Judiciary & Public Safety Committee

Committee Meeting

~ Minutes ~

60 Central Ave.
Cortland, NY 13045
http://www.cortland-co.org

Thursday, May 11, 2023 **9:00 AM** **Room 302**

CALL TO ORDER

The meeting was called to order at 9:00 AM by Committee Chair Kelly L. Fairchild-Preston

Attendee Name	Organization	Title	Status	Arrived
Christopher Newell	Cortland County, NY	Committee Member	Present	
Douglas Bentley	Cortland County, NY	Committee Member	Present	
Kelly L. Fairchild-Preston	Cortland County, NY	Committee Chair	Present	
Cathy Bischoff	Cortland County, NY	Committee Member	Present	
Susan Wilson	Cortland County, NY	Committee Member	Present	
Joseph Nauseef	Cortland County, NY	Committee Vice Chair	Present	
Eugene Waldbauer	Cortland County, NY	Committee Member	Present	
Kevin Fitch	Cortland County, NY	Chair of the Legislature	Present	
Rob Corpora	Cortland County, NY	County Administrator	Present	
Savannah Hempstead	Cortland County, NY	Clerkof the Legislature	Present	
Andrea Herzog	Cortland County, NY	Director of Finance	Present	
Melanie Vilardi	Cortland County, NY	Deputy County Administrator	Present	
Scott Roman	Cortland County, NY	Director of Emergency Response and Communications	Present	
Mark Helms	Cortland County, NY	Sheriff	Present	
Budd Rigg	Cortland County, NY	Undersheriff	Present	
Denise Bushnell	Cortland County, NY	Coroner	Present	
Keith Dayton	Cortland County, NY	Public Defender	Present	
Michael Cardinale	Cortland County, NY	Assigned Counsel Plan Administrator	Present	
Laurie Leonard	Cortland County, NY	Personnel Officer	Present	
Todd McAdam	Cortland Standard	Editor	Present	
Michael Bidwell	Cortland County,	Investigator, Public Defender's	Present	

	NY	Office		
Kevin Jones	Cortland County, NY	Assistant Public Defender	Present	
Sabrina Clark	Cortland County, NY	Public Defender's Office	Present	
Melissa Ballowe-Smith	Cortland County, NY	Assistant Public Defender	Present	

MINUTES

1. Judiciary & Public Safety Committee - Committee Meeting - Apr 13, 2023 9:00 AM

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Joseph Nauseef, Committee Vice Chair
SECONDER:	Christopher Newell, Committee Member
AYES:	Newell, Bentley, Fairchild-Preston, Bischoff, Wilson, Nauseef, Waldbauer

RESOLUTIONS

AGENDA ITEM NO. 1 – Authorize Intermunicipal Agreement Between Cortland County and Schuyler County - Sheriff's Department

RESULT:	**APPROVED [UNANIMOUS]** **Next: 5/25/2023 6:00 PM**
MOVER:	Christopher Newell, Committee Member
SECONDER:	Eugene Waldbauer, Committee Member
AYES:	Newell, Bentley, Fairchild-Preston, Bischoff, Wilson, Nauseef, Waldbauer

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO.**

Authorize Intermunicipal Agreement Between Cortland County and Schuyler County - Sheriff's Department

WHEREAS, Schuyler County would like to enter into a Law Enforcement Intermunicipal Agreement for special details for events at Watkins Glen International Racetrack, performing Mutual Aid Police duties under Article 10 of the General Municipal Law, AND

WHEREAS, the cost of the Police Services to Schuyler County will be paid by The County of Schuyler to the responding officers; AND

WHEREAS, the Cortland County Sheriff supports this intermunicipal agreement with Schuyler County, AND

WHEREAS, the Schuyler County Sheriff wishes to utilize off-duty Cortland County Police Officers to assist with a special detail, AND

WHEREAS, Resolution No. 140-18 authorized an intermunicipal agreement with Schuyler County for Mutual Aid (Police Services) upon review and approval by the Cortland County Attorney or designee and the term of said agreement ends on June 30, 2023, AND

WHEREAS, pursuant to New York State General Municipal Law §119-o, the maximum term of such agreements shall be five (5) years, AND

WHEREAS, the effective date of this agreement will be on and after July 1, 2023, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, be and hereby is authorized to sign an agreement for Mutual Aid (Police Services) for Schuyler County for a term of five (5) years.

AGENDA ITEM NO. 2 – Create County Police Sergeant (Deputy Sheriff) - Sheriff's Office

Mr. Nauseef MADE A MOTION TO AMEND the resolution to remove the abolition of the County Police Officer, Ms. Bischoff SECONDED THE MOTION, and upon voice vote of members present, MOTION CARRIED. Ms. Preston and Mr. Waldbauer VOTED NO to the amendment.

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 5/16/2023 10:00 AM
MOVER:	Kelly L. Fairchild-Preston, Committee Chair
SECONDER:	Christopher Newell, Committee Member
AYES:	Newell, Bentley, Fairchild-Preston, Bischoff, Wilson, Nauseef, Waldbauer

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO.**

Create County Police Sergeant (Deputy Sheriff) - Sheriff's Office

WHEREAS, the needs of the Sheriff's Office will be better served by creating one (1) full-time County Police Sergeant (Deputy Sheriff) position, AND

WHEREAS, the Judiciary and Public Safety Committee recommends the creation of this position, NOW THEREFORE BE IT

RESOLVED, that one (1) position of County Police Sergeant (Deputy Sheriff) (Grade SGT, CPAC Union, $41.9045/hr, competitive class, 40 hours/week, with benefits) be created with permission to fill effective May 26, 2023 at 12:01 am.

AGENDA ITEM NO. 3 – Create Special Patrol Officers (Security) and Special Patrol Officers (SRO) - Sheriff's Office

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 5/16/2023 10:00 AM
MOVER:	Christopher Newell, Committee Member
SECONDER:	Joseph Nauseef, Committee Vice Chair
AYES:	Newell, Bentley, Fairchild-Preston, Bischoff, Wilson, Nauseef, Waldbauer

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO.**

Create Special Patrol Officers (Security) and Special Patrol Officers (SRO) - Sheriff's Office

WHEREAS, the needs of the Sheriff's Office will be better served by creating two (2) part-time Special Patrol Officers (Security) and four (4) Special Patrol Officers (School Resource Officers) positions, AND

WHEREAS, the Judiciary and Public Safety Committee recommends the creation of these positions, NOW THEREFORE BE IT

RESOLVED, that two (2) positions of Special Patrol Officer (Security) ($27.93/hour, competitive class, part-time, no benefits) and four (4) positions of Special Patrol Officer (School Resource Officers) ($30/hr, competitive class, part-time, no benefits) be created with permission to fill effective May 26, 2023 at 12:01 am.

AGENDA ITEM NO. 4 – Award Bid - Computer & Network Equipment - 22 West Court Street - Department of Emergency Response & Communications

Ms. Bischoff MADE A MOTION TO SUSPEND THE RULES to entertain resolutions not previously on the agenda, Mr. Nauseef SECONDED THE MOTION, and upon unanimous voice vote of members present, MOTION CARRIED.

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 5/16/2023 10:00 AM
MOVER:	Joseph Nauseef, Committee Vice Chair
SECONDER:	Cathy Bischoff, Committee Member
AYES:	Newell, Bentley, Fairchild-Preston, Bischoff, Wilson, Nauseef, Waldbauer

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO.**

Award Bid - Computer & Network Equipment - 22 West Court Street - Department of Emergency Response & Communications

WHEREAS, Cortland County's Department of Information Technology solicited bids for new computer and network equipment for the County's 911 center at 22 West Court Street, AND

WHEREAS, funding for this equipment comes from grant awards from the New York State Department of Homeland Security to the Department of Emergency Response & Communications, AND

WHEREAS the following bid results for computer equipment were received by the Clerk of the Legislature's office:

Request for Proposals Computer Workstations and Related Equipment
Pricing Evaluation
April 27, 2023

Item	Descripiton/Minimum specifications	Quantity	Price	Total	Price	Total	Winning Bid Price	Vendor
Adder Boxes	CCS-Pro4	15	$ 829.04	$ 12,435.60	$ 2,551.91	$ 38,278.65	$ 12,435.60	ePlus
Monitors, 24"	16:9 IPS panel	70	$ 217.02	$ 15,191.40	$ 300.67	$ 21,046.90	$ 15,191.40	ePlus
Monitors, 32"	4k resolution	6	$ 297.62	$ 1,785.72	$ 422.86	$ 2,537.16	$ 1,785.72	ePlus
Dispatch Workstations	Microsoft Windows 11 Pro, i9	30	$ 2,384.62	$ 71,538.60	$ 2,587.27	$ 77,618.10	$ 71,538.60	ePlus
Microsoft Office		14	$ 374.26	$ 5,239.64	$ 365.25	$ 5,113.50	$ 5,113.50	ComSource
Racks, 4 pole		6	$ 945.00	$ 5,670.00	$ 295.90	$ 1,775.40	$ 1,775.40	ComSource
Rack mounted UPS	Vertiv Liebert, GXT5LI-5000MVRT3UXLN	6	$ 7,069.05	$ 42,414.30	$ 6,765.00	$ 40,590.00	$ 40,590.00	ComSource
UPS rack distribution	Liebert, VP0N3202	12	$ 1,020.62	$ 12,247.44	$ 6,765.00	$ 81,180.00	$ 12,247.44	ePlus
UPS for workstations	1,500 watts, lithium batteries	10	$ 256.84	$ 2,568.40	$ 1,556.50	$ 15,565.00	$ 2,568.40	ePlus
KVM		1	$ 994.66	$ 994.66			$ 994.66	ePlus
Switch equipment	24 port, 10GB, copper	4	$ 16,023.89	$ 64,095.56	$ 16,202.17	$ 64,808.68	$ 64,095.56	ePlus
	24 port, 1GB	2	$ 4,401.42	$ 8,802.84	$ 6,175.64	$ 12,351.28	$ 8,802.84	ePlus
Optional equipment	Fatpipe WARP - Router Load Balancing	2	$ 19,906.28	$ 39,812.55	$ 36,153.89	$ 72,307.78	$ 39,812.55	ePlus

$ 229,472.77	ePlus subtotal
$ 47,478.90	ComSource subtotal
$ 276,951.67	Total

, AND

WHEREAS, it the recommendation of the Judiciary and Public Safety Committee to award the bid to the lowest responsible bidder, NOW THEREFORE BE IT

RESOLVED, that ePlus of Rochester, NY is the successful bidder for the above listed equipment in the amount of $229,472.77, and ComSource of Syracuse, NY is the successful bidder for the listed equipment in the amount $42,478.90, AND BE IT FURTHER

RESOLVED, that the County Administrator be and hereby is authorized, upon approval of County Attorney or designee, to enter into agreements for said equipment.

AGENDA ITEM NO. 5 – Authorize Agreement with Motorola - Radio Network Upgrade - Department of Emergency Response and Communications

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 5/16/2023 10:00 AM
MOVER:	Douglas Bentley, Committee Member
SECONDER:	Joseph Nauseef, Committee Vice Chair
AYES:	Newell, Bentley, Fairchild-Preston, Bischoff, Wilson, Nauseef, Waldbauer

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO.**

Authorize Agreement with Motorola - Radio Network Upgrade - Department of Emergency Response and Communications

WHEREAS, Cortland County's Department of Emergency Response & Communications was awarded a grant from New York State Department of Homeland Security in the amount of $5,000,000 in support of improvements to the County's radio system, AND

WHEREAS, the County has received a proposal from Motorola, Incorporated, to upgrade the County's radio network from its current network equipment to Multi-Protocol Label Switching (MPLS) network equipment in the amount of $327,625.00 and this expense is in support of the grant award, AND

WHEREAS, the MPLS upgrade is the first step in the awarded grant project of installing a radio system redundant prime radio site, AND

WHEREAS, Motorola is qualified as the only company that can support lifecycle upgrades for Motorola Solutions Astro25 systems. Other vendors cannot address lifecycle upgrades due to the complexities and necessary resources needed to assure a mission critical communications system upgrade is performed correctly, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon approval of the County Attorney or designee, is authorized to execute a contract with Motorola for the upgrade of the County's radio system to MPLS network equipment in the amount of $327,625.

DISCUSSION ITEMS

1. 911 - Nurse Navigation

RESULT:	COMPLETED

MONTHLY REPORTS

1. DOERC - April 2023 Report

RESULT:	COMPLETED

2. Inmate Daily Total Report April 2023

RESULT:	COMPLETED

3. Public Defender Monthly Report

RESULT:	COMPLETED

4. District Attorney Monthly Statistics

RESULT:	COMPLETED

5. Monthly Coroner Report

RESULT:	COMPLETED

6. Assigned Counsel Monthly Report

RESULT:	COMPLETED

ADJOURNMENT

The meeting was closed at 10:12 AM

Judiciary & Public Safety Committee

Committee Meeting

~ Minutes ~

60 Central Ave.
Cortland, NY 13045
http://www.cortland-co.org

Thursday, April 13, 2023 **9:00 AM** **Room B20**

CALL TO ORDER

The meeting was called to order at 9:00 AM by Committee Chair Kelly L. Fairchild-Preston

Attendee Name	Organization	Title	Status	Arrived
Christopher Newell	Cortland County, NY	Committee Member	Excused	
Douglas Bentley	Cortland County, NY	Committee Member	Present	
Kelly L. Fairchild-Preston	Cortland County, NY	Committee Chair	Present	
Cathy Bischoff	Cortland County, NY	Committee Member	Present	
Susan Wilson	Cortland County, NY	Committee Member	Present	
Joseph Nauseef	Cortland County, NY	Committee Vice Chair	Present	
Eugene Waldbauer	Cortland County, NY	Committee Member	Present	
Rob Corpora	Cortland County, NY	County Administrator	Present	
Savannah Hempstead	Cortland County, NY	Clerkof the Legislature	Present	
Mark Helms	Cortland County, NY	Sheriff	Present	
Budd Rigg	Cortland County, NY	Undersheriff	Present	
George Wagner	Cortland County, NY	Board Member	Present	
Michael Cardinale	Cortland County, NY	Assigned Counsel Plan Administrator	Present	
Keith Dayton	Cortland County, NY	Public Defender	Present	
Scott Roman	Cortland County, NY	Director of Emergency Response and Communications	Present	
Michael Bidwell	Cortland County, NY	Public Defender's Office	Present	
Andrea Herzog	Cortland County, NY	Finance Director	Present	
Melanie Vilardi	Cortland County, NY	Deputy County Administrator	Present	
Amber Ayres	Cortland County, NY	Dispatch Supervisor	Present	
Kevin Fitch	Cortland County, NY	Chair of the Legislature	Late	9:06 AM
Ronald J. Van Dee	Cortland County,	Board Member	Late	9:27

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	NY			AM
Patricia Dawson	Cortland County, NY	Deputy Clerk of the Legislature	Remote	
Margaret Mellott	Cortland Standard	Reporter	Remote	
Eddie Velazquez	Cortland Voice	Reporter	Remote	

MINUTES

1. Judiciary & Public Safety Committee - Committee Meeting - Mar 9, 2023 9:00 AM

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Joseph Nauseef, Committee Vice Chair
SECONDER:	Eugene Waldbauer, Committee Member
AYES:	Bentley, Fairchild-Preston, Bischoff, Wilson, Nauseef, Waldbauer
EXCUSED:	Christopher Newell

RESOLUTIONS

AGENDA ITEM NO. 1 – Amend 2023 Budget to Cover Parking Lot Surveillance - Sheriff

RESULT:	**APPROVED [UNANIMOUS]** **Next: 4/27/2023 6:00 PM**
MOVER:	Eugene Waldbauer, Committee Member
SECONDER:	Joseph Nauseef, Committee Vice Chair
AYES:	Bentley, Fairchild-Preston, Bischoff, Wilson, Nauseef, Waldbauer
EXCUSED:	Christopher Newell

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO.**

Amend 2023 Budget to Cover Parking Lot Surveillance - Sheriff

WHEREAS, the Cortland County Sheriff's Office contracted with Cedar Path Solutions Group in 2018 to install parking lot surveillance at 54 Greenbush St., Cortland, NY, AND

WHEREAS, in 2021, it was determined Cedar Path Solutions Group was unable to complete said project and issued a refund for payments made, AND

WHEREAS, in 2022, the Sheriff contracted with Beard Electric LLC to install parking lot surveillance at a cost of $26,668, AND

WHEREAS, the project was completed in 2023 and funds need to be added to the Jail budget to cover project costs, NOW THEREFORE BE IT

RESOLVED, that the 2023 County budget is amended as follows:

Increase

A31505.54076	Building Repair & Maintenance	$26,668.00
A359900	Unappropriated Fund Balance	$26,668.00

AGENDA ITEM NO. 2 – Authorize Use of County Vehicle Repair/Replacement Reserve for Sheriff Vehicle - Sheriff's Department

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 4/27/2023 6:00 PM
MOVER:	Kelly L. Fairchild-Preston, Committee Chair
SECONDER:	Eugene Waldbauer, Committee Member
AYES:	Bentley, Fairchild-Preston, Bischoff, Wilson, Nauseef, Waldbauer
EXCUSED:	Christopher Newell

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO.**

Authorize Use of County Vehicle Repair/Replacement Reserve for Sheriff Vehicle - Sheriff's Department

WHEREAS, the Cortland County Legislature adopted Resolution No. 107-15, which established the County Vehicle Repair/Replacement Reserve for the purpose of vehicle related costs, AND

WHEREAS, funds are required for the lease payoff on a Sheriff Road Patrol vehicle damaged beyond repair, AND

WHEREAS, the County Vehicle Repair/Replacement Reserve balance at February 28, 2023 was $173,938.69, NOW THEREFORE BE IT

RESOLVED, the Cortland County Legislature be and hereby approves the use of the County Vehicle Repair/Replacement Reserve for the lease payoff, AND BE IT FURTHER

RESOLVED, the 2023 budget is hereby amended as follows:

Increase:

A31205.54765	Judgments & Claims	$19,404.70
A351100	Appropriated Reserves	$19,404.70

AGENDA ITEM NO. 3 – Abolish Investigator (Part-Time)/Create Investigator (Full-Time) - Public Defender's Office

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 4/27/2023 6:00 PM
MOVER:	Kelly L. Fairchild-Preston, Committee Chair
SECONDER:	Eugene Waldbauer, Committee Member
AYES:	Bentley, Fairchild-Preston, Bischoff, Wilson, Nauseef, Waldbauer
EXCUSED:	Christopher Newell

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO.**

Abolish Investigator (Part-Time)/Create Investigator (Full-Time) - Public Defender's Office

WHEREAS, the needs of the Public Defender's Office will be better served by abolishing one (1) Investigator (part-time) position and creating one (1) Investigator (full-time) position, AND

WHEREAS, the Judiciary and Public Safety Committee recommends the abolition and creation of these positions, NOW THEREFORE BE IT

RESOLVED, that one (1) position of Investigator (Grade 7H, Management Compensation Plan,

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$25.2484-33.6056/hr, exempt class, 17 hours/week) be and hereby is abolished effective April 27, 2023 at midnight, AND BE IT FURTHER

RESOLVED, that one (1) position of Investigator (Grade 7H, Management Compensation Plan, $25.2484-33.6056/hr, exempt class, 35 hours/week) be created with permission to fill effective April 28, 2023 at 12:01 am, AND BE IT FURTHER

RESOLVED, that this position is dependent on the related grant funding and will be abolished unless extended by resolution prior to grant funding being exhausted.

AGENDA ITEM NO. 4 – Accept and Authorize 2023 Emergency Management Performance Grant - Emergency Response & Communications

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 4/18/2023 10:00 AM
MOVER:	Joseph Nauseef, Committee Vice Chair
SECONDER:	Eugene Waldbauer, Committee Member
AYES:	Bentley, Fairchild-Preston, Bischoff, Wilson, Nauseef, Waldbauer
EXCUSED:	Christopher Newell

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO.**

Accept and Authorize 2023 Emergency Management Performance Grant - Emergency Response & Communications

WHEREAS, the New York State Department of Homeland Security and Emergency Services (NYS DHSES) has awarded the Cortland County Department of Emergency Response and Communications a grant in the amount of $21,478 in support of the Emergency Management Performance Grant (EMPG), AND

WHEREAS, the fiscal period for this grant is October 1, 2023 to September 30, 2025, AND

WHEREAS there is a required County match of $21,478 which has been budgeted as the salary of the Assistant Director of the Department of Emergency Response & Communications, NOW THEREFORE BE IT

RESOLVED, that the 2023 budget is amended as follows:

		Current	Change	Revised
INCREASE REVENUE BUDGET:				
A34105.43306.25EMP	DHSES Grant	0	$21,478	$21,478
INCREASE EXPENDITURE BUDGET:				
A34105.51005.25EMP	Personnel	0	$21,478	$21,478

, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee and subject to appropriation of funding by the Legislature, be and hereby is authorized to sign the grant contract with the New York State Department of Homeland Security and Emergency Services in an amount not to exceed $21,478, AND BE IT FURTHER

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RESOLVED, the Director of Finance shall carryover all unused grant funds to the subsequent year(s) budget covered by the grant, per the approved grant agreement.

AGENDA ITEM NO. 5 – Accept and Award NYS Homeland Security Grant - Emergency Response & Communications

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 4/18/2023 10:00 AM
MOVER:	Susan Wilson, Committee Member
SECONDER:	Joseph Nauseef, Committee Vice Chair
AYES:	Bentley, Fairchild-Preston, Bischoff, Wilson, Nauseef, Waldbauer
EXCUSED:	Christopher Newell

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO.**

Accept and Award NYS Homeland Security Grant - Emergency Response & Communications

WHEREAS, the New York State Department of Homeland Security and Emergency Services (NYS DHSES) has awarded the Cortland County Department of Emergency Response and Communications a grant in the amount of $51,215 resulting in no new county costs, in support of NYS State Homeland Security Grant Program, AND

WHEREAS, the fiscal period for this grant is September 1, 2022 to August 31, 2025, NOW THEREFORE BE IT

RESOLVED, that Cortland County Department of Emergency Response and Communications is hereby directed to expend the grant funds according to the stated grant guidance, AND BE IT FURTHER

RESOLVED, that the 2023 budget is amended as follows:

	Current	Change	Revised
A34105.43306.25SHS DHSES Grant	0	$51,215	$51,215
A34105.54048.25SHS PROGRAM SUPPLIES	0	$51,215	$51,215

, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee and subject to appropriation of funding by the Legislature, be and hereby is authorized to sign the grant contract with the New York State Department of Homeland Security and Emergency Services at an amount not to exceed $51,215, AND BE IT FURTHER

RESOLVED, the Director of Finance shall carryover all unused grant funds to the subsequent year(s) budget covered by the grant, per the approved grant agreement.

AGENDA ITEM NO. 6 – Accept and Award NYS Domestic Terrorism Prevention Grant - Emergency Response & Communications

Minutes Acceptance: Minutes of Apr 13, 2023 9:00 AM (MINUTES)

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 4/18/2023 10:00 AM
MOVER:	Joseph Nauseef, Committee Vice Chair
SECONDER:	Susan Wilson, Committee Member
AYES:	Bentley, Fairchild-Preston, Bischoff, Wilson, Nauseef, Waldbauer
EXCUSED:	Christopher Newell

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO.**

Accept and Award NYS Domestic Terrorism Prevention Grant - Emergency Response & Communications

WHEREAS, the New York State Department of Homeland Security and Emergency Services (NYS DHSES) has awarded the Cortland County Department of Emergency Response and Communications a grant in the amount of $172,413 resulting in no new county costs, in support of NYS Domestic Terrorism Prevention Grant Program, AND

WHEREAS, the fiscal period for this grant is September 1, 2022 to August 31, 2024, NOW THEREFORE BE IT

RESOLVED, that Cortland County Department of Emergency Response and Communications is hereby directed to expend the grant funds according to the stated grant guidance, AND BE IT FURTHER

RESOLVED, that the 2023 budget is amended as follows:

		Current	Change	Revised
A34105.43306.24DTP	DHSES Grant	0	$172,413	$172,413
A34105.51005.24DTP	PERSONNEL	0	$172,413	$172,413

, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee and subject to appropriation of funding by the Legislature, be and hereby is authorized to sign the grant contract with the New York State Department of Homeland Security and Emergency Services at an amount not to exceed $172,413, AND BE IT FURTHER

RESOLVED, the Director of Finance shall carryover all unused grant funds to the subsequent year(s) budget covered by the grant, per the approved grant agreement.

AGENDA ITEM NO. 7 – Accept and Award FY2022 NYS SICG Targeted Grant - Emergency Response & Communications

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 4/18/2023 10:00 AM
MOVER:	Joseph Nauseef, Committee Vice Chair
SECONDER:	Eugene Waldbauer, Committee Member
AYES:	Bentley, Fairchild-Preston, Bischoff, Wilson, Nauseef, Waldbauer
EXCUSED:	Christopher Newell

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO.**

Accept and Award FY2022 NYS SICG Targeted Grant - Emergency Response & Communications

Minutes Acceptance: Minutes of Apr 13, 2023 9:00 AM (MINUTES)

WHEREAS, the New York State Department of Homeland Security and Emergency Services (NYS DHSES) has awarded the Cortland County Department of Emergency Response and Communications a grant in the amount of $5,000,000 resulting in no new county costs, in support of NYS 2022 Statewide Interoperable Communications Targeted Grant Program, AND

WHEREAS, the fiscal period for this grant is March 1, 2023 to February 28, 2027, NOW THEREFORE BE IT

RESOLVED, that Cortland County Department of Emergency Response and Communications is hereby directed to expend the grant funds according to the stated grant guidance, AND BE IT FURTHER

RESOLVED, that the 2023 budget is amended as follows:

		Current	Change	Revised
A30205.44389.27SICG	DHSES Grant	0	$5,000,000	$5,000,000
A30205.52015.27SICG	Technical Equipment	0	$5,000,000	$5,000,000

, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee and subject to appropriation of funding by the Legislature, be and hereby is authorized to sign the grant contract with the New York State Department of Homeland Security and Emergency Services at an amount not to exceed $5,000,000, AND BE IT FURTHER

RESOLVED, the Director of Finance shall carryover all unused grant funds to the subsequent year(s) budget covered by the grant, per the approved grant agreement.

Minutes Acceptance: Minutes of Apr 13, 2023 9:00 AM (MINUTES)

DISCUSSION ITEMS

1. DOERC - Nurse Navigation

RESULT:	COMPLETED

MONTHLY REPORTS

1. DOERC Report

RESULT:	COMPLETED

2. Coroner Monthly Report

RESULT:	COMPLETED

3. District Attorney Statistics March 2023

RESULT:	COMPLETED

4. Public Defender Monthly Report

RESULT:	COMPLETED

5. Assigned Counsel Monthly Report

RESULT:	COMPLETED

6. Total Inmate Count March 2023

RESULT:	COMPLETED

EXECUTIVE SESSION

It was MOVED by Ms. Bischoff, seconded by Dr. Wilson, and unanimously approved by voice vote of members present, to enter into an executive session for discussions regarding proposed, pending or current litigation. MOTION CARRIED.

An executive session was held from 9:44 a.m. to 10:48 a.m., at which time on motion of Mr. Bentley, seconded by Mr. Nauseef, it was unanimously approved by voice vote to exit executive session.

Executive Session Attendees: Kelly Preston, Robert Corpora, Joseph Nauseef, Cathy Bischoff, Ronald VanDee, George Wagner, Eugene Waldbauer, Susan Wilson, Douglas Bentley, Kevin Fitch, Savannah Hempstead and outside counsel.

ADJOURNMENT

The meeting was closed at 10:48 AM

Personnel Change Justification Form

Requested Change: ☑ Abolish/Create ☐ Reallocation ☐ Abolish ☐ Create

Position Name (s): Create Inv./ Sergeant Abolish Deputy Sheriff - CPO

Bargaining Unit: CPAC Sheriff's Road Patrol

Purpose and Background:

Due to the amount of drug related incidents in Cortland County, I plan to put a second drug investigator back into my Criminal Investigation Division. In October of 2019, I moved a drug investigator out of CID to increase the Road Patrol supervision without increasing staff. Over the passed few years we've done the best we could with one drug investigator, but as you can imagine, these drug cases are in-depth and the need for a second investigator is needed.
Not only are the drug investigations continuously changing, but the danger involved in the drugs we're seeing today is on the rise. Xylazine is a perfect example. We need to do more to keep our community safe.

Fiscal Impact: ☑ County Funded 100 % ☐ Grant Funded ____ % Grant Exp. Date ____

Current Grade/Salary of Position: Grade Sgt. Salary Range $87,162.00

Requested Grade/Salary of Position: Grade CPO Salary Range $74,717.00 - 77,162.00

Annual Increase: $____ County Share: $____ # of Positions Affected: 2

Goals:

To be as efficient as possible when investigating drugs. I will have 2 investigators assigned to investigate drugs only. These investigations are dangerous, timely, and often we have numerous investigations going at the same time.
As the leaders of the Cortland County Drug Task Force,the Cortland City PD and I are working closely together and the plan is for the PD to assign a second drug investigator too. This will ensure that we can increase the services needed to better address the drug concerns we're seeing here in Cortland County.

Operational Impact:

Currently, I have 4 open police officer position. Due to Civil Service, there isn't a test scheduled until this fall and currently there isn't a valid list available to hire from. I plan to take a police officer position away and add the Inv. / Sgt. position now. The difference in the two position's pay would be approximately $12,445.00. I have the money in the budget to make this move. I don't feel I can wait until next year while seeing the importance of this needed position.

Requested By: Mark Lee — Signature of Requesting Department Head — 05/02/2023 — Date

Personnel Officer Approval: Laurie Lenz — Signature of Personnel Officer — 5/2/23 — Date

County Administrator Budget Impact Statement:

County Administrator Approval: Signature of County Administrator — 5/3/2023 — Date

Statutory Committee Approval: _____ — _____

Attachment: CPO-SGT Justification (11477 : Abolish County Police Officer/Create County Police Sergeant - Sheriff's Office)

Personnel Change Justification Form

RECEIVED
MAY 04 2023
CORTLAND COUNTY
PERSONNEL SERVICE

Requested Change: ☐ Abolish/Create ☐ Reallocation ☐ Abolish ☑ Create

Position Name (s): Create ~~Special Deputy~~ Patrol Officer (Security) Officer **Abolish** _____

Bargaining Unit: None

Purpose and Background:

Due to the lack of Police Officers available, I'm looking at the possibility of using a total of 2 retired Peace Officers, Police Officers and or State Police Troopers to help with open shifts or details that arise, for example Security for the County Office Building and or area courts as needed. I do have money in my budget for these positions.

Fiscal Impact: ☑ County Funded ____ % ☐ Grant Funded ____ % Grant Exp. Date _____

Current Grade/Salary of Position: Grade ____ Salary Range $_____

Requested Grade/Salary of Position: Grade ____ Salary Range $27.93 an hour

Annual Increase: $_____ County Share: $_____ # of Positions Affected: 2

Goals:

To accommodate the everyday needs of this office with covering all the required details involved in the day to day work. I currently have 8 part time officers (retired police officers) whom I rely on to assist me with everything from services like,COB security, court security, and special details (fairs, Maple festival, parades, fireworks events, boat and snowmobile patrols to name a few). Years ago we had three times that many part time officers. These new special deputies will be peace officers that will add to my available number of officers in an attempt to have more help at a reduced cost from a full time officer that would need to be paid with overtime.

Operational Impact:

These 2 positions will allow me to look at retired Correction Officers and State Police. Recent law changes have made these officers available to use. Until now I hadn't seen a need to look at different options such as this, but due to the shortage of police officers available, I'm looking at every option available that will help with my shortages and affect my budget.
I have money in my budget to cover the cost of these 2 special Deputies.

Requested By: Mark Leonard — Signature of Requesting Department Head — 05/03/2023 — Date

Personnel Officer Approval: Tammy Lemon — Signature of Personnel Officer — 5/3/23 — Date

County Administrator Budget Impact Statement:

County Administrator Approval: Scott Leonard — Signature of County Administrator — 5/4/2023 — Date

Statutory Committee Approval _____ _____

Attachment: security-05042023112457 (11478 : Create Special Patrol Officers (Security) and Special Patrol Officers (SRO))

Personnel Change Justification Form

Requested Change: ☐ Abolish/Create ☐ Reallocation ☐ Abolish ☑ Create

Position Name (s): Create Special ~~Deputy~~ Patrol Officer - (SRO) Abolish _____

Bargaining Unit: CPAC Sheriff's Road Patrol

Purpose and Background:

Due to the lack of full time Police Officers available (currently 4 open positions without an available civil service list through the rest of the year), I'm looking at the possibility of using retired Police Officers to fill the need for School Resource Officer's (SRO's). These positions are reimbursed through the schools and I do have money available in my budget.

Fiscal Impact: ☐ County Funded 0 % ☐ Grant Funded ____ % Grant Exp. Date _____

Current Grade/Salary of Position: Grade ____ Salary Range $_____

Requested Grade/Salary of Position: Grade ____ Salary Range $30.00 an hour

Annual Increase: $_____ County Share: $ 0 # of Positions Affected: 4

Goals:

To accommodate the schools in Cortland County who have requested an SRO. I currently have 3 SRO's that are spoken for and I have another school that has expressed an interest for a total of 4 SRO's in total at this time. There is money in my budget for this and I plan to have each SRO having uniform, equipment, and a vehicle, all of which will be reimbursed from the school. These SRO Positions will be a 10 month position with July and August off.

Operational Impact:

To cover the schools who wish to have an SRO as soon as we can during a time where we are short the number of police officers available. At the same time, not increasing my overall budget due to the agreements with the participating schools to cover the entire cost.

Requested By: Mark Lan — Signature of Requesting Department Head — 05/03/2023 — Date

Personnel Officer Approval: _____ — Signature of Personnel Officer — 5/3/23 — Date

County Administrator Budget Impact Statement:

County Administrator Approval: _____ — Signature of County Administrator — 5/4/2023 — Date

Statutory Committee Approval: _____ — _____

Attachment: sro-05042023112439 (11478 : Create Special Patrol Officers (Security) and Special Patrol Officers (SRO))

Customer Name: CORTLAND COUNTY
Quote No: 22959704
Quote Name: Computer Workstations Proposal - IT Equipment - Main quote
Quotation Date: 04/13/2023

Sales Support Contact: MARIA AZAR
Sales Support Phone: 212-401-5038
Sales Support Email: MAZAR@EPLUS.COM
Account Executive:
Account Executive Phone:
Account Executive Email:

Customer PO No:
Order No:
Expiration Date: 05/13/2023

Line No.	Part Number	MFG	Description/Line Notes	QTY	Unit Price	Ext. Price
			CCS-Pro4 Adder Boxes			
001	CCS-PRO4-US-SST	SOLE SOURCE TECHNOLOGY	CCS-PRO4-US ADDER COMMAND AND CONTROL SWITCH PRO 4 PORT	15	829.56	12,443.40
					Sub-Total (USD)	12,443.40
			Monitors, 24"			
002	24BP55Q-B	LG ELECTRONICS	24IN LCD 2560X1440 MNTR HDMI DP TILT HGHT PIVOT HD R	70	217.02	15,191.40
					Sub-Total (USD)	15,191.40
			Monitors, 32"			
003	VX3211-4K-MHD	VIEWSONIC	32IN 4K UHD MONITOR WITH SUPERCLEAR MVA TECHNOLOGY	6	297.62	1,785.72
					Sub-Total (USD)	1,785.72
			Dispatch Workstations-Option 1=4GB graphic memory			
004	6H922UT#ABA	HPI	SMART BUY Z2 SFF G9 I9-12900 1TB 32GB W11P 64 DGW1 0 HIE	30	1,777.97	53,339.10
005	ADD-PCIE3-2SFP+	ADDON	10GBS 2X PCIE X8 NTWK I/F CARD INDUSTRY **Line Note:** NIC card - Requires customer installation	30	238.89	7,166.70
006	20X22AT	HPI	SMART BUY NVIDIA T1000 4GB 4MDP GRAPHICS **Line Note:** 4GB graphics card - Requires customer installation	30	367.76	11,032.80
					Sub-Total (USD)	71,538.60
			OR Option 2=16GB graphics= SUBTOTAL $108,510.00			
007	6H900UT#ABA	HPI	SMART BUY Z2 G9 SFF I9-12900K 1TB 32GB W11P 64 DG W10 HIE	30	0.00	0.00
008	ADD-PCIE3-2SFP+	ADDON	10GBS 2X PCIE X8 NTWK I/F CARD INDUSTRY **Line Note:** NIC card - Requires customer installation	30	0.00	0.00

Attachment: BID - ePlus Full Proposal (11485 : Award Bid - Computer & Network Equipment - 22 West

Microsoft Office						
009	269-17195	MICROSOFT	OFFICE PRO 2021 WIN ALL LNG PK LIC OL NA **Line Note:** This is 1 e-mail license code	14	374.26	5,239.64
					Sub-Total (USD)	5,239.64
Racks						
010	SR42UBEXPND	TRIPP LITE	42U 4 POST OPEN FRAME RACK SERVER CABINET NO DOOR/ SIDES 3000LB	6	945.00	5,670.00
					Sub-Total (USD)	5,670.00
Vertiv Rack mounted UPS						
011	GXT5LI-5000MVRT3UXLN	LIEBERT	GXT5 LI 5000VA 208/120V RT XL UPS	6	7,069.05	42,414.30
					Sub-Total (USD)	42,414.30
Vertiv UPS rack distribution						
012	VP0N3202	VERTIV	GXT5 LI PDU EXTD H/W INPUT 4 NEMA L14-30	12	1,020.62	12,247.44
					Sub-Total (USD)	12,247.44
UPS for workstations						
013	BR1500MS2	SCHNEIDER	BACK UPS PRO 1500VA SINEWAVE 10 OUTLETS 2 USB CHAR GING PORTS	10	256.84	2,568.40
					Sub-Total (USD)	2,568.40
KVM						
014	DLX2-116	RARITAN	16PORT KVM OVER IP SWITCH 1 REMOTE AND 1 LOCAL USE R	1	994.66	994.66
					Sub-Total (USD)	994.66
HPE/Aruba Switch equipment						
015	R8S89A	HPE	ARUBA 6300M 24SR CL6 POE 2P50G 2P25G SW PL-WB	4	12,247.08	48,988.32
016	JL086A#ABA	HPE	ARUBA X372 54VDC 680W PS US PL-WB	8	552.82	4,422.56
017	H63C4E	HPE	CAREPACK ARUBA 3Y NBD EXCHG 6300M 24SR	4	2,671.17	10,684.68
018	JL319A	HPE	ARUBA 2930M 24G 1 SLOT SWCH	2	2,909.00	5,818.00
019	JL085A#ABA	HPE	ARUBA X371 12VDC 250W PS US PL-WB	4	410.00	1,640.00
020	H1TP6E	HPE	3YR FOUNDATION CARE SVC NBD EXCHANGE FOR A 2930M 2 4G SWT PL-LS	2	672.42	1,344.84

Attachment: BID - ePlus Full Proposal (11485 : Award Bid - Computer & Network Equipment - 22 West

					Sub-Total (USD)	72,898
FatPipe - SD-WAN Std, 1 Gbps Platinum						
021	HW-STD-1U	FATPIPE	STANDARD HARDWARE - 1U	1	2,079.17	2,079.17
022	SDWAN-PLAT-BASIC-G1	FATPIPE	SD-WAN STANDARD ANNUAL LICENSE 1 GBPS WITH PLATINU M LEVEL SUPPORT	3	4,019.17	12,057.51
023	HW-EXT-STD-1U	FATPIPE	STANDARD HARDWARE - 1U EXTENDED WARRANTY	2	685.84	1,371.68
024	SLB	FATPIPE	DNS SITE LOAD BALANCING ANNUAL LICENSE TO LOAD BAL ANCE INBOUND TRAFFIC AT 2 OR MORE SITES	3	1,665.83	4,997.49
025	INST-FEE	FATPIPE	SD-WAN INSTALLATION	1	579.17	579.17
026	DNS	FATPIPE	SMART DNS	1	1,320.00	1,320.00
027	HW-STD-1U	FATPIPE	STANDARD HARDWARE - 1U	1	2,079.17	2,079.17
028	SDWAN-PLAT-BASIC-G1	FATPIPE	SD-WAN STANDARD ANNUAL LICENSE 1 GBPS WITH PLATINU M LEVEL SUPPORT	3	4,019.17	12,057.51
029	HW-EXT-STD-1U	FATPIPE	STANDARD HARDWARE - 1U EXTENDED WARRANTY	2	685.84	1,371.68
030	INST-FEE	FATPIPE	SD-WAN INSTALLATION	1	579.17	579.17
031	DNS	FATPIPE	SMART DNS	1	1,320.00	1,320.00
					Sub-Total (USD)	39,812.55
Palo Alto PA850 - Firewall						
032	PAN-PA-850	PALO ALTO	PALO ALTO NETWORKS PA-850	1	5,909.88	5,909.88
033	PAN-SVC-PREM-850	PALO ALTO	PREMIUM SUPPORT YEAR 1, PA-850	1	1,827.00	1,827.00
034	PAN-SFP-PLUS-10GBASE-T	PALO ALTO	SFP+ FORM FACTOR, 10GB COPPER TRANSCEIVER, 30M OVE R CAT6A RJ-45, IEEE 802.3AN 10GBASE-T COMPLIANT	4	640.25	2,561.00
035	PAN-SFP-ZX	PALO ALTO	SFP FORM FACTOR, ZX 1GB OPTICAL TRANSCEIVER, 80KM REACH, SMF, DUPLEX LC	4	1,280.49	5,121.96
036	PAN-SFP-SX	PALO ALTO	SFP FORM FACTOR, SX 1GB OPTICAL TRANSCEIVER, 550M REACH ON OM2 MMF, DUPLEX LC, IEEE 802.3Z 1000BASE-SX COMPLIANT	4	323.17	1,292.68
037	PAN-T-S-PLUS-SR	PALO ALTO	TAA COMPLIANT SFP+ FORM FACTOR, SR 10GB OPTICAL TR ANSCEIVER, SHORT REACH 300M, OM3 MMF, DUPLEX LC, I EEE 802.3AE 10GBASE-	4	1,109.76	4,439.04

Attachment: BID - ePlus Full Proposal (11485 : Award Bid - Computer & Network Equipment - 22 West

038	COMMENT	EPLUS	COMMENT **Line Note:** This is hardware & support only. Software subscriptions are on Options quote Pricing reflects NYS-OGS contract PM21270 (Palo)	1	0.00	
					Sub-Total (USD)	21,151.56
039	COMMENT	EPLUS	COMMENT **Line Note:** Any questions, please contact ePlus Account Executive: Jim Foos Jim.Foos@eplus.com | 585-794-3880	1	0.00	0.00

Totals 303,956.07

Shipping:	**Sub Total (USD):** **303,956.07**
Packing:	**Est. Tax (USD):** **TBD if Applicable**
	Freight (USD): **TBD**
	Total (USD): **303,956.07**

All orders are governed by your organization's signed agreement with ePlus or applicable public sector contract; if there is no such agreement the Customer Terms and Conditions for Products and/or Services located at www.ePlus.com govern. No additional or contrary terms in a purchase order shall apply, and ePlus' performance shall not be deemed acceptance of any preprinted PO terms. Use of software, subscription services or other products resold by ePlus is subject to manufacturer/publisher end user agreements or subscription terms. Any periodic payment obligations for specific offerings, along with customer-incurred overages, consumption fees, add-ons, quantity adjustments and automatic renewals are non-cancelable for any reason except by public sector customers required by law to terminate due to non-appropriation of funds.

PLEASE NOTE: Recent supply chain disruption and tariffs on certain imports are causing price increases for many IT products, with little or no notice, and beyond ePlus' control. As a result, this quote is subject to change without notice, even before the expiration date reflected above. Related manufacturer policy changes may result in orders being non-cancelable and products non-returnable except in accordance with the manufacturer warranty. Please confirm pricing and other restrictions prior to order placement. Unless freight amount is indicated, or is zero, freight will be added to the invoice. Unless Bill-To company is exempt from Sales Tax, it will be added to the invoice. Recognizing that the global pandemic has disrupted operations for many organizations, ePlus will ship products for delivery in accordance with customer's written ship-to instructions and products will be deemed delivered notwithstanding any failure of customer personnel to sign for receipt due to facility closing or otherwise.

Customer Acceptance

Signature: _____

Name: _____

Title: _____

Date: _____

Customer PO #: _____

Bill To

CORTLAND COUNTY

Ship To

CORTLAND COUNTY

60 Central Ave

Cortland NY 13045

KOSOVO

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Attachment: BID - ePlus Full Proposal (11485 : Award Bid - Computer & Network Equipment - 22 West

Attachment: BID - ePlus Full Proposal (11485 : Award Bid - Computer & Network Equipment - 22 West

Customer Name: CORTLAND COUNTY
Quote No: 22960482
Quote Name: Computer Workstations Proposal - IT Equipment - Additional options
Quotation Date: 04/17/2023

Sales Support Contact: MARIA AZAR
Sales Support Phone: 212-401-5038
Sales Support Email: MAZAR@EPLUS.COM
Account Executive:
Account Executive Phone:
Account Executive Email:

Customer PO No:
Order No:
Expiration Date: 05/17/2023

Line No.	Part Number	MFG	Description/Line Notes	QTY	Unit Price	Ext. Price
			Monitors, 24"			
001	VG2455-2K	VIEWSONIC	24IN SUPERCLEAR IPS QUAD HD MONITOR WITH ADVANCED ERGONOMICS **Line Note:** - OR -	70	269.18	18,842.60
002	9VG12AA#ABA	HPI	SMART BUY E24Q G4 QHD 23.8IN DISPLAY	70	297.47	20,822.90
			Monitors, 32"			
003	32BN67U-B	LG ELECTRONICS	32IN 3840X2160 LCD 4K MTR HDMI DP USB TLT HGHT SWV L PVT SPK **Line Note:** - OR -	6	421.27	2,527.62
004	S32B804PXN	SAMSUNG	32IN 4K/UHD 3840X2160 TILT IPS PANEL USB-C DP CABL E 3YR	6	678.75	4,072.50
			Microsoft Office			
005	T5D-03518	MICROSOFT	OFFICE HOME AND BUSINESS 2021 ENGLISH P8 BOX PACK	14	230.42	3,225.88
			Racks			
006	AR2401	SCHNEIDER	NETSHELTER SV 42U 600MMX1060MM DEEP ENCLOSURE WITH OUT SIDES BLACK	6	1,058.90	6,353.40
			UPS for workstations			
007	PSI5-1500RT120TAA	VERTIV	VERTIV LIEBERT PSI5	10	755.37	7,553.70
			KVM			
008	AV3216-400	VERTIV	16PT AUTOVIEW KVM W/ 2 LOC AND 1 REM U V	1	1,056.49	1,056.49

Attachment: BID - ePlus Full Proposal (11485 : Award Bid - Computer & Network Equipment - 22 West

FatPipe - SD-WAN Std, 2 Gbps Platinum						
009	HW-STD-1U	FATPIPE	STANDARD HARDWARE - 1U	1	1,930.65	1,930.65
010	**SDWAN-PLAT-BASIC-G2**	FATPIPE	SD-WAN STANDARD ANNUAL LICENSE 2 GBPS WITH PLATINU M LEVEL SUPPORT	3	5,958.33	17,874.99
011	HW-EXT-STD-1U	FATPIPE	STANDARD HARDWARE - 1U EXTENDED WARRANTY	2	636.85	1,273.70
012	SLB	FATPIPE	DNS SITE LOAD BALANCING ANNUAL LICENSE TO LOAD BAL ANCE INBOUND TRAFFIC AT 2 OR MORE SITES	3	1,546.85	4,640.55
013	INST-FEE	FATPIPE	SD-WAN INSTALLATION	1	537.80	537.80
014	DNS	FATPIPE	SMART DNS	1	1,225.71	1,225.71
015	HW-STD-1U	FATPIPE	STANDARD HARDWARE - 1U	1	1,930.65	1,930.65
016	**SDWAN-PLAT-BASIC-G2**	FATPIPE	SD-WAN STANDARD ANNUAL LICENSE 2 GBPS WITH PLATINU M LEVEL SUPPORT	3	5,958.33	17,874.99
017	HW-EXT-STD-1U	FATPIPE	STANDARD HARDWARE - 1U EXTENDED WARRANTY	2	636.85	1,273.70
018	INST-FEE	FATPIPE	SD-WAN INSTALLATION	1	537.80	537.80
019	DNS	FATPIPE	SMART DNS	1	1,225.71	1,225.71
Palo Alto PA1410 - Firewall						
020	PAN-PA-1410	PALO ALTO	PALO ALTO NETWORKS PA-1410	1	6,094.51	6,094.51
021	PAN-SVC-PREM-1410	PALO ALTO	PA-1410, PREMIUM SUPPORT, 1 YEAR (12 MONTHS) TERM.	1	1,620.00	1,620.00
022	PAN-SFP-PLUS-10GBASE-T	PALO ALTO	SFP+ FORM FACTOR, 10GB COPPER TRANSCEIVER, 30M OVE R CAT6A RJ-45, IEEE 802.3AN 10GBASE-T COMPLIANT	4	640.25	2,561.00
023	PAN-SFP-ZX	PALO ALTO	SFP FORM FACTOR, ZX 1GB OPTICAL TRANSCEIVER, 80KM REACH, SMF, DUPLEX LC	4	1,280.49	5,121.96
024	PAN-SFP-SX	PALO ALTO	SFP FORM FACTOR, SX 1GB OPTICAL TRANSCEIVER, 550M REACH ON OM2 MMF, DUPLEX LC, IEEE 802.3Z 1000BASE-SX COMPLIANT	4	323.17	1,292.68
025	PAN-T-S-PLUS-SR	PALO ALTO	TAA COMPLIANT SFP+ FORM FACTOR, SR 10GB OPTICAL TR ANSCEIVER, SHORT REACH 300M, OM3 MMF, DUPLEX LC, I EEE 802.3AE 10GBASE-	4	1,109.76	4,439.04
026	COMMENT	EPLUS	COMMENT **Line Note:** This is hardware & support only. Software subscriptions Options	1	0.00	0.00

Attachment: BID - ePlus Full Proposal (11485 : Award Bid - Computer & Network Equipment - 22 West

			are below Pricing reflects NYS-OGS contract PM21270 (Palo)			
Palo Alto PA850 - Software Subscription Options						
027	**PAN-PA-850-ATP**	PALO ALTO	ADVANCED THREAT PREVENTION SUBSCRIPTION YEAR 1, PA -850	1	2,297.67	2,297.67
028	PAN-PA-850-ADVURL	PALO ALTO	ADVANCED URL FILTERING SUBSCRIPTION, 1-YEAR, PA-85 0	1	2,304.44	2,304.44
029	**PAN-PA-850-AWF**	PALO ALTO	ADVANCED WILDFIRE SUBSCRIPTION YEAR 1, PA-850	1	2,297.67	2,297.67
030	COMMENT	EPLUS	COMMENT **Line Note:** Pricing reflects NYS-OGS contract PM21270 (Palo)	1	0.00	0.00
Palo Alto PA1410 - Software Subscription Options						
031	PAN-PA-1410-ATP	PALO ALTO	PA-1410, ADVANCED THREAT, 1 YEAR (12 MONTHS) TERM.	1	2,033.33	2,033.33
032	PAN-PA-1410-ADVURL	PALO ALTO	PA-1410, ADVANCED URL FILTERING SUBSCRIPTION, 1 YE AR (12 MONTHS) TERM.	1	2,033.33	2,033.33
033	**PAN-PA-1410-AWF**	PALO ALTO	PA-1410, ADVANCED WILD FIRE SUBSCRIPTION, 1 YEAR (12 MONTHS) TERM.	1	2,033.33	2,033.33
034	COMMENT	EPLUS	COMMENT **Line Note:** Pricing reflects NYS-OGS contract PM21270 (Palo)	1	0.00	0.00
035	COMMENT	EPLUS	COMMENT **Line Note:** Any questions, please contact ePlus Account Executive: Jim Foos Jim.Foos@eplus.com | 585-794-3880	1	0.00	0.00

Shipping:

Packing:

All orders are governed by your organization's signed agreement with ePlus or applicable public sector contract; if there is no such agreement the Customer Terms and Conditions for Products and/or Services located at www.ePlus.com govern. No additional or contrary terms in a purchase order shall apply, and ePlus' performance shall not be deemed acceptance of any preprinted PO terms. Use of software, subscription services or other products resold by ePlus is subject to manufacturer/publisher end user agreements or subscription terms. Any periodic payment obligations for specific offerings, along with customer-incurred overages, consumption fees, add-ons, quantity adjustments and automatic renewals are non-cancelable for any reason except by public sector customers required by law to terminate due to non-appropriation of funds.

PLEASE NOTE: Recent supply chain disruption and tariffs on certain imports are causing price increases for many IT products, with little or no notice, and beyond ePlus' control. As a result, this quote is subject to change without notice, even before the expiration date reflected above. Related manufacturer policy changes may result in orders being non-cancelable and products non-returnable except in accordance with the manufacturer warranty. Please confirm pricing and other restrictions prior to order placement. Unless freight amount is indicated, or is zero, freight will be added to the invoice. Unless Bill-To company is exempt from Sales Tax, it will be added to the invoice. Recognizing that the global pandemic has disrupted operations for many organizations, ePlus will ship products for delivery in accordance with customer's written ship-to instructions and products will be deemed delivered notwithstanding any failure of customer personnel to sign for receipt due to facility closing or otherwise.

Attachment: BID - ePlus Full Proposal (11485 : Award Bid - Computer & Network Equipment - 22 West

Customer Acceptance	Bill To	Ship To
Signature: _____	CORTLAND COUNTY	CORTLAND COUNTY
Name: _____		60 Central Ave
Title: _____		
Date: _____		Cortland 13045
Customer PO #: _____		KOSOVO

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*NGDC P1 3. 19

Attachment: BID - ePlus Full Proposal (11485 : Award Bid - Computer & Network Equipment - 22 West

State of New York
Department of State } ss:

I hereby certify, that EPLUS TECHNOLOGY, INC. a VIRGINIA corporation, filed an Application for Authority to do business in the State of New York on 01/14/2008. I further certify that so far as shown by the records of this Department, such corporation is still authorized to do business in the State of New York.

***

WITNESS my hand and the official seal of the Department of State at the City of Albany, this 12th day of September two thousand and sixteen.

Executive Deputy Secretary of State

201609130384 16

Attachment: BID - ePlus Full Proposal (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

DocuSign Envelope ID: CEE8FF5F-9FB2-4A4F-A690-F89E4000DC77

ACTION BY UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF EPLUS TECHNOLOGY, INC.

Each of the undersigned members of the Board of Directors of ePlus Technology, inc., a Virginia corporation (the "Corporation"), hereby executes the following action by unanimous written consent and directs that this unanimous written consent be filed with the minutes of the Board of Directors of ePlus Technology, inc. (the "Board of Directors").

WHEREAS, pursuant to applicable law and in accordance with the Certificate of Incorporation and the Bylaws of ePlus Technology, inc., the Board of Directors has determined to appoint certain individuals as officers of the Corporation;

RESOLVED, that Board of Directors hereby appoints Mark P. Marron as Chief Executive Officer of the Corporation.

RESOLVED FURTHER, that the Board of Directors hereby appoints as officers the below individuals as shown:

Mark P. Marron..... Chief Executive Officer
Darren S. Raiguel.....President
Elaine D. Marion..... Chief Financial Officer and Treasurer
Erica S. Stoecker..... Secretary and Chief Compliance Officer
Kleyton L. Parkhurst..... Sr. Vice President and Assistant Secretary
Amanda C. Dupree.....Assistant Secretary
Don McLaughlin..... Senior Vice President of Contracts and Assistant Secretary
Kelsey Codde .....Assistant Secretary

RESOLVED FURTHER, that the appropriate officers of the Corporation and each of them acting singly, be and hereby are, authorized, empowered, and directed to take any and all actions and to execute, deliver, and file any and all agreements, instruments, and documents as the officer or officers so acting shall determine to be necessary or appropriate to consummate the transactions contemplated by the foregoing resolutions, the taking of such action to be conclusive evidence that the same was deemed necessary or appropriate and was authorized thereby.

RESOLVED FURTHER, that the above officers of the Corporation, be and hereby are, authorized and empowered to open and close bank accounts, as and if so authorized by the Corporation's Authority Matrix in effect at the time.

Attachment: BID - ePlus Full Proposal (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

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IN WITNESS WHEREOF, the undersigned, being all of the members of the Board of Directors of the Company, have executed this unanimous written consent to be effective as of the last date noted below.

Date: 10/8/2021

DocuSigned by:
Mark Marron
A8A814F4AA37456...
Mark P. Marron

DocuSigned by:
Kley Parkhurst
34DD59127B9D4BA...
Kleyton L. Parkhurst

Attachment: BID - ePlus Full Proposal (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

ePlus Technology, inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

13595 Dulles Technology Dr.

Requester's name and address (optional)

6 City, state, and ZIP code

Herndon, VA 20171-3413

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	4	–	1	9	0	4	1	5	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ DocuSigned by: Carolyn Lang 84000EFFFFF0443... | **Date** ▶ 1/5/2023 | 9:40:14 AM EST

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Attachment: BID - ePlus Full Proposal (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

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By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Attachment: BID - ePlus Full Proposal (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

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Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

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The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

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1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

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The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (M
07/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA INC.
1050 CONNECTICUT AVENUE, SUITE 700
WASHINGTON, DC 20036-5386

CN102561610-STAN.-7/31-22-23

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Co	20508
INSURER B : National Fire Insurance Company of Hartford	20478
INSURER C : Continental Insurance Co.	35289
INSURER D : AIG Specialty Insurance Company	26883
INSURER E : Beazley Insurance Company, Inc.	37540
INSURER F :	

INSURED
ePlus, Inc
ePlus Technology, Inc
13595 Dulles Technology Drive
Herndon, VA 20171

COVERAGES CERTIFICATE NUMBER: CLE-006181824-22 REVISION NUMBER: 13

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	7015180175	07/31/2022	07/31/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000 1,000 15 1,000 2,000 2,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	7015180189	07/31/2022	07/31/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) COMP/COLLISION DED:	$ $ $ $ $	1,000
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			7015180211	07/31/2022	07/31/2023	EACH OCCURRENCE AGGREGATE	$ $	1,000 1,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	7015433902	07/31/2022	07/31/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000 1,000 1,000
D	Professional Liability			014243177	07/31/2022	07/31/2023	SIR: $1,000,000		5,000
E	Excess Professional Liability			W2FD1F220201	07/31/2022	07/31/2023	(Excess of $5,000,000)		5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ePlus Technology, Inc. is/are included as additional insured where required by written contract regarding General and Auto Liability. Waiver of subrogation is applicable where required by written contract regarding General Liability, Auto Liability and Workers Compensation.

CERTIFICATE HOLDER

ePlus Technology, Inc.
13595 Dulles Technology Drive
Herndon, VA 20171

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc

Maroosi Mukherjee

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AGENCY CUSTOMER ID: CN102561610
LOC #: Washington

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA INC.	ePlus, Inc ePlus Technology, Inc 13595 Dulles Technology Drive Herndon, VA 20171
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Named Insured Schedule:

ePlus, inc.
ePlus Group, inc.
ePlus Technology, inc.
ePlus Technology Services, inc.
ePlus Government, inc.
ePlus Capital, inc.
ePlus Canada Company
ePlus Cloud Services, inc.
ePlus Iceland, inc.
Asset Finance Group, Inc.
ePlus Software LLC
IGXGLOBAL UK Limited
CloudUno Consulting India Private Limited
Cloud Uno Pte. Ltd.
OneCloud Consulting Inc.
ePlus Technology Canada, inc.
IGX Capital UK, Ltd.

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PA-850

PA-800 Series

Palo Alto Networks PA-800 Series ML-Powered NGFWs, comprising the PA-820 and PA-850, are designed to provide secure connectivity for organizations' branch offices as well as midsize businesses.

Highlights

- World's first ML-Powered NGFW
- Eleven-time Leader in the Gartner Magic Quadrant for Network Firewalls
- Leader in the Forrester Wave: Enterprise Firewalls, Q4 2022
- Highest Security Effectiveness score in the 2019 NSS Labs NGFW Test Report, with 100% of evasions blocked
- Extends visibility and security to all devices, including unmanaged IoT devices, without the need to deploy additional sensors
- Supports high availability with active/active and active/passive modes
- Delivers predictable performance with security services
- Simplifies deployment of large numbers of firewalls with optional Zero Touch Provisioning (ZTP)
- Supports centralized administration with Panorama network security management
- Maximizes security investments and prevents business disruptions with AIOps

Attachment: BID - ePlus Full Proposal (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

The controlling element of the PA-800 Series is PAN-OS, the same software that runs all Palo Alto Networks Next-Generation Firewalls (NGFWs). PAN-OS natively classifies all traffic, inclusive of applications, threats, and content, and then ties that traffic to the user regardless of location or device type. The application, content, and user—in other words, the elements that run your business—then serve as the basis of your security policies, resulting in improved security posture and reduced incident response time.

Key Security and Connectivity Features

ML-Powered Next-Generation Firewall

- Embeds machine learning (ML) in the core of the firewall to provide inline signatureless attack prevention for file-based attacks while identifying and immediately stopping never-before-seen phishing attempts.
- Leverages cloud-based ML processes to push zero-delay signatures and instructions back to the NGFW.
- Uses behavioral analysis to detect Internet of Things (IoT) devices and make policy recommendations; cloud-delivered and natively integrated service on the NGFW.
- Automates policy recommendations that save time and reduce the chance of human error.

Identifies and Categorizes All Applications, on All Ports, All the Time, with Full Layer 7 Inspection

- Identifies the applications traversing your network irrespective of port, protocol, evasive techniques, or encryption (TLS/SSL).
- Automatically discovers and controls new applications to keep pace with the SaaS explosion with SaaS Security subscription.
- Uses the application, not the port, as the basis for all your safe enablement policy decisions: allow, deny, schedule, inspect, and apply traffic-shaping.
- Offers the ability to create custom App-ID tags for proprietary applications or request App-ID development for new applications from Palo Alto Networks.
- Identifies all payload data within the application (e.g., files and data patterns) to block malicious files and thwart data exfiltration attempts.
- Creates standard and customized application usage reports, including software-as-a-service (SaaS) reports that provide insight into all sanctioned and unsanctioned SaaS traffic on your network.
- Enables safe migration of legacy Layer 4 rule sets to App-ID-based rules with built-in Policy Optimizer, giving you a rule set that is more secure and easier to manage.
- Check out the App-ID tech brief for more information.

Enforces Security for Users at Any Location, on Any Device, While Adapting Policy Based on User Activity

- Enables visibility, security policies, reporting, and forensics based on users and groups—not just IP addresses.
- Easily integrates with a wide range of repositories to leverage user information: wireless LAN controllers, VPNs, directory servers, SIEMs, proxies, and more.
- Allows you to define Dynamic User Groups (DUGs) on the firewall to take time-bound security actions without waiting for changes to be applied to user directories.
- Applies consistent policies irrespective of users' locations (office, home, travel, etc.) and devices (iOS and Android mobile devices, macOS, Windows, Linux desktops, laptops; Citrix and Microsoft VDI and Terminal Servers).
- Prevents corporate credentials from leaking to third-party websites and prevents reuse of stolen credentials by enabling multifactor authentication (MFA) at the network layer for any application without any application changes.
- Provides dynamic security actions based on user behavior to restrict suspicious or malicious users.
- Consistently authenticates and authorizes your users, regardless of location and where user identity stores live, to move quickly toward a Zero Trust security posture with Cloud Identity Engine—an entirely new cloud-based architecture for identity-based security. Check out the Cloud Identity Engine solution brief for more information.

Attachment: BID - ePlus Full Proposal (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

Prevents Malicious Activity Concealed in Encrypted Traffic

- Inspects and applies policy to TLS/SSL-encrypted traffic, both inbound and outbound, including for traffic that uses TLS 1.3 and HTTP/2.
- Offers rich visibility into TLS traffic, such as amount of encrypted traffic, TLS/SSL versions, cipher suites, and more, without decrypting.
- Enables control over use of legacy TLS protocols, insecure ciphers, and misconfigured certificates to mitigate risks.
- Facilitates easy deployment of decryption and lets you use built-in logs to troubleshoot issues, such as applications with pinned certificates.
- Lets you enable or disable decryption flexibly based on URL category, source and destination zone, address, user, user group, device, and port, for privacy and regulatory compliance purposes.
- Allows you to create a copy of decrypted traffic from the firewall (i.e., decryption mirroring) and send it to traffic collection tools for forensics, historical purposes, or data loss prevention (DLP).
- Allows you to intelligently forward all traffic (decrypted TLS, nondecrypted TLS, and non-TLS) to third-party security tools with Network Packet Broker, optimize your network performance and reduce operating expenses.
- Refer to this decryption whitepaper to learn where, when, and how to decrypt to prevent threats and secure your business.

Offers Centralized Management and Visibility

- Benefits from centralized management, configuration, and visibility for multiple distributed Palo Alto Networks NGFWs (irrespective of location or scale) through Panorama network security management, in one unified user interface.
- Streamlines configuration sharing through Panorama with templates and device groups, and scales log collection as logging needs increase.
- Enables users, through the Application Command Center (ACC), to obtain deep visibility and comprehensive insights into network traffic and threats.

Maximize Your Security Investment and Prevent Business Disruption with AIOps

- AIOps for NGFW delivers continuous best practice recommendations customized to your unique deployment to strengthen your security posture and get the most out of your security investment.
- Intelligently predicts firewall health, performance, and capacity problems based on ML powered by advanced telemetry data. It also provides actionable insights to resolve the predicted disruptions.

Detects and Prevents Advanced Threats with Cloud-Delivered Security Services

Today's sophisticated cyberattacks can spawn 45,000 variants in 30 minutes using multiple threat vectors and advanced techniques to deliver malicious payloads. Traditional siloed security causes challenges for organizations by introducing security gaps, increasing overhead for security teams, and hindering business productivity with inconsistent access and visibility.

Seamlessly integrated with our industry-leading NGFWs, our Cloud-Delivered Security Services use the network effect of 80,000 customers to instantly coordinate intelligence and protect against all threats across all vectors. Eliminate coverage gaps across your locations and take advantage of best-in-class security delivered consistently in a platform to stay safe from even the most advanced and evasive threats. Services include:

- **Advanced Threat Prevention:** Stop known exploits, malware, spyware, and command-and-control (C2) threats, while utilizing industry-first prevention of zero-day attacks—prevent 60% more unknown injection attacks and 48% more highly evasive command-and-control traffic than traditional IPS solutions.
- **Advanced WildFire:** Ensure files are safe by automatically preventing known, unknown, and highly evasive malware 60X faster with the industry's largest threat intelligence and malware prevention engine.
- **Advanced URL Filtering:** Ensure safe access to the internet and prevent 40% more web-based attacks with the industry's first real-time prevention of known and unknown threats, stopping 88% of malicious URLs at least 48 hours before other vendors.
- **DNS Security:** Gain 40% more threat coverage and stop 85% of malware that abuses DNS for command and control and data theft, without requiring changes to your infrastructure.
- **Enterprise DLP:** Minimize risk of a data breach, stop out-of-policy data transfers, and enable compliance consistently across your enterprise, with 2X greater coverage of any cloud-delivered enterprise DLP.

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- **SaaS Security:** Stay ahead of the SaaS explosion with the industry's only Next-Generation CASB to automatically see and secure all apps across all protocols.
- **IoT Security:** Safeguard every "thing" and implement Zero Trust device security 20X faster, with the industry's smartest security for smart devices.

Delivers a Unique Approach to Packet Processing with Single-Pass Architecture

- Performs networking, policy lookup, application and decoding, and signature matching—for all threats and content—in a single pass. This significantly reduces the amount of processing overhead required to perform multiple functions in one security device.
- Avoids introducing latency by scanning traffic for all signatures in a single pass, using stream-based, uniform signature matching.
- Enables consistent and predictable performance when security subscriptions are enabled. (In table 1, "Threat Prevention throughput" is measured with multiple subscriptions enabled.)

Enables SD-WAN Functionality

- Allows you to easily adopt SD-WAN by simply enabling it on your existing firewalls.
- Enables you to safely implement SD-WAN, which is natively integrated with our industry-leading security.
- Delivers an exceptional end-user experience by minimizing latency, jitter, and packet loss.

Table 1: PA-800 Series Performance and Capacities*

	PA-820	PA-850
Firewall throughput (HTTP/appmix)†	1.6/1.5 Gbps	2.0/1.9 Gbps
Threat Prevention throughput (HTTP/appmix)‡	790/840 Mbps	1.0/1.0 Gbps
IPsec VPN throughput§	1.4 Gbps	1.8 Gbps
Max sessions	128,000	192,000
New sessions per second‖	8,100	13,100

* Results were measured on PAN-OS 11.0.

† Firewall throughput is measured with App-ID and logging enabled, using 64 KB HTTP/appmix transactions.

‡ Threat Prevention throughput is measured with App-ID, IPS, antivirus, antispyware, WildFire, DNS Security, file blocking, and logging enabled, utilizing 64 KB HTTP/appmix transactions.

§ IPsec VPN throughput is measured with 64 KB HTTP transactions and logging enabled.

‖ New sessions per second is measured with application override utilizing 1 byte HTTP transactions.

PA-800 Series ML-Powered NGFWs support a wide range of networking features that enable you to more easily integrate our security features into your existing network.

Table 2: PA-800 Series Networking Features
Interface Modes
L2, L3, tap, virtual wire (transparent mode)
Routing
OSPFv2/v3 with graceful restart, BGP with graceful restart, RIP, static routing
Policy-based forwarding
Point-to-Point Protocol over Ethernet (PPPoE)
Multicast: PIM-SM, PIM-SSM, IGMP v1, v2, and v3

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Table 2: PA-800 Series Networking Features (continued)
SD-WAN
Path quality measurement (jitter, packet loss, latency)
Initial path selection (PBF)
Dynamic path change
IPv6
L2, L3, tap, virtual wire (transparent mode)
Features: App-ID, User-ID, Content-ID, WildFire, and SSL Decryption
SLAAC
IPsec VPN
Key exchange: manual key, IKEv1, and IKEv2 (pre-shared key, certificate-based authentication)
Encryption: 3DES, AES (128-bit, 192-bit, 256-bit)
Authentication: MD5, SHA-1, SHA-256, SHA-384, SHA-512
VLANs
802.1Q VLAN tags per device/per interface: 4,094/4,094
Aggregate interfaces (802.3ad), LACP
Network Address Translation
NAT modes (IPv4): static IP, dynamic IP, dynamic IP and port (port address translation)
NAT64, NPTv6
Additional NAT features: dynamic IP reservation, tunable dynamic IP and port oversubscription
High Availability
Modes: active/active, active/passive
Failure detection: path monitoring, interface monitoring
Zero Touch Provisioning (ZTP)
Available with -ZTP SKUs (PA-220-ZTP)
Requires Panorama 9.1.3 or higher

Table 3: PA-800 Series Hardware Specifications
I/O
PA-820: 10/100/1000 (4), Gigabit SFP (8) PA-850: 10/100/1000 (4), Gigabit SFP (8) or PA-850: 10/100/1000 (4), Gigabit SFP (4), 10 Gigabit SFP+ (4)
Management I/O
10/100/1000 out-of-band management port (1) 10/100/1000 high availability (2) RJ-45 console port (1) USB port (1) Micro USB console port (1)
Storage Capacity
240 GB SSD

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Table 3: PA-800 Series Hardware Specifications (continued)
Power Supply
PA-820: Fixed AC 200 W power supply (1) PA-850: AC 450 W power supplies (2); one is redundant
Power Consumption
Maximum: PA-820: 120 W; PA-850: 240 W Average: PA-820: 41 W; PA-850: 64 W
Max BTU/hr
256
Input Voltage (Input Frequency)
100–240 VAC (50–60 Hz)
Max Current Consumption
PA-820: 1.0 A @ 100 VAC, 0.5 A @ 240 VAC PA-850: 2.0 A @ 100 VAC, 1.0 A @ 240 VAC
Max Inrush Current
PA-820: 0.4 A @ 230 VAC, 0.96 A @ 120 VAC PA-850: 1.0 A @ 230 VAC, 1.84 A @ 120 VAC
Rack Mount (Dimensions)
PA-820: 1U, 19” standard rack (1.75” H x 14” D x 17.125” W) PA-850: 1U, 19” standard rack (1.75” H x 14.5” D x 17.125” W
Weight (Standalone Device/As Shipped)
PA-820: 11 lbs / 18 lbs PA-850: 13.5 lbs / 21.5 lbs
Safety
cTUVus, CB
EMI
FCC Class A, CE Class A, VCCI Class A
Certifications
See paloaltonetworks.com/company/certifications.html
Environment
Operating temperature: 32°F to 104°F, 0°C to 40°C Non-operating temperature: -4°F to 158°F, -20°C to 70°C
Airflow
Front to back

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PA-1410

PA-1420

PA-1400 Series

Palo Alto Networks PA-1400 Series ML-Powered Next-Generation Firewalls, comprising the PA-1420 and PA-1410, are designed to provide secure connectivity for organizations' branch offices as well as midsize businesses.

The controlling element of the PA-1400 Series is PAN-OS, the same software that runs all Palo Alto Networks NGFWs. PAN-OS natively classifies all traffic, inclusive of applications, threats, and content, and then ties that traffic to the user regardless of location or device type. The application, content, and user—in other words, the elements that run your business—then serve as the basis of your security policies, resulting in improved security posture and reduced incident response time.

Highlights

- World's first ML-Powered NGFW
- Eleven-time Leader in the Gartner Magic Quadrant for Network Firewalls
- Leader in the Forrester Wave: Enterprise Firewalls, Q4 2022
- Delivers predictable performance with security services
- Simplifies deployment of large numbers of firewalls with optional Zero Touch Provisioning (ZTP)
- Native web proxy support in NGFW to simplify and consolidate management of firewall and proxy functionalities
- Supports centralized administration with Panorama network security management
- Extends visibility and security to all devices, including unmanaged IoT devices, without the need to deploy additional sensors
- Supports high availability with active/active and active/passive modes
- Maximizes security investments and prevents business disruptions with AIOps

Attachment: BID - ePlus Full Proposal (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

Key Security and Connectivity Features

ML-Powered Next-Generation Firewall

- Embeds machine learning (ML) in the core of the firewall to provide inline signatureless attack prevention for file-based attacks while identifying and immediately stopping never-before-seen phishing attempts.
- Leverages cloud-based ML processes to push zero-delay signatures and instructions back to the NGFW.
- Uses behavioral analysis to detect Internet of Things (IoT) devices and make policy recommendations; cloud-delivered and natively integrated service on the NGFW.
- Automates policy recommendations that save time and reduce the chance of human error.

Identifies and Categorizes All Applications, on All Ports, All the Time, with Full Layer 7 Inspection

- Identifies the applications traversing your network, irrespective of port, protocol, evasive techniques, or encryption (TLS/SSL).
- Automatically discovers and controls new applications to keep pace with the SaaS explosion with SaaS Security subscription.
- Uses the application, not the port, as the basis for all your safe enablement policy decisions: allow, deny, schedule, inspect, and apply traffic-shaping.
- Offers the ability to create custom App-ID tags for proprietary applications or request App-ID development for new applications from Palo Alto Networks.
- Identifies all payload data within the application (e.g., files and data patterns) to block malicious files and thwart data exfiltration attempts.
- Creates standard and customized application usage reports, including software-as-a-service (SaaS) reports, that provide insight into all sanctioned and unsanctioned SaaS traffic on your network.
- Enables safe migration of legacy Layer 4 rule sets to App-ID-based rules with built-in Policy Optimizer, giving you a rule set that is more secure and easier to manage.

Check out the App-ID tech brief for more information.

Enforces Security for Users at Any Location, on Any Device, While Adapting Policy Based on User Activity

- Enables visibility, security policies, reporting, and forensics based on users and groups—not just IP addresses.
- Easily integrates with a wide range of repositories to leverage user information: wireless LAN controllers, VPNs, directory servers, SIEMs, proxies, and more.
- Allows you to define Dynamic User Groups (DUGs) on the firewall to take time-bound security actions without waiting for changes to be applied to user directories.
- Applies consistent policies irrespective of users' locations (office, home, travel, etc.) and devices (iOS and Android mobile devices; macOS, Windows, and Linux desktops and laptops; Citrix and Microsoft VDI; and terminal servers).
- Prevents corporate credentials from leaking to third-party websites and prevents reuse of stolen credentials by enabling multifactor authentication (MFA) at the network layer for any application without any application changes.
- Provides dynamic security actions based on user behavior to restrict suspicious or malicious users.
- Consistently authenticates and authorizes your users, regardless of location and where user identity stores live, to move quickly toward a Zero Trust security posture with Cloud Identity Engine—an entirely new cloud-based architecture for identity-based security.

Check out the Cloud Identity Engine solution brief for more information.

Prevents Malicious Activity Concealed in Encrypted Traffic

- Inspects and applies policy to TLS/SSL-encrypted traffic, both inbound and outbound, including for traffic that uses TLS 1.3 and HTTP/2.
- Offers rich visibility into TLS traffic, such as amount of encrypted traffic, TLS/SSL versions, cipher suites, and more, without decrypting.
- Enables control over use of legacy TLS protocols, insecure ciphers, and misconfigured certificates to mitigate risks.

Attachment: BID - ePlus Full Proposal (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

- Facilitates easy deployment of decryption and lets you use built-in logs to troubleshoot issues, such as applications with pinned certificates.
- Lets you enable or disable decryption flexibly based on URL category, source and destination zone, address, user, user group, device, and port, for privacy and regulatory compliance purposes.
- Allows you to create a copy of decrypted traffic from the firewall (i.e., decryption mirroring) and send it to traffic collection tools for forensics, historical purposes, or data loss prevention (DLP).
- Allows you to intelligently forward all traffic (decrypted TLS, nondecrypted TLS, and non-TLS) to third-party security tools with Network Packet Broker, optimize your network performance, and reduce operating expenses.

Refer to this decryption whitepaper to learn where, when, and how to decrypt to prevent threats and secure your business.

Offers Centralized Management and Visibility

- Benefits from centralized management, configuration, and visibility for multiple distributed Palo Alto Networks NGFWs (irrespective of location or scale) through Panorama network security management, in one unified user interface.
- Streamlines configuration sharing through Panorama with templates and device groups, and scales log collection as logging needs increase.
- Enables users, through the Application Command Center (ACC), to obtain deep visibility and comprehensive insights into network traffic and threats.

Maximize Your Security Investment and Prevent Business Disruption with AIOps

- Delivers continuous best practice recommendations customized to your unique deployment to strengthen your security posture and get the most out of your security investment.
- Intelligently predicts firewall health, performance, and capacity problems based on ML powered by advanced telemetry data.
- Provides actionable insights to resolve the predicted disruptions.

Native Web Proxy Support for the Next-Generation Firewall

- Ability to consolidate firewall and proxy into a single platform while managing capabilities through a centralized management platform to build policies.
- Ability to support explicit proxy through PAC files and also transparent proxy.
- Explicit proxy can help with no-default route architectures with on-premises proxy deployments. Explicit proxy supports authentication with Kerberos and SAML.
- Transparent proxy setup is simplified without the need for WCCP or authentication.

Detects and Prevents Advanced Threats with Cloud-Delivered Security Services

Today's sophisticated cyberattacks can spawn 45,000 variants in 30 minutes using multiple threat vectors and advanced techniques to deliver malicious payloads. Traditional siloed security causes challenges for organizations by introducing security gaps, increasing overhead for security teams, and hindering business productivity with inconsistent access and visibility.

Seamlessly integrated with our industry-leading NGFWs, our Cloud-Delivered Security Services use the network effect of 80,000 customers to instantly coordinate intelligence and protect against all threats across all vectors. Eliminate coverage gaps across your locations and take advantage of best-in-class security delivered consistently in a platform to stay safe from even the most advanced and evasive threats. Services include:

- **Advanced Threat Prevention**: Stop known exploits, malware, spyware, and command-and-control (C2) threats, while utilizing industry-first prevention of zero-day attacks—prevent 60% more unknown injection attacks and 48% more highly evasive command-and-control traffic than traditional IPS solutions.
- **Advanced WildFire**: Ensure files are safe by automatically preventing known, unknown, and highly evasive malware 60X faster with the industry's largest threat intelligence and malware prevention engine.
- **Advanced URL Filtering**: Ensure safe access to the internet and prevent 40% more web-based attacks with the industry's first real-time prevention of known and unknown threats, stopping 88% of malicious URLs at least 48 hours before other vendors.
- **DNS Security**: Gain 40% more DNS attack coverage and disrupt the 80% of attacks that use DNS for command and control and data theft without requiring any changes to your infrastructure.

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- **Enterprise DLP**: Minimize risk of a data breach, stop out-of-policy data transfers, and enable compliance consistently across your enterprise, with 2X greater coverage of any cloud-delivered enterprise DLP.
- **SaaS Security**: Stay ahead of the SaaS explosion with the industry's only Next-Generation CASB to automatically see and secure all apps across all protocols.
- **IoT Security**: Safeguard every "thing" and implement Zero Trust device security 20X faster with the industry's smartest security for smart devices.

Delivers a Unique Approach to Packet Processing with Single-Pass Architecture

- Performs networking, policy lookup, application and decoding, and signature matching—for all threats and content in a single pass; significantly reduces the amount of processing overhead required to perform multiple functions in one security device.
- Avoids introducing latency by scanning traffic for all signatures in a single pass using stream-based, uniform signature matching.
- Enables consistent and predictable performance when security subscriptions are enabled (In table 1, "Threat Prevention throughput" is measured with multiple subscriptions enabled.).

Enables SD-WAN Functionality

- Allows you to easily adopt SD-WAN by simply enabling it on your existing firewalls.
- Enables you to safely implement SD-WAN, which is natively integrated with our industry-leading security.
- Delivers an exceptional end-user experience by minimizing latency, jitter, and packet loss.

Table 1: PA-1400 Series Performance and Capacities

	PA-1410	PA-1420
Firewall throughput (HTTP/appmix)*	8.9/6.8 Gbps	9.9/9.5 Gbps
Threat Prevention throughput (HTTP/appmix)†	3.3/3.2 Gbps	5.0/4.8 Gbps
IPsec VPN throughput‡	4.6 Gbps	6.5 Gbps
Max sessions	945,000	1,400,000
New sessions per second§	100,000	140,000
Virtual systems (base/max)‖	1/6	1/6

Note: Results were measured on PAN-OS 11.0.

* Firewall throughput is measured with App-ID and logging enabled, using 64KB HTTP/appmix transactions.

† Threat Prevention throughput is measured with App-ID, IPS, antivirus, antispyware, WildFire, DNS Security, file blocking, and logging enabled, utilizing 64KB HTTP/appmix transactions.

‡ IPsec VPN throughput is measured with 64KB HTTP transactions and logging enabled.

§ New sessions per second is measured with application-override, utilizing 1 byte HTTP transactions.

‖ Adding virtual systems over base quantity requires a separately purchased license.

The PA-1400 Series ML-Powered NGFWs support a wide range of networking features that enable you to more easily integrate our security features into your existing network.

Table 2: PA-1400 Series Networking Features

Interface Modes
L2, L3, tap, virtual wire (transparent mode)
Routing
OSPFv2/v3 with graceful restart, BGP with graceful restart, RIP, static routing
Policy-based forwarding
Point-to-Point Protocol over Ethernet (PPPoE)
Multicast: PIM-SM, PIM-SSM, IGMP v1, v2, and v3
SD-WAN
Path quality measurement (jitter, packet loss, latency)
Initial path selection (PBF)
Dynamic path change

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Table 2: PA-1400 Series Networking Features (continued)
IPv6
L2, L3, tap, virtual wire (transparent mode)
Features: App-ID, User-ID, Content-ID, WildFire, and SSL Decryption
SLAAC
IPsec VPN
Key exchange: manual key, IKEv1, and IKEv2 (pre-shared key, certificate-based authentication)
Encryption: 3DES, AES (128-bit, 192-bit, 256-bit)
Authentication: MD5, SHA-1, SHA-256, SHA-384, SHA-512
VLANs
802.1Q VLAN tags per device/per interface: 4,094/4,094
Aggregate interfaces (802.3ad), LACP
Network Address Translation
NAT modes (IPv4): static IP, dynamic IP, dynamic IP and port (port address translation)
NAT64, NPTv6
Additional NAT features: dynamic IP reservation, tunable dynamic IP and port oversubscription
High Availability
Modes: active/active, active/passive
Failure detection: path monitoring, interface monitoring
Zero Touch Provisioning (ZTP)
Requires Panorama 9.1.3 or higher that is managing PA-1400 Series with PAN-OS 11.0 or higher

Table 3: PA-1400 Series Hardware Specifications
I/O
PA-1410: 10/100/1000 (8), 1G/2.5G/5G (4)/PoE, 1G SFP (6), 1G/10G SFP/SFP+ (4)
PA-1420: 10/100/1000 (4), 1G/2.5G/5G (4), 1G/2.5G/5G (4)/PoE, 1G SFP (2), 1G/10G SFP/SFP+ (8)
Management I/O
10/100/1000 out-of-band management port (1)
HSCI 10 gigabit high availability (1)
RJ-45 console port (1)
USB port (1)
Micro USB console port (1)
Power over Ethernet (PoE)
PA-1410, PA-1420 Total PoE Power Budget: 151W, Maximum load on single port: 90W
Storage Capacity
PA-1410: 120 GB SSD
PA-1420: 240 GB SSD
Power Supply (Avg/Max Power Consumption)
AC 450W power supply (1); Optional for purchase 2nd AC 450W power supply (1)
Power Consumption (Avg/Max)*
PA-1410: 250 W/290 W
PA-1420: 260 W/300 W

*Power consumption values include a 150 W PoE load

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Table 3: PA-1400 Series Hardware Specifications (continued)
Mean Time Before Failure (MTBF)
24 Years
Input Voltage (Input Frequency)
100–240 VAC (50–60 Hz)
Rack Mount Dimensions
PA-1410, PA-1420: 1U, 19" standard rack (1.70" H x 14.15" D x 17.15" W)
Weight (Standalone Device/As Shipped)
PA-1410, PA-1420: 15.5 lbs
Safety
cTUVus, CB
EMI
FCC Class A, CE Class A, VCCI Class A
Certifications
See paloaltonetworks.com/company/certifications.html
Environment
Operating temperature: 0°C to 40°C at 10,000 feet
Non-operating temperature: -4°F to 158°F; -20°C to 70°C
Airflow
Front to back

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paloalto NETWORKS

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Where Technology Means More®

Attachment: BID - ePlus Full Proposal (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

Cortland County

22 W. Court Street IT Equipment

April 26, 2023

Jim Foos

Account Executive

Phone: 585-794-3880

Email: Jim.Foos@eplus.com

April 26, 2023

Cortland County
Clerk of the Legislature
60 Central Avenue, Suite 306
Cortland, NY 13045

Thank you for offering ePlus Technology, inc. ("ePlus") the opportunity to respond to your RFP for **22 W. Court Street IT Equipment**. We have reviewed Cortland County's stated goals and requirements contained in your RFP. We are confident that our solution provides a proven approach – combining appropriate practices, technology, and intellectual capital to meet and exceed your process improvement and cost savings objectives.

The following response and attachments will clearly demonstrate how ePlus will assist you in achieving your goals. Our proposal contains all the supporting information you should need.

ePlus is submitting its proposal on the understanding and with the expectation that Cortland County and ePlus Technology, inc. will have the opportunity to work together to enter into a mutually acceptable contract for the products and services described in an agreed upon statement of work.

The experience that ePlus will demonstrate throughout the process will highlight how our strengths and expertise can be applied to your organization to generate positive business results. We look forward to the opportunity in the very near future to personally present our solution.

Thank you for your consideration.

Sincerely,

Don McLaughlin
Senior Vice President

Attachment: BID - ePlus Full Proposal (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

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Attachment 2 – 22960482 Options Quote

Attachment 3 – NY Certificate of Good Standing

Attachment 4 – ePlus Unanimous Written Consent

Attachment 5 – 2023 W9 ePlus Technology inc

Attachment 6 – ePlus Certificate of Insurance 2022-2023

Attachment 7 – Palo Alto pa-800-series spec sheet

Attachment 8 – Palo Alto pa-1400-series spec sheet

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Herndon, VA 20171
703.984.8400
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ePlus as a Reseller

ePlus is fully committed to holding the discount structure contained in our bid response for the life of the contract but is subject to future potential manufacturer changes in overall pricing models to its resellers. ePlus would require the opportunity to amend its committed discount in order to maintain an equivalent level of margin to be able to continue the supply. ePlus will provide the documentation to support manufacturer modification that supports a change any pricing structure. It is possible that changes can also occur in other manufacturer terms such as changes in warranty terms that are outside of ePlus' control and we reserve the right to modify this schedule from time to time to accommodate these potential changes by providing written notice. If changes of this nature are not something for which you would consider an exception, ePlus would merely require the opportunity to vacate the particular award(s) effected by the manufacturer's changes which are outside of our control.

PROPOSAL VALIDITY PERIOD

This proposal is valid for sixty (60) days from the date of submission (4/26/2023).

Attachment: BID - ePlus Full Proposal (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

Executive Summary

ePlus has a focus on providing valued products, solutions and services to customers throughout New York state and the U.S. ePlus' extensive engineering team throughout Upstate New York and the U.S., can help achieve all related services including assessments, implementation, configuration, and support. Additionally, many of our technical employees hold certifications from our partners which help deliver the best in class service.

ePlus' proposal response includes products that either meet or exceed Cortland County's request for pricing. ePlus has included options for Palo Alto subscriptions and value options for desktops, monitors, rack storage and FatPipe. ePlus will need to understand the scope of services required to provide an accurate timeline and detailed statement of work. We look forward to the opportunity to be a partner of Cortland County now and into the future.

Attachment: BID - ePlus Full Proposal (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

Required Information

A. Name, contact, address, telephone number, fax number and email address of your firm/business.

ePlus Response: ePlus Technology, inc.
13595 Dulles Technology Drive
Herndon, VA 20171
Phone: 703-984-8400
Fax: 703-984-8600
Email: info@eplus.com

B. Project Specifications including scope of work/timeline.

ePlus Response: ePlus will need to understand the scope of services required to provide an accurate timeline and detailed statement of work. ePlus can be available at any point to discuss details of services and schedule resources almost immediately once an SOW has been finalized.

C. Schedule of Fees / Project Budget.

ePlus Response: Please see **RFP_22WestCourtST- IT-equipment-r1.xlsx, Attachment 1 – 22959704 Primary Quote** and **Attachment 2 – 22960482 Options Quote**

D. Copies of all licenses, permits and certifications relating to the necessary qualifications for this RFP.

ePlus Response: Please see **Attachment 3 – NY Certificate of Good Standing.**

E. NYS Certificate of Authority to do Business in New York State.

ePlus Response: Please see **Attachment 3 – NY Certificate of Good Standing.**

F. Proof that signatory is at least a 50% owner and has the authority to act on behalf of the firm/business.

ePlus Response: Please see **Attachment 4 – ePlus Unanimous Written Consent.**

G. References; all qualified firms must submit a list of at least three firms, organizations or major customers to whom they have provided services within the previous five years. This information should include name, address, phone & email information of each reference. Letters of recommendation and references from other municipalities or public agencies are preferred.

ePlus Response: ePlus respects your request for a list of references and has an established Reference Process where contact information is confidential and proprietary. Please allow your Account Manager to facilitate contact with the reference accounts listed below. Please note that the same protections would be provided to you.

1. Erie County
   Greg Thornton, Senior LAN Administrator
   95 Franklin St., Rm 1505, Buffalo , NY 14202
   P: 716-858-4734
   E: Greg.Thornton@erie.gov

   Erie County has been an ePlus customer for nearly 15 years. ePlus has provided solution including collaboration, data storage, security, networking infrastructure and additional IT solutions and services. Erie County has been relied on as a partner to provider industry leadership and recommendations.

Attachment: BID - ePlus Full Proposal (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

2. SUNY Brockport
   John Perevich, Manager - IT Systems and Networking
   350 New Campus Drive, Tuttle North Data Center, Brockport, NY 14420
   P: 585-395-2211
   E: jperevic@brockport.edu

   SUNY Brockport has chosen to work with ePlus for various projects. ePlus has successfully provided hardware, software and installation services to deliver total solutions using Cisco, Palo Alto, F5 and Dell. ePlus also provides a complete Managed Service where core infrastructure and Collaboration services are monitored 24x7, 365.

3. Ontario County
   Roy Maggioli
   Manager of Tech Support & Networking
   70 Ontario St., Canandaigua, NY 14424
   P: 585-396-4505
   E: roy.maggioli@ontariocountyny.gov

   Ontario County has relied on ePlus as a partner for several years to provide solutions that include Networking, Video rooms, Cisco call 9HW and professional services for configuration and implementation. Additionally, Ontario County has worked with ePlus for storage backup hardware and licensing.

H. Information on any current or pending litigation against the firm or any of its principals as it relates to the services provided by the firm.

ePlus Response: None

I. Current W-9.

ePlus Response: Please see **Attachment 5 – 2023 W9 ePlus Technology inc.**

J. Proof of Insurance (Liability, Disability, Workers' Compensation, Vehicle, etc.) NOTE: Successful proposer will be required to name "County of Cortland" as an additional insured; for contracts over $25,000 insurance must include 'per project aggregate' endorsement.

ePlus Response: Please see **Attachment 6 – ePlus Certificate of Insurance 2022-2023.**

K. Copy of active NYS MWBE Certification (if applicable).

ePlus Response: Not applicable.

L. Exhibit A: Acknowledgement and Agreement to Comply with Standard Clauses for NYS Contracts.
M. Exhibit B: Drug Free Workplace.
N. Exhibit C: Non-Collusive Bidding Certification Required by §139-D of the State Finance Law.
O. Exhibit D: Conflict of Interest Disclosure.
P. Exhibit E: Privacy and Security HIPPA Compliance (if applicable).
Q. Exhibit F: Qualification Questionnaire.

ePlus Response: All applicable **Exhibits** are included at the end of this document.

R. Any other information you feel is appropriate to assist in the selection process.

ePlus Response: N/A

Attachment: BID - ePlus Full Proposal (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

ePlus Company Information

ePlus drives organizations forward with sustainable technology solutions and services that provide more depth, more breadth, and more perspective. We consult with customers to assess their technology and business needs and advise them on the most effective IT strategy and approach for their organization. We then design, implement, and optimize the cloud, security, data center, networking, collaboration, and emerging solutions to enable that strategy. We back those efforts with local support, long-term service, and flexible financing and consumption models, all with the end result of helping customers thrive in the digital economy and multi-cloud world, drive better business outcomes, and stay ahead of the innovation curve. ePlus Technology, inc. is a wholly-owned subsidiary of ePlus inc., which has more than 1,500 associates serving a diverse set of customers in the U.S., UK, Europe, and Asia-Pac. The Company is headquartered at 13595 Dulles Technology Drive, Herndon, VA, 20171, USA. For more information, visit www.eplus.com, call 888-482-1122, or email info@eplus.com.

Financial Overview

Founded in 1990, ePlus inc. (NASDAQ NGS: PLUS) is a public company with annual adjusted gross billings of $2.6B* and shareholders equity of $660.7M as of its most recent fiscal year ending March 31, 2022. Our full financial statements of quarterly and annual audited financials can be viewed at http://www.eplus.com/investors/financial-reporting/annual-reports or www.sec.gov.

PLUS
Nasdaq Listed

Locations

National Headquarters
ePlus Technology, inc.
13595 Dulles Technology Drive
Herndon, VA 20171
Phone: 703-984-8400
Fax: 703-984-8600
www.eplus.com
List of all ePlus Locations/Offices

Partnerships and Expertise

Our customers benefit from our deep collaborative partnerships with leading technology providers, enabling us to create solutions that connect the dots between IT investments and business outcomes so technology means more, and does more, for them. ePlus maintains deep partnerships with top manufacturers, including Arista, AWS, Check Point, Cisco, Dell Technologies, F5, Fortinet, Gigamon, HP, HPE, Intel, Juniper Networks, Lenovo, Microsoft, NetApp, Nutanix, Nvidia, Palo Alto Networks, Pure Storage, Rubrik, Splunk, and VMware—many who look to us for their own technology needs.

ePlus. Where Technology Means More.®

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ePlus Awards and Accreditations

Awards

2022

Cisco Social Impact Partner of the Year Award for the Americas
CRN® 2022 Solution Provider 500
CRN® 2022 Managed Service Provider (MSP) 500 Elite 150
CRN® 2022 Tech Elite 250
Dell Technologies North America Channel Services Delivery Excellence Partner of the Year
Dell Technologies Server Excellence Partner of the Year
Gigamon Americas Partner of the Year
Juniper 2022 Icon Award
Pure Storage Customer Advocacy Partner of the Year

2021

Cisco Social Impact Partner of the Year Award for the Americas
CRN® 2021 Solution Provider 500 list
CRN® 2021 Managed Service Provider (MSP) 500 Elite 150
CRN® 2021 Tech Elite 250
Comparably 2021: Best Sales Team, Best Places to Work in Greater Washington DC Area, Best CEO for Women

2020

CRN® 2020 Solution Provider 500 list
CRN® 2020 Managed Service Provider (MSP) 500 Elite 150
CRN® Tech Elite 250
Checkpoint Americas Cloud Partner of the Year
Cisco Americas Technology Excellence Partner of the Year: Data Center
Cisco Software Partner of the Year, East Region
Cisco Commercial Partner of the Year, East Region
Comparably 2020:

- Best CEO
- Best Work-Life Balance
- Best CEO for Women

Equinix Americas New Partner of the Year
Juniper Networks Americas National Partner of the Year
Juniper Networks Security Partner of the Year
NetApp Public Sector Innovation Award
NetApp Cloud First Partner of the Year
NetAppFlash Growth Partner of the Year
Vertiv 2020 SLED Partner of the Year
Elaine Marion, Public Company CFO of the Year

- 2020 Greater Washington Technology CFO Awards by NVTC

Accreditations

AICPA SSAE Type 2 SOC 1	OneSource Family of Software Products
AICPA SSAE Type 2 SOC 1	Managed Services Center

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AICPA SSAE Type 2 SOC 1	Service Desk
AICPA SSAE Type 2 SOC 2	Cloud Hosted Services
HIPAA and HITECH	Cloud Hosted Services
ISO9001 QMS	Warehouse Operations
PCI DSS	Managed Services Center

Advanced Authorizations and Staff Certifications

Strategic alliances with the industry's leading manufacturers keep ePlus engineers and sales professionals at the forefront of technology, enabling them to deliver industry-leading solutions to our clients. With an extensive roster of staff certifications, we also hold the following partnership designations:

Amazon Web Services

+ Advanced Consulting Partner
+ Public Sector Partner
+ Solution Provider Partner
+ Immersion Day Partner
+ AWS Marketplace CPPO Partner
+ Storage Competency
+ Windows on EC2 Delivery Partner

Check Point

+ 4 Star Partner
+ ASCP(EMS) Certified
+ Harmony Specialization

Cisco: Gold Level Partner

Master Specializations

+ Master Data Center and Hybrid Cloud Specialization
+ Master Collaboration Specialization
+ Master Networking Specialization
+ Master Security Specialization

Advanced Specializations

+ Advanced Collaboration Architecture Specialization
+ Advanced Customer Experience Specialization
+ Advanced Data Center Architecture Specialization
+ Advanced Unified Contact Center Enterprise Specialization
+ Advanced SP Architecture Specialization
+ Advanced Security Architecture Specialization
+ Cisco Webex Calling with Calling Plan
+ Cisco Hyperflex Specialization
+ Cisco IoT Specialization
+ Cisco Webex Contact Center Specialization

Dell Technologies: Titanium Solution Provider

Portfolio and Solution Competencies:

+ Core Client
+ Server
+ Storage
+ Networking
+ Data Protection

Fortinet

Expert Partner Level

+ SD-WAN Specialization
+ Cloud Business Model Certified
+ Integration Business Model Certified

HP Inc. Amplify Partner Program

Power Partner

Hewlett Packard Enterprise Platinum Level Partner

Hybrid IT (Server/Storage)

+ HPE Partner Ready: Solution Provider – Platinum Partner
+ HPE Partner Ready: Services Partner – Gold

Edge (Aruba/Networking)

+ HPE Partner Ready for Networking: Solution Provider – Platinum Partner
+ Silver Peak Partner Edge Program: Platinum Partner

Intel

+ Intel Partner Alliance Program: Titanium Partner

Attachment: BID - ePlus Full Proposal (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

Juniper Networks

Elite Partner

Microsoft

Gold Level Partner
+ Cloud Solutions Provider
+ Gold Application Integration
+ Gold Data Center
+ Gold Cloud Platform
+ Gold Cloud Productivity
+ Gold Windows and Devices

NetApp

Solution Specializations
+ FlexPod Specialized

Implementation Services Certified
+ E-Series
+ HCI
+ ONTAP

Integration Services Certified
+ E-Series
+ ONTAP
+ ONTAP SAN

NetApp Keystone Sell-with

Professional Services Certified
+ ONTAP SAN

Support Services Certified

NUTANIX

Pioneer Level Partner

NVIDIA

Accelerated Partner

Palo Alto

Diamond Innovator Partner Level
SASE Specialization Partner

Pure Storage

Elite Partner
Service Delivery Partner (Managed Service Provider)

VMware

Principal Partner
+ Data Center Master Services Competency
+ Networking Master Services Competency
+ VMware Cloud on AWS Master Services Competency
+ Data Center Virtualization

Transform Networking and Security
+ Empower Digital Workspace

Cloud Management and Automation
+ Cloud Provider
+ Cloud Native

Additional Key Vendors

ARISTA COMMVAULT CROWDSTRIKE f5 Gigamon Lenovo

netskope NUTANIX okta proofpoint Qumulo

splunk> tenable THALES VARONIS VEEAM

Attachment: BID - ePlus Full Proposal (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

The ePlus Difference

ePlus goes above and beyond to deliver the insightful strategies and innovative solutions our customers need to elevate their business. We bring deep expertise that spans the entire IT lifecycle and every critical discipline along with an unwavering commitment to the customer experience, enabling organizations to navigate challenging situations and achieve consistent results, faster. Positioned squarely at the forefront of today's most transformative technologies, **ePlus helps organizations imagine, implement, and achieve more from technology.**

CLOUD - Create customized roadmaps, then design, implement, service, and support organizations on their journey to adopt private, hybrid, and public cloud services. ePlus helps customers address today's multi-cloud requirements surrounding security, compliance, cost optimization, visibility, and connectivity by helping them build and manage a cloud-enabled enterprise foundation.

SECURITY - Deliver custom cybersecurity programs built upon strong culture and integrated technology, aimed at defining and mitigating business risk, identifying business challenges and creating safer environments to achieve positive business outcomes.

DATA CENTER – Design and support all data center needs, including compute, virtualization, hyper converged, storage, and back up and disaster recovery solutions.

NETWORKING - Fully support automation and modernization of the network by optimizing access, connectivity, and security across on-premise, cloud, and hybrid environments, including multi-cloud/SDN, mobility/wireless, SD-WAN, and service provider networking.

COLLABORATION – Foster effective communication—within internal teams and with customers—through voice and video calling, real-time messaging and meetings, video conferencing, and contact center solutions deployed on-premise or in the cloud.

SERVICES - Apply a unique outcomes-focused perspective to help organizations strategize for more agility, architect for better outcomes, accelerate for faster ROI, and optimize for greater resiliency—guiding them to a more modern, secure digital business.

FINANCING AND CONSUMPTION MODELS - Enable technology acquisitions with cost predictability and contract flexibility. Accelerate transformations by aligning costs with demand using custom consumption programs.

Attachment: BID - ePlus Full Proposal (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

Appendix

Non-GAAP Financial Information

	Year Ended March 31,					TTM Ended June 30,	
	2022	2021	2020	2019	2018	2022	2021
Technology segment net sales [1]	$ 1,733,036	$ 1,507,954	$ 1,530,138	$ 1,329,520	$ 1,372,765	$ 1,781,463	$ 1,567,088
Costs incurred related to sales of third-party maintenance, software assurance and subscirption/SaaS licenses, and servi	887,578	755,911	697,747	589,475	526,920	908,087	783,390
Adjusted gross billings	$ 2,620,614	$ 2,263,865	$ 2,227,885	$ 1,918,995	$ 1,899,685	$ 2,689,550	$ 2,350,478
Net earnings	$ 105,600	$ 74,397	$ 69,082	$ 63,192	$ 55,122	$ 104,421	$ 80,555
Provision for income taxes	41,284	32,509	26,877	23,038	28,769	40,918	33,831
Depreciation and amortization [2]	14,646	13,951	14,156	11,824	9,921	13,930	14,361
Share based compensation	7,114	7,167	7,954	7,244	6,464	7,152	6,995
Acquisition and integration expense	-	271	1,676	1,813	2,150	-	242
Interest and financing costs [3]	928	521	294	-	-	907	415
Other (income) expense [4]	432	(571)	(680)	(6,696)	348	2,708	(596)
Adjusted EBITDA	$ 170,004	$ 128,245	$ 119,359	$ 100,415	$ 102,774	$ 170,036	$ 135,803
Adjusted EBITDA margin	9.3%	8.2%	7.5%	7.3%	7.2%	9.1%	8.3%

[1] Amounts for fiscal year 2018 have been adjusted to reflect the adoption of Accounting Standards Codification Topic 606, Revenue from Contracts with Customers.
[2] Amount excludes depreciation related to the financing segment.
[3] Amount excludes interest on notes payable from our financing segment.
[4] Other income, interest income, and foreign currency transaction gains and losses.

Attachment: BID - ePlus Full Proposal (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

Required Exhibits

Attachment: BID - ePlus Full Proposal (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

Request for Proposals
Computer Workstations and Related Equipment

March 13, 2023

Item	Descripiton/Minimum specifications	Quantity	Price	Total
Adder Boxes	CCS-Pro4	15	$ 829.04	**$ 12,435.60**
Monitors, 24"	16:9 IPS panel DisplayPort | HDMI QHD 2560x1440 at 60 Hz	70	$ 217.02	**$ 15,191.40**
Monitors, 32"	4k resolution 3840x2160 at 60 Hz DisplayPort | HDMI	6	$ 297.62	**$ 1,785.72**
Dispatch Workstations	Microsoft Windows 11 Pro			
*** NIC**	Dual (2) 10Gb NIC - copper			
*** RAM**	32GB RAM			
*** Hard drive**	1TB SSD hard drive			
*** Processor**	Intel i9 processor			
*** Year warranty**	Minimum of 3 year warranty			
*** Graphics card**	Option 1: * Capable of support 4 HD DisplayPort monitors * Minimum of 4GB graphic memory	30	$ 2,384.62	**$ 71,538.60**
	Option 2: * Capable of support 4 HD DisplayPort monitors * Minimum of 8GB graphic memory	30	$ 3,617.00	**$ 108,510.00**
*** Keyboard - wired**				
*** Mouse - wired**				
Microsoft Office		14	$ 374.26	**$ 5,239.64**
Racks, 4 pole		6	$ 945.00	**$ 5,670.00**
Rack mounted UPS	Vertiv Liebert, GXT5LI-5000MVRT3UXLN	6	$ 7,069.05	**$ 42,414.30**
UPS rack distribution	Liebert, VP0N3202	12	$ 1,020.62	**$ 12,247.44**
UPS for workstations	1,500 watts, lithium batteries	10	$ 256.84	**$ 2,568.40**
KVM	* Able to handle at least 16 devices * IP-based	1	$ 994.66	**$ 994.66**
Switch equipment				
	24 port, 10GB, copper	4	#########	**$ 64,095.56**
	24 port, 1GB * HPE/Aruba	2	$ 4,401.42	**$ 8,802.84**

Attachment: BID - ePlus Full Proposal (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

	* Redundant power supplies			

Optional equipment				
	Fatpipe WARP - Router Load Balancing	2		**$ 39,812.55**
	Palo Alto PA850 - Firewall	1	#########	**$ 21,151.56**
	* 4 - 1Gb SFP			
	* 4 - 10GB SFP			

Attachment: BID - ePlus Full Proposal (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

Notes

These items are being considered but may or may not be part of the end purchase

Fatpipe WARP — **Please refer to itemized pricing in attahcments 1 and 2**

The intent of these appliances is for them to each to be located in separate locations with a it's own internet connection and a failover cellular 5G connection. There will be customer owned fiber connecting them. The desired configuration would allow for either site to failover to the other in the event the primary ISP is offline. Failing that, the site would failover to the 5G connection.

Palo Alto PA850 — **Please refer to itemized pricing in attahcments 1 and 2**

Depending on our final build network architecture, we may require a firewall at the 22. W. Court St. site to support failover and high availability.

Attachment: BID - ePlus Full Proposal (11485 : Award Bid - Computer & Network Equipment - 22 West

Area	# of Connections	Type of Connection
Director		
* Workstation	2	10G
* Phone	1	1G
Deputy Director		
* Workstation	2	10G
* Phone	1	1G
Communications Supervisor		
* County Workstation	2	10G
* Spillman Workstation	2	10G
Dispatch 1		
* County Workstation	2	10G
* Spillman Workstation	2	10G
Dispatch 2		
* County Workstation	2	10G
* Spillman Workstation	2	10G
Dispatch 3		
* County Workstation	2	10G
* Spillman Workstation	2	10G
Dispatch 4		
* County Workstation	2	10G
* Spillman Workstation	2	10G
Dispatch 5		
* County Workstation	2	10G
* Spillman Workstation	2	10G
Dispatch 6		
* County Workstation	2	10G
* Spillman Workstation	2	10G
Dispatch 7		
* County Workstation	2	10G
* Spillman Workstation	2	10G
Conference Room		
* A/V Equipment	8	1G
Copier		
* Toshiba	1	1G

Attachment: BID - ePlus Full Proposal (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

Request for Proposals
Computer Workstations and Related Equipment

March 13, 2023

Item	Descripiton/Minimum specifications	Quantity	Price	Total
Adder Boxes	CCS-Pro4	15		**0**
Monitors, 24"	16:9 IPS panel DisplayPort | HDMI QHD 2560x1440 at 60 Hz	70		**0**
Monitors, 32"	4k resolution 3840x2160 at 60 Hz DisplayPort | HDMI	6		**0**
Dispatch Workstations	Microsoft Windows 11 Pro			
*** NIC**	Dual (2) 10Gb NIC - copper			
*** RAM**	32GB RAM			
*** Hard drive**	1TB SSD hard drive			
*** Processor**	Intel i9 processor			
*** Year warranty**	Minimum of 3 year warranty			
*** Graphics card**	Option 1: * Capable of support 4 HD DisplayPort monitors * Minimum of 4GB graphic memory	30		**0**
	Option 2: * Capable of support 4 HD DisplayPort monitors * Minimum of 8GB graphic memory	30		**0**
*** Keyboard - wired**				
*** Mouse - wired**				
Microsoft Office		14		**0**
Racks, 4 pole		6		**0**
Rack mounted UPS	Vertiv Liebert, GXT5LI-5000MVRT3UXLN	6		**0**
UPS rack distribution	Liebert, VP0N3202	12		**0**
UPS for workstations	1,500 watts, lithium batteries	10		**0**
KVM	* Able to handle at least 16 devices * IP-based	1		**0**
Switch equipment				
	24 port, 10GB, copper	4		**0**
	24 port, 1GB * HPE/Aruba * Redundant power supplies	2		**0**
Optional equipment				
	Fatpipe WARP - Router Load Balancing	2		**0**
	Palo Alto PA850 - Firewall * 4 - 1Gb SFP * 4 - 10GB SFP	1		**0**

Review the Notes tab

Attachment: RFP equipment list (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

REQUEST FOR PROPOSALS

Contact Person: Jack Hess

Position Title: Director

County Department: Information Technology

Address: 60 Central Avenue

Cortland, NY 13045

Contact Email: jhess@cortland-co.org

Contact Phone: (607) 753-5042 Fax: _____

Description of Project/Work to be Performed: Request for Proposal for 22 W. Court Street IT Equipment

Computer workstations and associated equipment for Cortland County's 911 Dispatch center. Use the attached equipment specification spreadsheet (RFP_22WCourtSt-IT-Equipment-r1.xlsx) for the bidding specifications and pricing worksheet for each item bid. If you wish to bid alternative configurations submit a separate spreadsheet with the naming convention of "<filename>-Alt-1.xlsx", RFP_22WCourtSt-IT-Equipment-r1-Alt1.xlsx, e.g. Please include any supporting documentation about the equipment being proposed with the bid package submission.

A RFP pre-meeting will be held virtually April 7, 2023 at 10:00 AM. Email jhess@cortland-co.org your contact information to be included in this meeting. If desired, you may attend in person at 60 Central Avenue, Cortland, NY, 13045, Room 126.

Attachment: RFP_22WCourtSt-IT-Equipment - final (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

Questions or clarifications of items in this RFP must be submitted in writing to the contact person listed no later than close of business: April 6, 2023. If questions or clarifications are submitted via email, please request a read receipt confirmation in the email.

Timeline for proposal process:

- Bid released: March 27, 2023
- Proposal pre-meeting: April 7, 2023
- Addendum published: April 11, 2023
- Deadline for proposal submission: April 26, 2023, 2:30 PM
    - Proposals will be opened publically at this time.

Please submit one (1) original and one (1) electronic copy on flash drive or compact disc of the proposal to **Cortland County Legislature, Attn: Clerk of the Legislature, 60 Central Avenue, Suite 306, Cortland, NY 13045** no later than:

Time: 2:30 PM

Day: Wednesday

Date: 4 / 26 / 2023

The governing legislative committee will evaluate proposals and request interviews if necessary. It is anticipated that a decision will be made on or about May 25, 2020.

Cortland County will negotiate terms upon selection of a vendor. All contracts are subject to review and approval by the Cortland County Attorney (**Standard Contract EXAMPLE attached**).

The vendor awarded the County's business will be selected based on the offering with the greatest benefit to the County. Cortland County reserves the right to accept or reject any or all proposals, to take exception to these RFP specifications or to waive any formalities. The County specifically reserves the right to negotiate a contract with the selected vendor.

Attachment: RFP_22WCourtSt-IT-Equipment - final (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

Proposals MUST include:

_____A. Name, contact, address, telephone number, fax number and email address of your firm/business.

_____B. Project Specifications including scope of work/timeline.

_____C. Schedule of Fees / Project Budget.

_____D. Copies of all licenses, permits and certifications relating to the necessary qualifications for this RFP.

_____E. NYS Certificate of Authority to do Business in New York State.

_____F. Proof that signatory is at least a 50% owner and has the authority to act on behalf of the firm/business.

_____G. References; all qualified firms must submit a list of at least three firms, organizations or major customers to whom they have provided services within the previous five years. This information should include name, address, phone & email information of each reference. Letters of recommendation and references from other municipalities or public agencies are preferred.

_____H. Information on any current or pending litigation against the firm or any of its principals as it relates to the services provided by the firm.

_____I. Current W-9.

_____J. Proof of Insurance (Liability, Disability, Workers' Compensation, Vehicle, etc.) **NOTE:** Successful proposer will be required to name "County of Cortland" as an additional insured; for contracts over $25,000 insurance must include 'per project aggregate' endorsement.

_____K. Copy of active NYS MWBE Certification (*if applicable*).

_____L. Exhibit A: Acknowledgement and Agreement to Comply with Standard Clauses for NYS Contracts.

_____M. Exhibit B: Drug Free Workplace.

_____N. Exhibit C: Non-Collusive Bidding Certification Required by §139-D of the State Finance Law.

_____O. Exhibit D: Conflict of Interest Disclosure.

_____P. Exhibit E: Privacy and Security HIPPA Compliance (*if applicable*).

_____Q. Exhibit F: Qualification Questionnaire.

_____R. Any other information you feel is appropriate to assist in the selection process.

Attachment: RFP_22WCourtSt-IT-Equipment - final (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

AGREEMENT

THIS AGREEMENT, entered into this day of , 20_, by and between the **COUNTY OF CORTLAND,** New York, (the "COUNTY"), a municipal corporation organized and existing under the laws of the State of New York with offices at 60 Central Avenue, Cortland, New York 13045, and , (the "CONTRACTOR"), with offices located at .

WITNESSETH, that the COUNTY and the CONTRACTOR, for the consideration hereafter named, agree as follows:

ARTICLE 1. WORK TO BE DONE AND CONSIDERATION THEREFORE

The CONTRACTOR shall furnish

(Describe the work to be done; if a proposal for the work exists, attach same as an exhibit and cite said exhibit herein.)

ARTICLE 2. TERM

The CONTRACTOR agrees to perform the services and/or supply goods beginning , 20___ and ending , 20___.

ARTICLE 3. ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the Contract has been fully performed and the COUNTY agrees that the Contract has been fully performed, the CONTRACTOR shall file with the COUNTY an itemized voucher and the COUNTY shall pay the CONTRACTOR $ within its normal payment period.

ARTICLE 4. CONTRACTOR'S INSURANCE

A.1 The CONTRACTOR shall not commence work under this Contract until he/she/it has obtained all insurance required under this paragraph and the COUNTY has approved such insurance. The COUNTY requires the following insurance coverage and amounts:

(i) Comprehensive General Liability, including personal injury coverage of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate and property damage coverage in the amount of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.

(ii) Automobile coverage with a combined single limit of $1,000,000.00.

(iii) Statutory Workers' Compensation, Disability Coverage, and Unemployment Insurance.

(iv) Professional Liability Insurance in the amount of $1,000,000.00 where applicable.

(v) Specialty Insurance as noted below:

(a) Not Applicable if checked ☐

(b) Type:_____Coverage Limit _____

EXAMPLE

Attachment: RFP_22WCourtSt-IT-Equipment - final (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

A.2 Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the COUNTY and who have been fully informed as to the nature of the services to be performed. Except for Worker's Compensation and professional liability, the COUNTY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including without limitation, the liability to pay premiums) shall be the sole obligations of the CONTRACTOR and not those of the COUNTY. The CONTRACTOR irrevocably waives all claims against the COUNTY for all losses, damages, claims or expenses resulting from risks commercially insurable under the insurance described in this paragraph. The provision of insurance by the CONTRACTOR shall not in any way limit the CONTRACTOR'S liability under this agreement.

B. The CONTRACTOR shall submit at the time of the execution of this agreement, certificates of insurance properly executed by an authorized representative of its insurance underwriter, evidencing such insurance policies to be in full force and effect, naming the COUNTY which shall assume to include its officers, employees, agents and representatives as additional insured. The certificates of insurance shall name specifically "Cortland County, 60 Central Avenue, Cortland, New York 13045" as an additional insured. In addition, the CONTRACTOR must provide an endorsement to the policy showing that the COUNTY is actually insured together with a copy of the policy declarations page.

C.1 Each policy of insurance shall contain clauses to the effect that:

(i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the COUNTY with respect to its interests,

(ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without 30 days prior written notice to the COUNTY, directed to the contracting department and the office of the County Attorney and to the office of the Chair of the Legislature, and the COUNTY shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to the CONTRACTOR.

C.2 To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claim made" basis, and all such "claims made" policies shall provide that:

(i) Policy retroactive dates coincide with or precede the CONTRACTOR'S start of the performance of the services (including subsequent policies purchased as renewals or replacements);

(ii) The CONTRACTOR will maintain similar insurance for at least 6 years following final acceptance of the services;

(iii) If the insurance is terminated for any reason, the CONTRACTOR agrees to purchase an unlimited extended reporting provision to report claims arising from the services performed for the County;

EXAMPLE

Attachment: RFP_22WCourtSt-IT-Equipment - final (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

(iv) Immediate notice shall be given to the COUNTY through the contracting department and the office of the County Attorney and to the office of the Chair of the Legislature of circumstances or incidents that might give rise to future claims with respect to the services performed under this agreement;

(v) Notice of termination of any such policies must be provided to the COUNTY at least ten (10) days in advance of such Notice of termination. CONTRACTOR shall, on or before this 10-day period, provide the COUNTY with a prospective Certificate of Insurance with the above coverage and limits for the balance of the term of this agreement; and

(vi) The CONTRACTOR shall obtain replacement insurance within ten (10) days in the absence of which CONTRACTOR shall be in breach of this Agreement.

D. All insurance coverage required to be purchased and maintained by the CONTRACTOR under this agreement shall be primary for the defense and indemnification on any action or claim asserted against the COUNTY and/or the CONTRACTOR for work performed under this agreement, regardless of any other collectible insurance or any language in the insurance policies which may be to the contrary.

E. Any accident shall be reported to the COUNTY as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the COUNTY as soon thereafter as possible and not later than three (3) days after the date of such accident.

ARTICLE 5. REPRESENTATIONS OF CONTRACTOR

The CONTRACTOR represents and warrants:

(i) That he/she/it is financially solvent, that he/she/it is licensed to the extent required by law, and that he/she/it is experienced in and competent to perform the services as described in Article 1 above,

(ii) That he/she/it has not been convicted of a crime under the laws of the United States or of any state,

(iii) That he/she/it has not been disqualified from performing any contract funded by the United States or the State of New York and that there is no proceeding pending or threatened against the Contractor by either government,

(iv) That no officer or employee of the County has an interest in this agreement, which would disqualify the CONTRACTOR from performing this agreement and receiving payment therefor,

(v) That he/she/it's facilities, if used in the performance of this agreement, are accessible to the handicapped or will be made accessible to the handicapped in accordance with applicable regulations,

(vi) That he/she/it is familiar with all Federal, State, municipal and departmental laws, ordinances and regulation which may in any way affect the work or those employed therein.

(vii) That he/she/it shall comply with all standard New York State contract requirements as set forth in Exhibits A-D and Appendix A; attached and annexed hereto.

EXAMPLE

Attachment: RFP_22WCourtSt-IT-Equipment - final (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

ARTICLE 6. PERMITS AND REGULATIONS

The CONTRACTOR shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

ARTICLE 7. APPROPRIATIONS

If this agreement is funded by a grant or contract between the COUNTY and the State or Federal government or is otherwise subject to legislative appropriation, the COUNTY shall not be liable beyond the funds authorized by such legislation or provided by the COUNTY, State or Federal governments.

In the event that such funding shall be terminated or reduced, this agreement shall end on the effective date of notice of termination.

The COUNTY shall remain liable for all charges and expenses incurred prior to the date of termination.

If funding is reduced below the level authorized by the COUNTY and the parties do not desire to terminate this agreement, funding shall be deemed to have been reduced to the amount authorized by the State or Federal government as set forth in notice given by the COUNTY to the CONTRACTOR.

ARTICLE 8. COUNTY'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

A. The COUNTY shall have the right to stop work or terminate the Contract if:

(i) The CONTRACTOR is adjudged bankrupt or makes an assignment for the benefit of creditors; or

(ii) A receiver or liquidator is appointed for the CONTRACTOR or for any of his/her/it's property and is not dismissed within twenty (20) days after such appointment or the proceedings in connection therewith are not stayed on appeal within said twenty (20) days; or

(iii) The CONTRACTOR refuses or fails to prosecute the work or any part thereof with due diligence; or

(iv) The CONTRACTOR fails to make prompt payment to persons supplying labor for the work; or

(v) The CONTRACTOR fails or refuses to comply with all applicable laws, regulations or ordinances applicable to the performance of this agreement; or

(vi) The determination that any representation or certification made under this agreement is untrue; or

(vii) The CONTRACTOR violates any provision of the Contract;

(viii) In any event, the COUNTY, without prejudice to any other rights or remedy it may have, may by seven (7) days notice to the CONTRACTOR, terminate this contract pursuant to the grounds stated herein. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the work is complete. If the unpaid balance of the compensation to be paid to the CONTRACTOR hereunder exceeds the expense of completing the work, such excess shall be paid to the

EXAMPLE

Attachment: RFP_22WCourtSt-IT-Equipment - final (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

CONTRACTOR. If such expense exceeds such unpaid balance, the CONTRACTOR shall be liable to the COUNTY for such excess.

(ix) COUNTY may terminate this contract upon thirty (30) days written notice to the CONTRACTOR if deemed in the best interest of the COUNTY.

(x) COUNTY may terminate if the contract is not funded.

B. Upon termination of this agreement, the CONTRACTOR shall comply with all County close-out procedures, including but not limited to:

(i) Accounting for and refunding to the COUNTY within 30 days, any unexpended funds which have been paid to the CONTRACTOR pursuant to this agreement;

(ii) Not incur any further obligations pursuant to this agreement after the termination date;

(iii) Submit to the COUNTY, within 30 days of termination, a full report of receipts and expenditures of funds, program activities, and obstacles, if any, attendant to CONTRACTOR'S performance of this agreement; and

(iv) Furnishing within 30 days an inventory to the COUNTY of all equipment, appurtenances and property purchased by the CONTRACTOR through or provided under this agreement, and carrying out any COUNTY directive concerning the disposition thereof.

C. If the COUNTY terminates this agreement for cause, the COUNTY may procure, upon such terms and in such manner as it deems appropriate, services similar to those so terminated, and any services so procured by the COUNTY to complete the services herein will be charged to the CONTRACTOR and/or set off against any sums due the CONTRACTOR.

D. If the CONTRACTOR defaults, the COUNTY may at its option:

(i) Terminate this agreement; and/or

(ii) Recover counsel fees and all costs incurred to enforce this agreement; and/or

(iii) Obtain replacement goods or services and hold the CONTRACTOR responsible for the replacement costs or expenses; and/or

(iv) Pursue such other remedies as may be available under law or this agreement.

These remedies are cumulative.

E. Notwithstanding any other provisions of this agreement, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the CONTRACTOR'S breach of the agreement or failure to perform in accordance with applicable professional standards, and the COUNTY may withhold payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the COUNTY from the CONTRACTOR is determined. The rights and remedies of the

EXAMPLE

Attachment: RFP_22WCourtSt-IT-Equipment - final (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this agreement.

ARTICLE 9. INDEMNIFICATION / HOLD HARMLESS

The CONTRACTOR shall indemnify, defend and hold the COUNTY, its Departments, and its officers, employees, contractors, representatives and agents harmless from and against any and all claims, fines, demands, losses, damages and expenses, including attorney's fees, relating to or arising out of any negligent or intentional acts and/or omissions of the CONTRACTOR or any of its directors, officers, employees, contractors, representatives, or agents.

ARTICLE 10. MONITORING OF PERFORMANCE

The COUNTY shall have the right during the term of this agreement and for the period limited by the applicable statute of limitations to ensure that the services to be provided b the Contractor have been provided as agreed. The CONTRACTOR herby consents to the examination of the CONTRACTOR'S records and agrees to provide to or permit the COUNTY to obtain copies of any documents relating to the performance of this agreement. The CONTRACTOR shall maintain all records required by this paragraph for seven (7) years after the date this agreement is terminated or ends; whichever last occurs.

ARTICLE 11. INDEPENDENT CONTRACTOR

The CONTRACTOR, including all its officers, employees and agents agrees that their relationship to the COUNTY and any of its Departments or units, is that of an independent contractor, and said CONTRACTOR covenants and agrees that they will not conduct themselves as, nor hold themselves out as, nor claim to be an officer or employee of the COUNTY by reason hereof and that they will not claim, demand or make an application to or for any right or privilege applicable to an officer or employee of the COUNTY, including, but not limited to, Workers' Compensation coverage, Unemployment Insurance benefits, Social Security coverage, medical and/or dental benefits, or retirement membership or credit. As an independent contractor, the CONTRACTOR shall be solely responsible for determining the means and methods of performing the services and shall have complete charge and responsibility for the CONTRACTOR'S personnel engaged in the performance of the services. However, if any personnel of the CONTRACTOR act in a manner that is detrimental to the COUNTY, the COUNTY may require the CONTRACTOR to remove or replace such personnel with respect to the performance of services under this agreement.

ARTICLE 12. ASSIGNMENT

Neither party may assign or sub-contract this contract or any portion thereof, without prior written consent of the other party hereto.

EXAMPLE

Attachment: RFP_22WCourtSt-IT-Equipment - final (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

ARTICLE 13. REQUIRED PROVISIONS OF LAW

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Contract shall be physically amended to make such insertion.

ARTICLE 14. VENUES AND DISPUTES

The exclusive means of disposing of any dispute arising under this Agreement shall be decided in a New York State Court of competent jurisdiction located within Cortland County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the CONTRACTOR shall proceed diligently with performing the terms of this Agreement. The CONTRACTOR waives any dispute or claim not made in writing and received by the COUNTY within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

ARTICLE 15. REMEDIES

The remedies specified herein shall be cumulative and in addition to any other remedies available of law or in equity. Waiver of a breach of any provision of this Agreement shall not constitute a waiver of any other or future breach of the same provision or any other provision of the Agreement.

ARTICLE 16. NOTICES

All notices of any nature referred to in this agreement shall be in writing and sent by registered or certified mail, postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties may designate in writing.

To the CONTRACTOR:
Business Name:
Physical Address:
Mailing Address:
Contact Person:
Telephone #:
E-Mail Address:

To the COUNTY: County Administrator (**and**) _____
(Department originating contract)

County of Cortland
60 Central Avenue
Cortland, New York 13045

_____(contact person)
_____ (address)
_____

EXAMPLE

Attachment: RFP_22WCourtSt-IT-Equipment - final (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

ARTICLE 17. SEVERABILITY

In the event any provision hereof shall be held for any reason to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the remaining provisions of this agreement, which shall continue in full force and effect.

ARTICLE 18. WAIVER

No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 19. MODIFICATION

This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

ARTICLE 20. EXECUTORY CLAUSE

The COUNTY shall have no liability under this Agreement to the CONTRACTOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 21. RECORDS RETENTION AND AUDIT

A. The COUNTY, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. Additionally, the CONTRACTOR shall:

(i) Comply with any demands made by the COUNTY to provide information with respect to the payment of monies hereunder during the period covered by this paragraph;

(ii) Maintain its books and records in accordance with generally accepted accounting principles or such other method of account, which is approved in writing by the COUNTY prior to the date of this agreement;

(iii) Maintain the revenues and expenditures in connection with this agreement so they are separately identifiable;

(iv) Fully document each expenditure or claim for payment. Expenditure or claims for payment which are not fully documented may be disallowed;

(v) Agree to provide to or permit the COUNTY to examine or obtain copies of any documents relating to the payment of money to the CONTRACTOR or expenditures made by the CONTRACTOR for which reimbursement is made to the CONTRACTOR by the COUNTY;

EXAMPLE

Attachment: RFP_22WCourtSt-IT-Equipment - final (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

(vi) Maintain all records required by this paragraph for seven (7) years after the date this agreement is terminated or ends.

B. If the CONTRACTOR has expended, in any fiscal year, $750,000.00 or more in funds provided by the Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the COUNTY, the CONTRACTOR shall provide the COUNTY with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §7501, et seq., as amended, and the regulations adopted pursuant to such Act.

C. In addition to the foregoing, if this agreement is financed by Medicare reimbursements, then until the expiration of four (4) years after the furnishing of the services provided under this agreement, the CONTRACTOR will make available to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives, this agreement and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If the CONTRACTOR carries out the duties of the agreement through a subcontractor worth $10,000.00 or more over a 12-month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization's books and records.

ARTICLE 22. APPLICABLE LAW

This Agreement is governed by the laws of the State of New York. All disputes relating to this agreement shall be heard in a court of competent jurisdiction having venue in Cortland County.

ARTICLE 23. PRIVACY AND SECURITY (HIPAA)

(APPLICABLE TO ALL CONTRACTS FOR GOODS AND SERVICES WHICH RELATE TO MEDICAL RECORD-KEEPING)

The purpose of this clause is to set forth the requirements for privacy and security of protected health information ("PHI") mandated by 45 CFR Part 164 as they apply to the services provided by CONTRACTOR on behalf of COUNTY. Terms and conditions required relative to this agreement are incorporated and attached to this agreement as "Exhibit E".

EXAMPLE

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IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate (2 copies) each of which shall be deemed an original on the date written.

COUNTY OF CORTLAND

DATE: _____ BY:_____

PRINTED NAME:_____

TITLE:_____

Acknowledgement
STATE OF NEW YORK)
COUNTY OF CORTLAND) ss.:

On this_____day of_____, 20_, before me, the undersigned, a Notary Public in and for said State, personally appeared_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

CONTRACTOR: _____
(*name of company*)

DATE: _____ BY:_____

PRINTED NAME:_____

TITLE:_____

Acknowledgement

STATE OF NEW YORK)
COUNTY OF_____) ss.:

On this_____day of_____, 20___, before me, the undersigned, a Notary Public in and for said State, personally appeared_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

EXAMPLE

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EXHIBIT A – ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS (APPENDIX A)

I hereby acknowledge that I have read, understand and agree to comply with the terms as outlined in Appendix A – Standard Clauses for New York State Contracts. Failure to comply may result in immediate termination of this agreement with potential legal recourse by the County.

Signed:_____ Date:_____

Title: _____

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EXHIBIT B – DRUG FREE WORKPLACE

Whenever two or more Bids which are equal with respect to price, quality and service are received by the State or by any political subdivisions for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the Bids will be followed if none of the tied vendors have a drug free workplace process. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
4) In the statement specified in Subsection (1), notify that employees, that, as a condition of working of the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law in the United States or any state or Cortland County, for a violation occurring in the workplace no later than five (5) days after such conviction.
5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6) Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies with the above requirements.

Print Name:_____ Date: _____

Signature:_____ Title:_____

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EXHIBIT C - NON COLLUSIVE BIDDING CERTIFICATE REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

Section 139D, Statement of Non-Collusion in bids to the State:

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 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 other 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 completion.

A Bid shall not be considered for award nor shall any award be made where 1, 2, 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 me under penalty of perjury under the laws of the State of New York, this _____ day of_____, 20____ as the act and deed of said corporation of partnership or sole proprietor.

If Bidders are a Partnership, complete the Following:

Names of Partners or Principals	Legal Residence
_____	_____
_____	_____
_____	_____
_____	_____

If Bidders are a corporation, complete the following:

Name	Legal Residence
_____	_____
President	
_____	_____
Vice President	
_____	_____
Secretary	
_____	_____
Treasurer	

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Identifying Data:

Potential Contractor: _____
Address: _____
Telephone #:_____ Title: _____
E-Mail Address: _____

If applicable, Responsible Corporate Officer
Name: _____ Title: _____

Signature: _____

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

Legal name of person or firm	Legal name of person or firm
Name	Name
Title	Title
Address	Address

EXHIBIT D - CONFLICT OF INTEREST DISCLOSURE

Conflict of Interest Disclosure Form

Note: A potential or actual conflict of interest exists when commitments and obligations are likely to be compromised by the nominator(s)'other material interests, or relationships (especially economic), particularly if those interests or commitments are not disclosed.

This Conflict of Interest Form should indicate whether the nominator(s) has an economic interest in, or acts as an officer or a director of, any outside entity whose financial interests would reasonably appear to be affected by the contract. The nominator(s) should also disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest. Relevant Federally and organizationally established regulations and guidelines in financial conflicts must be abided by. Individuals with a conflict of interest should refrain from bidding and/or contracting.

Date: _____

Name: _____

Position: _____

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

_____ I have no conflict of interest to report.
_____ I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own):

1. _____
2. _____
3. _____

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: _____

Company: _____

Date: _____

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EXHIBIT E

PRIVACY AND SECURITY (HIPAA)

The purpose of this clause is to set forth the requirements for privacy and security of protected health information ("PHI") mandated by 45 CFR Part 164 as they apply to the services provided by CONTRACTOR on behalf of COUNTY.

(A) CONTRACTOR understands the importance of the privacy of a patient's PHI, and agrees to protect that right to the extent necessary under this Agreement and under current federal, state, and local regulations and laws. All PHI will be handled in a private and/or confidential manner. For purposes of this Agreement, PHI is any data or other information as defined by the Department of Health and Human Services in the Code of Federal Regulations, 45 CFR §164.501.

(B) Further, CONTRACTOR understands that County's patients are intended third-party beneficiaries of this Agreement, and have all the rights and privileges of any third-party beneficiary under current law.

(C) Uses and disclosures of PHI that are permitted are those necessary in order for CONTRACTOR to:

1. Properly manage and administer its functions.
2. Meet its legal responsibilities.
3. Provide data aggregation services relating to the health care operations of the COUNTY.
4. Make those disclosures required by law such as in situations of abuse, neglect, or domestic violence. The uses and disclosures permitted are limited to the PHI necessary to meet the requirements of the law that compels the use or disclosure.
5. Make disclosures in response to a judicial or administrative proceeding through a lawful process such as a subpoena or discovery request.

(D) The uses and disclosures of PHI that are required are those disclosures necessary:

1. For patients to review their PHI.
2. To provide an accounting of disclosures in accordance with 45 CFR §164.528.
3. To allow the Secretary of Health and Human Services to determine County's compliance with 45 CFR §164.504.

(E) CONTRACTOR shall make the following assurances to COUNTY:

1. CONTRACTOR agrees that it shall not use or disclose any patient's PHI for any purpose not expressly stated in this Agreement. Further, CONTRACTOR shall not use or disclose PHI in any manner or context prohibited by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and subsequent federal, state, and local

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regulations. If CONTRACTOR does use or disclose PHI for a purpose not expressly stated in this Agreement, it shall immediately cease the unauthorized use or disclosure, and shall notify COUNTY in writing of such use or disclosure. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect known to it of a use or disclosure of PHI not allowed under this Agreement.

2. CONTRACTOR further agrees that any sub-contractors or other persons or entities not directly employed by CONTRACTOR who use or disclose PHI obtained from COUNTY, shall abide by terms of this clause of this Agreement. Any sub-contractor or other person or entity not directly employed by CONTRACTOR that has used or disclosed PHI without proper authorization (as defined in HIPAA and subsequent federal, state, and local regulations) shall be considered to have acted as an agent of CONTRACTOR, and have violated the terms of this Agreement. COUNTY may consider this use or disclosure a material breach of this Agreement.
3. By signing this Agreement, CONTRACTOR is assuring COUNTY it has met the minimum safeguards necessary to protect unauthorized use or disclosure of PHI to any person or entity not party to this Agreement. Such safeguards shall include the security safeguards outlined by the 1996 Health Insurance Portability and Accountability Act and subsequent federal regulation, including: physical access to PHI, technical access to PHI, and administrative policies and procedures addressing security of PHI.
4. Provider shall report to COUNTY any instance or circumstance in which PHI has been used or disclosed by an unauthorized person or entity, including accidental disclosure by CONTRACTOR. CONTRACTOR shall notify COUNTY in writing of any steps or procedural changes made to address the unauthorized use or disclosure.
5. Should COUNTY find PHI used or disclosed to CONTRACTOR to be inaccurate or incomplete, CONTRACTOR shall incorporate any amendments or corrections to the PHI at COUNTY's request.
6. CONTRACTOR will make PHI available to the individual who is the subject of the PHI for amendment. Such requests by the individual for their PHI from CONTRACTOR will be made through County. CONTRACTOR will incorporate any amendments to PHI that have been made by COUNTY by virtue of the individual's request for amendment.
7. CONTRACTOR will provide a timely accounting to the individual or to COUNTY, if requested by either, of the disclosures of an individual's PHI.
8. Should CONTRACTOR make any material alterations to the PHI while the PHI is in its possession, CONTRACTOR shall notify COUNTY of such alterations so that COUNTY may inform the patient who is the subject of the PHI.

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9. At the termination of this Agreement, CONTRACTOR shall return or destroy to the satisfaction of COUNTY any PHI held or maintained by CONTRACTOR and retain no copies of such information. If COUNTY and CONTRACTOR mutually agree that returning or destroying the PHI is not feasible or permitted under law, the PHI will remain protected after this agreement ends for as long as CONTRACTOR maintains the information. Further uses or disclosures of the PHI will be limited to those purposes that make the return or destruction infeasible.

(F) If COUNTY determines CONTRACTOR has violated any of the above assurances, covenants or terms, the CONTRACTOR has committed a material breach of this Agreement. COUNTY may then provide CONTRACTOR with an opportunity to cure the breach or may terminate this Agreement and may report the violations to the Department of Health and Human Services ("HHS") or other federal or state entity for possible prosecution or sanctions.

(G) Both parties to this agreement agree that they will protect the integrity and confidentiality of any PHI being shared electronically.

(H) CONTRACTOR hereby gives COUNTY and the Department of Health and Human Services (or an agent acting on behalf of HHS) the express right to inspect any and all internal practices, books, and records relating to the use or disclosure of PHI by CONTRACTOR. If HHS suspects an unauthorized use or disclosure of PHI by CONTRACTOR, HHS is authorized to pursue an investigation into CONTRACTOR's activities for the purposes of determining whether an unauthorized use or disclosure of PHI has taken place.

(I) CONTRACTOR may have policies and procedures relating to privacy and security in place prior to the commencement of this Agreement. If, after reasonable investigation, COUNTY concludes CONTRACTOR's policies and procedures to be "adequate" protection of a patient's privacy rights relating to PHI, CONTRATOR may elect to continue to use its own policies and procedures. The term "adequate" in this clause means CONTRACTOR's policies and procedures meet the minimum privacy and security standards as set forth in COUNTY's privacy and security policies and procedures.

(J) COUNTY, through the appropriate Department will:

1. provide CONTRACTOR with its Privacy Notice;
2. provide CONTRACTOR with any changes in, or revocation of, permission by a patient to use or disclose PHI, if such changes affect CONTRACTOR's permitted or required uses or disclosures; and
3. notify CONTRACTOR of any restriction to the use or disclosure of PHI to which the COUNTY has agreed.

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(K) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information (ePHI) that it creates, receives, maintains, or transmits on behalf of Cortland County.

(L) Ensure that any agent, including a subcontractor, to whom Contractor provides ePHI agrees to implement reasonable and appropriate safeguards to protect this information.

(M) Report to Security Officer of Cortland County any security incidents of which it becomes aware. (A security incident is defined as the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.)

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EXHIBIT F – QUALIFICATION QUESTIONNAIRE

All vendors must complete this questionnaire in order to be included in the evaluation of the proposals. The information supplied will enable the County to determine whether or not the vendor has adequate personnel and facilities to properly perform the work.

1. Facility Name and Physical Address: _____

   _____

2. Normal Operating Hours:

   a. Weekdays _____am to_____pm
   b. Saturdays _____am to_____pm
   c. Sundays _____am to_____pm
   d. Holidays _____am to_____pm

3. Number of Years in Business: _____
4. Firm History (attach additional pages as necessary): _____

   _____

   _____
5. Number of employees on your payroll: _____
6. Do any of your employees have any other special certifications or rating? Yes / No

   If yes, specify: _____
7. Do you have any special equipment that is available to service the County RFP? Yes / No

   If yes, specify: _____
8. What is the overall size of your facility? _____
9. Do you have a locked, fenced and secured storage area? Yes / No
10. How far in advance must appointments be scheduled? _____
11. In case of emergency, will you accommodate the County with same day services when possible? Yes / No
12. Shop Distance from 60 Central Avenue, Cortland, NY _____

In submitting this proposal, it is understood that the unrestricted right is reserved by the County in making the award to reject any and all proposals or parts thereof, or to waive any informalities or technicalities in said bids. The undersigned hereby certifies that this bid is genuine, and not a sham or collusive, or made in the interest or in behalf of any person, firm or corporation not herein named; that the undersigned has not directly or indirectly induced or solicited any bidder to refrain from bidding, and that the undersigned has it, in any manner, sought by collusion to secure for himself and advantage over any another bidder.

_____

PRINT NAME SIGNATURE (Must be 50% Company Owner)

_____

TITLE DATE

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APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

October 2019

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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 $25,000, 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 § 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, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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-

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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 (2 NYCRR § 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 Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of

Attachment: RFP_22WCourtSt-IT-Equipment - final (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

$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 clause. 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

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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 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) 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, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

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.

Attachment: RFP_22WCourtSt-IT-Equipment - final (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 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: https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012

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

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

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

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

Attachment: RFP_22WCourtSt-IT-Equipment - final (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

Cortland County's 911 Dispatch Center
Court Street IT Equipment
Request for Proposal: 22 W

Wednesday, April 26, 2023 at 2:30 PM

Cortland County Legislature
Attn: Clerk of the Legislature
60 Central Ave, Suite 306
Cortland, NY 13045

from:

ComSource, Inc.
Ron Terra, Account Executive
500 Plum Street, Syracuse, NY 13204
rterra@comsourceny.com | P: 315.682.4115 | F: 315.682.5165

ComSource
People • Technology • Possibility

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

REQUEST FOR PROPOSALS

Contact Person: Jack Hess

Position Title: Director

County Department: Information Technology

Address: 60 Central Avenue

Cortland, NY 13045

Contact Email: jhess@cortland-co.org

Contact Phone: (607) 753-5042 Fax: _____

Description of Project/Work to be Performed: Request for Proposal for 22 W. Court Street IT Equipment

Computer workstations and associated equipment for Cortland County's 911 Dispatch center. Use the attached equipment specification spreadsheet (RFP_22WCourtSt-IT-Equipment-r1.xlsx) for the bidding specifications and pricing worksheet for each item bid. If you wish to bid alternative configurations submit a separate spreadsheet with the naming convention of "<filename>-Alt-1.xlsx", RFP_22WCourtSt-IT-Equipment-r1-Alt1.xlsx, e.g. Please include any supporting documentation about the equipment being proposed with the bid package submission.

A RFP pre-meeting will be held virtually April 7, 2023 at 10:00 AM. Email jhess@cortland-co.org your contact information to be included in this meeting. If desired, you may attend in person at 60 Central Avenue, Cortland, NY, 13045, Room 126.

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

Questions or clarifications of items in this RFP must be submitted in writing to the contact person listed no later than close of business: April 6, 2023. If questions or clarifications are submitted via email, please request a read receipt confirmation in the email.

Timeline for proposal process:

- Bid released: March 27, 2023
- Proposal pre-meeting: April 7, 2023
- Addendum published: April 11, 2023
- Deadline for proposal submission: April 26, 2023, 2:30 PM
    - Proposals will be opened publically at this time.

Please submit one (1) original and one (1) electronic copy on flash drive or compact disc of the proposal to **Cortland County Legislature, Attn: Clerk of the Legislature, 60 Central Avenue, Suite 306, Cortland, NY 13045** no later than:

Time: 2:30 PM

Day: Wednesday

Date: 4 / 26 / 2023

The governing legislative committee will evaluate proposals and request interviews if necessary. It is anticipated that a decision will be made on or about May 25, 2020.

Cortland County will negotiate terms upon selection of a vendor. All contracts are subject to review and approval by the Cortland County Attorney (**Standard Contract EXAMPLE attached**).

The vendor awarded the County's business will be selected based on the offering with the greatest benefit to the County. Cortland County reserves the right to accept or reject any or all proposals, to take exception to these RFP specifications or to waive any formalities. The County specifically reserves the right to negotiate a contract with the selected vendor.

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

Proposals MUST include:

_____A. Name, contact, address, telephone number, fax number and email address of your firm/business.

_____B. Project Specifications including scope of work/timeline.

_____C. Schedule of Fees / Project Budget.

_____D. Copies of all licenses, permits and certifications relating to the necessary qualifications for this RFP.

_____E. NYS Certificate of Authority to do Business in New York State.

_____F. Proof that signatory is at least a 50% owner and has the authority to act on behalf of the firm/business.

_____G. References; all qualified firms must submit a list of at least three firms, organizations or major customers to whom they have provided services within the previous five years. This information should include name, address, phone & email information of each reference. Letters of recommendation and references from other municipalities or public agencies are preferred.

_____H. Information on any current or pending litigation against the firm or any of its principals as it relates to the services provided by the firm.

_____I. Current W-9.

_____J. Proof of Insurance (Liability, Disability, Workers' Compensation, Vehicle, etc.) **NOTE:** Successful proposer will be required to name "County of Cortland" as an additional insured; for contracts over $25,000 insurance must include 'per project aggregate' endorsement.

_____K. Copy of active NYS MWBE Certification (*if applicable*).

_____L. Exhibit A: Acknowledgement and Agreement to Comply with Standard Clauses for NYS Contracts.

_____M. Exhibit B: Drug Free Workplace.

_____N. Exhibit C: Non-Collusive Bidding Certification Required by §139-D of the State Finance Law.

_____O. Exhibit D: Conflict of Interest Disclosure.

_____P. Exhibit E: Privacy and Security HIPPA Compliance (*if applicable*).

_____Q. Exhibit F: Qualification Questionnaire.

_____R. Any other information you feel is appropriate to assist in the selection process.

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

~~ STANDARD CONTRACT EXAMPLE ~~

AGREEMENT

THIS AGREEMENT, entered into this day of , 20_, by and between the **COUNTY OF CORTLAND,** New York, (the "COUNTY"), a municipal corporation organized and existing under the laws of the State of New York with offices at 60 Central Avenue, Cortland, New York 13045, and , (the "CONTRACTOR"), with offices located at .

WITNESSETH, that the COUNTY and the CONTRACTOR, for the consideration hereafter named, agree as follows:

ARTICLE 1. WORK TO BE DONE AND CONSIDERATION THEREFORE

The CONTRACTOR shall furnish

(Describe the work to be done; if a proposal for the work exists, attach same as an exhibit and cite said exhibit herein.)

ARTICLE 2. TERM

The CONTRACTOR agrees to perform the services and/or supply goods beginning , 20___ and ending , 20___.

ARTICLE 3. ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the Contract has been fully performed and the COUNTY agrees that the Contract has been fully performed, the CONTRACTOR shall file with the COUNTY an itemized voucher and the COUNTY shall pay the CONTRACTOR $ within its normal payment period.

ARTICLE 4. CONTRACTOR'S INSURANCE

A.1 The CONTRACTOR shall not commence work under this Contract until he/she/it has obtained all insurance required under this paragraph and the COUNTY has approved such insurance. The COUNTY requires the following insurance coverage and amounts:

(i) Comprehensive General Liability, including personal injury coverage of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate and property damage coverage in the amount of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.

(ii) Automobile coverage with a combined single limit of $1,000,000.00.

(iii) Statutory Workers' Compensation, Disability Coverage, and Unemployment Insurance.

(iv) Professional Liability Insurance in the amount of $1,000,000.00 where applicable.

(v) Specialty Insurance as noted below:

(a) Not Applicable if checked ☐

(b) Type:_____Coverage Limit _____

EXAMPLE

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

A.2 Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the COUNTY and who have been fully informed as to the nature of the services to be performed. Except for Worker's Compensation and professional liability, the COUNTY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including without limitation, the liability to pay premiums) shall be the sole obligations of the CONTRACTOR and not those of the COUNTY. The CONTRACTOR irrevocably waives all claims against the COUNTY for all losses, damages, claims or expenses resulting from risks commercially insurable under the insurance described in this paragraph. The provision of insurance by the CONTRACTOR shall not in any way limit the CONTRACTOR'S liability under this agreement.

B. The CONTRACTOR shall submit at the time of the execution of this agreement, certificates of insurance properly executed by an authorized representative of its insurance underwriter, evidencing such insurance policies to be in full force and effect, naming the COUNTY which shall assume to include its officers, employees, agents and representatives as additional insured. The certificates of insurance shall name specifically "Cortland County, 60 Central Avenue, Cortland, New York 13045" as an additional insured. In addition, the CONTRACTOR must provide an endorsement to the policy showing that the COUNTY is actually insured together with a copy of the policy declarations page.

C.1 Each policy of insurance shall contain clauses to the effect that:

(i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the COUNTY with respect to its interests,

(ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without 30 days prior written notice to the COUNTY, directed to the contracting department and the office of the County Attorney and to the office of the Chair of the Legislature, and the COUNTY shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to the CONTRACTOR.

C.2 To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claim made" basis, and all such "claims made" policies shall provide that:

(i) Policy retroactive dates coincide with or precede the CONTRACTOR'S start of the performance of the services (including subsequent policies purchased as renewals or replacements);

(ii) The CONTRACTOR will maintain similar insurance for at least 6 years following final acceptance of the services;

(iii) If the insurance is terminated for any reason, the CONTRACTOR agrees to purchase an unlimited extended reporting provision to report claims arising from the services performed for the County;

EXAMPLE

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

(iv) Immediate notice shall be given to the COUNTY through the contracting department and the office of the County Attorney and to the office of the Chair of the Legislature of circumstances or incidents that might give rise to future claims with respect to the services performed under this agreement;

(v) Notice of termination of any such policies must be provided to the COUNTY at least ten (10) days in advance of such Notice of termination. CONTRACTOR shall, on or before this 10-day period, provide the COUNTY with a prospective Certificate of Insurance with the above coverage and limits for the balance of the term of this agreement; and

(vi) The CONTRACTOR shall obtain replacement insurance within ten (10) days in the absence of which CONTRACTOR shall be in breach of this Agreement.

D. All insurance coverage required to be purchased and maintained by the CONTRACTOR under this agreement shall be primary for the defense and indemnification on any action or claim asserted against the COUNTY and/or the CONTRACTOR for work performed under this agreement, regardless of any other collectible insurance or any language in the insurance policies which may be to the contrary.

E. Any accident shall be reported to the COUNTY as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the COUNTY as soon thereafter as possible and not later than three (3) days after the date of such accident.

ARTICLE 5. REPRESENTATIONS OF CONTRACTOR

The CONTRACTOR represents and warrants:

(i) That he/she/it is financially solvent, that he/she/it is licensed to the extent required by law, and that he/she/it is experienced in and competent to perform the services as described in Article 1 above,

(ii) That he/she/it has not been convicted of a crime under the laws of the United States or of any state,

(iii) That he/she/it has not been disqualified from performing any contract funded by the United States or the State of New York and that there is no proceeding pending or threatened against the Contractor by either government,

(iv) That no officer or employee of the County has an interest in this agreement, which would disqualify the CONTRACTOR from performing this agreement and receiving payment therefor,

(v) That he/she/it's facilities, if used in the performance of this agreement, are accessible to the handicapped or will be made accessible to the handicapped in accordance with applicable regulations,

(vi) That he/she/it is familiar with all Federal, State, municipal and departmental laws, ordinances and regulation which may in any way affect the work or those employed therein.

(vii) That he/she/it shall comply with all standard New York State contract requirements as set forth in Exhibits A-D and Appendix A; attached and annexed hereto.

EXAMPLE

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

ARTICLE 6. PERMITS AND REGULATIONS

The CONTRACTOR shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

ARTICLE 7. APPROPRIATIONS

If this agreement is funded by a grant or contract between the COUNTY and the State or Federal government or is otherwise subject to legislative appropriation, the COUNTY shall not be liable beyond the funds authorized by such legislation or provided by the COUNTY, State or Federal governments.

In the event that such funding shall be terminated or reduced, this agreement shall end on the effective date of notice of termination.

The COUNTY shall remain liable for all charges and expenses incurred prior to the date of termination.

If funding is reduced below the level authorized by the COUNTY and the parties do not desire to terminate this agreement, funding shall be deemed to have been reduced to the amount authorized by the State or Federal government as set forth in notice given by the COUNTY to the CONTRACTOR.

ARTICLE 8. COUNTY'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

A. The COUNTY shall have the right to stop work or terminate the Contract if:

(i) The CONTRACTOR is adjudged bankrupt or makes an assignment for the benefit of creditors; or

(ii) A receiver or liquidator is appointed for the CONTRACTOR or for any of his/her/it's property and is not dismissed within twenty (20) days after such appointment or the proceedings in connection therewith are not stayed on appeal within said twenty (20) days; or

(iii) The CONTRACTOR refuses or fails to prosecute the work or any part thereof with due diligence; or

(iv) The CONTRACTOR fails to make prompt payment to persons supplying labor for the work; or

(v) The CONTRACTOR fails or refuses to comply with all applicable laws, regulations or ordinances applicable to the performance of this agreement; or

(vi) The determination that any representation or certification made under this agreement is untrue; or

(vii) The CONTRACTOR violates any provision of the Contract;

(viii) In any event, the COUNTY, without prejudice to any other rights or remedy it may have, may by seven (7) days notice to the CONTRACTOR, terminate this contract pursuant to the grounds stated herein. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the work is complete. If the unpaid balance of the compensation to be paid to the CONTRACTOR hereunder exceeds the expense of completing the work, such excess shall be paid to the

EXAMPLE

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CONTRACTOR. If such expense exceeds such unpaid balance, the CONTRACTOR shall be liable to the COUNTY for such excess.

(ix) COUNTY may terminate this contract upon thirty (30) days written notice to the CONTRACTOR if deemed in the best interest of the COUNTY.

(x) COUNTY may terminate if the contract is not funded.

B. Upon termination of this agreement, the CONTRACTOR shall comply with all County close-out procedures, including but not limited to:

(i) Accounting for and refunding to the COUNTY within 30 days, any unexpended funds which have been paid to the CONTRACTOR pursuant to this agreement;

(ii) Not incur any further obligations pursuant to this agreement after the termination date;

(iii) Submit to the COUNTY, within 30 days of termination, a full report of receipts and expenditures of funds, program activities, and obstacles, if any, attendant to CONTRACTOR'S performance of this agreement; and

(iv) Furnishing within 30 days an inventory to the COUNTY of all equipment, appurtenances and property purchased by the CONTRACTOR through or provided under this agreement, and carrying out any COUNTY directive concerning the disposition thereof.

C. If the COUNTY terminates this agreement for cause, the COUNTY may procure, upon such terms and in such manner as it deems appropriate, services similar to those so terminated, and any services so procured by the COUNTY to complete the services herein will be charged to the CONTRACTOR and/or set off against any sums due the CONTRACTOR.

D. If the CONTRACTOR defaults, the COUNTY may at its option:

(i) Terminate this agreement; and/or

(ii) Recover counsel fees and all costs incurred to enforce this agreement; and/or

(iii) Obtain replacement goods or services and hold the CONTRACTOR responsible for the replacement costs or expenses; and/or

(iv) Pursue such other remedies as may be available under law or this agreement.

These remedies are cumulative.

E. Notwithstanding any other provisions of this agreement, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the CONTRACTOR'S breach of the agreement or failure to perform in accordance with applicable professional standards, and the COUNTY may withhold payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the COUNTY from the CONTRACTOR is determined. The rights and remedies of the

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COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this agreement.

ARTICLE 9. INDEMNIFICATION / HOLD HARMLESS

The CONTRACTOR shall indemnify, defend and hold the COUNTY, its Departments, and its officers, employees, contractors, representatives and agents harmless from and against any and all claims, fines, demands, losses, damages and expenses, including attorney's fees, relating to or arising out of any negligent or intentional acts and/or omissions of the CONTRACTOR or any of its directors, officers, employees, contractors, representatives, or agents.

ARTICLE 10. MONITORING OF PERFORMANCE

The COUNTY shall have the right during the term of this agreement and for the period limited by the applicable statute of limitations to ensure that the services to be provided b the Contractor have been provided as agreed. The CONTRACTOR herby consents to the examination of the CONTRACTOR'S records and agrees to provide to or permit the COUNTY to obtain copies of any documents relating to the performance of this agreement. The CONTRACTOR shall maintain all records required by this paragraph for seven (7) years after the date this agreement is terminated or ends; whichever last occurs.

ARTICLE 11. INDEPENDENT CONTRACTOR

The CONTRACTOR, including all its officers, employees and agents agrees that their relationship to the COUNTY and any of its Departments or units, is that of an independent contractor, and said CONTRACTOR covenants and agrees that they will not conduct themselves as, nor hold themselves out as, nor claim to be an officer or employee of the COUNTY by reason hereof and that they will not claim, demand or make an application to or for any right or privilege applicable to an officer or employee of the COUNTY, including, but not limited to, Workers' Compensation coverage, Unemployment Insurance benefits, Social Security coverage, medical and/or dental benefits, or retirement membership or credit. As an independent contractor, the CONTRACTOR shall be solely responsible for determining the means and methods of performing the services and shall have complete charge and responsibility for the CONTRACTOR'S personnel engaged in the performance of the services. However, if any personnel of the CONTRACTOR act in a manner that is detrimental to the COUNTY, the COUNTY may require the CONTRACTOR to remove or replace such personnel with respect to the performance of services under this agreement.

ARTICLE 12. ASSIGNMENT

Neither party may assign or sub-contract this contract or any portion thereof, without prior written consent of the other party hereto.

EXAMPLE

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ARTICLE 13. REQUIRED PROVISIONS OF LAW

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Contract shall be physically amended to make such insertion.

ARTICLE 14. VENUES AND DISPUTES

The exclusive means of disposing of any dispute arising under this Agreement shall be decided in a New York State Court of competent jurisdiction located within Cortland County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the CONTRACTOR shall proceed diligently with performing the terms of this Agreement. The CONTRACTOR waives any dispute or claim not made in writing and received by the COUNTY within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

ARTICLE 15. REMEDIES

The remedies specified herein shall be cumulative and in addition to any other remedies available of law or in equity. Waiver of a breach of any provision of this Agreement shall not constitute a waiver of any other or future breach of the same provision or any other provision of the Agreement.

ARTICLE 16. NOTICES

All notices of any nature referred to in this agreement shall be in writing and sent by registered or certified mail, postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties may designate in writing.

To the CONTRACTOR:
Business Name:
Physical Address:
Mailing Address:
Contact Person:
Telephone #:
E-Mail Address:

To the COUNTY: County Administrator **(and)** _____
(Department originating contract)

County of Cortland
60 Central Avenue
Cortland, New York 13045

_____(contact person)
_____ (address)
_____

EXAMPLE

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ARTICLE 17. SEVERABILITY

In the event any provision hereof shall be held for any reason to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the remaining provisions of this agreement, which shall continue in full force and effect.

ARTICLE 18. WAIVER

No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 19. MODIFICATION

This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

ARTICLE 20. EXECUTORY CLAUSE

The COUNTY shall have no liability under this Agreement to the CONTRACTOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 21. RECORDS RETENTION AND AUDIT

A. The COUNTY, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. Additionally, the CONTRACTOR shall:

(i) Comply with any demands made by the COUNTY to provide information with respect to the payment of monies hereunder during the period covered by this paragraph;

(ii) Maintain its books and records in accordance with generally accepted accounting principles or such other method of account, which is approved in writing by the COUNTY prior to the date of this agreement;

(iii) Maintain the revenues and expenditures in connection with this agreement so they are separately identifiable;

(iv) Fully document each expenditure or claim for payment. Expenditure or claims for payment which are not fully documented may be disallowed;

(v) Agree to provide to or permit the COUNTY to examine or obtain copies of any documents relating to the payment of money to the CONTRACTOR or expenditures made by the CONTRACTOR for which reimbursement is made to the CONTRACTOR by the COUNTY;

EXAMPLE

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(vi) Maintain all records required by this paragraph for seven (7) years after the date this agreement is terminated or ends.

B. If the CONTRACTOR has expended, in any fiscal year, $750,000.00 or more in funds provided by the Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the COUNTY, the CONTRACTOR shall provide the COUNTY with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §7501, et seq., as amended, and the regulations adopted pursuant to such Act.

C. In addition to the foregoing, if this agreement is financed by Medicare reimbursements, then until the expiration of four (4) years after the furnishing of the services provided under this agreement, the CONTRACTOR will make available to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives, this agreement and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If the CONTRACTOR carries out the duties of the agreement through a subcontractor worth $10,000.00 or more over a 12-month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization's books and records.

ARTICLE 22. APPLICABLE LAW

This Agreement is governed by the laws of the State of New York. All disputes relating to this agreement shall be heard in a court of competent jurisdiction having venue in Cortland County.

ARTICLE 23. PRIVACY AND SECURITY (HIPAA)

(APPLICABLE TO ALL CONTRACTS FOR GOODS AND SERVICES WHICH RELATE TO MEDICAL RECORD-KEEPING)

The purpose of this clause is to set forth the requirements for privacy and security of protected health information ("PHI") mandated by 45 CFR Part 164 as they apply to the services provided by CONTRACTOR on behalf of COUNTY. Terms and conditions required relative to this agreement are incorporated and attached to this agreement as "Exhibit E".

EXAMPLE

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate (2 copies) each of which shall be deemed an original on the date written.

COUNTY OF CORTLAND

DATE: _____ BY:_____

PRINTED NAME:_____

TITLE:_____

Acknowledgement
STATE OF NEW YORK)
COUNTY OF CORTLAND) ss.:

On this_____day of_____, 20_, before me, the undersigned, a Notary Public in and for said State, personally appeared_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

CONTRACTOR: _____
(*name of company*)

DATE: _____ BY:_____

PRINTED NAME:_____

TITLE:_____

Acknowledgement

STATE OF NEW YORK)
COUNTY OF_____) ss.:

On this_____day of_____, 20___, before me, the undersigned, a Notary Public in and for said State, personally appeared_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

EXAMPLE

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

EXHIBIT A – ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS (APPENDIX A)

I hereby acknowledge that I have read, understand and agree to comply with the terms as outlined in Appendix A – Standard Clauses for New York State Contracts. Failure to comply may result in immediate termination of this agreement with potential legal recourse by the County.

Signed: _____ Date: 4/24/2023

Title: Executive Director of Operations

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

EXHIBIT B – DRUG FREE WORKPLACE

Whenever two or more Bids which are equal with respect to price, quality and service are received by the State or by any political subdivisions for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the Bids will be followed if none of the tied vendors have a drug free workplace process. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
4) In the statement specified in Subsection (1), notify that employees, that, as a condition of working of the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law in the United States or any state or Cortland County, for a violation occurring in the workplace no later than five (5) days after such conviction.
5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6) Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies with the above requirements.

Print Name: Adam Puccia Date: 4/24/2023

Signature: Title: Executive Director of operations

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

EXHIBIT C - NON COLLUSIVE BIDDING CERTIFICATE REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

Section 139D, Statement of Non-Collusion in bids to the State:

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 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 other 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 completion.

A Bid shall not be considered for award nor shall any award be made where 1, 2, 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 me under penalty of perjury under the laws of the State of New York, this _____ day of_____, 20____ as the act and deed of said corporation of partnership or sole proprietor.

If Bidders are a Partnership, complete the Following:

Names of Partners or Principals	Legal Residence
_____	_____
_____	_____
_____	_____
_____	_____

If Bidders are a corporation, complete the following:

	Name	Legal Residence
President	Michael J. Fay	Brewerton, NY
Vice President	Tracy L. Stauffer	Syracuse, NY
Secretary	Tracy L. Stauffer	Syracuse, NY
Treasurer	Tracy L. Stauffer	Syracuse, NY

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

Identifying Data:

Potential Contractor: ComSource, Inc
Address: 500 Plum St., Ste 400 Syracuse, NY 13204
Telephone #: 315 482-4115 Title: _____
E-Mail Address: info@comsourceny.com

If applicable, Responsible Corporate Officer
Name: Michael J. Fay Title: President

Signature: Michael J Fay

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

Legal name of person or firm	Legal name of person or firm
Name	Name
Title	Title
Address	Address

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

EXHIBIT D - CONFLICT OF INTEREST DISCLOSURE

Conflict of Interest Disclosure Form

Note: A potential or actual conflict of interest exists when commitments and obligations are likely to be compromised by the nominator(s)'other material interests, or relationships (especially economic), particularly if those interests or commitments are not disclosed.

This Conflict of Interest Form should indicate whether the nominator(s) has an economic interest in, or acts as an officer or a director of, any outside entity whose financial interests would reasonably appear to be affected by the contract. The nominator(s) should also disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest. Relevant Federally and organizationally established regulations and guidelines in financial conflicts must be abided by. Individuals with a conflict of interest should refrain from bidding and/or contracting.

Date: 4/24/2023

Name: Adam Puccia

Position: Executive Director of Operations

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

✓ I have no conflict of interest to report.

_____ I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own):

1. _____
2. _____
3. _____

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: Adam Puccia

Company: ComSource, Inc.

Date: 4/24/23

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

EXHIBIT E

PRIVACY AND SECURITY (HIPAA)

The purpose of this clause is to set forth the requirements for privacy and security of protected health information ("PHI") mandated by 45 CFR Part 164 as they apply to the services provided by CONTRACTOR on behalf of COUNTY.

(A) CONTRACTOR understands the importance of the privacy of a patient's PHI, and agrees to protect that right to the extent necessary under this Agreement and under current federal, state, and local regulations and laws. All PHI will be handled in a private and/or confidential manner. For purposes of this Agreement, PHI is any data or other information as defined by the Department of Health and Human Services in the Code of Federal Regulations, 45 CFR §164.501.

(B) Further, CONTRACTOR understands that County's patients are intended third-party beneficiaries of this Agreement, and have all the rights and privileges of any third-party beneficiary under current law.

(C) Uses and disclosures of PHI that are permitted are those necessary in order for CONTRACTOR to:

1. Properly manage and administer its functions.
2. Meet its legal responsibilities.
3. Provide data aggregation services relating to the health care operations of the COUNTY.
4. Make those disclosures required by law such as in situations of abuse, neglect, or domestic violence. The uses and disclosures permitted are limited to the PHI necessary to meet the requirements of the law that compels the use or disclosure.
5. Make disclosures in response to a judicial or administrative proceeding through a lawful process such as a subpoena or discovery request.

(D) The uses and disclosures of PHI that are required are those disclosures necessary:

1. For patients to review their PHI.
2. To provide an accounting of disclosures in accordance with 45 CFR §164.528.
3. To allow the Secretary of Health and Human Services to determine County's compliance with 45 CFR §164.504.

(E) CONTRACTOR shall make the following assurances to COUNTY:

1. CONTRACTOR agrees that it shall not use or disclose any patient's PHI for any purpose not expressly stated in this Agreement. Further, CONTRACTOR shall not use or disclose PHI in any manner or context prohibited by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and subsequent federal, state, and local

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

regulations. If CONTRACTOR does use or disclose PHI for a purpose not expressly stated in this Agreement, it shall immediately cease the unauthorized use or disclosure, and shall notify COUNTY in writing of such use or disclosure. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect known to it of a use or disclosure of PHI not allowed under this Agreement.

2. CONTRACTOR further agrees that any sub-contractors or other persons or entities not directly employed by CONTRACTOR who use or disclose PHI obtained from COUNTY, shall abide by terms of this clause of this Agreement. Any sub-contractor or other person or entity not directly employed by CONTRACTOR that has used or disclosed PHI without proper authorization (as defined in HIPAA and subsequent federal, state, and local regulations) shall be considered to have acted as an agent of CONTRACTOR, and have violated the terms of this Agreement. COUNTY may consider this use or disclosure a material breach of this Agreement.
3. By signing this Agreement, CONTRACTOR is assuring COUNTY it has met the minimum safeguards necessary to protect unauthorized use or disclosure of PHI to any person or entity not party to this Agreement. Such safeguards shall include the security safeguards outlined by the 1996 Health Insurance Portability and Accountability Act and subsequent federal regulation, including: physical access to PHI, technical access to PHI, and administrative policies and procedures addressing security of PHI.
4. Provider shall report to COUNTY any instance or circumstance in which PHI has been used or disclosed by an unauthorized person or entity, including accidental disclosure by CONTRACTOR. CONTRACTOR shall notify COUNTY in writing of any steps or procedural changes made to address the unauthorized use or disclosure.
5. Should COUNTY find PHI used or disclosed to CONTRACTOR to be inaccurate or incomplete, CONTRACTOR shall incorporate any amendments or corrections to the PHI at COUNTY's request.
6. CONTRACTOR will make PHI available to the individual who is the subject of the PHI for amendment. Such requests by the individual for their PHI from CONTRACTOR will be made through County. CONTRACTOR will incorporate any amendments to PHI that have been made by COUNTY by virtue of the individual's request for amendment.
7. CONTRACTOR will provide a timely accounting to the individual or to COUNTY, if requested by either, of the disclosures of an individual's PHI.
8. Should CONTRACTOR make any material alterations to the PHI while the PHI is in its possession, CONTRACTOR shall notify COUNTY of such alterations so that COUNTY may inform the patient who is the subject of the PHI.

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

9. At the termination of this Agreement, CONTRACTOR shall return or destroy to the satisfaction of COUNTY any PHI held or maintained by CONTRACTOR and retain no copies of such information. If COUNTY and CONTRACTOR mutually agree that returning or destroying the PHI is not feasible or permitted under law, the PHI will remain protected after this agreement ends for as long as CONTRACTOR maintains the information. Further uses or disclosures of the PHI will be limited to those purposes that make the return or destruction infeasible.

(F) If COUNTY determines CONTRACTOR has violated any of the above assurances, covenants or terms, the CONTRACTOR has committed a material breach of this Agreement. COUNTY may then provide CONTRACTOR with an opportunity to cure the breach or may terminate this Agreement and may report the violations to the Department of Health and Human Services ("HHS") or other federal or state entity for possible prosecution or sanctions.

(G) Both parties to this agreement agree that they will protect the integrity and confidentiality of any PHI being shared electronically.

(H) CONTRACTOR hereby gives COUNTY and the Department of Health and Human Services (or an agent acting on behalf of HHS) the express right to inspect any and all internal practices, books, and records relating to the use or disclosure of PHI by CONTRACTOR. If HHS suspects an unauthorized use or disclosure of PHI by CONTRACTOR, HHS is authorized to pursue an investigation into CONTRACTOR's activities for the purposes of determining whether an unauthorized use or disclosure of PHI has taken place.

(I) CONTRACTOR may have policies and procedures relating to privacy and security in place prior to the commencement of this Agreement. If, after reasonable investigation, COUNTY concludes CONTRACTOR's policies and procedures to be "adequate" protection of a patient's privacy rights relating to PHI, CONTRATOR may elect to continue to use its own policies and procedures. The term "adequate" in this clause means CONTRACTOR's policies and procedures meet the minimum privacy and security standards as set forth in COUNTY's privacy and security policies and procedures.

(J) COUNTY, through the appropriate Department will:

1. provide CONTRACTOR with its Privacy Notice;
2. provide CONTRACTOR with any changes in, or revocation of, permission by a patient to use or disclose PHI, if such changes affect CONTRACTOR's permitted or required uses or disclosures; and
3. notify CONTRACTOR of any restriction to the use or disclosure of PHI to which the COUNTY has agreed.

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

(K) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information (ePHI) that it creates, receives, maintains, or transmits on behalf of Cortland County.

(L) Ensure that any agent, including a subcontractor, to whom Contractor provides ePHI agrees to implement reasonable and appropriate safeguards to protect this information.

(M) Report to Security Officer of Cortland County any security incidents of which it becomes aware. (A security incident is defined as the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.)

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

EXHIBIT F – QUALIFICATION QUESTIONNAIRE

All vendors must complete this questionnaire in order to be included in the evaluation of the proposals. The information supplied will enable the County to determine whether or not the vendor has adequate personnel and facilities to properly perform the work.

1. Facility Name and Physical Address: ComSource, Inc.
   500 Plum Street, Suite 400, Syracuse, NY 13204
2. Normal Operating Hours:
   a. Weekdays 8 am to 5 pm
   b. Saturdays _____ am to _____ pm
   c. Sundays _____ am to _____ pm
   d. Holidays _____ am to _____ pm
3. Number of Years in Business: 34
4. Firm History (attach additional pages as necessary): doing business since 1989 delivering information technology solutions and financial stratagies, serving northeast commercial business, education, financial services, government and healthcare industries
5. Number of employees on your payroll: 48
6. Do any of your employees have any other special certifications or rating? Yes / (No)
   If yes, specify: _____
7. Do you have any special equipment that is available to service the County RFP? Yes / (No)
   If yes, specify: _____
8. What is the overall size of your facility? 10000 sq ft interior, secured building
9. Do you have a locked, ~~fenced~~ and secured storage area? (Yes) / No interior
10. How far in advance must appointments be scheduled? one business day
11. In case of emergency, will you accommodate the County with same day services when possible?
    (Yes) / No
12. Shop Distance from 60 Central Avenue, Cortland, NY 31 miles

In submitting this proposal, it is understood that the unrestricted right is reserved by the County in making the award to reject any and all proposals or parts thereof, or to waive any informalities or technicalities in said bids. The undersigned hereby certifies that this bid is genuine, and not a sham or collusive, or made in the interest or in behalf of any person, firm or corporation not herein named; that the undersigned has not directly or indirectly induced or solicited any bidder to refrain from bidding, and that the undersigned has it, in any manner, sought by collusion to secure for himself and advantage over any another bidder.

Denise R. Hanlon — PRINT NAME

SIGNATURE (Must be 50% Company Owner)

Owner/Director/Chairman, Board of Directors — TITLE

4/24/23 — DATE

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APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

October 2019

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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 $25,000, 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 § 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, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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-

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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 (2 NYCRR § 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 Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of

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$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 clause. 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

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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 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) 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, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

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.

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 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: https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012

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

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

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

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
ComSource, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
500 Plum St., Suite 400

Requester's name and address (optional)

6 City, state, and ZIP code
Syracuse, NY 13204

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
16 - 1346170

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Jasmine Lacy Date ▶ 01/01/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marshall & Sterling Upstate, Inc.
25 Mohawk Avenue
Scotia NY 12302

CONTACT NAME: Lisa Reed
PHONE (A/C, No, Ext): (518) 384-1100 **FAX (A/C, No):** (518) 384-0193
E-MAIL ADDRESS: lreed@marshallsterling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Underwriters Ins. Co.	30104
INSURER B: Hartford Accident & Indemnity	22357
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
ComSource, Inc.
500 Plum Street, Suite 400
Syracuse NY 13204

COVERAGES **CERTIFICATE NUMBER:** CL2291626572 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			01SBAAN4TDL	09/22/2022	09/22/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			01UECFG8836SB	09/22/2022	09/22/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			01SBAAN4TDL	09/22/2022	09/22/2023	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		01WBCAH4YTC	09/22/2022	09/22/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
Proof Only

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

State of New York
Department of State } ss:

018835

I hereby certify that I have compared the annexed copy with the original document filed by the Department of State and that the same is a correct transcript of said original.

Witness my hand and seal of the Department of State on MAR 14 1989

Secretary of State

380507-004 (12/87)

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

CERTIFICATE OF INCORPORATION

OF

ComSource, Inc.

Pursuant to Section 402 of the Business Corporation Law

The undersigned, being over the age of eighteen (18) years, under Section 402 of the Business Corporation Law of the State of New York, does hereby set forth:

FIRST: The name of the Corporation is:

ComSource, Inc.

SECOND: The purposes for which it is formed are to do any and all of the things hereafter set forth to the same extent as natural persons might or could do in any part of the world, namely:

To engage in any lawful act or activity for which a corporation may be organized under the Business Corporation Law of the State of New York. The Corporation is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

To acquire and take over as a going concern and thereafter to carry on the business of any person, firm or corporation engaged in any business which this Corporation is authorized to carry on, and in connection therewith to acquire the good will and all or any of the assets, and to assume or otherwise provide for all or any of the liabilities of any such business.

To enter into, make, perform, and carry out contracts of every sort and kind which may be necessary or convenient for the business of the Corporation or business of a similar nature, with any person, firm, corporation, private, public or municipal body politic under the government of the United States or any state, territory or colony thereof, or any foreign government, so far as, and to the same extent that the same may be done and performed by corporations organized under the Business Corporation Law.

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

To do all and everything necessary, suitable and proper for the accomplishment of any of the purposes, the attainment of any of the objects or the furtherance of any of the powers hereinabove set forth, either alone or in conjunction with other corporations, firms or individuals and either as principals or agents, and to do every other act or acts, thing or things, incidental or appurtenant to or growing out of or connected with the aforesaid objects, purposes or powers of any of them.

This foregoing enumeration of specific powers shall not be deemed to limit or restrict in any manner the general powers of the Corporation, and the enjoyment of and exercise thereof, as conferred by the laws of the State of New York upon corporations organized under the provisions of the Business Corporation Law.

THIRD: The office of the Corporation shall be located in the County of Onondaga, State of New York.

FOURTH: The aggregate number of shares which the Corporation shall have the authority to issue is Two Hundred (200), all of which are to be without par value.

FIFTH: The shares without par value shall be issued and sold for such consideration as from time to time may be fixed by the Board of Directors.

SIXTH: Each stockholder of record shall be entitled at all meetings of the Corporation, and in any other matter requiring a vote, to one (1) vote for each share of stock standing in his name upon the books of the Corporation.

SEVENTH: The Secretary of State of the State of New York is designated as the agent of the Corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against it served upon him is:

841 Middle Road
Oneida, New York 13421

IN WITNESS WHEREOF, I have hereunto signed my name and acknowledged this Certificate of Incorporation this 8th day of March, 1989.

David A. Holstein

David A. Holstein
90 Presidential Plaza
Syracuse, New York 13202

2

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On this 8th day of March, 1989, before me personally appeared David A. Holstein, to me known and known to me to be the individual described in and who executed the foregoing Certificate of Incorporation; and he duly acknowledged to me that he executed the same.

Jill L Robinson
Notary Public

JILL L. ROBINSON
Notary Public in the State of New York
Qualified in Onondaga County No. 4509702
My Commission Expires March 30, 19 6/30/89

3

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

MAR 13 11 00 AM '89

358008

3/13 88

MAR 14 9 45 AM '89

FILED

CERTIFICATE OF INCORPORATION

OF

ComSource, Inc.

Pursuant to Section 402 of the Business Corporation Law

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED MAR 14 1989
AMT. OF CHECK $ 130
FILING FEE $ 100
TAX $
COUNTY FEE $
COPY $ 10
CERT $
REFUND $
SPEC HANDLE $ 10
BY:

Onondaga

BILLED

SCOLARO, SHULMAN, COHEN, LAWLER & BURSTEIN, P. C.
ATTORNEYS AND COUNSELORS AT LAW
90 PRESIDENTIAL PLAZA
SYRACUSE, NEW YORK 13202
TELEPHONE (315) 471-8111

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

NYS DEPARTMENT OF STATE

FILING RECEIPT INCORPORATION (BUSINESS)

CORPORATION NAME

CONSOURCE, INC.

DATE FILED	DURATION & COUNTY CODE	FILM NUMBER	CASH NUMBER
02/14/89	P ONON	B752273-4	358000

NUMBER AND KIND OF SHARES	LOCATION OF PRINCIPAL OFFICE
200 NPV	

*E

ADDRESS FOR PROCESS	REGISTERED AGENT
THE CORP 841 MIDDLE ROAD ONEIDA NY 13421	

FEES AND/OR TAX PAID AS FOLLOWS

AMOUNT OF CHECK $_____ AMOUNT OF MONEY ORDER $ 00130.00 AMOUNT OF CASH $_____

$ 6.00 DOLLAR FEE TO COUNTY

$ 100.00 FILING
$ 00010.00 TAX
$ 10.00 CERTIFIED COPY
$ CERTIFICATE
010.00 MISCELLANEOUS
TOTAL PAYMENT $ 0000130.00

REFUND OF $

TO FOLLOW

FILER NAME AND ADDRESS

SCOLARO SHULMAN COHEN LAWLER
& BURSTEIN, P.C.
90 PRESIDENTIAL PLAZA
SYRACUSE NY 13202

380604-003 (8/84) GAIL S SHAFFER - SECRETARY OF STATE

FILING RECEIPT

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME: COMSOURCE, INC.

DOCUMENT TYPE: CHANGE (DOM. BUSINESS) COUNTY: ONON
PROCESS

FILED:09/15/2020 DURATION:********* CASH#:200915000067 FILM #:200915000067

FILER:

TRACY STAUFFER
COMSOURCE, INC.
500 PLUM STREET, SUITE 400
SYRACUSE, NY 13204

ADDRESS FOR PROCESS:

THE CORPORATION
500 PLUM ST. SUITE 400
SYRACUSE, NY 13204

REGISTERED AGENT:

SERVICE COMPANY: ** NO SERVICE COMPANY ** SERVICE CODE: 00

FEES	30.00	PAYMENTS	30.0
FILING	30.00	CASH	0.0
TAX	0.00	CHECK	0.0
CERT	0.00	CHARGE	30.0
COPIES	0.00	DRAWDOWN	0.0
HANDLING	0.00	OPAL	0.0
		REFUND	0.0

DOS-1025 (04/2007

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

CERTIFICATE OF INCUMBENCY

I, the undersigned, hereby certify the following:

1. I am the duly elected, qualified, and acting Vice President of ComSource, Inc., a New York corporation ("Corporation").

2. The following person is duly authorized to bind the Corporation to contracts and agreements, including requests for proposals, bids, reseller agreements, partner agreements and any other contracts or agreements, and the signature set opposite his name and title is his genuine signature.

NAME	OFFICE	SIGNATURE
Adam Puccia	Executive Director of Operations	

Signature:

Name: Tracy L. Stauffer

Title: Vice President

Dated: March 9, 2023

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

ComSource
People • Technology • Possibility

500 Plum Street
Syracuse, NY 13204
315-682-4115

ComSource Company Highlights

- 34 Years in Business
- Headquartered in Syracuse, NY
- 50+ Technology Partners
- Network Operations Center (NOC) – Syracuse, NY
- Provide Professional & Managed Services
- Support Public & Private Sector Clients
- Financial Services & Leasing Support
- Toll-Free Number: 1-800-724-2710
- Website Address: www.comsourceny.com
- Dedicated Contract Liaison: Ron Terra

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

ComSource
People • Technology • Possibility

500 Plum Street
Syracuse, NY 13204
315-682-4115

Women Owned Business (WBE)

We are pleased to report that we are a 100% woman owned business! Denise R. Hanlon is the 100% beneficial owner of ComSource. Our Board of Directors is comprised of 50% women, including Denise Hanlon and Tracy Stauffer (ComSource CFO). Our day-to-day management is also 50% women, comprised of Mike Fay and Tracy Stauffer.

WBENC and NYS certifications requires the woman owner also control, operate and manage the business. Ms. Hanlon owns and has control of the business but a different (non-owner) woman "operates and manages" the business. Due to this technicality, ComSource can't actually obtain a certification, however we are in fact a woman owned business which is co-managed and operated by a woman.

ComSource recently won both "Business of the Year" (companies less than 50 employees) and "Best Places to Work" awards. As a high performing woman owned business, we hope to be able to provide you with our high level of service and very competitively priced technology solutions.

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

ComSource
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500 Plum Stre
Syracuse, NY 132
315-682-41

List of References

- **Oneida County Information Technology**

  Chuck Klein
  cklein@ocgov.net
  315-798-6471

- **Cayuga County**

  Thomas Bunn
  tbunn@cayugacounty.us
  (315) 253-6395

- **Onondaga County**

  Kevin Sexton
  Kevinsecton@ongov.net
  (315) 435-2441

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

December 9, 2022

ComSource, Inc.
500 Plum Street
Syracuse, NY 13204

RE: Dell EMC Partner Program - Authorized Reseller

Dear ComSource, Inc.,

This letter confirms that as of the date written above, you are a Dell EMC authorized reseller participating in the Dell EMC Partner Program. This relationship authorizes you to resell Dell EMC products and services to commercial end-users[1] in accordance with the Dell Reseller Terms of Sale, or your EMC Channel Purchase Agreement as applicable.

Please feel free to contact us if you have any additional questions regarding this letter. We look forward to doing business with you.

Warm regards,

Joyce Mullen
President, Global Channels, OEM Solutions & IoT
Dell EMC

[1]This letter is not an authorization to resell Dell EMC products to Public or Federal end-users or to end-users prohibited by the Dell EMC Partner Program Agreement, the Dell Reseller Terms of Sale, Partner's existing EMC Channel Purchase Agreement, or any reseller terms applicable to products from a Dell EMC Strategically Aligned Business. Federal end-user means the United States Government or other entities as authorized in GSA Order ADM 4800.2 as amended (collectively, "Federal End-Users") or utilizing Dell IT assets in support of USG contracts and/or for internal use as a normal course of business, as approved by Dell.

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

Hewlett Packard Enterprise

Hewlett Packard Enterprise Company
11445 Compaq Center
Drive WEST
Houston TX, 77070

aruba
a Hewlett Packard Enterprise company

January 10, 2022

COMSOURCE INC.
500 Plum St
Syracuse, NY, 13204-1496
HPE Partner Agreement #: US-608262

To whom it may concern:

COMSOURCE INC is an HP Enterprise / Aruba Authorized Partner in the US, which includes access to all commercial products and the services associated with them – not requiring additional authorization and includes all Open products from an authorized HPE US Commercial Distributor, for resale to end user customers in the USA.

HPE Point of Contacts for Partner Authorization verification are listed below:
Support Team: AMSpartnersupport@hpe.com / 1-888-629-6914

Customers can also locate or confirm partners through the HPE Partner Locator at http://findapartner.hpe.com/

Sincerely,

Shelly D Deal

Shelly D. Deal
AMS Lead, PFS BRM Global Partner Contracts
Sales Operations

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

VERTIV.

ROBERT SILKOWITZ
Director Public Sector
Mission Critical Solutions, Capitol Office
O +703 726 4008
M +703 298 8889
E Bob.Silkowitz@VertivCo.com

September 3, 2022

ComSource, Inc.
500 Plum Street, Suite 400
Syracuse, NY 13204

RE: Letter of Authorization

This letter authorizes ComSource, Inc. to purchase and resell all Vertiv products and services.

If you have any questions please contact me via the numbers listed above.

Sincerely,

Robert Silkowitz
Director, IT Solutions, Public Sector
Vertiv
44611 Guilford Drive, Suite 180
Ashburn, VA 20147

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

Certificate of Authorized Reseller

Date: 04/25/2023

Fortinet, Inc. operates through a channel of independent distributors and resellers. Therefore, Fortinet hereby confirms that: ComSource, Inc.

Having its registered place of business at:
500 Plum Street, Syracuse, NY 13204 United States;

is currently an authorized FortiPartner and is currently authorized throughout US to sell Fortinet products as a partner with the following designations:

- Level of Engagement: Advocate
- Business Model: Integrator

This certificate is issued as of the date shown above, and is valid for 180 days from this date.

Provided the FortiPartner identified above has purchased applicable support services from Fortinet and the applicable support services have been effectively registered and contracted with Fortinet, Fortinet agrees and undertakes that Fortinet would provide support for the applicable Fortinet products according to the terms of the support agreement, available at https://support.fortinet.com. Fortinet Products are shipped subject to the terms of its then-current End User License Agreement, available at http://www.fortinet.com/doc/legal/EULA.pdf, which sets forth Fortinet's warranty.

This certificate is subject to the FortiPartner maintaining its FortiPartner Agreement with Fortinet and to Fortinet's FortiPartner guidelines. Fortinet's partner program and its guidelines are available for review at http://www.fortinet.com/partners/partner_program/fpp.html. Notwithstanding anything to the contrary herein, authorized FortiPartners do not represent Fortinet and can not make statements that are binding on behalf of Fortinet.

Manufacturer Confirmation

Gonzalo Ruiz
VP of Legal and Compliance Americas

FORTINET, INC.
899 Kifer Road
Sunnyvale, CA 94086

Telephone: +1-866-868-3678
Email: sales@fortinet.com
Website: www.fortinet.com

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

Cortland County 911

Quote # 012432
Version 1

Prepared for:
Cortland County

Prepared by:
Ron Terra

ComSource, Inc
500 Plum St Suite 400 Syracuse, NY 13204
www.comsourceny.com

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

ComSource
People • Technology • Possibility

Cortland County

Ron Terra
rterra@comsourceny.com | 315-682-4115

Wednesday, April 26, 2023

Cortland County
Jack Hess
60 Central Ave
Cortland , NY 13045
jhess@cortland-co.org

Dear Jack ,

Your partners at ComSource are pleased to offer you and Cortland County the following quote. Please let us know if you have any questions or need for additional information.

In addition, ComSource Financial Services is also available to offer competitive lease rates for the equipment herein if you so desire.

Thank you Jack . We appreciate and thank you for your business.

Ron Terra
Regional Sales Manager
ComSource, Inc

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

ComSource
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Cortland Coun
Ron Ter
rterra@comsourceny.com | 315-682-41

Adder Boxes

Part Number	Product Description	List Price	Price	Qty	Ext. Pric
CCS-PRO4-US-SST	CCS-PRO4-US Adder Command and Control Switch Pro 4 port	$950.00	$915.05	15	$13,725.7
CCS-PRO4-SS	CCS-PRO4-US Adder Command and Control Switch PRO 4 por	$829.00	$827.78	15	$12,416.7
CCS-PRO4-CC-SS	CCS-PRO4-US MOQ 15 Adder Command and Control Switch PRO 4 port NCNR	$829.00	$809.08	15	$12,136.2
	Subtotal:				$38,278.6

24 Inch Monitor - PM20820

Part Number	Product Description	List Price	Price	Qty	Ext. Pric
210-BDKE	**Dell 24 Monitor**	**$419.99**	**$300.67**	**70**	**$21,046.9**
210-BDKE	Dell 24 Monitor - P2423D, 60.5cm (23.8")				
814-5380	Dell Limited Hardware Warranty				
814-5381	Advanced Exchange Service, 3 Years				
	Subtotal:				$21,046.9

32 Inch Monitor - PM20820

Part Number	Product Description	List Price	Price	Qty	Ext. Pric
AA340004	Samsung U32J590UQN 32 Inch LED monitor - Flat Panel 60Hz Monitor	$443.00	$422.86	6	$2,537.1
	Subtotal:				$2,537.1

Precision 5820 Tower - PM20820

Part Number	Product Description	List Price	Price	Qty	Ext. Pric
210-ANJK	**Precision 5820 Tower XCTO Base**	**$4,216.29**	**$2,587.27**	**30**	**$77,618.1**
210-ANJK	Precision 5820 Tower XCTO Base				
338-BUNV	Intel (R) Core (TM) i9-10900X 3.7GHz,(4.7GHz Turbo, 10C, 19.25MB Cache, HT, (165W), DDR4-2933 Non-ECC)				
389-CGEV	Intel(R) Core(TM) i9 Label				
412-AALF	CPU Heatsink 5820 Tower				
321-BGTP	Precision 5820 Tower Core X 950W PCIe FlexBay Chassis CL FMX				
490-BHQC	Nvidia RTX A2000, 6GB, 4 mDP to DP adapter (Precision 7920R, 7920T, 7820, 5820, 3930)				
370-AFGF	32GB, 2x16GB, DDR4 UDIMM non-ECC memory				
631-ABML	No Out-of-Band Systems Management				
414-BBBV	Intel NVMe PCIe SSD (Front PCIe FlexBay)				
321-BDWI	Intel Integrated controller (RST-e) with 1-2 Front FlexBay NVMe PCIe Drives				
400-AVDR	Dell M.2 carrier				
401-ABJR	M.2 1TB PCIe NVMe Class 40 Solid State Drive				

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

ComSource
People • Technology • Possibility

Cortland County

Ron Terra
rterra@comsourceny.com | 315-682-4115

Precision 5820 Tower - PM20820

Part Number	Product Description	List Price	Price	Qty	Ext. Price
400-AKZR	No Hard Drive				
400-AKZR	No Hard Drive				
400-AKZR	No Hard Drive				
429-ABER	No Optical				
619-AQCE	Windows 11 Pro, English, French, Spanish				
400-AKZR	No Hard Drive				
400-AKZR	No Hard Drive				
780-BBCJ	No SATA RAID				
429-ABEP	Slim filler panel (no opt.)				
411-XXYB	GPT is 100% required for all order				
658-BCSB	No Microsoft Office License Included				
580-ADJC	Dell KB216 Wired Keyboard English				
570-ABIE	Dell Optical Mouse - MS116 (Black)				
540-BBZX	Intel X550-T2 10GbE NIC, Dual Port, Copper				
329-BBJL	Trusted Platform Module (Discrete TPM Enabled)				
470-AAKG	US Power Cord				
340-BYNM	Placemat 5820 Tower MUI DAO				
430-XXYU	Resource DVD not Included				
387-BBBE	Not ENERGY STAR Qualified				
640-BBSC	Dell Optimizer for Precision				
328-BCRU	Ship Material Tower 5820,7820				
340-AEYP	SHIP,PWS,LNK,NO,NO,AMF				
389-CGKH	T5820 950W Regulatory Label (DAO)				
525-BBCL	SupportAssist				
640-BBLW	Dell(TM) Digital Delivery Cirrus Client				
658-BBMQ	Enable Low Power Mode				
658-BCUV	Dell Developed Recovery Environment				
989-3449	Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport				
997-7163	Dell Limited Hardware Warranty Plus Service				
997-7188	ProSupport: Next Business Day Onsite 3 Years				
997-7208	ProSupport: 7x24 Technical Support, 3 Years				
	Subtotal:				$77,618.10

Microsoft Licensing - NCPA 01-97

Part Number	Product Description	List Price	Price	Qty	Ext. Price
269-17195	OFFICE PRO 2021 ESD	$439.99	$365.25	14	$5,113.50
	Subtotal:				$5,113.50

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

ComSource
People • Technology • Possibility

Cortland Coun
Ron Ter
rterra@comsourceny.com | 315-682-41

Rack, 4 pole 47QTCA21D00BD

Description		Price	Qty	Ext. Price
11712VH	**RPDU BASIC STD 20A 120V 1.9KW V 24 NEMA**	$295.90	6	$1,775.40
	Subtotal:			$1,775.40

Verrtiv 47QTCA21D00BD

Part Number	Product Description	List Price	Price	Qty	Ext. Price
GXT5LI-5000MVRT3UXLN	GXT5 LI 5000VA 208/120V RT XL UPS	$12,300.00	$6,765.00	6	$40,590.00
	Subtotal:				$40,590.00

Liebert 47QTCA21D00BD

Part Number	Product Description	List Price	Price	Qty	Ext. Price
VP0N3202	GXT5 LI PDU EXTD H/W INPUT 4 NEMA L14-30	$3,300.00	$6,765.00	12	$81,180.00
	Subtotal:				$81,180.00

Vertiv Bateries 47QTCA21D00BD

Part Number	Product Description	List Price	Price	Qty	Ext. Price
14800576	5YR PAPGXT-LITHIUM 5-6KVA SVC W RMV	$2,380.00	$1,556.50	10	$15,565.00
	Subtotal:				$15,565.00

Aruba NCPA 01-96

Part Number	Product Description	List Price	Price	Qty	Ext. Price
H89U4E	ARUBA 1Y FOUNDATION CARE NBD SVCS EXCH 6200M 24G SVC PL-LS	$375.00	$336.83	2	$673.66
R8Q67A	ARUBA 6200M 24G 4SFP+ SW PL-WB PERP	$6,709.00	$5,005.13	2	$10,010.26
JL085A#ABA	ARUBA X371 12VDC 250W PS US PWR PL-WB	$689.00	$416.84	4	$1,667.36
R8S89A	ARUBA 6300M 24SR CL6 POE 2P50G SVCS 2P25G SW PL-WB	$18,899.00	$14,027.04	4	$56,108.16
H63B2E	ARUBA 1Y FOUNDATION CARE NBD SVCS EXCH 6300M 24SR POE SVC PL-LS	$1,176.00	$1,051.05	4	$4,204.20
JL086A#ABA	ARUBA X372 54VDC 680W PS US PWR PL-WB	$929.00	$562.04	8	$4,496.32
	Subtotal:				$77,159.96

Switches NCPA 01-96

Part Number	Product Description	List Price	Price	Qty	Ext. Price
FS-T1024E	LAYER 2/3 FORTIGATE SWITCH PERP CONTROLLER COMPATIBLE SWITCH WITH	$12,989.00	$9,709.28	4	$38,837.12
FC-10-T1E24-247-02-36	3YR 24X7 FC CONTRACT F/ SVCS FORTISWITCH-T1024E	$3,896.70	$3,136.84	4	$12,547.36
FS-424E-FPOE	LAYER 2/3 FORTIGATE SWITCH CTLRPERP COMPATIBLE POE+ SWITCH W/24XGE RJ45	$2,721.00	$2,033.95	2	$4,067.90

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

ComSource
People • Technology • Possibility

Cortland County

Ron Terra
rterra@comsourceny.com | 315-682-4115

Switches NCPA 01-96

Part Number	Product Description	List Price	Price	Qty	Ext. Price
FC-10-S424F-247-02-36	3YR 24X7 FORTICARE CONTRACT FORSVCS FORTISWITCH-424E-FPOE	$816.30	$657.12	2	$1,314.24
FG-201F	18XGE RJ45 INCL 1XMGMT PORT PERP 1XHA PORT 16XSWITCH PORTS 8XGE SFP	$6,966.00	$4,406.00	2	$8,812.00
FC-10-F201F-247-02-36	3YR 24X7 FORTIGATE-201F SVCS FORTICARE CONTRACT	$4,179.60	$3,364.58	2	$6,729.16
	Subtotal:				$72,307.78

Professional Services Summary - GSA 47QTCA21D00BD

Description		Price	Qty	Ext. Price
R-Options	**R-Options Installation per SOW**	$20,010.37	1	$20,010.37
	Subtotal:			$20,010.37

Summary of Work

This quote includes the labor and materials to install a total of (47) new Category 6 and Category 6A Cables. Below is a breakdown of the cabling locations.

Director will receive (2) Category 6A Cables for a work station and (1) Category 6 Cable for a phone.

Deputy Director will receive (2) Category 6A Cables for a work station and (1) Category 6 Cable for a phone.

Communications Supervisor will receive (2) Category 6A Cables for the County Work station and (2) Category 6A Cables for the Spillman Work Station.

Dispatch 1-7 will all receive (2) Category 6A Cables for the County Work station and (2) Category 6A Cables for the Spillman Work Station.

We will install (8) Category 6 Cables for A/V Equipment in the conference room.

We will install (1) new category 6 cable for the Toshiba Copier.

All new cables will be a home run from the data closet.

All new cables installed will be clearly labeled and tested

Materials

Description		Price	Qty	Ext. Price
Parts	**Materials to complete services**	$12,447.93	1	$12,447.93

Category 6A Plenum Cable 10gig-Xe slim white 10,000 ft

Category 6 Plenum Cable 1,500 ft

Hubbell 48 port Excelerator Jack Panel 1 ea

10 Gig Cat 6A Black Insert 72 ea

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

ComSource
People • Technology • Possibility

Cortland Coun
Ron Ter
rterra@comsourceny.com | 315-682-41

Materials

Description	Price	Qty	Ext. Pric
Hubbell Black Category 6 Jack with Cobra-Lock Termination 22 ea			
Hubbell 2 Port Faceplate Office White 25 ea			
Low Voltage Plate Single Gang 25 ea			
Hubbell Blank Insert Office White 3 ea			
K Clip for Grid Wire 100 ea			
2" J-Hook, Cable Support 50 ea			
Bridle Ring 2" w/Saddle 10 - 24 Thread 100 ea			
Category 6A Patch Cord 1' White 47 ea			
Category 6A Patch Cord 5' White 47 ea			
Category 6 Patch Cord 5' White booted 11 ea			
	Subtotal:		$12,447.9

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

ComSource
People • Technology • Possibility

Cortland County
Ron Terra
rterra@comsourceny.com | 315-682-4115

Cortland County 911

Prepared by:
ComSource, Inc
Ron Terra
315-682-4115
rterra@comsourceny.com

Prepared for:
Cortland County
60 Central Ave
Cortland , NY 13045
Jack Hess

jhess@cortland-co.org

Quote Information:
Quote #: 012432
Version: 1
Delivery Date: 04/26/2023
Expiration Date: 05/24/2023

Quote Summary

Description	Amount
Adder Boxes	$38,278.65
24 Inch Monitor - PM20820	$21,046.90
32 Inch Monitor - PM20820	$2,537.16
Precision 5820 Tower - PM20820	$77,618.10
Microsoft Licensing - NCPA 01-97	$5,113.50
Rack, 4 pole 47QTCA21D00BD	$1,775.40
Vertiv 47QTCA21D00BD	$40,590.00
Liebert 47QTCA21D00BD	$81,180.00
Vertiv Bateries 47QTCA21D00BD	$15,565.00
Aruba NCPA 01-96	$77,159.96
Switches NCPA 01-96	$72,307.78
Professional Services Summary - GSA 47QTCA21D00BD	$20,010.37
Materials	$12,447.93
Total:	$465,630.75

ComSource can offer a wide range of Financial, Professional, and Managed Services for your organization.

Pricing does not include taxes, freight or installation, if applicable, unless otherwise stated. Payment Terms – Net 30. Pricing is valid for 30 days, unless otherwise stated. Invoice payments are accepted via Check, ACH, or Wire Transfer. We do not accept credit card payments. We reserve the right to withdraw or modify this proposal at any time due to tariff or manufacturer related price increases. Sales tax rates are subject to change. Purchases will be taxed at the rate effective at the time of billing. We reserve the right to cancel orders arising from pricing or other errors.

ComSource, Inc

Signature: _____
Name: Ron Terra
Title: Regional Sales Manager
Date: 04/26/2023

Cortland County

Signature: _____
Name: Jack Hess
Date: _____

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

Request for Proposals
Computer Workstations and Related Equipment

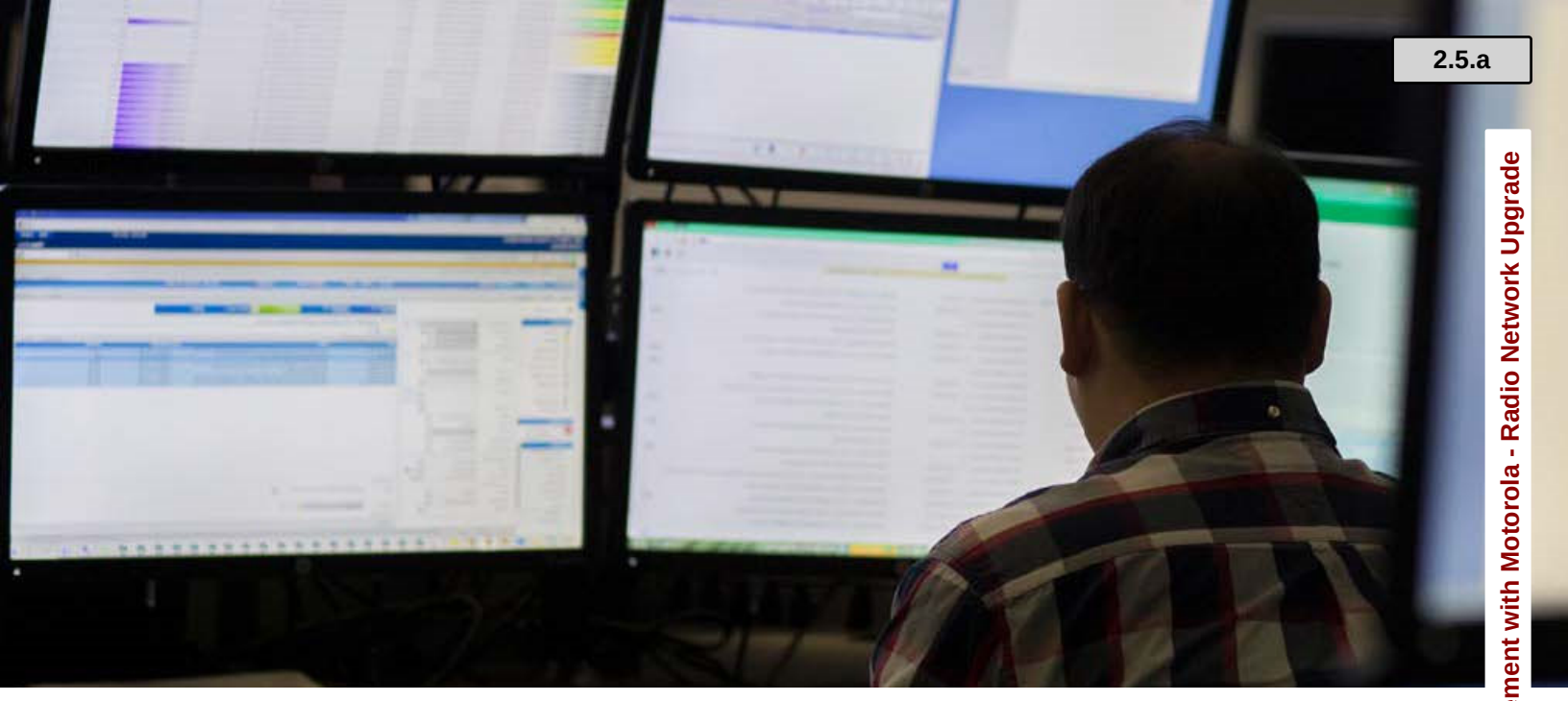
March 13, 2023

Item	Descripiton/Minimum specifications	Quantity	Price	Total
Adder Boxes	CCS-Pro4	15	2551.91	$38,278.65
Monitors, 24"	16:9 IPS panel DisplayPort | HDMI QHD 2560x1440 at 60 Hz	70	$300.67	$21,046.90
Monitors, 32"	4k resolution 3840x2160 at 60 Hz DisplayPort | HDMI	6	$422.86	$2,537.16
Dispatch Workstations	Microsoft Windows 11 Pro			
* NIC	Dual (2) 10Gb NIC - copper			
* RAM	32GB RAM			
* Hard drive	1TB SSD hard drive			
* Processor	Intel I9 processor			
* Year warranty	Minimum of 3 year warranty			
* Graphics card	Option 1: * Capable of support 4 HD DisplayPort monitors * Minimum of 4GB graphic memory	30	$2,587.27	$77,618.10
	Option 2: * Capable of support 4 HD DisplayPort monitors * Minimum of 8GB graphic memory	30		$0.00
* Keyboard - wired				
* Mouse - wired				
Microsoft Office		14	$365.25	$5,113.50
Racks, 4 pole		6	295.9	$1,775.40
Rack mounted UPS	Vertiv Liebert, GXT5LI-5000MVRT3UXLN	6	6765	$40,590.00
UPS rack distribution	Liebert, VP0N3202	12	6765	$81,180.00
UPS for workstations	1,500 watts, lithium batteries	10	1556.5	$15,565.00
KVM	* Able to handle at least 16 devices * IP-based	1		No Bid
Switch equipment				
	24 port, 10GB, copper	4		$64,808.68
	24 port, 1GB * HPE/Aruba * Redundant power supplies	2		$12,351.28
Optional equipment				
	Fatpipe WARP - Router Load Balancing	2	36153.89	$72,307.78
	Palo Alto PA850 - Firewall * 4 - 1Gb SFP * 4 - 10GB SFP	1		$0.00
PS	labor and materials to install a total of (47) new Category 6 and Category 6A Cables	1	$32,458.30	$32,458.30

Review the Notes tab

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)

Attachment: RFP-22W-ComSource (11485 : Award Bid - Computer & Network Equipment - 22 West Court Street - DoERC)



Proposal

Cortland County, NY

MPLS Layer Addition to Microwave System

April 25, 2023

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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MOTOROLA SOLUTIONS

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123 Tice Boulevard, Suite 202
Woodcliff Lake, NJ 07677

Telephone: +1 201.949.5500
Fax: +1 201.949.5799

April 25, 2023

Scott Roman, Director
Cortland County Emergency Response & Communications
54 Greenbush Street, Suite 201
Cortland, New York 1045

Subject: Proposal for MPLS Layer Addition to Microwave System

Dear Director Roman:

Motorola Solutions, Inc. (“Motorola”) is pleased to present the County of Cortland (“the County”) with this firm proposal for a Microwave MPLS Upgrade to your existing system. The development of this proposal provided us an opportunity to evaluate our current mutual business and further explore the means by which we can fulfill the County’s microwave connectivity needs.

The information in this proposal is provided to assist in you in moving the microwave upgrade project forward. We have provided a solution in our proposal taking into consideration the County’s requirements coordinated with detailed information and pricing.

As the industry’s premier supplier of radio and integrated solutions, Motorola possesses many unique capabilities. These capabilities allow us to offer our customers effective solutions to their complex operational issues. Our primary goal is to provide the County with a solution that improves the safety level of your employees and citizens. Simultaneously, we are committed to contributing to the County’s increased productivity and organizational profitability, while always ensuring customer satisfaction.

Pricing for equipment and services in this proposal is consistent with New York State OGS #PT68722 Equipment and Services contract pricing. This proposal shall remain valid for a period of 120 days from the date of this cover letter. Cortland County may accept the proposal by delivering a signed purchase order to Motorola Solutions, Inc.

Questions or inquiries may be addressed to Rick Angelillo at 201-390-6814. We look forward to your positive review of our proposal, to subsequent discussions, and to helping the County achieve its communications goals and objectives.

Sincerely,

MOTOROLA SOLUTIONS, INC.

Roy Kirchner
MSSSI Vice President Territory 2

Attachment: Cortland County MPLS Layer Addition to Microwave System (11486 : Authorize Agreement with Motorola - Radio Network Upgrade

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Attachment: Cortland County MPLS Layer Addition to Microwave System (11486 : Authorize Agreement with Motorola - Radio Network Upgrade

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Section 1

System Description

1.1 Overview

Motorola Solutions, Inc. is proposing to Cortland County, NY (the County) a backhaul solution replacement. Currently Cortland County operates on a loop switched Extreme Networks Layer 2 system that is vulnerable to broadcast storms and challenging to expand if additional links are added. The Multi-Protocol Label Switching (MPLS) technology introduced as part of this proposal will allow greater flexibility for expansions in the future, as well as provide a Layer 3 backhaul system for the Motorola Dispatch and IP Simulcast sites within Cortland County.

1.1.1 MPLS Routing System

Motorola Solutions proposes a Nokia MPLS network, which will provide a highly reliable system of service routers and management software to deliver a wide range of Ethernet and TDM services to support any network requirements of the owner or their partner agencies. The MPLS system will use the existing microwave system.

1.1.2 Nokia 7705 SAR MPLS Router Overview

Nokia's MPLS 7705 Service Aggregation Router (SAR) is a cost optimized aggregation router that supports multiple Layer 1, 2, and 3 services over MPLS. The 7705 SAR has the ability to aggregate multiple media and transport protocols onto a normalized, economical packet transport infrastructure. A wide variety of interfaces and traffic sources are accommodated. The 7705 Service Aggregation Router (SAR) proposed in the design has plenty of room for growth to accommodate future fiber or microwave backbone additions or customer Ethernet or TDM circuit requirements.

The 7705 allows for multiple GigE (Gigabit Ethernet) and Ethernet connections in an extremely small form factor. Strong QoS capabilities deliver customer satisfaction and the ability to differentiate service levels. The 7705 can be used to support many different applications including microwave backhaul or using for fiber connectivity. This reduces the amount of required spares and technical training to staff to support the network over time.

The 7705 SAR is available in a range of models to suit a broad range of applications depending on the port capacity and redundancy options required.

Figure 1-1: Nokia 7705 SAR-AX Router

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1.2 Design Assumption

Motorola has based the system design on information provided by Cortland County and an analysis of their system requirements. All assumptions have been listed below for review. Should Motorola's assumptions be deemed incorrect or not agreeable to Cortland County, a revised proposal with the necessary changes and adjusted costs may be required. Changes to the equipment or scope of the project after contract may require a change order.

- Any required system interconnections not specifically outlined here will be provided by Cortland County. These may include dedicated phone circuits, microwave links, or other types of connectivity. Existing Microwave links are running and no upgrades to the links are needed.
- Any site/location upgrades or modifications are the responsibility of Cortland County.
- Installation is assumed to be based on existing system release and any system upgrades is not quoted with this proposal.
- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.

Attachment: Cortland County MPLS Layer Addition to Microwave System (11486 : Authorize Agreement with Motorola - Radio Network Upgrade

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Section 2

Statement of Work

2.1 Implementation Tasks

Motorola Solutions will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration.

Tasks	Motorola Solutions	Cortland County
PROJECT INITIATION		
Design Review		
Review Cortland County's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	X	
Validate that Cortland County sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Present equipment layout plans and system design drawings.	X	
Provide backhaul performance specifications and demarcation points.	X	
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X
Assume liability and responsibility for providing all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
SYSTEM INSTALLATION		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	X	

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Attachment: Cortland County MPLS Layer Addition to Microwave System (11486 : Authorize Agreement with Motorola - Radio Network Upgrade

Tasks	Motorola Solutions	Cortland County
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
Deliverable: Equipment procured and ready for shipment.		
Equipment Shipment and Storage		
Provide secure location for solution equipment.		X
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.		X
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation.		
General Installation		
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Provide the specified AC or DC power circuits for new equipment.		X
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	X	
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Connect installed equipment to the provided ground system.	X	
Label equipment, racks, and cables.	X	
Note any required changes to the installation for inclusion in the “as-built” system documentation.	X	
Remove, transport, and dispose of old equipment.		X
Deliverable: Equipment installed.		
SYSTEM OPTIMIZATION AND TESTING		
R56 Site Audit		
Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola Solutions’ R56 Standards and Guidelines for Communication Sites.	X	

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Attachment: Cortland County MPLS Layer Addition to Microwave System (11486 : Authorize Agreement with Motorola - Radio Network Upgrade

Tasks	Motorola Solutions	Cortland County
Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Cortland County acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
Deliverable: Completion of functional testing and approval by Cortland County.		
PROJECT TRANSITION		
Cutover		
Finalize Cutover Plan.	X	X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Provide ongoing communication with users regarding the project and schedule.	X	X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X
Deliverable: Migration to new system completed, and punchlist items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide standard commercial services during year 1 warranty.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by Cortland County		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to Cortland County upon project completion.	X	

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Attachment: Cortland County MPLS Layer Addition to Microwave System (11486 : Authorize Agreement with Motorola - Radio Network Upgrade

Tasks	Motorola Solutions	Cortland County
Provide an electronic as-built system manual on CD or other Cortland County preferred electronic media. The documentation will include the following: ▪ Site Block Diagrams. ▪ Equipment Inventory List. Drawings will be delivered in Adobe PDF format.	X	
Receive documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided. Final Project Acceptance.		

2.2 Preliminary Project Schedule

Below is a preliminary high level schedule. A detailed schedule will be provided during the CDR phase of the project. Additionally, the project schedule will be adjusted based on the current market supply chain challenges.

ITEM	PRELIMINARY PROJECT MILESTONESCHEDULE	MONTH
1	Contract Signed	0
2	Kick-off/Contract Design Review	1-2
3	Order Entry Competed	2-3
4	Ship Equipment	3-6
4	Site Equipment Installation	7
5	System Optimization/Configuration	7-8
6	Acceptance Testing/Functional Test	8
7	Cutover	8
8	Documentation Complete/Final Acceptance	9

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Attachment: Cortland County MPLS Layer Addition to Microwave System (11486 : Authorize Agreement with Motorola - Radio Network Upgrade

2.3 Customer Change Order

Change Order Number: _____

Date: _____

Project Name and Number: _____

Customer Name: _____

Customer Project Manager: _____

The purpose of this Change Order is to: *(highlight the key reasons for this Change Order)*

Contract #: [Required] **Contract Date:** _____

In accordance with the terms and conditions of the contract identified above between [enter customer name] and Motorola Solutions, Inc., the following changes are approved:

Contract Price Adjustments

Original Contract Value:	$
Previous Change Order amounts for Change Order numbers [#####] through [#####].	$
This Change Order:	$
New Contract Value:	$

Completion Date Adjustments

Original Completion Date:	
Current Completion Date prior to this Change Order:	
New Completion Date:	

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Changes in Equipment: *(additions, deletions or modifications)* Include attachments if needed

Scope of Work Changes: *(additions, deletions or modifications)* Include attachments if needed

Changes in SUA and Support Services: *(additions, deletions or modifications)* Include attachments if needed. Must be completed by Project CSM.

Schedule Changes: *(describe change or N/A)*

Pricing Changes: *(describe change or N/A)*

Customer Responsibilities: *(describe change or N/A)*

Payment Schedule for this Change Order: *(describe new payment terms applicable to this change order)*

Attachment: Cortland County MPLS Layer Addition to Microwave System (11486 : Authorize Agreement with Motorola - Radio Network Upgrade

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Purchase Order Requirements for this Change Order (select only one).

☐ A Purchase Order is required - included with this change order and is attached.

☐ No Purchase Order is required - Customer affirms that this change order document is the only notice to proceed required, that funding has been encumbered for this change order in its entirety, and that no further purchase orders will be issued against this change order,

☐ No Purchase Order required - this is a $0 Change Order, or a decrease in scope.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola Solutions, Inc.		**Customer**	
By:	_____	By:	_____
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Reviewed by: _____ Date: _____
Motorola Solutions Project Manager

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Attachment: Cortland County MPLS Layer Addition to Microwave System (11486 : Authorize Agreement with Motorola - Radio Network Upgrade

Section 3

Cutover

In order to convert the Cortland County network to MPLS, we will leverage the ring topology to convert one link at a time to MPLS and migrate the Motorola site equipment to the MPLS connections back to the prime site. This requires us to begin with either the Cortlandville to Henderson or Cortlandville to Virgil link, during the cutover the ring will be broken so path redundancy will not be reinstated until all links have been converted to MPLS. The cutover is not expected to take more than one day. The MPLS cutover will be performed first, leaving the Motorola Router links Layer 2, and then we will convert to Layer 3. Only one site visit will be required to each site for the cutover. For ring sites, no outage is expected as we will take advantage of the redundant site routers at each location, moving one to MPLS at a time and verifying that the link restores.

Spur links such as Gutchess (also known as Solon) to Forshee (also known as Cuyler) will require personnel at each end to move the connections microwave connections from Extreme to MPLS and reconnect the site routers to the MPLS routers. This may cause a brief "sub-site voted out" event where the remote site is offline. Another spur link from East Side (also known as Taylor) to Knickerbocker (also known as Cincinnatus) will be handled in the exact process. This is also the case for Cortlandville to COB, the prime to master link so a brief site trunking event should also be expected during the cutover for this link.

Dispatch sites will also be converted to MPLS, replacing the RAD ETX102 devices. Each dispatch site link is redundant, with redundant fiber connections. Therefore, the fiber links and site routers will be migrated to MPLS one at a time allowing for the cutover to occur without outage to dispatch operation.

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Attachment: Cortland County MPLS Layer Addition to Microwave System (11486 : Authorize Agreement with Motorola - Radio Network Upgrade

Section 4

Equipment List

QTY	NOMENCLATURE	DESCRIPTION
1	DSMW3HE18861AB	BNDL-MOTOROLA 7705 SAR-AX ENET-REDUNDANT
2	DSMW3HE06972AB	ROUTER,PSE CERTIFIED 100W HIGH VOLTAGE POWER SUPPLY
2	DSMW3HE10040AA	ROUTER,AC POWER CABLE, LOCKING, 6FT, NA
4	DSMW3HE00028CA	SFP - GIGE LX - LC ROHS 6/6 DDM -40/85C
4	DSMW3HE00027CA	SFP - GIGE SX - LC ROHS 6/6 DDM -40/85C
2	DSMW3HE00062CB	SFP - GIGE BASE-T RJ45 R6/6 DDM -40/85C
2	DSMW3HE09095AA	7705 SAR-A/AX REAR ATTACHABLE TRAY
1	DSMW3HE18861AB	BNDL-MOTOROLA 7705 SAR-AX ENET-REDUNDANT
2	DSMW3HE06972AB	ROUTER,PSE CERTIFIED 100W HIGH VOLTAGE POWER SUPPLY
2	DSMW3HE10040AA	ROUTER,AC POWER CABLE, LOCKING, 6FT, NA
4	DSMW3HE00028CA	SFP - GIGE LX - LC ROHS 6/6 DDM -40/85C
4	DSMW3HE00027CA	SFP - GIGE SX - LC ROHS 6/6 DDM -40/85C
2	DSMW3HE00062CB	SFP - GIGE BASE-T RJ45 R6/6 DDM -40/85C
2	DSMW3HE09095AA	7705 SAR-A/AX REAR ATTACHABLE TRAY
1	DSMW3HE18861AB	BNDL-MOTOROLA 7705 SAR-AX ENET-REDUNDANT
2	DSMW3HE06972AB	ROUTER,PSE CERTIFIED 100W HIGH VOLTAGE POWER SUPPLY
2	DSMW3HE10040AA	ROUTER,AC POWER CABLE, LOCKING, 6FT, NA
3	DSMW3HE00028CA	SFP - GIGE LX - LC ROHS 6/6 DDM -40/85C
2	DSMW3HE00062CB	SFP - GIGE BASE-T RJ45 R6/6 DDM -40/85C
2	DSMW3HE09095AA	7705 SAR-A/AX REAR ATTACHABLE TRAY
1	DSMW3HE18861AB	BNDL-MOTOROLA 7705 SAR-AX ENET-REDUNDANT
2	DSMW3HE00028CA	SFP - GIGE LX - LC ROHS 6/6 DDM -40/85C
6	DSMW3HE00062CB	SFP - GIGE BASE-T RJ45 R6/6 DDM -40/85C
1	DSMW3HE18861AB	BNDL-MOTOROLA 7705 SAR-AX ENET-REDUNDANT
6	DSMW3HE00062CB	SFP - GIGE BASE-T RJ45 R6/6 DDM -40/85C
1	DSMW3HE18861AB	BNDL-MOTOROLA 7705 SAR-AX ENET-REDUNDANT
6	DSMW3HE00062CB	SFP - GIGE BASE-T RJ45 R6/6 DDM -40/85C
1	DSMW3HE18861AB	BNDL-MOTOROLA 7705 SAR-AX ENET-REDUNDANT
6	DSMW3HE00062CB	SFP - GIGE BASE-T RJ45 R6/6 DDM -40/85C
1	DSMW3HE18861AB	BNDL-MOTOROLA 7705 SAR-AX ENET-REDUNDANT

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QTY	NOMENCLATURE	DESCRIPTION
6	DSMW3HE00062CB	SFP - GIGE BASE-T RJ45 R6/6 DDM -40/85C
1	DSMW3HE18861AB	BNDL-MOTOROLA 7705 SAR-AX ENET-REDUNDANT
6	DSMW3HE00062CB	SFP - GIGE BASE-T RJ45 R6/6 DDM -40/85C
1	DSMW3HE18861AB	BNDL-MOTOROLA 7705 SAR-AX ENET-REDUNDANT
6	DSMW3HE00062CB	SFP - GIGE BASE-T RJ45 R6/6 DDM -40/85C
1	DSMW3HE18861AB	BNDL-MOTOROLA 7705 SAR-AX ENET-REDUNDANT
6	DSMW3HE00062CB	SFP - GIGE BASE-T RJ45 R6/6 DDM -40/85C
32	DS083E21959800	BRKR 5A 1P CR15 SNAPAK
1	DSMW3HE18861AA	BNDL-MOTOROLA 7705 SAR-AX ENET-SIMPLEX
1	DSMW3HE06972AB	ROUTER,PSE CERTIFIED 100W HIGH VOLTAGE POWER SUPPLY
1	DSMW3HE10040AA	ROUTER,AC POWER CABLE, LOCKING, 6FT, NA
2	DSMW3HE00028CA	SFP - GIGE LX - LC ROHS 6/6 DDM -40/85C
2	DSMW3HE00027CA	SFP - GIGE SX - LC ROHS 6/6 DDM -40/85C
2	DSMW3HE00062CB	SFP - GIGE BASE-T RJ45 R6/6 DDM -40/85C
1	T8639	JUNIPER FIREWALL APPLIANCE
1	T8750	G10 SERVER SW WITH ESXI 6.5 LICENSE
1	T8677B	WINDOWS 2016 OS SOFTWARE AND FIRMWARE
1	DLN8009	FRE: DL380 G10 HC 128GH DAS4X1

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Section 5

Pricing

5.1 Pricing Summary

Motorola Solutions is pleased to provide the following equipment and services to Cortland County.

5.1.1 Pricing MPLS Layer Upgrade

Item	Description	Cost
	Equipment	
1	Equipment List Price:	$164,809.00
	Less OGS Discount:	-$19,219.00
	Sub Total Equipment Less OGS Discount:	**$145,590.00**
	Services	
2	Installation, Integration, Network Services, System Optimization, Pre and Post-Sale Engineering, PM Services & ATP	
	Sub Total Services:	$233,949.00
	System Total Cost:	**$379,539.00**
	Less System Discount:	-$14,663.00
	System Total Cost After Discount:	**$364,876.00**
Pricing of all Equipment Hardware, Software, Installation, Integration, Optimization, and Warranty Services are consistent with NYS-OGS Contract # PT68722 Equipment and Services.		

5.2 Payment Terms

The Customer will make payments to Motorola Solutions within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones:

1. 10% of the Contract Price upon Completion of Customer Upgrade Review;
2. 50% of the Contract Price upon Shipment;
3. 35% of the Contract Price upon Completion of Installation; and
4. 5% of the Contract Price upon Final Acceptance.

Motorola Solutions reserves the right to invoice for installations completed on a site-by-site basis, when applicable.

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Section 6

Contractual Documentation

Motorola Solutions has provided a Communications System and Services Agreement and Exhibits on the following pages.

Attachment: Cortland County MPLS Layer Addition to Microwave System (11486 : Authorize Agreement with Motorola - Radio Network Upgrade

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Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and _____ ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"
Exhibit B "Payment"
Exhibit C Technical and Implementation Documents
- C-1 "System Description" dated _____
- C-2 "Pricing Summary & Equipment List" dated _____
- C-3 "Implementation Statement of Work" dated _____
- C-4 "Acceptance Test Plan" or "ATP" dated _____
- C-5 "Performance Schedule" dated _____

Exhibit D "System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by

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examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, "Payment" or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

"Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

"**Derivative Proprietary Materials**" means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

"**Feedback"** means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

"Force Majeure" means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Motorola Software" means software that Motorola or its affiliated companies owns.

"Non-Motorola Software" means software that a party other than Motorola or its affiliated companies owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

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"Services" means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

"Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

"Software License Agreement" means the Motorola Software License Agreement (Exhibit A).

"Software Support Policy" ("SwSP") means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

"Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.

"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

"Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed.

"**System Data**" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

"Warranty Period" for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the "Underlying Agreement" for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at https://www.motorolasolutions.com/en_us/registration and the shop support telephone number is (800) 814-0601.

3.5. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer

delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or

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recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. NON-PRECLUSION. If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. PROPRIETARY MATERIALS. Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. ADDITIONAL SERVICES. Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is $_____. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment

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quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:
Name:_____
Address:_____
Phone:_____

E-INVOICE. To receive invoices via email:
Customer Account Number:_____
Customer Accounts Payable Email:_____
Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name:_____
Address:_____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Name:_____
Address:_____
Phone:_____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication

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lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance

with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty

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period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days

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after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

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14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This

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limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

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16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either

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a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when

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required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.	**Customer**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., (“Motorola"), and _____ (“Licensee”).

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 “Designated Products” means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 “Documentation” means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 “Open Source Software” means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 “Open Source Software License” means the terms or conditions under which the Open Source Software is licensed.

1.5 “Primary Agreement” means the agreement to which this exhibit is attached.

1.6 “Security Vulnerability” means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 “Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee’s use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola’s copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and

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security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

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Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing,

any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

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Exhibit B

PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. **25% of the Contract Price due upon contract execution (due upon effective date);**
2. **60% of the Contract Price due upon shipment of equipment from Staging;**
3. **10% of the Contract Price due upon installation of equipment; and**
4. **5% of the Contract Price due upon Final Acceptance.**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:
Motorola will invoice Customer annually in advance of each year of the plan.
The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

	Resource Types			
Levels	Project Management	System Engineering	System Technologist	Project Administration
4	$ 290.00	$ 300.00	$ 280.00	$ 200.00
3	$ 240.00	$ 250.00	$ 240.00	$ 180.00
2	$ 220.00	$ 220.00	$ 220.00	$ 170.00
1	$ 190.00	$ 210.00	$ 210.00	$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

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EXHIBIT D

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.

2. The System is accepted.

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

FINAL PROJECT ACCEPTANCE:
Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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MAINTENANCE, SUPPORT AND LIFECYCLE MANAGEMENT ADDENDUM

This Addendum to the Communications System and Services Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") provides additional or different terms and conditions to govern the sale of Maintenance, Support and Lifecycle Management services. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

"MUA" means Microwave Upgrade Agreement (MUA).

"NUA" means Network Upgrade Agreement (NUA).

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program for Motorola's P25 radio system.

2. SCOPE

Motorola will provide Maintenance and Support Services and/or Lifecycle Management as further described in the applicable Statement of Work, or attachment to Motorola's proposal for additional services.

3. TERMS AND CONDITIONS

The terms of the Primary Agreement combined with the terms of this Addendum will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

3.1 MAINTENANCE AND SUPPORT SERVICES

3.1.1 PURCHASE ORDER ACCEPTANCE. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2 START DATE. The "Start Date" for Maintenance and Support Services will be indicated in the proposal or a cover page entitled "Service Agreement".

3.1.3 AUTO RENEWAL. Unless the cover page or SOW specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.1.4 TERMINATION. Written notice of intent to terminate must be provided thirty (30)

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days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this Addendum, the terms and conditions in effect at the time of termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

3.1.5 EQUIPMENT DEFINITION. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable SOW or attachments to the maintenance and support proposal.

3.1.6 ADDITIONAL HARDWARE. If Customer purchases additional hardware from Motorola that becomes part of the System, the additional hardware may be added to this Addendum and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

3.1.7 MAINTENANCE. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.1.8 EQUIPMENT CONDITION. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Addendum. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.1.9 EQUIPMENT FAILURE. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Addendum and applicable SOW.

3.1.10 INTRINSICALLY SAFE. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

3.1.11 EXCLUDED SERVICES.

a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

b) Unless specifically included in this Addendum, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission

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medium.

3.1.12 TIME AND PLACE. Service will be provided at the location specified in this Addendum and/or the SOW. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Addendum or applicable SOW, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Addendum or applicable SOW, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

3.1.13 CUSTOMER CONTACT. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

3.2 LIFECYCLE MANAGEMENT SERVICES

3.2.1 The Software License Agreement included as Exhibit A to the Primary Agreement applies to any Motorola Software provided as part of the Lifecycle Management transactions.

3.2.2 The term of this Addendum is _____ years, commencing on _____, 201_. The Lifecycle Management Price for the ___ years of services is $_____, excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the Lifecycle Management is a subscription service as more fully described in the applicable Lifecycle Management Statement of Work, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.3 The System upgrade will be scheduled during the subscription period and will be performed when Motorola's system upgrade operation resources are available. Because there might be a significant time frame between when this Addendum is executed and when a System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.4 Acceptance of a Lifecycle Management transaction occurs when the Equipment (if any) and Software are delivered and the Lifecycle Management services are fully performed; there is no Acceptance Testing with a Lifecycle Management transaction.

3.2.5 The Warranty Period for any Equipment or Motorola Software provided under a Lifecycle Management transaction will commence upon shipment and not on System

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Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for Lifecycle Management services is set forth in the Lifecycle Management Statement of Work.

3.2.6 In addition to the description of the Lifecycle Management services and exclusions provided in the Lifecycle Management Statement of Work, the following apply:

a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.

b) Lifecycle Management services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

c) Unless specifically included in this Addendum or the Lifecycle Management Statement of Work, Lifecycle Management services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the Lifecycle Management services.

3.2.7 The Lifecycle Management annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.8 If Customer terminates this service and contractual commitment before the end of the ___ year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the ___ year commitment.

4. PAYMENT

4.1 Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and the Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and

other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

4.2 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

5. ENTIRE AGREEMENT. This Addendum, any related attachments, and the Primary Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

END

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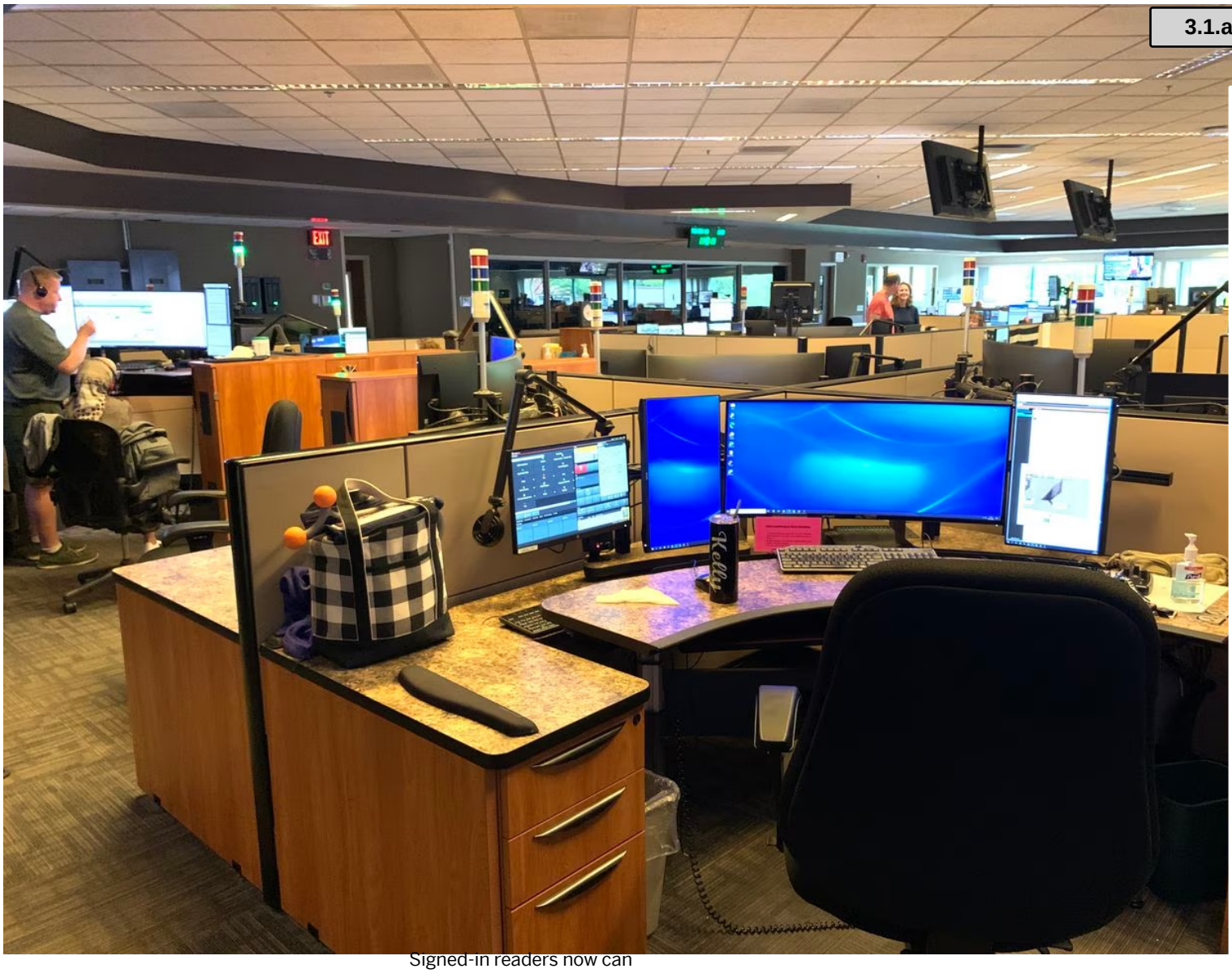
Advertisement

Central NY News

Onondaga County 911 sending non-emergency medical calls to nurses

Published: May. 19, 2022, 2:39 p.m.

Attachment: Onondaga County 911 sending non-emergency medical calls to nurses - syracuse.com (11450 : 911 - Nurse Navigation)



The Onondaga County 911 Center handles 500,000 calls a year. (Rick Moriarty | rmoriarty@syracuse.com)

Signed-in readers now can bookmark stories to read later.

362
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NEW!

By Rick Moriarty | rmoriarty@syracuse.com

Syracuse, N.Y. -- At least 10% of the 80,000 requests for an ambulance that Onondaga County's 911 center receives each year are from people with minor injuries and illnesses like colds, rashes and even toothaches, county officials say.

The calls -- about 20 a day -- add to the stress on the county's ambulance services and overcrowding at emergency rooms.

County Executive Ryan McMahon said many of the calls come from people who do not have a primary care physician and rely on trips to the emergency room for all their medical care.

"The ER serves as their primary care provider," he said. "You would be shocked. That's where they get their basic care because that's what they know."

On Wednesday, 911 center dispatchers began redirecting calls for non-emergency medical issues to nurses who work with the caller to determine the appropriate treatment facility for them and even arrange a Lyft ride to and from the facility at no cost to the patient.

Advertisement

Those treatment facilities can include urgent care centers and the Syracuse Community Health Center. If a nurse determines that the caller's condition is an urgent, life-threatening or potentially life-threatening emergency, they will transfer the call back to the 911 center so an ambulance can be dispatched.

Dispatchers at the 911 center make the decision to transfer a call to a nurse based on the symptoms described by the caller.

The "nurse navigation" program is being run under a contract between the county and Global Medical Response Inc. in Dallas, Texas. Global Medical Response operates a center in Dallas where nurses answer calls for non-emergency medical care that are redirected from 911 centers in nine states, including New York.

McMahon said the county hired the company after issuing a request for proposals to organizations that operate such programs. Julie Corn, commissioner of emergency communications for the county, said the service will cost the county $500,000 a year.

The E911 center receives 500,000 calls a year. Of that number, 80,000 are calls for an ambulance, Corn said.

During the first day the program was put into effect, 11 calls were transferred to nurses. Of those, three people were sent to urgent care centers, one caller's issue resolved over the phone without the need to send the person anywhere and seven calls were transferred back to the 911 center, officials said.

Advertisement

Attachment: Onondaga County 911 sending non-emergency medical calls to nurses - syracuse.com (11450 : 911 - Nurse Navigation)

Lisa Edmondson, director of the nurse navigation service for Global Medical Response, said the nurses who take the calls and arrange for the appropriate treatment call the person back the next day to make sure they received the care they needed.

Rick Moriarty covers business news and consumer issues. Got a tip, comment or story idea? Contact him anytime: Email | Twitter | Facebook | 315-470-3148

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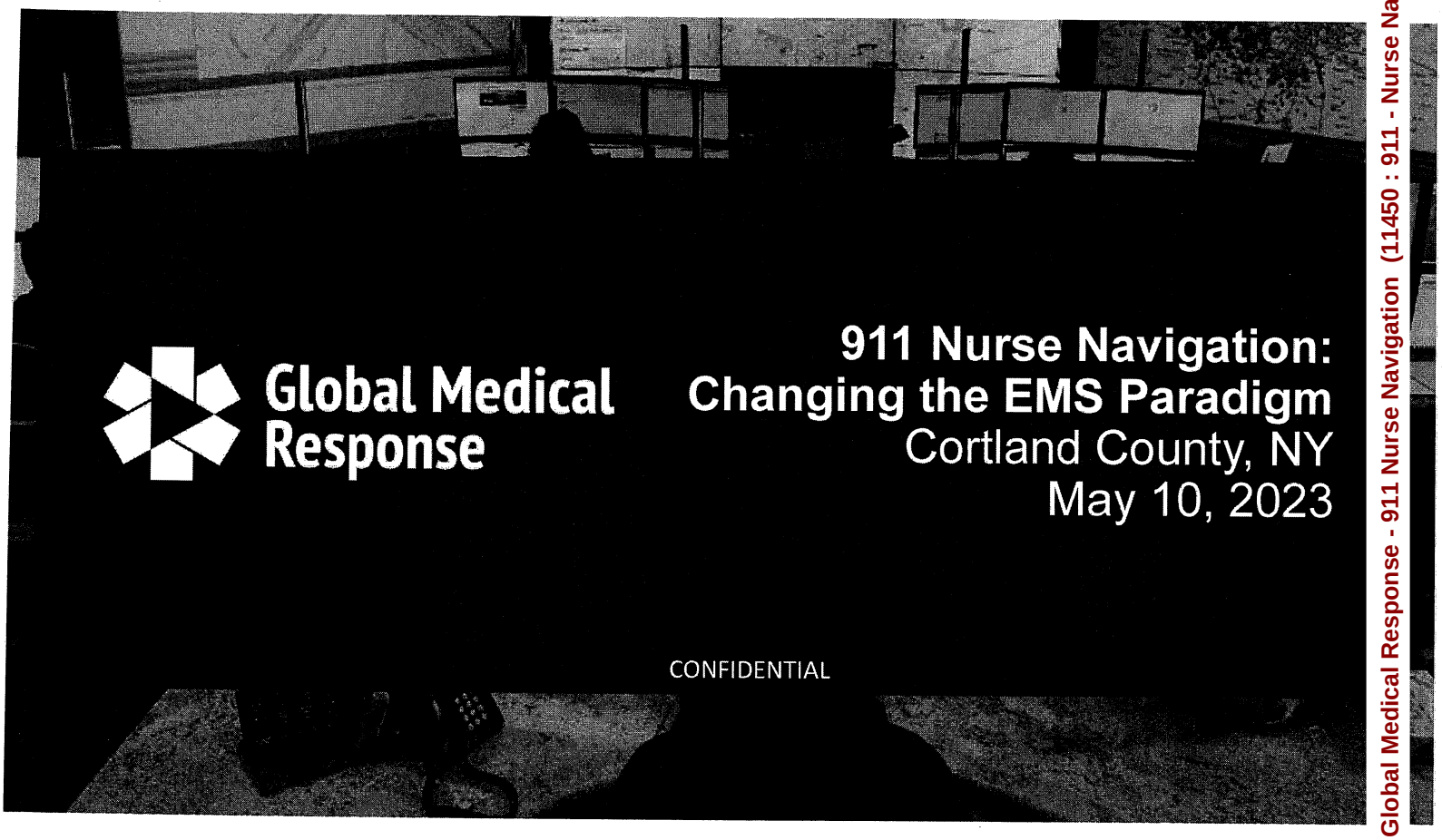
Attachment: Onondaga County 911 sending non-emergency medical calls to nurses - syracuse.com (11450 : 911 - Nurse Navigation)



Global Medical Response

911 Nurse Navigation: Changing the EMS Paradigm

Cortland County, NY

May 10, 2023

CONFIDENTIAL

Attachment: Global Medical Response - 911 Nurse Navigation (11450 : 911 - Nurse Navigation)

Global Medical Response

Contents: Cortland County, NY

Page 3. Nurse Navigation Workflow
Page 4. Referral Outcomes
Page 5. Community and Patient Alignment
Page 6. Operations
Page 7. Investment Requirements
Page 8. Current Programs
Page 9. Discussion Questions

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Attachment: Global Medical Response - 911 Nurse Navigation (11450 : 911 - Nurse Navigation)

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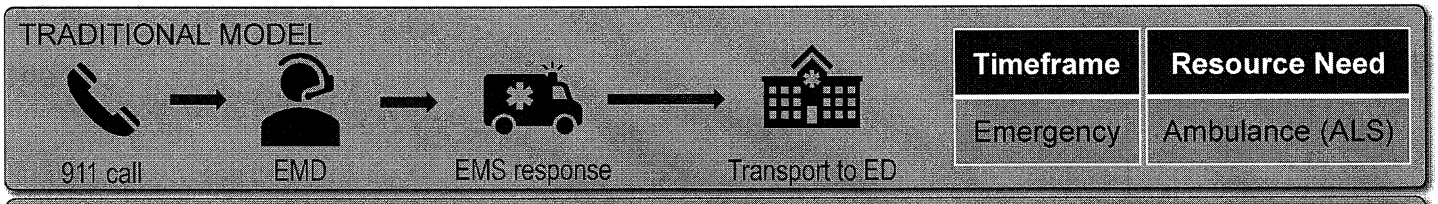
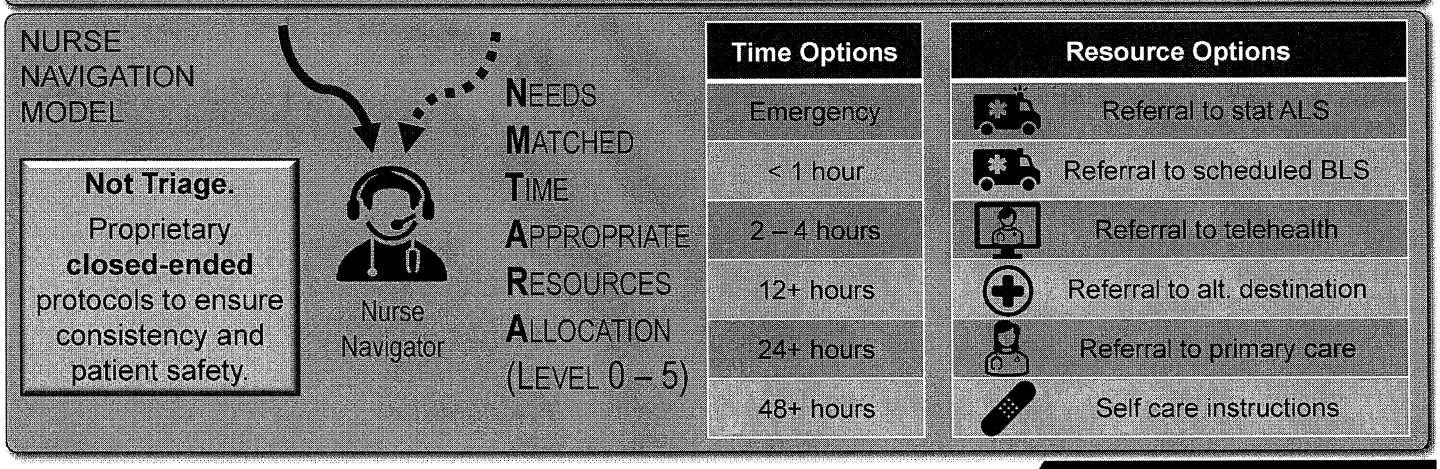
GMR's Nurse Navigation





Global Medical Response

Attachment: Global Medical Response - 911 Nurse Navigation (11450 : 911 - Nurse Navigation)

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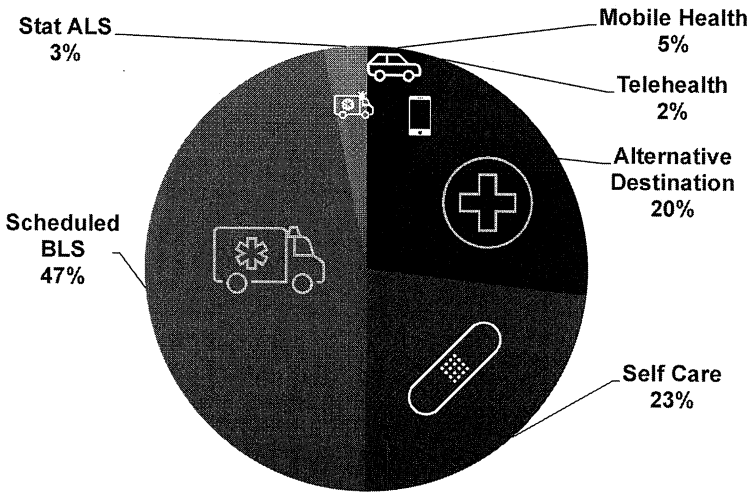
Nurse Navigation Referral Outcomes

50% of patients:
ED is the most appropriate location for care.

- Acute complaints are sent back to 911.
- For other patients:
  - Ambulance transport is necessary (non-ambulatory, etc.), but can be downgraded to cold BLS.
  - Often, transports can be scheduled or referred to private providers.



Navigation Outcomes Since Program Inception
100,000+ Patients

50% of patients
911 EMS response no required.

- Patient can be appropriately cared fc non-emergent setting
- Resource options include:
  - Telehealth
  - Mobile Integrated Health
  - Urgent Care, FQHC or other non-ED ca sites
  - Nurse advice only (self care)

Global Medica Response

Attachment: Global Medical Response - 911 Nurse Navigation (11450 : 911 - Nurse Navigation)

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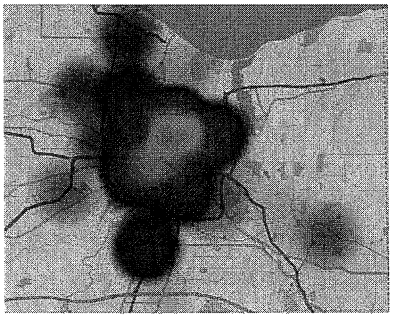
Community and Patient Alignment

Each Nurse Navigation program is configured to support the needs of the host community

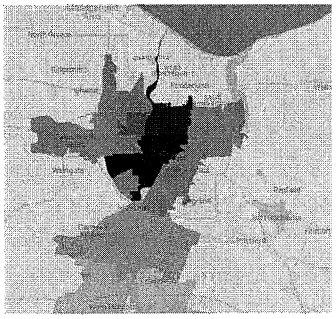
- Types of calls referred (dispatch determinants)
- Payer-appropriate navigation options and referral networks
- Participation by field ambulance crews / community paramedicine programs
- Engagement with other programs (behavioral health, etc.)

The program supports improving healthcare equity in traditionally underserved communities

- Diverse team of multicultural nurses
- Referral network developed to support areas of need
- Language line access for non-English speakers
- Optional ride-share program with Lyft:
  - Nurse can coordinate roundtrip transport to alternative destinations and pharmacies
  - Options for non-smart phones
  - Costs included in program – no additional cost to participants



Nurse Navigation Lyft utilization – Rochester, NY



Income below poverty level by neighborhood – Rochester, NY

Global Medical Response

Attachment: Global Medical Response - 911 Nurse Navigation (11450 : 911 - Nurse Navigation)

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Operations and Technology

Utilization:

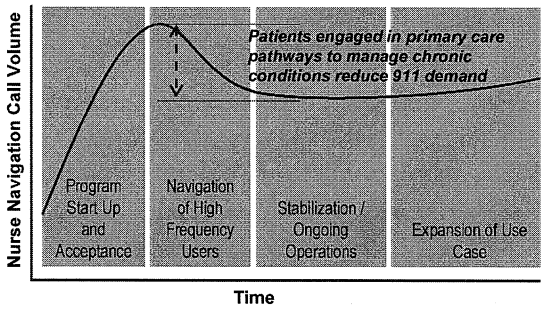
- Typical program start: 3-6% of all calls (based on MD direction)
- Peak reached as high utilizers get connected to primary care options
- Stabilization goals dependent upon program configuration

Operational Model:

- 24-7 coverage, with excess capacity for surge events
- Nurses (RNs / LPNs) licensed in every state we operate
- Onsite supervision / management
- National medical direction
- Headquartered at GMR's Lewisville (TX) Medical Command Center

Technology:

- Ear-whisper alerts for customized white-label scripting
- Web-based technology for redundancy / back up operations
- PowerBI dashboards for data capture and analysis
- Machine Learning / Artificial Intelligence technology:
  - Predictive pathways for navigation
  - 100% case review via AI
- Uni-directional video capture (allows nurses to see patient) – *coming soon*



Nurse Navigation team members in Lewisville, TX

Global Medical Response

Attachment: Global Medical Response - 911 Nurse Navigation (11450 : 911 - Nurse Navigation)

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Investment Requirements – Cortland County

Pricing Details

- One time implementation fee: $60,000
- Monthly fee based on call volume
- Billing in arrears based on actual referrals
- Pricing includes costs for providing Lyft rides for callers without transportation to alternate destinations
- Tiers set on quantity of calls referred to NN monthly:
  - ▷ Up to 100 calls referred in a month: $10,500 per month
  - ▷ 100 – 200 calls referred in a month: $17,000 per month
  - ▷ 201 – 300 calls referred in a month: $23,000 per month
- 3% escalator for future years

Cortland County EMS data / expectations

	Total inbound calls	A & Ω calls	Estimated NN referrals*	Estimated No EMS*
Per Year	20,000	4,000**	900	411
Per Month	1,667	333	110 - 220	44 - 110

* Estimates based on typical experience for new program starts:

- Referrals to Nurse Navigation: *3% of all calls at program start, up to 6% by end of year one.*
- Nurse Navigation to non-ambulance outcomes: *40% of referrals at program start, up to 50% by end of year one.*

** *estimated based on similar sized EMS programs*

Estimated first year cost for Cortland County: $186,000

Month-by-Month Projected Investment:

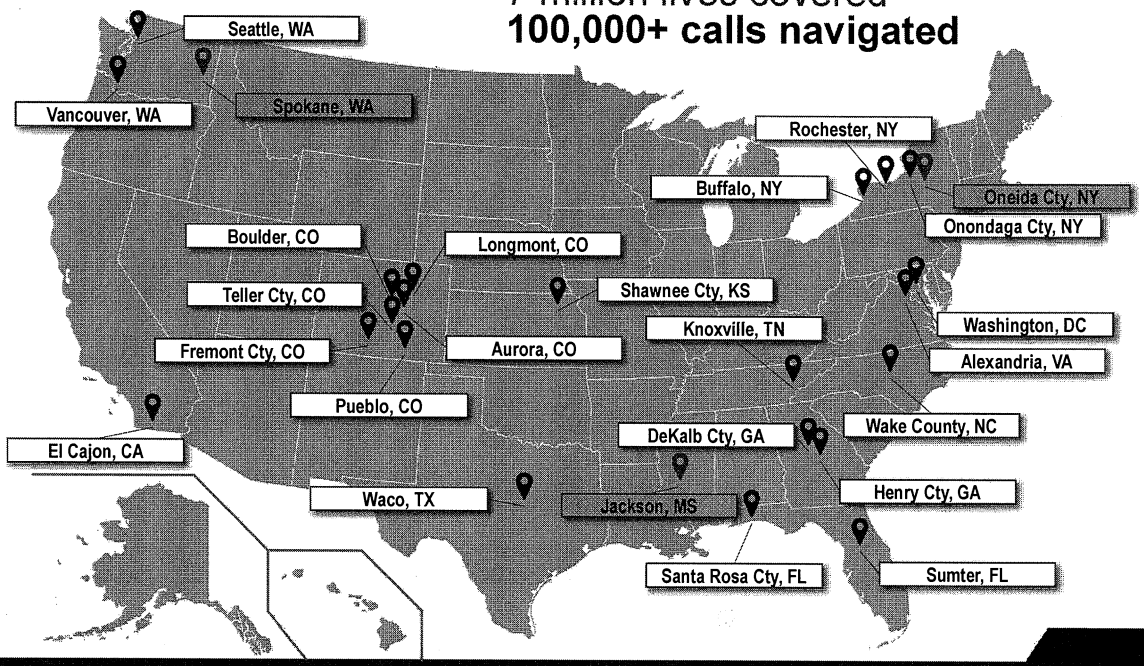
	Estimated price	Calls referred to Nurse Navigation	Calls not req EMS respo
Implementation Fee	$60,000		
Month 1	$10,500	50	20
Month 2	$10,500	55	22
Month 3	$10,500	59	25
Month 4	$10,500	64	27
Month 5	$10,500	68	30
Month 6	$10,500	73	32
Month 7	$10,500	77	35
Month 8	$10,500	82	38
Month 9	$10,500	86	41
Month 10	$10,500	91	44
Month 11	$10,500	95	47
Month 12	$10,500	100	50
Total Year 1	**$186,000**	**900**	**411**

Global Medical Response

Attachment: Global Medical Response - 911 Nurse Navigation (11450 : 911 - Nurse Navigation)

Active Programs

13 States
25 Systems
7 million lives covered
100,000+ calls navigated



911 Nurse Navigation Innovators

2018
Washington, DC

2020
Alexandria, VA
DeKalb County, GA

2021
Sumter, FL

2022
Rochester, NY
Seattle, WA
Wake County, NC
Knoxville, TN
Onondaga County, NY
Henry County, GA
Pueblo, CO
Buffalo, NY
Boulder, CO
Longmont, CO
Aurora, CO
Teller County, CO
Fremont County, CO

2023
El Cajon, CA
Waco, TX
Santa Rosa County, FL
Shawnee County, KS
Vancouver, WA

2023 Scheduled
Spokane, WA
Jackson, MS
Oneida County, NY

Gray labels are sites scheduled for go live within the next 90 days

Global Medical Response

Attachment: Global Medical Response - 911 Nurse Navigation (11450 : 911 - Nurse Navigation)

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Summary Questions

- How would GMR's Nurse Navigation address your challenges?
- What is your decision-making process for a project like this?
- What priorities do we need to solve before we can begin implementation?
- Next Steps?

Global Medical Response

Attachment: Global Medical Response - 911 Nurse Navigation (11450 : 911 - Nurse Navigation)

Attachment: Global Medical Response - 911 Nurse Navigation (11450 : 911 - Nurse Navigation)

05/01/23 DEPARTMENT OF EMERGENCY RESPONSE AND COMMUNICATION 4402
12:10 Total CAD Calls Received, by Nature of Call Page: 1

Nature of Call	Total Calls Received	% of Total
911 HANG UP	204	2.57
911 NOT DISPATCHED	169	2.13
911 OPEN LINE	104	1.31
ABDOMINAL PAIN	1	0.01
ADMINISTRATIVE	208	2.62
POLICE ALARM	59	0.74
ALCOHOL OFFENSE	19	0.24
ALLERGIC REACTION	4	0.05
ALLERGIC REACTION II	3	0.04
ANIMAL PROBLEM	153	1.93
ARREST VI	5	0.06
ARREXT X	6	0.08
ASSAULT	2	0.03
ASSIST	347	4.37
ATTEMPT TO LOCATE	31	0.39
FIRE ALARM	66	0.83
BACK PAIN	2	0.03
BACK PAIN II	7	0.09
BAR CHECK	26	0.33
TROUBLE BREATHING	50	0.63
TROUBLE BREATHING III	1	0.01
GRASS/BRUSH FIRE	9	0.11
BURGLARY	18	0.23
BURNS	1	0.01
BURNS II	1	0.01
CARBON MONOXIDE	6	0.08
CHEST PAIN	36	0.45
CHEST PAIN II	5	0.06
CHIMNEY FIRE	2	0.03
CHOKING	2	0.03
CHOKING X	1	0.01
CITY CODE VIOLATION	10	0.13
CIVIL ONLY	164	2.07
CRIMINAL MISCHIEF	15	0.19
DEATH INVESTIGATION	1	0.01
SPECIAL DETAIL	79	1.00
DIABETIC PROBLEM	5	0.06
DIABETIC PROBLEM II	3	0.04
DISORDERLY CONDUCT	70	0.88
DISTURBANCE	103	1.30
DOMESTIC	80	1.01
DRUG INVESTIGATION	18	0.23
DSS ASSIST/HOME VISIT	24	0.30
DSS NOTIFICATION	73	0.92
ILLEGAL DUMPING	10	0.13
EMERGENCY BUTTON ACTIVATION	2	0.03
EMOTIONALLY DISTURBED PERSON	51	0.64
EMS	10	0.13
EQUIPMENT PROBLEM	3	0.04
EYE II	1	0.01
FALL	8	0.10
FALL II	77	0.97
FIELD INVESTIGATION	113	1.42
OUTSIDE FIRE	18	0.23
FOLLOW UP INVESTIGATION/ACTIO	371	4.68

Attachment: April 2023 CAD calls by nature (11449 : DOERC - April 2023 Report)

Nature of Call	Total Calls Received	% of Total
FOUND PROPERTY	47	0.59
FRAUD	37	0.47
HARASSMENT	129	1.63
HAZARDOUS CONDITION	17	0.21
HEADACHE	2	0.03
HEADACHE II	1	0.01
HEART	7	0.09
HEMORRHAGE	2	0.03
HEMORRHAGE II	11	0.14
INFORMATION	7	0.09
INHALATION	1	0.01
INVESTIGATION	71	0.89
JAIL INVESTIGATION	3	0.04
JUVENILE PROBLEM	22	0.28
LARCENY	87	1.10
LIFTING ASSISTANCE	8	0.10
LOST PROPERTY	23	0.29
MISSING PERSON	13	0.16
NOISE COMPLAINT	61	0.77
NOTIFICATION	43	0.54
OVERDOSE/POISONING II	3	0.04
OVERDOSE/POISONING III	5	0.06
OVERDOSE/POISONING X	2	0.03
OPEN DOOR	8	0.10
COMMUNITY OUTREACH	98	1.24
PARKING COMPLAINT	48	0.60
PROPERTY DAMAGE MVA	118	1.49
PERSONAL INJURY MVA	14	0.18
PREGNANCY	2	0.03
PROCESSING	10	0.13
PROPERTY CHECK	1852	23.34
REPOSSESSION	8	0.10
SEIZURES	15	0.19
SEIZURES II	4	0.05
SEND	29	0.37
SERVICE CALL	32	0.40
SEX CRIME	11	0.14
SEX OFFENDER	18	0.23
SHOTS FIRED	3	0.04
SICK PERSON	24	0.30
SICK PERSON II	43	0.54
STOLEN VEHICLE	5	0.06
STROKE	7	0.09
STRUCTURE FIRE	18	0.23
SUSPICIOUS	67	0.84
TEST CALL	20	0.25
TRAFFIC PROBLEM	60	0.76
TRANSFER	6	0.08
TRANSPORT	132	1.66
TRAUMATIC	2	0.03
TRAUMATIC II	7	0.09
TREE DOWN	16	0.20
TRESPASSING	57	0.72
TRAFFIC STOP	1337	16.85
UNCONSCIOUS/FAINTING	21	0.26

Attachment: April 2023 CAD calls by nature (11449 : DOERC - April 2023 Report)

Nature of Call	Total Calls Received	% of Total
UNCONSCIOUS/FAINTING II	4	0.05
UNCONSCIOUS/FAINTING III	1	0.01
UNKNOWN PROBLEM	19	0.24
VEHICLE COMPLAINT	118	1.49
VEHICLE FIRE	5	0.06
WARRANT ARREST	33	0.42
WATER PROBLEM/PUMPING DETAIL	5	0.06
PERSON WITH A WEAPON	15	0.19
WELFARE CHECK	169	2.13
WIRES DOWN	14	0.18
Total Calls:	7934	

Report Includes:
All dates between `00:00:00 04/01/23` and `23:59:59 04/30/23`
All nature of incidents
All cities
All types
All priorities
All agencies

*** End of Report /tmp/rptJ3fBqo-rpcdtccr.r1_1 ***

Attachment: April 2023 CAD calls by nature (11449 : DOERC - April 2023 Report)

05/01/23 DEPARTMENT OF EMERGENCY RESPONSE AND COMMUNICATION 4402
12:09 CAD Calls by Day and Time Page: 1

Hour	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
00:00-00:59	41	34	45	50	46	76	69	361
01:00-01:59	25	42	40	43	64	77	81	372
02:00-02:59	26	30	31	64	51	54	69	325
03:00-03:59	33	29	23	34	42	35	31	227
04:00-04:59	35	25	36	29	42	36	31	234
05:00-05:59	19	21	24	23	29	24	16	156
06:00-06:59	22	14	18	12	23	28	23	140
07:00-07:59	22	19	26	22	22	28	20	159
08:00-08:59	63	48	32	45	33	55	33	309
09:00-09:59	52	47	60	59	66	60	63	407
10:00-10:59	60	57	62	59	61	65	44	408
11:00-11:59	56	59	55	50	57	57	57	391
12:00-12:59	60	47	51	49	58	46	40	351
13:00-13:59	61	56	56	72	43	62	58	408
14:00-14:59	69	52	51	65	42	73	51	403
15:00-15:59	38	43	42	66	50	63	52	354
16:00-16:59	62	64	57	43	54	62	60	402
17:00-17:59	69	59	63	69	73	88	64	485
18:00-18:59	49	54	59	60	43	62	62	389
19:00-19:59	54	37	52	54	55	73	56	381
20:00-20:59	32	40	38	55	37	77	45	324
21:00-21:59	33	40	60	39	41	67	42	322
22:00-22:59	40	36	47	52	50	67	35	327
23:00-23:59	39	36	31	31	48	66	48	299
Total by Day	1060	989	1059	1145	1130	1401	1150	7934

Report Includes:
All reported dates between `00:00:00 04/01/23` and `23:59:59 04/30/23`
All nature of incidents
All respond to addresses
All respond to cities
All agencies

*** End of Report /tmp/rptISA3sQ-rpcdccdt.r1_1 ***

Attachment: April 2023 calls by time of day (11449 : DOERC - April 2023 Report)

May 2023

911

- Staffing issues
  - 3 current openings
  - 1 in training (not available for shifts yet)
- Vesta telephone refresh – Scheduled for July 2023 – kick off meeting held 03/22/2023
- Vesta telephone maintenance still under Frontier till changeover
- Radio system maintenance contract renewal will be re-negotiated in 2023
  - Most likely will be included in recent grant award
- Union contract will be re-negotiated in 2023
- Auto discovery recordings work continues

Emergency Management

- Working with County Administration on County employee emergency notification program
- Working with County Administration on Crisis response team and on bringing County Department heads training current.

Fire Service

- Using NYS State fire for Fire investigations
- Still supporting repairs to radios under grant funding

Conferences – trainings

- None in the next month

Grants Awarded

• 2023 SHSP - $51,215	Detective canine, data access fees, tactical LE equipment
• 2023 EMPG - $23,603	Partial salary – Deputy Director
• 2022 PSAP - $197,805	Operational costs related to 911
• 2022 SICG – $1,572,808	22 West Court Street; PM on the radio system
• 2022 DVT - $172,413	Combating Domestic Terrorism
• 2023 SICG - $5,000,000	Radio system enhancements

Attachment: DOERC - May 2023 Report (11449 : DOERC - April 2023 Report)

22 West Court Street

Architect: King & King, Syracuse NY

May 2023

Updates

- Phase 4 interior construction
  - Construction has started with bi-weekly meetings
  - All trades on site and actively engaged
- IT - Fiber Optic connection, Syracuse Utilities engaged, Celerity engaged
- RFP back for IT equipment
- ePlus will be used for network design elements
- Motorola engaged for network work for radio system
- Generator arrival September 2023
- Additional exterior camera system equipment ordered
- Estimates received from state contractors for access control system
- Phase 5 bidding to be done this month – site work to retaining wall, parking lot, sidewalks, drainage

Work completed

- Phase 1 - Interior demolition
- Phase 2 - Roof replacement
- Phase 3 - Window replacement

Future Work

- Phase 5 exterior site work – told architects to progress with bidding work
- Phase 6 site/security improvements

Attachment: 22 West Court - May 2023 (11449 : DOERC - April 2023 Report)

Cortland County Jail

Total Inmate Day Report

From Period 04/01/2023 Through 04/30/2023

All County/Non-County Inmates

Date	Male	Female	Total Days
04/01/2023	71	5	76
04/02/2023	68	6	74
04/03/2023	68	6	74
04/04/2023	68	5	73
04/05/2023	69	5	74
04/06/2023	70	5	75
04/07/2023	68	5	73
04/08/2023	68	5	73
04/09/2023	66	5	71
04/10/2023	69	5	74
04/11/2023	71	5	76
04/12/2023	69	5	74
04/13/2023	71	7	78
04/14/2023	69	8	77
04/15/2023	69	8	77
04/16/2023	71	7	78
04/17/2023	70	8	78
04/18/2023	67	8	75
04/19/2023	71	7	78
04/20/2023	68	7	75
04/21/2023	68	8	76
04/22/2023	67	9	76
04/23/2023	68	7	75
04/24/2023	68	8	76
04/25/2023	70	9	79
04/26/2023	68	8	76
04/27/2023	69	9	78
04/28/2023	70	11	81
04/29/2023	68	8	76
04/30/2023	68	8	76
Totals	2,065 **Males**	207 **Females**	2,272 **Da**

Attachment: TotalInmateDayReport April 2023 (11447 : Inmate Daily Total Report April 2023)

CORTLAND COUNTY PUBLIC DEFENDER
KEITH D. DAYTON

Chief Asst. Public Defender
Anita Ribeiro

Investigator
Michael J. Bidwell

Cortland County Office Building
60 Central Avenue
Cortland, New York 13045
(607) 753-5046
Fax (607) 753-0781
Service by Fax not accepted

Assistant Public Defenders
Kevin A. Jones
Kayla D. Hardesty
Keith R. Young
Melissa L. Ballowe Smith
Amanda S. Wadsworth
Frank B. Scibilia
BreAnna Avery

May 2, 2023

Kelly Preston, Chair
Judiciary & Public Safety Committee
Cortland County Office Building
Third Floor, 60 Central Avenue
Cortland, NY 13045

Re: Public Defender Office Update

Dear JPS Chair Preston:

1. Comparing the first third of 2023 to the first third of 2022, there is nothing noteworthy about the caseload numbers for our criminal caseload or our family court caseload.
2. So far in 2023, we were within our budget.
3. We continue to pursue and collect grant revenues.
4. We are currently fully staffed, but we will be down one (1) full-time assistant public defender as of May 17, 2023.

Thank you for your consideration and interest in our Department.

Very truly yours,

Keith D. Dayton
Public Defender

Attachment: JPS Budget April 2023 (11465 : Public Defender Monthly Report)

Chart PD1 - Cases represented by Public Defender's Office (opened) **2023**

		Jan.	Feb.	March	April	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.	Year-to-date
Family Court	2019	38	28	46	59									171
	2020	39	31	32	18									120
	2021	36	40	33	27									136
	2022	*17*	*24*	*32*	*29*									*102*
	2023	**37**	**39**	**13**	**33**									**122**
Felonies	2019	13	21	24	13									71
	2020	13	19	8	4									44
	2021	9	10	23	13									55
	2022	*14*	*7*	*11*	*22*									*54*
	2023	**10**	**15**	**5**	**14**									**44**
Misdemeanors	2019	58	54	66	55									233
	2020	34	32	28	8									102
	2021	32	36	52	65									185
	2022	*60*	*56*	*37*	*63*									*216*
	2023	**33**	**44**	**53**	**35**									**165**
Violations	2019	7	2	7	3									19
	2020	7	6	6	0									19
	2021	3	9	12	7									31
	2022	*9*	*10*	*3*	*10*									*32*
	2023	**2**	**3**	**7**	**4**									**16**
Arraignments/Advice Only	2019	10	10	11	9									40
	2020	8	10	7	4									29
	2021	17	15	17	16									65
	2022	*24*	*19*	*27*	*25*									*95*
	2023	**25**	**26**	**29**	**26**									**106**
Supreme Court Integrated Domestic Violence (IDV) or Matrimonial	2019	2	4	2	7									15
	2020	2	0	0	0									2
	2021	1	1	4	0									6
	2022	*0*	*3*	*0*	*0*									*3*
	2023	**0**	**0**	**0**	**0**									**0**
Parole	2019	9	1	4	2									16
	2020	6	4	8	1									19
	2021	2	2	4	3									11
	2022	*2*	*1*	*0*	*0*									*3*
	2023	**0**	**1**	**1**	**0**									**2**
Fugitive	2019	0	0	0	0									0
	2020	0	1	1	0									2
	2021	1	0	0	0									1
	2022	*0*	*0*	*0*	*0*									*0*
	2023	**0**	**0**	**0**	**0**									**0**
Appeal & Post-conviction Motion	2019	0	0	0	1									1
	2020	1	0	0	0									1
	2021	0	0	0	0									0
	2022	*0*	*0*	*0*	*0*									*0*
	2023	**0**	**0**	**0**	**0**									**0**
Total per month	2019	137	120	160	149									566
	2020	110	103	90	35									338
	2021	101	113	145	131									490
	2022	*126*	*120*	*110*	*149*									*505*
	2023	**107**	**128**	**108**	**112**									**455**
Total month-to-date	2019	137	257	417	566									
	2020	110	213	303	338									
	2021	101	214	359	490									
	2022	*126*	*246*	*356*	*505*									
	2023	**107**	**235**	**343**	**455**									
Average Cases per Month	2019	137	129	139	142									
	2020	110	106.5	101	85									
	2021	101	107	120	123									
	2022	*126*	*123*	*119*	*126*									
	2023	**107**	**118**	**114**	**114**									

Attachment: JPS Budget April 2023 (11465 : Public Defender Monthly Report)

2023 DA Statistics

	Jan 2022	Jan 2023	Feb 2022	Feb 2023	Mar 2022	Mar 2023	Apr 2022	Apr 2023	May 2022	May 2023	June 2022	June 2023
Fel-County & City	15	33	24	29	25	21	25	44	26		29	
Misd City	23	26	20	35	26	32	21	35	30		42	
Misd County	43	32	36	36	29	31	37	34	46		43	
Violations City	9	4	4	5	6	16	12	13	8		5	
Violations County	3	2	5	0	1	1	1	1	2		1	
Sealed Indictments	0	0	0	0	4	0	0	0	0		1	
TOTALS:	93	97	89	105	91	101	96	127	112		121	
Vehicle and Traffic	277	255	240	327	293	293	225	251	260		297	
DWI's	13	13	13	15	20	12	14	12	15		14	
	July 2022	July 2023	Aug 2022	Aug 2023	Sep 2022	Sep 2023	Oct 2022	Oct 2023	Nov 2022	Nov 2023	Dec 2022	Dec 2023
Fel-County & City	24		26		13		28		**37**		22	
Misd City	17		26		20		41		**28**		32	
Misd County	50		33		31		42		**60**		35	
Violations City	8		14		16		15		**12**		8	
Violations County	5		6		10		4		**3**		2	
Sealed Indictments			0		0		0		**0**		0	
TOTALS:	104		105		90		130		140		99	
Vehicle and Traffic	260		272		338		246		**339**		234	
DWI's	15		12		6		4		**20**		3	

Attachment: 2023_APR (11467 : District Attorney Monthly Statistics)

Cortland County Coroner

2023 Death Report

January 8 - Deaths 2 - Autopsies	**February** 8-Deaths 3-Autopsies	**March** Deaths 9 Autopsies 2
April Deaths 11 Autopsies 6	**May** Deaths Autopsies	**June** Deaths Autopsies
July Deaths Autopsies	**August** Deaths Autopsies	**September** Deaths Autopsies
October Deaths Autopsies	**November** Deaths Autopsies	**December** Deaths Autopsies

Attachment: April 2023 Coroner Report (11468 : Monthly Coroner Report)

CORTLAND COUNTY OFFICE OF THE CORONER
54 Greenbush Street
Cortland, NY 13045
(607) 753-5123

2023 Overdose Death Statistics

Date of Death	Gender	Type of Drug	Ethnicity
01/19/2023	Female	Fentanyl, Meth. Pentylone	Caus.
01/22/2023	Male	Fentanyl, Meth.	Cauc.
02/03/2023	Male	Fentanyl	Cauc.
02/25/2023	Female	Methadone, Xylazine, Fentanyl	Cauc.

Attachment: April 2023 Coroner Report (11468 : Monthly Coroner Report)

Bryan M. Riccardi
Coroner

Denise L. Bushnell
Coroner

CORTLAND COUNTY ASSIGNED COUNSEL OFFICE

CORTLAND COUNTY OFFICE BUILDING, SUITE B27
60 CENTRAL AVENUE, CORTLAND NY 13045

STEPHANIE A. OLIVER
SECRETARY

MICHAEL R. CARDINALE
ADMINISTRATOR

CASEY K. NEVILLE
CASE MANAGER

JPS Meeting –April 2023 Report

DENIALS: 2 Financially ineligible
4 Type of case
0 Incomplete application

CONFLICT

Family Court:	63
Criminal:	
Felonies	9
Misdemeanors	24
Violations	3
Infractions	1
Appeals	1
Total	**100**

PUBLIC DEFENDER ASSIGNMENTS

Family Court	25
Criminal	
Felonies	8
Misdemeanors	23
Violations	2
Infractions	0
Appeals	0
Total	**58**

Total PD cases assigned: Assigned by AC- 58
Assigned by Courts: 102
160

Total Cases Assigned
100+160=**260**

COUNSEL AT FIRST ARRAIGNMENT		
AFTER hours	**18B**	**PD**
April 2023	36	11
March 2023	27	10
February 2023	13	6
January 2023	19	16
December 2022	24	23
November 2022	30	8
October 2022	41	10
September 2022	23	12
August 2022	29	11
NOT After hours		
April 2023	16	44
March 2023	13	62
February 2023	28	53
January 2023	37	46
December 2022	21	30
November 2022	17	59
October 2022	19	50
September 2022	9	40
August 2022	9	52
July 2022	10	55

ILS Hurrell-Harring Grant Money
$57,021.06 received 3/19/20
$52,941.00 received 10/28/20
$160,282.95 received 07/14/22
$530,990.55 outstanding vouchers 4/1/21-3/31/23

Attachment: April 2023 JPS (11457 : Assigned Counsel Monthly Report)

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