

-Responsibility Meeting Agenda
Regarding Contract Number _____ Electronic Key Systems and Telephone Equipment
(Contractor Name)
Thursday, February 14, 2008
11:00 am to 1:00 pm
Corning Tower 41st Floor Legal Conference Room

Purpose: Discuss Vendor Responsibility of _____

AGENDA/ ISSUES

1. Introductions and explanation of the process;
2. Summary of the need for the Office of General Services (OGS) to address _____ status as a responsible contractor during the term of the above referenced contract;
3. Statement from _____ as to why the State should regard them as a responsible and responsive contractor;
4. Discussion of the contract and its administration by _____;
5. Complaints, Errors, etc.;
6. Financial Matters;
8. Standard Vendor Responsibility Questionnaire;
9. Closing statements and discussion of next steps, as necessary.

Responsibility Meeting Issues and Questions

Regarding Contract Number _____ Electronic Key Systems and Telephone Equipment

_____ Corporation.

Thursday, February 14, 2008

11:00 am to 1:00 pm

Corning Tower 41st Floor Legal Conference Room

Purpose: Discuss Vendor Responsibility of _____ Corp.

- I. Introductions and Explanation of the Process
 - A. Conduct introductions and provide agenda and sign-in sheet (have copies made and distributed.)
 - B. Explain how the process will work (notes will be taken, compiled, typed up and sent to them. Notes will recap deliverables, if any. They will then have an opportunity to comment on meeting notes but their comments will only be added to the notes. They won't result in any changes to them.)
- II. Summary of the need for the Office of General Services (OGS) to address _____ status as a responsible contractor during the term of the above referenced contracts.
 - A. Discussion of SFL obligations and FLIP Analysis
- III. Request for a Statement from _____ as to why the State should regard them as a responsible and responsive contractor. (Let them give opening explanatory statement)
- IV. Discussion of the contract and its administration by _____.
 - A. Indications that company is not complying with contract terms and conditions.

Contractors must staff a maintenance center within the region bid. Please describe the maintenance centers staffed by _____ within Regions 1 and 3. In addition, page 30 of the Contract Award Notification requires that Contractors must maintain a spare parts inventory of critical parts at their maintenance facilities. Please describe the spare parts inventory maintained by _____.
 - C. Is Mr. _____ the contract administrator for these contracts? Is anyone else in charge of contract compliance? Is Mr. _____ familiar with the terms and conditions of the contract?
 - D. Has _____ complied with the requirement in the RFP that contractor's must provided electronic reports of contract purchases? Please provide copies of those reports.
 - E. How long has _____ had the d/b/a of _____ Communications? Was OGS notified of this?
- V. Complaints, Errors, etc.

A. With respect to the _____ complaint, _____ states that “_____ facilities personnel have, from the very beginning, resisted this “additional work” on top of their regularly assigned work and have displayed a certain amount of animosity towards _____ because of it. This animosity is manifested in a work product that is laden with errors and omissions. As a result of this arrangement, Vendor cannot complete the work required until the _____ personnel completed their work.” This resulted in delays. Who is the _____ technician responsible for performing work at the _____ facility? How long has he been employed by _____ and how long has he been servicing this account? Did Vendor advise facility of who would be the technician on their account? When? What is the typical turnaround time for completion of a work order? What has the completion time been at _____? Please explain what arrangements are made to ensure uninterrupted service while Mr. _____ is vacationing? Please explain the status of the December 2007 purchase order that is referred to in the complaint?

VI. Financial Matters

A. On the Financial Statement provided there is an asset listed as “Other Assets due from officer.” Would you please explain what this is?

B. The Financial Statement indicates that there are stockholders, but there are no SEC filings. Please explain why the company is exempt from filing with the SEC?

VII. Standard Vendor Responsibility Questionnaire

A. Where is the d/b/a filed? The question is left blank (Need revised SVRQ.)

B. Letterhead has wrong area code.

C. Please explain why the company also uses the address: _____?

VIII. Closing statements and discussion of next steps, as necessary.

A. Review deliverables and process for distribution of the minutes

Responsibility Meeting Regarding Contract Number _____
Electronic Key Systems and Telephone Equipment
_____ Corporation
Thursday, February 14, 2008
Corning Tower 41st Floor Legal Conference Room

Attendees:

I. Introductions and Explanation of the Process

At approximately 10:59 a.m., the responsibility meeting between the New York State Office of General Services (OGS) and _____ Corp. (____) was commenced. Members of OGS and _____ exchanged handshakes and business cards. _____, a Senior Attorney at OGS, opened up the meeting by asking that all the attendees state their name, title and business they represent. A sign-in sheet as well as an agenda was passed around.

_____, a Legal Assistant at OGS, was assigned to take notes [minutes] at the meeting. Once they are completed, _____(Vendor) will receive a copy to review with their Counsel, _____, and submit in the form of a letter, any corrections to the minutes to OGS. Their letter, if submitted, will then be added as a cover page to the notes/minutes.

II. Summary of the Need for the Office of General Services (OGS) to Address _____ Status as a Responsible Contractor During the Term of the Above-Referenced Contract

After introductions were completed, Attorney _____ gave an overview of how OGS determines if a vendor is responsible. The analysis process examines four areas of a Vendor: financial ability, legal ability, integrity and past performance.

III. Request for a Statement from _____ as to Why the State Should Regard as a Responsible and Responsive Contractor

Attorney _____ asked _____ to explain why they feel that they are a responsible and responsive vendor. _____, President of _____, explained that he has had three contracts and has provided equipment and services in a timely manner for those contracts. "I live by the contract," he stated. He also stated that he contacted _____(OGS Contract Administrator) because he did not want to act outside of the terms of the contract.

IV. Discussion of the Contract and its Administration by _____

Attorney _____ explained that OGS views the maintenance part of the contract as a separate Contract.

_____ was asked if they had viewed the contract award notification on the State's website. OGS then referred to a specific condition in the contract stating that "_____ will provide full delivery of parts," and then asked how they have complied with this term. _____ said that they have complied fully. OGS questioned whether _____ could currently comply. That is when _____ referred to the issue as a "clincher." According to Mr. _____, he cannot guarantee that he can get the parts. "How is that complying?" OGS asked. _____'s response indicated that they could provide maintenance as set forth in the contract and that the manufacturer is not necessary for the maintenance or any required software. The manufacturer has switched to refurbished phones because they have discontinued certain product lines and therefore "currently manufactured" equipment is no longer available. _____ stated that if the contract allows refurbished phones, then yes, _____ is compliant.

At this point, a member of the OGS Procurement Services Group (OGS PSG) explained some of the terminology used in the contract. The term "currently manufactured," as it applies to the contract, does not mean that the parts cannot be remanufactured. OGS understands that technology changes and wants to make sure that _____ can replace parts and that the parts will be compatible. The contract also called for a "manufacturer's certificate," which in essence means that the manufacturer will be able to supply equipment for a 10-year period so that the customer does not have to change their system. _____ thought that it meant that they had to get certification that the manufacturer was going to manufacture the product for 10 years. OGS PSG replied that this was an incorrect interpretation and that a condition like that could be impractical for a manufacturer; and that _____ should have raised this question during the question and answer period allowed in the procurement process.

_____ stated that they had taken the terms literally. There is a difference between used and refurbished phones. The contract does allow for refurbished phones; however OGS prefers new ones when available. A refurbished phone actually goes back to the manufacturer and carries the same guarantees as a new phone. OGS wants customers to get equipment that is warranted for a year.

At the beginning of the contract, _____ was able to buy equipment at a discount. The refurbished parts cost more. Mr. _____ has had to hunt for parts and has found that some companies do not have the parts he needs. This situation is out of OGS' control. OGS advised that they cannot tell Mr. _____ how to run his business. However, OGS did point out that there are contract update procedures - for changes such as raising prices - that can be implemented upon OGS approval. "I hope that this is a learning experience for you," a member of PSG added.

OGS also said that they realize that "there is such a thing as impossibility." However, inconvenience does not mean impossible and would not be a valid justification to get out of a contract. In the event that more questions should arise, Mr. _____ has been advised to seek answers from OGS directly through the OGS contract administrator, _____, as his function is to answer questions that vendors have relating to contracts.

Attorney for Vendor explained to Mr. _____ that if he cannot meet the contract terms, it will hurt his future business in the public and governmental sector. OGS revisited the question as to whether or not _____ could comply with the terms of the contract. "Yes, I guess so," was Mr. _____ response, "I feel like I am getting myself into a big hole." OGS explained that one of _____ customers gave the impression that _____ had an attitude of "I'm just not doing this." In response, Mr. _____ said that he can get the equipment and will duly notify OGS of any future problems.

OGS wanted to know what type of maintenance _____ provides (whether it was preventive or remedial). Mr. _____ wanted to know OGS' definition of preventive. Preventive maintenance can be equated to a tune-up or oil change on a car. It involves taking steps before a problem exists. Mr. _____ said that he does not do preventive maintenance regularly.

The contract calls for there to be maintenance centers within each of the regions that _____ has bid on. Mr. _____ only has a center in _____ County. He does not have one in Region _____. He does, however, have a subcontractor that can be contacted by Region _____ customers. OGS was not notified that _____ was using a subcontractor. OGS Attorney _____ said that OGS needs to approve the subcontractor and asked _____ to submit contact information on the subcontractor, including a description of who they are and two references. The subcontractor is also a backup for Region _____.

(Also included in original meeting minutes was the discussion of the particular complaint and need for sales reports)

(Detailed information about the establishment of the d/b/a was addressed.)

The letterhead used to send OGS correspondence uses the d/b/a name but does not refer to _____ (Vendor legal Name) anywhere. The Office of the State Comptroller (OSC), will only issue checks to the legal entity that is named in the contract. OSC will not issue a check to a d/b/a name - even if all the other numbers matchup. "Is that why you haven't been paying me?" Mr. _____ asked in a humorous manner. "Possibly," a member present from OGS replied.

V. Complaints, Errors, etc.

The Meeting then reverted back to _____ (complainant). OGS wanted to know what additional work _____ had to do on their phone system.

VI. Financial Matters

OGS would like to know what the asset listed as "Other Assets due from officer" means on _____ Financial Statement. "You gotta call my CPA," Mr. _____ jokingly explained, "I'm not a financial person." Attorney (for Vendor) assured OGS that they will get a statement explaining this allocation in the Financial Statement.

VII. Standard Vendor Responsibility Questionnaire

Mr. _____ is the sole stockholder of _____ Corp. The stock of the company is privately held, therefore, there is no need for the company to file with the SEC.

OGS raised a question regarding two addresses that have been used for _____ Corp. One address is in _____, FL and the other address is in _____ NY. The _____ address has been used because Mr. _____ got his business approved in _____. As for the _____ NY address, that is his previous address. The _____ address is Mr. _____ residential address. Another address mentioned at the meeting was located in _____. This was Mr. _____ “previous-previous” address. Even so, the New York State Department of State (DOS) has the incorrect address for _____. OGS advised that _____ needed to change address with DOS and provide to OGS proof of this change of address with DOS.

VIII. Closing Statements and Discussion of Next Steps, as Necessary

OGS asked Mr. _____ if he wants to continue servicing the contract. Mr. _____ reply was “Yes.” OGS explained to Mr. _____ that the contract can be assigned. In that case, _____ would contact OGS and explain that they found a vendor to assign the contract to and give a reason for the request. _____ and the assignee would also be required to complete paperwork. OGS would then do a responsibility check/ review on the new vendor. The new vendor would be signing-up and subject to all terms and conditions that is in _____ current contract with New York State.

OGS Attorney _____ wrapped-up the meeting by recapping the meeting’s “take-aways”:

- _____ will provide OGS with reports of contract purchases;
- _____ will provide OGS with information on whether they are using the d/b/a and, if so, proof that it was filed;
- _____ will provide OGS with proof that their current address has been updated with DOS;
- _____ I will work on its relationship with _____ facility and will keep OGS updated on the same;
- _____ will request approval of its subcontractor from OGS; and
- _____ will provide OGS with the information requested on _____ financial statement.

_____ has two weeks from the day of the meeting, February 14, 2008, to submit the above-mentioned items.

_____ attorney thanked OGS for their time and shook hands. A copy of the sign-in sheet was provided to each attendee. At approximately 12:25 p.m., the responsibility meeting between the New York State Office of General Services and _____ concluded.

August 3, 2006

Ms. _____, President
_____ Corporation

_____, New York

Dear Ms. _____:

Re: Contract #
Moving Services

The New York State Office of General Services (OGS) has an obligation to ensure our contract vendors are responsible not only at the time of contract award, but thereafter. It has recently come to our attention that

Upon review of this information, as well as our own independent research, we have determined that a meeting to discuss certain of the issues of concern is warranted at this time, to enable us to make a determination of responsibility of your company.

We invite you to attend a responsibility meeting to be held on Tuesday, August 22, 2006 at 2:00 pm in the 38th Floor, Procurement Services Group Large conference room of the Corning Tower, Empire State Plaza Albany, New York. The purpose of the meeting is to discuss the financial capacity, legal authority, integrity and past performance history of _____ Moving Corporation as part of our responsibility review process prior to the expenditure of state funds.

To complete our determination of responsibility, we ask that you attend this meeting and provide copies of the following documents for our review no later than Thursday, August 17, 2006 to enable us time to review the documents in advance of the meeting:

1. A copy of _____ Moving Corporation's most recent financial statement, identifying current assets and liabilities.
2. A copy of the Amended Certificate of Incorporation for _____ Moving Corporation, indicating the present corporate location and officers.
3. A copy of _____ Moving Corporation's current By-laws indicating the present corporate officers and location(s) for the business.
4. A copy of the email or other document your corporation sent to Dun & Bradstreet on June 15, 2005 through the use of Dun & Bradstreet's Internet-based update method (eUpdate at www.dnb.com) in which you confirmed the company name, address, principals, annual sales and operational information.

5. Proof that the following Judgment has been paid: Judgment filed on behalf of the NYC Department of Finance in the Kings County Clerk's office, Docket Number _____, filed 10/__/200_ in the amount of \$_____.
6. Proof that _____ Moving Corporation is a separate female owned enterprise, with no business, professional or personal relationship with _____ Moving & Storage Corporation.

7.

Please be advised that during the meeting we intend to question you relative to the above-referenced documents. Additionally, we would like to know what the relationship is between yourself and Mr. _____. We need to know if Mr. _____ works in the same building as you do and what if anything the two corporations share, including but not limited to office building, office space, vehicles, equipment, staff and employees. We will also need information as to your actual duties, as well as the duties of the other officers and office employees of _____ Moving Corporation. You stated that Mr. _____ refers certain bids to you and we are interested in learning more about your interactions and referrals from and to Mr. _____.

Attendees at this meeting from OGS will be Assistant Director, _____; Team Leader, _____; Assistant Counsel Noreen VanDoren and myself.

Upon receipt of this letter, and no later than Wednesday, August 16, 2006, please contact me to confirm your attendance at the meeting and to advise if you will be bringing other representatives from your company with you. Please be advised our agency Assistant Counsel will be in attendance, and you are welcome, but not required to, bring your own attorney to this meeting. For security reasons, we need to be advised of the names of the attendees no later than Wednesday, August 16, 2006 so that we can share that information with our security staff. You should plan on arriving a minimum of one half hour prior to the meeting for security clearance (which includes a photo ID) and to allow sufficient time for parking, if necessary.

Lastly, we are informing you that failure to respond to this meeting request by August 16, 2006, and to attend this responsibility meeting with our agency to discuss the above-referenced responsibility issues will result in a finding of non-responsibility against your company and a suspension and possible termination of your contract. This determination may also impact other contracts for which you may bid in the future.

Please contact me at 518-474-____ or via email at _____@ogs.state.ny.us if you have any questions or concerns. I look forward to meeting with you on August 22, 2006.

Sincerely,

Purchasing Officer

cc: _____, Assistant Director
_____, Team Leader
N. VanDoren, Assistant Counsel