGS approval

4.5.1 Requirements of Annual Maintenance/Inspection

- Installation of AED equipment (batteries and electrodes), as necessary.
- Annual update the online tracking system based on the AED information (serial numbers, expiration dates, OGS asset tags) collected from the onsite inspection.
- Issuance of a final compliance report, per AED and building, and forward a copy to OGS AED Administrator.

4.6 CPR/AED Training

Contractor will schedule up two classes per month (up to 24 classes per year,) at the discretion of OGS. A class size is a minimum of nine (9) participants up to a maximum of fifteen (15) participants. If nine (9) or less people register for a class, the class must be cancelled and Contractor will not receive payment.

4.6.1 CPR/AED Training Requirements

- Provide on-site CPR/AED training conforming to the American Heart Association (AHA) Heartsaver AED standards.
- Training shall include adult/child CPR with mask and choking, plus adult/child AED.
- Each successfully trained participant will receive an individualized certification card, provided and distributed by the selected vendor.
- Schedule all participants for CPR/AED training by receiving volunteer registrations via online tracking system.
- Coordinating class room availability with the building manager.
- Send training confirmation to each participant indicating the classroom location, training date, and time.

4.7 Additional Services

In the event OGS manages an additional facility, at OGS's written request, Contractor shall perform floor by floor site surveys of said building and provide a written report with recommendations for the number and location of AED's. Addition or removal of AED units will have no effect on pricing. The parameters by which OGS buildings will be evaluated will comply with guidelines of the State promulgated regulations as well as nationally recognized industry standards, such as the American Heart Association. Site surveys will be conducted on each floor of each building and shall be evaluated in such a way that the "Response Interval" (time from collapse to arrival of the responder with the AED) is optimally no more than three (3) minutes and the "Call-To-Shock Interval" is optimally no more than five (5) minutes. The components of the call-to-shock interval include the time it takes designated responders to be notified, access the device, reach the victim's side, apply the electrodes and deliver the first shock. Site conditions such as travel distance, security check points, locked doors, path of unobstructed travel, access to the AED, etc. shall be considered when determining AED recommended locations. If due to the building configuration or otherwise, the Response Interval or the Call-To-Shock Interval is other than 3 or 5 minutes, respectively, then the written recommendations must identify the calculated duration(s).

5. Contract Clauses and Requirements

5.1 Appendix A / Order of Precedence

Appendix A — Standard Clauses for New York State Contracts, dated January 2014, attached hereto, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein.

The agreement resulting from a successful award will include the following documents. Conflicts between these documents will be resolved in the following descending order of precedence:

1. Appendix A (dated January 2014)
2. Contract Agreement (Appendix C)
3. OGS IFB# 1969 (this document) with any Addendum(a)
4. Selected Contractor's Bid

5.2 Summary of Policy and Prohibitions on Procurement Lobbying

Pursuant to State Finance Law §139-j and §139-k, this Solicitation includes and imposes certain restrictions on communications between OGS and a Vendor during the procurement process. A Vendor is restricted from making contacts from the earliest posting, on a governmental entity's website, in a newspaper of general circulation, or in the procurement opportunities newsletter of intent to solicit offers/bids through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller ("Restricted Period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified on the first page and in Section 2.1. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Vendor pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period; the Vendor is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website: http://www.ogs.ny.gov/acpl/

5.3 Contractor Insurance Requirements

Prior to the commencement of the work to be performed by the Contractor hereunder, the Contractor shall file with The People of the State of New York, Office of General Services (hereinafter referred to as "OGS"), Certificates of Insurance (hereinafter referred to as "Certificates"), evidencing compliance with all requirements contained in this Section. Such Certificates shall be of a form and substance acceptable to OGS.

Certificate acceptance and/or approval by OGS does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Contract.

All insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State and acceptable to OGS; shall be primary and non-contributing to any insurance or self-insurance maintained by OGS; shall be endorsed to provide written notice be given to OGS, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail; shall be sent to Office of General Services, Financial Administration, Corning Tower, 32nd Floor, Empire State Plaza, Albany, New York 12242 and shall name The People of the State of New York, its officers, agents, and employees as additional insured's there under (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number **CG 20 10 11 85**). The additional insured requirement does not apply to Workers Compensation, Disability or Professional Liability coverage.

The Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject. Deductibles and self-insured retentions must be approved by OGS. Such approval shall not be unreasonably withheld.

The Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions provided herein.

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to OGS and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

The Contractor shall cause all insurance to be in full force and effect as of the commencement date of this Contract and to remain in full force and effect throughout the term of this Contract and as further required by this Contract. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverage's during the period of time such coverage's are required to be in effect.

Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply to OGS updated replacement Certificates of Insurance, and amendatory endorsements.

The Contractor, throughout the term of this Contract, or as otherwise required by this Contract, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this Contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

a) **Commercial General Liability Insurance** with a limit of not less than **$2,000,000** each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage's and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.

   1. If such insurance contains an aggregate limit, it shall apply separately on a per job or per project basis.

b) **Comprehensive Business Automobile Liability Insurance** with a limit of not less than **$1,000,000** each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.

c) Waiver of Subrogation. Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against OGS, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against OGS or (ii) any other form of permission for the release of OGS.

d) WORKERS' COMPENSATION / DISABILITY INSURANCE:

   Prior to any contract resulting from this RFP becoming effective, Contractor must submit proof that they have the workers' compensation and disability benefits coverage required by the New York State Workers' Compensation Law, or proof that they are legally exempt from obtaining such coverage. Proof of compliance must be demonstrated in accordance with the requirements set forth by the New York State Workers' Compensation Board (An instruction manual clarifying the Workers' Compensation Law requirements is available to download at the Workers' Compensation Board's website, www.wcb.ny.gov. Once you are on the website, click on *Employers/Businesses,* then *Business Permits/Licenses/Contracts*; from there, click on *Instruction Manual for Businesses Obtaining Permits/Licenses/Contracts*.) Contractor shall notify the Office of General Services, Financial Administration Contracts Unit, at least thirty (30) days prior to material change or cancellation of such coverage.

If employees will be working on, near or over navigable waters, US Long Shore and Harbor Workers Compensation Act endorsement must be included.

All forms must name the Office of General Services – Financial Administration, 32nd Floor, Mayor Erastus Corning 2nd Tower, Empire State Plaza, Albany, NY 12242, as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

Contractor acknowledges that failure to obtain and/or keep in effect any or all required insurance on behalf of OGS constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to OGS. Contractor's failure to obtain and/or keep in effect any or all required insurance shall also provide the basis for OGS' immediate termination of any contract resulting from this IFB, subject only to a five (5) business day cure period. Any termination by OGS under this section shall in no event constitute or be deemed a breach of any contract resulting from this solicitation and no liability shall be incurred by or arise against the Office of General Services, its agents and employees therefore for lost profits or any other damages.

5.4 Tax and Finance Clause

TAX LAW § 5-A:

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded state contracts for commodities, services and technology valued at more than $100,000 to certify to the Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales delivered into New York State are in excess of $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax and contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agency, from approving a contract awarded to a contractor meeting the registration requirements but who is not so registered in accordance with the law.

Contractor certification forms and instructions for completing the forms are attached to this IFB. Form ST-220-TD must be filed with and returned directly to DTF. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s) a new Form ST-220-TD must be filed with DTF.

Form ST-220-CA must be filed with the bid and submitted to the procuring covered agency certifying that the contractor filed the ST-220-TD with DTF. Proposed contractors should complete and return the certification forms within two business days of request (if the forms are not completed and returned with bid submission). Failure to make either of these filings may render a Bidder non-responsive and non-responsible. Bidders shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Vendors may call DTF at **1-800-698--2909** for any and all questions relating to Section 5-(a) of the Tax Law and relating to a company's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF web site: <http://www.nystax.gov

5.5 Contractor Requirements and Procedures for Equal Employment and Business Participation Opportunities for Minority Group Members and New York State Certified Minority- and Women-Owned Business Enterprises

I. Policy Statement

The New York State Office of General Services ("OGS"), as part of its responsibility, recognizes the need to promote the employment of minority group members and women and to ensure that certified minority- and women-owned business enterprises have opportunities for maximum feasible participation in the performance of OGS contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority- and women-owned business enterprises had a full and fair opportunity to participate in State contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority- and Women-Owned Business Enterprises: Evidence from New York" (the "Disparity Study"). The Disparity Study found evidence of statistically significant disparities between the level of participation of minority- and women-owned business enterprises in State procurement contracting versus the number of minority- and women-owned business enterprises that were ready, willing and able to participate in State procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the Statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that OGS establish goals for maximum feasible participation of New York State certified minority- and women-owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

II. General Provisions

A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State Certified minority- and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, State or local laws.

C. The Contractor further agrees to be bound by the provisions of Article 15-A and the MWBE Regulations. If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

D. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility, breach of contract, withholding of funds, liquidated damages pursuant to clause IX of this section and/or enforcement proceedings as allowed by the Contract.

III. Equal Employment Opportunity (EEO)

A. Contractor shall comply with the provisions of Article 15-A set forth below. These provisions apply to all Contractors, and any subcontractors, awarded a subcontract over $25,000, for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State agency (the "Work") except where the Work is for the beneficial use of the Contractor.

1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.
2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor's equal employment opportunity policy.

B. Form EEO 100 - Staffing Plan.

To ensure compliance with this section, the Contractor agrees to submit or has submitted with the Bid a staffing plan on Form EEO 100 to OGS to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.

C. Form EEO 101 - Workforce Employment Utilization Report ("Workforce Report")

1. If Contractor's Form EEO 100- Staffing Plan provides that Contractor is able to report the actual workforce utilized in the performance of this Contract, the following clause shall apply: Contractor agrees it will, upon request, submit to OGS, a workforce utilization report on Form EEO 101, identifying the workforce actually utilized on the Contract if known.

2. If Contractor's EEO Form 100 - Staffing Plan provides that Contractor is unable to separate out the actual workforce utilized in the performance of the Contract from its total workforce, the following clause shall apply: Contractor and OGS agree that Contractor is unable to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce and that the information provided on the previously submitted Staffing Plan is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

D. Contractor shall comply with the provisions of the Human Rights Law, all other State and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. Contract Goals

A. OGS hereby establishes an overall goal of 15% for MWBE participation, 15% for Minority-Owned Business Enterprises ("MBE") participation and 30% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). The total Contract goal can be obtained by utilizing any combination of MBE and /or WBE participation for subcontracting and supplies acquired under the Contract.

B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract goals established in clause IV-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528. The MWBE Regulations are located at 5 NYCRR § 140 – 145. Questions regarding compliance with MWBE participation goals should be directed to the Designated Contacts within the OGS Office of Minority- and Women Owned Businesses and Community Relations. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women's Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

C. Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract (see clause VII below).

V. MWBE Utilization Plan

A. In accordance with 5 NYCRR § 142.4, Bidders are required to submit a completed Utilization Plan on Form MWBE 100 with their bid.

B. The Utilization Plan shall list the MWBEs the Bidder intends to use to perform the Contract, a description of the Contract scope of work the Bidder intends the MWBE to perform to meet the goals on the Contract, the estimated or, if known, actual dollar amounts to be paid to a MWBE, and performance dates of each component of the Contract that the Bidder intends to be performed by a MWBE. By signing the Utilization Plan, the Bidder acknowledges that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by NYS Certified MWBEs after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OGS.

C. OGS will review the submitted MWBE Utilization Plan and advise the Bidder of OGS acceptance or issue a notice of deficiency within twenty (20) days of receipt.

D. If a notice of deficiency is issued; Bidder agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder and direct the Bidder to submit, within five (5) business days of notification by OGS, a request for a partial or total waiver of MWBE participation goals on Form BDC 333. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

E. OGS may disqualify a Bidder's bid/proposal as being non-responsive under the following circumstances:

(a)If a Bidder fails to submit a MWBE Utilization Plan;
(b)If a Bidder fails to submit a written remedy to a notice of deficiency;
(c)If a Bidder fails to submit a request for waiver; or
(d)If OGS determines that the Bidder has failed to document good faith efforts.

F. If awarded a Contract, Contractor certifies that it will follow the submitted MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in clause IV-A of this Section.

G. Bidder/Contractor further agrees that a failure to submit and/or use such completed MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

VI. Request for Waiver

A. **Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts of the <u>OGS Office of Minority- and Women-Owned Businesses and Community Relations for guidance.</u>**

B. In accordance with 5 NYCRR § 142.7, a Bidder/Contractor who is able to document good faith efforts to meet the goal requirements, as set forth in clause VII below, may submit a request for a partial or total waiver on Form BDC 333, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its MWBE Utilization Plan. If a request for waiver is submitted with the MWBE Utilization Plan and is not accepted by OGS at that time, the provisions of clauses V(C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

D. C. Contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to OGS, but must be made no later than prior to the submission of a request for final payment on the Contract.

D. If OGS, upon review of the MWBE Utilization Plan and Monthly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the contract

goals and no waiver has been issued in regards to such non-compliance, OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE contract goals.

VII. Required Good Faith Efforts

E. In accordance with 5 NYCRR § 142.8, Contractors must document their good faith efforts toward utilizing MWBEs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

F.

G. 1. A list of the general circulation, trade and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers and copies of such solicitations and any responses thereto.

H.

I. 2. A list of the certified MWBEs appearing in the Empire State Development MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.

J.

K. 3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MWBEs.

L.

M. 4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.

N.

O. 5. Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.

P.

Q. 6. Other information deemed relevant to the request.

VIII. Monthly MWBE Contractor Compliance Report

A. In accordance with 5 NYCRR § 142.10, Contractor is required to report Monthly MWBE Contractor Compliance to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achievement of the Contract MWBE goals. OGS requests that all Contractors use the New York State Contract System ("NYSCS") to report subcontractor and supplier payments made by Contractor to MWBEs performing work under the Contract. The NYSCS may be accessed at https://ny.newnycontracts.com/. This is a New York State-based system that all State agencies and authorities will be implementing to ensure uniform contract compliance reporting throughout New York State.

B. When a Contractor receives a payment from a State agency, it is the Contractor's responsibility to pay its subcontractors and suppliers in a timely manner. On or after the first day of each month, the Contractor will receive an email or fax notification ("audit notice") indicating that a representative of its company needs to log-in to the NYSCS to report the company's MWBE subcontractor and supplier payments for the preceding month. The Contractor must also report

when no payments have been made to a subcontractor or supplier in a particular month with entry of a zero dollar value in the NYSCS. Once subcontractor and supplier payments have been entered into the NYSCS, the subcontractor(s) and supplier(s) will receive an email or fax notification advising them to log into the NYSCS to confirm that they actually received the reported payments from the Contractor. It is the Contractor's responsibility to educate its MWBE subcontractors and suppliers about the NYSCS and the need to confirm payments made to them in the NYSCS.

C. To assist in the use of the NYSCS, OGS recommends that all Contractors and MWBE subcontractors and suppliers sign up for the following two webinar trainings offered through the NYSCS: **"Introduction to the System for Vendors"** and "**Contract Compliance Reporting - Vendor Training"** to become familiar with the NYSCS. To view the training schedule and to register visit: https://ny.newnycontracts.com/events.asp

D. As soon as possible after the Contract is approved, Contractor should visit https://ny.newnycontracts.com and click on **"Account Lookup"** to identify the Contractor's account by company name. Contact information should be reviewed and updated if necessary by choosing **"Change Info."** It is important that the staff member who is responsible for reporting payment information for the Contractor be listed as a user in the NYSCS. Users who are not already listed may be added through **"Request New User."** When identifying the person responsible, please add **"- MWBE Contact"** after his or her last name (i.e., John Doe – MWBE Contact) to ensure that the correct person receives audit notices from the NYSCS. NYSCS Technical Support should be contacted for any technical support questions by clicking on the links for "Contact Us & Support" then "Technical Support" on the NYSCS website.

E. <u>If Contractor is</u> unable to report MWBE Contractor Compliance via the NYSCS, Contractor must submit a Monthly MWBE Contractor Compliance Report on Form MWBE 102 to OGS, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: OGS MWBE Office, 29th floor Corning Tower, Empire State Plaza, Albany, NY 12242. Phone: 518-486-9284; Fax: 518-486-9285.

F. <u>It is the Contractor's responsibility</u> to report subcontractor and supplier payments. <u>Failure to respond to payment audits in a timely fashion through the NYSCS, or by paper to OGS, may jeopardize future payments pursuant to the MWBE liquidated damages clause in clause IX below.</u>

IX. Breach of Contract and Liquidated Damages

A. In accordance with Executive Law Section 316-a and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to OGS for liquidated or other appropriate damages, as set forth herein.

B. Such liquidated damages shall be calculated as an amount equaling the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

C. If, after Contractor has been afforded due process to respond to the allegation that it willfully or intentionally failed to comply with the MWBE participation goals, OGS determines that Contractor is liable for liquidated damages and such identified sums have not been withheld by the OGS, Contractor shall pay such liquidated damages to the OGS within sixty (60) days after such determination unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law, in which event the liquidated damages shall be payable if the Director renders a decision in favor of the OGS.

ALL FORMS ARE AVAILABLE AT: http://www.ogs.ny.gov/MWBE/Forms.asp

5.6 Freedom of Information Law / Trade Secrets

During the evaluation process, the content of each bid/bid will be held in confidence and details of any bid/bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process.

SHOULD YOU FEEL YOUR FIRM'S BID/BID CONTAINS ANY SUCH TRADE SECRETS OR OTHER CONFIDENTIAL OR PROPRIETARY INFORMATION, **YOU MUST SUBMIT A REQUEST TO EXCEPT SUCH INFORMATION FROM DISCLOSURE.** SUCH REQUEST MUST BE IN WRITING, MUST STATE THE REASONS WHY THE INFORMATION SHOULD BE EXEMPTED FROM DISCLOSURE AND MUST BE PROVIDED AT THE TIME OF SUBMISSION OF THE SUBJECT INFORMATION.

REQUESTS FOR EXEMPTION OF THE ENTIRE CONTENTS OF A BID/BID FROM DISCLOSURE HAVE GENERALLY NOT BEEN FOUND TO BE MERITORIOUS AND ARE DISCOURAGED. KINDLY LIMIT ANY REQUESTS FOR EXEMPTION OF INFORMATION FROM DISCLOSURE TO BONA FIDE TRADE SECRETS OR SPECIFIC INFORMATION, THE DISCLOSURE OF WHICH WOULD CAUSE A SUBSTANTIAL INJURY TO THE COMPETITIVE POSITION OF YOUR FIRM.

5.7 General Requirements

- The Bidder agrees to adhere to all State and Federal laws and regulations in connection with the contract.
- The Bidder agrees to notify the Office of General Services of any changes in the legal status or principal ownership of the firm, forty five (45) days in advance of said change.
- The Bidder agrees that in any contract resulting from this IFB it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action.
- The Bidder agrees that any contract resulting from this IFB may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of the Commissioner of General Services.
- For reasons of safety and public policy, in any contract resulting from this IFB, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.

- For purposes of any contract resulting from this IFB, the State will not be liable for any expense incurred by the Contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
- The Commissioner's interpretation of specifications shall be final and binding upon the Contractor.
- The Commissioner of General Services will make no allowance or concession to the Bidder for any alleged misunderstanding because of quantity, quality, character, location or other conditions.
- Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality or extent of work to be furnished, it shall be assumed that the Bidder has based its bid on the more expensive option. Final decision will rest with the Commissioner of General Services.
- INSPECTION – For purposes of any contract resulting from this IFB, the quality of service is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that quality of services being performed is not satisfactory and that the requirements of the specifications are not being met, the Commissioner of the Office of General Services may terminate the contract and employ another contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to the State of New York for costs incurred on account thereof.
- STOP WORK ORDER - The Commissioner of General Services reserves the right to stop the work covered by this IFB and any contract(s) resulting there from at any time that it is deemed the successful Bidder is unable or incapable of performing the work to the state's satisfaction. In the event of such stopping, the Office of General Services shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the existing Contractor shall be liable to the State of New York for any such costs on account thereof. In the event that the Office of General Services issues a stop work order for the work as provided herein, the Contractor shall have ten (10) working days to respond thereto before any such stop work order shall become effective.
- It is the Contractor's responsibility to maintain all equipment and materials provided for the work consistent with applicable public safety and health codes.
- The Office of General Services reserves the right to reject any employee hired by the Contractor.

5.8 Contract Terms

All provisions and requirements of, Appendix A Standard Clauses for New York State Contracts, which is attached hereto and forms a part hereof, will be incorporated into any contract resulting from this IFB, and will be binding upon the parties to such contract.

All provisions and requirements, which are attached hereto and form a part hereof, will be incorporated into any contract resulting from this IFB, and will be binding upon the parties to such contract.

It is stipulated and agreed by the parties that the law of the State of New York shall solely and in all respects govern with relation to any dispute, litigation, or interpretation arising out of or connected with any contract resulting from this IFB.

Any contract resulting from this IFB shall not be deemed executed, valid or binding unless and until approved in writing by the Attorney General and the Comptroller of the State of New York.

5.9 Subcontractors

The State will contract only with the successful Bidder who is the Prime Contractor. The Issuing Office considers the Prime Contractor, the sole Contractor with regard to all provisions of the solicitation and the contract resulting from the solicitation. When bidding, any known / planned use of subcontractors must be disclosed in detail with bid submission. If subcontractors are to be used for base scope services,

it shall be understood that the bid price includes the cost of the subcontractor and no additional markups will be allowed. The total of all Subcontractor work during the term of the Contract, exclusive of M/WBE subcontracted work as established in the approved utilization plan, shall not exceed 10% of the total contract value,

No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this IFB or the resultant contract. The Contractor accepts full responsibility for the actions of any employee or subcontractor/subcontractor's employee(s) who carry out any of the provisions of any contract resulting from this IFB.

The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the work in accordance with the contract. The Contractor shall coordinate and control the work of the subcontractors.

The Contractor shall be responsible for informing the subcontractors of all terms, conditions, and requirements of the contract documents. During the term of the Contract, before any part of the contract shall be sublet, the Contractor shall submit to David Brown, Director, OGS Media Services Center (MSC) or his designee, PO Box 2058, Empire State Plaza, Albany, New York 12220, in writing, the name of each proposed subcontractor and obtain written consent to such subcontractor. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor without causing delay in the work of this contract. The Contractor shall promptly furnish such information as the Co-Executive(s) require concerning the proposed subcontractor's ability and qualifications.

The OGS shall be free to accept or reject any proposal/subcontract submitted for State's approval, and Contractor shall provide OGS with copies of all documentation OGS may request in relation to such approval rights.

5.10 Procurement Rights

The State of New York reserves the right to:

1. Reject any and all proposals received in response to this Solicitation.

2. Disqualify a Proposer from receiving the award if the Proposer, or anyone in the Proposer's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.

3. Correct Proposers' mathematical errors and waive or modify other minor irregularities in proposals received, after prior notification to the Proposer.

4. Adjust any Proposer's expected costs of the bid price based on a determination of the evaluation committee that the selection of the said Proposer will cause the State to incur additional costs.

5. Utilize any and all ideas submitted in the proposals received.

6. Negotiate with Proposers responding to this Solicitation within the Solicitation requirements to serve the best interests of the State.

7. Begin contract negotiations with another bidding Contractor(s) in order to serve the best interests of the State of New York should the State of New York be unsuccessful in negotiating a contract with the selected Contractor within 21 days of selection notification.

8. Waive any non-material requirement not met by all Proposers.

9. Not make an award from this Solicitation.

10. Make an award under this Solicitation in whole or in part.

11. Make multiple contract awards pursuant to the Solicitation.

12. Have any service completed via separate competitive bid or other means, as determined to be in the best interest of the State.

13. Seek clarifications of proposals.

14. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the IFB.

15. Prior to the bid opening, amend the IFB specifications to correct errors or oversights, or to supply additional information, as it becomes available.

16. Waive any requirements that are not material.

17. If two or more bids are found to be substantially equivalent, the Commissioner of OGS, at their sole discretion, will determine award using the pre-established process. For best value procurements, cost will be the determining factor.

Please Note: The State is not liable for any cost incurred by a Proposer in the preparation and production of a proposal or for any work performed prior to the issuance of a contract.

5.11 Extent of Services

OGS reserves the right to re-negotiate at its discretion, to reduce the amount of services provided under any contract resulting from this solicitation. Any reduction in services shall be effectuated by written amendment to the contract and subject to approval by the Office of the State Comptroller.

5.12 Right To Know

In accordance with the New York State Toxic Substance Act (Right-to-Know Law) and the United States Occupational Safety and Health Administration's Hazard Communication Standard, the Office of General Services has established and implemented a Right-to-Know/Hazard Communication Program. It is the policy of OGS to provide information and training to advise employees of potentially hazardous substances known to be in the work place. Part of this information is a collection of Material Safety Data Sheets for all chemicals used at State Office Buildings by contract vendors. Before any chemical product is used on or in any building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by the Facility Manager before the chemical is applied.

5.13 Debriefings

Bidders will be accorded fair and equal treatment with respect to their opportunity for debriefing. Prior to contract award, OGS shall, upon request, provide a debriefing which would be limited to review of that bidder's bid. After contract award, OGS shall, upon request, provide a debriefing to any bidder that responded to the IFB, regarding the reason that the bid or bid submitted by the unsuccessful bidder was not selected for a contract award. The post award debriefing should be requested by the bidder within thirty days of contract approval as posted on the OSC website (web address below).

http://wwe1.osc.state.ny.us/transparency/contracts/contractsearch.cfm

5.14 Termination

A. Termination

The Office of General Services may, upon thirty (30) days' notice, terminate the contract resulting from this IFB in the event of the awarded Bidder's failure to comply with any of the proposal's requirements unless the awarded Bidder obtained a waiver of the requirement. In addition, OGS may also terminate any contract resulting from this IFB upon ten (10) days written notice if the Contractor makes any arrangement or assignment for the benefit of the creditors.

Furthermore, OGS shall have the right, in its sole discretion, at any time to terminate a contract resulting from this IFB, or any unit portion thereof, with or without cause, by giving thirty (30) days written notice of termination to the Contractor. Any termination by OGS under this Section shall in no event constitute or be deemed a breach of any contract resulting from this IFB and no liability shall be incurred by or arise against the Office of General Services, its agents and employees therefore for lost profits or any other damages.

B. Procurement Lobbying Termination

The Office of General Services reserves the right to terminate this Agreement in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Office of General Services may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this Agreement.

5.15 NYS Standard Vendor Responsibility Questionnaire

NYS VENDOR RESPONSIBILITY

OGS conducts a review of prospective contractors ("Bidders") to provide reasonable assurances that the Bidder is responsive and responsible. A For-Profit Business Entity Questionnaire (hereinafter "Questionnaire") is used for non-construction contracts and is designed to provide information to assess a Bidder's responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a bid, Bidder agrees to fully and accurately complete the Questionnaire. The Bidder acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Bidder is responsible, and that the State will be relying upon the Bidder's responses to the Questionnaire when making its responsibility determination.

OGS recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller's (OSC) website, http://www.osc.state.ny.us./vendrep/vendor_index.htm or to enroll, go directly to the VendRep System online at https://portal.osc.state.ny.us.

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at http://www.osc.state.ny.us/portal/contactbuss.htm. Bidders opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at:
http://www.osc.state.ny.us/vendrep/forms_vendor.htm

In order to assist the State in determining the responsibility of the Bidder prior to Contract Award, the Bidder must complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the bid due date. A Bidder's Questionnaire cannot be viewed by OGS until the Bidder has certified the Questionnaire. It is recommended that all Bidders become familiar with all of the requirements of the Questionnaire in advance of the bid opening to provide sufficient time to complete the Questionnaire.

The Bidder agrees that if it is awarded a Contract the following shall apply:

- The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- The Commissioner of OGS or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS or her designee issues a written notice authorizing a resumption of performance under the Contract.
- Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of OGS or her designee to be non-responsible. In such event, the Commissioner of OGS or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.
- In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

5.16 New York State Vendor File Registration

Prior to being awarded a contract pursuant to this Solicitation, the Bidder(s) must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, unique New York State ten-digit vendor identification numbers will be assigned to your company for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage all vendor information in one central location for all transactions related to the State of New York. If Bidder is already registered in the New York State Vendor File, list the ten-digit vendor ID number on the Contractor Information page included in Appendix B of this solicitation.

If the Bidder is not currently registered in the Vendor File and is recommended for award, OGS shall request completion of OSC Substitute W-9 Form. A fillable form with instructions can be found at the link below. The Office of General Services will initiate the vendor registration process for all Bidders recommended for Contract Award. Once the process is initiated, registrants will receive an email from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application. For more information on the vendor file please visit the following website: http://www.osc.state.ny.us/vendor_administration
Form to be completed: http://www.osc.state.ny.us/vendors/forms/ac3237_fe.pdf

5.17 Ethics Compliance

All proposers/contractors and their employees must comply with the requirements of §§73 and 74 of the Public Officers Law, other state codes, rules, regulations, and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Contract, the Contractor certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relations, etc., involving New York State and/or its employees. Failure to

comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

5.18 Extension of Use

Any contract resulting from the solicitation may be extended to additional State Agencies upon mutual agreement between the requesting agency, OGS, and the Contractor, and subject to applicable approvals. OGS reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

5.19 Indemnification

The Contractor shall assume all risks of liability for its performance, or that of any of its officers, employees, subcontractors or agents, of any contract resulting from this solicitation and shall be solely responsible and liable for all liabilities, losses, damages, costs or expenses, including attorney's fees, arising from any claim, action or proceeding relating to or in any way connected with the performance of this Agreement and covenants and agrees to indemnify and hold harmless the State of New York, its agents, officers and employees, from any and all claims, suits, causes of action and losses of whatever kind and nature, arising out of or in connection with its performance of any contract resulting from this solicitation, including negligence, active or passive or improper conduct of the Contractor, its officers, agents, subcontractors or employees, or the failure by the Contractor, its officers, agents, subcontractors or employees to perform any obligations or commitments to the State or third parties arising out of or resulting from any contract resulting from this solicitation. Such indemnity shall not be limited to the insurance coverage herein prescribed.

5.20 Force Majeure

Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

5.21 Encouraging Use Of New York State Businesses In Contract Performance

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

5.22 Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance

Article 17-B of the Executive Law enacted in 2014 acknowledges that Service-Disabled Veteran-Owned Businesses (SDVOBs) strongly contribute to the economies of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. SDVOBs can be readily identified on the directory of certified businesses at: http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged to the maximum extent practical and consistent with legal requirements of the State Finance Law and the Executive Law to use responsible and responsive SDVOBs in purchasing and utilizing commodities, services and technology that are of equal quality and functionality to those that may be obtained from non-SDVOBs. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses consistent with current State law.

Utilizing SDVOBs in State contracts will help create more private sector jobs, rebuild New York State's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its SDVOB partners. SDVOBs will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated public procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of SDVOBs by its contractors. The State, therefore, expects bidders/proposers to provide maximum assistance to SDVOBs in their contract performance. The potential participation by all kinds of SDVOBs will deliver great value to the State and its taxpayers.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

January 2014

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. <u>CONFLICTING TERMS</u>. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. <u>GOVERNING LAW</u>. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. <u>LATE PAYMENT</u>. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. <u>NO ARBITRATION</u>. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. <u>SERVICE OF PROCESS</u>. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. <u>PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS</u>. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded

the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. **IRAN DIVESTMENT ACT**. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

IFB Appendix B

Required Forms

Required Forms

The following required forms are to be submitted with the proposer's proposal. The forms include:

- Contractor Information Page
- Corporate Acknowledgement (must be notarized);
- Offerer's Affirmation of Understanding of and Agreement pursuant to New York State Finance Law;
- Offerer Disclosure of Prior Non-Responsibility Determinations;
- Offerer's Certification of Compliance with State Finance Law §139-k(5)
- NYS Required Certifications
- ST-220 -TD Taxation & finance Contractor Certification (Submitted directly to Taxation & Finance)
- ST-220 -CA Taxation and Finance Covered Agency Certification;
- NYS Vendor Responsibility Questionnaire
- Contract Consultant Forms A and B
- Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance

Contractor Information

SOLICITATION NUMBER ____

_____ _____

(Authorized Signature) (Date)

_____ _____

(Print Name) (Title)

_____ _____

(Company Name) (Federal I.D. Number)

_____

(NYS Vendor I.D. Number)

_____

(Address)

_____

(City, State, Zip)

_____

(County)

_____Ext. _____ _____Ext._____

(Telephone Number) (Toll Free Phone)

_____ _____

(Fax Number) (Toll Free Fax Number)

_____

(E-mail)

New York State Small Business as defined in Executive Law Section 310(20) and as detailed in the "New York State Required Certifications" included in Appendix B herein. Circle One: Yes No

New York State Certified Minority Owned Business Circle One: Yes No

New York State Certified Women Owned Business Circle One: Yes No

Do you understand and is your firm capable of meeting the insurance requirements to enter into a contract with New York State? Circle One: Yes No

Will New York State Businesses be used in the performance

of this contract? Circle One: Yes No
If yes, identify New York State Business(es) that will be used; (Attach identifying information).

Does your proposal meet all the requirements of this solicitation? Circle One: Yes No

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF **}**

: ss.:

COUNTY OF **}**

On the _____ day of _____ in the year 20_____, before me personally appeared:_____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he resides at_____.

Town of_____, County of_____, State of_____, and further that:

[Check One]

(☐ If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

(☐ If a corporation): _he is the _____ of _____ , the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

(☐ If a partnership): _he is the _____ of_____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

(☐ If a limited liability company): _he is a duly authorized member of_____, LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

_____

Notary Public
Registration No.

Offerer's Affirmation of Understanding of and Agreement pursuant to New York State Finance Law §139-j (3) and §139-j (6) (b)

New York State Finance Law §139-j(6)(b) provides that:

> Every Governmental Entity shall seek written affirmations from all Offerers as to the Offerer's understanding of and agreement to comply with the Governmental Entity's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three of this section.

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible contacts as required by New York State Finance Law §139-j (3) and §139-j (6) (b).

By: _____ Date:_____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

_____

_____

Offerer Disclosure of Prior

Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Instructions:

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Governmental Entity conducting the Governmental Procurement.

Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:
_____

Address: _____
_____

Name and Title of Person Submitting this Form: _____
_____

Contract Procurement Number: _____

Date:_____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No ___ Yes ___

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No ___ Yes ___

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No ___ Yes ___

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____
_____
_____
_____
_____
_____
_____
_____

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No ___ Yes ___

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

_____

_____

_____

_____

_____

_____

_____

(Add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By:_____ Date:_____

Signature

Offerer's Certification of Compliance
with State Finance Law §139-k(5)

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Offerer that all information provided to the Office of General Services with respect to State Finance Law §139-k is complete, true and accurate.

Offerer Certification:

I certify that all information provided to the Office of General Services with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date:_____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

_____ _____

Procurement Lobbying Termination

The Office of General Services reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Office of General Services may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

NYS REQUIRED CERTIFICATIONS

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Section 165 of the State Finance Law, the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either (answer yes or no to one or both of the following, as applicable):

1. have business operations in Northern Ireland No ☐ Yes ☐ , and if yes:

2. shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of compliance with such principles.
   No ☐ Yes ☐

NON-COLLUSIVE BIDDING CERTIFICATION

In accordance with Section 139-d of the State Finance Law, by submitting its bid each bidder and each person signing on behalf of any other bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor.

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

In the event that the Bidder is unable to certify as stated above, the Bidder shall provide a signed statement which sets forth in detail the reasons why the Bidder is unable to furnish the certificate as required in accordance with State Finance Law § 139-d(1)(b).

DIESEL EMISSION REDUCTION ACT

Pursuant to N.Y. Environmental Conservation Law § 19-0323 (the “Law”) it is a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology (“BART”) and ultra-low sulfur diesel fuel (“ULSD”). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

The Law may be applicable to vehicles used by contract vendors “on behalf of” State agencies and public authorities and require certain reports from contract vendors. All heavy duty diesel vehicles must have

BART by the deadline provided in the Law. The Law also provides a list of exempted vehicles. Regulations set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The Bidder hereby certifies and warrants that all heavy duty vehicles, as defined in the Law, to be used under this contract, will comply with the specifications and provisions of the Law, and 6 NYCRR Parts 248 and 249.

SMALL BUSINESS CERTIFICATIONS

State Finance Law § 163(1)(j) (Authorizes Award of Quantitative Factor Credit for Small Business Status in Evaluation for Best Value Contracts)
For purposes of New York State Finance Law § 163(1)(j), the contractor certifies that it:

__ IS NOT a Small Business as defined in New York State Executive Law § 310(20).

__ IS a Small Business as defined in New York State Executive Law § 310(20).

"Small business" is defined under New York State Executive Law § 310(20) as a business that:

A. has a significant business presence in New York demonstrated through one of the following:
   1. pays taxes in New York State, or
   2. purchases New York State products or materials, or
   3. has any payroll in New York State
B. is independently owned and operated;
C. is not dominant in its field; and,
D. employs less than 300 persons.

State Finance Law § 163(6) (Authorizes Discretionary Purchases of Commodities or Services from Small Business Concerns)
For purposes of New York State Finance Law § 163(6), the contractor certifies that it:

__ IS NOT a Small Business Concern or Small Business as defined in New York State Finance Law § 160(8).

__ IS a Small Business Concern or Small Business as defined in New York State Finance Law § 160(8).

"Small Business Concern" or "Small Business" is defined under New York State Finance Law § 160(8) as a business that:

A. is resident in New York State;
B. is independently owned and operated;
C. is not dominant in its field; and
D. employs 100 or less persons.

By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this Certifications document and that all information provided is complete, true and accurate.

Legal Business Name of Company Bidding:	
D/B/A - Doing Business As (if applicable):	
Bidder's Signature: Title:	Printed or Typed Name: Date:

New York State Department of Taxation and Finance

Contractor Certification to Covered Agency

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-CA

(12/11)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need Help?* on back).

Contractor name				*For covered agency use only* *Contract number or description*
Contractor's principal place of business	City	State	ZIP code	
Contractor's mailing address *(if different than above)*				*Estimated contract value over the full term of contract (but not including renewals)* $
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)			
Contractor's telephone number	Covered agency name			
Covered agency address				*Covered agency telephone number*

I, _____ , hereby affirm, under penalty of perjury, that I am _____
(name) *(title)*

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an **X** *in only one box)*

☐ The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

☐ The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____
(insert contract number or description)

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this ____ day of _____, 20 _____

_____ _____
(sign before a notary public) *(title)*

Instructions

General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency,* with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. See *Need help?* for more information on how to obtain this publication. In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

i. The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);

ii. The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and

iii. The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of $100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the ____ day of _____ in the year 20___ , before me personally appeared_____ ,

known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that

_he resides at _____ ,

Town of _____ ,

County of _____ ,

State of _____; and further that:

[Mark an ***X*** in the appropriate box and complete the accompanying statement.]

☐ (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

☐ (If a corporation): _he is the_____

of_____ , the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): _he is a _____

of_____ , the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ (If a limited liability company): _he is a duly authorized member of _____ , LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

_____
Notary Public

Registration No.
_____

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?

Visit our Web site at ***www.tax.ny.gov***
- get information and manage your taxes online
- check for new online services and features

Telephone assistance

Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082

Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.

Department of Taxation and Finance

Contractor Certification

(Pursuant to Tax Law Section 5-a, as amended, effective April 26, 2006)

ST-220-TD

(4/15)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need help?* below).

Contractor name			
Contractor's principal place of business	City	State	ZIP code
Contractor's mailing address *(if different than above)*	City	State	ZIP code

Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)	Contractor's telephone number ( )
Covered agency or state agency	Contract number or description	Covered agency telephone number ( )
Covered agency address	City / State	ZIP code

Is the estimated contract value over the full term of the contract (but not including renewals) more than $100,000?

Yes ☐ No ☐ Unknown at this time ☐

General information

Tax Law section 5-a, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than $100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file Form ST-220-CA, *Contractor Certification to Covered Agency,* certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and *Individual, Corporation, Partnership, or LLC Acknowledgement* on page 4. If you do not complete these areas, the form will be returned to you for completion.

For more detailed information regarding this form and Tax Law section 5-a, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006)*. See *Need help?* for more information on how to obtain this publication.

Note: Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

NYS TAX DEPARTMENT
DATA ENTRY SECTION
W A HARRIMAN CAMPUS
ALBANY NY 12227-0826

Privacy notification

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our Web site, or, if you do not have Internet access, call and request Publication 54, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

Need help?

Visit our Web site at ***www.tax.ny.gov***

- get information and manage your taxes online
- check for new online services and features

Telephone assistance

Sales Tax Information Center:	(518) 485-2889
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Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.

I, _____ , hereby affirm, under penalty of perjury, that I am _____
(name) *(title)*
of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

Complete Sections 1, 2, and 3 below. Make **only one** entry in each section.

Section 1 – Contractor registration status

☐ The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253, and is listed on Schedule A of this certification.

☐ The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 2 – Affiliate registration status

☐ The contractor does not have any affiliates.

☐ To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the $300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253. The contractor has listed each affiliate exceeding the $300,000 cumulative sales threshold during such quarters on Schedule A of this certification.

☐ To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 3 – Subcontractor registration status

☐ The contractor does not have any subcontractors.

☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the $300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253. The contractor has listed each subcontractor exceeding the $300,000 cumulative sales threshold during such quarters on Schedule A of this certification.

☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this____ day of _____ , 20 _____

_____ _____
(sign before a notary public) *(title)*

Schedule A – Listing of each entity (contractor, affiliate, or subcontractor) exceeding $300,000 cumulative sales threshold

List the contractor, or affiliate, or subcontractor in Schedule A only if such entity exceeded the $300,000 cumulative sales threshold during the specified sales tax quarters. See directions below. For more information, see Publication 223.

A Relationship to contractor	B Name	C Address	D Federal ID number	E Sales tax ID number	F Registration in progress

Column A – Enter ***C*** in column A if the contractor; ***A*** if an affiliate of the contractor; or ***S*** if a subcontractor.

Column B – Name - If the entity is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State, if applicable. If the entity is a partnership or sole proprietor, enter the name of the partnership and each partner's given name, or the given name(s) of the owner(s), as applicable. If the entity has a different DBA (doing business as) name, enter that name as well.

Column C – Address - Enter the street address of the entity's principal place of business. Do not enter a PO box.

Column D – ID number - Enter the federal employer identification number (EIN) assigned to the entity. If the entity is an individual, enter the social security number of that person.

Column E – Sales tax ID number - Enter only if different from federal EIN in column D.

Column F – If applicable, enter an X if the entity has submitted Form DTF-17 to the Tax Department but has not received its certificate of authority as of the date of this certification.

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the ____ day of _____ in the year 20___ , before me personally appeared _____ ,

known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that

_ he resides at _____ ,

Town of _____ ,

County of _____ ,

State of _____; and further that:

*(Mark an **X** in the appropriate box and complete the accompanying statement.)*

☐ (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

☐ (If a corporation): _he is the _____

of _____ , the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): _he is a _____

of _____ , the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ (If a limited liability company): _he is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

_____
Notary Public

Registration No. _____

NYS Vendor Responsibility Questionnaire

OGS recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller's (OSC) website, http://www.osc.state.ny.us./vendrep/vendor_index.htm or to enroll, go directly to the VendRep System online at https://portal.osc.state.ny.us.

EMPLOYEE INFORMATION TO BE REPORTED BY CERTAIN CONSULTANT CONTRACTORS

Instructions for Completing Form A and B

Form A and Form B should be completed for contracts for consulting services in accordance with the following

Form A - Contractor's Planned Employment (to be completed and submitted with bid/quote)

- **Employment Category:** enter the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the planned employees to provide services under the contract.

(Note: Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at online.onetcenter.org to find a list of occupations.)

- **Number of Employees:** enter the total number of employees in the employment category to be employed to provide services under the contract including part time employees and employees of subcontractors.
- **Number of hours:** enter the total number of hours to be worked by the employees in the employment category.
- **Amount Payable under the Contract:** enter the total amount payable by the State to the State contractor under the contract, for work by the employees in the employment category.

Form B – Contractor's Annual Employment Report. (to be completed by May 1st of each year for each consultant contract in effect at any time between the preceding April 1st through March 31st fiscal year and submitted to the Department of Civil Service, Office of the State Comptroller and Office of General Services)

- **Scope of Contract:** choose a general classification of the single category that best fits the predominate nature of the services provided under the contract.
- **Employment Category:** enter the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees providing services under the contract.

(Note: Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at online.onetcenter.org to find a list of occupations.)

- **Number of Employees:** enter the total number of employees in the employment category employed to provide services under the contract during the report period, including part time employees and employees of subcontractors.
- **Number of hours:** enter the total number of hours worked during the report period by the employees in the employment category.
- **Amount Payable under the Contract:** enter the total amount paid by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the report period.

OSC Use Only:
Reporting Code:
Category Code:
Date Contract Approved:

FORM A

State Consultant Services - Contractor's Planned Employment From Contract Start Date Through The End Of The Contract Term

State Agency Name: Agency Code:
Contractor Name: Contract Number:
Contract Start Date: / / Contract End Date: / /

O*Net Employment Category (see O*Net on-line at online.onetcenter.org)	Number of Employees	Number of hours to be worked	Amount Payable Under the Contract
Total this page	0	0	$ 0.00
Grand Total			

Name of person who prepared this report:
Title: Phone #:
Preparer's Signature:
Date Prepared: / /
(Use additional pages, if necessary) Page of

FORM B

OSC Use Only:
Reporting Code:
Category Code:

State Consultant Services
Contractor's Annual Employment Report
Report Period: April 1, to March 31,

Contracting State Agency Name: Agency Code:
Contract Number:
Contract Term: / / to / /
Contractor Name:
Contractor Address:
Description of Services Being Provided:

Scope of Contract (Choose one that best fits):
Analysis ☐ Evaluation ☐ Research ☐ Training ☐
Data Processing ☐ Computer Programming ☐ Other IT consulting ☐
Engineering ☐ Architect Services ☐ Surveying ☐ Environmental Services ☐
Health Services ☐ Mental Health Services ☐
Accounting ☐ Auditing ☐ Paralegal ☐ Legal ☐ Other Consulting ☐

O*Net Employment Category (see O*Net on-line at online.onetcenter.org)	Number of Employees	Number of Hours Worked	Amount Payable Under the Contract
Total this page	0	0	$ 0.00
Grand Total			

Name of person who prepared this report:
Preparer's Signature:_____
Title: Phone #:
Date Prepared: / /

Use additional pages if necessary) Page of

NEW YORK STATE OF OPPORTUNITY | Office of General Services | Division of Service-Disabled Veterans' Business Development

Attachment

Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance

Article 17-B of the Executive Law enacted in 2014 acknowledges that Service-Disabled Veteran-Owned Businesses (SDVOBs) strongly contribute to the economies of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. SDVOBs can be readily identified on the directory of certified businesses at:

http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged to the maximum extent practical and consistent with legal requirements of the State Finance Law and the Executive Law to use responsible and responsive SDVOBs in purchasing and utilizing commodities, services and technology that are of equal quality and functionality to those that may be obtained from non-SDVOBs. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses consistent with current State law.

Utilizing SDVOBs in State contracts will help create more private sector jobs, rebuild New York State's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its SDVOB partners. SDVOBs will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated public procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of SDVOBs by its contractors. The State, therefore, expects bidders/proposers to provide maximum assistance to SDVOBs in their contract performance. The potential participation by all kinds of SDVOBs will deliver great value to the State and its taxpayers.

Bidders/proposers can demonstrate their commitment to the use of SDVOBs by responding to the questions below and including the responses with their bid/proposal:

Are you a bidder/proposer that is a NYS-certified SDVOB? ☐ Yes ☐ No **If yes, what is your DSDVBD Control #?** _____

Will NYS-certified SDVOBs be used in the performance of this contract? ☐ Yes ☐ No

If yes, identify the NYS-certified SDVOBs that will be used below (if more than 4 identified, please attach an additional form):

NYS-Certified SDVOB 1:

Name

Address

Control #	Contract #	Total % Work Performed	$ Amount

Nature of Participation

NYS-Certified SDVOB 2:

Name

Address

Control #	Contract #	Total % Work Performed	$ Amount

Nature of Participation

NYS-Certified SDVOB 3:

Name

Address

Control #	Contract #	Total % Work Performed	$ Amount

Nature of Participation

NYS-Certified SDVOB 4:

Name

Address

Control #	Contract #	Total % Work Performed	$ Amount

Nature of Participation

Contractor will report on ***actual*** participation by each SDVOB during the term of the contract to the contracting agency/authority on a quarterly basis according to policies and procedures set by the contracting agency/authority.

NOTE: Information about set asides for SDVOB participation in public procurement can be found at: http://www.ogs.ny.gov/Core/SDVOBA.asp, which provides guidance for State agencies in making determinations and administering set asides for procurements from SDVOBs.

IFB Appendix C

Sample Contract

STATE OF NEW YORK
OFFICE OF GENERAL SERVICES
AGREEMENT FOR
AUTOMATIC EXTERNAL DEFIBRILLATOR (AED) SERVICE AT LOCATIONS
THROUGHOUT THE STATE
WITH
(CONTRACTOR)
CONTRACT # C00XXXX

THIS AGREEMENT, made this ____ day of _____, 2016 by and between the People of the State of New York, acting by and through the Commissioner of General Services, whose office is on the 41st Floor, Corning Tower Building, the Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242 (hereinafter "Commissioner", "OGS" or "State"), and (Company Name), (hereinafter "Contractor"), with an office at _____.

W I T N E S S E T H:

WHEREAS, the OGS is responsible for the maintenance of its automated external defibrillator equipment and in fulfilling its responsibility deems it necessary to obtain Automatic External Defibrillator (AED) Service at Locations Throughout the State therefore, and

WHEREAS, OGS has determined after having solicited proposals from proposers willing to supply these services, that the Contractor submitted the proposal affording the State the best value for such services and that the Contractor possesses the necessary capacity, experience and expertise for provision of AED service, and that Contractor is ready, willing and able to perform such services on the terms hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties do hereby agree as follows:

1. CONSIDERATION

OGS shall pay the Contractor for all Automatic External Defibrillator (AED) Service fees and other fees and expenses in accordance with the amounts and rates put forth in the Contractor's proposal attached hereto as Appendix "C", which Appendix C is hereby incorporated by reference and made a part hereof as fully as if set forth as length herein. This contract will be established with a not to exceed value of $XXX,XXX.00. Services performed beyond this amount will not be compensated.

SAMPLE

2. TERM

This Agreement shall commence upon OSC approval and will be in effect for five (5) years, unless sooner terminated as herein specified.

3. SERVICES

The Contractor agrees to perform this Agreement and to furnish the services, labor and materials required in connection therewith in accordance with all the specifications, conditions, covenants and representations contained in the Invitation for Bids No. 1969, which is annexed as Appendix "B" hereto, and the Contractor's proposal, annexed as Appendix "C" hereto, except as such Appendices B and C have been revised by the terms hereof. Appendix B is hereby incorporated by reference and made a part hereof with the same force and effect as if set forth at length herein.

4. TERMINATION

This Agreement may be terminated in accordance with the termination provisions set forth in the solicitation attached hereto as Appendix B hereof.

A) Termination
The Office of General Services may, upon thirty (30) days notice, terminate the contract resulting from this solicitation in the event of the awarded Bidder's failure to comply with any of the proposal's requirements unless the awarded Bidder obtained a waiver of the requirement.
In addition, OGS may also terminate any contract resulting from this solicitation upon ten (10) days written notice if the Contractor makes any arrangement for assignment for the benefit of the creditors.

Furthermore, OGS shall have the right, in its sole discretion, at any time to terminate a contract resulting from this solicitation, or any unit portion thereof, with or without cause, by giving thirty (30) days written notice of termination to the Contractor.

Any termination by OGS under this Section shall in no event constitute or be deemed a breach of any contract resulting from this solicitation and no liability shall be incurred by or arise against the Office of General Services, its agents and employees therefore for lost profits or any other damages.

B.) Procurement Lobbying Termination
The Office of General Services reserves the right to terminate this Agreement in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Office of General Services may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this Agreement.

SAMPLE

5. RECORDS

The Contractor will maintain accurate records and accounts of services performed and monies expended under this Agreement. Such records will be maintained for six (6) years following the close of the State fiscal year to which they pertain and will be made available to representatives of OGS or the New York State Comptroller, as may be necessary for auditing purposes, upon request.

6. TAXES

The Contractor will be responsible for all applicable Federal, State and Local taxes and all FICA contributions.

7. INDEPENDENT CONTRACTOR

It is understood and agreed that the legal status of the Contractor, its subcontractors, agents, officers and employees is that of an independent contractor and in no manner shall they be deemed employees or agents of the State of New York and, therefore, are not entitled to any of the benefits associated with such employment or designation.

8. APPENDIX A

Appendix A, Standard Clauses for New York State Contracts, attached hereto, is hereby expressly made a part of this Agreement as fully as if set forth at length herein.

9. ASSIGNMENT

Contractor agrees that it will not assign this Agreement, or any interest therein without the prior written consent of the Commissioner of General Services.

10. LAW

This Agreement shall be governed by the laws of the State of New York.

11. CONDITIONS PRECEDENT

This Agreement shall not be deemed executed, valid or binding unless and until approved in writing by the Attorney General and the State Comptroller.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or

SAMPLE

implied, which is not contained herein shall be binding or valid and this Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties hereto.

13. EXECUTORY CLAUSE

This Agreement shall be deemed executory only to the extent of money available to the State for performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for purposes thereof.

14. INCONSISTENCIES

In the event of any discrepancy, disagreement or ambiguity between this contract agreement and Appendix B "Solicitation" and/or Appendix C "Proposal", or between any Appendices, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity:

(i) Appendix A
(ii) This contract agreement
(iii) Appendix B – Solicitation #1969 including Addenda
(iv) Appendix C – Contractor's Proposal

The parties understand and agree that any and all deviations or exceptions taken by Contractor to the State's Request for Proposal are hereby withdrawn except only to the extent that such exceptions or deviations have been explicitly incorporated into this contract agreement.

15. FORCE MAJEURE

Neither party hereto will be liable for losses, defaults, or damages under this Agreement which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Agreement, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

16. ASSIGNMENT BY STATE

The State agrees not to assign this Agreement without prior notice to and reasonable consent of the Contractor provided, however, that this Agreement may be assigned without such consent to another agency or subdivision of the State pursuant to a governmental reorganization or assignment of functions under which the pertinent functions of OGS as an agency are

SAMPLE

transferred to a successor agency or subdivision of the State.

17. NOTICES

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Agreement shall be in writing and shall be validly given when mailed by registered or certified mail, overnight carrier or hand delivered, (i) if to the State, addressed to the State at its address set forth above, and (ii) if to Contractor, addressed to Contractor at its address set forth above. The parties may from time to time, specify any address in the United States as its address for purpose of notices under this Agreement by giving fifteen (15) days written notice to the other party. The parties agree to mutually designate individuals as their respective representatives for the purposes of this Agreement.

18. CAPTIONS

The captions contained in this Agreement are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

19. SEVERABILITY

In the event that any one or more of the provisions of this Agreement shall for any reason be declared unenforceable under the laws or regulations in force, such provision will not have any effect on the validity of the remainder of this Agreement, which shall then be construed as if such unenforceable provision had never been written or was never contained in this Agreement.

20. INFORMATION SECURITY BREACH

In accordance with the Information and Security Breach Notification Act (ISBNA) (Chapter 442 of the Laws of 2005, as amended by Chapter 491 of the Laws of 2005), a Contractor with OGS shall be responsible for all applicable provisions of the ISBNA and the following terms herein with respect to any private information (as defined in the ISBNA) received by or on behalf of OGS under this Agreement**.**

- Contractor shall supply OGS with a copy of its notification policy, which shall be modified to be in compliance with this provision, as well as OGS's notification policy.

- Contractor must encrypt any database fields and backup tapes that contain private data elements, as set forth in the ISBNA.

- Contractor must ensure that private data elements are encrypted in transit to / from their systems.
- In general, contractor must ensure that private data elements are not displayed to users on computer screens or in printed reports; however, specific users who are authorized to

SAMPLE

view the private data elements and who have been properly authenticated may view/receive such data.

- Contractor must monitor for breaches of security to any of its systems that store or process private data owned by OGS.

- Contractor shall take all steps as set forth in ISBNA to ensure private information shall not be released without authorization from OGS.

- In the event a security breach occurs as defined by ISBNA Contractor shall immediately notify OGS and commence an investigation in cooperation with OGS to determine the scope of the breach.

- Contractor shall also take immediate and necessary steps needed to restore the information security system to prevent further breaches.

- Contractor shall immediately notify OGS following the discovery that OGS's system security has been breached.

- Unless the Contractor is otherwise instructed, Contractor is to first seek consultation and receive authorization from OGS prior to notifying the individuals whose personal identity information was compromised by the breach of security, the State Division of Homeland Security and Emergency Services Enterprise Information Security Office, the Department of State Division of Consumer Protection, the Attorney General's Office or any consuming reporting agencies of a breach of the information security system or concerning any determination to delay notification for law enforcement investigations.

- Contractor shall be responsible for providing all notices required by the ISBNA and for all costs associated with providing said notices.

- This policy and procedure shall not impair the ability of the Attorney General to bring an action against the Contractor to enforce all provisions of the ISBNA or limit the Contractor's liability for any violations of the ISBNA.

21. MWBE/EEO

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

I. General Provisions

A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment,

SAMPLE

materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State Certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

C. The Contractor further agrees to be bound by the provisions of Article 15-A and the MWBE Regulations. If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

D. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to clause VII of this section or enforcement proceedings as allowed by the Contract.

II. Equal Employment Opportunity (EEO)

A. Contractor shall comply with the following provisions of Article 15-A:

1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
2. The Contractor certifies by entering into this Contract that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof is Contractor's equal employment opportunity policy.

B. Form EEO 100 - Staffing Plan.

To ensure compliance with this section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their contract.

C. Form EEO 101 - Workforce Employment Utilization Report ("Workforce Report")

Contractor agrees it is responsible for updating and providing notice to the OGS of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Contract to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.

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D. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

III. Contract Goals

a) OGS hereby establishes an overall goal of 15% for MWBE participation, 15% for Minority-Owned Business Enterprises ("MBE") participation and 30% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). The total contract goal can be obtained by utilizing any combination of MBE and /or WBE participation for subcontracting and supplies acquired under this Contract.

b) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in clause III-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: https://ny.newnycontracts.com/frontend/diversityusers.asp. Questions regarding compliance with MWBE participation goals should be directed to the OGS Office for Minority and Women Owned Business Enterprises.
Additionally, Contractor is encouraged to contact the Division of Minority and Women's Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

c) Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract (see clause VI below) and ensure that the MWBEs utilized under the Contract perform commercially useful functions (see clause III.D below).

d) Commercially Useful Function Requirement
Pursuant to 5 NYCRR § 140.1(f), a MWBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, a MWBE must, where applicable and in accordance with any State Agency specifications, also be responsible, with respect to materials and supplies used on the contract, for ordering and negotiating price, determining quality and quantity and installing. A MWBE does not perform a commercially useful function if its role adds no substantive value and is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of participation. OGS will assess whether a MWBE is performing a commercially useful function by considering the following:

(1) the amount of work subcontracted;
(2) industry practices;
(3) whether the amount the MWBE is to be paid under the contract is

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commensurate with the work it is to perform;

(4) the credit claimed towards MWBE utilization goals for the performance of the work by the MWBE; and

(5) any other relevant factors.

IV. MWBE Utilization Plan

A. Contractor certifies that it has submitted a completed MWBE Utilization Plan on Form MWBE 100 to OGS and will follow such Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in clause III-A of this Section.

B. Contractor further certifies that the MWBEs included in its Utilization Plan will perform commercially useful functions under the Contract. Contractor understands that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Contractor further understands and agrees that MWBEs that do not perform commercially useful functions may not be counted as meeting the MWBE goals of this Contract.

C. Contractor further agrees that a failure to submit and/or use such completed MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Request for Waiver

A. If the Contractor, after making good faith efforts, as set forth in clause VI below, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form (BDC 333) documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the OGS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

B. If the OGS, upon review of the MWBE Utilization Plan and updated Quarterly Workforce Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

C. **Prior to submission of a request for a partial or total waiver, Contractor shall speak to the OGS Office for Minority and Women Owned Business Enterprises for guidance.**

VI. Required Good Faith Efforts

Pursuant to 5 NYCRR § 142.8, evidence of required good faith efforts shall include the following:

(1) A list of the general circulation, trade and MWBE-oriented publications and dates of publications soliciting for certified MWBE participation as a subcontractor/supplier and copies of such solicitation.

SAMPLE

(2) A list of the certified MWBEs appearing in the Empire State Development MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.

(3) Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MWBEs.

(4) A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.

(5) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.

(6) Other information deemed relevant to the request.

VII. Monthly MWBE Contractor Compliance Report

A. Contractor is required to report Monthly MWBE Contractor Compliance to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achievement of the Contract MWBE goals. OGS requests that all Contractors use the New York State Contract System (NYSCS) to report subcontractor and supplier payments made by Contractor to MWBEs performing commercially useful functions under the Contract. The NYSCS may be accessed at https://ny.newnycontracts.com/. This is a New York State-based system that all State agencies and authorities will be implementing to ensure uniform contract compliance reporting throughout New York State.

B. When a Contractor receives a payment from a State Agency Authorized User following a purchase from an OGS NYSPro contract, it is the Contractor's responsibility to pay its subcontractors and suppliers in a timely manner. On or after the first day of each month, the Contractor will receive an e-mail or fax notification ("audit notice") indicating that a representative of its company needs to log-in to the NYSCS to report the company's MWBE subcontractor and supplier payments for the preceding month. The Contractor must also report when no payments have been made to a subcontractor or supplier in a particular month with entry of a zero dollar value in the NYSCS. Once subcontractor and supplier payments have been entered into the NYSCS, the subcontractor(s) and supplier(s) will receive an email or fax notification advising them to log into the NYSCS to confirm that they actually received the reported payments from the Contractor. It is the Contractor's responsibility to educate its MWBE subcontractors and suppliers about the NYSCS and the need to confirm payments made to them in the NYSCS.

C. To assist in the use of the NYSCS, OGS recommends that all Contractors and MWBE subcontractors and suppliers sign up for the following two webinar trainings offered through the NYSCS: **"Introduction to the System for Vendors"** and "**Contract Compliance Reporting - Vendor Training"** to become familiar with the NYSCS. To view the training schedule and to register visit: https://ny.newnycontracts.com/events.asp

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D. As soon as possible after the Contract is approved, Contractor should visit https://ny.newnycontracts.com and click on **"Account Lookup"** to identify the Contractor's account by company name. Contact information should be reviewed and updated if necessary by choosing **"Change Info."** It is important that the staff member who is responsible for reporting payment information for the Contractor be listed as a user in the NYSCS. Users who are not already listed may be added through **"Request New User."** When identifying the person responsible, please add **"- MWBE Contact"** after their last name (i.e John Doe – MWBE Contact) to ensure that the correct person receives audit notices from the NYSCS. NYSCS Technical Support should be contacted for any technical support questions by clicking on the links for "Contact Us & Support" then "Technical Support" on the NYSCS website.

E. If Contractor is unable to report MWBE Contractor Compliance via the NYSCS, Contractor must submit a Monthly MWBE Contractor Compliance Report on Form MWBE 102 to OGS, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: OGS MWBE Office, 29th floor Corning Tower, Empire State Plaza, Albany, NY 12242. Phone: 518-486-9284; Fax: 518-486-9285.

F. It is the Contractor's responsibility to report subcontractor and supplier payments. Failure to respond to payment audits in a timely fashion through the NYSCS, or by paper to OGS, may jeopardize future payments pursuant to the MWBE liquidated damages clause in clause VIII below.

VIII. Breach of Contract and Liquidated Damages

A. In accordance with Executive Law Section 316-a and 5 NYCRR §142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to OGS for liquidated or other appropriate damages, as set forth herein.

B. Such liquidated damages shall be calculated as an amount equaling the difference between:
   1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
   2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

C. In the event a determination has been made, after Contractor has been afforded the process that it is due, which requires the payment of liquidated damages and such identified sums have not been withheld by the OGS, Contractor shall pay such liquidated damages to the OGS within sixty (60) days after such determination unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if the Director renders a decision in favor of the OGS.

ALL FORMS ARE AVAILABLE AT: http://www.ogs.ny.gov/MWBE/Forms.asp

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22. CONTRACTOR RESPONSIBILITY

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS or her designee issues a written notice authorizing a resumption of performance under the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of OGS or her designee to be non-responsible. In such event, the Commissioner of OGS or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

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CONTRACT NO. C00XXXX

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Agency Certification
"In addition to the acceptance of this Contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

(**Company Name**)

THE PEOPLE OF THE STATE OF NEW YORK

By:_____
Name:
Title:
Federal I.D. No.:
Date:

By:_____
Name:
Title:
Date:

APPROVED AS TO FORM
Eric Schneiderman
Attorney General

APPROVED
Thomas P. DiNapoli
State Comptroller

SAMPLE

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF }

: SS.:

COUNTY OF }

On the ____ day of _____ in the year 20 __ , before me personally appeared _____ , known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he resides at _____, Town of _____ , County of _____ , State of _____ ; and further that:

[Check One]

(☐If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

(☐If a corporation): _he is the _____ of _____ , the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

(☐If a partnership): _he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

(☐If a limited liability company): _he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

_____

Notary Public

Registration No._____ **State of:_____**

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Appendix A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

[Text not included at this time because it is included elsewhere in the solicitation. Will be added when contract is finalized]

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Appendix B

Invitation for Bids 1969

SAMPLE

Appendix C

Contractor's Proposal

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IFB Attachment 1

Bid Proposal Form

BID PROPOSAL FORM

Contractor's Name: _____

The Contractor listed above agrees to provide all Defibrillator (AED) Services in accordance with the **specifications of this Invitation for Bid No. 1969**. Furthermore the Contractor's rates are to be inclusive of any and all ancillary costs of performing the services. **Contractors are required to complete, date, sign and submit four (4) original copies of this Bid Proposal form.**

Item 1: Tracking System

Monthly cost for a tracking system $_____ x 12 months =

Item 1 $_____

Item 2: Monthly Charges

Monthly cost for 1 Physician Oversight/Medical Director $_____ per month x 12 Months =

Item 2 $_____

Item 3: Annual Maintenance and Inspection

Per unit rate for maintenance and inspection of all AED listed in Attachment 3 – AED Equipment to be Serviced $_____ x 347 units=

Item 4 $_____

Item 4: CPR and AED Training

Per class rate for CPR and AED Training $_____ X an estimated 24 classes per year =

Item 5 $_____

Item 5: Additional Services

Per floor site survey rate for site surveys $_____ X an estimated 5 floors per year =

Item 6 $_____

Item 6: Yearly Grand Total

Item 1 $_____ + Item 2 $_____+ Item 3 $_____ + Item 4 $_____ + Item 5 $_____ =

Item 7 $_____

NOTE: Bid submitted must include a value for each Item amount listed on the Bid Form. Failure to do so will result in the rejection of the Bid.

SIGN BID HERE _____

Authorized Signature

PRINT NAME _____

TITLE _____

IFB Attachment 2

Bid Submission Checklist

Section	**Checklist Item**
2.2.1	**Technical Proposal**
	4 Originals
2.2	Cover Letter, including requirements listed
2.2	Minimum qualifications, including certification(s)
2.2	Experience and Operational Plan, including maintenance/inspection plan
2.2.2	**Bid Proposal**
	4 Originals
Attachment 1	Bid Proposal Form
2.2	**Administrative Proposal**
	4 Originals of Each
Appendix B	Contractor information Page
Appendix B	Corporate Acknowledgement (must be notarized)
Appendix B	Offerer's Affirmation of Understanding of and Agreement prusant to NYS Finance Law
Appendix B	Offerer Disclosure of Prior Non-Responsibility Determainations
Appendix B	Offerer's Certification of Compliance with State Finance Law §139-k (5)
Appendix B	MacBride & Non-Collusive Bidding Certification
Appendix B	Consultant form
5.4	EEO 100 Staffing Plan (can be found at http://www.ogs.ny.gov/MWBE/Forms.asp)
	Signed copies of all addenda released for this solicitation
	Insurance
	one copy of each required certificate to be supplied if awarded this IFB
5.3	WCL - Workers Compensation (see RFQ for acceptable forms)
5.3	Disability Benefits (see RFQ for acceptable forms)
5.3	Comercial General Liability Insurance
	I certify, with my signature below, that all required information listed above is completed and included in this bid submission.
	Signature *Date*

IFB Attachment 3

AED Equipment to be Serviced

Site	Site Address	Exact Location of AED	Serial Number	Manufacture	Model	Aed Purchase Date	Battery Expiration Date	Battery Insert Date	Adult Electrode Expiration Date	Pediatric Electrode Expiration Date	Spare Electrode Expiration Date
50 Wolf Rd.	Albany, NY 12205	6th Floor - South Elevator Lobby	6019836	Cardiac Science	Powerheart G3 Plus 9390E	4/15/2015	4/15/2019	4/15/2015	8/24/2017	N/A	8/24/2017
50 Wolf Rd.	Albany, NY 12205	1st Floor Nurses Office	6019865	Cardiac Science	Powerheart G3 Plus 9390E	4/15/2015	4/15/2019	4/15/2015	8/24/2017	N/A	8/24/2017
50 Wolf Rd.	Albany, NY 12205	2nd Floor - North Elevator Lobby	6019848	Cardiac Science	Powerheart G3 Plus 9390E	4/15/2015	4/15/2019	4/15/2015	8/24/2017	N/A	8/24/2017
50 Wolf Rd.	Albany, NY 12205	5th Floor South Elevator Lobby	5106626	Cardiac Science	Powerheart G3 Plus 9390E	1/1/2013	1/9/2017	1/9/2013	8/24/2017	N/A	8/24/2017
50 Wolf Rd.	Albany, NY 12205	3rd Floor - North Elevator Lobby	6019853	Cardiac Science	Powerheart G3 Plus 9390E	4/15/2015	4/15/2019	4/15/2015	8/24/2017	N/A	8/24/2017
50 Wolf Rd.	Albany, NY 12205	5th Floor South Elevator Lobby	5106765	Cardiac Science	Powerheart G3 Plus 9390E	1/1/2013	1/14/2017	1/14/2013	8/24/2017	N/A	8/24/2017
50 Wolf Rd.	Albany, NY 12205	3rd Floor - South Elevator Lobby	6019873	Cardiac Science	Powerheart G3 Plus 9390E	4/15/2015	4/15/2019	4/15/2015	8/24/2017	N/A	8/24/2017
50 Wolf Rd.	Albany, NY 12205	1st Floor Security Desk- Main Lobby	4438490	Cardiac Science	Powerheart G3 Plus 9390E	10/28/2013	10/19/2017	10/19/2013	2/29/2016	N/A	2/29/2016
50 Wolf Rd.	Albany, NY 12205	6th Floor - South Elevator Lobby	6019855	Cardiac Science	Powerheart G3 Plus 9390E	4/15/2015	4/15/2019	4/15/2015	8/24/2017	N/A	8/24/2017
50 Wolf Rd.	Albany, NY 12205	2nd Floor South Elevator	4438449	Cardiac Science	Powerheart G3 Plus 9390E	10/25/2013	10/29/2017	10/29/2013	2/29/2016	N/A	2/29/2016
625 Broadway (NYS DEC)	Albany, NY 12233	10th Floor Pantry - Copy Room	6019879	Cardiac Science	Powerheart G3 Plus 9390E	4/15/2015	4/15/2019	4/15/2015	8/24/2017	N/A	8/24/2017
625 Broadway (NYS DEC)	Albany, NY 12233	5th Floor Pantry - Copy Room	6019869	Cardiac Science	Powerheart G3 Plus 9390E	4/15/2015	4/15/2019	4/15/2015	8/24/2017	N/A	8/24/2017
625 Broadway (NYS DEC)	Albany, NY 12233	11 Floor Pantry - Copy Room	6019866	Cardiac Science	Powerheart G3 Plus 9390E	4/15/2015	4/15/2019	4/15/2015	8/24/2017	N/A	8/24/2017
625 Broadway (NYS DEC)	Albany, NY 12233	6th Floor - Wall outside Computer Training Room	6019875	Cardiac Science	Powerheart G3 Plus 9390E	4/15/2015	4/15/2019	4/15/2015	8/24/2017	N/A	8/24/2017
625 Broadway (NYS DEC)	Albany, NY 12233	1st Floor behind Front Security Desk	6019871	Cardiac Science	Powerheart G3 Plus 9390E	4/15/2015	4/15/2019	4/15/2015	8/24/2017	N/A	8/24/2017
625 Broadway (NYS DEC)	Albany, NY 12233	12th Floor Pantry - Copy Room	6019868	Cardiac Science	Powerheart G3 Plus 9390E	4/15/2015	4/15/2019	4/15/2015	8/24/2017	N/A	8/24/2017
625 Broadway (NYS DEC)	Albany, NY 12233	7th Floor - EFC Lunch Room	6019843	Cardiac Science	Powerheart G3 Plus 9390E	4/15/2015	4/15/2019	4/15/2015	8/24/2017	N/A	8/24/2017
625 Broadway (NYS DEC)	Albany, NY 12233	2nd Floor Pantry - Copy Room	6019862	Cardiac Science	Powerheart G3 Plus 9390E	4/15/2015	4/15/2019	4/15/2015	8/24/2017	N/A	8/24/2017
625 Broadway (NYS DEC)	Albany, NY 12233	14th Floor Pantry - Copy Room	6019889	Cardiac Science	Powerheart G3 Plus 9390E	4/15/2015	4/15/2019	4/15/2015	8/24/2017	N/A	8/24/2017
625 Broadway (NYS DEC)	Albany, NY 12233	8th Floor Pantry - Copy Room	6019880	Cardiac Science	Powerheart G3 Plus 9390E	4/15/2015	4/15/2019	4/15/2015	8/24/2017	N/A	8/24/2017
625 Broadway (NYS DEC)	Albany, NY 12233	3rd Floor Pantry - Copy Room	6019861	Cardiac Science	Powerheart G3 Plus 9390E	4/15/2015	4/15/2019	4/15/2015	8/24/2017	N/A	8/24/2017
625 Broadway (NYS DEC)	Albany, NY 12233	9th Floor Pantry - Copy Room	6019841	Cardiac Science	Powerheart G3 Plus 9390E	4/15/2015	4/15/2019	4/15/2015	8/24/2017	N/A	8/24/2017
625 Broadway (NYS DEC)	Albany, NY 12233	4th Floor Pantry - Copy Room	6019854	Cardiac Science	Powerheart G3 Plus 9390E	4/15/2015	4/15/2019	4/15/2015	8/24/2017	N/A	8/24/2017
Adam Clayton Powell, Jr. State Office Building	163 West 125th Street, New York, NY 10027	Floor 8; East elevator bank wall, by stairwell B e	4172361	Cardiac Science	Powerheart G3 Plus 9390E	3/21/2008	3/13/2016	3/13/2012	8/24/2017	6/30/2016	9/30/2016
Adam Clayton Powell, Jr. State Office Building	163 West 125th Street, New York, NY 10027	Floor 4; East elevator bank wall, by stairwell B e	4172243	Cardiac Science	Powerheart G3 Plus 9390E	3/21/2008	3/13/2016	3/13/2012	8/24/2017	N/A	9/30/2016
Adam Clayton Powell, Jr. State Office Building	163 West 125th Street, New York, NY 10027	Floor 15; East elevator bank wall, by stairwell B	4159409	Cardiac Science	Powerheart G3 Plus 9390E	3/21/2008	3/13/2016	3/13/2012	8/24/2017	N/A	9/30/2016
Adam Clayton Powell, Jr. State Office Building	163 West 125th Street, New York, NY 10027	Floor 17; East elevator bank wall, by stairwell B	4172394	Cardiac Science	Powerheart G3 Plus 9390E	3/21/2008	3/13/2016	3/13/2012	8/24/2017	N/A	9/30/2016
Adam Clayton Powell, Jr. State Office Building	163 West 125th Street, New York, NY 10027	Floor 13; East elevator bank wall, by stairwell B	4172254	Cardiac Science	Powerheart G3 Plus 9390E	3/21/2008	3/13/2016	3/13/2012	8/24/2017	N/A	9/30/2016
Adam Clayton Powell, Jr. State Office Building	163 West 125th Street, New York, NY 10027	Floor 3; East elevator bank wall; by stairwell B e	4159596	Cardiac Science	Powerheart G3 Plus 9390E	3/21/2008	8/15/2016	8/15/2012	8/24/2017	6/30/2016	9/30/2016
Adam Clayton Powell, Jr. State Office Building	163 West 125th Street, New York, NY 10027	Floor 19 Engineering Mechanical Room; East wall by	4172280	Cardiac Science	Powerheart G3 Plus 9390E	3/21/2008	3/13/2016	3/13/2012	8/24/2017	N/A	9/30/2016
Adam Clayton Powell, Jr. State Office Building	163 West 125th Street, New York, NY 10027	Floor sub-cellar; elevator bank wall next to mail	4159598	Cardiac Science	Powerheart G3 Plus 9390E	3/21/2008	3/13/2016	3/13/2012	8/24/2017	N/A	9/30/2016
Adam Clayton Powell, Jr. State Office Building	163 West 125th Street, New York, NY 10027	Floor Lobby; East wall by the Security Desk	4172328	Cardiac Science	Powerheart G3 Plus 9390E	3/21/2008	3/13/2016	3/13/2012	8/24/2017	6/30/2016	9/30/2016

Site	Site Address	Exact Location of AED	Serial Number	Manufacture	Model	Aed Purchase Date	Battery Expiration Date	Battery Insert Date	Adult Electrode Expiration Date	Pediatric Electrode Expiration Date	Spare Electrode Expiration Date
Adam Clayton Powell, Jr. State Office Building	163 West 125th Street, New York, NY 10027	Floor Cellar; East tunnel elevator # 9, Maintenanc	4159632	Cardiac Science	Powerheart G3 Plus 9390E	3/21/2008	3/13/2016	3/13/2012	8/24/2017	N/A	9/30/2016
Adam Clayton Powell, Jr. State Office Building	163 West 125th Street, New York, NY 10027	Floor 10; Engineering Mechanical Room; East wall s	4172337	Cardiac Science	Powerheart G3 Plus 9390E	3/21/2008	3/13/2016	3/13/2012	8/24/2017	N/A	9/30/2016
Adam Clayton Powell, Jr. State Office Building	163 West 125th Street, New York, NY 10027	Floor 6; East elevator bank wall, by stairwell B e	4172226	Cardiac Science	Powerheart G3 Plus 9390E	3/21/2008	3/13/2016	3/13/2012	8/24/2017	N/A	9/30/2016
Agency Building 1		Floor 12 Elevator Bay	4166965	Cardiac Science	Powerheart G3 Plus 9390E	2/21/2008	3/8/2016	3/8/2012	8/24/2017	N/A	8/24/2017
Agency Building 1		Floor 6 Elevator Bay	4163744	Cardiac Science	Powerheart G3 Plus 9390E	2/21/2008	3/8/2016	3/8/2012	8/24/2017	N/A	8/24/2017
Agency Building 1		Floor 20- Elevator Bay	4167069	Cardiac Science	Powerheart G3 Plus 9390E	2/21/2008	3/8/2016	3/8/2012	8/24/2017	N/A	8/24/2017
Agency Building 1		Floor 14 Elevator Bay	4163841	Cardiac Science	Powerheart G3 Plus 9390E	2/21/2008	3/8/2016	3/8/2012	8/24/2017	N/A	8/24/2017
Agency Building 1		Floor P3	4167203	Cardiac Science	Powerheart G3 Plus 9390E	2/21/2008	3/8/2016	3/8/2012	9/30/2016	N/A	8/24/2017
Agency Building 1		Floor 18-Elevator Bay	4163846	Cardiac Science	Powerheart G3 Plus 9390E	2/21/2008	3/8/2016	3/8/2012	8/24/2017	N/A	8/24/2017
Agency Building 1		Floor 16-Elevator Bay	4167248	Cardiac Science	Powerheart G3 Plus 9390E	2/21/2008	3/8/2016	3/8/2012	8/24/2017	N/A	8/24/2017
Agency Building 1		Floor 2 Elevator Bay	4163847	Cardiac Science	Powerheart G3 Plus 9390E	2/21/2008	3/8/2016	3/8/2012	8/24/2017	N/A	8/24/2017
Agency Building 1		Floor 10 Elevator Bay	4163454	Cardiac Science	Powerheart G3 Plus 9390E	2/21/2008	3/8/2016	3/8/2012	8/24/2017	N/A	8/24/2017
Agency Building 1		Floor 4 Elevator Bay	4163895	Cardiac Science	Powerheart G3 Plus 9390E	2/21/2008	3/8/2016	3/8/2012	8/24/2017	N/A	8/24/2017
Agency Building 1		Floor 8 Elevator Bay	4163546	Cardiac Science	Powerheart G3 Plus 9390E	2/21/2008	3/8/2016	3/8/2012	8/24/2017	N/A	8/24/2017
Agency Building 2		Floor 20 Elevator Bay	4167242	Cardiac Science	Powerheart G3 Plus 9390E	2/26/2008	3/8/2016	3/8/2012	8/24/2017	N/A	8/24/2017
Agency Building 2		Floor 12 Elevator Bay	4167149	Cardiac Science	Powerheart G3 Plus 9390E	2/26/2008	3/8/2016	3/8/2012	8/24/2017	N/A	8/24/2017
Agency Building 2		Floor P3	4167243	Cardiac Science	Powerheart G3 Plus 9390E	2/26/2008	3/8/2016	3/8/2012	8/24/2017	N/A	8/24/2017
Agency Building 2		Floor 4 Elevator Bay	4167163	Cardiac Science	Powerheart G3 Plus 9390E	2/26/2008	3/8/2016	3/8/2012	8/24/2017	N/A	8/24/2017
Agency Building 2		Floor 8 Elevator Bay	4167247	Cardiac Science	Powerheart G3 Plus 9390E	2/26/2008	3/8/2016	3/8/2012	8/24/2017	N/A	8/24/2017
Agency Building 2		Floor 14 Elevator Bay	4167166	Cardiac Science	Powerheart G3 Plus 9390E	2/26/2008	3/8/2016	3/8/2012	8/24/2017	N/A	8/24/2017
Agency Building 2		Floor 2 Elevator Bay	4167261	Cardiac Science	Powerheart G3 Plus 9390E	2/26/2008	3/8/2016	3/8/2012	8/24/2017	N/A	8/24/2017
Agency Building 2		Floor 16 Elevator Bay	4167174	Cardiac Science	Powerheart G3 Plus 9390E	2/26/2008	3/8/2016	3/8/2012	8/24/2017	N/A	8/24/2017
Agency Building 2		Floor 6 Elevator Bay	4163881	Cardiac Science	Powerheart G3 Plus 9390E	2/26/2008	3/8/2016	3/8/2012	8/24/2017	N/A	8/24/2017
Agency Building 2		Floor 10 Elevator Bay	4167188	Cardiac Science	Powerheart G3 Plus 9390E	2/26/2008	3/8/2016	3/8/2012	8/24/2017	N/A	8/24/2017
Agency Building 2		Floor 18 Elevator Bay	4167030	Cardiac Science	Powerheart G3 Plus 9390E	2/26/2008	3/8/2016	3/8/2012	8/24/2017	N/A	8/24/2017
Agency Building 3		Floor 10 Elevator Bay	4167175	Cardiac Science	Powerheart G3 Plus 9390E	2/26/2008	3/16/2016	3/16/2012	8/31/2016	N/A	8/31/2016
Agency Building 3		Floor 8 Elevator Bay	4166979	Cardiac Science	Powerheart G3 Plus 9390E	2/26/2008	3/16/2016	3/16/2012	8/31/2016	N/A	8/31/2016
Agency Building 3		Floor 18 Elevator Bay	4167205	Cardiac Science	Powerheart G3 Plus 9390E	2/26/2008	3/16/2016	3/16/2012	8/31/2016	N/A	8/31/2016
Agency Building 3		Floor 2 Elevator Bay	4167018	Cardiac Science	Powerheart G3 Plus 9390E	2/26/2008	3/16/2016	3/16/2012	8/31/2016	N/A	8/31/2016
Agency Building 3		Floor 14 Elevator Bay	4167220	Cardiac Science	Powerheart G3 Plus 9390E	2/26/2008	3/16/2016	3/16/2012	8/31/2016	N/A	8/31/2016
Agency Building 3		Floor 20 Elevator Bay	4167039	Cardiac Science	Powerheart G3 Plus 9390E	2/26/2008	3/16/2016	3/16/2012	8/31/2016	N/A	8/31/2016
Agency Building 3		Floor 6 Elevator Bay	4167238	Cardiac Science	Powerheart G3 Plus 9390E	2/26/2008	3/16/2016	3/16/2012	8/31/2016	N/A	8/31/2016
Agency Building 3		Floor 16 Elevator Bay	4167073	Cardiac Science	Powerheart G3 Plus 9390E	2/26/2008	3/16/2016	3/16/2012	8/31/2016	N/A	8/31/2016
Agency Building 3		Floor 4 Elevator Bay	4360799	Cardiac Science	Powerheart G3 Plus 9390E	2/26/2008	3/16/2016	3/16/2012	8/31/2016	N/A	8/31/2016
Agency Building 3		Floor 12 Elevator Bay	4167172	Cardiac Science	Powerheart G3 Plus 9390E	2/26/2008	3/16/2016	3/16/2012	8/31/2016	N/A	8/31/2016
Agency Building 3		Floor P1	4166971	Cardiac Science	Powerheart G3 Plus 9390E	2/26/2008	3/16/2016	3/16/2012	8/31/2016	N/A	8/31/2016
Agency Building 4		Floor 2- Elevator Bay	4167083	Cardiac Science	Powerheart G3 Plus 9390E	2/27/2008	7/12/2016	7/12/2012	8/31/2016	N/A	8/31/2016
Agency Building 4		Floor 20- Elevator Bay	4166943	Cardiac Science	Powerheart G3 Plus 9390E	2/27/2008	3/16/2016	3/16/2012	8/31/2016	N/A	8/31/2016
Agency Building 4		Floor 4- Elevator Bay	4167207	Cardiac Science	Powerheart G3 Plus 9390E	2/27/2008	3/16/2016	3/16/2012	8/31/2016	N/A	8/31/2016
Agency Building 4		Floor 18- Elevator Bay	4166993	Cardiac Science	Powerheart G3 Plus 9390E	2/27/2008	3/16/2016	3/16/2012	8/31/2016	N/A	8/31/2016
Agency Building 4		Floor 14- Elevator Bay	4167215	Cardiac Science	Powerheart G3 Plus 9390E	2/27/2008	3/16/2016	3/16/2012	8/31/2016	N/A	8/31/2016
Agency Building 4		Floor10- Elevator Bay	4167013	Cardiac Science	Powerheart G3 Plus 9390E	2/27/2008	3/16/2016	3/16/2012	8/31/2016	N/A	8/31/2016
Agency Building 4		Floor P1 Elevator Bay	4167222	Cardiac Science	Powerheart G3 Plus 9390E	2/27/2008	3/16/2016	3/16/2012	8/31/2016	N/A	8/31/2016
Agency Building 4		Floor 8- Elevator Bay	4167040	Cardiac Science	Powerheart G3 Plus 9390E	2/27/2008	3/16/2016	3/16/2012	8/31/2016	N/A	8/31/2016
Agency Building 4		Floor 12- Elevator Bay	4167259	Cardiac Science	Powerheart G3 Plus 9390E	2/27/2008	3/16/2016	3/16/2012	8/31/2016	N/A	8/31/2016
Agency Building 4		Floor 6- Elevator Bay	4167081	Cardiac Science	Powerheart G3 Plus 9390E	2/27/2008	3/16/2016	3/16/2012	8/31/2016	N/A	8/31/2016
Agency Building 4		Floor 16- Elevator Bay	4165853	Cardiac Science	Powerheart G3 Plus 9390E	2/27/2008	3/16/2016	3/16/2012	8/31/2016	N/A	8/31/2016

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Alfred E. Smith State Office Building		Floor 06 Column F8	4165922	Cardiac Science	Powerheart G3 Plus 9390E	3/3/2008	3/10/2016	3/10/2012	9/30/2016	N/A	9/30/2016
Alfred E. Smith State Office Building		Floor 23 Column F9	4163899	Cardiac Science	Powerheart G3 Plus 9390E	3/3/2008	3/10/2016	3/10/2012	9/30/2016	N/A	9/30/2016
Alfred E. Smith State Office Building		Floor 31- outside stairway 2	4167180	Cardiac Science	Powerheart G3 Plus 9390E	3/3/2008	3/10/2016	3/10/2012	9/30/2016	N/A	9/30/2016
Alfred E. Smith State Office Building		Floor 09 Column F8	4163752	Cardiac Science	Powerheart G3 Plus 9390E	3/3/2008	3/10/2016	3/10/2012	9/30/2016	N/A	9/30/2016
Alfred E. Smith State Office Building		Floor 22 Column G10	4167068	Cardiac Science	Powerheart G3 Plus 9390E	3/3/2008	3/10/2016	3/10/2012	9/30/2016	N/A	9/30/2016
Alfred E. Smith State Office Building		Floor 10 Column F8	4163646	Cardiac Science	Powerheart G3 Plus 9390E	3/3/2008	3/10/2016	3/10/2012	9/30/2016	N/A	9/30/2016
Alfred E. Smith State Office Building		Floor 11 Column F8	4166945	Cardiac Science	Powerheart G3 Plus 9390E	3/3/2008	3/10/2016	3/10/2012	9/30/2016	N/A	9/30/2016
Alfred E. Smith State Office Building		Floor 08 Column F8	4163919	Cardiac Science	Powerheart G3 Plus 9390E	3/3/2008	3/10/2016	3/10/2012	9/30/2016	N/A	9/30/2016
Alfred E. Smith State Office Building		Floor 30-Pantry	4167221	Cardiac Science	Powerheart G3 Plus 9390E	3/3/2008	3/10/2016	3/10/2012	9/30/2016	N/A	9/30/2016
Alfred E. Smith State Office Building		Floor 20 Column F10	4163765	Cardiac Science	Powerheart G3 Plus 9390E	3/3/2008	3/10/2016	3/10/2012	9/30/2016	6/30/2016	9/30/2016
Alfred E. Smith State Office Building		Floor 03 Column F8	4167080	Cardiac Science	Powerheart G3 Plus 9390E	3/3/2008	3/10/2016	3/10/2012	9/30/2016	N/A	9/30/2016
Alfred E. Smith State Office Building		Floor 14 Column F10	4163651	Cardiac Science	Powerheart G3 Plus 9390E	3/3/2008	3/10/2016	3/10/2012	9/30/2016	N/A	9/30/2016
Alfred E. Smith State Office Building		Floor 19 Column F10	4167014	Cardiac Science	Powerheart G3 Plus 9390E	3/3/2008	3/10/2016	3/10/2012	9/30/2016	6/30/2016	9/30/2016
Alfred E. Smith State Office Building		Basement Column F8	4165733	Cardiac Science	Powerheart G3 Plus 9390E	3/3/2008	3/10/2016	3/10/2012	9/30/2016	N/A	9/30/2016
Alfred E. Smith State Office Building		Floor 12 Column F8	4167240	Cardiac Science	Powerheart G3 Plus 9390E	3/3/2008	3/10/2016	3/10/2012	9/30/2016	N/A	9/30/2016
Alfred E. Smith State Office Building		Floor 18 Column F10	4163777	Cardiac Science	Powerheart G3 Plus 9390E	3/3/2008	3/10/2016	3/10/2012	9/30/2016	N/A	9/30/2016
Alfred E. Smith State Office Building		Floor 01 Entry Hall Security Desk	4167150	Cardiac Science	Powerheart G3 Plus 9390E	3/3/2008	3/10/2016	3/10/2012	9/30/2016	6/30/2016	9/30/2016
Alfred E. Smith State Office Building		Floor 17 Column F10	4163652	Cardiac Science	Powerheart G3 Plus 9390E	3/3/2008	3/10/2016	3/10/2012	9/30/2016	N/A	9/30/2016
Alfred E. Smith State Office Building		Floor 16 Column F10	4167037	Cardiac Science	Powerheart G3 Plus 9390E	3/3/2008	3/10/2016	3/10/2012	9/30/2016	N/A	9/30/2016
Alfred E. Smith State Office Building		Floor 05 Column F8	4163801	Cardiac Science	Powerheart G3 Plus 9390E	3/3/2008	3/10/2016	3/10/2012	9/30/2016	N/A	9/30/2016
Alfred E. Smith State Office Building		Floor 13 Column F10	4165859	Cardiac Science	Powerheart G3 Plus 9390E	3/3/2008	3/10/2016	3/10/2012	9/30/2016	N/A	9/30/2016
Alfred E. Smith State Office Building		Floor 24 Column G11	4167249	Cardiac Science	Powerheart G3 Plus 9390E	3/3/2008	3/10/2016	3/10/2012	9/30/2016	N/A	9/30/2016
Alfred E. Smith State Office Building		Floor 28-Pantry	4167151	Cardiac Science	Powerheart G3 Plus 9390E	3/3/2008	3/10/2016	3/10/2012	9/30/2016	N/A	9/30/2016
Alfred E. Smith State Office Building		Floor 29 in Pantry	4163662	Cardiac Science	Powerheart G3 Plus 9390E	3/3/2008	3/10/2016	3/10/2012	9/30/2016	N/A	9/30/2016
Alfred E. Smith State Office Building		Floor 04 Column F8	4163597	Cardiac Science	Powerheart G3 Plus 9390E	3/3/2008	3/10/2016	3/10/2012	9/30/2016	N/A	9/30/2016

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Alfred E. Smith State Office Building		Floor 21 Outside Elevators 17	4167046	Cardiac Science	Powerheart G3 Plus 9390E	3/3/2008	3/10/2016	3/10/2012	9/30/2016	N/A	9/30/2016
Alfred E. Smith State Office Building		Floor 25 Column F11	4165877	Cardiac Science	Powerheart G3 Plus 9390E	3/3/2008	3/10/2016	3/10/2012	9/30/2016	N/A	9/30/2016
Alfred E. Smith State Office Building		Floor 27-Pantry	4167262	Cardiac Science	Powerheart G3 Plus 9390E	3/3/2008	3/10/2016	3/10/2012	9/30/2016	N/A	9/30/2016
Alfred E. Smith State Office Building		Cellar Column D9	4163829	Cardiac Science	Powerheart G3 Plus 9390E	3/3/2008	3/10/2016	3/10/2012	9/30/2016	N/A	9/30/2016
Alfred E. Smith State Office Building		Floor 26-Column F9	4167162	Cardiac Science	Powerheart G3 Plus 9390E	3/3/2008	3/10/2016	3/10/2012	9/30/2016	N/A	9/30/2016
Alfred E. Smith State Office Building		Floor 15 Column F10	4163671	Cardiac Science	Powerheart G3 Plus 9390E	3/3/2008	3/10/2016	3/10/2012	9/30/2016	N/A	9/30/2016
Alfred E. Smith State Office Building		Floor 02 Column F8	4163605	Cardiac Science	Powerheart G3 Plus 9390E	3/3/2008	3/10/2016	3/10/2012	9/30/2016	N/A	9/30/2016
Alfred E. Smith State Office Building		Floor 07 Column F8	4167067	Cardiac Science	Powerheart G3 Plus 9390E	3/3/2008	3/10/2016	3/10/2012	9/30/2016	N/A	9/30/2016
Binghamton State Office Building (Hawley St.)	44 Hawley St, Binghamton, NY 13901	14th Floor South Wall Elevator Lobby	4167209	Cardiac Science	Powerheart G3 Plus 9390E	3/18/2008	3/23/2016	3/23/2012	8/24/2017	N/A	8/24/2017
Binghamton State Office Building (Hawley St.)	44 Hawley St, Binghamton, NY 13901	4th Floor South Wall Elevator Lobby	4167045	Cardiac Science	Powerheart G3 Plus 9390E	3/18/2008	3/23/2016	3/23/2012	8/24/2017	N/A	8/24/2017
Binghamton State Office Building (Hawley St.)	44 Hawley St, Binghamton, NY 13901	2nd Floor- South wall Elevator lobby	4167223	Cardiac Science	Powerheart G3 Plus 9390E	3/18/2008	3/23/2016	3/23/2012	8/24/2017	N/A	8/24/2017
Binghamton State Office Building (Hawley St.)	44 Hawley St, Binghamton, NY 13901	Sub-Basement Elevator	4167048	Cardiac Science	Powerheart G3 Plus 9390E	3/18/2008	3/23/2016	3/23/2012	8/24/2017	N/A	8/24/2017
Binghamton State Office Building (Hawley St.)	44 Hawley St, Binghamton, NY 13901	18th Floor South Wall Elevator Lobby	4165748	Cardiac Science	Powerheart G3 Plus 9390E	3/18/2008	3/23/2016	3/23/2012	8/24/2017	N/A	8/24/2017
Binghamton State Office Building (Hawley St.)	44 Hawley St, Binghamton, NY 13901	Basement	4172275	Cardiac Science	Powerheart G3 Plus 9390E	4/1/2008	3/23/2016	3/23/2012	8/24/2017	N/A	8/24/2017
Binghamton State Office Building (Hawley St.)	44 Hawley St, Binghamton, NY 13901	16th Floor South Wall Elevator Lobby	4167065	Cardiac Science	Powerheart G3 Plus 9390E	3/18/2008	3/23/2016	3/23/2012	8/24/2017	N/A	8/24/2017
Binghamton State Office Building (Hawley St.)	44 Hawley St, Binghamton, NY 13901	First Floor Elevator (Main Floor)	4165758	Cardiac Science	Powerheart G3 Plus 9390E	3/18/2008	3/23/2016	3/23/2012	8/24/2017	6/30/2016	8/24/2017
Binghamton State Office Building (Hawley St.)	44 Hawley St, Binghamton, NY 13901	8th Floor South Wall Elevator Lobby	4167193	Cardiac Science	Powerheart G3 Plus 9390E	3/18/2008	3/23/2016	3/23/2012	8/24/2017	N/A	8/24/2017
Binghamton State Office Building (Hawley St.)	44 Hawley St, Binghamton, NY 13901	6th Floor South Wall Elevator Lobby	4165833	Cardiac Science	Powerheart G3 Plus 9390E	3/18/2008	3/23/2016	3/23/2012	8/24/2017	N/A	8/24/2017
Binghamton State Office Building (Hawley St.)	44 Hawley St, Binghamton, NY 13901	12th Floor South Wall Elevator Lobby	4167200	Cardiac Science	Powerheart G3 Plus 9390E	3/18/2008	3/23/2016	3/23/2012	8/24/2017	N/A	8/24/2017
Binghamton State Office Building (Hawley St.)	44 Hawley St, Binghamton, NY 13901	10th Floor South Wall Elevator Lobby	4166935	Cardiac Science	Powerheart G3 Plus 9390E	3/18/2008	3/23/2016	3/23/2012	8/24/2017	N/A	8/24/2017
Campus Building 04	1220 Washington Avenue, Albany, NY 12226-1851	Ground Floor Lobby by stairwell	4172252	Cardiac Science	Powerheart G3 Plus 9390E	3/10/2008	3/26/2016	3/26/2012	8/24/2017	6/30/2016	8/24/2017
Campus Building 04	1220 Washington Avenue, Albany, NY 12226-1851	2nd Floor by stairwell C	4172342	Cardiac Science	Powerheart G3 Plus 9390E	3/10/2008	3/26/2016	3/26/2012	8/24/2017	N/A	8/24/2017
Campus Building 05	1220 Washington Avenue, Albany, NY 12226-1851		6019810	Cardiac Science	Powerheart G3 Plus 9390E	N/A	4/30/2019	4/30/2015	8/24/2017	N/A	8/24/2017
Campus Building 05	1220 Washington Avenue, Albany, NY 12226-1851		6019822	Cardiac Science	Powerheart G3 Plus 9390E	4/10/2015	4/30/2019	N/A	8/24/2017	N/A	8/24/2017
Campus Building 05	1220 Washington Avenue, Albany, NY 12226-1851		6019839	Cardiac Science	Powerheart G3 Plus 9390E	4/10/2015	4/30/2019	N/A	8/24/2017	N/A	8/24/2017

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Campus Building 05	1220 Washington Avenue, Albany, NY 12226-1851		6019820	Cardiac Science	Powerheart G3 Plus 9390E	N/A	4/30/2019	N/A	8/24/2017	N/A	8/24/2017
Campus Building 05	1220 Washington Avenue, Albany, NY 12226-1851		6019835	Cardiac Science	Powerheart G3 Plus 9390E	4/10/2015	4/30/2019	N/A	8/24/2017	N/A	8/24/2017
Campus Building 05	1220 Washington Avenue, Albany, NY 12226-1851		6019823	Cardiac Science	Powerheart G3 Plus 9390E	4/10/2015	4/30/2019	N/A	8/24/2017	N/A	8/24/2017
Campus Building 05	1220 Washington Avenue, Albany, NY 12226-1851		6019818	Cardiac Science	Powerheart G3 Plus 9390E	4/10/2015	4/30/2019	N/A	8/24/2017	N/A	8/24/2017
Campus Building 06	1220 Washington Avenue, Albany, NY 12226-1851	Second floor elevator lobby	4417800	Cardiac Science	Powerheart G3 Plus 9390E	4/23/2013	5/15/2017	5/15/2013	8/24/2017	N/A	8/24/2017
Campus Building 06	1220 Washington Avenue, Albany, NY 12226-1851	Thrd floor elevator lobby	4417804	Cardiac Science	Powerheart G3 Plus 9390E	4/22/2013	5/15/2017	5/15/2013	8/24/2017	N/A	8/24/2017
Campus Building 06	1220 Washington Avenue, Albany, NY 12226-1851	First floor elevator lobby	4417936	Cardiac Science	Powerheart G3 Plus 9390E	4/23/2013	5/15/2017	5/15/2013	8/24/2017	4/27/2017	8/24/2017
Campus Building 07	1220 Washington Avenue, Albany, NY 12226-1851	3rd floor elevator lobby	CB4142265	Cardiac Science	Powerheart G3 Plus 9390E	3/10/2008	3/27/2016	3/27/2012	8/24/2017	N/A	8/24/2017
Campus Building 07	1220 Washington Avenue, Albany, NY 12226-1851	2nd Floor Elevator Lobby	4172315	Cardiac Science	Powerheart G3 Plus 9390E	3/10/2008	3/27/2016	3/27/2012	8/24/2017	N/A	8/24/2017
Campus Building 07	1220 Washington Avenue, Albany, NY 12226-1851	1st Floor Elevator Lobby	4172334	Cardiac Science	Powerheart G3 Plus 9390E	3/10/2008	3/27/2016	3/27/2012	8/24/2017	N/A	8/24/2017
Campus Building 07A	1220 Washington Avenue, Albany, NY 12226-1851	7th floor elevator lobby	4172294	Cardiac Science	Powerheart G3 Plus 9390E	3/10/2008	3/27/2016	3/27/2012	8/24/2017	N/A	8/24/2017
Campus Building 07A	1220 Washington Avenue, Albany, NY 12226-1851	3rd floor elevator lobby	4172341	Cardiac Science	Powerheart G3 Plus 9390E	3/10/2008	3/27/2016	3/27/2012	8/24/2017	N/A	8/24/2017
Campus Building 07A	1220 Washington Avenue, Albany, NY 12226-1851	1st floor elevator lobby	4172350	Cardiac Science	Powerheart G3 Plus 9390E	3/10/2008	3/27/2016	3/27/2012	8/24/2017	6/30/2016	8/24/2017
Campus Building 07A	1220 Washington Avenue, Albany, NY 12226-1851	5th floor elevator lobby	4172351	Cardiac Science	Powerheart G3 Plus 9390E	3/10/2008	3/27/2016	3/27/2012	8/24/2017	N/A	8/24/2017
Campus Building 08	1220 Washington Avenue, Albany, NY 12226-1851	Floor 5- Across from Fire phone	4167066	Cardiac Science	Powerheart G3 Plus 9390E	3/3/2008	3/26/2016	3/26/2012	9/30/2016	N/A	9/30/2016
Campus Building 08	1220 Washington Avenue, Albany, NY 12226-1851	Floor 3- Across from Fire phone	4165904	Cardiac Science	Powerheart G3 Plus 9390E	3/5/2008	3/26/2016	3/26/2012	9/30/2016	N/A	9/30/2016
Campus Building 08	1220 Washington Avenue, Albany, NY 12226-1851	Floor 4- Across from Fire phone	4167179	Cardiac Science	Powerheart G3 Plus 9390E	3/5/2008	3/26/2016	3/26/2012	9/30/2016	N/A	9/30/2016
Campus Building 08	1220 Washington Avenue, Albany, NY 12226-1851	Floor 8- Across from Fire phone	4165923	Cardiac Science	Powerheart G3 Plus 9390E	3/3/2008	3/26/2016	3/26/2012	9/30/2016	N/A	9/30/2016
Campus Building 08	1220 Washington Avenue, Albany, NY 12226-1851	Basement across from Fire phone	4167185	Cardiac Science	Powerheart G3 Plus 9390E	3/5/2008	3/26/2016	3/26/2012	9/30/2016	N/A	9/30/2016
Campus Building 08	1220 Washington Avenue, Albany, NY 12226-1851	Floor 7- Across from Fire phone	4166985	Cardiac Science	Powerheart G3 Plus 9390E	3/3/2008	3/26/2016	3/26/2012	9/30/2016	N/A	9/30/2016
Campus Building 08	1220 Washington Avenue, Albany, NY 12226-1851	Floor 6- Across from Fire phone	4167041	Cardiac Science	Powerheart G3 Plus 9390E	3/3/2008	3/26/2016	3/26/2012	9/30/2016	N/A	9/30/2016
Campus Building 08	1220 Washington Avenue, Albany, NY 12226-1851	Floor 1- Across from Fire phone	4165870	Cardiac Science	Powerheart G3 Plus 9390E	3/5/2008	3/28/2016	N/A	9/23/2016	N/A	9/23/2016
Campus Building 08	1220 Washington Avenue, Albany, NY 12226-1851	Ground Floor - Across from Fire phone	4167060	Cardiac Science	Powerheart G3 Plus 9390E	3/5/2008	3/26/2016	3/26/2012	9/30/2016	N/A	9/30/2016
Campus Building 08	1220 Washington Avenue, Albany, NY 12226-1851	Floor 2- Across from Fire phone	4165765	Cardiac Science	Powerheart G3 Plus 9390E	3/5/2008	3/20/2016	3/20/2012	9/30/2016	6/30/2016	9/30/2016
Campus Building 08	1220 Washington Avenue, Albany, NY 12226-1851	Floor 9- Across from Fire phone	4165863	Cardiac Science	Powerheart G3 Plus 9390E	2/29/2008	3/26/2016	3/26/2012	9/30/2016	N/A	9/30/2016

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Campus Building 08A	1220 Washington Avenue, Albany, NY 12226-1851	Ground Floor in Office Area by Main Entrance next	4172527	Cardiac Science	Powerheart G3 Plus 9390E	3/10/2008	3/26/2016	3/26/2012	8/24/2017	N/A	8/24/2017
Campus Building 08A	1220 Washington Avenue, Albany, NY 12226-1851	Basement across from fire phone	4172575	Cardiac Science	Powerheart G3 Plus 9390E	3/16/2008	3/26/2016	3/26/2012	8/24/2017	N/A	8/24/2017
Campus Building 09	1220 Washington Avenue, Albany, NY 12226-1851	Floor 1 next to fire phone	4159225	Cardiac Science	Powerheart G3 Plus 9390E	3/10/2008	3/26/2016	3/26/2012	9/30/2016	N/A	9/30/2016
Campus Building 09	1220 Washington Avenue, Albany, NY 12226-1851	Floor 2 next to fire phone	4159439	Cardiac Science	Powerheart G3 Plus 9390E	3/10/2008	3/26/2016	3/26/2012	9/30/2016	N/A	9/30/2016
Campus Building 09	1220 Washington Avenue, Albany, NY 12226-1851	Floor 3 next to fire phone	4159654	Cardiac Science	Powerheart G3 Plus 9390E	3/10/2008	3/26/2016	3/26/2012	9/30/2016	N/A	9/30/2016
Campus Building 09	1220 Washington Avenue, Albany, NY 12226-1851	Floor 4 next to fire phone	4159221	Cardiac Science	Powerheart G3 Plus 9390E	3/10/2008	3/26/2016	3/26/2012	9/30/2016	N/A	9/30/2016
Campus Building 12	1220 Washington Avenue, Albany, NY 12226-1851	Floor 1 Center Escalator Bay on Elevator Wall	4172292	Cardiac Science	Powerheart G3 Plus 9390E	3/6/2008	3/27/2016	3/27/2012	8/24/2017	6/30/2016	8/24/2017
Campus Building 12	1220 Washington Avenue, Albany, NY 12226-1851	Floor 3 Center Escalator Bay on Elevator Wall	4172308	Cardiac Science	Powerheart G3 Plus 9390E	3/6/2008	3/27/2016	3/27/2012	8/24/2017	N/A	8/24/2017
Campus Building 12	1220 Washington Avenue, Albany, NY 12226-1851	Basement Center Escalator Bay on Elevator Wall	4172346	Cardiac Science	Powerheart G3 Plus 9390E	3/6/2008	3/27/2016	3/27/2012	8/24/2017	6/30/2016	8/24/2017
Campus Building 12	1220 Washington Avenue, Albany, NY 12226-1851	Floor 5 Center Escalator Bay on Elevator Wall	4172352	Cardiac Science	Powerheart G3 Plus 9390E	3/6/2008	3/27/2016	3/27/2012	8/24/2017	N/A	8/24/2017
Campus Building 12	1220 Washington Avenue, Albany, NY 12226-1851	Floor 4 Center Escalator Bay on Elevator Wall	4172239	Cardiac Science	Powerheart G3 Plus 9390E	3/6/2008	3/27/2016	3/27/2012	8/24/2017	N/A	8/24/2017
Campus Building 12	1220 Washington Avenue, Albany, NY 12226-1851	Floor 2 Center Escalator Bay on Elevator Wall	4172263	Cardiac Science	Powerheart G3 Plus 9390E	3/6/2008	3/27/2016	3/27/2012	8/24/2017	N/A	8/24/2017
Campus Building 17	1220 Washington Avenue, Albany, NY 12226-1851	Power House Office	4172489	Cardiac Science	Powerheart G3 Plus 9390E	3/13/2008	3/2/2016	3/2/2012	8/24/2017	N/A	8/24/2017
Campus Building 17	1220 Washington Avenue, Albany, NY 12226-1851	Dog House Room	4172359	Cardiac Science	Powerheart G3 Plus 9390E	3/13/2008	3/2/2016	3/2/2012	8/24/2017	N/A	8/24/2017
Campus Building 18	1220 Washington Avenue, Albany, NY 12226-1851	West Side of Building by Surplus Area Restrooms	4167224	Cardiac Science	Powerheart G3 Plus 9390E	3/13/2008	3/26/2016	3/26/2012	9/30/2016	N/A	9/30/2016
Campus Building 18	1220 Washington Avenue, Albany, NY 12226-1851	Print Shop Lunch Room	4159229	Cardiac Science	Powerheart G3 Plus 9390E	3/13/2008	3/26/2016	3/26/2012	9/30/2016	6/30/2016	9/30/2016
Campus Building 18	1220 Washington Avenue, Albany, NY 12226-1851	Lobby of Central Printing	4159486	Cardiac Science	Powerheart G3 Plus 9390E	3/13/2008	3/26/2016	3/26/2012	9/30/2016	6/30/2016	9/30/2016
Campus Building 18	1220 Washington Avenue, Albany, NY 12226-1851	Loading Dock - Shop Area	4166995	Cardiac Science	Powerheart G3 Plus 9390E	3/13/2008	3/26/2016	3/26/2012	9/30/2016	N/A	9/30/2016
Campus Building 21	1220 Washington Avenue, Albany, NY 12226-1851	Main Hallway	4159681	Cardiac Science	Powerheart G3 Plus 9390E	3/10/2008	3/27/2016	3/27/2012	9/30/2016	N/A	9/30/2016
Campus Building 22	1220 Washington Avenue, Albany, NY 12226-1851	Sub Basement Level 2 Lower	4172224	Cardiac Science	Powerheart G3 Plus 9390E	3/10/2008	3/26/2016	3/26/2012	8/24/2017	6/30/2016	8/24/2017
Campus Building 22	1220 Washington Avenue, Albany, NY 12226-1851	Sub Basement Level 1 Upper	4172250	Cardiac Science	Powerheart G3 Plus 9390E	3/10/2008	3/26/2016	3/26/2012	8/24/2017	N/A	8/24/2017
Capitol Building		Floor 3 Southeast Corridor near Fire Hose	4163542	Cardiac Science	Powerheart G3 Plus 9390E	2/20/2008	3/21/2016	3/21/2012	8/31/2016	6/30/2016	8/31/2016
Capitol Building		Floor 3 Northwest Corridor near Fire Phone	4163456	Cardiac Science	Powerheart G3 Plus 9390E	2/20/2008	3/21/2016	3/21/2012	8/31/2016	6/30/2016	5/31/2016
Capitol Building		Floor 2 Southeast Corridor mounted on Standpipe	4163921	Cardiac Science	Powerheart G3 Plus 9390E	2/20/2008	3/21/2016	3/21/2012	8/31/2016	6/30/2016	N/A
Capitol Building		Floor 4 Northwest Corridor near Fire hose	4163701	Cardiac Science	Powerheart G3 Plus 9390E	2/20/2008	3/21/2016	3/21/2012	8/31/2016	6/30/2016	8/31/2016

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Capitol Building		Floor 5 Southeast Corridor near Fire Hose	4163488	Cardiac Science	Powerheart G3 Plus 9390E	2/20/2008	3/21/2016	3/21/2012	8/31/2016	6/30/2016	8/31/2016
Capitol Building		Basement SW Near Fire Hose by Room 76S	4163832	Cardiac Science	Powerheart G3 Plus 9390E	2/20/2008	3/21/2016	3/21/2012	8/31/2016	6/30/2016	8/31/2016
Capitol Building		Floor 2 Northwest Corridor near Fire Hose	4163493	Cardiac Science	Powerheart G3 Plus 9390E	2/20/2008	3/21/2016	3/21/2012	8/31/2016	6/30/2016	8/31/2016
Capitol Building		Floor 1 Southeast Corridor mounted on Standpipe	4163886	Cardiac Science	Powerheart G3 Plus 9390E	2/20/2008	3/21/2016	3/21/2012	8/31/2016	6/30/2016	8/31/2016
Capitol Building		Floor 5 Northwest Corridor near Fire Phone	4163508	Cardiac Science	Powerheart G3 Plus 9390E	2/20/2008	3/21/2016	3/21/2012	8/31/2016	6/30/2016	8/31/2016
Capitol Building		Floor 4 Southeast Corridor near Fire Hose	4163894	Cardiac Science	Powerheart G3 Plus 9390E	2/20/2008	3/21/2016	3/21/2012	8/31/2016	6/30/2016	8/31/2016
Capitol Building		Basement SE Near Fire Hose by Room 51	4163537	Cardiac Science	Powerheart G3 Plus 9390E	2/20/2008	3/21/2016	3/21/2012	8/31/2016	6/30/2016	8/31/2016
Capitol Building		Floor 1 Northwest Corridor near Fire Hose	4163900	Cardiac Science	Powerheart G3 Plus 9390E	2/20/2008	3/21/2016	3/21/2012	8/31/2016	6/30/2016	8/31/2016
Chill Plant		Main CACP floor top of stairway next to Control Room	4206702	Cardiac Science	Powerheart G3 Plus 9390E	8/25/2008	3/5/2016	3/5/2012	8/24/2017	N/A	8/24/2017
Concourse		North Concourse Left of Elevators 19	4167232	Cardiac Science	Powerheart G3 Plus 9390E	2/1/2008	3/13/2016	3/13/2012	9/30/2016	6/30/2016	8/31/2016
Concourse		Northwest Lobby to corridor next to fire hose cabi	4167250	Cardiac Science	Powerheart G3 Plus 9390E	2/1/2008	3/13/2016	3/13/2012	9/30/2016	6/30/2016	9/30/2016
Concourse		Northeast Concourse next to North State Police Sta	4163531	Cardiac Science	Powerheart G3 Plus 9390E	2/1/2008	3/13/2016	3/13/2012	9/30/2016	6/30/2016	9/30/2016
Concourse		Bus Terminal Area Left of State Police Station	4167260	Cardiac Science	Powerheart G3 Plus 9390E	2/1/2008	3/13/2016	3/13/2012	9/30/2016	6/30/2016	9/30/2016
Concourse		Southwest Lobby Intersection next to Fire Phone	4163898	Cardiac Science	Powerheart G3 Plus 9390E	2/1/2008	3/13/2016	3/13/2012	9/30/2016	6/30/2016	9/30/2016
Concourse		Southwest Gallery by Express Stop	6011983	Cardiac Science	Powerheart G3 Plus 9390E	4/1/2015	4/1/2019	4/1/2015	5/10/2017	6/30/2016	5/10/2017
Concourse		Convention Center at Main Entrance by Base of the	4163924	Cardiac Science	Powerheart G3 Plus 9390E	2/1/2008	3/13/2016	3/13/2012	8/31/2016	6/30/2016	8/31/2016
Concourse		Skating Rink	6012163	Cardiac Science	Powerheart G3 Plus 9390E	2/5/2015	2/6/2019	2/6/2015	6/18/2017	4/7/2017	6/18/2017
Concourse		Northwest Lobby intersection next to Fire Phone	4167230	Cardiac Science	Powerheart G3 Plus 9390E	2/1/2008	3/13/2016	3/13/2012	9/30/2016	6/30/2016	9/30/2016
Convention Center		Top Tier, Southwest Corner next to Fire Extinguisher	4163536	Cardiac Science	Powerheart G3 Plus 9390E	2/1/2008	3/13/2016	3/13/2012	4/30/2015	6/30/2016	4/30/2015
Corning Tower		Floor 7 Outside Stairway #1	4167044	Cardiac Science	Powerheart G3 Plus 9390E	2/11/2008	3/13/2016	3/13/2012	9/30/2016	N/A	9/30/2016
Corning Tower		Floor 27 Outside Stairway #1	4166929	Cardiac Science	Powerheart G3 Plus 9390E	2/8/2008	3/13/2016	3/13/2012	9/30/2016	N/A	9/30/2016
Corning Tower		Floor 41 Outside Stairway #1	4163767	Cardiac Science	Powerheart G3 Plus 9390E	2/8/2008	3/13/2016	3/13/2012	9/30/2016	N/A	9/30/2016
Corning Tower		Concourse Level Outside Stairway #1	4163453	Cardiac Science	Powerheart G3 Plus 9390E	2/11/2008	3/13/2016	3/13/2012	9/30/2016	6/30/2016	9/30/2016
Corning Tower		Floor 3 Outside Stairway #1	4167253	Cardiac Science	Powerheart G3 Plus 9390E	2/11/2008	3/13/2016	3/13/2012	9/30/2016	N/A	9/30/2016
Corning Tower		Floor 11 Outside Stairway #1	4167059	Cardiac Science	Powerheart G3 Plus 9390E	2/11/2008	3/13/2016	3/13/2012	9/30/2016	N/A	9/30/2016
Corning Tower		Floor 21 Outside Stairway #1	4166932	Cardiac Science	Powerheart G3 Plus 9390E	2/11/2008	3/13/2016	3/13/2012	9/30/2016	N/A	9/30/2016
Corning Tower		Floor 15 Outside Stairway #1	4163871	Cardiac Science	Powerheart G3 Plus 9390E	2/11/2008	3/14/2016	3/14/2012	9/30/2016	N/A	9/30/2016
Corning Tower		Floor 31 Outside Stairway #1	4167274	Cardiac Science	Powerheart G3 Plus 9390E	2/8/2008	3/13/2016	3/13/2012	9/30/2016	N/A	9/30/2016
Corning Tower		Floor 19 Outside Stairway #1	4163505	Cardiac Science	Powerheart G3 Plus 9390E	2/11/2008	3/13/2016	3/13/2012	9/30/2016	N/A	9/30/2016
Corning Tower		Floor 37 Outside Stairway #1	4167071	Cardiac Science	Powerheart G3 Plus 9390E	2/8/2008	3/19/2016	3/19/2012	9/30/2016	N/A	9/30/2016
Corning Tower		Floor 29 Outside Stairway #1	4166955	Cardiac Science	Powerheart G3 Plus 9390E	2/8/2008	3/13/2016	3/13/2012	9/30/2016	N/A	9/30/2016

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Corning Tower		Floor 17 Outside Stairway #1	4163923	Cardiac Science	Powerheart G3 Plus 9390E	2/11/2008	3/13/2016	3/13/2012	9/30/2016	N/A	9/30/2016
Corning Tower		Floor 5 Outside Stairway #1	4163506	Cardiac Science	Powerheart G3 Plus 9390E	2/11/2008	3/13/2016	3/13/2012	9/30/2016	N/A	9/30/2016
Corning Tower		Floor 33 Outside Stairway #1	4167177	Cardiac Science	Powerheart G3 Plus 9390E	2/8/2008	3/13/2016	3/13/2012	9/30/2016	N/A	9/30/2016
Corning Tower		Floor 25 Outside Stairway #1	4167028	Cardiac Science	Powerheart G3 Plus 9390E	2/8/2008	3/13/2016	3/13/2012	9/30/2016	N/A	9/30/2016
Corning Tower		Floor 39 Outside Stairway #1	4165754	Cardiac Science	Powerheart G3 Plus 9390E	2/8/2008	3/13/2016	3/13/2012	9/30/2016	N/A	9/30/2016
Corning Tower		P1 Level Outside Stairway #1	4163545	Cardiac Science	Powerheart G3 Plus 9390E	2/11/2008	3/13/2016	3/13/2012	9/30/2016	N/A	9/30/2016
Corning Tower		Floor 43 Outside Stairway #1	4167201	Cardiac Science	Powerheart G3 Plus 9390E	2/8/2008	3/14/2016	3/14/2012	9/30/2016	N/A	9/30/2016
Corning Tower		Floor 35 Outside Stairway #1	4167038	Cardiac Science	Powerheart G3 Plus 9390E	2/8/2008	3/13/2016	3/13/2012	9/30/2016	N/A	9/30/2016
Corning Tower		Floor 9 Outside Stairway #1	4165924	Cardiac Science	Powerheart G3 Plus 9390E	2/11/2008	3/13/2016	3/13/2012	9/30/2016	N/A	9/30/2016
Corning Tower		Floor 13 Outside Stairway #1	4163552	Cardiac Science	Powerheart G3 Plus 9390E	2/11/2008	3/13/2016	3/13/2012	9/30/2016	N/A	9/30/2016
Corning Tower		Floor 23 Outside Stairway #1	4167233	Cardiac Science	Powerheart G3 Plus 9390E	2/8/2008	3/13/2016	3/13/2012	9/30/2016	N/A	9/30/2016
Distribution Center		East Wall of Main Reception Area	6019832	Cardiac Science	Powerheart G3 Plus 9390E	4/21/2015	4/27/2019	4/27/2015	8/24/2017	N/A	N/A
Dulles State Office Building	317 Washington Street, Watertown, NY 13601	4th Floor Elevator Lobby	4172395	Cardiac Science	Powerheart G3 Plus 9390E	3/10/2008	3/5/2016	3/5/2012	8/24/2017	N/A	8/24/2017
Dulles State Office Building	317 Washington Street, Watertown, NY 13601	6th Floor Elevator Lobby	4172261	Cardiac Science	Powerheart G3 Plus 9390E	3/10/2008	3/5/2016	3/5/2012	8/24/2017	N/A	8/24/2017
Dulles State Office Building	317 Washington Street, Watertown, NY 13601	2nd Floor Elevator Lobby	4172279	Cardiac Science	Powerheart G3 Plus 9390E	3/10/2008	3/5/2016	3/5/2012	8/24/2017	6/30/2016	8/24/2017
Dulles State Office Building	317 Washington Street, Watertown, NY 13601	1st Floor Elevator Lobby	4172297	Cardiac Science	Powerheart G3 Plus 9390E	3/10/2008	3/5/2016	3/5/2012	8/24/2017	6/30/2016	8/24/2017
Dulles State Office Building	317 Washington Street, Watertown, NY 13601	11th Floor Elevator Lobby	4172335	Cardiac Science	Powerheart G3 Plus 9390E	3/10/2008	3/5/2016	3/5/2012	8/24/2017	6/30/2016	8/24/2017
Dulles State Office Building	317 Washington Street, Watertown, NY 13601	7th Floor Elevator Lobby	4172343	Cardiac Science	Powerheart G3 Plus 9390E	3/10/2008	3/5/2016	3/5/2012	8/24/2017	N/A	8/24/2017
Eleanor Roosevelt State Office Building	4 Burnett Boulevard, Poughkeepsie, NY 12603	Floor 3- Lobby	4165738	Cardiac Science	Powerheart G3 Plus 9390E	3/28/2008	3/28/2016	N/A	8/31/2016	6/30/2016	8/31/2016
Eleanor Roosevelt State Office Building	4 Burnett Boulevard, Poughkeepsie, NY 12603	Floor 2- Lobby	4165898	Cardiac Science	Powerheart G3 Plus 9390E	3/28/2008	3/28/2016	N/A	8/31/2016	6/30/2016	8/31/2016
Executive Mansion		Pool House	4167031	Cardiac Science	Powerheart G3 Plus 9390E	1/1/2009	12/27/2015	12/27/2011	9/30/2016	6/30/2016	9/30/2016
Executive Mansion		1st floor service hallway	4206450	Cardiac Science	Powerheart G3 Plus 9390E	7/24/2008	3/5/2016	3/5/2012	9/30/2016	6/30/2016	9/30/2016
Governors Executive Chamber		38th Floor by Pantry	4452349	Cardiac Science	Powerheart G3 Plus 9390E	3/27/2014	4/1/2018	4/1/2014	8/31/2016	6/30/2016	8/31/2016
Governors Executive Chamber		39th Floor Pantry	4452356	Cardiac Science	Powerheart G3 Plus 9390E	3/27/2014	4/1/2018	4/1/2014	8/31/2016	6/30/2016	8/31/2016
Health Labs		Floor L3 - Outside Stairway #1	4163460	Cardiac Science	Powerheart G3 Plus 9390E	2/22/2008	5/14/2016	5/14/2012	9/30/2016	N/A	9/30/2016
Health Labs		Floor L1 Outside Stairway #1	4163887	Cardiac Science	Powerheart G3 Plus 9390E	2/22/2008	5/14/2016	5/14/2012	9/30/2016	N/A	9/30/2016
Henderson Smith State Office Building	107 Broadway, Hornell, NY 14843	Floor 1 Elevator Lobby Stairwell Wall	4172587	Cardiac Science	Powerheart G3 Plus 9390E	3/3/2008	3/5/2016	3/5/2012	7/28/2017	6/30/2016	7/28/2017
Henderson Smith State Office Building	107 Broadway, Hornell, NY 14843	Floor 2 Elevator Lobby Stairwell Wall	4172620	Cardiac Science	Powerheart G3 Plus 9390E	3/3/2008	3/5/2016	3/5/2012	2/29/2016	N/A	N/A
Homer Folks Facility	28 Hill Street, Oneonta, NY 13820	Hill Bldg. First Floor Elevator Bay	4159630	Cardiac Science	Powerheart G3 Plus 9390E	3/4/2008	3/4/2016	3/4/2012	9/30/2016	N/A	9/30/2016
Homer Folks Facility	28 Hill Street, Oneonta, NY 13820	Blue Maintenance Building Break Room	4159597	Cardiac Science	Powerheart G3 Plus 9390E	3/4/2008	3/4/2018	3/4/2014	9/30/2016	N/A	8/24/2017
Homer Folks Facility	28 Hill Street, Oneonta, NY 13820	Hill Bldg. Third Floor Elevator Bay	4159617	Cardiac Science	Powerheart G3 Plus 9390E	3/4/2008	3/4/2016	3/4/2012	9/30/2016	N/A	9/30/2016
Hudson Valley Transportation Management Center	200 Bradhurst Avenue, Hawthorne, NY 10532	Floor 2 - State Police Open Office - T201	4182609	Cardiac Science	Powerheart G3 Plus 9390E	4/17/2008	3/20/2016	3/20/2012	8/24/2017	6/30/2016	8/24/2017
Hudson Valley Transportation Management Center	200 Bradhurst Avenue, Hawthorne, NY 10532	Basement -Transportation Management Center Exercis	4165773	Cardiac Science	Powerheart G3 Plus 9390E	4/17/2008	3/20/2016	3/20/2012	8/24/2017	7/31/2016	8/24/2017

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Hudson Valley Transportation Management Center	200 Bradhurst Avenue, Hawthorne, NY 10532	Ground Floor Trans Mnmgt Center Operations Room -T	4182678	Cardiac Science	Powerheart G3 Plus 9390E	4/17/2008	N/A	N/A	N/A	N/A	N/A
Hudson Valley Transportation Management Center	200 Bradhurst Avenue, Hawthorne, NY 10532	Basement - Hub - Elevator Lobby - HB01	4165873	Cardiac Science	Powerheart G3 Plus 9390E	4/17/2008	3/20/2016	3/20/2012	9/1/2016	7/31/2016	9/1/2016
Hudson Valley Transportation Management Center	200 Bradhurst Avenue, Hawthorne, NY 10532	Floor 2 - Transportation Management Center Corrido	4182736	Cardiac Science	Powerheart G3 Plus 9390E	4/17/2008	3/20/2016	3/20/2012	8/24/2017	6/30/2016	8/24/2017
Hudson Valley Transportation Management Center	200 Bradhurst Avenue, Hawthorne, NY 10532	Floor 3 - Hub - Elevator Lobby - H301	4182526	Cardiac Science	Powerheart G3 Plus 9390E	4/17/2008	3/20/2016	3/20/2012	8/24/2017	6/30/2016	8/24/2017
Hudson Valley Transportation Management Center	200 Bradhurst Avenue, Hawthorne, NY 10532	Ground Floor - Trans. Management Center Operations	4327261	Cardiac Science	Powerheart G3 Plus 9390E	11/1/2011	3/20/2016	3/20/2012	8/24/2017	7/31/2016	8/24/2017
Hudson Valley Transportation Management Center	200 Bradhurst Avenue, Hawthorne, NY 10532	Floor 1 - Transportation Management Center Corrido	4182570	Cardiac Science	Powerheart G3 Plus 9390E	4/17/2008	3/20/2016	3/20/2012	8/24/2017	6/30/2016	8/24/2017
Hudson Valley Transportation Management Center	200 Bradhurst Avenue, Hawthorne, NY 10532	Ground Floor - State Police - Semo Corridor - SG01	4182573	Cardiac Science	Powerheart G3 Plus 9390E	4/17/2008	3/20/2016	3/20/2012	8/24/2017	7/31/2016	8/24/2017
Legislative Building		Floor 7 Outside Room 716	4167218	Cardiac Science	Powerheart G3 Plus 9390E	2/25/2008	3/17/2016	3/17/2012	9/30/2016	6/30/2016	9/30/2016
Legislative Building		Concourse Level Outside Elevator Bay (5,6,7)	4167049	Cardiac Science	Powerheart G3 Plus 9390E	2/25/2008	3/23/2016	3/23/2012	9/30/2016	6/30/2016	9/30/2016
Legislative Building		Floor 3 Nearby trooper station	4167077	Cardiac Science	Powerheart G3 Plus 9390E	2/25/2008	3/23/2016	3/23/2012	9/30/2016	6/30/2016	9/30/2016
Legislative Building		Floor 8 Outside Room 822A	4167173	Cardiac Science	Powerheart G3 Plus 9390E	2/25/2008	3/23/2016	3/23/2012	9/30/2016	N/A	9/30/2016
Legislative Building		Floor 4 Outside Room 425	4163635	Cardiac Science	Powerheart G3 Plus 9390E	2/25/2008	3/23/2016	3/23/2012	9/30/2016	N/A	9/30/2016
Legislative Building		Floor 6 Outside Room 625	4167189	Cardiac Science	Powerheart G3 Plus 9390E	2/25/2008	3/23/2016	3/23/2012	9/30/2016	6/30/2016	9/30/2016
Legislative Building		Floor 2 Outside Elevator Bay (5,6,7)	4165921	Cardiac Science	Powerheart G3 Plus 9390E	2/25/2008	3/23/2016	3/23/2012	9/30/2016	6/30/2016	9/30/2016
Legislative Building		Floor 9 Outside Room 944	4167195	Cardiac Science	Powerheart G3 Plus 9390E	2/25/2008	3/23/2016	3/23/2012	9/30/2016	N/A	9/30/2016
Legislative Building		Floor 5 Outside Room 525	4165897	Cardiac Science	Powerheart G3 Plus 9390E	2/25/2008	3/23/2016	3/23/2012	9/30/2016	N/A	9/30/2016
Main Platform P-1 Level		Egg - Outside Elevator #2	4163840	Cardiac Science	Powerheart G3 Plus 9390E	2/7/2008	3/13/2016	3/13/2012	9/30/2016	6/30/2016	9/30/2016
Main Platform P-1 Level		Southside - Dock H next to Fire Hose Cabinet	4165843	Cardiac Science	Powerheart G3 Plus 9390E	2/7/2008	3/13/2016	3/13/2012	9/30/2016	6/30/2016	9/30/2016
Main Platform P-1 Level		Northside - Dock E next to Fire Hose Cabinet	4167234	Cardiac Science	Powerheart G3 Plus 9390E	2/7/2008	3/13/2016	3/13/2012	8/31/2016	N/A	9/30/2016
Main Platform P-1 Level		P1 Level Shop area, Main hall on wall adjacent fro	4286567	Cardiac Science	Powerheart G3 Plus 9390E	12/15/2009	9/15/2016	9/15/2012	9/30/2016	6/30/2016	9/30/2016
Main Platform P-1 Level		Southside - Hallway by Woman\'s Restroom across fro	4163815	Cardiac Science	Powerheart G3 Plus 9390E	2/7/2008	3/13/2016	3/13/2012	9/30/2016	6/30/2016	9/30/2016
North Ferry Street Warehouse		Main Hallway	4454988	Cardiac Science	Powerheart G3 Plus 9390E	3/26/2014	3/26/2018	3/26/2014	8/31/2016	N/A	8/31/2016
North Ferry Street Warehouse		I.T.S.- East Wall	4455049	Cardiac Science	Powerheart G3 Plus 9390E	3/26/2014	3/26/2018	3/26/2014	8/31/2016	N/A	8/31/2016
North Ferry Street Warehouse		ENCON	4455056	Cardiac Science	Powerheart G3 Plus 9390E	3/26/2014	3/26/2018	3/26/2014	8/31/2016	N/A	8/31/2016
Performing Arts Center (EGG)		Floor 4 - Hart Theater Elevator Lobby	4165868	Cardiac Science	Powerheart G3 Plus 9390E	2/1/2008	3/13/2016	3/13/2012	9/30/2016	6/30/2016	9/30/2016
Performing Arts Center (EGG)		Floor 2 - Swyer Theatre Elevator Lobby	4165845	Cardiac Science	Powerheart G3 Plus 9390E	2/1/2008	3/13/2016	3/13/2012	9/30/2016	6/30/2016	9/30/2016
Perry B. Duryea, Jr. State Office Building	250 Veterans Memorial Highway, Hauppauge, NY 11217	Bldg. A Floor 6 - Main Corridor Near Elevators by	4165856	Cardiac Science	Powerheart G3 Plus 9390E	3/29/2008	3/7/2016	3/7/2012	8/31/2017	N/A	8/31/2017
Perry B. Duryea, Jr. State Office Building	250 Veterans Memorial Highway, Hauppauge, NY 11217	Bldg. B Floor 2 - Main Corridor Near Escalator	4172626	Cardiac Science	Powerheart G3 Plus 9390E	3/29/2008	3/7/2016	3/7/2012	8/31/2016	N/A	8/31/2016
Perry B. Duryea, Jr. State Office Building	250 Veterans Memorial Highway, Hauppauge, NY 11217	Bldg. A Floor 2 - Between Elevators	4165905	Cardiac Science	Powerheart G3 Plus 9390E	3/29/2008	3/7/2016	3/7/2012	8/31/2017	N/A	8/31/2017
Perry B. Duryea, Jr. State Office Building	250 Veterans Memorial Highway, Hauppauge, NY 11217	Bldg. A Floor 5 - Main Corridor Near Elevators by	4167186	Cardiac Science	Powerheart G3 Plus 9390E	3/29/2008	3/7/2016	3/7/2012	8/31/2017	N/A	8/31/2017

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Perry B. Duryea, Jr. State Office Building	250 Veterans Memorial Highway, Hauppauge, NY 11217	Bldg. A Floor 3 - Main Corridor Near Elevators	4172266	Cardiac Science	Powerheart G3 Plus 9390E	3/29/2008	3/7/2016	3/7/2012	8/31/2017	N/A	8/31/2017
Perry B. Duryea, Jr. State Office Building	250 Veterans Memorial Highway, Hauppauge, NY 11217	Bldg. A Floor 4 - Main Corridor Near Elevators by	4172365	Cardiac Science	Powerheart G3 Plus 9390E	3/29/2008	3/7/2016	3/7/2012	8/31/2017	N/A	8/31/2017
Perry B. Duryea, Jr. State Office Building	250 Veterans Memorial Highway, Hauppauge, NY 11217	Bldg. A Floor 1 - Adjacent to Security Office	4165832	Cardiac Science	Powerheart G3 Plus 9390E	3/29/2008	3/7/2016	3/7/2012	8/24/2017	6/30/2016	8/24/2017
Perry B. Duryea, Jr. State Office Building	250 Veterans Memorial Highway, Hauppauge, NY 11217	Bldg. A Basement - Near Cafeteria Entrance	4172377	Cardiac Science	Powerheart G3 Plus 9390E	3/29/2008	3/7/2016	3/7/2012	8/31/2017	N/A	8/31/2017
Queens Village/Creedmor		On The Wall of Reception Area	A07B-01349	Philips	Onsite	N/A	8/31/2016	N/A	10/31/2016	N/A	N/A
Robert Abrams Building for Law and Justice		Floor 6 Elevator Bay (4,5,6)	4163677	Cardiac Science	Powerheart G3 Plus 9390E	4/21/2008	3/21/2016	3/21/2012	9/30/2016	N/A	9/30/2016
Robert Abrams Building for Law and Justice		Level A Law Office	4163681	Cardiac Science	Powerheart G3 Plus 9390E	4/21/2008	3/21/2016	3/21/2012	9/30/2016	N/A	9/30/2016
Robert Abrams Building for Law and Justice		Floor 4 Elevator Bay (4,5,6)	4163543	Cardiac Science	Powerheart G3 Plus 9390E	4/21/2008	3/21/2016	3/21/2012	9/30/2016	N/A	9/30/2016
Robert Abrams Building for Law and Justice		Level A - Annex next to Bulletin Boards	4163709	Cardiac Science	Powerheart G3 Plus 9390E	4/21/2008	3/21/2016	3/21/2012	9/30/2016	6/30/2016	9/30/2016
Robert Abrams Building for Law and Justice		Floor 8 Elevator Bay (4,5,6)	4163642	Cardiac Science	Powerheart G3 Plus 9390E	4/21/2008	3/23/2016	3/23/2012	9/30/2016	N/A	9/30/2016
Robert Abrams Building for Law and Justice		Concourse Level Elevator Bay (4,5,6)	4163814	Cardiac Science	Powerheart G3 Plus 9390E	4/21/2008	3/21/2016	3/21/2012	9/30/2016	6/30/2016	9/23/2016
Robert Abrams Building for Law and Justice		Level C - Annex next to Bulletin Boards	4163629	Cardiac Science	Powerheart G3 Plus 9390E	4/21/2008	3/21/2016	3/21/2012	9/30/2016	N/A	9/30/2016
Robert Abrams Building for Law and Justice		Level P-2 Outside Building Manager\'s Storage Offic	4163833	Cardiac Science	Powerheart G3 Plus 9390E	4/21/2008	3/21/2016	3/21/2012	9/30/2016	N/A	9/30/2016
Robert Abrams Building for Law and Justice		Floor 2 Elevator Bay	4163665	Cardiac Science	Powerheart G3 Plus 9390E	4/21/2008	3/21/2016	3/21/2012	9/30/2016	N/A	9/30/2016
Senator Hughes State Office Building	333 E. Washington Street, Syracuse, NY 13202	3rd Floor Lobby at North Stair Door	4167255	Cardiac Science	Powerheart G3 Plus 9390E	3/14/2008	4/3/2016	4/3/2012	9/30/2016	N/A	8/24/2017
Senator Hughes State Office Building	333 E. Washington Street, Syracuse, NY 13202	1st floor at Mail Room door	4165869	Cardiac Science	Powerheart G3 Plus 9390E	3/14/2008	4/3/2016	4/3/2012	9/30/2016	6/30/2016	8/24/2017
Senator Hughes State Office Building	333 E. Washington Street, Syracuse, NY 13202	Basement immediately to right of elevator	4165872	Cardiac Science	Powerheart G3 Plus 9390E	3/14/2008	4/3/2016	4/3/2012	9/30/2016	N/A	8/24/2017
Senator Hughes State Office Building	333 E. Washington Street, Syracuse, NY 13202	5th Floor Lobby at North Stair Door	4165874	Cardiac Science	Powerheart G3 Plus 9390E	3/14/2008	4/3/2016	4/3/2012	8/24/2017	N/A	8/24/2017
Senator Hughes State Office Building	333 E. Washington Street, Syracuse, NY 13202	7th Floor Lobby at North Stair Door	4167178	Cardiac Science	Powerheart G3 Plus 9390E	3/14/2008	4/3/2016	4/3/2012	9/30/2016	N/A	8/24/2017
Senator Mahoney State Office Building	65 Court Street, Buffalo, NY 14201	3rd Floor Hall near Elevator	4172388	Cardiac Science	Powerheart G3 Plus 9390E	3/17/2008	1/17/2016	N/A	8/24/2017	N/A	8/24/2017
Senator Mahoney State Office Building	65 Court Street, Buffalo, NY 14201	1st Floor Lobby wall at Mail Room	4172311	Cardiac Science	Powerheart G3 Plus 9390E	3/17/2008	1/17/2016	N/A	8/24/2017	6/30/2016	8/24/2017
Senator Mahoney State Office Building	65 Court Street, Buffalo, NY 14201	5th Floor Hall near Elevator	4172387	Cardiac Science	Powerheart G3 Plus 9390E	3/17/2008	1/17/2016	N/A	8/24/2017	N/A	8/24/2017
Sheridan Ave Steam Plant		RDF Control Room.	4206677	Cardiac Science	Powerheart G3 Plus 9390E	8/25/2008	3/5/2016	3/5/2012	8/24/2017	N/A	8/24/2017
Sheridan Ave Steam Plant		Passageway just inside SASP entrance.	4206698	Cardiac Science	Powerheart G3 Plus 9390E	8/22/2008	3/5/2016	3/5/2012	8/24/2017	N/A	8/24/2017
Shirley A. Chisholm State Office Building	55 Hanson Place, Brooklyn, NY 11217	Floor 03 On Column in Elevator Lobby	4172386	Cardiac Science	Powerheart G3 Plus 9390E	3/21/2008	3/5/2016	3/5/2012	4/30/2017	N/A	4/30/2017
Shirley A. Chisholm State Office Building	55 Hanson Place, Brooklyn, NY 11217	Floor 01 On Column in Elevator Lobby	4172314	Cardiac Science	Powerheart G3 Plus 9390E	3/21/2008	3/5/2016	3/5/2012	4/30/2017	N/A	4/30/2017

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Shirley A. Chisholm State Office Building	55 Hanson Place, Brooklyn, NY 11217	Floor 08 On Wall Inside Main Entrance	4172244	Cardiac Science	Powerheart G3 Plus 9390E	3/21/2008	3/5/2016	3/5/2012	4/30/2017	N/A	4/30/2017
Shirley A. Chisholm State Office Building	55 Hanson Place, Brooklyn, NY 11217	Basement near stairwail C	4392138	Cardiac Science	Powerheart G3 Plus 9390A	1/26/2012	2/1/2016	2/1/2012	8/31/2016	N/A	8/31/2016
Shirley A. Chisholm State Office Building	55 Hanson Place, Brooklyn, NY 11217	Floor 02 On Wall adjacent to Elevator Lobby	4172344	Cardiac Science	Powerheart G3 Plus 9390E	3/21/2008	3/5/2016	3/5/2012	4/30/2017	N/A	4/30/2017
Shirley A. Chisholm State Office Building	55 Hanson Place, Brooklyn, NY 11217	Floor 13 On Column Inside Main Entrance	4172253	Cardiac Science	Powerheart G3 Plus 9390E	3/21/2008	3/5/2016	3/5/2012	4/30/2017	N/A	4/30/2017
Shirley A. Chisholm State Office Building	55 Hanson Place, Brooklyn, NY 11217	Floor 04 - on Column in Elevator Lobby	4171379	Cardiac Science	Powerheart G3 Plus 9390E	3/21/2008	1/26/2016	N/A	4/30/2017	N/A	4/30/2017
Shirley A. Chisholm State Office Building	55 Hanson Place, Brooklyn, NY 11217	Floor 9 On Wall adjacent to Elevator Lobby	4172345	Cardiac Science	Powerheart G3 Plus 9390E	3/21/2008	3/5/2016	3/5/2012	4/30/2017	N/A	4/30/2017
Shirley A. Chisholm State Office Building	55 Hanson Place, Brooklyn, NY 11217	Floor 07 On Wall adjacent to Elevator Lobby	4172293	Cardiac Science	Powerheart G3 Plus 9390E	3/21/2008	3/5/2016	3/5/2012	4/30/2017	N/A	4/30/2017
Shirley A. Chisholm State Office Building	55 Hanson Place, Brooklyn, NY 11217	Floor 10 On Wall adjacent to Elevator Lobby	4172225	Cardiac Science	Powerheart G3 Plus 9390E	3/21/2008	3/5/2016	3/5/2012	4/30/2017	N/A	4/30/2017
Shirley A. Chisholm State Office Building	55 Hanson Place, Brooklyn, NY 11217	Floor 04 On Column in Elevator Lobby	4172379	Cardiac Science	Powerheart G3 Plus 9390E	3/21/2008	3/5/2016	3/5/2012	4/30/2017	N/A	4/30/2017
Shirley A. Chisholm State Office Building	55 Hanson Place, Brooklyn, NY 11217	Floor 01 Daycare Center Gym	4172296	Cardiac Science	Powerheart G3 Plus 9390E	3/21/2008	3/5/2016	3/5/2012	4/30/2017	6/30/2016	8/31/2016
Shirley A. Chisholm State Office Building	55 Hanson Place, Brooklyn, NY 11217	Floor 12 On Wall Inside Main Entrance	4172231	Cardiac Science	Powerheart G3 Plus 9390E	3/21/2008	3/5/2016	3/5/2012	4/30/2017	N/A	4/30/2017
Shirley A. Chisholm State Office Building	55 Hanson Place, Brooklyn, NY 11217	Floor 05 On Column in Elevator Lobby	4172380	Cardiac Science	Powerheart G3 Plus 9390E	3/21/2008	3/5/2016	3/5/2012	4/30/2017	N/A	4/30/2017
Shirley A. Chisholm State Office Building	55 Hanson Place, Brooklyn, NY 11217	Floor 11 On Column Inside Main Entrance	4172300	Cardiac Science	Powerheart G3 Plus 9390E	3/21/2008	3/5/2016	3/5/2012	4/30/2017	N/A	4/30/2017
Shirley A. Chisholm State Office Building	55 Hanson Place, Brooklyn, NY 11217	Floor 06 On Wall Inside Main Entrance	4172241	Cardiac Science	Powerheart G3 Plus 9390E	3/21/2008	3/5/2016	3/5/2012	4/30/2017	N/A	4/30/2017
Swan Street Building		Floor 5 - Core 1 Outside Elevator Bay	4167091	Cardiac Science	Powerheart G3 Plus 9390E	3/11/2008	3/17/2016	3/17/2012	9/30/2016	N/A	8/24/2017
Swan Street Building		Floor 5 - Core 3 Outside Elevator Bay	4167190	Cardiac Science	Powerheart G3 Plus 9390E	3/11/2008	3/17/2016	3/17/2012	9/30/2016	N/A	8/24/2017
Swan Street Building		Floor B-2 Core 1 by Manager\'s Office	4167103	Cardiac Science	Powerheart G3 Plus 9390E	3/11/2008	3/17/2016	3/17/2012	9/30/2016	6/30/2016	8/24/2017
Swan Street Building		Floor 3 - Core 4 Outside Elevator Bay	4165919	Cardiac Science	Powerheart G3 Plus 9390E	3/11/2008	3/17/2016	3/17/2012	9/30/2016	N/A	8/24/2017
Swan Street Building		Floor 1 - Core 4 Outside Elevator Bay	4167191	Cardiac Science	Powerheart G3 Plus 9390E	3/11/2008	3/17/2016	3/17/2012	9/30/2016	N/A	9/30/2016
Swan Street Building		Floor B-2 Core 4 Outside Elevator Bay	4167108	Cardiac Science	Powerheart G3 Plus 9390E	3/11/2008	3/17/2016	3/17/2012	9/30/2016	N/A	8/24/2017
Swan Street Building		Floor B-2 Core 3 Between Elevators	4166999	Cardiac Science	Powerheart G3 Plus 9390E	3/11/2008	3/17/2016	3/17/2012	9/30/2016	N/A	8/24/2017
Swan Street Building		Floor 1 - Core 2 Outside Elevator Bay	4167210	Cardiac Science	Powerheart G3 Plus 9390E	3/11/2008	3/17/2016	3/17/2012	9/30/2016	6/30/2016	8/24/2017
Swan Street Building		Floor 5 - Core 2 Outside Elevator Bay	4167161	Cardiac Science	Powerheart G3 Plus 9390E	3/11/2008	3/17/2016	3/17/2012	9/30/2016	N/A	8/24/2017
Swan Street Building		Floor 1 - Core 3 Outside Elevator Bay	4167000	Cardiac Science	Powerheart G3 Plus 9390E	3/11/2008	3/17/2016	3/17/2012	9/30/2016	N/A	8/24/2017
Swan Street Building		Floor 3 - Core 3 Outside Elevator Bay	4167231	Cardiac Science	Powerheart G3 Plus 9390E	3/11/2008	3/17/2016	3/17/2012	9/30/2016	N/A	8/24/2017

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Swan Street Building		Floor 3 - Core 2 Outside Elevator Bay	4167184	Cardiac Science	Powerheart G3 Plus 9390E	3/11/2008	3/17/2016	3/17/2012	9/30/2016	N/A	8/24/2017
Swan Street Building		Floor 3 - Core 1 Outside Elevator Bay	4167076	Cardiac Science	Powerheart G3 Plus 9390E	3/11/2008	3/17/2016	3/17/2012	9/30/2016	N/A	8/24/2017
Swan Street Building		Floor 1 - Core 1 Outside Elevator Bay	4167275	Cardiac Science	Powerheart G3 Plus 9390E	3/11/2008	3/17/2016	3/17/2012	9/30/2016	6/30/2016	8/24/2017
Swan Street Building		Floor 5 - Core 4 Outside Elevator Bay	4167187	Cardiac Science	Powerheart G3 Plus 9390E	3/11/2008	3/17/2016	3/17/2012	9/30/2016	N/A	8/24/2017
Ten Eyck Building		Floor 5- Elevator Bay	4172274	Cardiac Science	Powerheart G3 Plus 9390E	3/26/2008	3/14/2016	3/14/2012	8/24/2017	N/A	8/24/2017
Ten Eyck Building		Mezzanine Elevator Bay	4167100	Cardiac Science	Powerheart G3 Plus 9390E	3/11/2008	3/15/2016	3/15/2012	8/24/2017	N/A	8/24/2017
Ten Eyck Building		Floor 07 Elevator Bay	4172378	Cardiac Science	Powerheart G3 Plus 9390E	3/26/2008	3/13/2016	3/13/2012	8/24/2017	N/A	8/24/2017
Ten Eyck Building		Floor 15 Elevator Bay	4167168	Cardiac Science	Powerheart G3 Plus 9390E	3/11/2008	3/14/2016	3/14/2012	8/24/2017	N/A	8/24/2017
Ten Eyck Building		Floor 09 Elevator Bay	4167202	Cardiac Science	Powerheart G3 Plus 9390E	3/11/2008	3/14/2016	3/14/2012	8/24/2017	N/A	8/24/2017
Ten Eyck Building		Floor 13 Elevator Bay	4167237	Cardiac Science	Powerheart G3 Plus 9390E	3/11/2008	3/13/2016	3/13/2012	8/24/2017	N/A	8/24/2017
Ten Eyck Building		Floor 11 Elevator Bay	4167656	Cardiac Science	Powerheart G3 Plus 9390E	3/11/2008	3/14/2016	3/14/2012	8/24/2017	N/A	8/24/2017
Ten Eyck Building		Floor 3- Elevator Bay	4165744	Cardiac Science	Powerheart G3 Plus 9390E	3/26/2008	3/14/2016	3/14/2012	8/24/2017	N/A	8/24/2017
Utica State Office Building	207 Genesee Street, Utica, NY 13501	Floor 02 near Fire Hose Cabinet next to Elevator B	4167104	Cardiac Science	Powerheart G3 Plus 9390E	3/11/2008	3/22/2016	3/22/2012	8/24/2017	N/A	8/24/2017
Utica State Office Building	207 Genesee Street, Utica, NY 13501	Stairwell Landing between 16th	4166926	Cardiac Science	Powerheart G3 Plus 9390E	3/17/2008	3/22/2016	3/22/2012	8/24/2017	N/A	8/24/2017
Utica State Office Building	207 Genesee Street, Utica, NY 13501	Floor 03 near Fire Hose Cabinet next to Elevator B	4167127	Cardiac Science	Powerheart G3 Plus 9390E	3/11/2008	3/22/2016	3/22/2012	8/24/2017	N/A	8/24/2017
Utica State Office Building	207 Genesee Street, Utica, NY 13501	Floor 07 near Fire Hose Cabinet next to Elevator B	4166936	Cardiac Science	Powerheart G3 Plus 9390E	3/11/2008	3/22/2016	3/22/2012	8/24/2017	N/A	8/24/2017
Utica State Office Building	207 Genesee Street, Utica, NY 13501	Floor 13 near Fire Hose Cabinet next to Elevator B	4167204	Cardiac Science	Powerheart G3 Plus 9390E	3/11/2008	3/22/2016	3/22/2012	8/24/2017	N/A	8/24/2017
Utica State Office Building	207 Genesee Street, Utica, NY 13501	Floor 05 near Fire Hose Cabinet next to Elevator B	4167008	Cardiac Science	Powerheart G3 Plus 9390E	3/11/2008	3/22/2016	3/22/2012	8/24/2017	N/A	8/24/2017
Utica State Office Building	207 Genesee Street, Utica, NY 13501	Floor 09 near Fire Hose Cabinet next to Elevator B	4167211	Cardiac Science	Powerheart G3 Plus 9390E	3/11/2008	3/22/2016	3/22/2012	8/24/2017	N/A	8/24/2017
Utica State Office Building	207 Genesee Street, Utica, NY 13501	Floor 11 near Fire Hose Cabinet next to Elevator B	4167043	Cardiac Science	Powerheart G3 Plus 9390E	3/11/2008	3/22/2016	3/22/2012	8/24/2017	N/A	8/24/2017
Utica State Office Building	207 Genesee Street, Utica, NY 13501	Floor 01 near Fire Hose Cabinet next to Elevator B	4167239	Cardiac Science	Powerheart G3 Plus 9390E	3/11/2008	3/22/2016	3/22/2012	8/24/2017	6/30/2016	8/24/2017
Utica State Office Building	207 Genesee Street, Utica, NY 13501	Floor 15 near Fire Hose Cabinet next to Elevator B	4167064	Cardiac Science	Powerheart G3 Plus 9390E	2/1/2008	3/22/2016	3/22/2012	8/24/2017	N/A	8/24/2017
Willard FO			A09K-05206	Philips	Onsite	N/A	6/30/2019	6/30/2015	6/30/2017	N/A	N/A

IFB Attachment 4

Sample Maintenance/Inspection Verification Form

Defibrillator (AED)

Maintenance/Inspection Verification Form

_____ _____
OGS Contract # **State Office Building**

_____ _____
Date of Service **Floors Serviced**

All Units Passed Inspection _____ Yes _____ No

Any/ All concerns relayed to Building Manager _____ Yes _____ No

Number of Units Serviced _____

Floors Covered _____

_____

Contractor Representative _____

Representative's Title _____

Representative's Phone _____

Representative's Signature _____

Building Manager _____

Building Manager's Signature_____