



Office of Information
Technology Services

ANDREW M. CUOMO
Governor

ROBERT H. SAMSON
Chief Information Officer

Sent via email to Jcaridi@icascorp.com

Jim Caridi
ICAS Corp
42-19 23rd Avenue
Long Island City, NY 11105

RECEIVED
NYS OFFICE OF THE ATTORNEY GENERAL

JUL 26 2019

CONTRACT APPROVAL UNIT

Re: Contract No. C000611 - amendment per the New York State Attorney General

This letter amendment amends Section 1.20(B) – Termination for Cause of Appendix C to Contract No. C000611 between the New York State Office of Information Technology Services ("ITS") and ICAS Corp ("Contractor") for the performance of varying network cabling services statewide. The third paragraph of said section is amended as follows:

If, due to default that remains uncured for the period provided herein, a third party shall commence to perform Contractor's obligations under the Contract, the State shall thereafter be released from all obligations to Contractor hereunder, including any obligation to make payment to Contractor, provided however that the State, at its sole discretion, may ~~[shall continue to be obliged to]~~ pay for any and all Services provided prior to any such date.

This letter amendment, duly executed by the parties on the date and year set out below, shall take effect upon approval by the Office of the State Comptroller.

STATE OF NEW YORK
OFFICE OF INFORMATION TECHNOLOGY SERVICES

BY: *Ant L. Williams*

TITLE: Director, Procurement + Contract Support

Date: 7/26/19

ICAS Corp

BY: Jim Caridi

TITLE: GIO

Date: 7/16/2019

APPROVED AS TO FORM
NYS ATTORNEY GENERAL

JUL 26 2019

Lorraine I. Remo
LORRAINE I. REMO
SECTION CHIEF

APPROVED
DEPT. OF AUDIT & CONTROL

Dec 04 2019
Melissa Taub

APPROVED AS TO FORM:

NYS OFFICE OF THE ATTORNEY GENERAL

By: _____

APPROVED:

NYS OFFICE OF THE STATE COMPTROLLER

By: _____

FOR THE STATE COMPTROLLER

Title: _____	Title: _____
Date: _____	Date: _____

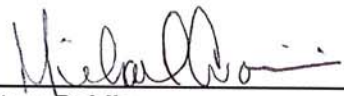
CORPORATE ACKNOWLEDGMENT

STATE OF New York }

ss.:

COUNTY OF Queens }

On the 16th day of July in the year 2019, before me personally appeared: Jim Caridi, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that his/her place of business is at ICAS Corp., Town/City of Long Island City, County of Queens, State of New York; and further that s/he is the CIO of ICAS, the corporation described in said instrument; that, by authority of the Board of Directors of ICAS Corp., s/he is authorized to execute the foregoing instrument on behalf of ICAS Corp. for purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.



Notary Public

MICHAEL GUARINI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01GU6355996
Qualified in Nassau County
My Commission Expires 03-20-2021

CONTRACT #C000611

BETWEEN

THE NEW YORK STATE OFFICE OF INFORMATION TECHNOLOGY SERVICES

AND

ICAS CORP.

This Contract is between New York State by its designee, the NYS Office of Information Technology Services ("ITS" or "State"), with offices at the Swan Street Building, Empire State Plaza, Albany, New York, and ICAS Corp. ("ICAS" or "Contractor") with offices at 42-19 23rd Avenue, Long Island City, New York 11105, collectively referred to as the "Parties."

WHEREAS, on March 7, 2019, the State issued a Request for Proposals ("RFP") RFP C000522 – Network Cabling Services seeking qualified, responsive, and responsible vendors for a periodic recruitment Master Services Agreement ("MSA") to perform varying network cabling services statewide, including, but not limited to: structured copper cabling installation, maintenance, and repair (inside/outside plant); structured fiber optic cabling installation, maintenance, and repair (inside/outside plant); and excavation services relating to cabling installation, maintenance, and repair; and

WHEREAS, in response to the RFP, Contractor submitted a Proposal received on May 2, 2019 ("Contractor's Proposal"); and

WHEREAS, Contractor's Proposal was evaluated by the State and selected as a qualified, responsive, and responsible vendor for Lot 1 and Lot 2 as described in the RFP.

NOW THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

1. CONTRACT

The Contract between the Parties consists of the following documents listed below in the following order of precedence:

- (i) Appendix A – Standard Clauses for All New York State Contracts;
- (ii) This contract document setting forth the final agreement between the Parties;
- (iii) Appendix C – ITS Standard Contract Clauses, including Appendix C-1 – Contractor's Insurance Requirements;
- (iv) ITS Request for Proposal Number C000522, as revised on March 28, 2019, including all appendices, attachments, exhibits, and ITS' Responses to Submitted Questions dated April 18, 2019;
- (v) Contractor's clarification dated May 20, 2019; and
- (vi) Contractor's Proposal received May 2, 2019.

The State rejects all other Extraneous Terms submitted by Contractor not expressly accepted herein.

2. CONTRACT TERM

The term of the Contract shall be five (5) years. The Contract shall take effect and commence upon the approval of the Contract by the New York State Office of the State Comptroller.

3. CONTRACTOR MATERIAL AND LABOR RATE CATALOG

Contractor's pricing shall not exceed the material and labor rates set forth in Contractor's Attachment 18 – Contractor Material and Labor Rate Catalog submitted, certified, and accepted by ITS. Contractor's Material and Labor Rate Catalog may only be modified as set forth in Section 5.2 of the RFP and Section 1.15 of Appendix C.

IN WITNESS WHEREOF, this Contract has been duly executed on the date and year set out below.

NYS OFFICE OF INFORMATION TECHNOLOGY SERVICES

By: Clinton Richards

Name: Clinton Richards

Title: Director, Procurement +
Contract Support

Date: 7/2, 2019

ICAS CORP.

By: James Caridi

Name: James Caridi

Title: CIO

Date: 6/4, 2019

APPROVED AS TO FORM:		APPROVED:
NYS OFFICE OF THE ATTORNEY GENERAL	APPROVED AS TO FORM NYS ATTORNEY GENERAL	NYS OFFICE OF THE STATE COMPTROLLER
By: _____	JUL 26 2019	By: _____
Title: _____	<u>Lorraine I. Remo</u>	Title: _____
Date: _____	LORRAINE I. REMO SECTION CHIEF	Date: _____
		<div style="border: 1px solid black; padding: 5px;">APPROVED DEPT. OF AUDIT & CONTROL Dec 04 2019 Melissa Taub FOR THE STATE COMPTROLLER</div>

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CORPORATE ACKNOWLEDGMENT

STATE OF NY }
COUNTY OF QUEENS } ss.:

On the 4th day of JUNE in the year 2019, before me personally appeared: JAMES CARIDI, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that his/her place of business is at ICAS CORPORATION, Town/City of NEW YORK, County of QUEENS, State of NY; and further that s/he is the CIO of ICAS CORP the corporation described in said instrument; that, by authority of the Board of Directors of ICAS CORP, s/he is authorized to execute the foregoing instrument on behalf of ICAS CORP for purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.


Notary Public

MARO CHAKRIAN
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01CH6048924
QUALIFIED IN QUEENS COUNTY
MY COMMISSION EXPIRES 10-02-2022

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Office of Information Technology Services

ANDREW M. CUOMO
Governor

November 20, 2019

Jim Caridi
ICAS Corp
42-19 23rd Avenue
Long Island City, NY 11105

Re: Contract No. C000611 - amendment per the New York State Office of the State Comptroller

This letter amendment amends Section 1.15 – Payment for Billing, Services, and Pricing of Appendix C and Contractor's Attachment 18 – Contractor Material and Labor Rate Catalog to Contract No. C000611 between the New York State Office of Information Technology Services ("ITS") and ICAS Corp. ("Contractor") for the performance of varying network cabling services statewide. The second paragraph of Section 1.15 of Appendix C is amended as follows:

Contractor shall invoice ITS after final acceptance of the work product by ITS by its execution of the Work Product Acceptance Form (Appendix I) [monthly, in arrears,] for all Services rendered with appropriate detailed invoices in a form agreed to and as directed by ITS. Invoices shall be due five (5) business days after receipt of the fully executed Work Product Acceptance Form [the last day of the month]. The Comptroller shall render payment for invoices under this Contract in accordance with ordinary State procedures and practices.

Contractor's Attachment 18, Lot 1 – Materials, is amended to properly apply the discounts listed in the column labeled "Discount" to the pricing listed in the column labeled "MSRP" resulting in the pricing listed in the column labeled "Not-to-Exceed Pricing" being below the MSRP for the applicable products listed in the following tabs: Cabinet Products, Cable Products, Cable Management, Firestop Products, Inside Plant, Label Products, Mounting Hardware and Security Cabling. Contractor's Attachment 18, Lot 1 – Materials, is amended to move the pricing in the column labeled "Not-to-Exceed Price" to the column labeled "MSRP" then properly applying the discounts listed in the column labeled "Discount" to the pricing listed in the column labeled "MSRP" resulting in the pricing listed in the column labeled "Not-to-Exceed Price" being below the MSRP for the applicable products listed in the following tab: Ladder Rack. A revised Attachment 18, Lot 1 – Materials, is attached hereto and made a part hereof

This letter amendment, duly executed by the parties on the date and year set out below, shall take effect upon approval by the Office of the State Comptroller.

STATE OF NEW YORK
OFFICE OF INFORMATION TECHNOLOGY
SERVICES

BY: Andrew Cuomo

TITLE: Director, Procurement + Contract Support

Date: 11/25/19

ICAS CORP
Federal Identification No: 11-2590354

BY: Jim Caridi

TITLE: CFO

Date: 11/21/19

APPROVED:

NYS OFFICE OF THE STATE
COMPTROLLER

By: _____

Title: _____

Date: _____

APPROVED

DEPT. OF AUDIT & CONTROL

Dec 04 2019

Melissa Taub

FOR THE STATE COMPTROLLER

CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK

SS.:

COUNTY OF QUEENS

BAEVA HRISTINA G

NOTARY PUBLIC-STATE OF NEW YORK

No. 01BA6345178

Qualified In Queens County

My Commission Expires 07-18-2020

On the 21 day of NOVEMBER in the year 2019, 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 his/her place of business is at OUR ADDRESS: 42-19, 23RD AVENUE, Town/City of ASTORIA, County of QUEENS, State of NEW YORK; and further that s/he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of _____, s/he is authorized to execute the foregoing instrument on behalf of _____ for purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

HRISTINA BAEVA
Notary Public

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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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. CONFLICTING TERMS. 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. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. 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. NO ARBITRATION. 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. SERVICE OF PROCESS. 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. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. 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.

a contract and appears on the Prohibited Entities list after contract award.

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

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SECTION 1 - TERMS AND CONDITIONS

The Procurement, the Proposer's Proposal, and the contract award that results from this Request for Proposals (RFP) are subject to and incorporate the following terms and conditions.

1.1 CONTRACT TERM

The term of the Contract shall be five (5) years. The Contract shall take effect and commence upon the approval of the Contract by the Office of the State Comptroller of the State of New York ("OSC" or "Comptroller"), as applicable.

1.2 MODIFICATION OF CONTRACT

The State reserves the right to renegotiate the terms and conditions of the Contract in the event that applicable New York State or federal laws, statutes, rules, regulations, policies, and/or guidelines are altered from those existing at the time the Contract is approved by the Comptroller in order to ensure continuous compliance therewith. The Contract is subject to amendment only upon mutual consent of the parties, reduced to writing and approved by the State's Attorney General and Comptroller. Contractor warrants that it will comply with all laws, ordinances, rules, and regulations.

1.3 EXECUTORY PROVISION/CONTRACT FORMATION

The State Finance Law of the State of New York, Section 112, requires that any contract entered into by a State Agency with a value in excess of fifty thousand dollars (\$50,000) must first be approved by OSC before becoming effective. The Parties recognize that the Contract is wholly executory until approved by the Comptroller.

1.4 INTEGRATION, MERGER, AND ORDER OF PRECEDENCE

The Contract shall be comprised solely of the following documents. In the event of an inconsistency or conflict in terms, precedence shall be given in the order indicated:

- Appendix A -Standard Clauses for New York State Contracts
- Any Amendments to the Contract
- The Contract and clarifying documents, if any, setting forth the final agreements, clarifications, and terms between the Request for Qualifying Proposals and Contractor's Proposal
- This ITS Request for Proposals and all its exhibits, appendices, and attachments
- Contractor's Proposal

Only those documents expressly indicated above shall be deemed a part of the Contract, and references contained in those documents to additional Contractor documents not referenced above, shall be of no force and effect.

All prior agreements, representations, statements, negotiations, and undertakings between the parties are superseded.

The terms, provisions, representations, and warranties contained in the Contract shall survive performance hereunder.

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1.5 CONTRACTOR RESPONSIBILITIES, QUALIFICATIONS, AND CHANGE IN STATUS

- **Responsibilities**

The Contractor is responsible for providing Services in accordance with the specifications set forth in the RFP and for meeting all Contract obligations set forth in the Contract, including all Exhibits, and any subsequent amendments mutually agreed to in writing by the Parties. Contractor is also responsible for all services, functions, processes and responsibilities, whether or not specifically described in the Contract, which are required, implied, or inherent for all services provided hereunder to be performed in a workmanlike manner.

- **Qualifications**

Contractor acknowledges that the Contract is being entered into by the State in reliance on Contractor's Proposal and its representations concerning the particular qualifications, experience, management, and technical expertise of the Contractor and its personnel, and the pricing for same. Any and all copper and/or fiber manufacturer certifications must be maintained throughout the term of the Contract. ITS reserves the right to request a copy or copies of any such certifications upon ten (10) days' notice to the Contractor.

- **Substantial Change in Contractor Status**

Throughout the Contract term and any extensions, in addition to the requirements of NYS Finance Law §138 (requiring the State's approval of subcontractors and assignments and/or conveyances), the Contractor shall notify the State of any substantial change, as defined below, in the ownership or financial viability of the Contractor, its Affiliates, subsidiaries or divisions, or partners. Such notice, and details of any such change, shall be provided in writing immediately when such is first known by Contractor, its Affiliates, subsidiaries or divisions, or subcontractors.

"Substantial" change shall refer to sales, acquisitions, mergers or takeovers involving the Contractor, its Affiliates, subsidiaries or divisions, or partners that result in a change in the controlling ownership or assets of such entity after the submission of the Proposal; entry of an order for relief under Title 11 of the United States Code; the making of a general assignment for the benefit of creditors; the appointment of a receiver of Contractor's business or property or that of its Affiliates, subsidiaries or divisions, or partners; or action by Contractor, its Affiliates, subsidiaries or divisions, or partners under any State insolvency or similar law for the purposes of its bankruptcy, reorganization, or liquidation; or court ordered liquidation against Contractor, its Affiliates, subsidiaries or divisions, or partners.

Upon the State's receipt of such notice, the State shall have thirty (30) business days from the date of notice to review the information. The Contractor may not transfer the Contract to or among Affiliates, subsidiaries or divisions, or partners, or to any other person or entity, without the express written consent of the State. In addition to any other remedies available at law or equity, the State shall have the right to cancel the Contract, in whole or in part, for cause if it finds, in its sole judgment, that such substantial change adversely affects the delivery of engagement Services or is otherwise not in the best interests of the State.

- **Vendor Responsibility - General**

It shall be a requirement of this Contract that Contractor continue to be responsible, within the meaning of the State Finance Law, relevant case law and applicable guidelines, throughout the term of the Contract and any extensions. The Contractor agrees to present evidence of its continuing legal authority to do business in NYS, integrity, experience, ability, prior performance, and organizational and financial capacity, if requested by ITS. Upon request by ITS, Contractor shall update the information provided in the Vendor Responsibility Questionnaire submitted with its Proposal within ten (10) business days of such request.

- **Suspension of Work for Non-Responsibility**

ITS, in its sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when it 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

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activity may resume at such time as ITS issues a written notice authorizing a resumption of performance under the Contract.

- **Termination for Non-Responsibility**

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate ITS officials or staff, the Contract may be terminated by ITS at the Contractor's expense, where the Contractor is determined by ITS to be Non-Responsible. In such event, ITS may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

1.6 INDEPENDENT CONTRACTOR

Contractor is an Independent Contractor, and its officers, employees, subcontractors and agents shall act in such an independent capacity and not as officers or employees of the State in the performance of the Contract. They are not employees of the State and are not entitled to any of the benefits associated with such employment.

1.7 CONTRACTOR PERSONNEL

All Contractor's officers and employees, subcontractors, or agents performing work under the Contract must meet or exceed the technical and training qualifications set forth in the RFP or the Proposal, whichever is higher, and must comply with all security and administrative requirements of ITS. ITS may refuse access to or require replacement of any Contractor employee that ITS determines poses a security risk, has a work performance that ITS finds inadequate or unacceptable, or otherwise fails to meet ITS business requirements or expectations.

1.8 BACKGROUND CHECKS

All Contractor Staff shall, prior to the commencement of any Services, whether on or off-site, comply with all State onboarding and security clearance requirements, including training, required for access to State Data or required for access to State facilities. This includes requirements related to the access of Regulated Data (See Appendix J), including any requirements of the Public Safety agencies, and those related to the Federal Bureau of Investigation Criminal Justice Information Services (CJIS) Security Policy (<http://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center>).

Contractor agrees that its workers performing services on-site at State Facilities or those with logical access to State Data (i.e. log-in access) shall be required to undergo the same security clearances as those required of ITS employees. If not physically or virtually escorted, each prospective and current worker of Contractor designated to work under the Contract with ITS shall submit identifying information to the State and be fingerprinted. ITS shall arrange for the scheduling of fingerprinting.

Such fingerprints shall be submitted to the NYS Division of Criminal Justice Services for a state criminal history record check and, where authorized, to the Federal Bureau of Investigation for a national criminal history record check.

All expenses, including travel and lodging, associated with the onboarding and security clearance process including fingerprinting of Contractor Staff are the responsibility of the Contractor and are not reimbursable.

The State shall make all suitability determinations on Contractor Staff. For purposes of this Section, a "suitability determination" is a determination that there are reasonable grounds to believe that an individual will likely be able to perform the Contract requirements without undue risk to the interests of the State. Failure of a security clearance or non-compliance with this Section will disqualify any Contractor Staff, from performing any Services on the Contract. If any Contractor Staff are removed from providing

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Services under the Contract, they may be subject to all onboarding and security clearance requirements if they are returned to performing Services under the Contract.

1.9 EMPLOYMENT REPORTING REQUIREMENTS

To the extent that this is a consulting services contract as described in §163(14)(d) of the New York State Finance Law ("SFL"), Contractor shall comply with all ITS requests and requirements related to reporting under §163(4)(g) of the SFL. Furthermore, all subcontracts entered into by Contractor for purposes of performing the Contract shall contain a provision whereby subcontractors agree to comply with ITS requests and requirements related to reporting under §163(4)(g) of the SFL. Reports and forms filed by Contractor pursuant to this section shall be available for public inspection and copying under the provisions of the Freedom of Information Law (FOIL).

1.10 COOPERATION WITH THIRD PARTIES

Upon the request of the State, the Contractor shall be responsible for fully cooperating with any third party, including but not limited to other contractors or subcontractors of the State, relating to the delivery or coordination of Services.

1.11 COOPERATION WITH INVESTIGATIONS, AUDITS, AND LEGAL PROCEEDINGS

Upon the request of ITS, the Contractor shall cooperate with the State in any investigation, audit, or other inquiry related to the Procurement or the resulting Contract or any litigation relating thereto, at no cost to ITS or the State. This provision shall survive the termination of the Contract.

1.12 WORK OUTSIDE THE SCOPE OF THE CONTRACT

The Contractor must not perform work outside the scope of the Contract, unless such work is authorized by a properly executed written amendment to the Contract, and, if applicable, approved by the Comptroller. Any work not so authorized will not be compensated.

1.13 NOTICE OF CIRCUMSTANCES EXPECTED TO ADVERSELY AFFECT CONTRACTOR'S PERFORMANCE

The Contractor shall immediately notify ITS upon learning of any situation that can reasonably be expected to adversely affect the delivery of Services under the Contract. If such notification is verbal, the Contractor shall follow such initial verbal notice with a written notice to ITS which shall include a description of the situation and a recommendation of a resolution within three (3) calendar days of Contractor's becoming aware of the situation.

1.14 NOTICE

All notices given pursuant to this Contract shall be in writing and shall be validly given when mailed by registered or certified mail, or hand delivered. Such notices shall be addressed as set forth below, or to such different addresses as the parties may from time-to-time specify by written notice to the other party. The Parties agree to mutually designate individuals as their respective representatives for purposes of this Contract.

For the NYS Office of Information Technology Services:

Procurement and Contract Support Unit
NYS Office of Information Technology Services
Empire State Plaza, PO Box 2062
Albany, NY 12220-0062

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For Contractor:

[Name]
[Title]
[Street Address]
[City, State, Zip code]
Telephone Number: ()

Additional individuals may be designated, in writing, by the parties for purposes of communications related to administration/billing, problem resolution, and/or for dispute resolution.

1.15 PAYMENT FOR SERVICES, BILLING, AND PRICING

- **Payment for Services**

Payments for Services rendered shall be in accordance with the Contract. All rates must be inclusive of any and all direct and indirect costs including contract administrator, clerical personnel, travel, computer charges, postage and all other expenses related to the engagement. ITS will not pay overtime rates for hours worked over 40 per week.

- **Billing**

Contractor shall invoice ITS monthly, in arrears, for all Services rendered with appropriate detailed invoices in a form agreed to and as directed by ITS. Invoices shall be due five (5) business days after the last day of the month. The Comptroller shall render payment for invoices under this Contract in accordance with ordinary State procedures and practices.

- **Pricing**

Any annual increase in prices shall be the lesser of (a) a cap at 3%; or (b) a cap at the CPI-U (Consumer Price Index – All Urban Consumers) for the preceding twelve-month period that is published by the U.S. Department of Labor's Bureau of Labor Statistics on or about 90 days prior to the anniversary date of OSC's approval of the Contract, whichever is less.

1.16 ELECTRONIC PAYMENT REQUIREMENT

Contractor shall provide complete and accurate billing invoices to ITS in order to be eligible for payment. Billing invoices submitted to ITS must contain all information and supporting documentation required by the Contract, ITS, and the Comptroller. Payment for invoices submitted by the Contractor shall be rendered electronically, unless payment by paper check is expressly authorized by ITS, in its 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 Comptroller's procedures to authorize electronic payments. Authorization forms are available at the Comptroller's website at www.osc.state.ny.us/epay/index.htm, by e-mail at ePayments@osc.state.ny.us, or by telephone at 518-474-4032. Contractor acknowledges that it will not be eligible for payment on any invoices submitted under this Contract if it does not comply with the Comptroller's electronic payment procedures, except where ITS has expressly authorized payment by paper checks as set forth above.

1.17 WARRANTIES AND GUARANTEES

Where a Manufacturer generally offers additional or more advantageous warranties than set forth in the Contract, Contractor shall offer or pass through any such warranties to the State.

- A. **Contract Deliverables.** Contractor warrants and represents that the Services required by the RFQP and the Contract shall be performed or provided in accordance with all the terms and conditions, covenants, statements, and representations contained in the Contract.

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- B. **Compliance with laws.** Contractor warrants and represents that, throughout the term of the Contract and any extensions, Contractor shall meet or exceed all requirements of the Contract and any applicable laws, including but not limited to those related to insurance, and agrees to provide such proof as required by ITS.

Contractor warrants and represents that, throughout the term of the Contract and any extensions, and in the performance of obligations under the Contract, it will: (i) comply with all applicable laws, ordinances, rules and regulations of any governmental entity; (ii) pay, at its sole expense, all applicable permits, licenses, tariffs, tolls and fees; and (iii) give all notices required by any laws, ordinances, rules, and regulations of any governmental entity. Failure to do so may constitute grounds for ITS to terminate or suspend the Contract, in whole or in part, or to take any other action deemed necessary by ITS.

- C. **Workmanship Warranty.** Contractor warrants and represents that all components or deliverables specified and furnished by or through Contractor under the Contract shall meet the completion criteria set forth in the Contract and any subsequent personnel request documents, and that Services will be provided in a professional and workmanlike manner in accordance with the highest applicable industry standards. Failure to do so may result in the State finding that Contractor is in default of its Contract obligations.

- D. **Personnel Eligible for Employment.** Contractor warrants and represents that all personnel performing Services under this Contract are eligible for employment in the United States and shall remain so throughout the term of the Contract and any extensions. Contractor shall provide such proof of compliance as is required by ITS.

- E. **Service Guarantee.** Contractor's failure to satisfy performance standards or requirements set forth herein may result in a credit or chargeback in an amount pre-determined by the parties. The Chargeback shall be paid to ITS in the form of a credit to ITS against the Contractor's invoice submitted to ITS immediately following the month in which the Contractor failed to satisfy the standard or requirement.

- F. **Survival of Warranties.** All warranties contained in the Contract shall survive the termination of the Contract.

Limitations: THE WARRANTIES SET FORTH IN THE CONTRACT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

1.18 INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither Party shall be liable for any delay or failure in performance resulting from a force majeure event. The Parties shall use all reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors, if any, and shall fully indemnify and save harmless the State and ITS from suits, actions, damages, and costs of every name and description relating to personal injury and damage to real or personal property caused by Contractor, its agents, employees, partners, or subcontractors, if any, without limitation; provided however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the negligent act or negligent failure to act of the State.

Contractor shall indemnify, defend, and hold the State harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret, or other third-party proprietary right in relation to the Products furnished or utilized, provided that the State shall give Contractor: (i) prompt written notice of any action, claim, or threat of infringement suit, or other suit, (ii) the

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opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense; and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as ITS shall require. This paragraph shall not apply to that portion of any infringement claim which results from a material modification by ITS, without Contractor's approval, of any Product provided by Contractor pursuant to this Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation," and regardless of the basis on which the claim is made, Contractor's liability under the Contract for direct damages shall be limited to the greater of the following: (i) \$1,000,000 (One Million Dollars); or (ii) two (2) times the amounts paid to the Contractor under the Contract during the twelve (12) months of the contract term which precedes the giving of notice of the claim by the State. For this purpose, amounts paid shall include, but not be limited to, payments made electronically, by check, by offset, or by the application of credits from the Contractor to the State. Unless otherwise specifically enumerated herein, neither Party shall be liable to the other for special, indirect, or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work), even if the Party has been advised of the possibility of such damages. Neither Party shall be liable for lost profits, lost revenue, or lost institutional operating savings.

The State may, in addition to other remedies at law or equity, and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the State.

The State does not agree to any indemnification provisions that require the State to indemnify or save harmless Contractor or third parties.

1.19 SUSPENSION OF WORK

ITS reserves the right to suspend any or all activities under the Contract, at any time, in the best interests of the State or ITS. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on State spending, declaration of emergency, or other such circumstances. Upon issuance of such notice, the Contractor shall comply with the suspension order. Contractor shall be paid for services performed prior to suspension in accordance with the Contract. Activity may resume at such time as ITS issues a formal written notice authorizing a resumption of work.

1.20 TERMINATION

A. For Convenience

The State retains the right to cancel the Contract without cause, provided that Contractor is given at least thirty (30) calendar days' notice of the State's intent to cancel without penalty to the State or imposition of other early termination charges. 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. In the event of cancellation without cause by the State, the State agrees to negotiate a payment for Services performed by the Contractor prior to termination.

A. For Cause

For any material breach or failure of performance of the Contract by the Contractor, the State may provide written notice of such breach or failure. The State may terminate the Contract if the Contractor does not cure such breach or failure within thirty (30) calendar days after the giving of written notice to cure.

No delay or omission to exercise any right, power, or remedy accruing to the State or ITS upon breach or default by the Contractor under the Contract shall impair any such right, power or remedy,

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or shall be construed as a waiver of any such breach or default, or any similar breach or default thereafter occurring nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

If, due to default that remains uncured for the period provided herein, a third party shall commence to perform Contractor's obligations under the Contract, the State shall thereafter be released from all obligations to Contractor hereunder, including any obligation to make payment to Contractor, provided however that the State shall continue to be obliged to pay for any and all Services provided prior to any such date. If the State employs a third party to perform Contractor's obligations under the Contract, Contractor shall be liable for the payment of any cost differential that the State incurs as a result of having to employ such third party to cure or resolve the issue.

B. For Suspension or Delisting of Contractor's Securities

If the Contractor's securities are suspended or delisted by the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, as applicable, if the Contractor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any statute of any state relating to insolvency or the protection of rights of creditors, the State, in its sole discretion, may terminate the Contract in accordance with the Contract or exercise such other remedies as shall be available under the Contract, at law and/or equity.

C. For Vendor Responsibility Related Findings

ITS may, in its sole discretion, terminate the Contract if it finds at any time during the term of the Contract that the Contractor is non-responsible, or that any information provided in the Vendor Responsibility Questionnaire submitted with Contractor's Proposal was materially false or incomplete, or if the Contractor fails to timely or truthfully comply with ITS's request to update its Vendor Responsibility Questionnaire.

D. Termination Notice

Notices required by this section shall be delivered to the other party in writing, pursuant to the Notice provisions of the Contract.

E. Termination Date

In the event a notice of termination is issued for convenience, the Contract termination date shall be thirty (30) calendar days from the date notice is given in accordance with the Notice provisions of this Contract. The termination date for material breach or failure of performance shall be the date notice is given in accordance with the Notice provisions of this Contract.

F. Mitigation of Costs

The Contractor shall not undertake any additional or new contractual obligations on or after the receipt of notice of termination without the prior written approval of the State. On or after the receipt of notice of termination and during the termination notice period, the Contractor shall take all commercially reasonable and prudent actions to close out unnecessary outstanding, existing obligations as economically as possible for the State.

1.21 TRANSITION

The State may require the Contractor to provide uninterrupted Services after Contract termination/expiration ("Transition Services") as permitted and approved by OSC for the State to comply with all legal requirements for establishing a new contract and transition to the use of a replacement Contractor or otherwise continue the provision of Services.

A. Transition Period

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The Transition Period shall be determined by the State, and Contractor will be notified of the period in writing. The State shall consult with the Contractor prior to making such determination. The State reserves the right to amend the Transition Period subsequently, upon thirty (30) days' advance written notice to the Contractor.

B. No Interruption in Service

At all times during the Transition Period, and unless directed otherwise in writing by the State, the Contractor shall continue all contractual obligations set forth in the Contract until such time as the State: (i) has approved the Contractor's proposed Transition Plan; and (ii) an orderly transition to the State, a third party, or the successor Contractor has been completed pursuant to the approved Transition Plan. The Contractor shall be required to meet its contractual obligations pursuant to this paragraph notwithstanding the issuance of a termination for cause or convenience by the State.

C. Transition Plan

Within fifteen (15) days of receipt of a notice of termination or three (3) months prior to the end of the term of the Contract, whichever event occurs first, the Contractor shall submit to the State for approval a detailed written plan for Transition (Transition Plan) that outlines, at a minimum, the tasks, milestones, and deliverables associated with the smooth transition of Services to the State, a third party or a successor Contractor. Contractor agrees to amend the Transition Plan to include all other information deemed necessary by the State.

D. Contractor Transition Services

Transition Services shall include the performance of Contractor's responsibilities as outlined in the Contract, and also the transferring of those responsibilities to the State, a third party or the successor Contractor in accordance with the Transition Plan agreed upon by the Parties. Contractor shall maintain the same level of service during the Transition Period as is set forth in the Contract, provided, however, that as tasks or services are transitioned to or assumed by the State, a third party or the successor Contractor, Contractor shall not be held responsible for the negligent acts or negligent omissions of the State, a third party or the successor Contractor or for service degradation resulting from the negligent acts or negligent omissions of the State, a third party or the successor Contractor with respect to the transitioned tasks or services.

E. Compensation for Transition Services

Contractor shall be reimbursed for Transition Services performed during the Transition Period at the rates set forth in the Contract.

F. State Responsibilities for Transition

The State shall assume responsibility for transition project management.

G. Cooperation

Contractor shall cooperate with the State to facilitate a smooth and orderly transition. Periodic project review meetings shall be held with representatives of the Contractor, the State, and the third party or the successor Contractor.

1.22 CONTRACTOR RESPONSIBILITY IN THE EVENT OF AN EMERGENCY

For purposes of this section, the following definitions of an Emergency shall apply: "state disaster emergency" shall have the same meaning as set forth in section 20(2)(b) of the Executive Law and "other emergency situation" shall refer to a situation or occurrence which ITS, in its sole discretion, has determined poses a risk to health and public safety or the conservation of public resources.

In the event of a state disaster emergency or other emergency situation, the Contractor shall be notified that ITS is invoking this provision.

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Unless the Contractor's performance would be excused pursuant to the Force Majeure provisions of the Contract during a state disaster emergency or other emergency situation the Contractor shall provide the necessary services to the State on a time is of the essence basis, working on a 24x7x365 basis, to restore and/or recover operation and services, which are critical to the health, safety and welfare of the State, to be determined at the sole discretion of the State.

Except as provided in this section, all other provisions of the RFQP and Contract remain in full force and effect during a state disaster emergency or other emergency situation.

1.23 FORCE MAJEURE

In the event that either Party is unable to perform any of its obligations under the Contract because of natural disaster, any acts of God, war, public enemies, terrorism, strikes, fires, explosions, the elements, floods, civil disturbance, court order, or labor dispute, or any other acts beyond the reasonable control of either Party (hereinafter referred to as a "Force Majeure Event"), the Party that has been so affected shall immediately give notice to the other Party, and shall exercise every commercially reasonable effort to resume performance, and an extension of the time for performance shall be granted for a period to be agreed to in writing by the State and Contractor. Any delay in performance by either Party resulting from a Force Majeure Event shall not be considered a breach or default under the Contract.

1.24 DISPUTE RESOLUTION

The Contractor and the State agree to resolve any disputes regarding the performance of Services, or otherwise arising under the Contract, expeditiously through an escalation process to be agreed upon by the Parties. Dispute resolution meetings between the Parties shall be held within three (3) business days in the event a dispute threatens the performance of a material portion of the Service, with senior management engagement, as needed. During the course of a dispute, Contractor shall continue to provide Services according to the Contract until such dispute is resolved.

Nothing in this paragraph shall diminish the State's right to terminate the Contract as provided in the Contract.

1.25 GENERAL PROVISION AS TO REMEDIES

The Parties may exercise their respective rights and remedies at any time, in any order, to any extent, and as often as deemed advisable, without regard to whether the exercise of one right or remedy precedes, concurs with or succeeds the exercise of another. A single or partial exercise of a remedy shall not preclude a further exercise of the right or remedy or the exercise of another right or remedy from time to time. No delay or omission in exercising a right or remedy, or delay, inaction, or waiver of any event of default, shall exhaust or impair the right or remedy or constitute a waiver of, or acquiescence to, an event otherwise constituting a breach or default under the Contract.

1.26 ADDITIONAL REMEDIES

In addition to any other remedies available to ITS under the Contract and state and federal law for Contractor's default, ITS may choose to exercise some or all of the following:

- Suspend, in whole or in part, payments due to Contractor under this Contract;
- Pursue equitable remedies to compel Contractor to perform;
- Apply Service Credits against amounts due and owing by ITS under the Contract;
- Require Contractor to cure deficient performance or failure to meet any requirements of the RFQP at no charge to the State.

1.27 INSURANCE

The Contractor shall comply with the requirements set forth in Appendix C-1 – Contractor's Insurance Requirements.

1.28 TAXES

ITS represents that the purchases on behalf of the State of New York are not subject to any state or local sales or use taxes, or to federal excise taxes. Contractor remains liable and solely responsible without exemption for social security, unemployment insurance, workers compensation and other taxes and obligations to which Contractor may be subject to by law. Section 5-a of the New York Tax Law requires that any contract valued at more than \$100,000 entered into by a State Agency shall not be valid, effective, or binding against the Agency unless the Contractor certifies to the Department of Taxation and Finance that it is registered to collect New York State and local sales and compensating use taxes, if the Contractor 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, the Contractor must certify to the Department of Taxation and Finance that each affiliate and subcontractor of such Contractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. For the purpose of this requirement, "affiliate" means a person or organization which, through stock ownership or any other affiliation, directly, indirectly, or constructively controls another person or organization, is controlled by another person or organization, or is, along with another person or organization, under the control of a common parent. The Contractor also must certify to the procuring state entity that it filed the certification with the Department of Taxation and Finance and that the certification is correct and complete. Accordingly, in the event the value of this Contract exceeds \$100,000 and Contractor's sales delivered by any means to locations within New York State of tangible personal property or taxable services have a cumulative value in excess of \$300,000, measured over a specific period, the Contractor must file a properly completed Form ST-220-CA with ITS and a properly completed Form ST-220-TD with the Department of Taxation and Finance before the Contract may take effect. In addition, after the Contract has taken effect, the Contractor must file a properly completed Form ST-220-CA with ITS if the Contract's term is renewed. Further, a new Form ST-220-TD must be filed with the Department of Taxation and Finance if no ST-220-TD has been filed by the Contractor or if a previously filed Form ST-220-TD is no longer correct and complete. Further information about this requirement is available at <https://www.tax.ny.gov/pdf/publications/sales/pub223.pdf>. Contractor agrees to cooperate fully with the State in administering these requirements.

1.29 OUTSTANDING TAX LIABILITIES

Contractor warrants that there are no outstanding tax liabilities against the Contractor in favor of the State of New York, or in the event that such liabilities exist, a payment schedule has been arranged for their speedy satisfaction.

1.30 SECURITY, NON-DISCLOSURE/CONFIDENTIALITY, PRESS RELEASES & FOIL

The Contract may be terminated by the State for cause for a material breach of this section by Contractor.

- **Security Procedures & Employee Dishonesty:**

Contractor warrants, covenants and represents that it shall comply fully with all security procedures and policies of the State, including but not limited to fingerprinting and background check procedures, which are communicated to the Contractor by ITS during the performance of the Contract. Contractor shall indemnify and hold the State harmless from any loss or damage to the State resulting from the violation by the Contractor, its officers, agents, employees, and subcontractors, if any, of such security procedures or policies resulting from any criminal acts committed by such officers, agents, employees, and subcontractors, if any while providing Services under the Contract.

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- **Nondisclosure & Confidentiality**

Except as may be required by applicable law or a court of competent jurisdiction, the Contractor, its officers, agents, employees, and subcontractors, if any, shall maintain strict confidence with respect to any Confidential Information to which the Contractor, its officers, agents, employees, and subcontractors, if any, have access. This requirement shall survive termination of the Contract. For purposes of the Contract, all State information of which Contractor, its officers, agents, employees, and subcontractors, if any, becomes aware during the course of performing services for the State shall be deemed to be Confidential Information (oral, visual or written). Notwithstanding the foregoing, information that falls into any of the following categories shall not be considered Confidential Information:

1. information that is previously rightfully known to the receiving party without restriction on disclosure;
2. information that becomes, from no act or failure to act on the part of the receiving party, generally known in the relevant industry or is in the public domain; and
3. information that is independently developed by Contractor without use of Confidential Information of the State.

Contractor shall indemnify and hold the State harmless from any loss or damage to the State resulting from the disclosure by the Contractor, its officers, agents, employees, and subcontractors, if any, of such Confidential Information.

Contractor employees and subcontractors shall be required to sign Confidentiality and Non-Disclosure Agreements either before or upon arrival at the work site or prior to providing services under the Contract.

- **Press Releases**

Contractor agrees that no brochure, news/media/press release, public announcement, memorandum or other information of any kind regarding the Contract shall be disseminated in any way to the public, nor shall any presentation be given regarding the Contract without the prior written approval by ITS, which written approval shall not be unreasonably withheld or delayed provided, however, that Contractor shall be authorized to provide copies of the Contract and answer any questions relating thereto to any State or Federal regulators or, in connection with its financial activities, to financial institutions for any private or public offering.

- **Public Information and FOIL**

Disclosure of information related to this Procurement and the resulting Contract shall be permitted consistent with the laws of the State of New York and specifically FOIL. ITS shall take reasonable steps to protect from public disclosure any records or portions thereof relating to this Procurement that are exempt from disclosure under FOIL. Information constituting trade secrets or critical infrastructure information for purposes of FOIL must be clearly marked and identified as such by the Contractor upon submission. Requests for exemption of the entire contents of Contractor's Proposal, and any other documentation, from disclosure have generally not been found to be meritorious and are discouraged. If the Contractor intends to request an exemption from disclosure under FOIL for trade secret materials or critical infrastructure information, the Contractor shall at the time of submission, request the exemption in writing and provide an explanation of (i) why the disclosure of the identified information would cause substantial injury to the competitive position of the Contractor, or (ii) why the information constitutes critical infrastructure information which should be exempted from disclosure pursuant to § 87(2) of FOIL. Acceptance of the identified information by ITS does not constitute a determination that the information is exempt from disclosure under FOIL. Determinations as to whether the materials or information may be withheld from disclosure will be made in accordance with FOIL at the time a request for such information is received by ITS.

- **Federal or State Requirements**

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Contractor will comply with federal and state law and regulations regarding personal, private and sensitive data as defined therein.

In the event that it becomes necessary for Contractor to receive Confidential Information, which Federal or State statute or regulation prohibits from disclosure, Contractor hereby agrees to return or destroy all such Confidential Information that has been received from the State when the purpose that necessitated its receipt by Contractor has been completed. In addition, Contractor agrees not to retain any Confidential Information which Federal or State statute or regulation prohibits from disclosure after termination of the Contract.

Notwithstanding the foregoing, if the return or destruction of the Confidential Information is not feasible, Contractor agrees to extend the protections of the Contract for as long as necessary to protect the Confidential Information and to limit any further use or disclosure of that Confidential Information. If Contractor elects to destroy Confidential Information, it shall use reasonable efforts to achieve the same and notify the State accordingly. Contractor agrees that it will use all appropriate safeguards to prevent any unauthorized use or unauthorized disclosure of Confidential Information, which Federal or State statute or regulation prohibits from disclosure.

Contractor agrees that it shall immediately report to the State the discovery of any unauthorized use or unauthorized disclosure of such Confidential Information of any New York State Agency information directly to that New York State Agency. The State may terminate the Contract if it determines that Contractor has violated a material term of this section. The terms of this section shall apply equally to Contractor, its agents and subcontractors, if any. Contractor agrees that all subcontractors, if any and agents shall be made aware of and shall agree to the terms of this section.

- **Off Shore restrictions**

Confidential Information accessed by or provided to Contractor during the course of performing services for the State must not be stored or accessed outside of the continental United States.

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

Pursuant to New York State Executive Law Article 15-A and 5 NYCRR 140-145 ITS recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises and the employment of minority group members and women in the performance of NYS Office of Information and Technology Services (ITS) 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" ("Disparity Study"). The report 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 ITS establishes 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.

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Business Participation Opportunities for MWBEs

For purposes of this solicitation, ITS hereby establishes an overall goal of 30% participation, 15% for New York State certified minority-owned business enterprises (“MBE”) participation and 15% for New York State certified women-owned business enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs). A contractor (“Contractor”) on the subject contract (“Contract”) must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and the Contractor agrees that ITS may withhold payment pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how ITS will determine a Contractor’s “good faith efforts,” refer to 5 NYCRR §142.8.

In accordance with 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 finding constitutes a breach of Contract and ITS may withhold payment from the Contractor as liquidated damages. 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.

By submitting a Proposal, a Proposer on the Contract (“Proposer”) agrees to demonstrate its good faith efforts to achieve its goals for the utilization of MWBEs by submitting evidence thereof through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that a Proposer may arrange to provide such evidence via a non-electronic method by contacting Ed Snyder, Procurement & Contracts Support Unit, NYS Office of Information Technology Services. Please note that the NYSCS is a one stop solution for all of your MWBE and Article 15-A contract requirements. For additional information on the use of the NYSCS to meet Proposer’s MWBE requirements please see the attached MWBE guidance, “Your MWBE Utilization and Reporting Responsibilities Under Article 15-A.”

Additionally, a Proposer will be required to submit the following documents and information as evidence of compliance with the foregoing:

- An MWBE Utilization Plan with their Proposal. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to ITS.

ITS will review the submitted MWBE Utilization Plan and advise the Proposer of ITS acceptance or issue a notice of deficiency within 30 days of receipt.

- If a notice of deficiency is issued, the Proposer will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to Mr. Ed Snyder, Chief Procurement Diversity Officer, NYS Office of Information and Technology Services, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by ITS to be inadequate, ITS shall notify the Proposer and direct the Proposer to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the Proposal.

ITS may disqualify a Proposer as being non-responsive under the following circumstances:

- If a Proposer fails to submit a MWBE Utilization Plan;
- If a Proposer fails to submit a written remedy to a notice of deficiency;
- If a Proposer fails to submit a request for waiver; or
- If ITS determines that the Proposer has failed to document good faith efforts.

The Contractor will be required to 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

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term of the Contract to ITS, but must be made no later than prior to the submission of a request for final payment on the Contract.

The Contractor will be required to submit a Contractor's Quarterly M/WBE Contractor Compliance & Payment Report to the ITS, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

Equal Employment Opportunity Requirements

By submission of a Proposal in response to this solicitation, the Proposer/Contractor agrees with all of the terms and conditions of Appendix A – Standard Clauses for All New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 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, undertake or continue 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, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, 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.

The Proposer will be required to submit a Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement, (located in **Attachment 11**) to ITS with their Proposal.

To ensure compliance with this Section, the Proposer will be required to submit with the Proposal an Equal Employment Opportunity Staffing Plan Form #EEO100 (located in **Attachment 9**) identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit an Equal Employment Opportunity Workforce Employment Utilization Compliance Report identifying the workforce actually utilized on the Contract, if known, through the New York State Contract System; provided, however, that a Proposer may arrange to provide such report via a non-electronic method by contacting ITS.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will 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.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

Over the course of the resulting contract, the successful Proposer will be required to complete the following forms: (1) EEO 101, Workforce Employment Utilization/Diversity Compliance Report (located in **Appendix E**) (2) MWBE 102, Quarterly MWBE Compliance Report (located in **Appendix D**).

Compliance with the Governor of New York State's Executive Order No. 162

In compliance with Executive Order 162 dated January 9, 2017 for services contracts with a value in excess of \$25,000 where any of the services are performed by individuals located in New York State, Contractor agrees to: (a) supplement the equal employment opportunity information it provides to ITS under the contract on a quarterly basis by reporting the job title and salary in gross wages of each employee of the Contractor who is performing work on the contract, or, if the Contractor cannot identify the individuals working directly on the contract, of each employee in the Contractor's entire workforce; and (b) extend this quarterly reporting requirement to the Contractor's subcontractors who work on the

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contract with ITS, for the subcontractor's employees. Salaries must be provided in United States Dollars (\$ USD).

1.32 ETHICS COMPLIANCE

Contractor, its officers, employees, agents and subcontractors (if any) shall comply with the requirements of Public Officers Law § 73 and § 74, and other State codes, rules and regulations establishing ethical standards for the conduct of business with New York State. Failure to comply with these provisions may result in termination of the Contract and/or other civil or criminal proceedings as required by law.

1.33 MOST FAVORABLE TERMS

Contractor agrees that all fees, pricing, terms, and warranties provided by the Contractor under the Contract are substantially similar to the best equivalent terms being offered by the Contractor to any entity similarly situated. If during the term of the Contract, the Contractor enters into an arrangement with any similarly situated entity, Contractor hereby agrees to amend the Contract to provide the same to ITS.

1.34 TRANSFER OF CONTRACT

ITS may transfer/assign the Contract to another State Agency or entity at its sole discretion by informing Contractor in writing of such a transfer. Contractor shall execute any documents required to accomplish the transfer/assignment of the Contract. Contractor shall comply with any instructions from ITS to accomplish the transfer/assignment of the Contract at no additional cost to the State.

1.35 SUBCONTRACTORS

Contractor may not subcontract the services procured under this Contract without ITS' prior written approval. ITS reserves the right to reject any proposed Subcontractor or supplier if it determines that the company is not qualified or is not responsible. All such subcontracting relationships between the Contractor and its subcontractors to perform Services must be memorialized by written agreement.

Contractor shall include in all agreements with its subcontractors, in such a manner that they will be binding upon each subcontractor with respect to work performed in connection with the Contract, provisions specifying:

- That the work performed by the subcontractor must be in accordance with the terms and conditions of this Contract
- That nothing contained in such subcontract shall impair the rights of ITS or the State
- That nothing contained in the subcontract shall create any contractual relationship between the subcontractor and ITS or the State
- That the State and ITS shall have the same authority to audit the records of all subcontractors as it does those of the Contractor
- That subcontractor shall cooperate with any investigation, audit, litigation or other inquiry related to the Procurement or the resulting Contract

1.36 WAIVER

No term or provision of the Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No consent by a Party to, or waiver of, a breach under the Contract shall constitute consent to, a waiver of, or excuse for any other, different or subsequent breach. The rights, duties and remedies set forth in the Contract shall be in addition to, and not in limitation of, rights and obligations otherwise available at law or equity.

1.37 ACCESSIBILITY

Any web-based information and applications development, or programming delivered pursuant to the Contract will comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Web-Based Information and Applications as such policy may be amended, modified or superseded, which requires that State Agency web-based information and applications are accessible to persons with disabilities. Web-based information and applications must conform to New York State Enterprise IT Policy NYS-P08-005 as determined by quality assurance testing. Such quality assurance testing will be conducted by Contractor and the results of such testing must be satisfactory to ITS before web-based information and applications will be considered a qualified deliverable under the Contract or Procurement.

1.38 FEDERAL FUNDING

To the extent that any of the goods or services provided under this Contract may be funded in whole or in part by federal funds, Contractor agrees to comply with all applicable federal laws, rules and regulations required for the receipt and/or expenditure of such funds, including, but not limited to 2 CFR Part 200, relating to procurements by States and any federal laws, rules and regulations specifying federal government intellectual property rights.

1.39 COMPLIANCE WITH NYS INFORMATION SECURITY POLICIES AND STANDARDS

Contractor warrants, covenants, and represents that it shall comply fully with all security procedures and policies of the State including but not limited to:

- Acceptable Use of Information Technology Resources Policy
- Information Security Policy
- Security Logging Standard
- Information Security Risk Management Standard
- Information Security Controls Standard
- Sanitization/Secure Disposal Standard
- Mobile Device Security Standard
- Remote Access Standard

ITS Security Policies and Standards may be found at
<http://www.its.ny.gov/tables/technologypolicyindex.htm/security>

Contractor shall hold the State harmless from any loss or damage to the State resulting from the violation by the Contractor, its officers, agents, employees, and subcontractors, if any, of such security procedures or policies resulting from any criminal acts committed by such officers, agents, employees, and subcontractors, while providing Services under the Contract.

Contractor agrees that all data provided by NYS or accessed by Contractor under the terms of the engagement shall be used expressly and solely for the authorized purposes set forth in the Contract. Data shall not be distributed, used, repurposed or shared across other applications, environments, or business units of the Contractor. Contractor agrees that no NYS data of any kind shall be transmitted, exchanged or otherwise passed to other contractors, agents, subcontractors or any other interested parties, except as expressly and specifically agreed to in writing by ITS.

Contractor agrees that no NYS data will be processed on or transferred to any portable computing device or any portable storage medium, unless that device or storage medium is a necessary and approved component of the authorized business processes covered in the Contract.

1.40 SEVERABILITY

In the event that one or more of the provisions of the Contract shall for any reason be declared unenforceable by a court of competent jurisdiction under the laws or regulations in force, such provision(s) shall have no effect on the validity of the remainder of the Contract, which shall then be construed as if such unenforceable provision(s) was never contained in the Contract.

1.41 PIGGYBACKING

Contractor acknowledges and agrees that, pursuant to State Finance Law § 163(10)(e), the New York State Office of General Services may authorize and approve purchases from contracts let by ITS to other New York State agencies, the United States Government or any other state, with the concurrence of the Office of the State Comptroller and under appropriate circumstances.

1.42 NOTIFICATION OF AWARD AND OPPORTUNITY FOR DEBRIEFING

The tentative awardee will be advised of selection by ITS through the issuance of a formal written correspondence indicating a proposed award. All Proposers will be notified of the selection or rejection of their Proposals. Once an award has been made, Proposers may submit a written request for a debriefing as to why their Proposal did not result in an award. The written request must be received by the ITS Sole Designated Contact identified on the cover page of this RFQP no later than fifteen (15) calendar days from the date of the award announcement. The purpose of the debriefing is to provide information to each Proposer about the scoring and evaluation of the requesting Proposer's Proposal. ITS will not provide Proposers with information about another Proposer's Proposal unless the debriefing is held after the final award. This is also an opportunity for a Proposer to learn how to improve future Proposals.

1.43 ITS BID PROTEST POLICY

The State of New York strives to assure a fair, open and competitive process to all vendors qualified to respond to this Procurement. In the event that any vendor has a complaint or objection to the RFQP requirements, the procurement process or any matter affecting the submission of a vendor's Proposal, the vendor is encouraged to informally contact the ITS Sole Designated Contact for this procurement, listed on the cover page of this RFQP, immediately to resolve the matter.

If the vendor believes that the objection affects the outcome or nature of the proposed award for this Procurement, the vendor must follow the procedures for timely filing a formal protest set forth in Section 4 of the ITS Bid Protest Policy. Prior to Contract award, protests which may affect the outcome or nature of the award may only be considered by the State in the context of a formal written protest filed in accordance with the procedure located at <https://its.ny.gov/tables/technologypolicyindex>.

1.44 STATE'S RESERVED RIGHTS

ITS reserves the right to:

- a) Withdraw the RFQP at any time, at the Agency's sole discretion;
- b) Modify the requirements of the RFQP, eliminate requirements, whether material, mandatory or not, if deemed to be in the State's best interests, amend the RFQP requirements to correct errors or oversights, supply additional requirements as it becomes available, and direct Proposers to submit Proposal modifications addressing such RFQP amendments;
- c) Reject any and all Proposals received in response to the RFQP;
- d) Change any of the scheduled dates;
- e) Make an award under the RFQP in whole or in part;

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- f) Disqualify any Proposer whose conduct and/or Proposal fails to conform to the requirements of the RFQP;
- g) Seek clarifications and revisions of Proposals including correction of mathematical or other errors for the purpose of assuring a full and complete understanding of a Proposer's Proposal and/or to determine a Proposer's compliance with the requirements of the solicitation;
- h) Utilize any and all ideas submitted in the Proposals received, as permitted by law;
- i) Use all Proposal information obtained through site visits, management interviews and any clarifying material or information submitted by the Proposer to evaluate Proposals;
- j) Negotiate additional terms and conditions in any resulting Contract that are to the State's advantage, within the scope of the RFQP;
- k) Conduct contract negotiations with the next responsible Proposer should the Agency be unsuccessful in negotiating with the first tentative awardee;
- l) Waive minor irregularities and/or omissions in Proposals if in the best interest of the State;
- m) In its sole discretion, accept or reject illegible, incomplete, or vague Proposals; and
- n) Establish evaluation criteria, evaluate Proposals and award contracts on the basis of these criteria.

1.45 PROPOSAL LIABILITY AND LATE SUBMISSIONS

The State of New York will not be held liable for any cost incurred by the Proposer for work performed in the preparation and production of a Proposal or for any work performed prior to the formal execution of a Contract. Proposals must be received by ITS on or before the date and time indicated in the RFQP C000522-Network Cabling Services Calendar of Events. LATE PROPOSALS SHALL BE REJECTED. The received time of Proposals will be determined by ITS by consulting the United States Official Time Clock at <http://time.gov/HTML5/>. NO CONSIDERATION WILL BE GIVEN TO PROPOSALS RECEIVED AFTER THE STATED DATE AND TIME.

1.46 PROPOSAL VALIDITY

Proposals must remain open and valid for at least 180 days from the Proposal opening date, unless the time for awarding the Contract is extended by mutual consent of ITS and the Proposer. A Proposal shall continue to remain an effective offer, firm and irrevocable, subsequent to such 180-day period until ITS makes a tentative award of the Contract or the Proposer withdraws the Proposal in writing.

1.47 EXTRANEIOUS TERMS AND CONDITIONS

Proposals must conform to the terms set forth in the Solicitation. Extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the Proposal non-responsive and may result in rejection of the Proposal. Extraneous terms submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) that are attached or referenced with submissions shall not be considered part of the Proposal or resulting Contract, but shall be deemed included for informational or promotional purposes only.

Each proposed extraneous term must be specifically enumerated in writing and specify the particular RFQP section that Proposer proposes to modify the reasons why. Any extraneous terms must be submitted during the Question and Answer period as identified in the RFQP's Calendar of Events. Extraneous terms submitted after this time will not be considered.

No extraneous term shall be incorporated into the Contract unless expressly accepted by ITS in writing. Acceptance and/or processing of a Proposal shall not constitute acceptance of extraneous terms. ITS will not entertain any exceptions to Appendix A - Standard Clauses for New York State Contracts.

Appendix C – Contract Clauses

Should ITS and a tentative awardee be unable to reach agreement as to the terms of the Contract within a reasonable time, as determined by ITS, ITS may withdraw the award, at its option, and proceed to the next highest scoring Proposer.

1.48 ACCURACY OF PROPOSALS

Proposers are responsible for the accuracy of their Proposals. All Proposers are directed to take extreme care in developing their Proposals. Proposers are cautioned to review their Proposals carefully prior to Proposal submittal, as requests for Proposal withdrawals of any type are not likely to be granted. If a Proposer submits its Proposal ahead of the submission deadline, it may submit an amended Proposal any time prior to the Proposal Submission Due Date indicated in Key Events/Dates.

1.49 PRIME PROPOSERS, SUB CONTRACTORS AND CONTRACTOR OBLIGATIONS

Proposers may submit proposals that include subcontractors. Upon award, the Prime Proposer shall be the Contractor for this engagement. The Contractor is responsible for meeting all Contract obligations set forth in the solicitation and Contract, including all Appendices, Attachments, and any subsequent amendments mutually agreed to in writing between the parties. All subcontractors proposed by the Proposer must be identified in the Proposal and must be acceptable to ITS. The Proposer as Prime Contractor remains the single point of contact for ITS. ITS will contract with only the Prime Contractor. Where applicable, in the specific subcontractor proposed to perform the Prime Contractor's obligation must be identified in the Proposer's Proposal, but such identification does not relieve the Prime Contractor of any responsibility for performance under the contract with ITS.

ITS may require Contractor to execute contracts with all subcontractors identified in its proposal prior to Contract start of services, and may withhold or withdraw approval of the proposed award in the event that such agreements have not been entered into. If ITS so requires, Contractor shall furnish a written copy of all subcontracts, and subsequent amendments thereto, to the State and/or certify the completeness of all executed subcontracts or third-party agreements which support the Contractor's ability to furnish the products and services for this engagement, at ITS' option. Any waiver of Contractor's failure to furnish information as required in this paragraph shall not be deemed a waiver of any subsequent breach resulting from Contractor's failure to furnish information under this paragraph.

1.50 STATE FINANCE LAW SECTION 139-I REQUIREMENT FOR CONTRACTS OF \$1,000,000 OR MORE

It is the policy of ITS to promote the participation by New York state business enterprises and residents in procurement contracts estimated to be \$1,000,000 or more in compliance with State Finance Law § 139-i. After the Contract is awarded, for procurement contracts in the amount of \$1,000,000 or more, Contractor will be required to notify New York State business enterprises and residents of subcontracting and employment opportunities in compliance with New York State Finance Law Section 139-i. Contractor must document its efforts by showing that it has (i) solicited Proposals in a timely and adequate manner from New York State Business Enterprises including certified minority and women-owned businesses, (ii) contacted the New York State Department of Economic Development to obtain listings of New York State Business Enterprises, (iii) placed notices for subcontractors and suppliers in newspapers, journals or other trade publications distributed in New York State, or (iv) participated in Proposer outreach conferences. If the Contractor determines that New York State Business Enterprises are not available to participate on the contract as subcontractors or suppliers, the Contractor shall provide a statement indicating the method by which such determination was made. If the Contractor does not intend to use subcontractors, the Contractor shall provide a statement verifying such. Contractor shall also provide notification to New York state residents of employment opportunities through listing any such positions with the community services division of the State's Department of Labor, or providing for such notification in such manner as is consistent with existing collective bargaining contracts or agreements.

Appendix C – Contract Clauses

Proposers located in a foreign country are notified that the State may assign or otherwise transfer offset credits created by any procurement contract of \$1,000,000 or more, directly or indirectly, to third parties located in New York State, and that Proposers shall be obligated to cooperate with the State in any and all respects in making such assignment or transfer, including, but not limited to, executing any and all documents deemed by the State to be necessary or desirable to effectuate such assignment or transfer, and using their best efforts to obtain the recognition and accession to such assignment or transfer by any applicable foreign government.

1.51 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 the procuring agency and Proposers during the procurement process. Proposers are restricted from making contact, from the earliest notice of intent to solicit offers/Proposals through final award and approval of the procurement contract by ITS 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). 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 Proposer shall be debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website: http://www.ogs.ny.gov/aboutOgs/regulations/defaultSFL_139j-k.asp.

1.52 NEW YORK STATE VENDOR FILE REGISTRATION

Prior to being awarded a contract, Contractor must be registered in the New York State Vendor File (Vendor File) administered by the 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, a unique New York State ten-digit vendor identification number (Vendor ID) will be assigned to Contractor for use on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage certain vendor information in one central location for all transactions related to the State of New York. For more information on the Vendor File please visit the following website: http://www.osc.state.ny.us/vendor_management/.

1.53 NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT BUSINESS ENTITY

The State conducts a review of prospective contractors (“Proposers”) and Subcontractors with anticipated expenditures at \$100K or more to provide reasonable assurances that the Proposer 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 Proposer’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 Proposal, Proposer agrees to fully and accurately complete the Questionnaire. The Proposer acknowledges that the State’s execution of the Contract will be contingent upon the State’s determination that the Proposer is responsible and that the State will be relying upon the Proposer’s responses to the Questionnaire, in addition to all other information the State may obtain from other sources, when making its responsibility determination.

The State recommends each Proposer 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>. Proposers 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.

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1.54 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, 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: <https://ogs.ny.gov/Veterans/> 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, 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 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.

1.55 EMPLOYEE INFORMATION REQUIRED TO BE REPORTED FOR CERTAIN CONSULTANT CONTRACTORS AND SERVICE CONTRACTORS

Chapter 10 of the Laws of 2006 amended the Civil Service Law and the State Finance Law, relative to maintaining certain information concerning Contract Employees working under State Agency service and consulting Contracts. State Agency consultant Contracts are defined as "Contracts entered into by a State Agency for *analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal, or similar services*" ("covered consultant Contract" or "covered consultant services"). The amendments also require that certain Contract Employee information be provided to the State Agency awarding such Contracts, OSC, DOB and CS. The effective date of these amendments is June 19, 2006. The requirements will apply to covered Contracts awarded on and after such date.

To meet these new requirements, the Contractor agrees to complete:

Form A - Contractor's Planned Employment Form, if required. Note: State Agencies are required to furnish this information but may require a Contractor to submit the information as part of its Proposal response.

Form B - Contractor's Annual Employment Report. Throughout the term of the Contract by May 15th of each year the Contractor agrees to report the following information to the State Agency awarding the contract, or if the Contractor has provided Contract Employees pursuant to an OGS centralized contract, such report must be made to the State Agency purchasing from such contract. For each covered consultant contract in effect at any time between the preceding April 1st through March 31st fiscal year or for the period of time such contract was in effect during such prior State fiscal year Contractor reports the:

1. Total number of Employees employed to provide the consultant services, by employment category.
2. Total number of hours worked by such Employees.
3. Total compensation paid to all Employees that performed consultant services under such Contract. *

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*NOTE: The information to be reported is applicable only to those Employees who are directly providing services or directly performing covered consultant services. However, such information shall also be provided relative to Employees of Subcontractors who perform any part of the service contract or any part of the covered consultant contract. This information does not have to be collected and reported in circumstances where there is ancillary involvement of an Employee in a clerical, support, organizational or other administrative capacity.

Contractor agrees to simultaneously report such information to CS and OSC as designated below:

Department of Civil Service

Alfred E. Smith State Office Building
Albany, NY 12239

Office of the State Comptroller - Bureau of Contracts

110 State St., 11th Floor
Albany, New York
Attn: Consultant Reporting

Contractor is advised herein and understands that this information is available for public inspection and copying pursuant to §87 of the New York State Public Officers Law (Freedom of Information Law). In the event individual Employee names or social security numbers are set forth on a document, the State Agency making such disclosure is obligated to redact both the name and social security number prior to disclosure.

Further information is available in the Office of the State Comptroller's Guide to Financial Operations regarding the Contractor Consultant Law requirements and report Forms A and B at <http://osc.state.ny.us/agencies/guide/MyWebHelp/>

INSTRUCTIONS FOR COMPLETING FORM A AND B:

Form A and Form B should be completed for contracts for consulting services in accordance with OSC's policy and the following:

Form A - Contractor's Planned Employment Form (available from and submitted to the using Agency, if necessary.)

Form B - Contractor's Annual Employment Report (to be completed by May 15th 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 CS, OSC and procuring Agency.)

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 describes 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.

Appendix C – Contract Clauses

1.56 PREVAILING WAGE

All public works and building service contracts, regardless of dollar value, require the payment of prevailing wages and supplements as established by law by the Department of Labor. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in monetary fines or debarment from the bidding and awarding of contracts.

Contractor shall obtain the prevailing wage rate schedule for those job classifications likely to be required for performance of its obligations under this Contract, and warrants that it will pay wage levels, at minimum, commensurate with the requirements of that schedule pursuant to NYS Labor Law. Contractor further warrants that it will consult with the NYS Department of Labor to determine the appropriate wage levels for any additional job titles found to be necessary for performing its obligations under this Agreement, and, that such persons employed in those titles will also be paid, at a minimum, commensurate with the wage levels specified in that schedule. CIO/ITS will endeavor to assist Contractor, upon request, to obtaining those schedules should such assistance be reasonably necessary.

Contractors and subcontractors are required to comply with all prevailing wage rate notifications as set forth in labor law section 220 as revised. Contractor is solely responsible for confirming subsequent changes to the posted rates and for paying the prevailing rates at all times during the Contract term.

1.57 CHANGE ORDERS

Change Orders, for purposes of the Contract, shall be defined as “unanticipated changes to a Work Assignment not exceeding a cumulative ten percent (10%) of the total costs of the winning quote for the specific Work Assignment.” Change Orders shall be a separate line item on Contractor’s quote and included as part of the financial evaluation for the RFQ. Contractor shall immediately notify the ITS designated contract for the Work Assignment of a situation that it anticipates will require a Change Order. A Change Order will only be authorized by written amendment to the Work Assignment executed by duly authorized signatories of both the Contractor and ITS. At the sole discretion of ITS, any work that requires exceeding the ten percent (10%) limitation will require a new competitive RFQ; however, in no case will work be permitted to continue that would result in Contractor being paid over and above the Contractor’s quote for the Work Assignment plus the Change Order ten percent (10%) limitation. Contractor shall remain responsible for completing the work in the original Work Assignment until receipt of ITS’s written approval.

Appendix C-1 - Contractor's Insurance Requirements

During the term of this Contract, the Contractor shall maintain in force, at its sole cost and expense policies of insurance as required by this section. All insurance required by this section shall be written by companies that have an A.M. Best Company rating of "A-," Class "VII" or better. In addition, companies writing insurance intended to comply with the requirements of this section should be licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York. ITS may, in its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documents are accompanied by a completed Excess Lines Association of New York (ELANY) affidavit or other documents demonstrating the company's strong financial rating. If, during the term of a policy, the carrier's A.M. Best rating falls below "A-," Class "VII," the insurance must be replaced, on or before the renewal date of the policy, with insurance that meets the requirements above.

Acceptance and/or approval by ITS does not, and shall not be construed to, relieve the Contractor of any obligations, responsibilities or liabilities under this Contract.

The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the term of the Contract.

A. General Conditions Applicable to Insurance. All policies of insurance required by this section shall comply with the following requirements:

1. **Coverage Types and Policy Limits.** The types of coverage and policy limits required from the Contractor are specified in Section B-*Insurance Requirements*.
2. **Policy Forms.** Except as otherwise specifically provided herein, or agreed to in the Contract, all policies of insurance required by this section shall be written on an occurrence basis.
3. **Certificate of Insurance/Notices.** The Contractor shall provide ITS with a Certificate or Certificates of Insurance, in a form satisfactory to ITS (e.g., an ACORD certificate), after renewal or upon request. Certificates shall reference the Contract number and shall name the New York State Office of Information Technology Services, Empire State Plaza, Swan Street, Core 4, Albany New York, 12220 as the certificate holder.

Certificates of Insurance shall:

- Be in the form acceptable to ITS and in accordance with the New York State Insurance Law (e.g., an ACORD Certificate);
- Disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required by this Contract;
- Refer to this Contract by number;
- Be signed by an authorized representative of the referenced insurance carriers; and
- Contain the following language in the Description of Operations / Locations / Vehicles section: The State of New York, the New York State Office of Information Technology Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees are included as an additional insured on endorsement CG 20 10 11 85 (or endorsements that provide equivalent coverage, such as the combination of CG 20 10 04 13 (covering ongoing operations) and CG 20 37 04 13 (covering completed operations)), and General liability coverage is provided on the current edition of Commercial General Liability Coverage Form CG 00 01 (or a form that provides equivalent coverage). Additional insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the additional insureds.

Only original documents (Certificates and any endorsements and other attachments) or electronic versions of the same that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted.

Except for (i) Data Breach and Privacy/Cyber Liability coverage, (ii) Technology Errors and Omissions, and (iii) Crime insurance coverages, ITS generally requires Contractors to submit only certificates of insurance and additional insured endorsements, although ITS reserves the right to request other proof of insurance. Contractors are requested to refrain from submitting entire insurance policies, unless specifically requested by ITS. If an entire insurance policy is submitted but not requested, ITS shall not be obligated to review and shall not be chargeable with knowledge of its contents. In addition, submission of an entire insurance policy not requested by ITS does not constitute proof of compliance with the insurance requirements and does not discharge Contractors from submitting the requested insurance documentation.

4. **Forms and Endorsements.** For Data Breach and Privacy/Cyber Liability, Technology Errors and Omissions, and certain Crime Insurance coverages (those containing Cyber theft coverage), Contractor shall provide ITS, after renewal or upon request, with a Schedule of Forms and Endorsements and, upon request, all Forms and Endorsements, unless otherwise agreed to in the Contract. The Forms and Endorsements shall provide evidence of compliance with the requirements of this Contract. Only original documents or electronic versions of the same that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted.
5. **Primary Coverage.** All insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the State, ITS, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. Any other insurance maintained by the State, ITS, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees shall be excess of and shall not contribute with the Contractor's insurance.
6. **Breach for Lack of Proof of Coverage.** The failure to comply with the requirements of this section at any time during the term of the Contract shall be considered a breach of the terms of the Contract and shall allow the State, ITS, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees to avail themselves of all remedies available under the Contract or at law or in equity.
7. **Self-Insured Retention/Deductibles.** Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above \$100,000.00 are subject to approval from ITS. Such approval shall not be unreasonably withheld, conditioned or delayed. The Contractor shall be solely responsible for all claim expenses and loss payments with the deductibles or self-insured retentions. If the Contractor is providing the required insurance through self-insurance, evidence of the financial capacity to support the self-insurance program along with a description of that program, including, but not limited to, information regarding the use of a third-party administrator shall be provided upon request.
8. **Subcontractors.** Prior to the commencement of any work by a subcontractor, the Contractor shall require such subcontractor to procure policies of insurance as required by this section and maintain the same in force during the term of any work performed by that subcontractor.
9. **Waiver of Subrogation.** For the Commercial General Liability Insurance and Comprehensive Business Automobile Liability Insurance required below, the Contractor shall cause to be included in each of its policies a waiver of the insurer's right to recovery or subrogation against the State, ITS, and any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. A Waiver of Subrogation Endorsement evidencing such coverage shall be provided to ITS upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.

- 10. *Additional Insured.*** For the Commercial General Liability Insurance and Comprehensive Business Automobile Liability Insurance required below, the Contractor (and subcontractor, if applicable) shall cause to be included in each of its policies ISO form CG 20 10 11 85 (or a form or forms that provide equivalent coverage, such as the combination of CG 20 10 04 13 and CG 20 37 04 13) and form CA 20 48 10 13 (or a form or forms that provide equivalent coverage) naming as additional insureds: The State of New York, the New York State Office of Information Technology Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. An Additional Insured Endorsement evidencing such coverage shall be provided to ITS after renewal and/or upon request. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. For Contractors who are self-insured, Contractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Comprehensive Business Automobile Liability, in the same manner that Contractor would have been required to pursuant to this section had Contractor obtained such insurance policies.
- 11. *Excess/Umbrella Liability Policies.*** Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of underlying insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form must be provided after renewal and/or upon request.
- 12. *Notice of Cancellation or Non-Renewal.*** Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, the Contractor shall provide ITS with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of this Contract.
- 13. *Policy Renewal/Expiration.*** Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in this Contract shall be delivered to ITS. If, at any time during the term of this Contract, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Contract, or proof thereof is not provided to ITS, the Contractor shall immediately cease work. The Contractor shall not resume work until authorized to do so by ITS.
- 14. *Deadlines for Providing Insurance Documents after Renewal or Upon Request.*** As set forth herein, certain insurance documents must be provided to the ITS Procurement Services contact identified in the Contract Award Notice after renewal or upon request. This requirement means that the Contractor shall provide the applicable insurance document to ITS as soon as possible but in no event later than the following time periods:
- For certificates of insurance: 5 business days
 - For information on self-insurance or self-retention programs: 15 calendar days
 - For additional insured and waiver of subrogation endorsements: 30 calendar days
 - For schedules of forms and endorsements and all forms and endorsements: 60 calendar days

Notwithstanding the foregoing, if the Contractor shall have promptly requested the insurance documents from its broker or insurer and shall have thereafter diligently taken all steps necessary to obtain such documents from its insurer and submit them to ITS, ITS shall extend the time period for a reasonable period under the circumstances, but in no event shall the extension exceed 30 calendar days.

B. Insurance Requirements: Throughout the term of this Contract, the Contractor 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.

1. Commercial General Liability Insurance: Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence. Such liability shall be written on the current edition of ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$2,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$2,000,000
• Damage to Rented Premises	\$50,000
• Medical Expenses	\$5,000

Aggregate limits shall apply on a per location basis, or as otherwise agreed to in the Contract. This aggregate limit applies separately to each location at which the insured works.

Coverage shall include, but not be limited to, the following:

- Bodily injury;
- Premises operations;
- Independent contractors;
- Products-completed operations;
- Broad form property damage;
- Personal & advertising injury;
- Blanket contractual liability, including tort liability of another assumed in any Contract resulting from this Solicitation;
- Defense and/or indemnification obligations, including obligations assumed under this Contract;
- Cross liability for additional insureds; and
- Explosion, collapse and underground hazards.

2. Comprehensive Business Automobile Liability Insurance covering liability arising out of any automobile used in connection with performance under the Contract, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least \$2,000,000.00 each accident. The limits may be provided through a combination of primary and umbrella liability policies.

In the event that the Contractor does not own, lease or hire any automobiles used in connection with performance under the Contract, the Contractor does not need to obtain Comprehensive Business Automobile Liability Insurance, but must attest to the fact that the Contractor does not own, lease or hire any automobiles used in connection with performance under the Contract on a form provided by ITS. If, however, during the term of the Contract, the Contractor acquires, leases or hires any automobiles that will be used in connection with performance under the Contract, the Contractor must obtain Comprehensive Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage to ITS in accordance with the insurance requirements of the Contract.

In the event that the Contractor does not own or lease any automobiles used in connection with performance under the Contract, but the Contractor does hire and/or utilize non-owned automobiles in connection with performance under the Contract, the Contractor must: (i) obtain Comprehensive Business Automobile Liability Insurance as required by this Contract, except that

such insurance may be limited to liability arising out of hired and/or non-owned automobiles, as applicable; and (ii) attest to the fact that the Contractor does not own or lease any automobiles used in connection with performance under the Contract, on a form provided by ITS. If, however, during the term of the Contract, the Contractor acquires or leases any automobiles that will be used in connection with performance under the Contract, the Contractor must obtain Comprehensive Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage to ITS in accordance with the insurance requirements of the Contract.

3. **Workers' Compensation Insurance & Disability Benefits Coverage:** Sections 57 and 220 of the New York State Workers' Compensation Law require the heads of all municipal and state entities to ensure that businesses applying for contracts have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals. **Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of any contract renewal.** Proof of workers' compensation and disability benefits coverage, or proof of exemption must be submitted to ITS at the time of policy renewal, contract renewal and upon request. Proof of compliance must be submitted on one of the following forms designated by the New York State Workers' Compensation Board. **An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.**

Proof of Compliance with the Workers' Compensation Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the New York State Workers' Compensation Board's website (www.wcb.ny.gov);
- Form C-105.2 (9/07), *Certificate of Workers' Compensation Insurance*, sent to ITS by the Contractor's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, they will provide Form U-26.3 to ITS upon request from the Contractor; or
- Form SI-12, *Certificate of Workers' Compensation Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office, or Form GSI-105.2, *Certificate of Participation in Workers' Compensation Group Self-Insurance*, available from the Contractor's Group Self-Insurance Administrator.

Proof of Compliance with the Disability Benefits Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the New York State Workers' Compensation Board's website (www.wcb.ny.gov);
- Form DB-120.1, *Certificate of Disability Benefits Insurance*, sent to ITS by the Contractor's insurance carrier upon request; or
- Form DB-155, *Certificate of Disability Benefits Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office.

An instruction manual clarifying the New York State Workers' Compensation Law requirements is available for download at the New York State Workers' Compensation Board's website, <http://www.wcb.ny.gov>. Once on the site, click on the Employers/Businesses tab and then click on Employers' Handbook.



Office of Information Technology Services

COMPETITIVE PROCUREMENT FOR:

RFP C000522-NETWORK CABLING SERVICES

PROCUREMENT WEBSITE: [HTTPS://ITS.NY.GOV/COMPETITIVE-PROCUREMENT-
OPPORTUNITIES](https://its.ny.gov/competitive-procurement-opportunities)

DESIGNATED CONTACT FOR INQUIRIES AND SUBMISSIONS

Alisa Fortune,

Contract Management Specialist

RFP related questions must be submitted via electronic mail using the Vendor Questions and Extraneous Terms Form (Attachment 5) to the designated contact for this RFP at its.sm.bestvalue@its.ny.gov

No other method of inquiries will be accepted. Administrative issues pertaining to sending/receiving email through the designated mailbox may be reported at (518) 473-9341.

ITS ADDRESS FOR BID DELIVERIES

Address to:

NYS OFFICE OF INFORMATION TECHNOLOGY SERVICES
PROCUREMENT AND CONTRACT SUPPORT UNIT

If US Post Office standard and US Post Office overnight mail, use:

ATTENTION: ALISA FORTUNE, PO BOX 2062, ALBANY, NY 12220

If UPS and FedEx express delivery overnight and ground service, use:

ATTENTION: ALISA FORTUNE, EMPIRE STATE PLAZA, SWAN STREET BUILDING, CORE 4, ALBANY, NY 12223

If Hand Delivery to front desk:

ATTENTION: ALISA FORTUNE, EMPIRE STATE PLAZA, SWAN STREET BUILDING, CORE 4, 1ST FLOOR LOBBY, ALBANY, NY 12223

Calendar of Events	
Event	Date
1. RFP Release Date	March 7, 2019
2. Submit Registration Form for Mandatory Pre-Bid Conference by:	March 28, 2019
3. Mandatory Pre-Bid Conference	On or about April 4, 2019
4. Deadline for Submission of Vendor Questions and Extraneous Terms Form	April 11, 2019
5. Issuance of Response to Submitted Questions	On or about April 18, 2019
6. Proposal DUE DATE	May 2, 2019 at 2:00 PM ET

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Appendix A – Standard Clauses for NYS Contracts

Appendix B - Reserved

Appendix C – ITS Standard Contract Clauses

Appendix C1 – Contractor’s Insurance Requirements

Appendix D – MWBE 102, Quarterly MWBE Compliance Report

Appendix E –EEO 162, Workforce Utilization Report

Appendix F – Glossary of Terms

Appendix G- Reserved

Appendix H – Work Assignment Form

Appendix I - Work Product Acceptance Form

Appendix J - Primary Security and Privacy Mandates

Appendix K – Contractor Deficiency Report

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Appendix M – Change Form

ATTACHMENTS (MUST BE COMPLETED BY BIDDER’S AND SUBMITTED WITH BIDS)

Attachment 1 – Proposal Checklist

Attachment 2 – Vendor Information Form

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EXHIBITS (Project Specific Information)

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Exhibit C – Cable Manufacturer List
Exhibit D – Prevailing Wage Schedule
Exhibit E – Sample Work Assignment Form

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SECTION 1 - AGENCY OVERVIEW

1.1 PURPOSE OF REQUEST FOR QUALIFICATION PROPOSALS

The New York State (NYS) Office of Information Technology Services (ITS) is issuing this Request for Proposals (RFP) to seek qualified responsive and responsible vendors, for a periodic recruitment Master Services Agreement ("MSA" or "Contract"), to perform varying Network Cabling Services statewide, including any inside and outside cabling including but not limit to:

- Structured Copper Cabling Installation, Maintenance and Repair (inside/outside plant);
- Structured Fiber Optic Installation, Maintenance, and Repair (inside/outside plant); and
- Excavation Services relating to cabling installation, maintenance, and repair.

1.2 DEFINITIONS

Definitions for certain terms in this document, its appendices and attachments, can be found in Appendix F – Glossary of Terms.

1.3 THE OFFICE OF INFORMATION TECHNOLOGY SERVICES

1.3.1 MISSION, VISION, AND VALUES STATEMENT

MISSION	To create and deliver innovative solutions that foster a technology-enabled government to best serve New Yorkers
VISION	To lead the nation in serving citizens, businesses, and visitors through world-class technology
VALUES	Accountability, Citizens, Innovation, Integrity, People, Transformation

1.3.2 FORMATION OF ITS

In 2012, New York consolidated information technology (IT) functions and service delivery from over 52 State agencies into a single agency in the largest IT consolidation in State government history. The ITS workforce of approximately 4,000 professionals serves over 120,000 end users. Historically, IT systems and applications were primarily decentralized within individual State agencies supported by internal agency teams working with disparate IT tools, methods, and varied technical platforms. Now, ITS is transforming IT across the State to offer world-class service that provides a consistent and high-quality experience for end users and citizens using an IT environment that:

- Maximizes existing resources
- Meets agency business needs with world-class customer service
- Creates a talented, innovative IT workforce
- Increases accountability
- Provides cost savings

SECTION 2 - PROCUREMENT OVERVIEW

2.1 PREQUALIFIED MASTER SERVICE AGREEMENT PROCUREMENT PROCESS OVERVIEW

The release of this RFP is a periodic application process in a two-phase effort for NYS ITS to fulfill its ongoing needs for Network Cabling Services statewide.

Phase 1 – Request for Proposal

1. This initial phase will be used to pre-qualify Vendors in an effort to expeditiously fulfill the State's ongoing needs for Network Cabling Services.
2. During this phase of the procurement process, Vendors must submit Proposals that reflect that they meet all of the Minimum Vendor Qualifications outlined in Section 3 and agree to all of the Mandatory Service Requirements as outlined in Section 4. **Note: Vendors that are submitting a proposal for Lot 1-Materials only do not have to meet any Minimum Vendor Qualifications.
3. Financial and Technical Evaluations will be completed for each Vendor proposal that has been submitted. If the Vendor's proposal meets all of the qualifications as outlined, the Vendor will be awarded a contract under the MSA.
4. Recruitment of Vendors will occur at initial RFP release and approximately mid-way through the five-year contract term in effort to maintain an up-to-date Vendor pool for Phase 2.

Phase 2 – Request for Quotes

1. This phase of the procurement is a mini-bid process, whereas a Request for Quotes (RFQ) will be used to obtain quotes for specified Network Cabling Services within NYS.
2. NYS ITS will identify the need for Network Cabling Services and will solicit all Contractors that have been awarded an MSA during Phase 1 of this procurement process.
3. Contractors will be provided with pertinent information in Appendix H-Work Assignment Form needed to provide a quote to perform all Network Cabling Services requested. A sample work assignment can be found in Exh bit E- Sample Work Assignment Form.
4. Any quote submitted by a Contractor must not exceed the material/labor rate agreed upon during Phase 1. However, additional discounts may be applied to the material/labor rate on quote submission. The additional discounts will only apply to the specific quote submitted unless specified by the Contractor in subsequent RFQs.
5. All quotes received will be reviewed, and an award may be made to one (1) Contractor based on lowest cost.

2.2 PROJECT BACKGROUND (CURRENT STATE)

Currently, ITS is responsible for coordinating structured voice and data network cabling work requests for 50+ New York State Executive Agencies with locations statewide. Work requests vary from installing one (1) cable to installing 300+ cables in a NYS Facility. ITS also receives maintenance and repair work requests that range from damaged fiber optic and/or copper cable to a phone or computer not working. ITS cabling work requests occur in a number of settings from interior occupied offices to exterior construction sites.

2.3 BUSINESS GOALS (FUTURE STATE)

ITS has a continual need for installing, maintaining, and repairing structured voice and data cabling and these demands continue to grow. We currently receive approximately 100 cabling work requests per

year. A separate contract will cover cabling jobs from 1-20 copper runs for inside environments only. This contract is to cover more complex jobs including outside plant. In addition to copper cabling, fiber optic tie/riser cable installation, maintenance, and repair requests are abundant throughout the State's fiscal year, April 1 through March 31. However, in the event that there is no available contract for smaller cabling jobs, the resulting contracts from this procurement may also be utilized to fill smaller job needs as well.

SECTION 3 - MINIMUM VENDOR QUALIFICATIONS

Vendors must meet the minimum qualifications set forth below if bidding on Lot 2-Labor Rates. Those Vendor who are bidding on Lot 2-Labor Rates must certify that the requirements have been met in Attachment 16-Minimum Vendor Qualifications. Failure to meet, and certify, that the requirements have been met in Attachment 16 may result in the Vendor's Proposal being deemed disqualified, non-responsive, and eliminated from consideration.

Lot 1-Materials Minimum Vendor Qualifications

- 1) There are no Minimum Vendor Qualifications for Vendors only submitting proposals for Lot 1-Materials.

Lot 2- Labor Rates Minimum Vendor Qualifications

- 1) Vendor must have five (5) years' experience in the each of the following areas:
 - a. Structured copper cabling installation, maintenance and repair (inside/outside plant)
 - b. Structured fiber optic installation, maintenance and repair (inside/outside plant)
 - c. Excavation Services (installation, maintenance and repair conduit, manhole, etc.)
- 2) Vendor must have at least one (1) combined year experience of Structured Data Center fiber optic and copper installation, maintenance, and repair as defined by the TIA-942-B Data Center Cabling Standard.
- 3) Vendor must be certified by one copper cabling manufacturer of structured voice and data cabling and provide proof showing that they are a certified installer of that manufacturer's structured voice and data cabling system.
- 4) Vendor must be certified by one fiber cabling manufacturer of structured voice and data cabling and provide proof showing that they are a certified installer of that manufacturer's structured voice and data cabling system.

For any work a subcontractor will complete, the subcontractor must fulfill the applicable Minimum Vendor Qualification for the portion of work that they will complete over the contract term. For example, a subcontractor providing excavation services must fulfill the five (5) years' experience providing such services. If a proposed subcontractor is able to fulfill an applicable Minimum Vendor Qualification for the specific work they will be completing under the Contract, the Prime Vendor may be deemed to have met the Minimum Vendor Qualification upon review and approval by NYS ITS. In order for this to apply, any proposed subcontractor must be currently under contract with the Prime Vendor and have been so for at least two (2) years. A listing of all subcontractors must be provided to NYS ITS prior to commencement of any particular work assignment. NYS ITS may reject any proposed subcontractor at its sole discretion.

Commented [FA(1)]: Minimum Vendor Qualifications
Revised as of 3.28.19

SECTION 4 - DESCRIPTION OF SERVICES AND MANDATORY SERVICE REQUIREMENTS

4.1 DESCRIPTION OF SERVICES

The Contractor may be requested to provide one, or more, of the following services over the term of the Contract, including, but not limited to:

4.1.1 STRUCTURED COPPER CABLING INSTALLATION, MAINTENANCE AND REPAIR SERVICES

- 1) Communicating with building managers, working with project managers, understanding blueprints/drawings, and working with other trades.
- 2) Identifying endpoints of cables to be installed, maintained, or repaired.
- 3) Planning pathways for inside and outside plant cable runs.
- 4) Providing turnkey, structured copper cabling solutions.
- 5) Providing turnkey data center structured copper solutions.
- 6) Providing aerial and underground outside plant (utility poles, conduit and manhole, tunnels and bridges) for copper distribution systems.
- 7) Providing copper distribution cabling (cables ranging from 25pair to 1800pair).
- 8) Providing structured data center copper installation maintenance and repair.
- 9) Testing, troubleshooting, and repairing inside and outside plant copper cables as needed to restore service.
- 10) Transporting structured copper cabling and infrastructure equipment.
- 11) Extension of Demarcations

4.1.2 STRUCTURED FIBER OPTIC INSTALLATION, MAINTENANCE AND REPAIR SERVICES

- 1) Communicating with building managers, working with project managers, understanding blueprints/drawings, and working with other trades.
- 2) Identifying endpoints of cables to be installed, maintained, or repaired.
- 3) Planning pathways for inside and outside plant cable runs.
- 4) Providing turnkey, structured fiber optic cabling solutions (inside plant, outside plant, horizontal and vertical building risers).
- 5) Providing turnkey data center structured fiber optic solutions.
- 6) Providing aerial and underground outside plant (utility poles, conduit and manhole, tunnels and bridges) for fiber optic distribution systems.
- 7) Providing fiber optic fusion splicing (indoor and outdoor).
- 8) Providing structured data center fiber optic installation, maintenance, and repair.
- 9) Testing, troubleshooting, and repairing inside and outside plant fiber optic cables as needed to restore service.
- 10) Transporting structured fiber optic cabling and infrastructure equipment.
- 11) Extending Demarcations

4.1.3 EXCAVATION AND AERIAL SERVICES (INSTALLATION, MAINTENANCE AND REPAIR)

- 1) Digging trenches to connect buildings together.
- 2) Installing manholes, handholes and conduit.

- 3) Raising existing manhole covers to grade.
- 4) Directional drilling/boring
- 5) Installation of utility poles and supporting structures to support aerial pathways

4.1.4 MANDATORY GENERAL SERVICE REQUIREMENTS

The Contractor must comply with all Mandatory General Service Requirements for the Network Cabling Services including, but not limited to:

- 1) Adherence to ANSI/TIA/EIA 568-B Commercial Building Telecommunications Cabling Standard. <http://www.csd.uoc.gr/~hy435/material/Cabling%20Standard%20-%20ANSI-TIA-EIA%20568%20B%20-%20Commercial%20Building%20Telecommunications%20Cabling%20Standard.pdf>
- 2) Adherence to all Building Industry Consulting Service International (BICSI), Electronic Industries Alliance (EIA) and Telecommunications Industry Association (TIA) recommended installation practices when installing structured voice and data network cabling.
- 3) Adherence with all standards as set forth in Exhibit A -Cabling Industry Standard Guidelines and Exhibit B – Additional Standards for Work Performed.
- 4) Adherence with all NYS Department of Labor guidelines regarding prevailing wages. Please note PRC# 2018011555 has been assigned for the purposes of this solicitation and any resultant contract (See Exhibit D – Prevailing Wage Schedule).
- 5) Acceptance, updating, and modifying Auto-CAD, PDF, WORD, EXCEL files.
- 6) Passing security clearances as required for access to NYS Facilities (See Appendix C).
- 7) Obtaining all permits required to install structured voice and data network cabling on a per-site basis.
- 8) Providing as-built drawings for all installations, maintenance, and repairs.
- 9) Clearly labeling and documenting all structured voice and data network cabling consistent with the location of installation.
- 10) Must use Certified Manufacturer Brand for all new installations and provide Manufacturer warranty unless otherwise specified by the State in Appendix H – Work Assignment Form.
- 11) For any moves, adds, or changes of any existing structured voice and data network cabling system, Contractors must quote equal, equivalent, or better, components to the existing structured voice and data network cabling system in Phase 2 unless otherwise specified by the State in Appendix H – Work Assignment Form.
- 12) All work, including but not limited to: cabling, pathways, support structures, wiring, equipment, installation and workmanship shall comply with the latest editions of the requirements of the Authority Having Jurisdiction (AHJ), National Electrical Code, National Electrical Safety Code, all applicable local rules and regulations, equipment

manufacturer's instructions, and the National Electrical Contractors Association (NECA) Standard of Installation.

- 13) The Contractor will be held fully liable for any damages that result from Contractor performing services under the Contract resulting from this RFP.
- 14) The Contractor must comply with NYS Department of Transportation (DOT) rules and regulations. (Please refer to:
<https://www.dot.ny.gov/divisions/operating/oom/transportation-systems/safety-program-technical-operations/work-zone-control>)
- 15) The Contractor must comply with all DIG Safety NY requirements (<https://www.digsafelynewyork.com/>)

4.2 MATERIALS AND LABOR RATE CATALOG (LOT 1 AND LOT 2)

4.2.1 MATERIAL CATEGORIES (LOT 1)

Vendors providing a material catalog pursuant to this Lot 1 must provide all information as outlined in the Lot 1-Materials sheet of Attachment 18 – Materials and Labor Rate Catalog. Vendors must list all materials required to complete the services outlined in Section 4.1 of this RFP.

- 1) Cabinets and Enclosures
- 2) Structured copper voice and data systems
- 3) Structured fiber optic cabling systems
- 4) Structured data center cabling systems
- 5) Horizontal and vertical cable management (e.g., cable tray, ladder racking, inter rack cable managers)
- 6) Inside plant (e.g., hangars, conduit, raceway)
- 7) Outside plant (e.g., hand holes, manholes, aerial support hardware, pull-boxes conduit and fittings)
- 8) Mounting hardware (e.g., bolts, screws, anchors, velcro/cable supports)
- 9) Labeling (e.g., wrap around labels, typed labels, spreadsheets)
- 10) Fire Stopping

4.2.2 LABOR RATES AND KEY PERSONNEL REQUIREMENTS (LOT 2)

Vendors providing a labor rate catalog pursuant to this Lot 2 must provide all information as outlined in the Lot 2 – Labor Rates sheet of Attachment 18 – Materials and Labor Rate Catalog for personnel required to complete the services outlined in Section 4.1 of this RFP. Failure to list the Key Personnel listed below may result in Vendor's Proposal being deemed non-responsive and removed from consideration for award.

4.2.2.1 Dispatch Coordinator

The Dispatch Coordinator (DC) must fulfill all DC requirements and responsibilities including, but not limited to, the following:

- a. Serve as the single point of contact (SPOC) for the Contractor.
- b. Be available by phone or email during the hours of 8am-5pm M-F.
- c. Provide updates on all projects (moves, adds, changes (MACS), incidents (INC), etc.) as requested.

4.2.2.2 Project Manager

The Project Manager (PM) must fulfill all PM requirements and responsibilities including, but not limited to, the following:

- a. Manage all LAN Cabling installations requiring (50+) network cables, fiber optic risers and campus fiber installations.
- b. Have five (5) years' experience managing structured voice/data cabling projects, inside plant fiber optic riser, and outside plant fiber optic installations.

4.2.2.3 Foreman

The Foreman must fulfill all Foreman requirements and responsibilities including, but not limited to, the following:

- a. Being assigned to all projects requiring 20+ cables.
- b. Being assigned to all projects requiring copper or fiber optic risers, tie cables, and outside plant installations.
- c. Being the on-site SPOC for each project and responsible for coordinating with landlords, building managers, plant superintendents, etc.
- d. Updating floor plans, communicating with customers, and notifying the ITS project manager of any issues or emergencies that may arise.
- e. Overseeing the LAN cabling technicians throughout the entire installation.
- f. Have at least five (5) years' experience in LAN Cabling, fiber riser/tie projects, and outside plant construction.

4.2.2.4 LAN Cabling Technician

The LAN Cabling Technician must fulfill all LAN Cabling Technician requirements and responsibilities including, but not limited to, the following:

- Technicians must have at least two (2) years of experience in installation, maintenance, and repair of structured LAN Cabling and fiber optics.

4.2.2.5 Registered Communications Distribution Designer (RCDD)

Contractor must have a Registered Communications Distribution Designer (RCDD) on staff during the term of the Contract.

SECTION 5 - CONTRACT REQUIREMENTS (PHASE 2)

5.1 PHASE 2 -REQUEST FOR QUOTES PROCESS AND REQUIREMENTS

5.1.1 NOTIFICATION OF NETWORK CABLING SERVICES

Upon identification of a Network Cabling Service assignment to be made pursuant to the Contract resulting from this RFP, NYS ITS will contact all awarded Contractors under this

RFP via email. Enclosed in the email sent to Contractors will be Appendix H-Work Assignment Form which will advise of the work to be completed, location of the work, required service level, any work assignment details necessary for the Contractors to begin formulating their quotes for the work assignment, specific Lots being solicited, and any other necessary quoting instructions. (Please note, in order for a Contractor to be eligible to Bid on the RFQ, they must be awarded the Lot, or Lots, identified in the RFP). Requirements for Appendix L – Quote Response Form will vary on a case-by-case basis, and are at the sole discretion of NYS ITS.

All Contractors are responsible for maintaining a valid contact email address with NYS ITS for purposes of receiving RFQs issued under the Contract resulting for this RFP. Any changes in Contractor's contact email address must be provided to NYS ITS Procurement and Contracts Support Unit directly. NYS ITS is not responsible for notifying Contractors should the email address on file no longer be valid.

5.1.2 MANDATORY SITE VISIT

Upon receipt of Appendix H- Work Assignment Form, Contractors interested in presenting a quote for the work assignment must either attend the site visit at the date and time listed in the RFQ or contact the designated program contact listed on page one (1) of Appendix H – Work Assignment Form to schedule a site visit. Contractors must complete a site visit for their quote submission to be evaluated. This requirement may be waived on a case-by-case basis at the sole discretion of NYS ITS.

5.1.3 QUOTE REQUIREMENTS

All Contractor quote submissions must be submitted via email to NYS ITS in the form of Appendix L – Quote Response Form. Appendix L- Quote Response Form must be completed in its entirety and include the following information:

1. All SKU's needed to complete the work assignment;
2. All materials with part numbers to complete all work assignments;
3. All job titles needed to complete the work assignment;
4. Part and job descriptions of all SKU's and how they will be utilized for the work assignment;
5. Quantity of units needed for each SKU to complete the work assignment;
6. The Contractors Not-to-Exceed Catalog Price;
7. Any additional discounts applied to the SKU;
8. Final quoted price for each SKU with all discounts for all units quoted; and
9. The total price for all materials and labor needed to complete the work assignment.

5.1.4 REQUEST FOR QUOTES EVALUATION AND AWARD PROCESS

After the deadline for receipt of quotes indicated in Appendix H – Work Assignment Form, NYS ITS will review all received Quote Response Forms (see Appendix L) for completeness and responsiveness to the job requirements as outlined in Appendix H – Work Assignment Form. All responsive quotes will then be reviewed to ensure that the Contractor is in compliance with the Contract including Material and Labor Rate costs. Awards will be based on lowest cost and such award will be made by NYS ITS subject to the approval of the Office of the New York State Comptroller, when applicable.

5.1.5 IMPLEMENTATION REQUIREMENTS

Upon notification of award for a work assignment, Contractors must contract the designated program contact listed in Appendix H – Work Assignment Form to schedule commencement of work in accordance with the RFQ instructions.

5.1.5.1 Work Product Acceptance

Contractors must comply with all Work Product Acceptance Criteria and documentation as follows:

1) Work Product Acceptance Criteria

Satisfactory test results according to Exhibit A - Industry Standard Guidelines Cabling, specifically:

ICEA S-102-700-2004, ICEA Standard for Category 6 Individually Unshielded Twisted-Pair Indoor Cables for Use in LAN Communication Wiring Systems Technical Requirements, 2004

2) Delivery Acceptance Form

Acceptance shall be documented in the attached Appendix I – Work Product Acceptance Form. ITS will review the work performed and the Work Product Acceptance Form and either accept by executing the Form or by sending the Contractor a list of deficiencies to be corrected.

In no instance will silence on the part of NY ITS indicate acceptance of work product.

5.2 CONTRACTOR MATERIAL AND LABOR CATALOG

5.2.1 Initial Contractor Material and Labor Rate Catalog Submission

- 5.2.1.1** Vendors must submit their initial Material and Labor Rate Catalog with their Proposal and certify on Attachment 19 – Contractor Material and Labor Rate Catalog Certification that Material costs are less than published Manufacturer Suggested Retail Price (MSRP), and that Labor Rates are in compliance with NYS DOL prevailing wage requirements.
- 5.2.1.2** Initial submission must include all Materials and Labor Rates that the Contractor will need to fulfill the service and material requirements as outlined in Section 4 above.
- 5.2.1.3** Vendors may supply a catalog for Lot 1 only, Lot 2 only, or both. Each work assignment will indicate which Lot is being solicited; however, if both Lot 1 and Lot 2 are being solicited together, the Vendor must have been awarded a Contract for both Lot 1 and Lot 2.
- 5.2.1.4** Vendors providing a Labor Rate Catalog under Lot 2 must provide all information as outlined in Attachment 18 – Materials and Labor Rate Catalog.
- 5.2.1.5** All Labor Rates needed for completion of work assignments must be included in Labor Rates Catalog including, but not limited to, all Key Personnel listed above, overtime rates, and any other Labor Rates.
- 5.2.1.6** Resumes for the Key Personnel, as outlined in Section 4.2.2, must be submitted upon notification of tentative award. Any changes in Key Personnel during the term of the Contract resulting from this RFP will only be made with the prior approval of ITS.

5.2.2 Contractor Material and Labor Rate Catalog Updates

- 5.2.2.1** Contractors are responsible for providing any updates to their Material and Labor Rate Catalog.
- 5.2.2.2** Contractor's Material and Labor Rate Catalog must be in the format as set forth in Attachment 18- Contractor Material and Labor Rate Catalog.
- 5.2.2.3** No Contractor Material and Labor Rate Catalog updates will be accepted during the first year of the Contract term.
- 5.2.2.4** Within 60 days of the anniversary date of the Contract, and every year thereafter, Contractors may submit requests for Contractor Material and Labor Rate Catalog updates.
- 5.2.2.5** NYS ITS will review the Contractor request, and if acceptable, will update the Contractors Material and Labor Rate Catalog no earlier than the Contract anniversary date.
- 5.2.2.6** Prior to becoming effective, any adds, changes, or modifications, to Contractor's Material and Labor Rate Catalog must first be approved by NYS ITS through the process set forth below.

1. Submit the adds, changes, or modifications to NYS ITS using Appendix M-Change Form
2. Submit proof of reasonableness of price. Reasonableness of price for materials can be provided by supplying proof of cost being less than MSRP. For Labor Rates, proof of compliance with NYS DOL prevailing wage requirements.
3. NYS ITS will review submissions and request clarification, or additional documentation supporting the request as needed.
4. At the sole discretion of NYS ITS, adds, changes, or modifications may be accepted or rejected, in whole, or in part.
5. Only accepted Materials or Labor Rate SKU's may be added or updated in the Contractor's Material and Labor Rate Catalog.

5.3 CONTRACTOR DEFICIENCY REPORT

If the Contractor fails to meet the requirements of the Contract, NYS ITS may complete Appendix K- Contractor Deficiency Report (CDR), where all deficiencies or non-compliance reports will be recorded centrally. At the discretion of NYS ITS, upon completion of three CDRs, the Contractor's Contract may be terminated pursuant to the terms of the Contract.

SECTION 6 - PROCUREMENT PROCESS (PHASE 1)

6.1 METHOD OF AWARD

NYS ITS will make multiple awards for the services described in this RFP to all responsive and responsible Proposers who meet the Minimum Vendor Requirements as stated in Section 3 and agree to adhere to all Mandatory Service Requirements set forth in Section 4.

6.2 ADMINISTRATIVE REQUIREMENTS AND INFORMATION

6.2.1 INQUIRIES FROM BIDDERS

NYS Finance Law §§139-j and 139-k imposes certain restrictions on communication between NYS and Proposers during a procurement. Proposers should submit all RFP inquiries, questions, or comments to its.sm.bestvalue@its.ny.gov using the Proposer Questions and Extraneous Terms Form (Attachment 5) by the due date indicated on the Calendar of Events. **No other method of inquiries will be accepted.**

Additional information is available at:

<http://ogs.ny.gov/Aboutogs/regulations/defaultAdvisoryCouncil.html>

Administrative issues pertaining to sending/receiving email through the designated mailbox may be reported at (518) 473-9341.

6.2.2 MANDATORY PRE-BID CONFERENCE

All Vendors intent on submitting a Proposal for this RFP must attend the Mandatory Pre-Bid Conference as indicated in the Calendar of Events. This conference will be held via Webex and the meeting information will be provided to all Vendors that submit Attachment 3 – Mandatory Pre-Bid Conference Registration Form by the due date indicated in the Calendar of Events. The purpose of the Mandatory Pre-Bid Conference is solely to review Attachment 18 – Contractor

Material and Labor Rate Catalog. No other topics will be addressed during the conference. All questions related to any other section of this RFP should be submitted in accordance with section 6.2.1.

6.2.3 EXTRANEIOUS TERMS

Proposals must conform to the terms set forth in the RFP. Extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the Proposal non-responsive and may result in rejection of the Proposal. Extraneous terms submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) that are attached or referenced with submissions shall not be considered part of the Proposal or resulting Contract, but shall be deemed included for informational or promotional purposes only.

Each proposed extraneous term must be specifically enumerated in writing and specify the particular RFP section that Vendor proposes to modify and the reasons why. Any extraneous terms must be submitted during the Question and Answer period as identified in this RFP's Calendar of Events. Extraneous terms submitted after this time will not be considered.

No extraneous term shall be incorporated into the Contract unless expressly accepted by NYS ITS in writing. Acceptance and/or processing of a Proposal shall not constitute acceptance of extraneous terms.

ITS will not entertain any exceptions to Appendix A - Standard Clauses for New York State Contracts.

6.2.4 COMMUNICATIONS FROM NYS TO VENDORS

NYS ITS has established a procurement website for the purpose of disseminating information relating to this procurement at <https://its.ny.gov/competitive-procurement-opportunities>. Vendors are encouraged to monitor the site.

6.2.5 BUILDING ACCESS PROCEDURES FOR VISITORS AND HAND DELIVERIES

To access the NYS ITS office building, all visitors must present photo identification at the Security Desk and comply with other requirements. Vendors who intend to hand deliver their Proposals or utilize independent courier services should allow extra time to comply with these procedures. Vendors hand delivering their Proposals should ask the security personnel at the security desk to call the Designated Contact(s) indicated in this RFP or the Procurement and Contracts Support Unit. Building access procedures may change or be modified at any time. Vendors assume all risks for timely, properly submitted hand deliveries.

6.3 LATE SUBMISSIONS

All Proposals must be submitted and received by the Proposal submission dates and times specified in this RFP. Proposals received after the Proposal Submission Deadline may be rejected.

Faxed and electronic submissions will not be accepted. If Proposal packaging labels are not sufficient to identify the contents, NYS ITS reserves the right to open packages for the purpose of identifying the source and contents of the package. All materials submitted by the Vendor become the property of the State of New York Office of Information Technology Services and may be returned only at the sole discretion of NYS ITS.

SECTION 7 - PROPOSAL REQUIREMENTS (PHASE 1)

7.1 PACKAGE LABEL

All Proposals must have a label on the outside of the package or shipping container with the following information:

RFP C000522-Network Cabling Services - Proposal ENCLOSED

NOT TO BE OPENED EXCEPT BY AUTHORIZED PERSONNEL

7.2 GENERAL REQUIREMENTS FOR PROPOSALS

Vendors must submit a complete response to this RFP that satisfies the requirements set forth in Attachment 1- Proposal Checklist. Failure to do so may render the Vendor's Proposal non-responsive.

Proposals that make extensive use of color photographs or illustrations, or that include separate brochures or marketing materials and overly elaborate embellishments, are discouraged.

All Proposals submitted in response to this RFP, must be written in the English language with quantities expressed using Arabic numerals and United States Dollars (\$ USD) rounded to the nearest penny, as applicable.

7.3 EVALUATION METHODOLOGY (PHASE 1)

7.3.1 PROPOSAL COMPLETENESS REVIEW

After the Proposal opening, each Vendor's Proposal will be screened administratively for completeness and conformance with the RFP administrative requirements. Proposals that do not meet these requirements may be deemed non-responsive, removed from further consideration, and the Vendor notified accordingly. NYS ITS reserves the right to request clarifications.

7.3.2 MANDATORY MINIMUM QUALIFICATIONS AND REQUIREMENTS EVALUATION

Proposals submitted by Vendors will be evaluated on a Pass/Fail basis to determine whether they satisfy the RFP's Minimum Vendor Qualifications, Mandatory Service Requirements, and Material and Labor Rates Catalog Requirements. *Vendor's submitting proposals for Lot 1 -Materials only do not need to submit Attachment 16-Minimum Vendor Qualifications Certification or Attachment 17-Requirements Verification Traceability Matrix. However, Material Catalogs will be reviewed to verify that they meet the Materials Catalog requirements as outlined in Sections 4.2.1 and 5.2.* Proposals that fail to meet the minimum qualifications will be deemed non-responsive, will not be further evaluated, and the Vendor will be notified accordingly. Passing Proposals may be awarded a Contract under Phase 1 of the RFP.

Commented [FA(2)]: Revised as of 3/28/2019

QUARTERLY M/WBE COMPLIANCE REPORT

M/WBE 102 (v.2015.12.09es)

As evidence of the progress made toward achievement of the minority and women owned business enterprise (MWBE) Goal(s), contractor is required to complete and submit the following for each NYS-certified MWBE (please use additional sheets if necessary). Beginning THIRTY (30) days after a contract is awarded Quarterly MWBE Contractor Compliance Reports are due on Jan.15, April 15th, July 15th, and October 15th to report MWBE utilization for the preceding quarter.

REPORTING PERIOD

April 1 – June 30	<input type="checkbox"/>	Oct. 1 – Dec. 31	<input type="checkbox"/>
July 1 – Sept. 30	<input type="checkbox"/>	Jan. 1 – Mar. 31	<input type="checkbox"/>

Contract Overview

Offeror/Contractor Name: _____	Telephone: _____	M/WBE NYS Certified Firm?
Address _____	Federal ID No: _____ SFS Vendor ID: _____	<input type="checkbox"/> Y If Yes, proceed to box A
City, State, Zip: _____	Solicitation No: _____	<input type="checkbox"/> N If No, proceed to box B

Please place the name of your company in Box A only if you are a NYS-Certified M/WBE and include quarterly contract payments received.

A Name: _____	Actual CIO/OFT Contract payment(s) received by the NYS-Certified M/WBE Contractor during the reporting period:	\$ _____
FEIN: _____ SFS Vendor ID: _____		
<input type="checkbox"/> MBE <input type="checkbox"/> DUAL	Actual total of payments made over the life of this contract:	\$ _____
<input type="checkbox"/> WBE		

In boxes B thru E, please include quarterly expenditures your company made to NYS-certified M/WBE companies only. Check the DIRECT box for expenditures required to meet CIO/OFT Contract obligations, and INDIRECT box for expenditures not specific to contract obligations.

B Name: _____	Actual payment(s) made to the NYS-Certified M/WBE Contractor during the reporting period:	\$ _____
FEIN: _____ SFS Vendor ID: _____		
<input type="checkbox"/> MBE <input type="checkbox"/> DUAL <input type="checkbox"/> DIRECT	Actual total of payments made over the life of this contract:	\$ _____
<input type="checkbox"/> WBE <input type="checkbox"/> INDIRECT	Description of Work: _____	
	Dates of Services: _____	

C Name: _____	Actual payment(s) made to the NYS-Certified M/WBE Contractor during the reporting period:	\$ _____
FEIN: _____ SFS Vendor ID: _____		
<input type="checkbox"/> MBE <input type="checkbox"/> DUAL <input type="checkbox"/> DIRECT	Actual total of payments made over the life of this contract:	\$ _____
<input type="checkbox"/> WBE <input type="checkbox"/> INDIRECT	Description of Work: _____	
	Dates of Services: _____	

QUARTERLY M/WBE COMPLIANCE REPORT

M/WBE 102 (v.2015.12.09es)

In boxes B thru E, please include quarterly expenditures your company made to NYS-certified M/WBE companies only. Check the DIRECT box for expenditures required to meet CIO/OFT Contract obligations, and INDIRECT box for expenditures not specific to contract obligations.

D Name: _____ FEIN: _____ SFS Vendor ID: _____ <input type="checkbox"/> MBE <input type="checkbox"/> DUAL <input type="checkbox"/> DIRECT <input type="checkbox"/> WBE <input type="checkbox"/> INDIRECT	Actual payment(s) made to the NYS-Certified M/WBE Contractor during the reporting period: \$ _____ Actual total of payments made over the life of this contract: \$ _____ Description of Work: _____ Dates of Services: _____
E Name: _____ FEIN: _____ SFS Vendor ID: _____ <input type="checkbox"/> MBE <input type="checkbox"/> DUAL <input type="checkbox"/> DIRECT <input type="checkbox"/> WBE <input type="checkbox"/> INDIRECT	Actual payment(s) made to the NYS-Certified M/WBE Contractor during the reporting period: \$ _____ Actual total of payments made over the life of this contract: \$ _____ Description of Work: _____ Dates of Services: _____

- ☐ I hereby affirm that the information supplied in this quarterly compliance report is true and correct to the best of my knowledge.
- ☐ I hereby affirm that the information supplied in the previous quarterly report is true and correct. If not, attached is a revised compliance report for the previous quarter.

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 142, AND THE ABOVE REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.

Signature Date

Print Name

Title

Email Telephone

Sworn to before me this ____ day of _____ 20____

Notary Public

Seal:

FOR AUTHORIZED USE ONLY	
Reviewed by:	
Date Received:	



Office of Information Technology Services

APPENDIX F- GLOSSARY OF TERMS

RFP C000522- Network Cabling

The following definitions shall apply to this Solicitation:

Term	Definition
Bidder, Proposer, Offeror	Shall mean any person, partnership, firm, corporation or other authorized entity submitting a bid to the State pursuant to this RFP.
Confidential Information	Shall include any information where unauthorized access, disclosure, modification, destruction or disruption of access to or use of such information could severely impact the State Entity, its critical functions, its employees, its customers, third parties, or citizens of New York. This term shall be deemed to include, but is not limited to, the information encompassed in existing statutory definitions
Contract	The resulting State Comptroller-approved agreement for Locating Services between ITS and the Successful Bidder
Contractor	Shall mean a successful company(s) awarded a contract pursuant to this RFP.
ET	Prevailing Eastern Time
NYS Facility(ies)	Shall mean any buildings own, leased, or occupied by the State of New York.
Issuing Office	Shall mean the New York State Office of Information Technology Services.
ITS	Shall mean the New York State Office of Information Technology Services.
NYS Business Hours	Monday through Friday, excluding NYS Holidays, between the hours of 8:00 a.m. and 5:00 p.m. ET. Where a response or repair time is measured in "business hours," a business hour shall refer to one hour during NYS Business Hours, and a business hour shall not commence to run or continue to run outside of NYS Business Hours.



Office of Information Technology Services

APPENDIX F- GLOSSARY OF TERMS

RFP C000522- Network Cabling

Term	Definition
Project Services or Services	Those services to be provided by the Contractor pursuant to the resulting Contract.
Pricing	The Bidder's pricing schedules set forth in the Bidder's Cost Proposal.
Proposal	The Proposer's Administrative, Technical, and Cost Proposals, (collectively referred to as "Submissions") submitted in response to this RFP.
RFP or Procurement	This Request for Proposals entitled "RFP C000522 - Network Cabling Services."
State or New York State	Shall mean The People of the State of New York, which shall also mean the Office of Information Technology Services (ITS).
§	Section
Successful Proposer	The Vendor that is awarded the contract resulting from this procurement.

Appendix H – Work Assignment Form

RITM # _____

WORK ASSIGNMENT FORM FOR ITS CONTRACT No. C000XXX		Date:
<i>The Parties hereby agree pursuant to the terms and conditions of ITS Contract No. C000XXX that the Contractor must complete the attached form and return to ITS for a work assignment to be properly acknowledged.</i>		
Work Assignment Details		
Submitted by: Name/Title/Email/Phone		
Site Contact: Name/Title/Email/Phone		

Scope of Work

The work included under this specification consists of furnishing all labor, equipment, materials, and supplies and performing all operations necessary to complete the installation of this structured cabling system in compliance with the specifications. The awarded vendor must provide and install all of the required material to form a complete system whether specifically addressed in the technical specifications or not.

The work shall include, but not be limited to the following:

Work Not Included

Horizontal Cabling Requirements Summary

The following horizontal cabling summary provides an overview of the copper UTP solution requirements for this project. The information provided includes building numbers, floor numbers, telecommunications room numbers, new or existing closet, total work area outlets, total cables and related notes.

Location:						
Building	Floor	TC Rm #	New TC	# outlets	# cables	Notes

Fiber Optic Cabling Requirements Summary

The following fiber optic cabling summary provides an overview of the fiber optic cabling solution requirements for this project. The information provided includes originating and terminating building numbers, floor numbers, telecommunications room numbers, fiber type, fiber count and estimated distance.

Orig. Blding	Orig. Floor	Orig. TC #	Term. Building	Term. Floor	Term. TC #	Fiber Type	Fiber Count	Est. Dist.

Manufacturer Product Specifications

ITS will require the following manufacturer specific components be used for this project. For more details see product specification information in section 2.

Manufacturer	Description	Mfg. Part Number

Additional Products

ITS will require the following additional components for this project

Qty	Manufacturer	Description	Mfg. Part Number

Vendor Acknowledgement			
Accepted by: Name/Title/Email			
Signature:			Date and Time:

Appendix I – Work Product Acceptance Form

WORK PRODUCT ACCEPTANCE FORM FOR ITS CONTRACT No.C000XXX	Date:
Vendor Name Statement of Submission	
<i>Contractor certifies that by submitting this form, that Contractor has completed the work assignment per the standards set forth in ITS Contract No. C000XXX. NYS ITS, by executing this form, acknowledges that the work assignment was completed to the standards set forth in ITS Contract No. C000XXX and accepts the final work product.</i>	

Vendor Details	
Submitted by:	
Name	
Title	
Signature of Vendor	
Response Date/Time:	
Resolution: Date/Time	
Location of Work	
Scope of Work	
RITM #	
Test Results	

Outstanding Items List	NYS initial of completion

NYS Final Statement of Acceptance		
Accepted by:		
Name		
Title		
Signature:		Date:

APPENDIX J

PRIMARY SECURITY AND PRIVACY MANDATES

Significant federal and state laws, regulations, policies, standards, and guidelines

- Criminal Justice Information Services (CJIS) Security Policy
- Federal Educational Rights and Privacy Act (FERPA)
- Federal Information Security Management Act (FISMA)
 - National Institute of Technology Standards
- Gramm-Leach-Bliley Act (GLB) Act
- Health Insurance Portability and Accountability Act (HIPAA)
- Health Information Technology for Economic and Clinical Health Act (HITECH)
- IRS Publication 1075
- Payment Card Industry Data Security Standard (PCI DSS)
- Sarbanes-Oxley Act (SOX)
- Electronic Communications Privacy Act, Stored Communications Act and the PATRIOT Act
- New York State Breach Notification Act <http://www.dhss.ny.gov/ocs/breach-notification/>
- NYS Cyber Security Policy and related Standards
<http://www.its.ny.gov/eiso/policies/security>
- NYS Cyber Incident Reporting <http://www.its.ny.gov/incident-reporting>

1.1 Criminal Justice Information Services (CJIS) Security Policy

The CJIS Security Policy represents a shared responsibility between the Federal Bureau of Investigations (FBI) and CJIS System Agencies (CSA) and State Identification Bureau (SIB). For the state of New York, the NY State Police is the CSA, and the Department of criminal justice is the SIB. The policy covers the roles and responsibilities for the FBI and the CSA and service providers covered under a CJIS security addendums and CJSI management control agreements.

CJIS requirements guidance:

- <http://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center/view>

1.2 Federal Educational Rights and Privacy Act (FERPA) - State Ed, Higher Ed

Protects the privacy of student education records. "Education records" are "those records, files documents, and other materials which 1) contain information directly related to a student; and 2) are maintained by an educational institution. Examples: Grades, courses taken, schedule, test scores, advising records, educational services received, disciplinary actions, student identification number, Social Security number, student private email. FERPA applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

FERPA requirements guidance:

- <http://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>
- Electronic Code of Federal Regulations, Title 34, Part 99

1.3 Federal Information Security Management Act of 2002 (FISMA)

FISMA requires each federal agency to develop, document, and implement an effective agency-wide program to provide information security for the information and information systems that support the operations and assets of the agency, including those provided or

managed by another agency, contractor, or other source. It is Title III of the E-Government Act of 2002. It affects Federal agencies, and other agencies they share data with.

Key requirements/provisions include:

- Periodic risk assessments.
- Policies and procedures based on these assessments that cost-effectively reduce information security risk and ensure security is addressed throughout the life cycle of each information system.
- Subordinate plans for information security for networks, facilities, etc.
- Security awareness training for personnel.
- Periodic testing and evaluation of the effectiveness of information security policies, procedures, practices and controls, at least on an annual basis.
- A process to address deficiencies in information security policies.
- Procedures for detecting, reporting and responding to security incidents.
- Procedures and plans to ensure continuity of operations for information systems that support the organization's operations and assets.

FISMA requirements guidance:

- <http://csrc.nist.gov/drivers/documents/FISMA-final.pdf>
- <http://www.dhs.gov/federal-information-security-management-act-fisma>
- <http://csrc.nist.gov/groups/SMA/fisma/overview.html>
- <http://csrc.nist.gov/groups/SMA/fisma/>

FISMA requires that federal agencies comply Federal Information Processing Standards (FIPS) developed by the National Institute of Standards and Technology (NIST). Guidance documents and recommendations are issued in the NIST Special Publication (SP) 800-series. Office of Management and Budget (OMB) policy OMB Memorandum M-10-15, directs agencies to follow NIST guidance.

NIST Special Publications <http://csrc.nist.gov/publications/PubsSPs.html>

1.4 Gramm-Leach-Bliley Act (GLB) Act of 1999

The GLB Act (also known as the Financial Modernization Act of 1999), includes provisions to protect consumers' personal financial information held by financial institutions. There are three principal parts to the privacy requirements: the Financial Privacy Rule, the Safeguards Rule and pretexting provisions.

GLB affects financial institutions (banks, securities firms, insurance companies), as well as companies providing financial products and services to consumers (including lending, brokering or servicing any type of consumer loan; transferring or safeguarding money; preparing individual tax returns; providing financial advice or credit counseling; providing residential real estate settlement services; collecting consumer debts).

Key requirements/provisions: The privacy requirements of GLB include three principal parts:

- The Financial Privacy Rule: Requires financial institutions to give customers privacy notices that explain its information collection and sharing practices. In turn, customers have the right to limit some sharing of their information. Financial institutions and other companies that receive personal financial information from a financial institution may be limited in their ability to use that information.
 - The Safeguards Rule: Requires all financial institutions to design, implement and maintain safeguards to protect the confidentiality and integrity of personal consumer information.
 - Pretexting provisions: Protect consumers from individuals and companies that obtain their personal financial information under false pretenses, including fraudulent
-

GLB requirements guidance:

- <http://www.business.ftc.gov/privacy-and-security/gramm-leach-bliley-act>
- http://www.ftc.gov/privacy/privacyinitiatives/financial_rule_lr.html

1.5 Health Information Portability Accountability Act (HIPAA)

HIPAA has two major arms: Privacy and Security. Privacy tends to be a business (non-IT) focus, involving the program, HIPAA Privacy Officer and legal. Security tends to be more IT-focused (though it does cover handling of paper records as well).

Many health agencies have compliance requirements that are more stringent than HIPAA - HIPAA is the baseline. For example, NYS Public Health law has tight requirements regarding AIDS information. The Federal 42 CFR Part 2 guides privacy requirements of substance abuse information. NYS Mental Hygiene law extends HIPAA consent requirements. Accordingly, meeting baseline HIPAA requirements may not be sufficient in all cases.

HHS (Federal Health and Human Services) HIPAA resources and requirements:

- Privacy rule: <http://www.hhs.gov/ocr/privacy/hipaa/administrative/privacyrule/index.html>
- Security rule: <http://www.hhs.gov/ocr/privacy/hipaa/administrative/securityrule/index.html>

Summarized versions:

- <http://www.hhs.gov/ocr/privacy/hipaa/understanding/summary/index.html>
- <http://www.hhs.gov/ocr/privacy/hipaa/understanding/srsummary.html>

HHS Educational Series bulletins:

- <http://www.hhs.gov/ocr/privacy/hipaa/administrative/securityrule/securityruleguidance.html>
- <http://www.hhs.gov/ocr/privacy/hipaa/administrative/securityrule/security101.pdf>
highlights what is required and what is addressable.

AMA summary of violation (HHS Office of Civil Rights (OCR) audits can result in significant fines for not following the rules regardless of the scope of impact from a breach).

- <https://www.ama-assn.org/ama/pub/physician-resources/solutions-managing-your-practice/coding-billing-insurance/hipaahealth-insurance-portability-accountability-act/hipaa-violations-enforcement.page>.

1.6 Health Information Technology for Economic and Clinical Health (HITECH) Act

The Health Information Technology for Economic and Clinical Health (HITECH) Act, enacted in 2009, promotes the adoption and meaningful use of health information technology. Subtitle D of the HITECH Act addresses the privacy and security concerns associated with the electronic transmission of health information, in part, through several provisions that strengthen the civil and criminal enforcement of the HIPAA rules.

HITECH requirements guidance:

- <http://www.hhs.gov/ocr/privacy/hipaa/administrative/enforcementrule/hitechenforcementtifr.html>

1.7 IRS Safeguard Program, Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies and Entities Pub1075 contains specific requirements for safeguarding federal tax information (current revision effective on Jan. 1, 2014).

- <http://www.irs.gov/uac/Safeguards-Program>
- www.irs.gov/pub/irs-pdf/p1075.pdf
- <http://www.irs.gov/uac/Additional-Requirements-for-Publication-1075>

1.8 Payment Card Industry Data Security Standard (PCI DSS)

The PCI DSS is a set of requirements for enhancing security of payment customer account data, developed by the founders of the PCI Security Standards Council, including American Express, Discover Financial Services, JCB International, MasterCard Worldwide and Visa to help facilitate global adoption of consistent data security measures. PCI DSS includes requirements for security management, policies, procedures, network architecture, software design and other critical protective measures. The Council also issued requirements called the

Payment Application Data Security Standard (PA DSS) and PCI Pin Transaction Security (PCI PTS). PCI affects retailers, credit card companies, anyone handling credit card data. Currently, PCI DSS specifies 12 requirements, organized in six basic objectives:

Objective 1: Build and Maintain a Secure Retail Point of Sale System.

- Requirement 1: Install and maintain a firewall configuration to protect cardholder data
- Requirement 2: Do not use vendor-supplied defaults for system passwords and other security parameters

Objective 2: Protect Cardholder Data

- Requirement 3: Protect stored cardholder data
- Requirement 4: Encrypt transmission of cardholder data across open, public networks

Objective 3: Maintain a Vulnerability Management Program

- Requirement 5: Use and regularly update anti-virus software
- Requirement 6: Develop and maintain secure systems and applications

Objective 4: Implement Strong Access Control Measures

- Requirement 7: Restrict access to cardholder data by business need-to-know
- Requirement 8: Assign a unique ID to each person with computer access
- Requirement 9: Restrict physical access to cardholder data

Objective 5: Regularly Monitor and Test Networks

- Requirement 10: Track and monitor all access to network resources and cardholder data
- Requirement 11: Regularly test security systems and processes

Objective 6: Maintain an Information Security Policy

- Requirement 12: Maintain a policy that addresses information security

PCI compliance requirements:

- PCI DSS https://www.pcisecuritystandards.org/security_standards/documents.php
- PA DSS https://www.pcisecuritystandards.org/security_standards/documents.php?agreements=pcidss&association=pcidss
- PCI PTS https://www.pcisecuritystandards.org/security_standards/documents.php

1.9 Sarbanes-Oxley Act of 2002 (SOX)

The Sarbanes-Oxley Act is designed to protect investors and the public by increasing the accuracy and reliability of corporate disclosures. It was enacted after the high-profile Enron

and WorldCom financial scandals of the early 2000s. It is administered by the Securities and Exchange Commission, which publishes SOX rules and requirements defining audit requirements and the records businesses should store and for how long. It affects U.S. public company boards, management and public accounting firms.

The Act is organized into 11 titles:

1. Public Company Accounting Oversight
2. Auditor Independence
3. Corporate Responsibility
4. Enhanced Financial Disclosures
5. Analyst Conflicts of Interest
6. Commission Resources and Authority
7. Studies and Reports
8. Corporate and Criminal Fraud Accountability
9. White-Collar Crime Penalty Enhancements
10. Corporate Tax Returns
11. Corporate Fraud Accountability

SOX requirement guidance:

- <http://www.soxlaw.com/>
- <http://www.gpo.gov/fdsys/pkg/PLAW-107publ204/content-detail.html>

- 1.10 The U.S. Electronic Communications Privacy Act, The U.S. Stored Communications Act
The U.S. PATRIOT Act
- The Electronic Communications Privacy Act (ECPA) and the Stored Communications Act (SCA) create statutory privacy rights for people's electronic communications stored by a third-party service provider in "electronic," "computer," "temporary" or "intermediate" storage. Certain types of electronic communications (unread mail that is newer than 180 days) may only be obtained by law enforcement from a service provider via a search warrant. Other electronic communications and user information may be more easily obtained by law enforcement from a third party provider by a court order or subpoena. Any communications may be obtained by law enforcement from a third party provider if the end user has provided consent. End users should be careful not to give such consent by clicking through a Terms of Use and/or Privacy Policy or by signing a contract. The PATRIOT Act allows law enforcement to obtain or intercept electronic communications and other end user data from third-party service providers for terrorism investigations using protocols that are less stringent than those that would normally apply.

- U.S. Electronic Communications Privacy Act
<https://it.ojp.gov/default.aspx?area=privacy&page=1285>
 - U.S. Stored Communications Act <http://www.gpo.gov/fdsys/pkg/USCODE-2010-title18/html/USCODE-2010-title18-partI-chap121.htm>
 - U.S. PATRIOT Act <http://www.justice.gov/archive/ll/highlights.htm> Bottom of Form and http://www.fincen.gov/statutes_regs/patriot/
-

APPENDIX K
Contractor Deficiency Report

Please refer to RFP C000522 Section 5.3 Contractor Deficiency Report for additional information related to this Appendix.

NYS ITS may generate reports at any time regarding deficient performance by the Contractor. As much detail as possible should be provided regarding the deficient performance. Please attach additional documents as needed.

Contractor Name: _____ **Contract Number:** _____

Type of Deficiency: _____

Please provide details/comments:

Reporting Person

Name: _____

Phone: _____ **Email:** _____

Appendix L - Quote Response Form

[illegible]

<p align="center"> NYS Office of Information Technology Services (ITS) Appendix M-Change Form Network Cabling Material Catalog Lot 1 </p>	
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[illegible]

NYS Office of Information Technology Services (ITS)
Appendix M-Change Form
Network Cabling Labor Rates
Lot 2

[illegible]

Attachment 1 – Proposal Checklist

Checklist Item	Page #
Administrative Submission	
<input type="checkbox"/> Correct Number of Administrative Submissions	
<input type="checkbox"/> Electronic format submitted-Administrative?	
<input type="checkbox"/> Attachment 1 - Proposal Checklist, completed and signed	
<input type="checkbox"/> Attachment 2 - Vendor Information Form	
<input type="checkbox"/> Attachment 6 - Consultant Confidentiality and Non-Disclosure Agreement	
<input type="checkbox"/> Attachment 7 – Worker’s Compensation and Disability Insurance Requirements Workers’ Compensation Requirements under WCL § 57: Completed Workers Compensation Coverage Form: <ul style="list-style-type: none"> • C-105.2 (Certificate of NYS Workers' Compensation Insurance Coverage): Contact your insurance carrier or licensed NYS insurance agent for this form OR • U-26.3 (NY State Insurance Fund Certificate of Workers' Compensation Coverage) Available from the NYS Insurance Fund OR • SI-12 (Affidavit Certifying That Compensation Has Been Secured): Board-approved self-insurers must obtain this form from Board's Self-Insurance Office OR • GSI-105.2 (Certificate of Participation in Workers' Compensation Group Board-Approved Self-Insurance): Employers must obtain this form from their group self-insurance administrator; OR Disability Benefits Coverage Form: <ul style="list-style-type: none"> • DB-120.1 (Certificate of Insurance Coverage Under the NYS Disability Benefits Law): Contact your insurance carrier or licensed NYS insurance agent for this form OR • DB-155 (Compliance with Disability Benefits Law): Board-approved self-insured employers must obtain this form from Board's Self-Insurance Office OR • WC/DB CE-200, Certificate of Attestation of Exemption from New York State Workers Compensation and/or Disability Benefits Coverage: Request through the Workers’ Compensation Board website. 	
<input type="checkbox"/> Attachment 8, NYS Required Certification	
<input type="checkbox"/> Attachment 9, Completed Lobbying Forms All-in-One <ul style="list-style-type: none"> • Completed and signed Offeror’s Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b) • Completed and signed Offeror Disclosure of Prior Non-Responsibility Determinations 	
<input type="checkbox"/> Attachment 10, EEO 100 – Equal Employment Opportunity Staffing Plan, completed and signed	
<input type="checkbox"/> Attachment 11, Completed and signed MWBE Utilization Plan-MWBE 100	

Attachment 1 – Proposal Checklist

- | | |
|--|--|
| <input type="checkbox"/> Attachment 12, Completed MWBE and EEO Policy Statement- Form # 4 | |
| <input type="checkbox"/> Attachment 13, Completed, signed Encouraging Use of NYS Businesses in Contract Performance | |
| <input type="checkbox"/> Attachment 14, Contractor Certification to Covered Agency, ST-220-CA, completed, signed, and notarized | |
| <input type="checkbox"/> Attachment 15, Vendor Responsibility Questionnaire For-Profit Business Entity, completed, signed and notarized by every subcontractor that is expected to receive income valued at \$100,000 or more over the term of the agreement | |

Financial Bid

- | | |
|---|--|
| <input type="checkbox"/> Number of Financial Bids submitted | |
| <input type="checkbox"/> Electronic Financial Bid submitted | |
| <input type="checkbox"/> Attachment 4, Completed, Signed, and Notarized Firm Offer Letter and Conflict of Interest Disclosure | |
| <input type="checkbox"/> Attachment 18, Contractor Material and Labor Rate Catalog | |
| <input type="checkbox"/> Attachment 19, Contractor Material and Labor Rate Catalog Certification | |

Technical Requirements

- | | |
|---|--|
| <input type="checkbox"/> Number of Technical Requirements Plan submitted | |
| <input type="checkbox"/> Electronic Technical Requirements Plan submitted | |
| Each Technical Requirements Plan should include: | |
| <input type="checkbox"/> Attachment 16 – Minimum Vendor Qualifications (Only if bidding Lot 2-Labor Rates) | |
| <input type="checkbox"/> Attachment 17 - Requirements Verification and Traceability Matrix (Only if bidding Lot 2-Labor Rates) | |

* Should there be a discrepancy between the electronic media and the original hard copy, the hard copy takes precedent.

I certify, with my signature below, that all required and requested information listed above is completed and included in this bid submission.

Authorized Signature:

Date:

Print Name and Title:

Company represented:

Attachment 1 – Proposal Checklist



Office of Information Technology Services

RFP # C000522-Network Cabling Services

Attachment 2-Bidder Information Form

Name of Company Bidding:		Bidder Firm's Federal Tax Identification No.:	
Street		City	
State	Zip	County	Country
Contact Name:			
Title:			
Phone: () - ext ()		Toll Free Phone: () - ext ()	
Fax : () - ext ()		Toll Free Fax : () - ext ()	
E-mail Address:		Company Web Site:	
Bidder Firm's NYS Statewide Financial System Supplier Identification Number, if known:			



Office of Information Technology Services

RFP # C000522-Network Cabling Services

Attachment 3 - Mandatory Pre-Bid Conference Registration Form

To be eligible to bid on RFP C000522-Network Cabling Services, Bidders must attend the Mandatory Pre-Bid Conference as outlined in RFP Section 6.2.2. The sole purpose of this Mandatory Pre-Bid Conference is to assist vendors in properly completing Attachment 18- Financial Bid Workbook. All discussions and/or questions during the Mandatory Pre-Bid Conference will be unofficial. Should a Bidder want an official response, they must submit questions in writing according to IFB Section 6.2.1.

Vendors must complete the attached Mandatory Pre-Bid Conference Registration Form, including email address, according to RFP C000522 calendar of events. Once this form has been received the web-ex information for the Mandatory Pre-Bid Conference will be provided to the named contact.

Company Name:		Bidder Firm's Federal Tax Identification No.:	
Street		City	
State	Zip	County	Country
Contact Name:			
Title:			
Phone: () - ext ()		Toll Free Phone: () - ext ()	
Fax : () - ext ()		Toll Free Fax : () - ext ()	
E-mail Address:		Company Web Site:	
Bidder Firm's NYS Statewide Financial System Supplier Identification Number, if known:			

RFP # C000522-Network Cabling Services

[TO BE COMPLETED ON OFFEROR'S LETTERHEAD]

Date

Alisa Fortune
Contract Management Specialist
Empire State Plaza
Swan Street Building, Core 4
Albany, NY 12223

Dear Alisa Fortune:

RE: RFP C000522, *Network Cabling Services*

Firm Offer to the State of New York and Conflict of Interest Disclosure

[INSERT OFFEROR NAME] hereby submits this firm and binding offer to the State of New York in response to New York State Request for Proposals (RFP) # C000522-Network Cabling Services by the New York State Office of Information Technology for RFP C000522- Network Cabling Services. The Proposal hereby submitted meets or exceeds all terms, conditions and requirements set forth in the above-referenced RFP. This formal offer will remain firm and non-revocable for a minimum period of 180 days from the date proposals are due to be received by the State, or until a Contract is approved by the NYS Comptroller and executed by the State.

[INSERT OFFEROR NAME]'s complete offer is set forth in two, separately bound volumes as follows:

Technical Proposal:

Total of 4 hard copy volumes, with 1 USB Flash Drive saved as searchable Microsoft Word, Excel and/or Adobe Acrobat formats, and in Windows file format

Financial/Administrative Proposal: Total of 4 hard copy volumes, with 1 USB Flash Drive saved as searchable Microsoft Word, Excel and/or Adobe Acrobat formats, and in Windows file format

[INSERT OFFEROR NAME] hereby affirms that the solution proposed by the Offeror in the Bid meets or exceeds the service level requirements set forth in the above-referenced IFB, including referenced attachments.

[INSERT OFFEROR NAME] hereby affirms that, at the time of bid submission, Offeror knows of no factors existing at time of bid submission or which are anticipated to arise during the procurement or Contract term, which would constitute a potential conflict of interest in successfully meeting the contractual obligations set forth in the above-referenced IFB and the Bid hereby submitted, including but not limited to:

RFP # C000522-Network Cabling Services

1. No potential for conflict of interest on the part of the Offeror or any Subcontractor due to prior, current, or proposed contracts, engagements, or affiliations; and
2. No potential conflicts in the sequence or timing of the proposed award under this procurement relative to the timeframe for service delivery, or personnel or financial resource commitments of Offeror or proposed subcontractors to other projects.

To comply with the Vendor Responsibility Requirements outlined in Appendix C – ITS Standard Clauses of the above-referenced RFP C000522- Network Cabling Services hereby affirms that (enter an “X” in the appropriate box):

- ☐ An on-line Vendor Responsibility Questionnaire has been updated or created within the last six months, at the Office of the State Comptroller’s website:

<https://portal.osc.state.ny.us/wps/portal>

- ☐ A hard copy Vendor Responsibility Questionnaire is included with this proposal and is dated within the last six months.
- ☐ A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental agencies, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

By signing, the undersigned individual affirms and represents that he has the legal authority and capacity to sign and make this offer on behalf of, and has signed using that authority to legally bind **[INSERT OFFEROR NAME]** to the offer, and possesses the legal capacity to act on behalf of Offeror to execute a Contract with the State of New York. The aforementioned legal authority and capacity of the undersigned individual is affirmed by the enclosed Resolution of the Corporate Board of Directors of **[INSERT OFFEROR NAME]**.

Signature
[INSERT OFFEROR NAME]
[INSERT TITLE]
[INSERT COMPANY NAME]

Corporate Seal



RFP # C000522-Network Cabling Services

CORPORATE ACKNOWLEDGMENT

STATE OF	}
	:ss.:
COUNTY OF	}
On the _____ day of _____ in the year 20 __, before me personally came: _____, to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in _____; that he/she/they is (are) _____ (the President or other officer or director or attorney in fact duly appointed) of _____, the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.	
Signature and Office of Person Taking Acknowledgment	

PARTNERSHIP ACKNOWLEDGMENT

STATE OF	}
	:ss.:
COUNTY OF	}
On the _____ day of _____ in the year 200 __, before me personally came: _____ to me known, who, being by me duly sworn, did depose and say that he reside(s) in _____; that he is _____ (the General/Managing Partner or other officer or attorney in fact duly appointed) 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 the purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name and on behalf of said partnership as the act and deed of said partnership.	
Signature and Office of Person Taking Acknowledgment	

INDIVIDUAL ACKNOWLEDGEMENT

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 that he executed the foregoing instrument in his/her name and on his/her own behalf.	
Notary Public	

RFP C000522-Network Cabling Services		
--------------------------------------	--	--

Attachment 5 - Bidder Questions and Extraneous Terms Form	
--	--

Company, Contact Name & Phone Number	

<p>List your inquiries about this RFP using the format below. All inquiries will be answered and posted at the URL listed on the Cover Page of this RFP. Please be clear with your inquiry(s) and list the applicable RFP document name and section number which your inquiry refers to. If your inquiry does not refer to a particular RFP Section then list it as "General". Submit as Excel Document -- DO NOT CONVERT TO PDF. Submit to: its.sm.bestvalue@its.ny.gov and reference RFP Number and name indicated above in subject line of e-mail.</p>	
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[illegible]

[illegible]

NEW YORK STATE Office of Information Technology Services (ITS)

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT (hereinafter "Agreement") is hereby executed between the State of New York (hereinafter "State"), acting by and through the New York State Office of Information Technology Services (hereinafter "ITS"), having its principal place of business at State Capitol, ESP, P.O. Box 2062, Albany, New York 12220-0062, and _____, having a principal place of business at _____, _____, _____ (hereinafter "Vendor"), executed by _____, an individual who is Vendor's duly authorized representative (hereinafter "Authorized Representative").

Certification & Affirmation

The Authorized Representative, by signing this Agreement in the name and on behalf of the Vendor, subscribes and affirms the following:

1. that he/she is signing this Agreement on behalf of Vendor intending to bind said Vendor to the representations made herein;
2. that Vendor will comply with all requirements of this Agreement; and
3. that Vendor will certify the return or destruction of Confidential Information received as specified in this Agreement, if applicable.

Purpose

This Agreement is being entered into regarding services being provided by Vendor as described in ITS IFB No. C000522 ("RFP") and the contract(s) resulting from the RFP.

PART 1. DEFINITIONS

A. Confidential Information

Confidential Information shall be defined to include any information that ITS or the State, regardless of form or medium of disclosure (e.g., verbal, hard copy, or electronic) or source of information (e.g., ITS, other state agencies, state employees, electronic systems, or third-party contractors) provides to Vendor, or which Vendor obtains, discovers, derives or otherwise becomes aware of solely as a result of Vendor's performance of the other than:

- (a) information that is previously rightfully known to Vendor without restriction on disclosure;
- (b) information that is or becomes, from no act or failure to act on the part of Vendor, generally known in the relevant industry or in the public domain; and
- (c) information that is independently developed by Vendor without the use of Confidential Information.

Title to all Confidential Information remains the property of the State. Confidential Information is provided on an "as is" basis, and the State makes no warranties, guarantees or representations of any kind express or implied, or arising by custom or trade usage, as to any matter whatsoever, without limitation, and specifically makes no implied warranty of fitness for any particular purpose or use, including but not limited to adequacy, accuracy, completeness or conformity to any representation, description, sample or model.

B. Authorized Use

"Authorized Use" shall be defined as the use of Confidential Information by Vendor, its employees, consultants and subcontractors, solely for the purpose of performing the services as agreed to, as now or hereafter modified or amended. Disclosure, display, use, duplication, storage or transmittal of

Confidential Information, in any form, for any purpose other than as agreed to, including extrapolation or retention of summary information, data or business processes, even if without specific identifiers, shall be deemed an "unauthorized use."

C. Authorized Person

"Authorized Person" shall be defined as those persons within Vendor's employ or control identified by Vendor to ITS as having a need to receive, possess, store, access, or view Confidential Information for an Authorized Use.

PART 2. CONFIDENTIALITY & NON-DISCLOSURE REQUIREMENTS

A. Duty to Protect Confidential Information

Upon proper execution of this Agreement, Vendor will be granted a non-exclusive, non-transferable license to display, use, duplicate, store, and disclose Confidential Information only for an Authorized Use. Vendor shall safeguard all Confidential Information which is delivered from the State to Vendor to ensure its authorized use and to protect and prevent its unauthorized use or disclosure.

"Safeguard all Confidential Information" shall be defined as Vendor taking either one, or a combination of the following security measures, whichever standard is higher:

- (1) Where Vendor has established security procedures for its own confidential, sensitive business information which impose security requirements for the protection of its own trade secret, proprietary or confidential information, Vendor shall protect the Confidential Information using the same means; and/or
- (2) Where Vendor has not established such internal procedures, Vendor shall take the commercial measures defined below, to protect the Confidential Information.

Commercial Measures to Protect Confidential Information

For purposes of this Agreement, "commercial measures" shall be defined to include all of the following responsibilities to be undertaken by Vendor:

I. Use Restriction

Confidential Information shall only be received, possessed, stored, accessed and/or viewed by Authorized Persons.

II. Access by Authorized Person(s)

- a. Vendor shall be responsible for identifying those persons within its employ or control (e.g., subcontractors, consultants) who have a need to receive, possess, store, access, or view Confidential Information for an authorized use (hereinafter "Authorized Person(s)").
- b. Vendor shall be required to take commercially reasonable steps to inform each Authorized Person of their individual obligation to protect the security of Confidential Information in accordance with the requirements of this Agreement.
- c. Vendor shall not permit Confidential Information to be received, possessed, stored, accessed, or viewed by any Authorized Person until such person has agreed to comply with the required security obligations set forth below.

III. Access by Subcontractors and Consultants

- a. Vendor shall not permit Confidential Information to be received, possessed, stored, accessed, or viewed by any consultant or subcontractor until such entity's legal representative has been made aware of and has agreed to comply with the required security obligations of this Agreement.
- b. Consultants and subcontractors shall not be allowed to further disseminate or distribute Confidential Information, other than to provide access by Authorized Person(s) within consultant's or subcontractor's control and oversight.

IV. Security Obligations Regarding Confidential Information

Any person(s) who receive, possess, store, access, or view Confidential Information from either Vendor or its approved Subcontractor or Consultant (hereinafter "Custodian") shall be subject to the following security obligations:

- a. Custodian is the SOLE entity authorized to duplicate, distribute or otherwise transmit Confidential Information.
- b. Custodian's legal representative must approve any process used to duplicate, distribute or otherwise transmit Confidential Information to Authorized Person(s), and may NOT approve or use any process which involves the use of any public internet or other non-secure medium.
- c. Unless otherwise authorized by Custodian's legal representative, Confidential Information may NOT be stored on personal (non-business) computing or other electronic devices, or taken or removed in any form outside of the physical premises of Custodian.
- d. Confidential Information may only be duplicated, distributed or otherwise transmitted "as is", without alteration of any kind. "Confidential" or "Copyright" notices, whether originally in physical or electronic medium, shall not be removed from and shall be duplicated on Confidential Information when such information is duplicated, distributed or otherwise transmitted pursuant to (b) above.
- e. Other than as set forth in (a-d), above, Confidential Information may not be duplicated, distributed, stored or otherwise transmitted or communicated to or by any person or system. Authorized Person(s) may not copy, re-duplicate, re-transmit or re-distribute Confidential Information, in any form, whether whole or in part, or in any medium, whether electronic or hard copy.
- f. Upon termination of employment, Authorized Person(s) shall be required to return Confidential Information to Custodian's legal representative, and/or to certify that all electronic, optical or other copies have been destroyed within any electronic storage or other medium.

V. Chain of Custody

Vendor shall be required to keep a record of all copies of the Confidential Information that have been made and distributed to those persons within the employ of Vendor, and to those consultants or subcontractors who have a need to access Confidential Information for such authorized use.

Those consultants or subcontractors which receive Confidential Information from Vendor shall, as a condition of accessing such information, certify that such entity shall keep a record of all copies of the Confidential Information that have been made and distributed to those persons within the employ of such entity, and that such entity will provide its written certification of compliance with the provisions of this Agreement to the Vendor as provided in paragraph VI, below.

VI. Certification by Vendor of Return of Confidential Information

Vendor and its Consultants and Subcontractors who have received Confidential Information shall certify the chain of custody of such information as follows:

1. Of Vendor:

Upon termination of the engagement, Vendor shall independently certify, in writing, to the State, its compliance, during the period agreed to, with the terms of this Agreement. Vendor shall specifically certify:

(i) the documented chain of custody naming all Authorized Person(s), consultants and subcontractors to whom the Confidential Information was duplicated, distributed or transmitted,

(ii) As to Authorized Person(s) within the internal employment or control of Vendor, that all

copies of Confidential Information have either been returned to the State, or are certified by such person(s) as having been destroyed or permanently deleted from all forms of electronic storage, and Vendor shall attach the certifications of its consultants and subcontractors.

2. Of Vendor's Consultants and Subcontractors:

Upon termination of the engagement, such entity shall independently certify, in writing its compliance with the terms of this Agreement, and shall specifically certify:

- (i) the documented chain of custody naming all Authorized Person(s) to whom the Confidential Information was duplicated, distributed or transmitted, and
- (ii) As to such Authorized Person(s) within the internal employment or control of such entity, that all copies of Confidential Information have either been returned to the State, or are certified by such person(s) as having been destroyed or permanently deleted from all forms of electronic storage.

Termination

The license to use Confidential Information terminates automatically upon the happening of any of the following: (a) breach of this agreement or (b) completion of Vendor's services as agreed to.

Compliance

Should Vendor breach or threaten to breach this Agreement, the State shall have all equitable and legal rights (including the right to obtain injunctive relief) to prevent such breach and/or to be fully compensated (including reasonable attorney's fees) for losses or damages resulting from such breach. Vendor is deemed to acknowledge that compensation for damages may not be sufficient and that injunctive relief to prevent or limit any breach of confidentiality may be the only viable remedy to fully protect the Confidential Information.

Vendor affirms that its employees with access to Confidential Information will not disclose such Confidential Information to anyone, except as provided in this Agreement. In addition, Authorized Persons shall safeguard all Confidential Information from unauthorized access, loss, theft, destruction, and the like. Vendor shall notify ITS immediately upon becoming aware that Confidential information is in the possession of or has been disclosed to an unauthorized person or entity.

Governing Laws

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. If any provision of Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the other provisions shall remain in full force and effect.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Vendor has caused this Non-Disclosure Agreement to be signed as of the date set forth below.

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF New York)

) SS:.

COUNTY OF)

On this _____ day of _____, 2018, before me personally came _____, to me known, and known to me to be the person who executed the above instrument, who, being duly sworn by me, did for her/himself depose and say that she/he is the _____ (title) of _____ (Vendor), with its principal place of business located at _____ and that she/he executed the foregoing instrument in the name of the Vendor, and that she/he executed the same as the act and deed of the Vendor for the uses and purposes mentioned therein.

Notary Public

Vendor, having a principal place of business at _____ (hereinafter _____), and having entered into a Confidential Non-Disclosure Agreement (NDA) with the NYS Office of Information Technology Services (ITS) on _____, and having been provided by ITS with Confidential Information in accordance with that NDA, now certifies on behalf of itself and all Authorized Persons provided Confidential Information as agreed to, as to the following:



Office of Information Technology Services

RFP # C000522-Network Cabling Services **Attachment 7: Workers Compensation and Disability Insurance** **Requirements**

Sections 57 and 220 of the New York State Workers' Compensation Law (WCL) provide that ITS shall not enter into any Contract unless proof of workers' compensation and disability benefits insurance coverage is produced. Prior to entering into a Contract with ITS successful Bidders will be required to verify for ITS on forms authorized by the New York State Workers' Compensation Board, the fact that they are properly insured or are otherwise in compliance with the insurance provisions of the WCL. The forms to be used to show compliance with the WCL are listed below. ITS would prefer Bidders to submit this insurance verification information with their bids if possible. Any questions relating to either workers' compensation or disability benefits coverage should be directed to the State of New York Workers' Compensation Board, Bureau of Compliance at (518)486-6307. Failure to provide verification of either of these types of insurance coverage by the time winning bids have been selected and Contracts are ready to be executed will be grounds for disqualification of an otherwise successful bid.

Workers' Compensation Requirements under WCL § 57:

To comply with coverage provisions of the WCL, businesses shall:

- a) be legally exempt from obtaining workers' compensation insurance coverage; or
- b) obtain such coverage from insurance carriers; or
- c) be self-insured or participate in an authorized group self-insurance plan.

To verify your compliance with the above, ITS shall receive one of the following properly executed Workers' Compensation Board forms from the Contractor, the Contractor's insurance carrier or the Workers' Compensation Board, depending on which form is appropriate:

1. CE-200, Certificate of Attestation of Exemption from New York State Workers Compensation and/or Disability Benefits Coverage; OR

2. C-105.2, Certificate of Workers' Compensation Insurance. (The Contractor's insurance carrier will send this form to ITS upon the Contractor's request.)

Please Note: The State Insurance Fund provides its own version of this form, the U-26.3; OR

3. SI-12, Certificate of Workers' Compensation Self-Insurance (the Workers' Compensation Board's Self Insurance Office will send this form to ITS upon the Contractor's request), OR

4. GSI-105.2 – Certificate of Participation in Workers' Compensation Group Self-Insurance (the Contractor's Group Self-Insurance Administrator will send this form to ITS upon the Contractor's request).



Office of Information Technology Services

RFP # C000522-Network Cabling Services **Attachment 7: Workers Compensation and Disability Insurance Requirements**

Disability Benefits Requirements under WCL § 220(8):

To comply with the coverage provisions of the Disability Benefits Law, businesses shall:

- a) be legally exempt from obtaining disability benefits insurance coverage; OR
- b) obtain such coverage from insurance carriers; OR
- c) be self-insured.

To verify your compliance with the above, ITS shall receive one of the following properly executed Workers' Compensation Board forms from the Contractor, the Contractor's insurance carrier or the Workers' Compensation Board, depending on which form is appropriate:

1. CE-200, Certificate of Attestation of Exemption from New York State Workers Compensation and/or Disability Benefits Coverage; OR
2. Either the DB-120.1 – Certificate of Disability Benefits Insurance OR the DB-820/829 Certificate/Cancellation of Insurance (the Contractor's insurance carrier will send one of these forms to ITS upon the Contractor's request); OR
3. DB-155 – Certificate of Disability Benefits Self-Insurance (the Workers' Compensation Board's Self Insurance Office will send this form to ITS upon request the Contractor's request).



Office of Information Technology Services

RFP C000522-Network Cabling Services Attachment 8- NYS Required Certification

Non-discrimination 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 in the bidder, either: (answer yes or no to one or both of the following, as applicable)

(1) has business operations in Northern Ireland

Yes _____ No _____

If Yes,

(2) shall take lawful steps in good faith to conduct any business operations that it has 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 their compliance with such Principles.

Yes _____ No _____



Office of Information Technology Services

RFP C000522-Network Cabling Services

Attachment 8- NYS Required Certification

Non-Collusive Bidding Certification Required By Section 139-D of the State Finance Law

By submission of this bid, bidder and each person signing on behalf of bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes 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; and

[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.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], AND [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day of _____, _____ as the act and deed of said corporation or partnership.

IF BIDDER(S) IS (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:

NAMES OF PARTNERS/PRINCIPALS

LEGAL RESIDENCE

IF BIDDER(S) IS (ARE) A CORPORATION, COMPLETE THE FOLLOWING:

NAME

LEGAL RESIDENCE

President:

Secretary:

Treasurer:



Office of Information Technology Services

RFP C000522-Network Cabling Services
Attachment 8- NYS Required Certification
(Continued)



Office of Information Technology Services

RFP C000522-Network Cabling Services **Attachment 8- NYS Required Certification**

IDENTIFYING DATA

Potential Contractor _____

Street Address _____

City, State and Zip Code _____

Telephone _____ Title: _____

Fax _____

If applicable, Responsible Corporate Officer

Name Title

Signature Date

Joint or combined bids by companies or firms must be certified on behalf of each participant.

Legal name of person, firm or corporation

By _____
Name Title

Street Address

City, State, Zip Code

**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).

Signature: _____ Date: _____

Printed 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.

Signature: _____ Date: _____

Printed Name: _____

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 Information Technology 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 Information Technology Services with respect to State Finance Law §139-k is complete, true and accurate.

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

Procurement Lobbying Termination

The Office of Information Technology 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 Information Technology Services may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

**Offerer's Certification of Adherence
to Executive Order 177 regarding
Anti-Discriminatory Policies and Practices**

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law. 3

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Offerer Certification:

I certify adherence to Executive Order No. 177.

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

EQUAL EMPLOYMENT OPPORTUNITY – STAFFING PLAN

EE0-100 (v.2015.12.09es)

(Instructions on Page 2)

Contractor's Name: _____

Telephone: _____

Address: _____

Federal ID No.: _____ SFS Vendor ID: _____

City, State, ZIP: _____

Contract No(s): _____

Report includes -Please select one from the options below:

Reporting Entity - Please select one from the options below:

☐ Work force utilized on this contract

☐ Contractor

☐ Contractor/Subcontractor's total work force

☐ Subcontractor

Job Categories	Total Work Force	Race/Ethnicity - report employees in only one category													
		Hispanic or Latino		Not-Hispanic or Latino											
				Male						Female					
		Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races
Executive/Senior Level Officials and Managers															
First/Mid-Level Officials and Managers															
Professionals															
Technicians															
Sales Workers															
Administrative Support Workers															
Craft Workers															
Operatives															
Laborers and Helpers															
Service Workers															
TOTAL															

PREPARED BY (Signature): _____

DATE: _____

NAME AND TITLE OF PREPARER: _____

TELEPHONE/EMAIL: _____

(print or type)

INSTRUCTIONS

General Instructions: All Offeror and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (EEO 100) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form for the contractor's or subcontractor's total work force.

Instructions for Completing:

1. Enter the Solicitation or Contract number that this report applies to, along with the name, address, and federal ID number of the Contractor preparing the report.
2. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor's total work force.
3. Check off the appropriate box to indicate if the Contractor completing the report is the contractor or subcontractor.
4. Check off the box that corresponds to the reporting period for this report.
5. Enter the total work force by EEO job category.
6. Enter the name, title, phone number and/or email address for the person completing the form. Sign and date the form in designated areas.

RACE/ETHNIC IDENTIFICATION

For purposes of this form CIO/OFT will accept the definitions of race/ethnic designations used by the federal Equal Employment Opportunity Commission (EEOC), as those definitions are described below or amended hereafter. (Be advised these terms may be defined differently for other purposes under NYS statutory, regulatory, or case law). Race/ethnic designations as used by the EEOC do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. The race/ethnic categories for this survey are:

- **Hispanic or Latino** - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
- **White (Not Hispanic or Latino)** - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
- **Black or African American (Not Hispanic or Latino)** - A person having origins in any of the black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)** - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **Asian (Not Hispanic or Latino)** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- **American Indian or Alaska Native (Not Hispanic or Latino)** - A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
- **Two or More Races (Not Hispanic or Latino)** - All persons who identify with more than one of the above five races.

M/WBE UTILIZATION PLAN

M/WBE 100 (v.2015.12.09es)

INSTRUCTIONS: This form *MUST* be submitted with any bid, proposal, or proposed negotiated contract prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each NYS-certified Minority and Women-owned Business Enterprise (M/WBE), including the offeror if a NYS-certified MWBE, and estimated (or actual if known) annual dollar value under the contract and reflect the MWBE participation goals specified in the contract or procurement document.

Will there be M/WBE participation for services provided under this contract? ☐ YES ☐ NO

Contract Overview			
Offeror/Contractor Name: _____		Telephone: _____	
Address: _____		Federal ID No: _____	SFS Vendor ID: _____
City, State, Zip: _____		Solicitation No: _____	
NYS Certified M/WBE Fill out box below for each NYS-Certified M/WBE Contractor or Subcontractor	Classification	Description of Scope of Work (Subcontracts/Supplies/Services)	Annual Dollar Value of Subcontracts/Supplies/Services
Name: _____ Address: _____ City, State, Zip: _____ Telephone: _____ Fed. ID. No: _____ SFS Vendor ID: _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DUAL	<input type="checkbox"/> DIRECT (Spending directly fulfilling contract obligations) Description: _____ <input type="checkbox"/> INDIRECT (Spending in support of company operations.) Description: _____ <input type="checkbox"/> Copy of written agreement attached (Required for teaming	\$ _____
Name: _____ Address: _____ City, State, Zip: _____ Telephone: _____ Fed. ID. No: _____ SFS Vendor ID: _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DUAL	<input type="checkbox"/> DIRECT (Spending directly fulfilling contract obligations) Description: _____ <input type="checkbox"/> INDIRECT (Spending in support of company operations.) Description: _____ <input type="checkbox"/> Copy of written agreement attached (Required for teaming	\$ _____

☐ **VENDOR CERTIFICATION:** I hereby affirm that the information supplied in this utilization plan is true and correct.

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 142, AND THE ABOVE REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.

Signature: _____ Date: _____
 Print Name: _____ Telephone No: _____
 Title: _____ Email: _____

M/WBE UTILIZATION PLAN

FOR AUTHORIZED USE ONLY

Utilization Plan Approved: ☐ Y ☐ N Date: _____

Notice of Deficiency Issued: ☐ Y ☐ N Date: _____

Notice of Acceptance Issued: ☐ Y ☐ N Date: _____

Reviewed By: _____ Date: _____

Comment(s):



Office of Information Technology Services

RFQP # C000522- Network Cabling Services

Attachment 12- MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT (Form # 4)

M/WBE AND EEO POLICY STATEMENT

I, _____, the (awardee/contractor) _____ agree to adopt the following policies with respect to the project being developed or services rendered at _____

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from the contracting agency and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and 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.

(b) This organization shall state in all solicitation 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 disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized 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 this organization's obligations herein.

(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.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

Agreed to this _____ day of _____, 2_____

By: _____

Print: _____ Title: _____

(Name of Designated Liaison) is designated as the Minority Business Enterprise Liaison responsible for administering the Minority and Women-Owned Business Enterprises - Equal Employment Opportunity (M/WBE-EEO) program.



Office of Information Technology Services

RFQP # C000522- Network Cabling Services



Office of Information Technology Services

RFP C000522-Network Cabling Services **ATTACHMENT 13 - 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 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 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 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 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.

Bidders can demonstrate their commitment to the use of New York State businesses by responding to the question below:

Will New York State Businesses be used in the performance of this Contract? _____ Yes _____ No

If yes, identify New York State Business (es) that will be used; (Attach identifying information).

**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		
Contractor's mailing address (if different than above)					
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:

- The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- 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.

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT BUSINESS ENTITY

You have selected the For-Profit Non-Construction questionnaire which may be printed and completed in this format or, for your convenience, may be completed online using the New York State VendRep System.

COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor's business and operations. An owner or officer must certify the questionnaire and the signature must be notarized.

NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the IT Service Desk at ITServiceDesk@osc.state.ny.us or call 866-370-4672.

DEFINITIONS

All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," found at www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

RESPONSES

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

REPORTING ENTITY

Each vendor must indicate if the questionnaire is filed on behalf of the entire Legal Business Entity or an Organizational Unit within or operating under the authority of the Legal Business Entity and having the same EIN. Generally, the Organizational Unit option may be appropriate for a vendor that meets the definition of "Reporting Entity" but due to the size and complexity of the Legal Business Entity, is best able to provide the required information for the Organizational Unit, while providing more limited information for other parts of the Legal Business Entity and Associated Entities.

ASSOCIATED ENTITY

An Associated Entity is one that owns or controls the Reporting Entity or any entity owned or controlled by the Reporting Entity. However, the term Associated Entity does **not** include "sibling organizations" (i.e., entities owned or controlled by a parent company that owns or controls the Reporting Entity), unless such sibling entity has a direct relationship with or impact on the Reporting Entity.

STRUCTURE OF THE QUESTIONNAIRE

The questionnaire is organized into eleven sections. Section I is to be completed for the Legal Business Entity. Section II requires the vendor to specify the Reporting Entity for the questionnaire. Section III refers to the individuals of the Reporting Entity, while Sections IV-VIII require information about the Reporting Entity. Section IX pertains to any Associated Entities, with one question about their Officials/Owners. Section X relates to disclosure under the Freedom of Information Law (FOIL). Section XI requires an authorized contact for the questionnaire information.

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

I. LEGAL BUSINESS ENTITY INFORMATION			
<u>Legal Business Entity Name</u> *		<u>EIN</u>	
Address of the <u>Principal Place of Business</u> (street, city, state, zip code)		<u>New York State Vendor Identification Number</u>	
		Telephone ext.	Fax
Email		Website	
Additional <u>Legal Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years and the status (active or inactive).			
Type	Name	EIN	Status
1.0 <u>Legal Business Entity</u> Type – Check appropriate box and provide additional information:			
<input type="checkbox"/> <u>Corporation</u> (including <u>PC</u>)		Date of Incorporation	
<input type="checkbox"/> <u>Limited Liability Company</u> (LLC or PLLC)		Date of Organization	
<input type="checkbox"/> <u>Partnership</u> (including <u>LLP</u> , <u>LP</u> or <u>General</u>)		Date of Registration or Establishment	
<input type="checkbox"/> <u>Sole Proprietor</u>		How many years in business?	
<input type="checkbox"/> Other		Date Established	
If Other, explain:			
1.1 Was the <u>Legal Business Entity</u> formed or incorporated in New York State?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If 'No,' indicate jurisdiction where <u>Legal Business Entity</u> was formed or incorporated and attach a <u>Certificate of Good Standing</u> from the applicable jurisdiction or provide an explanation if a <u>Certificate of Good Standing</u> is not available.			
<input type="checkbox"/> United States State _____			
<input type="checkbox"/> Other Country _____			
Explain, if not available:			
1.2 Is the <u>Legal Business Entity</u> publicly traded?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide <u>CIK Code</u> or Ticker Symbol			
1.3 Does the <u>Legal Business Entity</u> have a <u>DUNS</u> Number?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," Enter <u>DUNS</u> Number			

*All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," which can be found at www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

I. LEGAL BUSINESS ENTITY INFORMATION

- 1.4 If the Legal Business Entity's Principal Place of Business is not in New York State, does the Legal Business Entity maintain an office in New York State?
(Select "N/A," if Principal Place of Business is in New York State.)
- ☐ Yes ☐ No
☐ N/A

If "Yes," provide the address and telephone number for one office located in New York State.

- 1.5 Is the Legal Business Entity a New York State certified Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), New York State Small Business (SB) or a federally certified Disadvantaged Business Enterprise (DBE)?
- If "Yes," check all that apply:
- ☐ New York State certified Minority-Owned Business Enterprise (MBE)
☐ New York State certified Women-Owned Business Enterprise (WBE)
☐ New York State Small Business (SB)
☐ Federally certified Disadvantaged Business Enterprise (DBE)
- ☐ Yes ☐ No

- 1.6 Identify Officials and Principal Owners, if applicable. For each person, include name, title and percentage of ownership. Attach additional pages if necessary. If applicable, reference to relevant SEC filing(s) containing the required information is optional.

Name	Title	Percentage Ownership (Enter 0% if not applicable)

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II. REPORTING ENTITY INFORMATION

2.0 The Reporting Entity for this questionnaire is:

Note: Select only one.

☐ Legal Business Entity

Note: If selecting this option, "Reporting Entity" refers to the entire Legal Business Entity for the remainder of the questionnaire. (SKIP THE REMAINDER OF SECTION II AND PROCEED WITH SECTION III.)

☐ Organizational Unit within and operating under the authority of the Legal Business Entity

SEE DEFINITIONS OF "REPORTING ENTITY" AND "ORGANIZATIONAL UNIT" FOR ADDITIONAL INFORMATION ON CRITERIA TO QUALIFY FOR THIS SELECTION.

Note: If selecting this option, "Reporting Entity" refers to the Organizational Unit within the Legal Business Entity for the remainder of the questionnaire. (COMPLETE THE REMAINDER OF SECTION II AND ALL REMAINING SECTIONS OF THIS QUESTIONNAIRE.)

IDENTIFYING INFORMATION

a) Reporting Entity Name

Address of the Primary Place of Business (street, city, state, zip code)

Telephone

ext.

b) Describe the relationship of the Reporting Entity to the Legal Business Entity

c) Attach an organizational chart

d) Does the Reporting Entity have a DUNS Number?

☐ Yes ☐ No

If "Yes," enter DUNS Number

e) Identify the designated manager(s) responsible for the business of the Reporting Entity.

For each person, include name and title. Attach additional pages if necessary.

Name

Title

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INSTRUCTIONS FOR SECTIONS III THROUGH VII

For each "Yes," provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). For each "Other," provide an explanation which provides the basis for not definitively responding "Yes" or "No." Provide the explanation at the end of the section or attach additional sheets with numbered responses, including the Reporting Entity name at the top of any attached pages.

III. LEADERSHIP INTEGRITY

Within the past five (5) years, has any current or former reporting entity official or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the reporting entity with any government entity been:

- | | |
|--|---|
| 3.0 <u>Sanctioned</u> relative to any business or professional permit and/or license? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other |
| 3.1 <u>Suspended, debarred, or disqualified</u> from any <u>government contracting process</u> ? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other |
| 3.2 The subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation for any business-related conduct? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other |
| 3.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a <u>judgment</u> for:
a) Any business-related activity; or
b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other |

For each "Yes" or "Other" explain:

IV. INTEGRITY – CONTRACT BIDDING

Within the past five (5) years, has the reporting entity:

- | | |
|--|--|
| 4.0 Been <u>suspended or debarred</u> from any <u>government contracting process</u> or been <u>disqualified</u> on any government procurement, permit, license, concession, franchise or lease, including, but not limited to, <u>debarment</u> for a violation of New York State Workers' Compensation or Prevailing Wage laws or New York State Procurement Lobbying Law? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4.1 Been subject to a denial or revocation of a government prequalification? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4.2 Been denied a contract award or had a bid rejected based upon a <u>non-responsibility finding</u> by a <u>government entity</u> ? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4.3 Had a low bid rejected on a <u>government contract</u> for failure to <u>make good faith efforts</u> on any <u>Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise</u> goal or <u>statutory affirmative action requirements</u> on a previously held contract? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4.4 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4.5 Initiated a request to withdraw a bid submitted to a <u>government entity</u> in lieu of responding to an information request or subsequent to a formal request to appear before the <u>government entity</u> ? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

For each "Yes," explain:

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V. INTEGRITY – CONTRACT AWARD*Within the past five (5) years, has the reporting entity:*

5.0 Been <u>suspended</u> , cancelled or <u>terminated for cause</u> on any <u>government contract</u> including, but not limited to, a <u>non-responsibility finding</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.1 Been subject to an <u>administrative proceeding</u> or civil action seeking specific performance or restitution in connection with any <u>government contract</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.2 Entered into a formal monitoring agreement as a condition of a contract award from a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each "Yes," explain:

VI. CERTIFICATIONS/LICENSES*Within the past five (5) years, has the reporting entity:*

6.0 Had a revocation, <u>suspension</u> or <u>disbarment</u> of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or federal certification of <u>Disadvantaged Business Enterprise</u> status for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each "Yes," explain:

VII. LEGAL PROCEEDINGS*Within the past five (5) years, has the reporting entity:*

7.0 Been the subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.1 Been the subject of an indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as <u>serious or willful</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation or any other willful violation of New York State Labor Law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or received an enforcement determination by any <u>government entity</u> involving a violation of federal, state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 Other than previously disclosed: a) Been subject to fines or penalties imposed by <u>government entities</u> which in the aggregate total \$25,000 or more; or b) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each "Yes," explain:

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VIII. FINANCIAL AND ORGANIZATIONAL CAPACITY	
8.0 Within the past five (5) years, has the <u>Reporting Entity</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.1 Within the past five (5) years, has the <u>Reporting Entity</u> had any <u>liquidated damages</u> assessed over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.2 Within the past five (5) years, have any <u>liens</u> or <u>judgments</u> (not including UCC filings) over \$25,000 been filed against the <u>Reporting Entity</u> which remain undischarged?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), relevant dates, the Lien holder or Claimant's name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.3 In the last seven (7) years, has the <u>Reporting Entity</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.	
8.4 During the past three (3) years, has the <u>Reporting Entity</u> failed to file or pay any tax returns required by <u>federal</u> , state or local tax laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the <u>Reporting Entity</u> failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.	
8.5 During the past three (3) years, has the <u>Reporting Entity</u> failed to file or pay any New York State unemployment insurance returns?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the years the <u>Reporting Entity</u> failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.6 During the past three (3) years, has the <u>Reporting Entity</u> had any <u>government audit(s)</u> completed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
a) If "Yes," did any audit of the <u>Reporting Entity</u> identify any reported significant deficiencies in internal control, fraud, illegal acts, significant violations of provisions of contract or grant agreements, significant abuse or any <u>material disallowance</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to 8.6 a), provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

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IX. ASSOCIATED ENTITIES

*This section pertains to any entity(ies) that either controls or is controlled by the reporting entity.
(See definition of "associated entity" for additional information to complete this section.)*

9.0 Does the Reporting Entity have any Associated Entities?

☐ Yes ☐ No

Note: All questions in this section must be answered if the Reporting Entity is either:

- An Organizational Unit; or
- The entire Legal Business Entity which controls, or is controlled by, any other entity(ies).

If "No," SKIP THE REMAINDER OF SECTION IX AND PROCEED WITH SECTION X.

9.1 Within the past five (5) years, has any Associated Entity Official or Principal Owner been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:

☐ Yes ☐ No

- a) Any business-related activity; or
- b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?

If "Yes," provide an explanation of the issue(s), the individual involved, his/her title and role in the Associated Entity, his/her relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

9.2 Does any Associated Entity have any currently undischarged federal, New York State, New York City or New York local government liens or judgments (not including UCC filings) over \$50,000?

☐ Yes ☐ No

If "Yes," provide an explanation of the issue(s), identify the Associated Entity's name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the Lien holder or Claimant's name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.3 Within the past five (5) years, has any Associated Entity:

a) Been disqualified, suspended or debarred from any federal, New York State, New York City or other New York local government contracting process?

☐ Yes ☐ No

b) Been denied a contract award or had a bid rejected based upon a non-responsibility finding by any federal, New York State, New York City, or New York local government entity?

☐ Yes ☐ No

c) Been suspended, cancelled or terminated for cause (including for non-responsibility) on any federal, New York State, New York City or New York local government contract?

☐ Yes ☐ No

d) Been the subject of an investigation, whether open or closed, by any federal, New York State, New York City, or New York local government entity for a civil or criminal violation with a penalty in excess of \$500,000?

☐ Yes ☐ No

e) Been the subject of an indictment, grant of immunity, judgment, or conviction (including entering into a plea bargain) for conduct constituting a crime?

☐ Yes ☐ No

f) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any federal, New York State, New York City, or New York local government entity?

☐ Yes ☐ No

g) Initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?

☐ Yes ☐ No

For each "Yes," provide an explanation of the issue(s), identify the Associated Entity's name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

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X. FREEDOM OF INFORMATION LAW (FOIL)

10. Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).

☐ Yes ☐ No

Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.

If "Yes," indicate the question number(s) and explain the basis for the claim.

XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE

Name	Telephone ext.	Fax
Title	Email	

**NEW YORK STATE
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Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Sworn to before me this _____ day of _____, 20__;

_____ Notary Public



Office of Information Technology Services

Attachment 16 - Minimum Vendor Qualifications Certification RFP C000522-Network Cabling Services

Lot 2- Labor Rates

Qualification 1 1) Vendor has at least five (5) years' experience in the each of the following areas: a. Structured copper cabling installation, maintenance and repair (inside/outside plant) b. Structured fiber optic installation, maintenance and repair (inside/outside plant) c. Excavation Services (installation, maintenance and repair conduit, manhole, etc.)	
	<input type="checkbox"/> Yes <input type="checkbox"/> No*
Qualification 2 2) Vendor has at least one (1) combined year experience of Structured Data Center fiber optic and copper installation, maintenance, and repair as defined by the TIA-942-B Data Center Cabling Standard.	
	<input type="checkbox"/> Yes <input type="checkbox"/> No*
Qualification 3 3) Vendor is certified by one copper cabling manufacturer of structured voice and data cabling and provide proof showing that they are a certified installer of that manufacturer's structured voice and data cabling system.	
	<input type="checkbox"/> Yes <input type="checkbox"/> No*
Qualification 4 4) Vendor must be certified by one fiber cabling manufacturer of structured voice and data cabling and provide proof showing that they are a certified installer of that manufacturer's structured voice and data cabling system.	
	<input type="checkbox"/> Yes <input type="checkbox"/> No*

For any work a subcontractor will complete, the subcontractor must fulfill the applicable Minimum Vendor Qualification for the portion of work that they will complete over the contract term. For example, a subcontractor providing excavation services must fulfill the five (5) years' experience providing such services. In addition, any proposed subcontractor must have had a contractual relationship with the Prime Vendor for at least two years. A listing of all subcontractors must be provided to NYS ITS prior to commencement of any particular work assignment. NYS ITS may reject any proposed subcontractor at its sole discretion.

*A "No" Response to any of the minimum qualifications may result in disqualification.

Certification

By signing you certify your express authority to sign on behalf of the Bidder and that all information provided is complete, true and accurate.

Date: _____

Legal Business Name of Company Bidding: _____

D/B/A - Doing Business As (if applicable): _____

Signature: _____



Office of Information Technology Services

Attachment 16 - Minimum Vendor Qualifications Certification
RFP C000522-Network Cabling Services

Printed Name: _____

Title: _____

Attachment 17 - Requirements Verification and Traceability Matrix-Evaluation Worksheet

RFP C000522- Network Cabling Services (Vendors submitting Proposal for Lot 1 Materials only do not need to complete this form)

RFP Section	Requirement	Vendor Agrees to meet the Requirement (Yes or No). By Indicating "Yes" in this column, the Vendor acknowledges strict adherence to the Mandatory Requirement.	Business Plan to Meet Requirement (Additional Sheets may be attached)
4.1.1 Structured Copper Cabling Installation, Maintenance, and Repair Services			
	The Contractor may be requested to provide one, or more, of the following services over the term of the Contract, including, but not limited to:		
	1)Communicating with building managers, working with project managers, understanding blueprints/drawings, and working with other trades.		
	2)Identifying endpoints of cables to be installed, maintained, or repaired.		
	3)Planning pathways for inside and outside plant cable runs.		
	4)Providing turnkey, structured copper cabling solutions.		
	5)Providing turnkey data center structured copper solutions.		
	6)Providing aerial and underground outside plant (utility poles, conduit and manhole, tunnels and bridges) for copper distribution systems.		
	7)Providing copper distribution cabling (cables ranging from 25pair to 1800pair).		
	8)Providing structured data center copper installation maintenance and repair.		
	9)Testing, troubleshooting, and repairing inside and outside plant copper cables as needed to restore service.		
	10)Transporting structured copper cabling and infrastructure equipment.		
	11)Extension of Demarcations		
4.1.2 Structured Fiber Optic Installation, Maintenance, and Repair Services			
	The Contractor may be requested to provide one, or more, of the following services over the term of the Contract, including, but not limited to:		
	1)Communicating with building managers, working with project managers, understanding blueprints/drawings, and working with other trades.		
	2)Identifying endpoints of cables to be installed, maintained, or repaired.		
	3)Planning pathways for inside and outside plant cable runs.		

RFP Section	Requirement		
		Vendor Agrees to meet the Requirement (Yes or No). By Indicating "Yes" in this column, the Vendor acknowledges strict adherence to the Mandatory Requirement.	Business Plan to Meet Requirement (Additional Sheets may be attached)
	4)Providing turnkey, structured fiber optic cabling solutions (inside plant, outside plant, horizontal and vertical building risers).		
	5)Providing turnkey data center structured fiber optic solutions.		
	6)Providing aerial and underground outside plant (utility poles, conduit and manhole, tunnels and bridges) for fiber optic distribution systems.		
	7)Providing fiber optic fusion splicing (indoor and outdoor).		
	8)Providing structured data center fiber optic installation, maintenance, and repair.		
	9)Testing, troubleshooting, and repairing inside and outside plant fiber optic cables as needed to restore service.		
	10)Transporting structured fiber optic cabling and infrastructure equipment.		
	11)Extending Demarcations		
	4.1.3 Excavation and Aerial Services (Installation, Maintenance, and Repair)		
	The Contractor may be requested to provide one, or more, of the following services over the term of the Contract, including, but not limited to:		
	1)Digging trenches to connect buildings together.		
	2)Installing manholes, handholes and conduit.		
	3)Raising existing manhole covers to grade.		
	4)Directional drilling/boring		
	5)Installation of utility poles and supporting structures to support aerial pathways		
	4.1.4 Mandatory Service Requirements		
	The Contractor must comply with all Mandatory General Service Requirements for the Network Cabling Services including, but not limited to:		
	1) Adherence to ANSI/TIA/EIA 568-B Commercial Building Telecommunications Cabling Standard. http://www.csd.uoc.gr/~hy435/material/Cabling%20Standard%20-%20ANSI-TIA-EIA%20568%20B%20-%20Commercial%20Building%20Telecommunications%20Cabling%20Standard.pdf		
	2) Adherence to all Building Industry Consulting Service International (BICSI), Electronic Industries Alliance (EIA) and Telecommunications Industry Association (TIA) recommended installation practices when installing structured voice and data network cabling.		

RFP Section	Requirement		
		Vendor Agrees to meet the Requirement (Yes or No). By Indicating "Yes" in this column, the Vendor acknowledges strict adherence to the Mandatory Requirement.	Business Plan to Meet Requirement (Additional Sheets may be attached)
	3) Adherence with all standards as set forth in Exhibit A -Cabling Industry Standard Guidelines and Exhibit B – Additional Standards for Work Performed.		
	4) Adherence with all NYS Department of Labor guidelines regarding prevailing wages. Please note PRC# 2018011555 has been assigned for the purposes of this solicitation and any resultant contract (See Exhibit D – Prevailing Wage Schedule).		
	5) Acceptance, updating, and modifying Auto-CAD, PDF, WORD, EXCEL files.		
	6) Passing security clearances as required for access to NYS Facilities (See Appendix C).		
	7) Obtaining all permits required to install structured voice and data network cabling on a per-site basis.		
	8) Providing as-built drawings for all installations, maintenance, and repairs.		
	9) Clearly labeling, and documenting all structured voice and data network cabling consistent with the location of installation.		
	10) Must use Certified Manufacturer Brand for all new installations and provide Manufacturer warranty unless otherwise specified by the State in Appendix H – Work Assignment Form.		
	11) Moving, adding or changing any existing structured voice and data network cabling that will meet the existing structured voice and data network cabling system unless otherwise specified by the State in Appendix H – Work Assignment Form. For example, if two (2) cables are requested within a space that has a CommScope certified structured voice and data network cabling system, the Contractor must install a CommScope certified structured voice and data network cabling system to maintain consistency. Should the situation exist where the components (e.g., cables, jacks, etc.) of the existing structured voice and data network cabling system are no longer commercially available, Contractor will notify ITS and, with the approval of ITS, install equivalent, or better, components. See Exhibit C – Cable Manufacturer List for a non-exhaustive listing of known manufacturer structured voice and data network cabling systems.		

RFP Section	Requirement		
		Vendor Agrees to meet the Requirement (Yes or No). By Indicating "Yes" in this column, the Vendor acknowledges strict adherence to the Mandatory Requirement.	Business Plan to Meet Requirement (Additional Sheets may be attached)
	12) All work, including but not limited to: cabling, pathways, support structures, wiring, equipment, installation and workmanship shall comply with the latest editions of the requirements of the Authority Having Jurisdiction (AHJ), National Electrical Code, National Electrical Safety Code, all applicable local rules and regulations, equipment manufacturer's instructions, and the National Electrical Contractors Association (NECA) Standard of Installation.		
	13) The Contractor will be held fully liable for any damages that result from Contractor performing services under the Contract resulting from this RFP		
	14) The Contractor must comply with NYS Department of Transportation (DOT) rules and regulations. (Please refer to: https://www.dot.ny.gov/divisions/operating/oom/transportation-systems/safety-program-technical-operations/work-zone-control)		
	15) The Contractor must comply with all DIG Safely NY requirements (https://www.digsafelynewyork.com/)		
Key Personnel Requirements			
4.2.2.1 Dispatch Coordinator:			
	The Dispatch Coordinator (DC) must fulfill all DC requirements and responsibilities including, but not limited to, the following:		
	a.Serve as the single point of contact (SPOC) for the Contractor.		
	b.Be available by phone or email during the hours of 8am-5pm M-F.		
	c.Provide updates on all projects (moves, adds, changes (MACS), incidents (INC), etc.) as requested.		
4.2.2.2 Project Manager			
	The Project Manager (PM) must fulfill all PM requirements and responsibilities including, but not limited to, the following:		
	a.Manage all LAN Cabling installations requiring (50+) network cables, fiber optic risers and campus fiber installations.		
	b.Have five (5) years' experience managing structured voice/data cabling projects, inside plant fiber optic riser, and outside plant fiber optic installations.		
4.2.2.3 Foreman			
	The Foreman must fulfill all Foreman requirements and responsibilities including, but not limited to, the following:		
	a.Being assigned to all projects requiring 20+ cables.		
	b.Being assigned to all projects requiring copper or fiber optic risers, tie cables, and outside plant installations.		

RFP Section	Requirement		
		Vendor Agrees to meet the Requirement (Yes or No). By Indicating "Yes" in this column, the Vendor acknowledges strict adherence to the Mandatory Requirement.	Business Plan to Meet Requirement (Additional Sheets may be attached)
	c. Being the on-site SPOC for each project and responsible for coordinating with landlords, building managers, plant superintendents, etc.		
	d. Updating floor plans, communicating with customers, and notifying the ITS project manager of any issues or emergencies that may arise.		
	e. Overseeing the LAN cabling technicians throughout the entire installation.		
	f. Have at least five (5) years' experience in LAN Cabling, fiber riser/t projects, and outside plant construction.		
	4.2.2.4 LAN Cabling Technician		
	The LAN Cabling Technician must fulfill all LAN Cabling Technician requirements and responsibilities including, but not limited to, the following:		
	<ul style="list-style-type: none"> Technicians must have at least two (2) years of experience in installation maintenance, and repair of structured LAN Cabling and fiber optics. 		
	4.2.2.5 Registered Communications Distribution Designer (RCDD)		
	Contractor must have a Registered Communications Distribution Designer (RCDD) on staff during the term of the Contract.		
	Company Name & Address		
	Bidder Name		
	Title		
	Bidder Signatures		
	Date		

<p align="center"> NYS Office of Information Technology Services (ITS) Attachment 18-Contractor Material and Labor Rate Catalog Network Cabling Material Catalog Lot 1-Materials </p>
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[illegible]

NYS Office of Information Technology Services (ITS)
Attachment 18-Contractor Material and Labor Rate Catalog
Network Cabling Material Catalog

[illegible]



Office of Information Technology Services

Attachment 19 – Contractor Material and Labor Rate Catalog Certification RFP C000522-Network Cabling Services

Certification

By executing this Attachment 19 – Contractor Material and Labor Rate Catalog Certification, you are hereby certifying that you are a duly authorized individual with the ability to legally bind Vendor and that the Material costs listed in Attachment 18 – Contractor Material and Labor Rate Catalog are accurate, complete, true and less than the Manufacturer's Suggested Retail Price ("MSRP") and/or the United States' General Services Administration ("GSA") listing. You further certify that all Labor Rates are accurate, complete, true, and adhere to all New York State Department of Labor ("DOL") prevailing wage requirements. Material and Labor Rates found not to be compliant with the above may result in Vendor being deemed non-responsive and either not awarded a contract or being found in breach of the Contract.

Date: _____

Legal Business Name of Company Bidding: _____

D/B/A - Doing Business As (if applicable): _____

Signature: _____

Printed Name: _____

Title: _____

Exhibit A
RFP C000522-Network Cabling Services
Cabling Industry Standards Guidelines

Industry Standard/ Codes

Insulated Cable Engineers Association (ICEA)

ANSI/ICEA S-80-576-2002, Category 1 & 2 Individually Unshielded Twisted-Pair Indoor Cables for Use in Communications Wiring Systems, 2002.

ANSI/ICEA S-84-608-2002, Telecommunications Cable, Filled Polyolefin Insulated Copper Conductor, 2002.

ANSI/ICEA S-90-661-2002, Category 3, 5, & 5e Individually Unshielded Twisted-Pair Indoor Cable for Use in General Purpose and LAN Communication Wiring Systems, 2002.

ICEA S-102-700-2004, ICEA Standard for Category 6 Individually Unshielded Twisted-Pair Indoor Cables for Use in LAN Communication Wiring Systems Technical Requirements, 2004

National Fire Protection Association (NFPA)

NFPA 70, National Electrical Code® (NEC®), 2008

NFPA 70E, Standard for Electrical Safety Requirements for Employee Workplaces, 2004

NFPA 72, National Fire Alarm Code®, 2007

NFPA 75, Standard for the Protection of Electronic Computer/Data Processing Equipment, 2009

NFPA 76, Recommended Practice for the Fire Protection of Telecommunications Facilities, 2009

NFPA 90A, Standard for the Installation of Air Conditioning and Ventilating Systems, 2009

NFPA 101, Life Safety Code®, 2006

NFPA 255, Standard Method of Test of Surface Burning Characteristics of Building Materials, 2006

NFPA 262, Standard Method of Test for Flame Travel and Smoke of Wires and Cables for Use in Air-Handling Spaces, 2007

NFPA 780, Standard for the Installation of Lightning Protection Systems, 2004

NFPA 5000™, Building Construction and Safety Code, 2006

Telecommunications Industry Association (TIA)

ANSI X3T9.5, Requirements for UTP at 100 Mbps

TIA TSB-125, Guidelines for Maintaining Optical Fiber Polarity Through Reverse-Pair Positioning, 2001

TIA TSB-140, Additional Guidelines for Field-Testing Length, Loss and Polarity of Optical Fiber Cabling Systems (2004)

TIA-526-7, Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant – OFSTP-7

T-526-14-A, Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant – SFSTP-14

TIA-568-C.0, Generic Telecommunications Cabling for Customer Premises, 2009

TIA-568-C.1, Commercial Building Telecommunications Cabling Standard Part 1: General Requirements, 2009

Exhibit A
RFP C000522-Network Cabling Services
Cabling Industry Standards Guidelines

TIA-568-C.2 , Commercial Building Telecommunications Cabling Standard—Part 2: Balanced Twisted Pair Cabling Components, 2008

TIA-568-C.3, Optical Fiber Cabling Components Standard, 2008

TIA-569-B, Commercial Building Standards for Telecommunications Pathways and Spaces, 2004

TIA-569-B-1, Commercial Building Standard for Telecommunications Pathways and Space – Addendum 1 – Temperature and Humidity Requirements for Telecommunications Spaces, 2009

ANSI/TIA-598-C, Optical Fiber Cable Color Coding, 2005

ANSI/TIA-604.2-A, FOCIS 2—Fiber Optic Connector Intermateability Standard, 2003

TIA-606, Administration Standard for Commercial Telecommunications Infrastructures, 2008

ANSI J-STD-607-A, Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications, 2002

ANSI/TIA-758-A, Customer-owned Outside Plant Telecommunications Infrastructure Standard, 2005

ANSI/TIA-854, A Full Duplex Ethernet Specification for 1000 Mb/s (1000BASE-TX) Operating over Category 6 Balanced Twisted-Pair Cabling, 2001

TIA-862, Building Automation Systems Cabling for Commercial Buildings, 2002

TIA-942, Telecommunications Infrastructure Standard for Data Centers, 2005

ANSI/NECA/BICSI 568-2006, Standard for Installing Telecommunications Systems, 2006

Category TSB-155, Guidelines for the Assessment and Mitigation of Installed 6 Cabling to Support 10GBASE-T, 2007

ANSI/NECA/GICSI-568-2006, Standard, Installing Commercial Building Telecommunications Cabling

BICSI Outside Plant Design Reference Manual (COOSP), current edition.

BICSI Electronic Safety and Security Reference Manual (ESSDRM), current edition

BICSI Information Transport Systems Installation Methods Manual (ITSIM), current edition

BICSI Network Design Reference Manual (NDRM), current edition

BICSI Telecommunications Distribution Methods Manual (TDMM), current edition

BICSI Wireless Design Reference Manual (WDRM), current edition

Institute of Electrical and Electronic Engineers (IEEE)

National Electrical Manufacturers Association (NEMA)

Underwriters Laboratories (UL) Cable Certification and Follow Up Program

Exhibit B
RFP C000522-NETWORK CABLING SERVICES
Additional Standards for Work Performed

Conduit /Cable Trays/ Firestopping

1. New construction outlets consist of one (1) 4-11/16" square by 2-1/8" deep flush mounted box.
2. Each outlet box shall have a EMT conduit stubbed above the drop ceiling or extended into the hallway cable tray. Conduits size is as follows:

For Outlets with 3 or less cables, use a 1" EMT conduit

For Outlets with 3-6 cables, use a 1.25" EMT conduit
3. For all other sizes, calculate fill ratio at 40% for proper sized conduit
4. Existing surface-mounted construction typically consists of surface-mounted raceway including base, cover, end fitting, entrance end fitting, and (2) 1" EMT conduits stubbed out top of entrance end fitting to above ceiling or out to nearest hallway distribution system. Size of the raceway is site dependent based on number of conductors to be installed.
5. Where ceilings are accessible, the raceway and entrance end fitting shall extend above the ceiling and the conduits installed above the ceiling in the room to the nearest hallway distribution system.
6. Where ceilings are partially accessible, or if the drawings and/or specifications indicate installation of access panels, the raceway shall extend above the ceiling and the conduits installed above the ceiling in the room to the nearest hallway distribution system.
7. Where ceilings are inaccessible or no ceilings exist, the raceway shall extend up as close to the ceiling as practical to allow installation of conduits as high as possible to the nearest hallway distribution system.
8. Provide conduits secured to wall above corridor ceilings as shown on the drawings or as specified herein for installation of telecommunications cables.
9. Corridor conduits shall be 4" EMT, furnished in 10-foot lengths wherever possible, with no sharp edges, reamed as necessary, evenly supported at two locations per 10-foot section spacing. Conduits shall be sized and quantified to account for handling cables in all conduits at 40%. Verify size prior to installation. Bushings and/or connectors on ends of EMT are required.
10. All conduits shall be installed stacked and attached to walls unless conditions exist which prohibit this type of installation. When this condition exists, mount conduits side-by-side supported with 3/8" rod attached to building structure utilizing UNISTRUT channel to form a trapeze. Double nut the top and bottom at the UNISTRUT. Utilize conduit clamp to secure conduits to UNISTRUT.
11. Grounding of conduits is not required per NEC #250-33, Exception, shall be painted conduit above suspended ceilings or in mechanical, electrical or telecommunication rooms. Color to match that of surface installed upon or as directed by NYS ITS Representative. Coordinate with other trades prior to painting.
12. Complete wall mounted or suspended aluminum cable tray system and necessary accessories shall be provided as shown on plans. Install entire cable tray system in accordance with manufacturer's minimum installation practices and all local governing codes.
13. Coordinate installation of cable tray with other trades to allow a minimum of 12" above, 12" in front, and 12" below of clearance from piping, conduits, ductwork, etc. Allowance must be provided for access to the

Exhibit B
RFP C000522-NETWORK CABLING SERVICES
Additional Standards for Work Performed

tray with reasonable room to work. Obstructions to the tray must be minimized and cannot block more than 6 feet of the tray at any point in the run.

14. Cable tray shall not be loaded beyond 60% of manufacturer's recommended load capacity.
15. Install cable tray dropouts where large quantities of cables exit the distribution system.
16. Cable tray must be sized to facilitate sufficient growth capacity for migration cable plant to coexist in same tray as existing cable plant, wherever possible.
17. Cable tray shall be a minimum width of 2" high x 12" wide. Cable tray may be sized upwards if fill ratio requirements need to be met based on cable quantities.
18. All open pathway/trays shall be installed a minimum of (12) inches away from any light fixture or other source of EMI (Electromagnetic Interference).
19. All pathways shall be grounded per NEC Article 250.
20. Provide external grounding strap at expansion joints, sleeves and crossover and at other locations where pathway/tray continuity is interrupted.
21. Support all pathways from building construction. Do not support pathways from ductwork, piping, or equipment hangers
22. Install cable tray level and straight unless noted on the construction drawings
23. Station conduit is defined as conduit that rises within the walls or is exposed from a raceway and extends up into the drop ceiling or over to the hallway distribution system.
24. Provide station conduits above the drop ceiling or extend over to the hallway distribution systems consisting of 1" EMT minimum or appropriate size as shown on the drawings or as specified for installation of telecommunications cables.
25. Provide an insulating press fit bushing on all telecommunications conduits including interconnecting nipples and stub to distribution system. To prevent conflicts with other cables or conduits to cable tray, the conduit shall be stubbed not less than 6" above or below conduit/cable tray center line. Where space permits, every effort shall be made to bend station conduits down such that the flow of installed cables promotes the minimum length back to the TR and the least amount of bends in the cables. Bushings must be rated to be used in an environmental air handling space (Plenum).
26. The use of 90 degree electrical pulling elbows is prohibited.

Exhibit B
RFP C000522-NETWORK CABLING SERVICES
Additional Standards for Work Performed

27. Do not include more than two 90 degree bends between pulling points when installing station conduit runs. If the path of the station conduits requires more than 180 degrees of total bends, installation of an appropriate sized junction box is required. See section 2.4 for junction box requirements.
28. Place an appropriate sized junction box in each individual station conduit run that exceeds 100 feet in length.
29. The use of a third bend in a conduit is only acceptable if:
 - i. The total conduit run is reduced by 15%.
 - ii. The conduit size is increased to the next trade size.
 - iii. One of the bends is located within 12" of the cable feed end.
30. If the station conduit route exceeds the 180 degree of total bends limitation, an appropriate sized junction box is required within a straight section of the conduit run.
31. Each station conduit run requires a separate junction box. The sharing of a junction box by multiple conduits is prohibited.
32. A junction box shall not be used in place of a bend. All junction boxes in station conduit paths shall be installed within a straight section of the conduit run.

Fire stopping

33. In all buildings, floor/ceiling assemblies, stairs, and elevator penetrations must be sealed with a 2-hour fire stop assembly at a minimum, unless otherwise noted.
34. Communication pathways requiring fire stopping shall utilize removable/re-usable fire stopping putties for ease of Moves, Adds, and Changes.
35. All fire stopping penetrations shall conform to the recommended practices listed in UL1479 or ASTM.

Exhibit C
RFP C000522-Network Cabling Services
Non-Exhaustive List of Manufacturer's Structured Cabling

Due to the nature of how structured voice and data cabling systems were procured prior to the creation of ITS, ITS does not have a complete inventory of the systems currently installed at all NYS facilities (either owned or leased). The following list is representative, though not exhaustive, of the types of structured voice and data cabling systems in place. Bidders should use this list for guidance in developing their proposals.

General Cable with Panduit Connectivity
Superior Cable with Ortronics Connectivity
Berktek Cable with Leviton Connectivity

Belden Cable with Hubbell connectivity
Berktek Cable with Hubbell connectivity
Commscope Cable with Hubbell connectivity
General Cable with Hubbell connectivity
Hitachi Cable with Hubbell connectivity
Mohawk Cable with Hubbell connectivity
Superior Cable with Hubbell connectivity



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

New York State ITS

Alisa Fortune, Contract Manager
ESP Swan St, Core 4
Albany NY 12223

Schedule Year 2018 through 2019
Date Requested 09/21/2018
PRC# 2018011555

Location statewide

Project ID#

Project Type Structured cabling installation, maintenance, and repair of inside and outside plant; Excavation Services

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2018 through June 2019. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.state.ny.us. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

Appendix E – Sample Work Assignment Form

RITM # 8675309

WORK ASSIGNMENT FORM FOR ITS CONTRACT No. C000522		Date:9/20/2018
<i>The Parties hereby agree pursuant to the terms and conditions of ITS Contract No. C000522 that the Contractor must complete the attached form and return to ITS for a work assignment to be properly acknowledged.</i>		
Work Assignment Details		
Submitted by: Name/Title/Email/Phone	John Doe/ ITS 4 John.Doe@its.ny.gov	
Site Contact: Name/Title/Email/Phone	Joe Smith/ Plant Superintendent Joe.smith@omh.gov 123-456-7890	
Mandatory Site Visit	Scheduled 10/31/2018 at 10 am. Please contact Joe Smith to notify of attendance no later than 10/29/2018	

A. Scope of Work

The work included under this specification consists of furnishing all labor, equipment, materials, and supplies and performing all operations necessary for complete the installation of this structured cabling system in compliance with the specifications. The awarded vendor must provide and install all of the required material to form a complete system whether specifically addressed in the technical specifications or not.

Location: 1234 Main St Anywhere, NY 12345						
Building	Floor	TC Rm #	New TC	# outlets	# cables	Notes
73	3	344		40	52	

1. **Work shall include, but not be limited to the following:** Opening up existing Conduit.
Underground Boring (road)

2. Cabling Specifications

a. Horizontal Cabling Requirements Summary

The following horizontal cabling summary provides an overview of the copper UTP solution requirements for this project. The information provided includes building numbers, floor numbers, telecommunications room numbers, new or existing closet, total work area outlets, total cables and related notes.

Qty	Manufacturer	Description	Mfg. Part Number
52	Ortronics	Series 2 Module	OR-S22600
40	Ortronics	Series 2 Bezel	OR-40300158
2	Ortronics	48 port Patch Panel	OR-PHD66U48

b. Fiber Optic Cabling Requirements Summary

The following fiber optic cabling summary provides an overview of the fiber optic cabling solution requirements for this project. The information provided includes originating and terminating building numbers, floor numbers, telecommunications room numbers, fiber type, fiber count and estimated distance.

Orig. Bldg	Orig. Floor	Orig. TC #	Term. Building	Term. Floor	Term. TC #	Fiber Type	Fiber Count
5	Bsmt	B11	73	3	344	Single Mode	24

Qty	Manufacturer	Description	Mfg. Part Number
1	Corning	Single Mode	xxx-xxxx

Manufacturer Product Specifications

ITS will require the following manufacturer specific components be used for this project. For more details see product specification information in section 2.

Manufacturer	Description	Mfg. Part Number

Additional Products

ITS will require the following additional components for this project

Qty	Manufacturer	Description	Mfg. Part Number
1	Chatsworth	4-foot Cube-it Wall Mount	11900-736

Vendor Acknowledgement		
Accepted by: Name/Title/Email		
Signature:		Date and Time:

RFP C000522-Network Cabling Services**Attachment 5 - Bidder Questions and Extraneous Terms Form**

List your inquiries about this RFP using the format below. All inquiries will be answered and posted at the URL listed on the Cover Page of this RFP. Please be clear with your inquiry(s) and list the applicable RFP document name and section number which your inquiry refers to. If your inquiry does not refer to a particular RFP Section then list it as "General". Submit as Excel Document -- DO NOT CONVERT TO PDF. Submit to: its.sm.bestvalue@its.ny.gov and reference RFP Number and name indicated above in subject line of e-mail.

RFP Section Name	Section Number	Inquiry
Network Cabling Services	C000522	Is there an MBE requirement for this project?
Proposal requirements	7	Section says to submit attachments 4 and 7 to bid response. I do not see them listed on attachment 1 "Checklist" that is to be submitted also. Please advise.
Attachments	#1	Is every item listed in "Attachment 1 -Proposal Checklist" due in Phase 1?
Attachments	#1	If answer to above is YES... please clarify what exactly is required for: Number of Financial Bids submitted; Number of Technical Requirements Plan submitted; Are these project case studies provided by bidder which include examples of a financial bid and technical requirements plan?
Minimum Vendor Qualifications	3	Will NYS ITS accept Lot 1(Material Only) bids from a distributor for end user material only procurements ? The current Minimum Vendor Qualifications in Section 3 require that the bidding vendor have 5 years installation experience which would preclude a distributor from submitting a bid for Lot 1.
General		Is this a state wide bid?
Material Catalog Lot 1	4.2	Typical price files that we will use to populate the Excel pricing tab do not contain a "part name". With the large number of line items that we plan on including in our bid, it would be impossible to include a "part name" for every line item. The description should contain all relevant information. Can the "part name" field be left blank ?
Material Catalog Lot 1	4.2	There is no field for UOM on the pricing tab. It was presented in the call that quantity would be the "number of widgets in a SKU" Any SKU that has a UOM other than EA or MF, should have the quantity in the description. Can the quantity field be changed to UOM ?

Attachment 11		On attachment 11, what is meant by "Indirect MWBE Services"?
Attachment 11		How do we calculate the annual dollar value of MWBE participation without knowing the actual value of the contract?
Attachment 11		Is it possible to utilize indirect MWBE services to fulfill MWBE requirements.
General		Where do we place the costs for shipping?
General		Where would we place the costs for a man lift, storage container, boring machine , excavation equipment, etc?
Attachment 4		Which attachments go with the Technical Proposal and which ones go with the Financial/Administration Proposal
Contractor material and Labor Catalog Updates	5.2.2.3, 5.2.2.4	If a manufacturer has a substantial price increase during the period between the award date the first anniversary date, or between anniversary dates and we are not allowed to increase pricing, can we remove that product line from the contract ?
Contractor material and Labor Catalog Updates	5.2.2.5	If ITS does not accept a price update request, can we remove the effected manufacturer from our contract ?
General		What are the termination terms of this contract from both ITS and the awardees perspective ?

Contractor material and Labor Catalog Updates	5.2.2	Wil we be allowed to add a manufacturer at any time during this contract ?
Description of Services and Mandatory Service Requirements	4.2.1	Are we able to bid Material Categories (Lot 1) only?
Description of Services and Mandatory Service Requirements	4.2.1	If a contract is awarded for Material Categories (Lot 1), can NYS ITS procure material only?
Procurement Process (Phase 1)	6.1	Are other NY State agencies able to procure material from this contract?
Contract Requirements (Phase 2)	5.1.2	Is a site visit required to provide material only?
Attachment 4		Do we submit 1 original and 3 copies in each volume or do they all need to be originals?
Procurement Process	6.2.2	Is it possible to get a formal list of all bidders at the mandatory bid meeting?
Attachment 18		There is a column titled "quantity" how should we respond to this?
Appendix C	1.4.1	Will New York State towns, cities, counties etc, be able to use this contract for services?
Appendix	B	There is no appendix B on the link/website. Is it missing?
Attachment	18	Do we need to use the discount column for labor rate?
Attachment	18	Does SKU number apply just for material or for people also?

[illegible]

Answer
Yes. Please refer to Appendix C Section 1.31 for all MWBE goals and requirements.
Attachment 4 is included in the Financial Bid section of Attachment 1 checklist, and Attachment 7 is in the Administrative Submission section of Attachment 1 checklist.
Yes.
Please refer to Attachment 1-Proposal Checklist, Attachment 4-Firm Offer Letter, and RFP C000522 for Proposal submission requirements.
Vendors may submit bids for lot 1 only, lot 2, only or both. Minimum Vendor Qualifications have been revised as of 3/28/2019.
Yes
"Part Name" may be the same as "Description" in some cases. However, both fields must be filled in completely.
The Quantity Column may be used to reflect Unit of Measure for each SKU.

Indirect MWBE Services refers to services performed in the normal course of business, but don't directly involve services that are within the scope of this RFP.
In this scenerio TBD will be acceppable. However, a percentage should be included on the form.
Yes
All costs should be included in the submitted not to exceed costs for each item.
All costs for equipment needed to complete any requested Statement of Work should be included in the Job Rate for the job title(s) of the person(s) that is qualified and, where applicable, licensed to complete the work.
Please refer to Attachment 1- Proposal Checklist for all items to be include in the Administrative, Financial, and Technical Proposals.
ITS will not entertain any requests for updates until sixty (60) of the anniversary date of the contract.
No, ITS will only allow the removal of a particular item, not a manufacturer.
Please refer to Appendix- C ITS Standard Contract Clauses Section 1.20 Termination.

Please refer to RFP C000522 Section 5.2.2 Contractor Material and Labor Rate Catalog Updates for information related to any adds, changes, or modifications to Contractor's Material and Labor Rate Catalog during the term of the contract.
Yes
Yes
Yes, but they will have to comply with State Finance Law requirements in order to do so.
Requests for site visits will be on a case-by-case basis and outlined in each Phase 2- Request for Quotes
Please submit at least two original copies of each proposal. Four copies in total.
No
The Quantity Column may be used to reflect Unit of Measure for each SKU.
Yes, but they will have to comply with any legal requirements in order to do so.
There is no Appendix B in this solicitation.
No. Labor Rates must meet prevailing wage requirements.
Vendors are required to create a SKU for each title proposed on Lot 2-Labor Rates.

