



APRIL 22, 2024 - 7:00 PM

**AGENDA
MULTI-SERVICES COMMITTEE
PURSUANT TO RESOLUTION NO. 08-100, RULES I, II, AND III**

I. COMMUNICATIONS

II. RESOLUTIONS, MOTIONS, AND NOTICES

1. Resolution authorizing Purchase Agreement with Toshiba on behalf of the Chemung County Department of Central Services (Print Management Services)
2. Resolution relative to annual review of the Chemung County Agricultural District
3. Resolution authorizing agreement with Environmental Systems Research Institute, Inc. on behalf of the Chemung County Information Technology Department
4. Resolution authorizing Purchase Agreement with ePlus, Inc. on behalf of the Chemung County Information Technology Department
5. Resolution authorizing Purchase Agreement with Precision Trenchless, LLC on behalf of the Chemung County Sewer Districts
6. Resolution confirming the establishing of a new Scale of Charges for the Chemung County Elmira Sewer District
7. Resolution confirming the establishing of a new Scale of Charges for the Chemung County Sewer District No. 1
8. Resolution authorizing approval of No Cost Change Orders between the Chemung County Sewer Districts and all Wastewater Treatment Plant Consolidation Project Contracts
9. Resolution authorizing Chemung County Elmira Sewer District to submit revised County Law Sec 268 Application to the Office of the State Comptroller
10. Resolution authorizing Purchase Agreement with Gillig, LLC on behalf of the Chemung County Planning Department and the Chemung County Transit Board
11. Resolution amending agreement with Beavers Petroleum on behalf of the Chemung County Planning Department and Elmira Chemung Transportation Council (RFB-2581)
12. Resolution authorizing advertisement for public comment, application for, acceptance, and execution of grants for the 2024 Federal Program of Projects from the U.S. Department of Transportation, Federal Transit Administration, and the New York State Department of Transportation on behalf of the Chemung County Transit Board

III. OLD BUSINESS

1. Resolution extending agreement with USALCO, LLC on behalf of the Chemung County Sewer Districts
2. Resolution authorizing agreement with Verizon Connect on behalf of the Chemung County Sewer

Districts (Vehicle Tracking Subscription)

3. Resolution renewing agreement with ClearGov Inc. on behalf of the Chemung County Department of Information Technology
4. Resolution authorizing Purchase Agreement with MA Polce Consulting, Inc. on behalf of the Chemung County Department of Information Technology

IV. NEW BUSINESS

1. Presentation - Wastewater Treatment Plant Consolidation Project Update, Alexandra Rennie, Executive Director, Chemung County Sewer Districts
2. Presentation - Michelle Podolec, Executive Director, Cornell Cooperative Extension of Chemung County - Agriculture and Natural Resource Programs

V. ADJOURNMENT



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Purchase Agreement with Toshiba on behalf of the Chemung County Department of Central Services (Print Management Services)

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Resolution authorizing selection of Toshiba Business Solutions (Toshiba) for a print management services contract award by 'piggybacking' on an Onondaga County contract (#22-7500-002, Print Management Services.)

The current County print management services contract with Higher Information Group expires on 3/31/2024 and an in-depth review of multiple vendor proposals determined that Toshiba offered the best value. The new contract's term would run through 12/31/2025 with two one-year renewal options. Annual contract costs are expected to remain approximately \$30,000 per year.

The attached Toshiba contract has been submitted to County Law Dept for review.

Vendor/Provider	Toshiba Business Solutions			
Term	2 years	Total Amount	\$60,000 (\$30K/yr)	Prior Amount (\$30K/yr)
Local Share	100%	State Share	0	Federal Share 0
Project Budgeted?	Yes	Funds are in Account #	various dept "printing" accounts (50406.99)	

CREATION:




Date/Time:	Department:
3/22/2024 1:49:24 PM	County Executive

APPROVALS:

STAMP_ITEMNUMB

Date/Time:	Approval:	Department:	
3/22/2024 1:54 PM	Approved	County Executive	
4/9/2024 9:50 AM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
 2023-03-09-Toshiba_Business_Solutions_Print_Mgmt_5161__1_.pdf	2023-03-09-Toshiba Business Solutions Print Mgmt 5161	Cover Memo
 Chemung County Sample MPS Agreement.pdf	Chemung County Sampte MPS Agreement	Cover Memo
 Piggyback checklist Ononadaga contract.pdf	Piggyback checklist Onondaga contract	Cover Memo

DEPARTMENT: Purchasing**CONTRACT NO. 5161**

The County of Onondaga (County) and Toshiba Business Solutions, a division of Toshiba America Business Solutions, Inc. (Contractor) at 6800 Old Collamer Road, Ste 5, East Syracuse, New York 13057, understand and agree that:

STANDARD TERMS AND CONDITIONS

County's Standard Terms and Conditions, found in Exhibit A, are hereby incorporated within and made a part of this Agreement, where such provisions include, among other things, obligations regarding defense and indemnification, together with an obligation to avoid conflicts of interest and provisions regarding early termination. Exhibit A is available at the Onondaga County Division of Purchase website (ongov.net/purchase/) and within the Supplier Portal, where such may be updated and revised from time to time.

In the event of a conflict among the provisions of Exhibit A and the terms and conditions of this Agreement, this Agreement shall control.

WORK TO BE PROVIDED

This Agreement is awarded as a result of the County's request for proposal numbered (RFP #22-7500-002, including Addendum # 1 dated October 28, 2022) ("Solicitation") and Contractor's proposal, dated November 8, 2022, ("Proposal"). The Solicitation, Addendum No. 1 and Proposal are each attached hereto and incorporated herein as Exhibits B, C and D, respectively. In the event of a conflict among the provisions of Exhibits B or C and the terms and conditions of this Agreement, this Agreement shall control.

Upon receipt of a notice to proceed, County engages Contractor to provide the Print Management Services, as defined within the Solicitation and Proposal. Within Section 7.3 of the Solicitation, the County referenced its existing equipment leases, noting the need for Print Management Services to include evaluation of the leased equipment and recommending equipment upgrades and print management solutions, with existing leases including equipment on Schedule A (pricing matrix) of the Solicitation.

Within Addendum # 1, the County clarified its intent to have various equipment leases executed in connection with this Agreement having terms of four years at fair market value. (See also Proposal Schedule A, referencing a Lease Term Calculated on 4 Year FMV.) Such leases may be entered into and shall be bound by the terms of the master set of terms and conditions found within this Agreement (which shall be incorporated within each such equipment lease).

The equipment leases shall be authorized by the issuance of one or more purchase orders, and this Agreement shall be incorporated within the terms and conditions of any such issued purchase order. This Agreement is a Master Agreement for each equipment lease.

County's Purchasing Director and Contractor's representative will further sign a document presenting a schedule of equipment to be leased in substantially the same form as Exhibit D, where such document is attached hereto and incorporated herein. The terms of the Master Agreement and an executed equipment schedule (together an "Equipment Lease") constitute a separate and distinct contract for purposes of paying compensation for use of the leased equipment or assigning the rights to receive such compensation only.

No such Equipment Lease may be executed or commence after the expiration of this Agreement. However, in the event that an Equipment Lease is executed and commences during the term of this Agreement, such Equipment Lease may continue for a period not to exceed four years, and the terms and conditions of this Agreement shall govern the transaction. Said another way, such continuation is for the limited purpose of governing any such Equipment Lease in existence upon the expiration of this Agreement and shall not be construed as permitting new equipment leases to be executed. In the event that this Agreement is terminated early, the equipment leases shall also be deemed to be terminated as of the termination date of this Agreement.

Any such schedule of equipment (in the form of Exhibit E) shall specify the item of equipment to be leased and the Monthly Combined Cost to be paid for such item, provided that the Monthly Combined Cost does not exceed the rates and prices listed by Contractor on its pricing sheet contained within its Proposal.

If any terms of a schedule of equipment are inconsistent with the terms of this Master Agreement, the terms of the schedule of equipment shall prevail. Effort should be given to read the two together, as they are intended to be harmonious unless a different intent is expressly stated.

Contractor does not have a right to receive a specified amount of compensation from County under this Agreement. Any such compensation will be specified on the purchase order in connection with a specific Equipment Lease.

Further, any work authorized by the issuance of a purchase order under this Agreement does not provide Contractor with a right to receive such work on an exclusive basis from County. This Agreement demonstrates County's determination that Contractor has been pre-qualified as being a responsible equipment vendor possessing at least minimum qualifications to perform the print management services.

TERM

The term of this Agreement shall commence on January 1, 2023, and shall expire after an initial period of three (3) years, unless terminated earlier.

The parties may agree to extend this Agreement for not more than two additional periods of one year each, where any such extension is to be in the form of an executed amendment.

In addition to the Termination provisions found within Exhibit A of this Agreement, the parties agree as follows:

1. County will inform Contractor in writing of any dissatisfaction whatsoever with the type of equipment leased, the performance of such equipment, or service for such equipment.
2. The written notice will specifically state the manner and method by which the situation is to be corrected.
3. In the event that County elects to terminate this Agreement in whole or any equipment leased hereunder, there shall be no penalty or charge for early termination.

Exhibit A's Termination provisions are restated below, clarifying the parties' intent that such provisions are to be carried forward into any equipment leases.

Without cause shown, either party may terminate this Agreement sooner than the term's expiration date, with one party giving written notice of termination to the other party at least thirty (30) days in advance of the intended date of termination. For cause, the County may terminate this Agreement by giving Contractor written or oral notice of termination at any time.

Neither County nor Contractor shall have or make any claim for damages against the other for the other's terminating this Agreement sooner than the expiration date in the manner specified within this section.

Upon termination or expiration, all further obligations of the parties hereunder shall cease except for the obligations that are intended to survive the termination or expiration of this Agreement, including, without limitation:

- to make payments for amounts due and owing for work completed under a purchase order issued within the term of this Agreement;

- to make payments for other amounts due and owing, which may include damages and remedies;
- to maintain documentation and produce such reports as may be required under this Agreement; and
- to defend, indemnify, and hold harmless the other in connection with claims arising from this Agreement.

As this is a true lease, the County shall not be responsible for paying any anticipated amounts under an Equipment Lease terminated early, where such anticipated amounts would have otherwise been due had the County continued its use of the equipment.

DELIVERABLES & WORK SCHEDULE

Contractor agrees to provide the deliverables as stated within the Solicitation and Proposal or as may be stated on any issued purchase order.

Contractor shall report directly to the Purchasing Director, or such officer's designee, where such officer is hereby designated as the point of contact to act on County's behalf in directing and reviewing Contractor's services.

Contractor shall maintain sufficient documentation to reasonably support the use of funds or the delivery of goods and/or services to be provided to County, consistent with the terms and conditions of this Agreement. Such documentation shall be promptly provided to County's designated point of contact upon request.

To the extent practicable, deliverables are to be provided in an electronic format, unless otherwise directed by County within the Solicitation or during performance under this Agreement by the County's designated point of contact.

Contractor shall perform its print management services in a manner consistent with the work plan described on page 71 of the Proposal, adjusted as appropriate for a start date as indicated in the purchase order (Notice to Proceed). Any maintenance or repair services shall have a pricing schedule consistent with the Solicitation and Proposal and shall not exceed the pricing stated therein.

Contractor agrees to provide all maintenance, all parts, labor, travel expenses, drums, toner, and developer. Delivery, installation, and removal of the copier shall be at no charge to County.

Trouble calls must be responded to within four hours of the initial complaint on normal business days. Machines that cannot be repaired within three business days must be replaced with a "loaner" of comparable specifications.

PURCHASE ORDERS (NOTICE TO PROCEED)

Contractor is not authorized to provide goods, equipment, services, or, in any other manner, commence work under this Agreement until and unless County issues a purchase order to Contractor for specific work (describing a phase, task, or deliverable). The purchase order constitutes notice to proceed. Contractor shall be limited to providing only the work specified on the purchase order and shall not incur costs or invoice County for amounts in excess of the purchase order. No oral modifications are permitted. One or more purchase orders may be needed to accomplish the work schedule set forth herein above.

Under this Agreement, work may be phased or otherwise delivered at specific times in connection with a developed work schedule. County may choose to issue supplemental task orders or directives as may be needed to implement such work plan. The use of such supplemental documents, if any, may be specified within the purchase order or statement of work.

In the event that Contractor reasonably anticipates costs or compensable work in excess of the dollar amounts authorized under a purchase order, Contractor shall promptly notify County and seek direction.

Further, no purchase order shall be issued where the work is reasonably anticipated to extend beyond the end of the term, as specified herein above. If it is reasonably anticipated that work shall extend beyond the end of the term, an extension in the form of an executed amendment should be in place, and Contractor shall promptly notify County and seek direction.

Until such time as a purchase order is issued by County for specific work, following a certification within the County that funds are appropriated and available to support such work, County shall not have incurred a financial obligation under this Agreement for such work.

Each purchase order incorporates within it a set of terms and conditions, available at the Onondaga County Division of Purchase website (ongov.net/purchase/) and within the Supplier Portal, where such may be updated and revised from time to time, and incorporates within it this Agreement, being the contract against which it is drawn.

COMPENSATION

County hereby agrees to pay Contractor for services rendered to County, consistent with issued purchase orders. The services are to be billed against the maximum amounts authorized within such purchase orders, at rates to be agreed to by the parties and as detailed within the authorization for a specific project; provided, however, that such billed rates do not exceed the prices listed by Contractor on its pricing sheet contained within its Proposal.

Contractor shall lease to County the equipment described in each Equipment Lease, and the compensation for the use of such equipment shall be referred to as the Monthly Combined Cost (see Exhibit E of this Agreement), including a monthly base rate and a cost per copy made on the leased equipment.

The amounts stated on issued purchase orders shall earned and shall be paid to Contractor in full and final satisfaction of all goods and services provided by Contractor under this Agreement.

Any compensation to be paid under this Agreement or equipment leases shall not exceed and otherwise be consistent with the pricing structure found within the Proposal.

All payment shall be made using procedures consistent with the Onondaga County Charter and Administrative Code.

ADDITIONAL EQUIPMENT LEASE PROVISIONS

Contractor and County agree to the following provisions with respect to each equipment lease entered into pursuant to the terms of this Agreement.

Assignments

Contractor anticipates assigning some or all of the equipment leases under this Agreement (each such assigned equipment lease, being discretely considered as an "Assigned Contract" for purposes of paying compensation for use of the leased equipment) to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("Assignee"). County consents to each assignment of an Assigned Contract by Contractor to Assignee. In connection with each Assigned Contract, and, effective as of the date of such Assigned Contract, and until further notice from Assignee, County agrees to recognize Assignee as the sole and exclusive holder of such Assigned Contract, with all rights, benefits, title to the equipment, and privileges attendant thereto, but not of the obligations of Contractor under this Agreement or any such Assigned Contract, nor any indemnifications of Contractor or insurance requirements of Contractor, other than the obligation to provide County with the right to use the equipment subject to each Assigned Contract (the "Equipment"). Without limiting the foregoing, County and Contractor acknowledge that Assignee shall have none of the obligations of Contractor hereunder (except for the obligation to County of quiet enjoyment of the Equipment), all of which shall remain with Contractor.

As between Assignee and County, each Assigned Contract (including Exhibits A and D attached to this Agreement) constitutes the entire agreement relating to the subject matter thereof.

County further acknowledges and agrees that all payments now or hereafter becoming due under each Assigned Contract will be billed and collected either by (i) Contractor and remitted by Contractor to Assignee, where such payment will be in full and final satisfaction of compensation owed by County for use of such equipment or (ii) Assignee, where such payment will be in full and final satisfaction of compensation owed by County for use of such equipment, to be construed in a manner consistent with the Compensation terms herein above.

County agrees that rights of Assignee under each Assigned Contract will not be subject to any claims, defenses, or set offs that County may have against Contractor. Provided, however, that the termination provision of this Agreement, including its Exhibit A, shall remain available to County.

Notwithstanding the foregoing, Contractor shall not assign away any other obligations owed to County under this Agreement apart from the right to receive revenue.

Said another way, County agrees to make payments to Assignee, in the event that an equipment lease is assigned, for the period of time during which the County has actual use of the equipment leased under this Agreement, and retains the right to terminate the Agreement and any leases of equipment made hereunder, including Exhibits A and D. Contractor will continue to perform print management services, including equipment repair, maintenance, and replacement services for equipment under this Agreement, including Exhibits A, B, C, and D.

Self-Insurance

County is a self-insured entity and will not carry property insurance or liability insurance from an insurance carrier. County agrees to self-insure for property loss, to the extent obligated under this Agreement, and the County's liability by maintaining sufficient liquid assets and overall financial strength.

County agrees that, notwithstanding the foregoing, it shall remain solely responsible for any and all risk of loss or damage to the equipment leased hereunder (the "Equipment") and all liability caused by or in any way related to the Equipment. Furthermore, upon any failure by County to make a lease payment under this Agreement, or if Assignee determines, at its sole discretion, that County does not have sufficient liquid assets or overall financial strength to adequately self-insure for property loss and/or liability, Assignee reserves the right to require County to obtain: (1) a property insurance policy from an insurance carrier in an amount not less than the original Equipment cost and with Assignee names as lender's loss payee; and (2) a commercial general liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to Assignee and to include Assignee as additional insured on the policy. Upon any loss, theft destruction or damage to the Equipment, County agrees to notify Assignee and, unless Assignee otherwise agrees in writing, County will promptly pay to Assignee the unpaid balance of the applicable equipment lease under this Agreement, subject to appropriation of funds.

Renewal

County agreed that upon the end of the scheduled term of each equipment lease under this Agreement with respect to any Equipment related thereto, if County does not return the Equipment to Assignee in accordance with Assignee's instructions, the lease of such equipment automatically shall renew on a month-to-month basis on the same terms that applied to such Equipment prior to the end of the scheduled term.

Executory Contract

This Agreement shall be deemed executory only to the extent of monies appropriated and available for the purpose of this Agreement, and no liability on account hereof shall be incurred by County beyond the amount of such monies. This Agreement is not County's general obligation. Neither County's full faith and credit nor County's taxing power are pledged to the payment of any amount due or to become due under this Agreement. It is understood that neither this Agreement nor any representation by any public employee or officer created any legal or moral obligation to appropriate or make monies available for the proposes of this Agreement.

Jury Trial Waiver

The parties hereto waive their right to trial by Jury.

EXHIBITS

Exhibit A: County's Standard Terms and Conditions

Exhibit B: Solicitation

Exhibit C: Proposal

Exhibit D: Addendum # 1

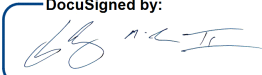
Exhibit E: Equipment Lease –format

(signature page follows)

IN WITNESS WHEREOF, County and Contractor have executed the writing of agreement on the dates hereinafter written.

Dated: 3/9/2023

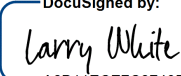
County of Onondaga

DocuSigned by:

ED7048CACD364AD...

By: J. Ryan McMahon, II, County Executive

Dated: 3/8/2023

CONTRACTOR

DocuSigned by:

A6B11ECE7C8740D...


By: Larry White, President & CEO

Title:

IN WITNESS WHEREOF, County and Contractor have executed the writing of agreement on the dates hereinafter written.

County of Onondaga

Dated: 3-9-2023

By: 
J. Ryan-McMahon, II, County Executive


CONTRACTOR

Dated: _____

By: _____
Larry White, President & CEO
Title:

Contractor further provides the sworn Conflict Interest Affidavit, below, consistent with the terms of this Agreement.

State of California)
County of Orange) ss.:

Contractor, being duly sworn, deposes and says:

Toshiba America Business Solutions, Inc. (Contractor) agrees that Contractor has no interest and will not acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of the services to be rendered to the County of Onondaga (County).

Contractor further agrees that, in the rendering of services to County, no person having any such interest shall knowingly be employed by Contractor.

CONTRACTOR

By: _____
Name: Larry White
Title: President and CEO

[See Attached Notarial Certificate](#)

Sworn to before me on this 3rd day of February, 2023

CALIFORNIA JURAT

GOVERNMENT CODE § 8202

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on

this 3 day of February, 2023, by
Date Month Year

(1) Larry White

(and (2) N/A),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Place Notary Seal and/or Stamp Above

Signature Kristin J. Dragoman
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Onondaga County- Conflict of Interest Affidavit

Document Date: February 3, 2023 Number of Pages: 1

Signer(s) Other Than Named Above: N/A

ONONDAGA COUNTY: STANDARD TERMS AND CONDITIONS

This document sets forth the standard terms and conditions to be incorporated within and made a part of agreements with Onondaga County ("County"). The terms and conditions of the primary written agreement executed between the County and any party (with such party referred to herein as "Contractor" regardless of the designation in the primary agreement) shall control over the provisions set forth within this document, unless otherwise stated herein. References to "this Agreement" shall indicate the primary agreement within which this document is incorporated.

TERMINATION

Without cause shown, either party may terminate this Agreement sooner than the term's expiration date, with one party giving written notice of termination to the other party at least thirty (30) days in advance of the intended date of termination. For cause, the County may terminate this Agreement by giving Contractor written or oral notice of termination at any time.

Neither County nor Contractor shall have or make any claim for damages against the other for the other's terminating this Agreement sooner than the expiration date in the manner specified within this section.

Upon termination or expiration, all further obligations of the parties hereunder shall cease except for the obligations that are intended to survive the termination or expiration of this Agreement, including, without limitation:

- to make payments for amounts due and owing for work completed under a purchase order issued within the Agreement;
- to make payments for other amounts due and owing, which may include damages and remedies;
- to maintain documentation and produce such reports as may be required under this Agreement; and
- to defend, indemnify, and hold harmless the other in connection with claims arising from this Agreement.

DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless County, and County's agents and employees or any of them from and against suits, claims, actions, liabilities, damages, professional fees, including attorney's fees, costs, court costs, expenses, disbursements or claims of any kind or nature, including by reason of statute or operation of law, for injury to or death of any person or damage to any property (including loss of use thereof) arising out of or in connection with the performance of the Agreement and alleged to be caused in whole or in part by (i) the culpable acts or omissions of the Contractor, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (ii) the breakage or malfunctioning of any tools, supplies,

scaffolding or other equipment used by or furnished to Contractor, it's subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

This indemnification shall apply regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. This provision shall not be construed to require the Contractor to indemnify any indemnitee for the negligence of the indemnitee to the extent such indemnitee proximately caused the damages complained of. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist.

INSURANCE

Contractor shall obtain, from an insurer authorized by a license in force pursuant to the insurance law of the state of New York to do an insurance business in the state of New York and having an A. M. Best Company, Inc. financial strength rating of A- or better and an A. M. Best Company, Inc. financial size category of XV, personal injury liability insurance, as personal injury liability insurance is defined by New York State's Insurance Law § 1113 (a) (13), and property damage liability insurance, as property damage liability insurance is defined by New York State's Insurance Law § 1113 (a) (14), covering and applying to legal liability of the insured for damages, and to loss, damage, or expense incident to a claim of such liability, arising out of the death or injury of any person or out of injury to the economic interests of any person as the result of negligence in the rendering expert, fiduciary, or professional service or out of the loss or destruction of or damage to property, that occurs in the performance of, or in connection with, or collateral to, this agreement.

Contractor shall obtain the personal injury liability insurance and the property damage liability insurance by insurance contract or contracts, as insurance contract is defined by New York State's Insurance Law § 1101 (a) (1), specified and described in this agreement. Each insurance contract shall name Contractor as the insured in its declarations. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to name, make, and add County as additional insured so as to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of County for damages, as to the legal liability of the insured for damages, and covering and applying to the loss, damage, or expense incident to a claim of the legal liability of County for damages, as to loss, damage, or expense incident to a claim of the legal liability of the insured for damages. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance to County, as primary to, and not seek contribution from, any other insurance available to County by any other insurance contract naming County as the insured. Each insurance contract shall be endorsed by the insurer to obligate the insurer to give County written notice of any termination or substantive change of the insurance contract, at least 30 days before the termination or substantive change, by the insurer's delivering the notice to County's Department of Law, John H. Mulroy Civic Center, 421 Montgomery Street, Syracuse, NY 13202. Each insurance contract shall be approved and accepted by County.

Contractor shall obtain these insurance contracts:

Commercial general liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, however arising, in a minimum amount of *\$1 million* for each occurrence of, and in a minimum amount of *\$2 million* for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

Automobile liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the ownership, maintenance, or use of any motor vehicle, as motor vehicle is defined by New York State's Vehicle and Traffic Law § 125, in a minimum amount of *\$1 million* for each occurrence of, and in a minimum amount of *\$2 million* for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

Umbrella liability insurance contract that obligates the insurer to provide personal injury liability insurance and property damage liability insurance, in excess of that personal injury liability insurance and property damage liability insurance provided by any commercial general liability insurance contract, automobile liability insurance contract, and professional liability insurance contract required by this agreement, in a minimum amount of \$1 million for each occurrence of death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

Professional liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, in a minimum amount arising out of the insured's business, trade, occupation, or practice of a profession for which a license is required by a governmental authority of the state of New York, in a minimum amount of \$2 million for each occurrence of, and in a minimum amount of \$4 million for any aggregate of occurrences of, death

or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

Contractor shall deliver to County's Department of Law, before this agreement may be made or performed, and from time to time as is reasonable, as evidence that Contractor has obtained the insurance as required by this agreement, both a form certificate of insurance approved for use by New York's superintendent of insurance which identifies the insurance contracts obtained by Contractor and copies of the declarations of each insurance contract referred to in the form certificate of insurance. At the request of County, Contractor shall deliver to County's Department of Law a copy of any insurance contract required by this agreement.

WORKERS' COMPENSATION AND DISABILITY BENEFITS

This agreement shall be void and of no effect unless Contractor and other person or entity making or performing this agreement shall secure compensation for the benefit of, and keep insured during the life of this agreement, the employees engaged thereon, in compliance with the provisions of the New York State workers' compensation law.

Contractor shall show, before this agreement may be made or performed, and at all times during the life of this agreement, that Contractor, and other person or entity performing this agreement, is in compliance with the provisions of the New York State workers' compensation law, by Contractor's delivering to County's Department of Law that New York State Workers' Compensation Board (Board) form or State Insurance Fund (Fund) form described in one of the following subparagraphs numbered 1, 2, 3, or 4, and that Board form described in one of the following subparagraphs numbered 5, 6, or 7:

1. Board form C-105.2 (Fund form U-26.3, if the insurer is the State Insurance Fund), subscribed by the insurer, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, as workers' compensation insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
2. Board form SI-12, completed by Board's self-insurance office and approved by Board's secretary, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, as Board approved workers' compensation self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
3. Board form GSI-105.2, completed by the group self-insurance administrator, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, by being a participant in a workers' compensation group self-insurance plan, for

the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

4. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Contractor, and other person or entity making or performing this agreement or the Work is not required to secure compensation for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5. Board form DB-120.1, subscribed by the insurer, showing that Contractor, and other person or entity making or performing this agreement has secured the payment of disability benefits, as disability benefits insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6. Board form DB-155, completed by Board's self-insurance office and approved by Board, showing that Contractor, and other person or entity making or performing this agreement, has secured disability benefits, as Board approved disability benefits self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

7. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Contractor, and other person or entity making or performing this agreement is not required to secure disability benefits for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

ASSIGNMENT

Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or Contractor's right, title, or interest in this Agreement, or Contractor's power to execute this Agreement, to any other person or entity without the previous consent in writing of County.

INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Neither Contractor, nor Contractor's officers, employees, agents, or servants, shall hold themselves out as, or claim to be, officers, employees, agents, or servants of County.

NO PARTNERSHIP OR JOINT VENTURE

Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between County and Contractor.

CONFLICT OF INTEREST

At the time Contractor submits a bid, or if no bid is submitted, prior to performing any services under this agreement, Contractor shall deliver to County's Department of Law, the attached affidavit certifying that Contractor has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to County. The affidavit shall further state that in rendering services to County no persons having any such interest shall be employed by Contractor. Contractor assumes full responsibility for knowing whether Contractor's officers, employees, agents, or servants have any such interest and for certifying the absence of such conflict to County.

During the course of performing services for County, Contractor shall disclose immediately to County, by affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of Contractor, Contractor's officers, Contractor's employees, Contractor's agents, and Contractor's servants. The duty to disclose is a continuing duty. Such disclosure is a material obligation of this agreement and Contractor's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement. In the event of an apparent or actual conflict of interest during the course of performance, Contractor shall suspend all work and services, and County's payments to Contractor shall be suspended pending final approval by County or County's Board of Ethics. If the conflict cannot be resolved to the satisfaction of County, County may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving County's right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of Contractor, and Contractor shall disclose the same. Contractor shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (1) payor or party for services on the same project or related project. Contractor shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration from parties other than County for work on the project to which this agreement pertains. If applicable, Contractor shall disclose further the direct or indirect acquisition of any interest in the real estate which is the subject of the project, or in the immediate vicinity thereof. A conflict of interest of Contractor's officers, Contractor's employees, Contractor's agents, or Contractor's servants shall be deemed a conflict of interest of Contractor, giving rise to the duty to disclose.

Contractor shall not disclose any data, facts or information concerning services performed for County or obtained while performing such services, except as authorized by County in writing or as may be required by law

CONFIDENTIALITY

Contractor shall not disclose any data, facts, or information concerning services performed for County or obtained while performing such services, except as authorized by County in writing or as may be required by law. County remains the owner of any such data, facts, or information, and Contractor is granted use for the purposes of this Agreement only.

COMPLIANCE WITH LAW

Contractor shall be responsible for obtaining knowledge of and complying with all applicable laws, rules, and regulations, including, without limitation, payment of prevailing wages for public works projects.

Contractor agrees that the appropriate review and actions under the State Environmental Quality Review Act shall be taken, as may be applicable, and documentation shall be maintained of any such review and action.

Such compliance is a material obligation of this Agreement and Contractor's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue shall be a State or Federal court of competent jurisdiction located within Onondaga County, and Contractor consents to such jurisdiction. County does not agree to arbitration.

NON-WAIVER

A failure by either party to take any action with respect to any default or violation by the other of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

LICENSES AND PERMITS

Contractor shall obtain at Contractor's own expense all licenses or permits required for Contractor's services or work under this Agreement, prior to the commencement of Contractor's services or work.

APPROPRIATIONS (AVAILABLE FUNDS)

This Agreement is executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by County beyond monies appropriated and available for the purpose thereof.

Until such time as a purchase order is issued by County for specific work, following a certification within the County that funds are appropriated and available to support such work, County shall not have incurred a financial obligation under this Agreement for such work.

AGREEMENT MODIFICATIONS

This Agreement represents the entire and integrated agreement between County and Contractor and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by a writing signed by County and Contractor.

USE OF CONTRACT BY OTHER GOVERNMENTAL ENTITIES

Consistent with the provisions of General Municipal Law §103 and other applicable law, rules, and regulations, this Agreement is intended to be open and available for use by other government entities, including without limitation, counties, towns, and villages within New York State.

Any such entity wishing to use this Agreement should consult with counsel as to its applicability and/or suitability within the specific context of such entity's governmental structure, authorized procurement processes, and market for comparable goods and/or services, accounting for such other factors as may be relevant to such transaction.

County shall not be responsible for paying any costs incurred by such entity actually receiving services under this Agreement.

Contractor and any such entity shall memorialize and provide in a separate written instrument responsibility for payment and performing other obligations, including terms and conditions that may differ from this Agreement.

County shall not be responsible for liability arising from such use by any such entity in using this Agreement.

SEVERABILITY

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

DISCRIMINATION PROHIBITED

Consistent with Labor Law §220-e, Contractor agrees that:

- in the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of any subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
- no contractor, subcontractor, nor any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, disability, sex, or national origin;

- there may be deducted from the amount payable to Contractor by County under this Agreement a penalty of fifty (\$50.00) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement;
- this Agreement may be cancelled or terminated by County, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of this Agreement; and
- the aforesaid provisions of this section, covering every contract for or on behalf of the County for the manufacture, sale, or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

Further, Contractor acknowledges that discrimination on the basis of race, creed, color, disability, sex or national origin is prohibited under various provisions of federal, state, and local law, including applicable rules and regulations.

CLAUSES REQUIRED BY LAW

Each and every provision of law and clause required by law to be part of this Agreement shall be deemed to be part of this Agreement and to have been inserted in this Agreement, and shall have the full force and effect of law.

SUSPENSION AND DEBARMENT

Contractor certifies that, except as noted, Contractor and any person associated with Contractor in the capacity of owner, partner, director, officer, or major stockholder is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, and has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years.

End Standard Provisions



Onondaga County
Executive Department

Division of Purchase

John H. Mulroy Civic Center, 13th Floor
421 Montgomery Street
Syracuse, NY 13202

www.ongov.net

Phone (315) 435-3458

J. RYAN MCMAHON, II
County Executive

DANIEL HAMMER
Director

Date: October 17, 2022

Subject: Request for Proposal RFP #22-7500-002
Print Management Services

Dear Vendor:

Enclosed is an Onondaga County Request for Proposal (RFP) seeking a contract to provide Print Management Services for the Onondaga County Department of Purchase. The County is seeking a quality firm to provide high quality services.

Please review the attached materials and respond in accordance with the instructions in the RFP. If you have technical questions relating to the scope of services or questions relating to the RFP process, please contact the undersigned. Otherwise, the only permissible County contacts for vendors regarding this RFP are listed in Sections 4.1, 4.2, and 4.3 or are otherwise identified in the document.

Thank you for your anticipated interest in this service to Onondaga County. If it is not your intention to submit a proposal, please notify us in writing before the proposal close date.

Sincerely,

DocuSigned by:
A handwritten signature in blue ink that reads "Daniel Hammer".
57E9E966235047B...

Daniel Hammer
Purchasing Director

Attachments:

- Attachment #1: Print Management Schedule A

STAMP_ITEMNUMB

1. INTRODUCTION AND INSTRUCTIONS

- 1.1. RFP Certification: Pursuant to the provisions of New York State General Municipal Law, the Onondaga County Division of Purchase certifies the services required are not subject to competitive bidding under the professional service exemption and Onondaga County Purchasing rules require selection of services through a Request for Proposal process.
- 1.2. Schedule of Events. The schedule of events set out herein represents the County of Onondaga's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFP will be sent out as an official, written addendum prior to the closing date of this RFP. After the close of the RFP, the County reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, contract award and the contract term on an as-needed basis with or without notice.

Release Date:	10/17/22	Proposal Submission Deadline:	11/08/22
Pre-Proposal Meeting:	N/A	Expected Award Date:	TBD
Final Date for Submission of Questions:	10/25/22	Expected Contract Start Date:	01/01/23
Addendum Answering all Questions Issued by County	10/27/22		

1.3. Submission of Proposals

- 1.3.1. Sealed Proposals, (one (1) original and one (1) electronic copy – in the form of a compact disk or flash drive), shall be submitted to the Onondaga County Division of Purchase the John H. Mulroy Civic Center, 421 Montgomery Street, 13th Floor, Syracuse, New York, no later than 3:00 p.m., November 8, 2022. Note: Packages not containing the required number of copies will be rejected.
- 1.3.2. No proposal will be considered which is not accompanied by pricing as requested and signed by an authorized official of the firm.
- 1.3.3. Proposals must be received on or before the time and date specified. Proposals received after the time specified will not be considered and will be returned unopened.
- 1.3.4. Proposal information is restricted and not publicly available until after the award of the Contract.
- 1.3.5. Responses to this RFP may require that potential vendors include corporate information that is proprietary. All RFP materials are subject to the Federal and State Freedom of Information Laws, unless marked in advance as proprietary. You may NOT protect the entire RFP response or the pricing pages as proprietary. Should a request be filed to view the RFP responses, all material marked proprietary will be redacted. Should additional justification be required to protect a section, it will be the vendor's responsibility to qualify the section under the proprietary exemption. The County reserves the right to release sections which as a matter of law do not meet the standard to be exempted, regardless of how they were marked by the vendor.
- 1.4. Modifications or Withdrawal of Proposal A proposal that is in the possession of Division of Purchase may be altered by a letter bearing the signature or name of the authorized person, provided it is received PRIOR to the date and time of the opening. Fax, telephone or verbal alterations will not be accepted. A proposal that is in the possession of the Division of Purchase may be withdrawn by the vendor up to the time of the opening. Failure of the successful Vendor to furnish the service awarded, as a result of this advertisement, shall eliminate the Vendor from the active Vendors list for a period of time as determined by the Purchasing Director.

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1.5. Award and Contract Information

- 1.5.1. Onondaga County encourages its contractors to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers. MWBE and EEO compliance and participation will be a priority in evaluating responses to this RFP.

Onondaga County requires all respondents to this RFP for professional services: (1) to be a certified MWBE prime contractor, or (2) to subcontract services and/or purchase supplies from a MWBE partner (or MWBE Partners) sufficient so that not less than 30% of the total value of the work and supplies purchased by the County from your company, or, if such 30% requirement is unattainable, to submit a written explanation for why the 30% requirement is unattainable, along with a description of any attempted efforts to meet the 30% requirement. The County will consider M/WBE contractors that have applied for New York State Certification. Onondaga County will consider on a case by case basis City of Syracuse or other M/WBE certifications your company has attained.

Suppliers that submit proposals in response to this RFP will be required to submit a conceptual plan identifying the services and / or supplies that will be subcontracted or purchased, respectively, from your identified M/WBE partners.

- 1.5.2. The Vendor also agrees that should this firm be awarded a Contract, Vendor will not discriminate against any person who performs work hereunder because of age, race, color, sex, creed, sexual orientation, national origin, or disability.
- 1.5.3. The Vendor expressly warrants to the County that it has the ability and expertise to perform its responsibilities hereunder and shall use the highest standards of professional workmanship.
- 1.5.4. Onondaga County reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the County to do so.
- 1.5.5. The successful Vendor will be required to enter into and sign a formal Contract with the County with reasonable adjustments acceptable to the County. This RFP and the response of the successful vendor will become a part of the Contract and will be in effect for the duration of the contract period. The Contract language will control over any language contained within this RFP that conflict with the signed and fully executed Contract.
- 1.5.6. The successful Vendor shall comply with the Americans With Disabilities Act.
- 1.5.7. Onondaga County will make this contract available to all municipalities, subject to eligibility under state law. Contractors can provide substantially the same goods and services under the same terms and conditions detailed in the RFP, provided local law permits and the requesting municipality makes their own payment arrangements. The vendor may not increase the price on the contract but may negotiate a reduction. Onondaga County is not responsible for determining a municipality's ability to piggyback, and that right is reserved exclusively to local counsel. Although extension of the contract to additional municipalities is optional for the vendor, providing this service is a priority for the County.



Onondaga County
Executive Department

Division of Purchase

John H. Mulroy Civic Center, 13th Floor
421 Montgomery Street
Syracuse, NY 13202
www.ongov.net
Phone (315) 435-3458

J. RYAN MCMAHON, II
County Executive

DANIEL HAMMER
Director

REQUEST FOR PROPOSAL

TITLE: Print Management Services
NUMBER: #22-7500-002

CLOSING DATE AND TIME: November 8, 2022, 3:00 P.M.

DELIVER TO: Onondaga County Division of Purchase, address above

In compliance with the RFP specifications and the Conditions of Proposing, I, the undersigned, offer and agree to furnish any or all materials and/or services upon, which prices are offered, at the price set opposite each, to the County within the time specified. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Offeror.

By my signature, below, Contractor subscribes and Contractor affirms as true under penalties of perjury the following statement:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

Name and Address of Record:

State of Incorporation _____ Telephone number _____

Mailing Address _____

Federal I.D. number _____

Authorized signature _____

Typed or Printed Name _____

Title of Authorized Person _____

Receipt of Addenda Nos. _____ is hereby acknowledged. (Where none received, place the figure

(0) Zero in this space.)

NO LATE PROPOSALS WILL BE ACCEPTED

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PREVENTION OF SEXUAL HARASSMENT

Section 201-g of the New York State Labor Law requires employers to adopt a sexual harassment prevention policy, make such policy available to its employees, and provide sexual harassment training to its employees, consistent with model policies, guidance, and regulations developed by the New York State Department of Labor. (<https://www.ny.gov/combating-sexual-harassment-workplace/employers>)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Such certification is consistent with the requirements of New York State Finance Law Section 139-L, which provides that **a bid shall not be considered for award nor shall any award be made to a bidder who has not completed this certification**; provided, however, that if the bidder cannot make the foregoing certification, such bidder shall so state at the time of bid submission and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.

By signing below, this bid shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the corporation.

Under penalty of perjury, by signing below, I submit this bid on behalf of the firm, and certify that the firm has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees.

Firm Name: _____

Date: _____

Signature of Authorized Person: _____

Printed Name and Title
of Authorized Person: _____

REQUEST FOR PROPOSAL

TITLE: Print Management Services

NUMBER: #22-7500-002

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2. ONONDAGA COUNTY GREEN AND SUSTAINABLE PRACTICES

Sustainable Practices: It is the goal of Onondaga County to limit its carbon footprint and the environmental impact of its activities through its carbon calculator by achieving 1% each year over the next 25 years. If contractor participates in any sustainable practices such as but not limited to alternative fuels in contractor vehicles, recyclable materials used in advertising, or sustainable features at any support facilities, please include them here for consideration. County may consider high priority sustainability solutions of the contractor after reviewing full and compliant responses to inquiries made in the RFP.

3. PROPOSAL SUBMITTAL

- 3.1. **Original Proposal** The complete proposal must be submitted in a sealed package with one (1) original and one (1) electronic copy, prior to the opening date and time. All proposals shall be marked Print Management Services, #22-7500-002. Vendors shall include all documents necessary to support their proposal in the sealed package. Vendors shall be responsible for the delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.
- 3.2. **Proposal Format** Proposals must be typed or printed on 8 1/2 x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed with tabs delineating each section. Pages must be sequentially numbered within major document sections, which are clearly defined below. Sales materials or brochures, if submitted, must be in a separately bound appendix. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.
 - 3.2.1. **Cover Page:**
 - 3.2.1.1. Full proposal name and number.
 - 3.2.1.2. Submission date and time.
 - 3.2.1.3. Prime Contractor name (Onondaga County/Vendor who is responsible).
 - 3.2.2. **Table of Contents:**
 - 3.2.2.1. All items listed in Proposal Format in the sequence listed.
 - 3.2.3. **Executive Summary:**
 - 3.2.3.1. Summarize understanding of the scope of the RFP (project).
 - 3.2.3.2. Explain how your solution or approach addresses the requirements provided in this RFP.
 - 3.2.3.3. Provide a summary or overview of each proposed solution, for each corresponding component of Scope of Work offered in this proposal.
 - 3.2.3.4. State exceptions and omissions to stated requirements.
 - 3.2.3.5. Summarize any assumptions (made by the Vendor) in order to adequately respond to the requirements of this RFP.
 - 3.2.3.6. Summarize all resources, assumed or expected, to be provided by Onondaga County. This summary should clearly identify what the Vendor expects or anticipates by way of County personnel or resources. This is to be summarized by component.
 - 3.2.4. **Compliance Statement:**
 - 3.2.4.1. State agreement with all General Provisions, Special Provisions, Equipment, Standard of Performance and Reliability.
 - 3.2.5. **Project Coordination and Scheduling**
 - 3.2.5.1. Provide a work plan with start date, duration and physical requirements. To be provided for each component if proposed separately.

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3.2.6. Vendor Responsibilities

3.2.6.1. Proposal Certification, Verification, and Signature. Proposals not signed by authorized officer of the Vendor's organization will be eliminated.

3.2.6.2. It is the sole responsibility of the VENDOR to assure that they have received the entire Request for Proposal. Proposal and any addenda may be secured by contacting the Division of Purchase.

4. QUESTIONS

4.1. During the period between the earliest notice of the RFP to vendors and the contract award, no county employee can accept oral, written, or electronic contact from vendors regarding the procurement, except as authorized in Section 4 of the RFP. All proposals will remain sealed until after the submission deadline.

4.2. All questions regarding the RFP must be submitted in writing to RFP@ongov.net

4.3. Questions may also be submitted via mail to:

Daniel Hammer, Director
Onondaga County Division of Purchase
John H. Mulroy Civic Center, 13th Floor
421 Montgomery Street
Syracuse, NY 13202

5. REIMBURSEMENT/GIFTS

5.1. Denial of Reimbursement The County will not reimburse vendors for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

5.2. Gratuity Prohibition Vendors shall not offer any gratuities, favors, or anything of monetary value to any official, employee or agent of the County for the purpose of influencing consideration of this proposal.

6. GENERAL PROVISIONS

6.1. Defend, Indemnify , And Hold Harmless To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County and any person for whose acts or omissions County is legally responsible (County's Person) against and from:

any claim that County or County's Person is legally liable for damages arising from injury to person or property which occurred during the performance of this agreement or in connection with or collateral to this agreement and was caused in whole or in part by the culpable conduct of Contractor or any person for whose acts or omissions Contractor is legally responsible (Contractor's Person) or any subcontractor of Contractor (Contractor's Subcontractor) or any person for whose acts or omissions Contractor's Subcontractor is legally responsible (Subcontractor's Person); and

any reasonable and necessary expense, cost, or fee, including attorney's fee, incurred by County in County's defending County or County's Person against or incident to any claim that County or County's Person is legally liable for damages arising from injury to person or property which occurred during the performance of this agreement or in connection with or collateral to this agreement and was caused in whole or in part by the culpable conduct of Contractor or Contractor's Person or Contractor's Subcontractor or Subcontractor's Person; and

any damages for which County or County's Person is legally liable arising from injury to person or property which occurred during the performance of this agreement or in connection with or collateral

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to this agreement and was caused in whole or in part by the culpable conduct of Contractor or Contractor's Person or Contractor's Subcontractor or Subcontractor's Person.

6.2. Insurance

6.2.1. Liability Insurance

Contractor shall obtain, from an insurer authorized by a license in force pursuant to the insurance law of the state of New York to do an insurance business in the state of New York and having an A. M. Best Company, Inc. financial strength rating of A- or better and an A. M. Best Company, Inc. financial size category of XV, personal injury liability insurance, as personal injury liability insurance is defined by New York State's Insurance Law § 1113 (a) (13), and property damage liability insurance, as property damage liability insurance is defined by New York State's Insurance Law § 1113 (a) (14), covering and applying to legal liability of the insured for damages, and to loss, damage, or expense incident to a claim of such liability, arising out of the death or injury of any person or out of injury to the economic interests of any person as the result of negligence in the rendering expert, fiduciary, or professional service or out of the loss or destruction of or damage to property, that occurs in the performance of, or in connection with, or collateral to, this agreement.

6.2.2. Contractor shall obtain the personal injury liability insurance and the property damage liability insurance by insurance contract or contracts, as insurance contract is defined by New York State's Insurance Law § 1101 (a) (1), specified and described in this agreement. Each insurance contract shall name Contractor as the insured in its declarations. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to name, make, and add County as additional insured so as to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of County for damages, as to the legal liability of the insured for damages, and covering and applying to the loss, damage, or expense incident to a claim of the legal liability of County for damages, as to loss, damage, or expense incident to a claim of the legal liability of the insured for damages. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance to County, as primary to, and not seek contribution from, any other insurance available to County by any other insurance contract naming County as the insured. Each insurance contract shall be endorsed by the insurer to obligate the insurer to give County written notice of any termination or substantive change of the insurance contract, at least 30 days before the termination or substantive change, by the insurer's delivering the notice to County's Department of Law, John H. Mulroy Civic Center, 421 Montgomery Street, Syracuse, NY 13202. Each insurance contract shall be approved and accepted by County.

6.2.3. Contractor shall obtain these insurance contracts:

6.2.3.1. Commercial general liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, however arising, in a minimum amount \$1 million for each occurrence of, and in a minimum amount of \$2 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

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- 6.2.3.2. Automobile liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the ownership, maintenance, or use of any motor vehicle, as motor vehicle is defined by New York State's Vehicle and Traffic Law § 125, in a minimum amount of \$1 million for each occurrence of death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.
- 6.2.3.3. Umbrella liability insurance contract that obligates the insurer to provide personal injury liability insurance and property damage liability insurance, in excess of that personal injury liability insurance and property damage liability insurance provided by any commercial general liability insurance contract, automobile liability insurance contract, and professional liability insurance contract required by this agreement, in a minimum amount of \$1 million for each occurrence of death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.
- 6.2.3.4. Professional liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the insured's business, trade, occupation, or practice of a profession for which a license is required by a governmental authority of the state of New York, in a minimum amount of \$2 million for each occurrence of, and in a minimum amount of \$4 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.
- 6.2.4. Contractor shall deliver to County's Department of Law, before this agreement may be made or performed, and from time to time as is reasonable, as evidence that Contractor has obtained the insurance as required by this agreement, both a form certificate of insurance approved for use by New York's superintendent of insurance which identifies the insurance contracts obtained by Contractor and copies of the declarations of each insurance contract referred to in the form certificate of insurance. At the request of County, Contractor shall deliver to County's Department of Law a copy of any insurance contract required by this agreement.

6.2.5. WORKERS' COMPENSATION AND DISABILITY BENEFITS

6.2.5.1. This agreement shall be void and of no effect unless Contractor and other person or entity making or performing this agreement shall secure compensation for the benefit of, and keep insured during the life of this agreement, the employees engaged thereon, in compliance with the provisions of the New York State workers' compensation law.

6.2.5.2. Contractor shall show, before this agreement may be made or performed, and at all times during the life of this agreement, that Contractor, and other person or entity performing this agreement, is in compliance with the provisions of the New York State workers' compensation law, by Contractor's delivering to County's Department of Law that New York State Workers' Compensation Board (Board) form or State Insurance Fund (Fund) form described in one of the following subparagraphs numbered 1, 2, 3, or 4, and that Board form described in one of the following subparagraphs numbered 5, 6, or 7:

6.2.5.2.1. 1. Board form C-105.2 (Fund form U-26.3, if the insurer is the State Insurance Fund), subscribed by the insurer, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, as workers' compensation insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6.2.5.2.2. 2. Board form SI-12, completed by Board's self-insurance office and approved by Board's secretary, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, as Board approved workers' compensation self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6.2.5.2.3. 3. Board form GSI-105.2, completed by the group self-insurance administrator, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, by being a participant in a workers' compensation group self-insurance plan, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6.2.5.2.4. 4. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Contractor, and other person or entity making or performing this agreement or the Work is not required to secure compensation for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6.2.5.2.5. 5. Board form DB-120.1, subscribed by the insurer, showing that Contractor, and other person or entity making or performing this agreement has secured the payment of disability benefits, as disability benefits insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6.2.5.2.6. 6. Board form DB-155, completed by Board's self-insurance office and approved by Board, showing that Contractor, and other person or entity making or performing this agreement, has secured disability benefits, as Board approved disability benefits self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6.2.5.2.7. 7. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Contractor, and other person or entity making or performing this agreement is not required to secure disability benefits for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6.3. Assignment Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement, or Contractor's right, title, or interest in this agreement, or Contractor's power to execute this agreement, to any other person or entity without the previous consent in writing of County.

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- 6.4. Independent Contractor Contractor is an independent contractor. Neither Contractor, nor Contractor's officers, employees, agents, or servants shall hold themselves out as, or claim to be, officers, employees, agents, or servants of County.
- 6.5. Conflict of Interest At the time Contractor submits a response, or if no response is submitted, prior to performing any services under this agreement, Contractor shall deliver to County's Department of Law, the attached affidavit certifying that Contractor has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to County. The affidavit shall further state that in rendering services to County no persons having any such interest shall be employed by Contractor. Contractor assumes full responsibility for knowing whether Contractor's officers, employees, agents, or servants have any such interest and for certifying the absence of such conflict to County.

During the course of performing services for County, Contractor shall disclose immediately to County, by affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of Contractor, Contractor's officers, Contractor's employees, Contractor's agents, and Contractor's servants. The duty to disclose is a continuing duty. Such disclosure is a material obligation of this agreement and Contractor's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement. In the event of an apparent or actual conflict of interest during the course of performance, Contractor shall suspend all work and services, and County's payments to Contractor shall be suspended pending final approval by County or County's Board of Ethics. If the conflict cannot be resolved to the satisfaction of County, County may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving County's right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of Contractor, and Contractor shall disclose the same. Contractor shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (1) payor or party for services on the same project or related project. Contractor shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration from parties other than County for work on the project to which this agreement pertains. If applicable, Contractor shall disclose further the direct or indirect acquisition of any interest in the real estate which is the subject of the project, or in the immediate vicinity thereof. A conflict of interest of Contractor's officers, Contractor's employees, Contractor's agents, or Contractor's servants shall be deemed a conflict of interest of Contractor, giving rise to the duty to disclose.

Contractor shall not disclose any data, facts or information concerning services performed for County or obtained while performing such services, except as authorized by County in writing or as may be required by law.

- 6.6. Account Representative The successful Vendor shall appoint, by name, a company representative who shall be responsible for servicing this account. The representative shall be responsible to provide the services required to insure that the account would be administered in an organized systematic manner.
- 6.7. Responsiveness Vendors are expected to examine specifications, schedules and instructions included in the package. Failure to do so will be at the Vendor's risk.
- 6.8. Effective Dates of Proposal All terms, conditions and costs quoted in the Vendor's response will be binding on the vendor for 180 days from the last date to submit the proposal.
- 6.9. Advertising Award The successful Vendor must receive written approval from the County before advertising the award of the contract or the services to be provided under the contract. The Vendor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the County.

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- 6.10. Beginning Work The successful Vendor will not commence any work, which could be billed, until a valid contract has been executed between the Vendor and the County.
- 6.11. Statement of Assumptions The Vendor will clearly describe any assumptions made (by them) in order to successfully complete the proposal. These assumptions include, but are not limited to, any assumptions that Onondaga County will provide space, people, materials and other resources, etc.
- 6.12 Contract The contract between the County and the Vendor shall include:
- 6.12.1 The Request for Proposal (RFP) and any amendments thereto, and the proposal submitted by the contractor in response to the RFP. In the event of a conflict in language between the RFP and the proposal, the provisions and requirements set forth and/or referenced in the RFP shall govern. Onondaga County reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the contractor's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern.
- 6.12.2 The standard Onondaga County Vendor contract, a copy of which is available upon request.
- 6.13 Extensions and Amendment Contract will be for three (3) year(s) with two (2) possible one (1) year extensions requiring mutual consent of the County and the Vendor. In performing the Contract, both parties agree to comply with all applicable state, federal, and local laws, rules and regulations.
- 6.14 Replacement Contract In the event a replacement contract is not issued, any contract let and awarded hereto under by the County may be extended unilaterally by the County, for an additional period of one month, upon notice to the contractor, with the same terms and conditions as the original contract. With the concurrence of the vendor this extension may be for a period of up to three months, however the extension terminates should the replacement contract be issued in the interim. The County reserves the right to unilaterally extend such contract for an additional period of one month, upon notice to the contractor, with the same terms and conditions as the original contract. With the concurrence of the vendor this extension may be for a period of up to three months.
- 6.15 Audit The County or any of their duly authorized representatives shall have access to any books, documents, papers, and records of contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.
- 6.16 Ownership of Documents/Work Product It is agreed that all finished or unfinished documents, data, or reports, prepared by contractor under the Contract shall be considered the property of the County, and upon completion of the services to be performed, or upon termination of the Contract for cause, or for the convenience of the County, will be turned over to the County.
- 6.17 Proprietary Information All RFP materials are subject to a Freedom of Information Request under the New York State Public Officers Law. If any request is received regarding this RFP, you will be afforded the opportunity to submit justification to exempt any section you have identified in your proposal as proprietary. The county will not accept any request by a potential vendor to declare the whole RFP response as proprietary, or to declare any pricing pages as proprietary. The county reserves the right to determine whether the proposal will be released in whole or in part.
- 6.18 Appropriations This agreement is executory only to the extent of the monies appropriated and available for the purpose of this agreement and no liability on account thereof shall be incurred by County beyond monies appropriated and available for the purpose thereof.
- 6.19 Funding Onondaga County warrants that the funds are available during the current fiscal period, and that the County shall use its best efforts to obtain funds to make payments in each subsequent fiscal period through the end of the contract term. If a funding request to the Legislative body for any part of

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the contract term is denied, the County may terminate the contract on the last day of the fiscal period for which funds have been appropriated.

6.20 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue shall be a court of competent jurisdiction in Onondaga County, and Contractor consents to such jurisdiction. County does not agree to arbitration.

6.21 Preparation of Proposal

6.21.1 No proposal will be considered which modifies, in any manner, any of the provisions, specifications or minimum requirements set forth in the Request for Proposal.

6.21.2 In case of error in the extension of prices in the proposal, unit prices will govern.

6.21.3 Vendors are expected to examine special provisions, specifications, schedules and instructions included in this request. Failure to do so will be at the Vendor's risk.

6.21.4 Failure to respond (i.e. submission of a proposal, or notice in writing that you are unable to offer but wish to remain on the active mailing list) to Request for Proposals will be understood by the Onondaga County to indicate a lack of interest and will result in the removal of the firm's name from the applicable mailing list.

7. SCOPE OF SERVICE

7.1. Introduction

Onondaga County is seeking Print Management Services for the large volume of printing created by all departments throughout the County. Onondaga County believes that managed printing services will not only reduce our environmental footprint by lowering paper usage, but it would further augment productivity and dependability. Furthermore, a well-designed print management plan would allow Onondaga County to enhance management of its printing structure. Ultimately, our goal is to be able to make monitoring our printing needs easier and lower costs.

7.2. County Goals

Onondaga County seeks the following as part of a successful Request for Proposal:

- 7.2.1. Significantly reduce the County's current Print Management expenses by further reducing or consolidating our volume printing and other cost saving methods, without sacrificing a high level of quality and accessibility needed from our current MFDs.
- 7.2.2. Onondaga County wants to see a developed print strategy and the process for implementation. The print management strategy should include approaches and best practices that have been proven to effectively reduce print volume and the costs associated with printing. The strategy should also include upgrading opportunities and cost savings methods. The County is looking for a complete Print Management Solution.
- 7.2.3. The County seeks to reduce the current number of MFDs and desktop printers wherever possible, and better utilize all of our current MFDs for ease of maintenance and usage.
- 7.2.4. The County intends to enter an agreement with one vendor who will streamline equipment procurement and service procedures, reducing the number of service repair agreements.
- 7.2.5. The successful proposal will provide a central point of administration for remote management of all our MFDs throughout each department and location. These MFDs have duties to include, but not limited to, collecting data, producing reports, and creating alerts based on low supply levels and/or faulty equipment and components.
- 7.2.6. The successful vendor must manage toner supply to ensure uninterrupted service. A procurement system will be established and supervised remotely to make sure supplies arrive as needed.

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- 7.2.7. The County requires the awarded vendor provide one dedicated account manager. This person will be responsible for processing client requests as well as managing, coordinating, and resolving print-related incidents, and be responsible for operational assistance and technical support.

7.2. General Vendor Information

- 7.2.1. Provide a brief historical perspective on your company (years in business, growth via mergers/acquisitions, key industry innovations), and an overview of your growth over the past five years.
- 7.2.2. What is your company's business philosophy as it relates to your business relationships? What are your company values?
- 7.2.3. Describe your office locations and types (full service, on-site, out-plant, etc.), including affiliate relationships.
- 7.2.4. Indicate specific sales volume for the prior year for these market segments: total lease sales for multifunction machines, and total lease sales to government entities.
- 7.2.5. Describe any green and sustainable practices that your company has implemented or plans to implement and how that could be included in this proposal.

7.3. General Print Management Information

- 7.3.1. Onondaga County currently has approximately 200 MFDs and other stand-alone printers, located at different departments throughout various locations in the County. These machines currently produce approximately 450,000 total pages per month.
- 7.3.2. Onondaga County has numerous equipment leases expiring at various times in the future. At the end of each lease, the vendor will be responsible for evaluating these machines and making equipment upgrade recommendations, and print management solutions.
- 7.3.3. The numbers listed in above are subject to re-evaluation by the County and recommendations made by the vendor. The items of equipment to lease by the lessee are set forth on Schedule A (pricing matrix) attached hereto and made part of this RFP. Additional pieces of equipment may be required during the contract and Onondaga County reserves the right to add additional equipment to this contract, or to bid equipment separately as this situation dictates. Both the total number of units and the types may be extended at the County's discretion under the same contract. All the numbers stated in this contract are estimates, as the County enters contracts for machines in place.
- 7.3.4. The vendor should describe its process for adding additional equipment, as well as print management to desk top devices.

7.4. Required Submissions

- 7.4.1. A report detailing a plan to conduct an extensive review of all the County's current equipment/MFDs.
- 7.4.2. A comprehensive print management solution including, but not limited to parts maintenance, toner, and any other consumables.
- 7.4.3. A Proposal detailing when to replace current equipment. The delivery and installation of each MFD will be coordinated with the various departments, including the removal of old or inefficient machines.
- 7.4.4. A detailed plan to perform Print Managed Services for all the County's equipment at all its locations and proactive device management. Machines/equipment with a demonstrated history of excessive downtime shall be replaced by the vendor with an equally capable machine. Proposals should include thresholds for excessive downtime.
- 7.4.5. Onondaga County will not be responsible for any equipment being replaced or removed due to malfunction or upgrade throughout the term of this contract.
- 7.4.6. At least three references of other equivalent sized municipalities where the vendor is currently providing service and support is required.

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7.5. Operational Configuration

- 7.5.1. Describe the nature of the desired service configuration you propose for Onondaga County. Address all aspects of the installation schedule and service program. Identify any special training or certifications your service team has which would be relevant.
- 7.5.2. The vendor shall have in place a successful parts delivery system and inventory. It is the responsibility of the vendor to track the usage of supplies to ensure an adequate availability.
- 7.5.3. The vendor must provide a web portal for ordering and tracking supplies. The vendor must be able to track the status of the toner automatically on all the machines under the agreement.

7.6. Quality Standards

- 7.6.1. Describe your quality control process and your process for any unresolved issues.
- 7.6.2. If the successful vendor has four violations of the service and support agreement (listed in section 7.7), documented by Onondaga County, it may result in a penalty. A long term inability to comply may result in termination of specific leases or the full County agreement.
- 7.6.3. Penalties included in this RFP: If the vendor fails to provide repair service within the required four hour time frame from when the vendor is notified, a \$25.00 credit will be applied to the invoice. If four violations occur throughout the course of our agreement, then a \$150.00 credit will be applied to the invoice. After the fourth occurrence, the penalty will continue to be \$150.00 for each occurrence. If there are multiple repairs needed to be done at the same time to different machines, there will not be any penalty if a service technician arrives late. If this were to occur, Onondaga County requires it be notified and updated as to when the technician will arrive for the repair. Persistent issues with untimely repairs or faulty machines may results in contract termination. County decision to waive a particular penalty or penalties will not invalidate this section for other instances.
- 7.6.4. Describe your performance standards to resolve service issues.
- 7.6.5. Describe how you measure and report customer satisfaction.

7.7. Maintenance Program

- 7.7.1. Please supply a copy of your standard maintenance program and service level guarantee according to each model if appropriate. Onondaga County reserves the right to request changes in the agreement to meet the needs of the County
- 7.7.2. Maintenance is defined as acceptable work performed by the vendor to assure that all features of the equipment are operating per the manufacturer's published standards.
- 7.7.3. The vendor must describe its procedure for reporting service calls, service history, end user printer usage, inventory, and asset management. The vendor must be able to supply any of these reports within 24 hours. Exceptions to this will only be accepted upon Onondaga County's approval.
- 7.7.4. The vendor is responsible to provide all parts and labor as part of device maintenance. No additional costs will be allowed.
- 7.7.5. Please provide details on how you intend to supply service, including the number of service technicians who will be available in the field.
- 7.7.6. Within 1 hour of a remedial service call to the supplier, a service technician will be required to call the designated Onondaga County Department of Information Technology contact and inform them that he/she has been notified and when he/she will respond to their call. It will be the responsibility of the supplier to provide service within four (4) hours on-site after a call is placed, during normal business hours (8:30am-4:30pm, Monday-Friday).
- 7.7.7. Any MFD or copier (original or alternate) that is down for more than 48 hours will be replaced with a backup of equal or higher specifications. A replacement copier (new or newly manufactured) or one of equal or higher specifications shall be provided if: a) a copier that is

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down more than 3 times in a month for a similar problem b) the original copier cannot be fixed within 5 business days.

- 7.7.8. Material breaches from service level guarantees will be considered grounds for contract termination at Onondaga County's discretion. Material breaches include, but are not limited to: late service occurring more than 2 times within a month, 1 instance of service provision more than 8 hours within call, failure to provide backup when a MFD or copier has been down for more than 24 hours, or failure to provide replacement MFD or copier under conditions described above.

7.8. Account Management

- 7.8.1. Onondaga County requires a single point of contact, a dedicated account manager, to initiate asset management activities. The vendor's account manager may be part of a team dedicated to serving Onondaga County. This team is required to be readily available during normal business hours.
- 7.8.2. Describe your organization's management hierarchy. Who will be responsible for this account? Give specific names, titles, locations, and phone/fax numbers.
- 7.8.3. Please describe your process for escalation in the event of unresolved issues.
- 7.8.4. Onondaga County requires the vendor's account manager to meet with an authorized Onondaga County Representative quarterly to review usage history, any service issues, and any possible updates or changes which could be generated to help achieve Onondaga County's Print Management goals.
- 7.8.5. How will your team facilitate clear, strong communication between your organization and Onondaga County?
- 7.8.6. Describe your organization's service team and the number of technicians you have stationed in Onondaga County.

7.9. Technology and Information Management

- 7.9.1. Describe your organization's ability to provide custom and ad hoc reporting to Onondaga County. Please describe information that can be included within reports, including user name, quantity, document type, etc.
- 7.9.2. All MFDs must be able to provide electronic meter reading and for service and supplies billing.
- 7.9.3. The vendor should supply a master activity report for all MFDs at all the County's sites. This report should include the machine identification number, model number or serial number, beginning and ending meter numbers, total copy volume extended by the cost per page and the cost per device to achieve the total monthly cost per device. Also included should be any recorded maintenance and any service repairs during that time. It should contain the total amount of pages by department, and total billing for all printing service which occurred in that billing cycle.
- 7.9.4. Onondaga County requires all invoices be sent electronically.
- 7.9.5. The vendor will supply an annual summary report. Onondaga County requires the report state the total pages by all departments for the past year.
- 7.9.6. Describe any and all technological advantages you would make available to Onondaga County. Include any security features, features that protect the "eyes only nature of documents" servers, document management solutions, authentication, preflighting, open platform connectivity, energy management etc.

7.10. Hardware & Software Solutions

- 7.10.1. All MFDs must come standard with hard drive security to DOD standards (data overwrite and encryption). Do you offer print validation on your MFDs?
- 7.10.2. Onondaga County currently uses the document management program, Docuware. Please describe how your devices will accept this program, or an equivalent program.
- 7.10.3. Do your organization's MFDs allow for an imbedded scan to connection to our current document management program, Docuware or an equivalent program? Could this be done from the touch

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screen of the machine? Will this be able to securely authenticate and display specific file cabinets?

- 7.10.4. Can your organization's MFDs handle private print and fax to email? Please explain your procedures for specialty printing, envelope printing, label printing and check printing.
- 7.10.5. Describe your organization's experience and technology regarding a MFD connector for output management software?
- 7.10.6. Onondaga County requires an external authentication device for each MFD.
- 7.10.7. Onondaga County uses Active Directory to track personnel profiles, rights, privileges, and other roles as attached to their job responsibilities. Please describe your MFDs implementation process with regards to Active Directory for Print Management Purposes. This would include, but not limited to preloading email addresses, directing fax to email functionality, and tracking print by user in addition to by source computer. Describe your MFDs virtual printer queue data submission, user contact data and network/computer configuration data.
- 7.10.8. Please provide a listing of all hardware and software solutions, complete with specs, monthly rate, per page charge, and any other fees or options.

7.11. Implementation and Transition

- 7.11.1. Vendor will provide a plan to implement this account, including timeline for implementation, and coordination with necessary county service departments.
- 7.11.2. Describe the process and programs available for user training. The awarded vendor shall provide all required training for the successful operation of any MFD or stand-alone equipment if desired. The cost of the training will be at the vendor's expense.
- 7.11.3. All MFDs shall have a dedicated instruction manual located at each machine. This instruction manual should include directions for general operation, loading toner, and clearing jams etc.
- 7.11.4. What are the resources which will be used and if you need any resources from Onondaga County during the implementing process, what would they be?

7.12. Personnel

- 7.12.1. The vendor will explain how recruiting and retaining high quality, excellent employees is achieved.
- 7.12.2. Describe your process for new hire training and orientation programs.

7.13. Cost Avoidance

- 7.13.1. Onondaga County is looking for a vendor that can help eliminate any waste from the County's Print Management Plan. What other cost avoidance opportunities do you recommend Onondaga County evaluate at this time in your print management plan?
- 7.13.2. Describe how your company would measure the return on investment for Onondaga County by implementing your offered solution.

7.14. Environmental

- 7.14.1. Onondaga County is looking to contract with a vendor who is "green conscious". Please describe how your organization fits this program goal.
- 7.14.2. How can the awarded vendor support Onondaga County's goal to minimize its use of paper?
- 7.14.3. Describe what importance Energy Star products play in making your decisions, and you manage the power consumption of all MFDs?
- 7.14.4. Please explain your green initiative which provides recycling of any toner or printer cartridge at no charge to Onondaga County. This should include pickup and shipping.
- 7.14.5. Vendors should be familiar with Onondaga County's Climate Action Plan. Detailed information about this plan can be found on the County's website (www.ongov.net). Please describe how you can contribute to this plan.

7.15. The Future of Print Management

- 7.15.1. What is your organization's vision for the future of Print Management?

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7.15.2. Describe your differentiating qualities and indicate why you are the best vendor for Onondaga County. Why are you the best partner for us now and in the future?

7.16. Contract

Describe how Onondaga County may change its policy and also cancel a lease before its end date.

7.17. Costing Proposal

7.17.1. Onondaga County is committed to print management services. After entering into this contract, it is also important that other municipalities have access to these services and devices on their own terms. Therefore, please submit two copies of schedule A. The first pricing structure should include print management services on all devices. The second pricing structure should be for machines and maintenance only. This second pricing structure should be accompanied by a rate schedule for a la carte print management services, which other municipalities can choose to purchase as required.

7.17.2. Please include costs for any services above and beyond the scope of this RFP.

7.17.3. Please describe your Company's Catalog Discount for other goods and services not specified in this RFP.

7.17.4. Onondaga County currently executes under a master agreement for the whole County. Please provide any benefits for considering this strategy and a methodology for converting existing leases to the new contracting model during the contract.

7.17.5. Please include your formula for total burden cost per page.

7.18. Shared Services

7.18.1. It is understood that this contract will qualify as a shared services contract and can be utilized by any Onondaga County Department, the City of Syracuse, the Syracuse City School District, Onondaga County Community College, or any other governmental entity within Onondaga County, or otherwise authorized by law. The total number of machines contracted through the current contract is approximately 400.

7.19. Exceptions

7.19.1. Please clearly state any exceptions to requirements of the RFP.

8. EVALUATION METHODOLOGY

8.1. Onondaga County reserves the right to award this contract in part or as a whole to qualified vendor or vendors. Award will be selected based on evaluation of which vendor is most responsive and responsible, with primary consideration afforded to cost, experience, and ability to perform the work. Secondary consideration will be afforded to those factors identified within Sections 1, 2, and Section 7 of the RFP, including implementation, references, quality standards, environmental initiatives, and utilization of disadvantaged workers and business owners.

8.2. Criteria to be evaluated by the County and will include the following:

Compliance with the RFP format requirements

Experience

Future Contract Costs and Risks

Company Statistics

Responsiveness to the items in Section 7, Scope of Work

References

Price

Oral Presentations (upon request)

Credibility of Vendor

Minority and Women's Business Enterprises Compliance

Sustainability Solutions and Practices

SCHEDULE A

Please complete this costing proposal and identify any additional charges

Lease Term Calculated on 4 Year FMV

LOW VOLUME B&W

LOW VOLUME:	Black and White
Volume Band:	Up to 3,000 per month
Type:	Tabletop-8.5x14 maximum paper size
PPM:	Minimum 20ppm
Standard Features:	RADF, Duplex, 1 Paper Drawer, Bypass
Options:	Fax
Proposed Model:	
Monthly Rate:	
Per Page Charge:	
Other Fees:	

LOW VOLUME:	Black and White
Volume Band:	Up to 5,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 20ppm
Standard Features:	RADF, Duplex, 1 Paper Tray, Bypass: Print/Scan
Options:	Large Paper Tray, Finisher/Stapler, Fax
Proposed Model:	
Monthly Rate:	
Per Page Charge:	
Other Fees:	

STAMP_ITEMNUMB

MID VOLUME B&W

MID VOLUME:	Black and White
Volume Band:	Up to 20,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 35ppm
Standard Features:	RADF, Duplex, Print, Scan, 2 Paper Drawers Plus Bypass
Options:	Large Paper Tray, Finisher/Stapler, Fax
Proposed Model:	
Monthly Rate:	
Per Page Charge:	
Other Fees:	

MID VOLUME:	Black and White
Volume Band:	Up to 25,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 45ppm
Standard Features:	RADF, Duplex, Print, Scan, 3 Paper Drawers with one Large Tray Holding 2,500 Sheets Plus Bypass, Finisher/Stapler
Options:	Fax
Proposed Model:	
Monthly Rate:	
Per Page Charge:	
Other Fees:	

HI VOLUME B&W

HI VOLUME:	Black and White
Volume Band:	Up to 50,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 55ppm
Standard Features:	RADF, Duplex, 3 Paper Drawers with Large Paper Tray Holding 2,500 Sheets, Print, Scan, Finisher/Stapler
Options:	Fax
Proposed Model:	
Monthly Rate:	
Per Page Charge:	
Other Fees:	

HI VOLUME:	Black and White
Volume Band:	Up to 75,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 65ppm
Standard Features:	RADF, Duplex, 3 Paper Drawers with Large Paper Tray Holding 2,500 Sheets, Print, Scan, Finisher/Stapler
Options:	Fax
Proposed Model:	
Monthly Rate:	
Per Page Charge:	
Other Fees:	

LOW LEVEL COLOR

LOW LEVEL:	COLOR
Volume Band:	Up to 3,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 20ppm black and white, 20ppm color
Standard Features:	RADF, Duplex, Print/Scan, 1 Paper Drawer, Bypass
Options:	Large Paper Tray, Finisher/Stapler, Fax
Proposed Model:	
Monthly Rate:	
Per Page Charge:	
Other Fees:	

MID LEVEL COLOR

MID LEVEL:	COLOR
Volume Band:	Up to 15,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 30ppm black and white, 30ppm color
Standard Features:	RADF, Duplex, Print/Scan, 2 Paper Drawers, Bypass
Options:	Large Paper Tray, Finisher/Stapler, Fax
Proposed Model:	
Monthly Rate:	
Per Page Charge:	
Other Fees:	

MID LEVEL COLOR

MID LEVEL:	COLOR
Volume Band:	Up to 25,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 45ppm black and white, 45ppm color
Standard Features:	RADF, Duplex, Print/Scan, 2 Paper Drawers, Bypass
Options:	Large Paper Tray, Finisher/Stapler, Fax
Proposed Model:	
Monthly Rate:	
Per Page Charge:	
Other Fees:	

HI LEVEL COLOR

HI VOLUME COLOR:	COLOR
Volume Band:	Up to 50,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 55ppm black and white and color
Standard Features:	RADF, Duplex, Print, Scan, 3 Paper Drawers with A Large Paper Tray with 2,500 Sheets Plus Bypass, Finisher/Stapler
Options:	Fax Board
Proposed Model:	
Monthly Rate:	
Per Page Charge:	
Other Fees:	

A La Carte Print Tracking Pricing- Municipalities

Please complete this costing proposal and identify any additional charges

Lease Term Calculated on 4 Year FMV

LOW VOLUME B&W

LOW VOLUME:	Black and White
Volume Band:	Up to 3,000 per month
Type:	Tabletop-8.5x14 maximum paper size
PPM:	Minimum 20ppm
Standard Features:	RADF, Duplex, 1 Paper Drawer, Bypass
Options:	Fax
Proposed Model:	
Monthly Rate:	
Per Page Charge:	
Other Fees:	

LOW VOLUME:	Black and White
Volume Band:	Up to 5,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 20ppm
Standard Features:	RADF, Duplex, 1 Paper Tray, Bypass: Print/Scan
Options:	Large Paper Tray, Finisher/Stapler, Fax
Proposed Model:	
Monthly Rate:	
Per Page Charge:	
Other Fees:	

MID VOLUME B&W

MID VOLUME:	Black and White
Volume Band:	Up to 20,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 35ppm
Standard Features:	RADF, Duplex, Print, Scan, 2 Paper Drawers Plus Bypass
Options:	Large Paper Tray, Finisher/Stapler, Fax
Proposed Model:	
Monthly Rate:	
Per Page Charge:	
Other Fees:	

MID VOLUME:	Black and White
Volume Band:	Up to 25,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 45ppm
Standard Features:	RADF, Duplex, Print, Scan, 3 Paper Drawers with one Large Tray Holding 2,500 Sheets Plus Bypass, Finisher/Stapler
Options:	Fax
Proposed Model:	
Monthly Rate:	
Per Page Charge:	
Other Fees:	

HI VOLUME B&W

HI VOLUME:	Black and White
Volume Band:	Up to 50,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 55ppm
Standard Features:	RADF, Duplex, 3 Paper Drawers with Large Paper Tray Holding 2,500 Sheets, Print, Scan, Finisher/Stapler
Options:	Fax
Proposed Model:	
Monthly Rate:	
Per Page Charge:	
Other Fees:	

HI VOLUME:	Black and White
Volume Band:	Up to 75,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 65ppm
Standard Features:	RADF, Duplex, 3 Paper Drawers with Large Paper Tray Holding 2,500 Sheets, Print, Scan, Finisher/Stapler
Options:	Fax
Proposed Model:	
Monthly Rate:	
Per Page Charge:	
Other Fees:	

LOW LEVEL COLOR

LOW LEVEL:	COLOR
Volume Band:	Up to 3,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 20ppm black and white, 20ppm color
Standard Features:	RADF, Duplex, Print/Scan, 1 Paper Drawer, Bypass
Options:	Large Paper Tray, Finisher/Stapler, Fax
Proposed Model:	
Monthly Rate:	
Per Page Charge:	
Other Fees:	

MID LEVEL COLOR

MID LEVEL:	COLOR
Volume Band:	Up to 15,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 30ppm black and white, 30ppm color
Standard Features:	RADF, Duplex, Print/Scan, 2 Paper Drawers, Bypass
Options:	Large Paper Tray, Finisher/Stapler, Fax
Proposed Model:	
Monthly Rate:	
Per Page Charge:	
Other Fees:	

MID LEVEL COLOR

MID LEVEL:	COLOR
Volume Band:	Up to 25,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 45ppm black and white, 45ppm color
Standard Features:	RADF, Duplex, Print/Scan, 2 Paper Drawers, Bypass
Options:	Large Paper Tray, Finisher/Stapler, Fax
Proposed Model:	
Monthly Rate:	
Per Page Charge:	
Other Fees:	

HI LEVEL COLOR

HI VOLUME COLOR:	COLOR
Volume Band:	Up to 50,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 55ppm black and white and color
Standard Features:	RADF, Duplex, Print, Scan, 3 Paper Drawers with A Large Paper Tray with 2,500 Sheets Plus Bypass, Finisher/Stapler
Options:	Fax Board
Proposed Model:	
Monthly Rate:	
Per Page Charge:	
Other Fees:	

Embedded Print Tracking Software- 4 year Lease w/Maintenance

USAGE TRACKING OPTIONS				
Print Tracking with reporting for all network printers and MFD				
Number of Users	25		50	
Price Monthly				
Additional years MandS***	1 Year	2 Years	3 Years	4 Years
Embedding Copy tracking and print release into the MFD:				
Release Station				
Authentication Device				
Embedded Onboard Lic.				

Electronic Content Management Connector- 4 year Lease w/Maintenance

Electronic Content Management Connector	
Number of Units	
Price	



**Onondaga County
Executive Department
Division of Purchase**

J. RYAN MCMAHON, II
County Executive

*John H. Mulroy Civic Center, 13th Floor
421 Montgomery Street
Syracuse, NY 13202
www.ongov.net
Phone (315) 435-3458*

DANIEL HAMMER
Director

October 28, 2022

Addendum #1

Subject: Onondaga County Division of Purchase RFP #22-7500-001- Print Management Services.

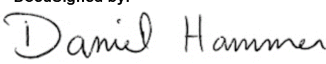
This addendum will address questions Onondaga County has received regarding Onondaga County Division of Purchase RFP #22-7500-001, Print Management Services. In the event that multiple vendors asked similar questions, the questions were combined and answered only once. All vendor specific information has been redacted from the questions.

Question #1: Please provide a copy of the Onondaga Vendor Contract

County Response: Onondaga Vendor Contract will be attached in email.

All proposals must be received by the Division of Purchase in accordance with the delivery instructions outlined in the RFP and this addendum. Late proposals will not be accepted.

Sincerely,

DocuSigned by:

57E9E966235047B...

Daniel Hammer,
Purchasing Director

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EMPOWERING THE ART OF BUSINESS®



County of Onondaga

RFP #22-7500-002- Print Management Services

November 8, 2022

Prepared By:

Jim Bernardone, Major Account Executive
Toshiba Business Solutions
6800 Old Collamer Road
East Syracuse, NY 13057

TOSHIBA STAMP_ITEMNUMB



Corporate Office:
Toshiba America Business Solutions, Inc.
25530 Commercentre Drive
Lake Forest, CA 92630

Branch Office:
Toshiba Business Solutions
6800 Old Collamer Road, Suite 5
East Syracuse, NY 13057

November 8, 2022

Daniel Hammer
Director
Onondaga County Division of Purchase
John H. Mulroy Civic Center, 13th Floor
421 Montgomery Street
Syracuse, NY 13202

Re: Response RFP #22-7500-002 Print Management Services

Dear Mr. Hammer,

Toshiba Business Solutions, a division of Toshiba America Business Solutions, Inc., (TBS/Toshiba) is pleased to respond to your RFP for **Print Management Services** and we thank you for extending us this opportunity. This response incorporates a creative and competitive solution that will meet the hardware and product specifications outlined in your request.

We have a long history of as a valued business partner to the County and look forward to continuing that relationship. Our tenured staff of experts in Syracuse, NY, will continue to provide you with responsive and comprehensive service. Major Account Manager, Jim Bernardone is highly regarded as a strong client advocate and will remain your point of contact for the duration of the engagement. Please feel welcome to contact Jim at 315-410-1170 or at jim.berardone@tbs.toshiba.com with any questions you may have.

Again, on behalf of the entire Toshiba Account Team, thank you for extending us this opportunity.

Sincerely,

Michael Torcaso
Senior Vice President and CFO

Enclosures

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Onondaga County
Executive Department

Division of Purchase

J. RYAN MCMAHON, II
County Executive

John H. Mulroy Civic Center, 13th Floor
421 Montgomery Street
Syracuse, NY 13202

www.ongov.net

Phone (315) 435-3458

DANIEL HAMMER
Director

REQUEST FOR PROPOSAL

TITLE: Print Management Services
NUMBER: #22-7500-002

CLOSING DATE AND TIME: November 8, 2022, 3:00 P.M.

DELIVER TO: Onondaga County Division of Purchase, address above

In compliance with the RFP specifications and the Conditions of Proposing, I, the undersigned, offer and agree to furnish any or all materials and/or services upon, which prices are offered, at the price set opposite each, to the County within the time specified. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Offeror.

By my signature, below, Contractor subscribes and Contractor affirms as true under penalties of perjury the following statement:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

Name and Address of Record: [Toshiba Business Solutions, a division of Toshiba America Business Solutions, Inc.](#)
[6800 Old Collamer Rd., East Syracuse, NY 13057](#)

State of Incorporation [California](#) Telephone number [315-414-1414](#)

Mailing Address [6800 Old Collamer Rd., East Syracuse, NY 13057](#)

Federal I.D. number [33-0865305](#)

Authorized signature

A handwritten signature in brown ink that reads "Michael Torcaso". The signature is written in a cursive style with a large, stylized "M" and "T".

Typed or Printed Name [Michael Torcaso](#)

Title of Authorized Person [Senior Vice President and CFO](#)

Receipt of Addenda Nos. 1 is hereby acknowledged. (Where none received, place the figure (0) Zero in this space.)

NO LATE PROPOSALS WILL BE ACCEPTED

STAMP_ITEMNUMB

PREVENTION OF SEXUAL HARASSMENT

Section 201-g of the New York State Labor Law requires employers to adopt a sexual harassment prevention policy, make such policy available to its employees, and provide sexual harassment training to its employees, consistent with model policies, guidance, and regulations developed by the New York State Department of Labor. (<https://www.ny.gov/combating-sexual-harassment-workplace/employers>)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Such certification is consistent with the requirements of New York State Finance Law Section 139-L, which provides that **a bid shall not be considered for award nor shall any award be made to a bidder who has not completed this certification**; provided, however, that if the bidder cannot make the foregoing certification, such bidder shall so state at the time of bid submission and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.

By signing below, this bid shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the corporation.

Under penalty of perjury, by signing below, I submit this bid on behalf of the firm, and certify that the firm has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees.

Firm Name: Toshiba Business Solutions, a division of
Toshiba America Business Solutions, Inc.

Date: November 2, 2022

Signature of Authorized Person:



Printed Name and Title
of Authorized Person:

Michael Torcaso, Senior Vice President and CFO

REQUEST FOR PROPOSAL

TITLE: Print Management Services

NUMBER: #22-7500-002

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Executive Summary

Our proposal offers Onondaga County a cost-effective vehicle to purchase or lease Toshiba products and related services as outlined in the RFP. As the incumbent provider of hardware and services for Onondaga County our Account and service teams offer enhanced support that includes responsive and local service, knowledgeable technical support, online procurement and service requests, effective document management and workflow solutions, fleet management tools, and dedicated account management team.

By selecting Toshiba as your trusted business partner, you will receive a comprehensive program including:

Pricing	<p>Toshiba's award-winning ENERGY STAR multifunctional devices (MFDs) and services that meet the technical specifications outlined in the RFP and includes:</p> <ul style="list-style-type: none"> ➤ Competitive pricing options for Toshiba MFDs ➤ Competitive Cost Per Page pricing ➤ 48-month lease pricing options ➤ Transition to Toshiba equipment, delivery, installation & connectivity ➤ Maintenance coverage comprised of all parts, labor, service ➤ Consumable supplies, including staples (excluding paper) ➤ Dedicated Account Team
Service Level Agreement	<ul style="list-style-type: none"> ➤ Extended maintenance that covers on-site service, labor, travel, replacement parts, toner, and consumable supplies ➤ Factory trained, certified technicians ➤ Daily onsite service M-F, 8:00 am-5:00 pm local time ➤ 1-hour call back response for over-the-phone 1st level triage ➤ 98% fleet average uptime, quarterly ➤ 4-hour average onsite response time ➤ Toll free number and online service requests ➤ Toshiba's Total Quality Commitment for Toshiba MFDs
Training Plan	<ul style="list-style-type: none"> ➤ End users will receive onsite and online training modules to learn the basic product functions ➤ Advanced Key Operator training will be provided to your identified champions for the term of the program at no additional charge
Management and Reporting	<ul style="list-style-type: none"> ➤ Automated meter collection of networked multifunctional printers/copiers to reduce administrative burden of manually collecting data ➤ Monitoring tools to observe trends and print volumes ➤ Real-time user notification of problem conditions, consumables levels and product status ➤ Automated asset and fleet management, reporting and dispatching ➤ Quarterly Business Reviews
Included at NO additional Cost	<ul style="list-style-type: none"> ➤ Cloud Based Diagnostics ➤ SED Hard Drive Security

- Advanced Encryption
- Remote Based Diagnostics
- Sustainability Reporting

Toshiba's newest lineup of full-featured color and monochrome multifunction products are designed to help customers operate more efficiently while improving workflow. A more powerful multi-core processor, exceptional color quality, customizable tablet-style user interface (UI), Embedded Application Platform and Dual-Scan Document Feeder highlight the product portfolio.

All multifunction devices are extremely user friendly, easy, and convenient to operate and can be used safely and securely. For ease of use and to maintain the same positive user experience, each model performs print, copy, scan and fax the same way across the entire product family. The front panel interface is standardized across all product lines, allowing users once they learn one device to easily use other Toshiba models. This is Toshiba's philosophy of "Learn Once, Operate Many", making products that are easy to learn and use, regardless of the model number. Users only have to learn once and they are able to use any standard model Toshiba machine.

In large environments, scalability is an extremely important factor in choosing your product. The modular features and expandable open architecture of Toshiba MFDs make them a flexible, cost-effective copier that can be modified with a variety of add-on accessories. Scalable design allows you to create a customized document imaging system that can be upgraded for complete network connectivity to meet your changing business and office productivity needs.

NEW Toshiba eStudio Features

Dual Side Document Feeder with Double Feed Detection (DFD), or proven regular DSDF or conventional RADF options	300-sheet DSDFs provide 120 SPM simplex (70 SPM when copying) and 240 SPM duplex scan speed. DFD offered for mission-critical settings Conventional RADF available for price-sensitive or non-scan-intensive environments (Max 73 SPM; 50 SPM when copying)
Print Around & Auto Delete	Moves to next job in queue when current job requires toner or paper not in MFD. Unserviceable jobs can be automatically deleted
Interrupt Print/Copy Job Priority	New feature lets users prioritize or interrupt print or copy jobs.
65-Sheet Finishing	New Floor Finishers enable 65-sheet stapling
1,200 Sheet Standard & 5,200 Sheet Maximum Paper	Modular design provides 1,200 sheet capacity via 3 paper sources. Optional base adds 1 or 2 550 sheet cassettes, or optional tandem LCF provides 1,000 x 2 LT only paper. External LCF adds another 2,000 sheets
Elevate Sky Cloud Service Tools	eCC – Maintains settings and policies across the fleet eRDT – Uses predictive analytics to anticipate service needs

	eRA – Allows techs to access MFD remotely and adjust settings
Detachable Accessories	Disable RADF, Finisher or Punch unit and still operate MFD pending service
Voice Guidance	MFD can speak copy commands as you select them (Section 508 feature)
OCR (Standard)	Built-in OCR to create searchable PDF or popular Office formats
Continuous Scan	Scan continuously switching simplex, duplex, original size, and orientation or switch from DF to glass in one scan job.
Annotation & Bates Stamping	Bates number, Prefix or Suffix, Copy number or Text stamp
Safe & Secure	128GB Solid State Drive (SSD) and optional 512GB with encryption
Industry Best Security	FIPS 140-2 Validated SED is available to meet government requirements IP-Sec available to encrypt data being sent to or from the MFD HCD-PP ensures the security of your digital documents SecurePDF 1.7 w/ Digital Signature (256-bit AES) TLS 1.3 support, Disable SMB v1, & more...
Antimalware	Stronger than antivirus, it protects the MFD from viruses, Trojan horses, ransomware, spyware, rogue software, and more
Biometric Authentication option	Fingerprint authentication is simple and secure (touchless option)
Energy Star 3.1	Product family meets the latest, most stringent requirement.
Microsoft Universal Print	Support for the latest simplified driver set-up from Microsoft
Office 365 Connectors	Means emailed scans sent from MFD appear in user's sent folder

Scope of Service

7.1. Introduction: Onondaga County is seeking Print Management Services for the large volume of printing created by all departments throughout the County. Onondaga County believes that managed printing services will not only reduce our environmental footprint by lowering paper usage, but it would further augment productivity and dependability. Furthermore, a well-designed print management plan would allow Onondaga County to enhance management of its printing structure. Ultimately, our goal is to be able to make monitoring our printing needs easier and lower costs.

Throughout our 25-year relationship with the County, Toshiba has proven to be a dedicated provider of hardware, services and innovation. Our services have advanced with the County, providing Energy Star rated MFDs with cost reduction features, PaperCut print management software to enhance your reporting and lower your carbon footprint as well as DocuWare for your document archival and retrieval system. Toshiba looks forward to further enhancing our partnership with additional software and services to help meet your environmental goals and lowering your costs.

7.2. County Goals: Onondaga County seeks the following as part of a successful Request for Proposal:

7.2.1. Significantly reduce the County's current Print Management expenses by further reducing or consolidating our volume printing and other cost saving methods, without sacrificing a high level of quality and accessibility needed from our current MFDs.

Toshiba agrees. We are always looking for ways to consolidate existing hardware and move higher cost printing to lower cost MFDs to lower costs. PaperCut rules-based printing assists with identifying these opportunities by sending large print jobs to MFDs. We look forward to discussing additional cost saving methods.

7.2.2. Onondaga County wants to see a developed print strategy and the process for implementation. The print management strategy should include approaches and best practices that have been proven to effectively reduce print volume and the costs associated with printing. The strategy should also include upgrading opportunities and cost savings methods. The County is looking for a complete Print Management Solution.

Toshiba agrees. We look forward to discussing new and additional opportunities to implement best practices throughout the County. These would include- implement a formal print policy, double sided print set as default on all devices, rules set on PaperCut to send high volume print jobs to lower cost devices and secure job release to eliminate unwanted prints.

7.2.3. The County seeks to reduce the current number of MFDs and desktop printers wherever possible, and better utilize all of our current MFDs for ease of maintenance and usage.

Toshiba always recommends reduction of printers in areas where individual desktop printers are present. We will continue to work with the County to uncover these opportunities.

7.2.4. The County intends to enter an agreement with one vendor who will streamline equipment procurement and service procedures, reducing the number of service repair agreements.

As the County's long-standing partner, Toshiba has a simple process in place for procurement and services. Our designated technicians have

7.2.5. The successful proposal will provide a central point of administration for remote management of all our MFDs throughout each department and location. These MFDs have duties to include, but not limited to, collecting data, producing reports, and creating alerts based on low supply levels and/or faulty equipment and components.

Toshiba agrees.

7.2.6. The successful vendor must manage toner supply to ensure uninterrupted service. A procurement system will be established and supervised remotely to make sure supplies arrive as needed.

Toshiba agrees.

7.2.7. The County requires the awarded vendor provide one dedicated account manager. This person will be responsible for processing client requests as well as managing, coordinating, and resolving print-related incidents, and be responsible for operational assistance and technical support.

Jim Bernardone will continue to be your dedicated account manager. Jim has been the account manager for the County for more than 20 years. Jim's in-depth knowledge and developed processes relieves the County of the day-to-day management. Our dedicated onsite technicians are familiar with the key end users, hardware and printing needs that makes service transition seamless.

7.2. General Vendor Information

7.2.1. Provide a brief historical perspective on your company (years in business, growth via mergers/acquisitions, key industry innovations), and an overview of your growth over the past five years.

Toshiba Business Solutions is a division of Toshiba America Business Solutions, Inc. Toshiba was incorporated in 1999 as a subsidiary of Toshiba America, Inc. and Toshiba TEC Corporation under the Toshiba Corporation umbrella. The company was formed to take advantage of the tremendous growth opportunities available in the digital and color market.

Before 1999, TABS was a division of Toshiba America Information Systems, Inc. TBS was formed to provide a network of company owned service providers to enhance our network of independent service providers. Each TBS is fully trained and authorized on our full line of products, allowing Toshiba to leverage its elite partnerships with HP and Lexmark and other strategic relationships with hardware manufacturers that include Fujitsu, KIP America, and others. On January 1st, 2015, TBS was merged into TABS to form a single legal entity, to further enhance the value of our single-source service solution backed by corporate strength.

TOSHIBA

Our history began in 1875 when Tanaka Engineering Works became a major supplier of telegraphy devices used in long distance communications. We quickly earned the reputation for innovation in developing technologies by inventing the world's first "double coil bulb" in 1921 – one of the six great inventions in bulb technology, followed by the release of Japan's first electric washing machine and electric refrigerator in 1930. Then in 1939, Tanaka Engineering Works merged with Tokyo Electric Company to form Toshiba Corporation, which would become a leading pioneer of some of the world's most significant technologies. Since then, Toshiba has developed numerous original technology products that represented firsts of their kind and is the brains and brawn behind more than 500 major technologies including digital imaging and document management solutions, telegraph machines, MRI technology, air traffic control systems, semiconductors, flat panel displays, disk drives, business telephone systems, and laptop computers.

Today, Toshiba MFDs are used around the globe in more than 180 countries, with direct operations in 24 countries and are continuing to expand our sales and service offerings into other emerging markets. Our products have long been the preferred choice in North America, Europe and Japan, and we boast the #1 market share in China for the past eleven years. Toshiba ranks 5th overall in the industry per Gartner, a leading industry research firm. Toshiba Corporation is ranked 169th on Fortune's Global 500 list for 2016 higher than all our other competitors.

7.2.2. What is your company's business philosophy as it relates to your business relationships? What are your company values?

Toshiba's vision – to be the most trusted print and digital communications provider that empowers new and better ways to deliver ideas and information - is based on our belief that the most successful organizations are those that communicate in the most effective way. Our goal at Toshiba is to be a leader in document technologies, products, services and solutions that improve our customers' work processes and business results while exercising fiscal responsibility.



The client is at the center of everything we do at Toshiba and the philosophy that we apply to our products and services is based on the company's mission statement:

"As a technology company, we go way beyond printing. We are a creative and nimble organization that empowers our people to do whatever it takes to help our customers succeed."

The values that each Toshiba employee brings are a deep commitment to delivering results and the highest level of service and care that our clients expect.

Toshiba's core values

Do the right thing- We act with integrity, honesty and openness, doing what's right-not what's easy.

Look for a better way- We continually strive to find new and better ways, embracing change as a means for progress.

Always consider the impact- We think about how what we do will change the world for the better, both today and for generations to come.

Create together- We collaborate with each other and our customer, so that we can grow together.



Toshiba Group's Corporate Philosophy emphasizes respect for people, creation of new value, and contribution to society. The Group slogan, "Committed to People, Committed to the Future. TOSHIBA.", expresses the essence of our corporate philosophy.

We recognize that it is our corporate social responsibility (CSR) to put our philosophy and slogan into practice in our day-to-day business activities. In doing so, we accord the highest priority to human life and safety and to compliance.

- **Commitment to the People.** We endeavor to serve the needs of all people, especially our customers, shareholders and employees, by implementing forward-looking corporate strategies while carrying out responsible and responsive business activities. As good corporate citizens, we actively contribute to further the goals of society.
- **Commitment to the Future.** By continually developing innovative technologies centering on the fields of Electronics and Energy, we strive to create products and services that enhance human life, and which lead to a thriving, healthy society. We constantly seek new approaches that help realize the goals of the world community, including ways to improve the global environment.

7.2.3. Describe your office locations and types (full service, on-site, out-plant, etc.), including affiliate relationships.

Toshiba Business Solutions has offices located locally throughout New York State. Our Syracuse office, located at 6800 Old Collamer Road, houses your Account Manager, Jim Bernardone, Vice President, Chris Martusewicz and full team of sales representatives, sales and service managers, as well as administrative and service technicians. Our headquarters at 180 Kenneth Drive are home to our dispatch team, delivery and warehouse, full billing, leasing and administration, sales team, technical support, and Professional Services team. Our Executive Management team including our President, CFO, Vice Presidents, Directors and human resources department are based in this office.

Additionally, our Albany, Newburgh, Buffalo and Binghamton offices are staffed similarly to our Syracuse office.

7.2.4. Indicate specific sales volume for the prior year for these market segments: total lease sales for multifunction machines, and total lease sales to government entities.

Approximately 90-95% of all units we sell are leased in NYS. Last year we sold an estimated 5,750 units with 25% of them sold to governmental agencies.

7.2.5. Describe any green and sustainable practices that your company has implemented or plans to implement and how that could be included in this proposal.

Greener Manufacturing

Toshiba employs strict Green Procurement Guidelines. The guidelines are geared toward creating "Environmentally conscious products". The entire process decreases the negative environmental impacts at each stage of the products life; selection of raw materials, manufacturing process, circulation, consumption, and end of life/recycling.

TOSHIBA



Greener Products

Most e-STUDIO models Typical Electrical Consumption, or TEC value is exceptionally low, equating to an environmentally friendly product with a low operating cost. Printing is duplex by default and includes an omit blank page function, while our Super-Sleep Mode uses only 1 watt of power. In addition, the e-STUDIO4508LP uses erasable toner so you can reuse the paper again and again.



Greener Printing

Save money on printing costs while saving the environment. Eco-friendly print solutions and an energy management application allow you to manage printing across your entire fleet, improve print efficiency and optimize energy consumption.

Environmental Programs

Toshiba offers its customers the Toshiba EcoSmart Recycling program. That means you can recycle used Toshiba cartridges and zero waste goes into landfills. Better yet, it goes into making waterproof, insect-proof eLumber. We provide the collection boxes, you discard the waste, and schedule a pickup. And we have partnered with PrintReleaf, where clients can offset the effects of their printing by having trees replanted in a reforestation project of their choice.



Encompass EcoSmart Evaluation

We'll come out and evaluate your current power usage, entire printer fleet, document management procedures and recycling efforts. Then we'll show you how you can reduce your carbon footprint.

kWh Used Per Year	2,613,701
CO2 Emissions Per Year (lbs)	3,972,826

7.3. General Print Management Information

7.3.1. Onondaga County currently has approximately 200 MFDs and other stand-alone printers, located at different departments throughout various locations in the County. These machines currently produce approximately 450,000 total pages per month.

Toshiba acknowledges and has in depth knowledge and understanding of the County's current print fleet and environment.

7.3.2. Onondaga County has numerous equipment leases expiring at various times in the future. At the end of each lease, the vendor will be responsible for evaluating these machines and making equipment upgrade recommendations, and print management solutions.

Toshiba has read, understands and will comply.

7.3.3. The numbers listed in above are subject to re-evaluation by the County and recommendations made by the vendor. The items of equipment to lease by the lessee are set forth on Schedule A (pricing matrix) attached hereto and made part of this RFP. Additional pieces of equipment may be required during the contract and Onondaga County reserves the right to add additional equipment to this contract, or to bid equipment separately as this situation dictates. Both the total number of units and the types may be extended at the County's discretion under the same contract. All the numbers stated in this contract are estimates, as the County enters contracts for machines in place.

Toshiba has read, understands and will comply.

7.3.4. The vendor should describe its process for adding additional equipment, as well as print management to desk top devices.

Additional equipment can be added at any time throughout the term of your contract with a co-terminus or new lease option. Jim will meet with the department to determine the specific needs and make a recommendation for a new MFD that will meet those specifications.

Once the MFD is installed, a Toshiba trainer will coordinate a time to be onsite to train new end users.

To add a desk top printer to your Managed Print Services account, you would contact Jim with the make/model, serial number and current meter. He will then add the device for service.

7.4. Required Submissions

7.4.1. A report detailing a plan to conduct an extensive review of all the County's current equipment/MFDs.

As part of our MPaaS Program, Toshiba will perform an initial assessment of the customer's current print environment and recommended changes, including the implementation of the new configuration and provision of all related services, including fleet management, ongoing service, and consumables delivery. We provide print assessments for many existing customers as a value-added service.

Typically, each assessment would normally contain these activities:

- Document Workflow Assessment of the current fleet to include service, supply, parts cost, culture, processes, environmental and outsource; identify areas for improvement.
- Identify services, supplies and parts for printers and copiers.
- Identify current equipment output and Total Cost of Ownership.
- Identify Employee to device ratio.
- Provide Preliminary Estimated Cost Savings.



This information will provide you with an accurate picture that clearly articulates Current and Future Total Cost of Ownership (TCO) by device, location, utilization, etc. with anticipated cost savings, document management strategies, best print practices, document security and eco-friendly goals, as well as employee-to-device ratios that can be expected if the proposed solutions are implemented.

In conjunction with the device-based recommendations, Toshiba may recommend that, to support the process of change, software-based technologies be deployed to improve the overall efficiency and technology available to staff. This may include secure release print software, fax server solution, mobile printing or the like. We would provide the necessary skilled staff to assist with implementation and change management.

For smaller locations (i.e., less than 50 assets), a physical on-site assessment may not be required. The analyst can gather information remotely, using existing volume and asset data collected through our monitoring tools and by interviewing key users and administrators.

Document Workflow Assessment and Analysis, Design and Implementation

Toshiba will provide a view of the full costs of the current printing environment, future state recommendations that articulate TCO by device, location, utilization, etc. with anticipated cost savings, document management strategies, best print practices, document security and eco-friendly goals, as well as employee-to-device ratios that can be expected if the proposed solutions are implemented.

Toshiba's Assessment and Analysis, Design, and Implementation methodology may include:

Assessment

- Inventorying, information gathering, including workflow and documents
- Calculating CPP for each device
- Mapping operation processes
- Analyzing current document-based business processes
- Presenting the results through a TCO analysis, showing usage by technology/device, and floorplans, making future state recommendations

Design

- Collaborative process
- Customized plan
- Document Analysis report

Implementation

- Project Management
- Right-sizing
- Print migration
- Document workflow
- Remote monitoring
- Secure print (not priced – standard features stated in addition to software)
- Mobile and cloud printing
- Regulatory compliance (retention and disposal policies related to governmental or other recordkeeping requirements)
- Sustainability – eco footprint and Green Report
- Recycling

Supply Monitoring and Delivery

In all cases, Toshiba will select the appropriate technology for each location while being cognizant of the cost, technology upgrades and staff needs. For example, the staff at one location may express the need for exceptional color performance and output; another location may be predominantly administrative and require high volume printing and copying. Toshiba listens carefully to our customers' suggestions and needs and take them into consideration while designing your new environment.

For States/Entities that have copiers still under lease, we can include them in the assessment and implementation process, evaluating the devices as leases expire on a departmental basis to enable, allowing retention of autonomy in decisions. The determination and prioritization of site assessments and subsequent optimization will be a collaborative effort by the state and Toshiba team, balancing business requirements and customer priorities throughout the planning and implementation process.

Identify Services, Supplies and Parts

Most Managed Print implementations incorporate break/fix services, supplies replenishment, help desk services and more for legacy devices that are owned by the customer. For example, Toshiba could feasibly manage their equipment and provide break/fix services, supplies replenishment, etc. on copier devices that are already purchased and owned by the customer. This service can be priced on contract with a not to exceed cost/page with the exact page cost being determined based on the specific mix of equipment, volumes and services for each opportunity.

Under our PageSmart Program, Toshiba supports over 1,000 printer models from leading printer manufacturers such as Brother, Canon, Dell, Epson, HP, Kyocera, Lexmark, Okidata, Ricoh, Samsung and Xerox. We continue to expand this list as new printers are introduced.

Identify Current Equipment Output and Total Cost of Ownership

A Device Replacement Plan will be developed that shows a list of existing devices and the actions recommended for each device, including the recommended replacement model and quantity. Device recommendations generally fall into one of these categories:

Keep - these devices are kept in the environment and are repurposed in the next contract. They generally have a low total cost of ownership or a specific reason for being positioned in the location.

Move - these devices are moved from the existing location to a location where the device can be more effectively utilized.

Remove – These devices are removed from the environment and disposed using environmental safe procedures. Hard drives and confidential data are removed from the equipment and a certificate of disposal is provided.

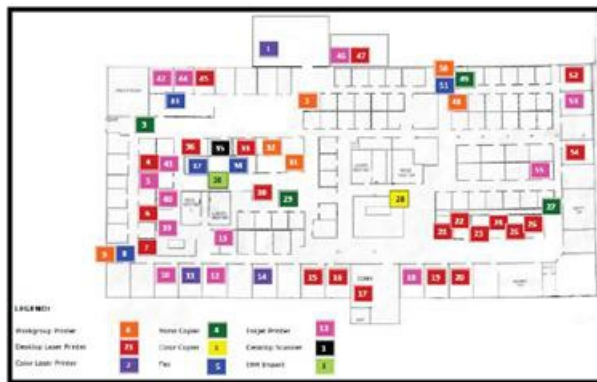
Remove/Replace – these devices are replaced with a recommended model. These models are more efficient or the best fit for the specific print environment.

The following example is an analysis of a customer's fleet that includes the number of products by type and model, Total TCO, and TCO per page. Viewing the data at this level allows the customer to understand true costs and make educated business decisions regarding machine and cost allocation. These operating costs serve as benchmarks against which to assess the effectiveness of our program.

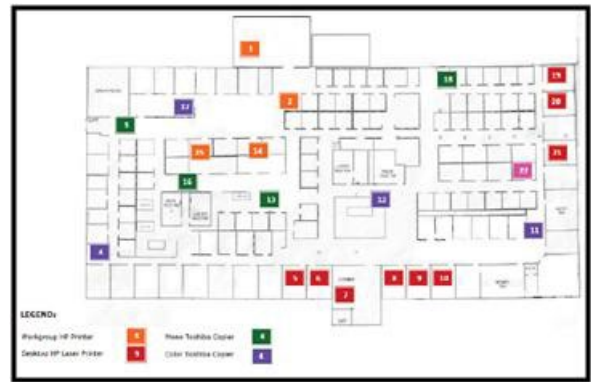
Product	Number of Products	Number of Unique Models	Total Cost of Ownership	TCO per page
Copier	211	69	\$61,858.96	\$0.0452
Fax	68	33	\$2,039.25	\$0.0313
Inkjet Printer	84	63	\$7,820.82	\$0.3339
Laser Printer	573	138	\$65,339.85	\$0.0704
Other Costs			\$0.00	
TOTAL	936	303	\$137,058.89	\$0.0575

Floor plans may be completed for locations that were physically walked. Devices are assigned a number on the floor plan that corresponds to a recorded number on an asset list. A color legend is provided on the floor plans for easy reference based on the type of device (i.e., multifunction device, printer).

Examples of "Current" and "Future" state floor plan designs are shown below.



Current Design (Before Optimization)



Future Design (After Optimization)

Once we have gathered adequate information, consulted with the customer's decision-makers, and completed a thorough analysis of the findings, Toshiba will present our Document Output strategy with specific benefits tied to each business process. This can be part of a detailed report within an extensive Encompass Document Analysis Report or represented by a proposal.

Identify Employee to Device Ratio

During the assessment, we consider the ideal device placement to efficiently meet user needs. For example, industry practice allows for a primary device within 75 feet of each user and a secondary device within 125 feet of each user. When determining the number and placement of devices as well as employee ratios, Toshiba's Print Assessment Specialists take into consideration operational requirements, workflow processes, confidential documentation, executive offices, and other qualitative components. To maximize long-term benefits, we often recommend removing single function devices (printers, copiers, scanners and fax machines) and migrating print volumes to higher-functioning and more cost-effective multifunction devices wherever practicable.

Throughout the process, our goal in designing a managed print environment is to achieve:

- Most effective employee-to-device ratios
- Good device proximity
- High device availability
- Accommodation of special needs/features



- Enterprise coherence
- Optimal cost

Provide Preliminary Estimated Cost Savings

Under Toshiba's MPaaS program, savings are immediate. Using Encompass, we develop a TCO model of your new document environment that illustrates the costs of the current state and the proposed optimized state and associated cost benefits.

For example, a Solution Benefit Report lists the department(s) where the existing products are located together as well as the cumulative TCO of those products. Next, the report lists the recommended Toshiba replacement together with the new TCO. The report allows you to see the financial benefits of the proposed Toshiba solution on a department-by-department basis.

Department Name(s)	Current Scenario		Proposed Toshiba Solution		Toshiba Benefits	
	# of Assets	Monthly TCO	# of Assets	Monthly TCO	# of Assets	Monthly TCO
Replacements						
Department	1	\$60.10	1	\$205.22	0	\$-145.12
Department	27	\$2,330.89	3	\$1,150.88	24	\$1,180.01
Department	2	\$468.52	1	\$365.24	1	\$103.28
Department	4	\$143.31	1	\$183.49	3	\$-40.18
Department	6	\$719.85	1	\$178.27	5	\$541.58
Department	1	\$19.34	1	\$177.20	0	\$-157.86
Department	2	\$224.70	1	\$183.00	1	\$41.70
Department	4	\$270.27	1	\$183.57	3	\$86.70
Department	1	\$134.08	1	\$169.63	0	\$-35.55

Many of our major accounts have achieved significant cost savings through our MPaaS Program, typically seen in the form of hard costs in the total cost-per-copy, labor savings from reduction of internal support staff, and reduction in the amount of energy and space consumed. Document workflow enhancements can eliminate physical file storage, reduce document search and retrieval time and improve records management, while enhancing customer and employee satisfaction.

Following approval of our Document Output strategy, Toshiba will implement the strategy according to the customer's schedule and priorities. The approach may include the replacement of high cost/less efficient equipment, reallocation of existing devices, installation of software, and end-user training.

7.4.2. A comprehensive print management solution including, but not limited to parts maintenance, toner, and any other consumables.

Toshiba will assist the County with lifecycle management of your entire copier and printer fleet, from "cradle to grave" including procurement, installation, fleet monitoring, supplies management, Automatic Toner Replenishment, Service and maintenance of legacy fleet, device removal, disposition, data scrubbing, equipment recycling services, complementary workflow solutions, data capture and electronic storage/archiving. Our program can incorporate any or all a full continuum of services, including:

- Local service and supplies management of legacy printers
- Centralized dispatch and on-call technical support
- Online portal for requesting service and supplies
- Software solutions to enhance your document management processes
- Service reporting and tracking



- Eco programs to reduce your environmental footprint
- Print assessment and fleet optimization (if desired)

This business model relieves the County of the time-consuming task of managing your fleet so you can focus on serving your community. You will enjoy the benefits of fast and reliable service response; centralized dispatch; online asset management; simplified purchasing; local account management and billing; and automated meter reading for networked devices. Indirect benefits include the convenience of one vendor to support your entire multifunction device and printer fleet.

Toshiba has great flexibility in accommodating the desire for an all-inclusive managed print services program. Our goal is to ensure your investment in legacy devices is optimized while phasing in newer, more efficient devices through a proven lifecycle management program developed in cooperation with the City. Our program is scalable and can be applied to an individual department, building, multiple facilities, or the entire County. Depending on the dynamics, we also can approach fleet assessment and optimization in an aggressive manner to expedite the overall process or phased in over a longer period according to the schedule and the County's priorities or budgetary constraints.

In addition, partnering with leading companies such as HP, Lexmark, Fujitsu, Kodak Alaris and KIP America allows us to offer customers a range of complementary imaging and print devices, software, and services to handle any content capture, management, storage, delivery, and/or preservation requirement.

7.4.3. A Proposal detailing when to replace current equipment. The delivery and installation of each MFD will be coordinated with the various departments, including the removal of old or inefficient machines.

Toshiba will replace our current MFDs as their leases expire. Once the implementation or transition plan has been mapped out, Toshiba executes the plan developed in collaboration with County, in stages described below.

Pre-Installation and Setup:

To ensure a smooth installation process, Toshiba will schedule a meeting with the County project leaders to synchronize pre-installation activities so that all parties are well prepared and there is no interruption to business. Toshiba will confirm the following, which will eliminate any problems on the actual delivery date:

- Verifying all machine locations for proper electrical and space requirements
- Ensuring network drops for connected units are installed and phone lines are in place for faxing
- Coordinating attendance and training dates for users and key operators
- Inspecting for any physical challenges (elevator size, hallway width, stairways, loading docks, etc.) that may affect installation
- Establishing points of contact for billing, service, and administrative questions

Our technical personnel will engage with your IT staff to ensure our equipment, as well as any software solutions, are compatible with the network. In cooperation with the County staff, technicians will conduct a network site survey and test to ensure equipment and application compatibility with your network.



After reviewing pre-installation data and confirming general requirements, an implementation schedule is developed. The Implementation Team coordinates, with the incumbent and user, the removal of equipment by the exiting vendor.

Staging, Delivery, and Installation:

To ensure complete functionality, Toshiba products will be shipped directly to the local Toshiba facility, who will verify that equipment is free of damage and all parts are in place. Any rejected shipments due to damage, shortages, or other discrepancy are handled by the service provider. Once accepted, the product is assembled, tested, and configured in accordance customer specifications and any associated set-up criteria prior to delivery to the customer's place of business. Software solutions, if selected, would be configured to meet the specific needs of County. All applicable functions including print, network scan, scan to mail, and analog fax transmission are tested and verified as 100% functional at the time of on-site customer installation. This allows us to can deliver a complete, functional system that requires little or no the County IT intervention.

Once the product has been installed and tested, an authorized the County representative will sign a Customer Acknowledgement (CA) Form verifying receipt of equipment in proper working order; the County will retain a copy of the form for its records. Following installation, technicians will remove packaging materials, old components, crating, and debris from the premises in accordance with best practices and local environmental regulations and recycling policies. Packaging materials are made from recycled materials and are returned for further recycling.

7.4.4. A detailed plan to perform Print Managed Services for all the County's equipment at all its locations and proactive device management. Machines/equipment with a demonstrated history of excessive downtime shall be replaced by the vendor with an equally capable machine. Proposals should include thresholds for excessive downtime.

Toshiba will continue to support all your authorized laser printers, including break/fix and warranty support. All technicians who will be assigned to work on printers are service qualified, possess the required certifications, and have completed the requisite testing or training for the product or product group supported. Toshiba has a program in place for training and certifying our technicians on the equipment. Our team of technicians is prepared to support current and future printer requirements, including interfacing with the County IT team to configure, upgrade and troubleshoot printers as required.

Toshiba will make all reasonable efforts to repair non-operational printers that are not functioning due to normal wear and tear or have shown excessive downtimes (3-30). If after attempt to repair a printer that is not operational and the repair would require substantial investment to refurbish or rebuild, Toshiba Business Solutions will meet with County officials and present a recommendation. In some circumstances, it may make sense to replace the printer. Break/fix maintenance is more common on laser printers, as small desktop inkjet printers are usually less expensive to replace versus maintain. Toshiba Business Solutions may also recommend that County explore its warranty terms to determine if the product is defective. Toshiba will assess the problem and provide a professional recommendation.

7.4.5. Onondaga County will not be responsible for any equipment being replaced or removed due to malfunction or upgrade throughout the term of this contract.

Toshiba agrees.

7.4.6. At least three references of other equivalent sized municipalities where the vendor is currently providing service and support is required.

Broome County

Karen Andrews
607-778-3561

Cayuga County

Thomas Bunn, Chief Information Officer
315-253-6359

Cortland County

Jack Hess, Director of IT
607-428-5441

7.5. Operational Configuration

7.5.1. Describe the nature of the desired service configuration you propose for Onondaga County. Address all aspects of the installation schedule and service program. Identify any special training or certifications your service team has which would be relevant.

Toshiba will continue full responsibility for preventive maintenance, break/fix services, technical support, supplies replenishment, and all other basic services related to your approved printers and Toshiba MFDs. Preventive maintenance and service calls will be dispatched from Toshiba in Rochester, NY, which is staffed by experienced technical professionals. End users and administrators can conveniently place all service requests to Toshiba's Dispatch Center by calling our toll-free number. This is the first point of contact for technical and dispatch support regardless of location. Upon receipt of the request, the Dispatcher inputs the applicable service ticket data and, within minutes, notifies a service technician of the service call.

Toshiba's service program focuses on the use of highly experienced, certified, and responsive technicians; adherence to strict maintenance schedules; performance tracking; and strict compliance with manufacturer specifications. All service technicians assigned to your account are trained, certified, and fully equipped to maintain the equipment to the high standards of performance for which it was designed. Each primary technician is backed by a service manager, IT specialists, alternate technicians, and technical support.

Upon contract award, Toshiba will work with the County to create an implementation plan that establishes a firm timeline for replacing equipment by location and, as applicable, asset expiration. This plan will include specified times for placing and processing orders, delivering and installing equipment, and conducting end user training. The implementation plan is broken down by action items and identifies functional support and areas of responsibility.

As an MPaaS expert, Toshiba can guarantee that the MPaaS rollout will be well-orchestrated, organized, and non-intrusive. Behind the scenes, our rules of engagement involve internal and external group activities, with timing of the essence. Drawing upon our MPaaS experience, we will develop a roll-out plan that addresses these critical areas:

Pre-site Planning/Assessment/Optimization

Toshiba Business Solutions will first conduct a Fleet Assessment to measure current state of the fleet and provide detailed recommendations for an optimized state. Using our proprietary Encompass discovery and analytical tool, we identify weaknesses in the current infrastructure and, more importantly, provide a blueprint and plan to create an optimized document management environment. Wherever possible, we recommend retaining legacy devices that are still functional and economical to enable the County to maximize the return on existing assets.

Once our plan is approved, we will implement the approved Print Optimization strategy, which incorporates proper allocation of print resources, enhanced workgroup process flows, document management software, and digital monitoring tools to track fleet utilization and associated cost metrics. The typical results of Optimization are dramatically lower Total Cost of Ownership, simplified management processes, and enhanced end user satisfaction.

Project Plan

Upon award and County consent, we will identify such items as current deployed assets, identify equipment configurations and proposed needs, space requirements, electrical network drops availability, etc. The resulting survey information will be used as our baseline.

Once the information is gathered, Toshiba Business Solutions and the County will jointly develop a master implementation schedule and preliminary location drawings. We can do this in a phased manner, focusing on specific departments and/or facilities as appropriate. Once the implementation plan is finalized, the Implementation Project Manager coordinates service teams to identify machine setup requirements and develop training plans and materials. The goal will be to expedite the transition and minimize any disruption to your flow of business.

When developing the schedule, the Implementation Team will ensure power and network connectivity, taking into account any physical challenges (elevator size, hallway width, stairways, loading docks, etc.) that may affect installation. The drawings will specifically detail each area, including which machine goes in which room, location in the room and location of the network drop. This is critical in ensure minimal disruption to employees and staff.

Transition Team

The rollout and deployment of Toshiba devices will be administered by a Toshiba Business Solutions Implementation and Transition Team comprised of experienced individuals who have participated in many successful deployments. As head of our Account Management Team, Jim Bernardone will support every aspect of the implementation process, coordinate national support, and facilitate the account review process. He will serve as the focal point for County program management. Throughout the term of this agreement, the account management team will be supported by corporate-based service, IT, operations, contracts, product marketing and others who will drive their respective contract commitments.

To ensure the transition phase is fluid, members of our Executive Management Team will oversee the client relationship, program and support the County's objectives throughout the contract term to ensure little or no disruption to day-to-day business operations. They will monitor and measure the business relationship between the parties, establish direction and priorities, and act as a final decision board for escalated problems.

Communication

Toshiba's communication strategy includes identifying the key stakeholders at all levels of your organization. Members of the transition team will meet with the County initially and throughout the planning and implementation process to ensure a smooth rollout.

During the initial kick-off meeting, the primary objectives will be team introduction, scope review, confirmation of roles and responsibilities, determination of implementation preferences, development of the high-level implementation plan, and finalizing first steps. The team will work through implementation decision points such as balancing implementation priorities and identifying machines in critical areas.

This team will meet at least weekly throughout the transition phase to review written status reports and address progress, issues, problems, and planning. Throughout the transition, the County will be kept apprised of transition timelines and progress. Any adjustments to transition schedules to accommodate County operations will be made to the maximum extent practicable. If desired, Toshiba Business Solutions can develop a SharePoint site for the project to facilitate project team communications. This site would then serve as a repository for all key project documents, as well as allow collaboration on the implementation plans, with access given to appropriate County and Toshiba Business Solutions personnel.

We recognize that within the County exists many different cultures, and employees and staff members alike need to understand how this shift to a new product will affect their daily business. We are sensitive to your specific challenges and will work closely with the County to develop a comprehensive communication plan that announces Toshiba Business Solutions as your MPaaS vendor, details our transition strategy and schedules, and promotes the features and benefits of our products and services. We will also host sessions to ensure that employees and staff understand how to use the machines and more importantly, know the process to ensure prompt service in the event there are any problems. We will support you and help you manage the transition to ensure it is a seamless and positive experience.

Equipment Transition

For non-Toshiba equipment that is owned by the County, Toshiba will assist on outbound printer equipment moves resulting from the transition to new Toshiba equipment and shall charge only actual costs incurred with the associated moves.

Operational

It is during the operational phase when the planning, communication, and system configuration come together. Prior to installation, service technicians will perform on-site testing of each machine to verify proper functionality according to customer needs and set-up criteria. We will specifically take into account any special County requirements, confirming the equipment is designed to properly interface with your systems.

During this critical phase, technical and IT support personnel stand by, either on-site or via Toshiba's hotline, to resolve any issues during the installation. After product has been installed and tested, an authorized County representative will sign a Customer Acknowledgement Form verifying equipment was received and is working properly, with a copy retained by the County for its records.

Knowledge Transfer

Toshiba Business Solution's trained professionals will provide County personnel with customized user training that is complete and easy to understand. Training schedules, location, and frequency of sessions will be mutually agreed upon with the appropriate County officials. We also provide instructional tools such as a User's Manual and Operating Instructions. An Operating Instructions poster is available for placement near the device to help walk end-users through the process of performing the more common operating tasks.

Consumable Reordering

The supply and monitoring of consumables are also important once routine operations have begun. Toshiba Business Solutions will set up its secure web portal, GSP, for reordering supplies and consumables. In addition, when fleet monitoring tools are installed on your networked device, a low toner alert from the machine can trigger an email to the primary user associated with a given device. The email will indicate the issue (i.e., low toner), the device and location and will provide a link for the user to confirm the order.

Change Management

Toshiba Business Solutions recognizes that all good plans must be flexible. Throughout the planning and implementation process, Toshiba Business Solutions will work closely with the County to manage any unanticipated developments that may affect installation. We will document significant changes to ensure the entire Onondaga County-Toshiba team is synchronized. In the end, our goal is to work with you to ensure the project is successfully implemented and fully meets and exceeds your expectations.

Service Technician Qualifications

Toshiba is providing a dedicated, certified onsite technician for Onondaga County.

Before a Toshiba authorized servicing provider can ship any Toshiba model, technical staff must have successfully completed a Toshiba technical training program and be factory-certified to work on the Toshiba models. Service Technicians attend Toshiba service schools, seminars, technical assistance programs and other training offered to stay current with the industry's changing technologies.

For example, service providers are classified by technical teams at seven levels, based on job complexity and the level of expertise required. Technicians can advance to the next level once they have met the requirements outlined in the position description.

Position	Years of Experience	Required Certifications
Field Service Representative I	1 – 2 years	OEM
Field Service Representative II	2 – 4 years	OEM
Senior Field Service Representative	5 years	OEM, Other (MCP, MOUS)
Field Service Specialist I	5 years	OEM, Other, Network (MCSE, CNA)
Field Service Specialist II	5 – 7 years	OEM, Other, Network
Technical Support Engineer	2 – 4 years	OEM (in the products they support)
Technical Support Engineer II	4 – 6 years	OEM (in the products they support)
Technical Support Engineer III	6 – 10 years	OEM (in the products they support)
Technical Support Engineer IV	10+ years	OEM (in the products they support)
Technical Support Analyst	10+ years	MCP, CNA
Technical Support Analyst II	15+ years	MCSE, CNA, CNE, MOUS

Toshiba service providers and service technicians receive formal and on-going training from the following sources:

Classroom Training - Technical training conducted by a Toshiba instructor in a formalized classroom environment. Technicians learn theory of operation, disassembly, assembly, adjustments and self-diagnostics in accordance with supporting service documentation. Successful completion of the class,

resulting in Certification by Toshiba is based upon written tests, hands-on troubleshooting and in-class performance as judged by the attending instructor.

Computer Based Training (CBT) - Specially developed interactive online programs and testing designed to deliver certifiable technical training to service technicians via webinar and online classes

7.5.2. The vendor shall have in place a successful parts delivery system and inventory. It is the responsibility of the vendor to track the usage of supplies to ensure an adequate availability.

Toshiba will provide MFD/printer assets, supplies and services through our network of service locations. Each Toshiba service provider is required to maintain a minimum three months' supply of inventory at their facility and, depending on the customer's requirements, a limited stock at the customer's location. Orders are usually shipped to the servicing provider within 24 hours of the order being processed. While unlikely, if we do not have the replacement part in stock, we will notify the County immediately.

In the event that emergency parts or supplies are necessary, service providers can reach out to our centralized warehouses in Memphis, Tennessee, and Pico Rivera, California, which maintain and manage an inventory of MFDs and replacement parts. Our larger distribution center in Memphis, Tennessee is a 208,000 square foot facility that warehouses parts and supplies that include toner, developer, service parts, machines, and accessories. Our other distribution center is located in Pico Rivera, California and is a 65,000 square foot facility that carries supplies only.

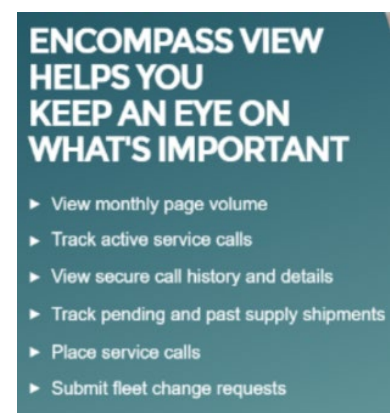
These distribution centers use an automated warehouse system (AWS) to pick and ship all orders and receive all incoming parts shipments from our overseas factories. These warehouses conduct daily cycle counts at their locations to maintain minimum stocking levels and ensure inventory integrity. Similarly, we reach out to other service providers to fill any shortages in order to meet our customers' needs and schedules.

7.5.3. The vendor must provide a web portal for ordering and tracking supplies. The vendor must be able to track the status of the toner automatically on all the machines under the agreement.

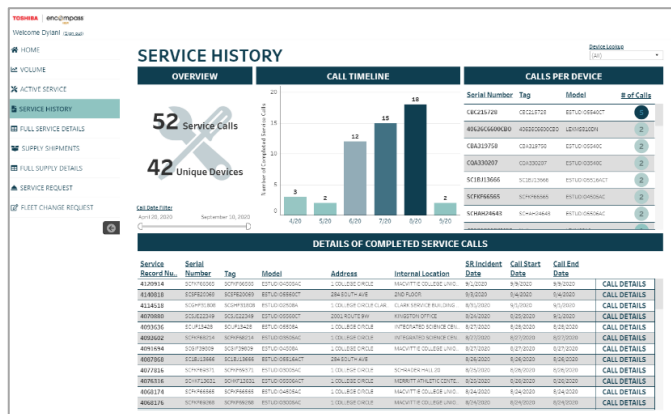
Toshiba offers a client facing portal allowing clients to see service call detail, average monthly volumes, supply delivery information. Service calls and toner orders can be placed all in one user friendly interface. With Encompass View, you can view Volume Trending, Service Performance, Supplies Status and other reports.

Encompass View capabilities include:

- **Service and supply requests** for both Toshiba and non-Toshiba products.
 - Service, usage, population, Total Cost of Ownership (TCO) reports and service reports, as well as fleet and asset management from a single interface.
- **Detailed fleet and asset data**, for the company, site or a model.
 - Asset details, such as serial number, order date, installation date and latest meter read.
- **Product history**, such as product activity, average monthly volume, service and supply calls.



- Online service requisitioning, service alerts and relocation requests. Invoice and Billing history



SERVICE REQUEST

Select Device from Knowns to Load Details

Device Details: Table showing device details.

Device Number	Model	Address	Internal Location	City
701001	LEXMARK	204 SOUTH AVENUE	CORPORATE COMMUNICATION	POUGHKEEPSIE

Form submissions are routed directly to the Toshiba service dispatch team.

You will be contacted by a Toshiba representative to confirm service call details.

Serial Tag: TOUN001

Model: LEXMARK

Address: 204 SOUTH AVENUE, POUGHKEEPSIE, NY 12601-4030

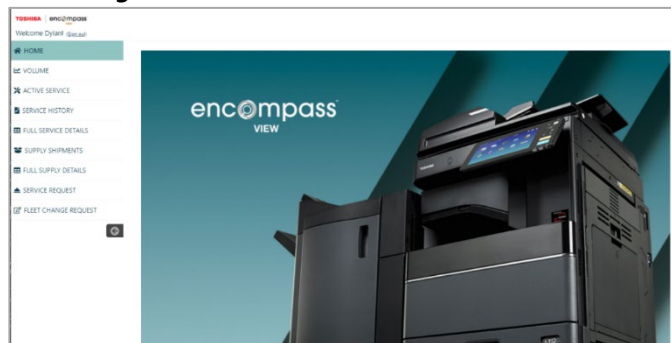
Internal Department/Plant Name: CORPORATE COMMUNICATION

Service Issue: Please provide a detailed description of the issue.

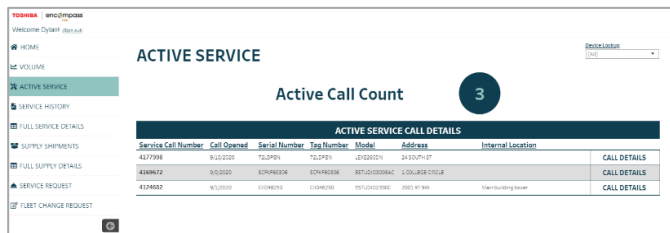
Your Name: [Text Field]

Your Email: [Text Field]

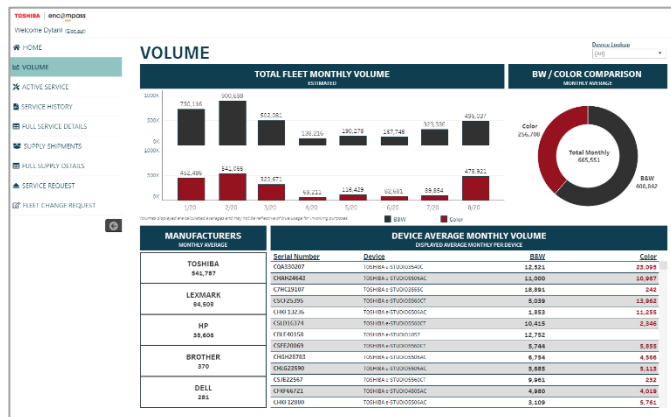
Home Page



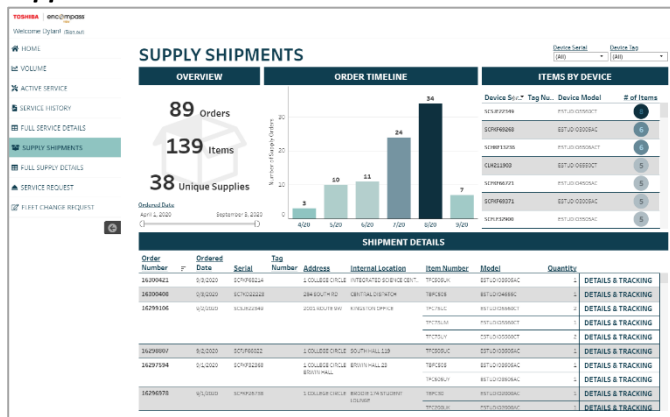
Active Service



Volume



Supplies



7.6. Quality Standards

7.6.1. Describe your quality control process and your process for any unresolved issues.

Toshiba monitors the quality of its service using both internal sources (account reviews, metric outcomes) and external sources (customer feedback, performance meetings with customers, satisfaction surveys, benchmarking). In the spirit of partnership, we make periodic visits to each of our customer's sites for checks or repairs and to share performance outcomes. We use the voice of customers reported through the Dispatch Center and local service providers for further improvements in quality, product planning and development. Our customer service program incorporates the following best practices:

Gathering and Tracking Metrics. Adherence to service level objectives is recorded through Toshiba's Dispatch Center. Dispatch Center agents record the time that a service ticket is placed as well as the reported symptoms. When a call is reported as complete, the Dispatch Center personnel record the closing time as well as the observed symptoms and fix.

Account Reviews. Toshiba conducts account reviews with all our major account customers, usually on a monthly or quarterly basis. During these meetings, we review our performance to ensure mutually identified goals are being met and/or exceeded. Toshiba provides a variety of management reports that narrate or illustrate information regarding utilization levels, install and removals, service, and other key metrics.

Quality Surveys. Toshiba uses Customer Satisfaction Surveys to evaluate our performance in areas such as customer training, service, and product satisfaction. Toshiba has developed two types of surveys: One gives a voice to your key stakeholders and is tailored to address the customer's management objectives. The other survey addresses the actual end-users. These surveys help us to identify key success factors; further, by scoring and benchmarking these surveys, problem areas, enhancement opportunities, and areas for improvement are identified.

Internal Evaluations. Toshiba establishes very clear expectations of our service providers up front including standards of quality, adherence to service levels, safety, security, and compliance with Toshiba policies and procedures. All dealer agreements contain performance thresholds and incentives which are continually measured and tracked. Both company-owned and authorized service providers are bound by the terms and conditions of their Dealer Agreement and National Account Program Agreement, which is executed annually. Both agreements bind the dealers to strict National Account Policies and Procedures. When selecting service providers, Toshiba uses criteria such as corporate governance, goodwill, metric performance, financial strength, employee satisfaction and customer satisfaction.

In the event there is an unresolved issue, and the situation is escalated, head of our client services team is notified. She acts as a liaison to all affected parties and will coordinate team members to resolve the problem quickly and to the clients' satisfaction.

7.6.2. If the successful vendor has four violations of the service and support agreement (listed in section 7.7), documented by Onondaga County, it may result in a penalty. A long-term inability to comply may result in termination of specific leases or the full County agreement.

Per our current lease agreement with Onondaga County, we have wording that speaks to contract termination. The wording is as follows; this contract may be terminated at any time pursuant to the following procedure.

1. The lessee will inform the lessor in writing of any dissatisfaction whatsoever with the type of equipment leases herein, the performance of the equipment, or the service for said equipment.
2. The written notice will specifically state the manner and method by which the situation is to be corrected and we will have 30 days to comply. with this request.
3. If the situation is not remedied within the 30-day period, the lessee may terminate this contract with no penalty or charge for early termination of this contract.

7.6.3. Penalties included in this RFP: If the vendor fails to provide repair service within the required four hour time frame from when the vendor is notified, a \$25.00 credit will be applied to the invoice. If four violations occur throughout the course of our agreement, then a \$150.00 credit will be applied to the invoice. After the fourth occurrence, the penalty will continue to be \$150.00 for each occurrence. If there are multiple repairs needed to be done at the same time to different machines, there will not be any penalty if a service technician arrives late. If this were to occur, Onondaga County requires it be notified and updated as to when the technician will arrive for the repair. Persistent issues with untimely repairs or faulty machines may results in contract termination. County decision to waive a particular penalty or penalties will not invalidate this section for other instances.

Toshiba agrees to provide Onondaga County the penalties as outlined Under Quality Standards of the RFP dated October 17, 2022.

Toshiba will provide a designated on-site technician to the County under normal business days excluding holidays between the hours of 8:30am to 4:30pm Monday through Friday. All incoming service calls to our client service center will be directly assigned to the onsite technician and it is agreed upon by all parties that in the event of multiple machine repair calls received within the same business day the first responded service visit of the day call meets the response requirement and there will not be any penalties issued for arriving late. Penalties of response to the vendor will not be incurred for any user induced breakage or failures, network software support, phone line or print driver support. Any units operated outside of manufacturer guidelines or incurring damage requiring replacement of components are not subject to normal terms and conditions of contract coverage but would be provided at additional cost to the County.

7.6.4. Describe your performance standards to resolve service issues.

Generally, most service issues are worked through and resolved at the technician level. When further escalation is needed, you can reach out to Jim Bernardone, your Account Manager at any time. The local account manager will escalate the issue to our in-house Service Department will take the following general steps to correct reported instances of compromised service:

1. Meet with local staff responsible for service delivery.
2. Review the problem.
3. Assign internal engineering resources as needed.
4. Determine a solution that is appropriate and acceptable to the University.
5. Arrange for expedited replacement parts or loaner equipment, if necessary.
6. Document the occurrence and resolution.

7. Formulate an action plan to avoid a recurrence.
8. Review the issue during the next scheduled account review

If it is determined the device is defective and cannot be repaired to function to Toshiba's specification, the device will be replaced.

Toshiba backs each of its products with the best Equipment Performance Warranty in the industry: our Total Quality Commitment (TQC) Program. This is our guarantee that your equipment will perform to specifications during the term of the lease, or it will be replaced. This performance guarantee covers:

FREE REPLACEMENT: If your Toshiba MFD or accessories do not operate within Toshiba's product specifications during the term of this program, and if the equipment cannot be repaired to perform within product specification, Toshiba will replace the MFD or accessory at no charge with a model of equal or better features and specifications.

FREE LOANER: If your Toshiba MFD is out of service for more than two (2) consecutive days after notifying us or requires offsite service, a loaner MFD will be provided by Toshiba at no additional charge.

Toshiba stands squarely behind our promise with the assurance of complete satisfaction. Everything we do contributes to that goal—from setting the industry standard for research and development, to providing instant access to Toshiba support personnel.

7.6.5. Describe how you measure and report customer satisfaction.

Quality Surveys. Toshiba uses Customer Satisfaction Surveys to evaluate our performance in areas such as customer training, service, and product satisfaction. Toshiba has developed two types of surveys: One gives a voice to your key stakeholders and is tailored to address the customer's management objectives. The other survey addresses the actual end-users. These surveys help us to identify key success factors; further, by scoring and benchmarking these surveys, problem areas, enhancement opportunities, and areas for improvement are identified.

7.7. Maintenance Program

7.7.1. Please supply a copy of your standard maintenance program and service level guarantee according to each model if appropriate. Onondaga County reserves the right to request changes in the agreement to meet the needs of the County.

Toshiba's service and support model focuses on the use of highly experienced, certified, and responsive technicians; adherence to strict maintenance schedules; tracking product performance; and compliance with manufacturer specifications. With one of the largest service organizations in our industry, we can provide you with consistent, high-quality service throughout the term of the contract. We have proven the effectiveness of our service model on thousands of contracts where we are or have been providing product, services, and fleet assessment and print optimization. Our value-added service and maintenance programs include:

- **Service Dispatch** - Toshiba's local Dispatch Center will support all end users by receiving,

logging, and tracking all service and supply requests in a centralized environment.

- **On-Site Service** - Trained and certified service technicians will correct any deficiencies and perform repairs in response to service calls. This includes necessary adjustments to product, repairs, or replacement of parts which Toshiba determines to be unserviceable.
- **Preventive Maintenance** - We will perform all scheduled preventive maintenance on time and to your satisfaction to ensure your products are always running at optimum levels. This includes identifying potential problems and correcting them before they occur to increase the uptime of your units and reduce the number of service calls.
- **Escalation Management** - We offer a clearly defined escalation process to resolve poor performance issues quickly, efficiently, and to your complete satisfaction
- **Parts/Supplies** - We will provide all parts and consumables on time and in the correct types and quantities. Each of our service providers maintains a fully stocked inventory of common replacement parts and supplies.
- **Fleet Monitoring** - Remote and continuous fleet monitoring is part of ensuring business continuity through improved device uptime and reliability.
- **Toner Recycling** - To support local recycling and conservation, Toshiba extends our “Zero Waste to Landfill” recycling program to all locations for disposing of your spent consumable supplies.
- **Total Satisfaction Guarantee** - Each Toshiba MFD product comes with our exclusive Total Quality Commitment (TQC) guarantee that your product will perform to specifications during the term of the lease, or the product will be replaced. No other manufacturer matches this guarantee.
- **Account Reviews** - Toshiba will hold performance review meetings where Account Team members will consult with you and address any issues you may have. During the meeting, we will discuss our service performance and present metrics.
- **Service Hours** - Toshiba will respond to service calls during normal working hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays.

Toshiba standardizes our **Service Level Agreements (SLAs)** for each customer to ensure consistent and high levels of service regarding of location. Toshiba envisions the following Service Level Agreements (SLAs) which would be incorporated into our contract with the customer. During initial account planning, Toshiba and the County can jointly develop SLAs for all aspects of device and service performance to match all your business requirements.

Following are key Service Level Agreements (SLAs) that we typically offer our Managed Print Services customers.

Product Delivery:	Toshiba's delivery time for new Toshiba multifunction devices orders from time of receipt to time of install is approximately 15 to 30 days upon receipt of the order. Printer delivery time is approximately 5 to 10 days.
Supply Delivery:	Supply delivery for legacy and new equipment usually occurs within three business days.
Equipment Uptime:	Toshiba’s proposed fleet will maintain an average uptime of 98% during any three (3) consecutive rolling calendar months provided the paper used in the machine is virgin fiber xerographic bond or

recycled xerographic bond and the parts and consumable supplies used are genuine Toshiba parts and consumable supplies.

Call Acknowledgement Time:

Toshiba provides a call answer response time of less than one hour after receipt of a service call during normal business hours, Monday through Friday, 8:00 AM to 5:00 PM local time.

Onsite Service Response Time:

Toshiba provides an average of four (4) hours for on-site service response after receipt of a service call. Onsite Service Response time is calculated based on an average over three-month periods and excludes preventative maintenance calls. Printer response time is next business day.

Hours of Operation:

Toshiba maintenance is generally available from 8:00 a.m. to 5:00 p.m. local time, except weekends and holidays.

Hardware Replacement

Based on warranty and our Total Quality Commitment Guarantee

7.7.2. Maintenance is defined as acceptable work performed by the vendor to assure that all features of the equipment are operating per the manufacturer's published standards.

Toshiba has read and agrees

7.7.3. The vendor must describe its procedure for reporting service calls, service history, end user printer usage, inventory, and asset management. The vendor must be able to supply any of these reports within 24 hours. Exceptions to this will only be accepted upon Onondaga County's approval.

Toshiba agrees.

Toshiba provides the County with weekly service reports to detail calls. Calls are placed through the County's IT department and triaged through our in-house service technicians. These calls are shown in detail on a spreadsheet and shared to the County weekly. An example is shared below:

A	B	C	D	E	F	G	H	I	J	K
DATE CALLED #	TIME	DEPARTMENT	SERIAL	MODEL	COUNTY REF #	THIS CALL #	ISSUE	STATUS OF CALL	COMP. DATE	RESOLUTION
04-04-17	10:03 AM	CLERK'S OFFICE	SCFAE5907	E307	267320	1793254	DARK HORIZONTAL LINES IN MIDDLE OF PRINT/COPY JOBS	COMP	04-05-17	REPLACE PARTS - change heat roller inspect drum - clean feed assemblies
04-05-17	12:05 PM	FAMILY COURT	SCHF40974	E5508A	267407	1799401	THE LCF HAS A PROBLEM CLOSING AFTER LOADING PAPER	COMP	04-07-17	MECHANICAL ADJUST adjust new screws test
04-05-17	3:36 PM	RM 500	SCFAE40009	E3550C	267417	1800300	WHEN PRINTING OR COPYING COLOR GRAPHICS THERE ARE HORIZONTAL LINES ON THE PAGES	COMP	04-10-17	REPLACE PARTS y drum tip clean test
04-10-17	8:59 AM	1ST FLOOR SUITE A	SCLD33366	E4550C	267468	1800449	WHEN RIGHT SIDE DOOR IS CLOSED THERE IS A LOUD MECHANICAL WHIRLING NOISE	COMP	04-10-17	MECHANICAL ADJUST replace large in exit wing
04-10-17	10:21 AM	DA'S OFFICE - GRAND JURY	SCDFE2040	E307	267476	1800304	FIN CODE	COMP	04-11-17	REPLACE PARTS - replace hd - clean adf and feed rollers - inspect drum and fuser
04-10-17	11:16 AM	CHIC CENTER 3RD FLOOR	SCDFE31071	E307	267462	1804094	TONER STREAK LINES ON DOCUMENTS WHICH LINE UP WITH LINE ON FUSER HEAT ROLLER	COMP	04-11-17	REPLACE PARTS - udr and replace top tray tray kit
04-13-17	8:34 AM	CHLD SVS - 7 WEST	SCDFE23243	E457	267564	1810081	CREASING & SKEWING PRINT - JAMMING	COMP	04-13-17	MECHANICAL ADJUST best guide gen clean and maint
04-13-17	10:01 AM	CHLD SVS - 8 WEST	SCDFE23201	E307	267574	1810036	JAMMING ON RIGHT SIDE WHEN USING LCD	COMP	04-13-17	MECHANICAL ADJUST best rear guide gen maint
04-14-17	10:33 AM	1TH FLR HEALTH DEPT	SCYD23054	E3550C	267629	1810775	BLACK TONER NOT RECOGNIZED MSG - TRIED 2 CARTRIDGES - MAKING A NOISE	COMP	04-18-17	REPLACE PARTS - replaced old dev unit
04-18-17	12:58 PM	1TH FLR ENVIRONMENTAL HEALTH	SCDL40038	E457	267700	1818438	When using the bagasse tray the paper is jamming intermittently. When using the other trays there is paper creasing and jamming.	COMP	04-19-17	MECHANICAL ADJUST replaced bridge latch with part from office
04-18-17	3:06 PM	1TH FLR HEALTH PROSD	SCLD33334	E3550C	267730	1818989	when printing color, yellow diagonal lines appear throughout document	COMP	04-19-17	REPLACE PARTS y drum add dev misc calibrate test
04-18-17	3:38 PM	CHIC CENTER 2ND FLOOR	SCDFE26071	E307	267708	1819962	Intermittently crinkling paper and horizontal line near top of document that corresponds to fuser heat roller line	COMP	04-20-17	PERIODIC MAINTENANCE udr drum blade & k&k
04-19-17	10:30 AM	1TH FLR CORP LAW DEPT	SCLD33366	E306	267749	1820620	LOUD GRINDING NOISE WHEN THE TOP DRAWER IS CLOSED	COMP	04-20-17	REPLACE PARTS - in gear
04-19-17	3:34 PM	DA'S OFFICE - CIVIL	SCDFE31080	E307	267767	1821776	FIN CODE	COMP	04-21-17	ELECTRICAL/ELECTRONIC ADJUST - Replaced hd&u - Update the Clean Test
04-21-17	9:07 AM	PROBATION BREAKROOM	SCFAE59080	E307	267800	1825301	INTERMITTENTLY UNABLE TO SEND FAXES - THE LINE IS GOOD AND CABLE HAS BEEN REPLACED - SHE RECEPTIONIST FOR LOG SHEET	COMP	04-21-17	WEEK errors definitely line issue - functioned fine while I was onsite - clean adf inspect drum and fuser
04-25-17	12:03 PM	RM 500	SCFAE40009	E3550C	267869	1826365	WHEN PRINTING IN COLOR GRAPHICS THAT CONTAIN YELLOW TONER - THE DOC HAS A DIAGONAL YELLOW BAND THROUGH IT	COMP	04-21-17	REPLACE PARTS - replace y chn contacts and add y dev
04-25-17	10:55 AM	CHLD SVS - 8 WEST	SCDFE23208	E307	267879	1826463	Intermittently crinkling paper and giving misfeed error with E550 error	COMP	04-26-17	corner separator on non-top side bent again from improper paper loading - clean the sensor and
04-27-17	12:35 PM	CHIC CENTER 2ND FLOOR	SCDFE23200	E307	267828	1831707	Horizontal tone lines on documents which correspond to line on fuser's heat roller	COMP	04-28-17	REPLACE PARTS - udr drum blade
04-28-17	9:35 AM	SOCIAL SERVICES - COB 6	SCDFE00420	E457	267979	1833079	FIN CODE	COMP	04-28-17	REPLACE PARTS hd&u - w&w
	OPEN									
	WAIT									
	DOWN									

**DRIP MEANS TECHNICIAN IS AT LOCATION



Using the Encompass View web portal, you will have 24/7 access to view your Active Service Calls as well as Service History.

Active Service

TOSHIBA | enc@mpass

Welcome Dylan!

HOME

VOLUME

ACTIVE SERVICE

SERVICE HISTORY

FULL SERVICE DETAILS

SUPPLY SHIPMENTS

FULL SUPPLY DETAILS

SERVICE REQUEST

FLEET CHANGE REQUEST

ACTIVE SERVICE

Active Call Count 3

Service Call Number	Call Opened	Serial Number	Tag Number	Model	Address	Internal Location	
4177998	9/10/2020	72LDPBN	72LDPBN	LEXE260DN	24 SOUTH ST		CALL DETAILS
4169672	9/9/2020	SCFKF69306	SCFKF69306	ESTUDIO3005AC	1 COLLEGE CIRCLE		CALL DETAILS
4124682	9/1/2020	C1048250	C1048250	ESTUDIO2330C	2001 RT 9W	Main building lower	CALL DETAILS

Service History

TOSHIBA | enc@mpass

Welcome Dylan!

HOME

VOLUME

ACTIVE SERVICE

SERVICE HISTORY

FULL SERVICE DETAILS

SUPPLY SHIPMENTS

FULL SUPPLY DETAILS

SERVICE REQUEST

FLEET CHANGE REQUEST

SERVICE HISTORY

52 Service Calls
42 Unique Devices

Call Date Filter
April 20, 2020
September 10, 2020

CALL TIMELINE

Date	Number of Completed Service Calls
4/20	3
5/20	2
6/20	12
7/20	15
8/20	18
9/20	2

CALLS PER DEVICE

Serial Number	Tag	Model	# of Calls
CBC215728	CBC215728	ESTUDIO5540CT	5
40636C6600CBO	40636C6600CBO	LEXMS8100N	2
CBA319758	CBA319758	ESTUDIO5540C	2
CQA330207	CQA330207	ESTUDIO3540C	2
SC1B113666	SC1B113666	ESTUDIO5516ACT	2
SCFKF66565	SCFKF66565	ESTUDIO4505AC	2
SCHAH24643	SCHAH24643	ESTUDIO5506AC	2

DETAILS OF COMPLETED SERVICE CALLS

Service Record Nu.	Serial Number	Tag	Model	Address	Internal Location	SR Incident Date	Call Start Date	Call End Date	
4120914	SCFKF66565	SCFKF66565	ESTUDIO4505AC	1 COLLEGE CIRCLE	MACVITTIE COLLEGE UNIV.	9/1/2020	9/9/2020	9/9/2020	CALL DETAILS
4140818	SCSFE20069	SCSFE20069	ESTUDIO5560CT	284 SOUTH AVE	2ND FLOOR	9/3/2020	9/4/2020	9/4/2020	CALL DETAILS
4114518	SCGHP31808	SCGHP31808	ESTUDIO2508A	1 COLLEGE CIRCLE CLAR.	CLARK SERVICE BUILDING	9/31/2020	9/1/2020	9/1/2020	CALL DETAILS
4070880	SCSJ822349	SCSJ822349	ESTUDIO5560CT	2001 ROUTE 9W	KINGSTON OFFICE	8/24/2020	8/25/2020	9/1/2020	CALL DETAILS
4093636	SC1P13428	SC1P13428	ESTUDIO5508A	1 COLLEGE CIRCLE	INTEGRATED SCIENCE CEN.	8/27/2020	8/28/2020	8/28/2020	CALL DETAILS
4093602	SCFKF68214	SCFKF68214	ESTUDIO3505AC	1 COLLEGE CIRCLE	INTEGRATED SCIENCE CEN.	8/27/2020	8/27/2020	8/27/2020	CALL DETAILS
4091694	SCG1P39809	SCG1P39809	ESTUDIO4508A	1 COLLEGE CIRCLE	MACVITTIE COLLEGE UNIV.	8/27/2020	8/27/2020	8/27/2020	CALL DETAILS
4087868	SC1B113666	SC1B113666	ESTUDIO5516ACT	284 SOUTH AVE		8/26/2020	8/26/2020	8/26/2020	CALL DETAILS
4077816	SCFKF69371	SCFKF69371	ESTUDIO3005AC	1 COLLEGE CIRCLE	SCHRAEDER HALL 20	8/25/2020	8/26/2020	8/26/2020	CALL DETAILS
4076316	SCHKF13631	SCHKF13631	ESTUDIO5506ACT	1 COLLEGE CIRCLE	MERRITT ATHLETIC CENTE.	8/25/2020	8/26/2020	8/26/2020	CALL DETAILS
4068174	SCFKF66565	SCFKF66565	ESTUDIO4505AC	1 COLLEGE CIRCLE	MACVITTIE COLLEGE UNIV.	8/24/2020	8/24/2020	8/24/2020	CALL DETAILS
4068176	SCFKF68268	SCFKF68268	ESTUDIO3005AC	1 COLLEGE CIRCLE	MACVITTIE COLLEGE UNIV.	8/24/2020	8/24/2020	8/24/2020	CALL DETAILS

7.7.4. The vendor is responsible to provide all parts and labor as part of device maintenance. No additional costs will be allowed.

Toshiba agrees.

7.7.5. Please provide details on how you intend to supply service, including the number of service technicians who will be available in the field.

The County will receive an unmatched level of dedicated, consistent and centralized dispatching, service, and technical support from Toshiba through the addition of three on-site service technicians who will promptly respond to all service requests on-site.

Local Customer Service Department

- 23 Service Technicians available in Onondaga County
- Real-time Technician notification

Personal touch

- 1 hour call policy (from technician responding)
- Field managers review call boards

Redirect manpower to overburdened areas

- Local parts warehouse

Direct ship to technicians' territories

- Over 250 factory certification trainings

In-house certified trainer

Dedicated Network Engineers

- Average experience of technicians is 17.5 years

The service call process begins when a user identifies an issue with the machine and places a service call, either via the County IT department, direct to our Dispatch Center by calling our toll-free telephone number, by email or via our secure web portal (Encompass View). Upon receipt of the request, the dispatcher will:

- Log in the date, time, and location of the call and assign a confirmation number for tracking purposes.
- Obtain the model and serial number of the equipment, customer location, the customer's contact person and phone number a description of the problem and, if applicable, any error codes displayed on the machine.
- Dispatch the call to the on-site team or technician for that location.
- Track the call to ensure that work is completed, and the problem resolved within the required timeframe.
- Follow up to ensure the customer is satisfied.

The onsite technician will contact the requestor within one (1) hour upon receipt of the dispatch call. He or she will attempt to resolve the customer issue over the telephone. If remote resolution is not achieved, the technician will attend to the repairs on site, within four (4) hours upon receipt of the dispatch call. Upon arrival, the technician reviews the equipment issue and provides an estimate of the time required to repair your equipment. In most cases, the issue is resolved on the same day. In rare instances where parts or components need to be ordered, the technician will schedule a follow-up visit once the part has arrived, usually the next business day. Generally, the technician will have the part in stock locally.



Regardless of the case, the service technician makes repairs as expeditiously as possible in order to minimize any disruption to business activities.

Should the technician require technical support during the call, he or she has access to our In Touch Center (ITC) hotline during the hours of 6 a.m. to 5 p.m. (Pacific Time) for immediate, live technical assistance from hardware and software specialists.

Upon completion of the service call, the technician advises the end user and clears the call through the Local Dispatch Center, which allows Toshiba to capture and maintain specific metrics regarding equipment and service performance.

Additionally, users can view service call status by device and location, such as start and completion dates, call type, symptoms and solutions, caller name and telephone number using the Encompass View web portal.

7.7.6. Within 1 hour of a remedial service call to the supplier, a service technician will be required to call the designated Onondaga County Department of Information Technology contact and inform them that he/she has been notified and when he/she will respond to their call. It will be the responsibility of the supplier to provide service within four (4) hours on-site after a call is placed, during normal business hours (8:30am-4:30pm, Monday-Friday).

Toshiba has read, understands and will comply.

7.7.7. Any MFD or copier (original or alternate) that is down for more than 48 hours will be replaced with a backup of equal or higher specifications. A replacement copier (new or newly manufactured) or one of equal or higher specifications shall be provided if: a) a copier that is down more than 3 times in a month for a similar problem b) the original copier cannot be fixed within 5 business days.

Toshiba has read, understands and will comply.

The Toshiba Quality Commitment is our guarantee that you're getting the utmost in advanced technology, dependability, service and support. Toshiba stands squarely behind our promise with the assurance of complete satisfaction. Everything we do contributes to that goal—from setting the industry standard for research and development, to providing instant access to Toshiba support personnel. Look around. Nothing compares to Toshiba...quality guaranteed.

Here's How the Guarantee Works.

FREE REPLACEMENT

If your new Toshiba manufactured copier, facsimile, printer, thermal barcode printer or its accessories do not operate within Toshiba's product specifications during the term of this program, and if the equipment cannot be repaired to perform within product specifications, Toshiba will replace the copier, facsimile, printer, thermal barcode printer or accessory at no charge with a model of equal or better features and specifications.

FREE LOANER

If your new Toshiba manufactured copier, facsimile, printer or thermal barcode printer is out-of-service more than two (2) consecutive business days after notifying your Authorized Toshiba Servicing Dealer or



requires off-site service, a loaner copier, facsimile or printer will be provided by the Authorized Toshiba Servicing Dealer at no additional charge.

TERM OF PROGRAM

The term of this program is: a) for new purchased equipment, three years from equipment installation date or maximum number of copies as stated in the product specifications, whichever occurs first; or b) for new leased or rental equipment, three years or the length of the original lease starting from the equipment installation date, whichever is longer.

7.7.8. Material breaches from service level guarantees will be considered grounds for contract termination at Onondaga County's discretion. Material breaches include, but are not limited to: late service occurring more than 2 times within a month, 1 instance of service provision more than 8 hours within call, failure to provide backup when a MFD or copier has been down for more than 24 hours, or failure to provide replacement MFD or copier under conditions described above.

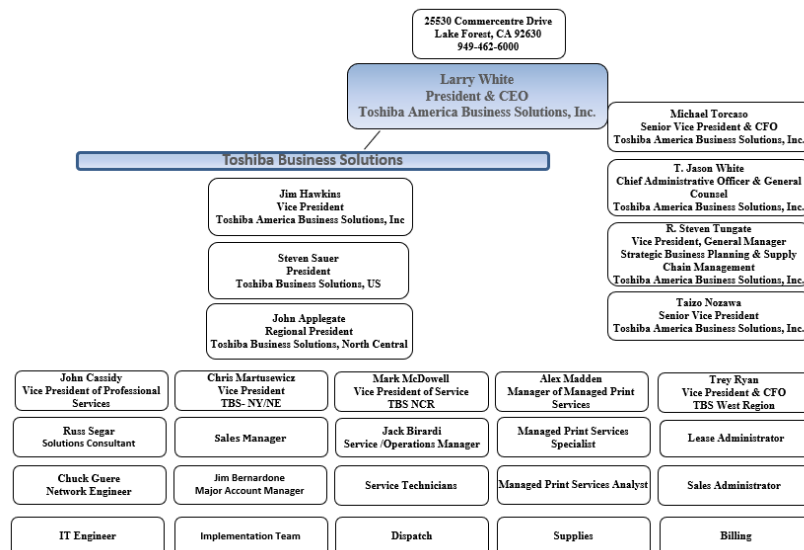
Toshiba has read, understands and will comply.

7.8. Account Management

7.8.1. Onondaga County requires a single point of contact, a dedicated account manager, to initiate asset management activities. The vendor's account manager may be part of a team dedicated to serving Onondaga County. This team is required to be readily available during normal business hours.

Jim Bernardone is the current account manager for Onondaga County, and he handles all aspects of the account. He will continue to be the single point of contact for the County.

7.8.2. Describe your organization's management hierarchy. Who will be responsible for this account? Give specific names, titles, locations, and phone/fax numbers.





Day to day account management will be handled by Jim Bernardone. He will be supported by Russ Seager, Kathryn Burghardt, Chuck Guere and

Jim Bernardone	jim.bernardone@tbs.toshiba.com	315-414-1414
Russ Seager	russ.seager@tbs.toshiba.com	315-414-1414
Alex Madden	alex.madden@tbs.toshiba.com	315-243-4477
Katie Burghardt	Kathryn.burghardt@tbs.toshiba.com	315-414-1414
Chuck Guere	chuck.gurere@tbs.toshiba.com	518-250-5502

7.8.3. Please describe your process for escalation in the event of unresolved issues.

While our goal is to resolve service problems on the first visit, in rare cases where a service issue is not resolved through first level triage, the local service technician will assign the problem to a technical expert in the relevant area. Recurring problems will be reported immediately to the Service Manager, who will determine possible solutions and actively work to resolve the issues.

Jack Birardi, Service Manager 315-414-1414 jack.birardi@tbs.toshiba.com

Chris Martusewicz, Vice President 315-414-1414 chris.martusewicz@tbs.toshiba.com

To monitor our performance and ensure that quality service is delivered to the County, Toshiba will conduct quarterly business reviews with key stakeholders. This will be a forum to discuss the performance of your dedicated Toshiba Account Team, your overall satisfaction with our services, and areas where we may improve. We will also provide quarterly reports to illustrate our service performance. The feedback and performance results solicited through these business reviews will be communicated to every Toshiba employee that serves the account. Our strategy for successful customer service will be reinforced through centralized training of all new account team members as well as regular internal communications and refresher trainings.

7.8.4. Onondaga County requires the vendor's account manager to meet with an authorized Onondaga County Representative quarterly to review usage history, any service issues, and any possible updates or changes which could be generated to help achieve Onondaga County's Print Management goals.

Toshiba agrees.

7.8.5. How will your team facilitate clear, strong communication between your organization and Onondaga County?

The Onondaga County/Toshiba partnership spans more than 20 years. We will continue to grow our relationship in a positive manner providing the County with the most advanced technology, best products available and software solutions. With dedicated senior account executive Jim Bernardone's expertise, we will continue to work closely with Onondaga County and provide the best service and support the industry has to offer. His intimate knowledge of the entire County and department's current equipment and personnel and will respond quickly if any issues arise. With an onsite service technician, we will

respond quickly to any service concerns and will elevate to the proper personnel within Toshiba to make it right.

During regularly scheduled meetings, Jim will also review utilization and costs of individual assets and efficiencies for each department or location. We will jointly evaluate the current print fleet and future expansion in print volumes and determine the appropriate course of action. Toshiba can frame a proposed recommendation that will allow the County to replace antiquated products with new technology or add new products by simply refreshing your existing fleet of devices.

Some of the other topics covered during these meetings include:

- Key customer concerns – implementation, equipment, relocations, future expansions
- Asset management and supply assessment
- Service metric performance
- On-going training needs
- Product utilization and efficiency
- Benchmark customer satisfaction

Quarterly Partnership Reviews will allow Jim and the County to jointly assess satisfaction with our performance and allow both sides to address value-added enhancements to the account management.

Our post service questionnaire will automatically alert us to any problem areas that exist. These surveys are forwarded to our Client Service Director and Jim. Both individuals will then follow up to make sure client satisfaction is met. Jim also receives a 30/60/90 report that alerts him to devices in the field that have had problems over the last 90 days so we can evaluate the devices performance and react accordingly.

7.8.6. Describe your organization's service team and the number of technicians you have stationed in Onondaga County.

Toshiba is recognized as the service leader in the industry, as evidenced by numerous industry awards and an outstanding performance record. This also is due to the high standards that we require of, and enforce with, our service providers as well as the training and certification programs we administer to ensure that all service technicians are knowledgeable and have all the necessary resources when they are dispatched for service.

In addition to our local team, Toshiba has over 3,500 service technicians as well as regional experts nationwide to support our customers. Our service infrastructure includes Toshiba Engineers, Advanced Technical Service Specialists, Network Professionals, Solutions Design Experts, and other support personnel to attend to your product and service needs. Each technician servicing your product is backed by a service manager, network specialists, and alternate technicians, if needed who serve as backup during emergency situations.

Service Department Features:

Local Support

- Local Customer Service Department
- 23 Service Technicians available in Onondaga County
- Real-time Technician notification
- Personal touch

7.9.2. All MFDs must be able to provide electronic meter reading and for service and supplies billing.

Toshiba agrees. FM Audit will continue to monitor your meters and supplies.

7.9.3. The vendor should supply a master activity report for all MFDs at all the County's sites. This report should include the machine identification number, model number or serial number, beginning and ending meter numbers, total copy volume extended by the cost per page and the cost per device to achieve the total monthly cost per device. Also included should be any recorded maintenance and any service repairs during that time. It should contain the total amount of pages by department, and total billing for all printing service which occurred in that billing cycle.

Toshiba agrees and will comply.

7.9.4. Onondaga County requires all invoices be sent electronically.

Toshiba agrees and will comply.

7.9.5. The vendor will supply an annual summary report. Onondaga County requires the report state the total pages by all departments for the past year.

Toshiba agrees and will comply.

7.9.6. Describe any and all technological advantages you would make available to Onondaga County. Include any security features, features that protect the "eyes only nature of documents" servers, document management solutions, authentication, preflighting, open platform connectivity, energy management etc.

Toshiba's print capabilities in the areas of print platform integration and interoperability across various operating systems vary from small desktop devices to network MFDs to providing high-volume output for corporate data centers. We support most operating systems and print environments, including all popular mobile devices.

Toshiba's Open Platform connectors offer a high level of third-party application integration with all of Toshiba's Open Platform MFDs. Through these purchased connectors, Toshiba can integrate our MFDs with external applications and systems that include Microsoft SharePoint, Microsoft Exchange as well as cloud-based applications such as Microsoft Office 365, Google Docs and Google Apps. By storing data on the cloud, you can download data anytime, anywhere, including to and from mobile devices. This allows you to take your office with you wherever you go.



New Technology

We boast a number of other innovations and technologies that we have delivered to market over the last few years that have greatly enhanced the value of our products, services, solutions, and MPaaS offerings, that can be offered to the County. These include, but are not limited to:

TOSHIBA

- The **Elevate Sky** platform which features a portfolio of Toshiba and third-party cloud-enabled systems, software and services that are designed to allow users to manage devices and content entirely in the cloud.
- Our **Workplace Productivity Bundle**, a collection of three apps that help customers digitize large volumes of paper documents, capture relevant business metadata, and deliver searchable files when scanned using Toshiba MFDs.
- **TouchFree**, a mobile device app that gives walk-up users remote control access to the front panel of their MFD from their smartphone or tablet. In this COVID environment, with TouchFree users do not need to touch the front panel of the MFD, thus ensuring safer operation in a multi-user environment such as busy offices or schools.
- Our new customizable user interface, **ELEVATE**, a personalized User Interface for Toshiba MFDs that simplifies both common and sophisticated tasks. This interface streamlines document workflow and improves overall organizational efficiency.
- Cloud-based application **e-BRIDGE CloudConnect** remote service diagnostics tool. CloudConnect allows Toshiba MFDs to connect to a cloud service so Toshiba technical staff can diagnose, troubleshoot, and resolve service issues remotely.
- Our **e-BRIDGE Print & Capture** mobile software app that allows Android and iOS users to scan from and print to their Toshiba MFDs.
- Formed a partnership with **XMedius Solutions, Inc.**, to provide clients with a secure, reliable and efficient fax over IP solution.

Toshiba's **NEW Elevate Sky™** platform features a broad portfolio of Toshiba and third-party cloud-enabled systems, software and services including print, document and printer fleet management, workflow and beyond.



Together, these allow users to manage devices and content entirely in the cloud. While Toshiba has utilized cloud technology across its portfolio for years, the company's Elevate Sky platform aligns such capabilities within one platform to make the transition to cloud easier and more successful for end users. It also enables seamless connectivity from on-premises hardware to the cloud for easy and secure interactions between physical documents and digital workflows.

Elevate Sky achieves a superior cloud customer experience through the following:

- Cloud-enabled systems: Toshiba multifunction printers dramatically enhance productivity by enabling workforces to share documents seamlessly and securely via cloud providers such as Google, Microsoft, Box and Dropbox.
- Cloud-ready software: From output management to document management and workflow solutions, Toshiba helps companies transform physical documents into digital cloud-based workflows to any location or device, 24/7 through the cloud.
- Cloud-based management: Elevate Sky's cloud-based fleet tools allow businesses to centrally facilitate print and document environments – regardless of location.

7.10. Hardware & Software Solutions

7.10.1. All MFDs must come standard with hard drive security to DOD standards (data overwrite and encryption). Do you offer print validation on your MFDs?

Yes, e-Studio MFDs come standard with Data Invalidation.

7.10.2. Onondaga County currently uses the document management program, Docuware. Please describe how your devices will accept this program, or an equivalent program.

Toshiba implemented the DocuWare solution throughout Onondaga County. DocuWare has direct integration with the Toshiba eStudio MFD's. Scan templates can be configured on each system for direct scanning to specific monitored network folders for automatic processing and indexing. There is also an embedded DocuWare Toshiba MFD scan connector discussed in the response 7.10.3.

7.10.3. Do your organization's MFDs allow for an imbedded scan to connection to our current document management program, Docuware or an equivalent program? Could this be done from the touch screen of the machine? Will this be able to securely authenticate and display specific file cabinets?

Yes, the Toshiba eStudio MFD's have an optional embedded scan connector for the DocuWare electronic content management system which enables the touch screen of the MFD to have secure authentication directly to DocuWare and have access on the display to the specific file cabinets the end user is authorized to work within.

7.10.4. Can your organization's MFDs handle private print and fax to email? Please explain your procedures for specialty printing, envelope printing, label printing and check printing.

Yes, our MFDs come standard with the ability to send private print and receive fax to email.

Our MFDs print envelopes from an envelope drawer or the bypass. Labels print from the bypass.

7.10.5. Describe your organization's experience and technology regarding a MFD connector for output management software?

The MFD connector for output management software is pivotal component of the output management software. The MFD connector is embedded software that runs on the MFD to track and control access at the device. Authentication on the device facilitates secure print release, find-me print via card swipe at any device and reduces the number of wasteful abandoned print jobs. Utilizing the MFD connector for output management software establishes an environment for tracking all copies, prints, faxes and scans. The MFD connector prevents copier use until a user has successfully authenticated via a card swipe and/or username or PIN entry. The connector monitors paper output for charging/tracking, communicating with the PaperCut server and acting on its rules and directions as set by the administrator.

7.10.6. Onondaga County requires an external authentication device for each MFD.

Toshiba has included the option for external authentication card readers for the eStudio MFDs and is listed as a separate line item in the pricing page

7.10.7. Onondaga County uses Active Directory to track personnel profiles, rights, privileges, and other roles as attached to their job responsibilities. Please describe your MFDs implementation process with regards to Active Directory for Print Management Purposes. This would include, but not limited to preloading email addresses, directing fax to email functionality, and tracking print by user in addition to by source computer. Describe your MFDs virtual printer queue data submission, user contact data and network/computer configuration data.

Active Directory integration is a key component for end users to authenticate to an output management system as well as a document management system both at the MFD and their PC. The output management system and document management system both will utilize the end users' credentials at the PC for single sign on capabilities.

Toshiba MFD's back up existing system's address books, system settings and templates that all can be uploaded to the new Toshiba MFD. Faxes can be forward to email addresses or monitored network folders.

Included in the output management software is the ability for a virtual print queue, this allows for the find-me print feature throughout the print environment. All of the print submissions are routed through the print server and information about who is printing, the pages of their print job, the application it is printed from, and the cost of their print job are all collected and calculated in order to provide real life data as to what an organizations cost of printing truly is.

7.10.8. Please provide a listing of all hardware and software solutions, complete with specs, monthly rate, per page charge, and any other fees or options.

Please refer to costing proposal – **Section 7.17**

7.11. Implementation and Transition

7.11.1. Vendor will provide a plan to implement this account, including timeline for implementation, and coordination with necessary County service departments.

Toshiba will take great care and attention to implementing Toshiba's solution at all County locations. Implementation goals range from mitigating impact on your business to initiating and communicating account specifics, deployment schedules, identifying workflow processes for device configuration and ease of replication across the fleet, overseeing site surveys and network requirements, portal configuration for service and supply requisitioning, establishing print policies and control processes, administering user and key operator training, etc. This includes deploying the correct equipment mix and quantities in accordance with agreed-upon installation schedules for each location. Initial planning includes identifying key locations which you would like to focus and may be prioritized by a variety of characteristics, such as operational expense of fleet, age of fleet, location, usage trends, lease expirations, scheduling to limit or have no disruption on work productivity, cultural aspects, etc.

Contract Award triggers the implementation. There are four (4) core elements to Implementation, which are described in more detail on the following pages:

1. Initiate 2. Plan 3. Execute 4. Control

Toshiba launches implementation by initiating meetings with internal Toshiba groups and the County to define requirements. This planning enables the County to experience firsthand, the translation of requirements by establishing processes, as well as roles and responsibilities. Execution takes the established plan and moves it into action. Lastly, control enables Toshiba to benchmark and review progress of the project with the County until the project is complete.

Once requirements are defined and a master project plan is in place, Toshiba would be ready for implementation. Implementation consists of three (3) phases: Planning, Transition, and Steady State. Each phase would be characterized by unique teams, activities and deliverables, data requirements, and key success factors. The following illustrates the activities and deliverables Toshiba would provide during the Implementation process.

Initiate and Planning	Execute Transition	Control
<ul style="list-style-type: none"> • Client change management • Monitoring software • Device certification • Assessment • Policies & procedures • Service & supplies • Billing format • Network requirements 	<ul style="list-style-type: none"> • Hardware installation • Asset tagging • Consumable's ordering • Output management • Weekly reviews 	<ul style="list-style-type: none"> • Break/fix • Supplies • Billing • Reporting • Account Management

Initiate

After Contract Award, Toshiba begins the initial phase by conducting an internal meeting with teams assigned to the County project. During internal preparations, a Client Engagement would be conducted to establish the following, but not limited to:

- Toshiba will request a project Champion(s) from County.
- Toshiba works with County's assigned project team.
- Toshiba schedules weekly meetings with County.
- Toshiba works with the County to define needs and requirements.
- Toshiba assesses the County current situation by the following:
 - Understanding Equipment mix.
 - Understanding Machine removal.
 - Establishing installation timeframe (e.g., Deployment based upon expiration of assets).
 - Establishing ordering process.
 - Understanding network requirements and set ups, including device testing and certification, etc.
 - Understanding billing requirements.
 - Understanding Moves, Adds, Changes, Disposals (MACD) requirements.
- Toshiba assigns a Customer Care team.

Plan

After the initial phase, Toshiba begins planning within the Implementation process. In defining the requirements of the contract, activities may include the following:

Internal Meetings: Toshiba meets with our internal teams to ensure the County requirements are met.

- Service – Machine requirements and specifications
- IT – System support
- Operations – Billing and installation follow-up
- Product Marketing – Product allocation and forecasting

Program Implementation Plan: The Program Implementation Plan serves as an Implementation playbook that defines project methodology used to implement the program. Toshiba works with the County to produce the Program Implementation Plan. Project methodologies could include, but are not limited to the following topics:

- Assessment
- Service & Supplies Requirements
- MACD Process
- Break/Fix
- Supplies Management
- Account Management

Project Management Plan: The Project Management Plan breaks down the bird's eye view into specific tasks Toshiba would need to perform to complete Implementation.

- Toshiba breaks down the County locations defined by the County.
- The defined breakdown of the County locations would be used as part of the roll out schedule.
- The projected equipment rollout date would be determined between Toshiba and County.

SharePoint Portal: Toshiba creates a Microsoft SharePoint portal to place documents, requirements, agendas, and planning materials within a centralized workspace for both internal and external parties to collaborate. The following below shows a sample snapshot of the SharePoint portal.

Forecasting: The forecasting activity provides the County with a bird's eye view of how and when Implementation would be accomplished.

- Toshiba allocates devices to be installed from start to end of the Implementation period based on the data the County provides during the engagement. Through the planning process with County, this figure may change.
- Toshiba works closely with the County to determine the equipment mix and projected installation timeline to allocate enough equipment for roll out.

Proposed Roll-Out Project Schedule: Based upon contract negotiations and award, Toshiba estimates the implementation process and equipment roll-out start date. With the use of calculated assumptions, Toshiba would determine an appropriate roll-out timeline and output, determined by the County requirements.

Project Timeline

The project timeline for this engagement will be dependent on when many key milestones are achieved. Upon finalizing contracts, we will immediately begin working with key stakeholders to identify resources needed to conduct the fleet assessment and will jointly develop an implementation schedule that is customized to County's specific schedule and task requirements. A sample timeline with a list of typical implementation tasks is shown below.

Task Name	Timeline (Business Days)	Responsibility
Implementation Plan (in approximate business days)	30-60	
Contract Finalization	1-2	Toshiba/County
Fleet Monitoring Tool Setup	1-3	Toshiba/County
Device Certification	1-5	Toshiba/County
Equipment Placement Completed	20	Toshiba
Supplies Management Go Live	1-5	Toshiba
Strategic Planning		
Gather requirements to implement Fleet Monitoring Tool	2-3	Toshiba/County
Document configuration process flow	7-10	Toshiba
Provide Subnet to Physical Address Mapping	3-5	County
Validate results with known fleets	3-5	Toshiba/County
Strategy Planning	5-7	Toshiba/County
Build & deliver a quantitative model (Encompass) of County's existing print environment	30	Toshiba
Work with the County Project team for invoicing, reports	5-10	Toshiba/County
Share best practices in managed print with the County to assist in development & deployment of Document Output Strategy	5	Toshiba/County
Develop Print Policy	3	Toshiba/County
Equipment Roll-out Schedule Plan	16	Toshiba/County
Device Certification	10	County
Develop Process flow for Equipment Deployment	2	Toshiba/County
Create a Roll-out schedule	2	Toshiba
Forecast for new device orders	2	Toshiba
Services and Supplies Set-up	39	Toshiba
Gather service and supplies requirements	3	Toshiba/County
Develop Service and Supplies Instructions	3	Toshiba
Services Setup	5	Toshiba
Build Global Services Portal	5	Toshiba
Supplies Setup	31	Toshiba
Finalize ATR Legacy Printer Asset List	5	Toshiba
Setup Supplies Portal	20	Toshiba
Asset Tag ATR Legacy Printers	3	Toshiba
Distribute ATR Service & Supplies Instructions	1	County
Client Services Portal	1	Toshiba/County

Task Name	Timeline (Business Days)	Responsibility
ATR Goes Live	1	Toshiba/County
Develop Communication Plan	9	Toshiba/County
Establish communication strategy and timeline	5	Toshiba/County
Provide Corporate Initiative Letter to end users	1	County
Provide Service and Supplies Instructions to end users	3	County
Training Plan	5	Toshiba/County
Gather training requirements	3	Toshiba/County
Develop training plan and checklist	2	Toshiba/County
Billing Requirements	8	Toshiba/County
Gather billing requirements	3	Toshiba
Create billing format design Document	2	Toshiba
Formalize billing format and sign-off with Customer	3	Toshiba
Site Assessment Planning		
Finalize rollout schedule for locations	1	County
Document key processes related to Fleet Optimization	1	Toshiba/County
Develop Process flow for Assessment Sign-off	1	Toshiba/County
Determine key contacts (MPaaS Analysts) for assessments	1	County
Finalize questionnaire for site assessments	1	Toshiba
Finalize Exception requests	1	Toshiba
Finalize Floor plans	1	Toshiba
Pre-assessment letter to all campuses advising of Toshiba assessments and implementation	1	County
Planning Phase Completed	20	Toshiba/County
Optimization Management		
On-Site Assessment & Optimization Recommendations	14	Toshiba
Site Assessments	14	Toshiba
Verify Key Contacts	1	Toshiba
Send Pre-Assessment Documents to Customer	1	Toshiba
Conduct on-site assessments	2	Toshiba
Create and Present Optimization Results to Customer	5	Toshiba
Assessment review with Customer assess committee	1	Toshiba
Execute assessment findings	1	Toshiba
Go-live review / lessons learned	1	Toshiba/County
Customer Provides Sign-Off of Recommendation	2	County
New Equipment Placement		
Install new equipment according to roll-out schedule	24	Toshiba
Ship Equipment to Toshiba	12	Toshiba
Toshiba stages and sets up equipment	5	Toshiba
Toshiba installs new equipment and trains end users	7	Toshiba
Equipment Placement Completed	20	Toshiba

Execute

Once the implementation or transition plan has been mapped out, Toshiba executes the plan developed in collaboration with County, in stages described below.

Pre-Installation and Setup:

To ensure a smooth installation process, Toshiba will schedule a meeting with the County project leaders to synchronize pre-installation activities so that all parties are well prepared and there is no interruption to business. Toshiba will confirm the following, which will eliminate any problems on the actual delivery date:

- Verifying all machine locations for proper electrical and space requirements
- Ensuring network drops for connected units are installed and phone lines are in place for faxing
- Coordinating attendance and training dates for users and key operators
- Inspecting for any physical challenges (elevator size, hallway width, stairways, loading docks, etc.) that may affect installation
- Establishing points of contact for billing, service, and administrative questions

Our technical personnel will engage with your IT staff to ensure our equipment, as well as any software solutions, are compatible with the network. In cooperation with the County staff, technicians will conduct a network site survey and test to ensure equipment and application compatibility with your network.

After reviewing pre-installation data and confirming general requirements, an implementation schedule is developed. The Implementation Team coordinates, with the incumbent and user, the removal of equipment by the exiting vendor.

Staging, Delivery, and Installation:

To ensure complete functionality, Toshiba products will be shipped directly to the local Toshiba facility, who will verify that equipment is free of damage and all parts are in place. Any rejected shipments due to damage, shortages, or other discrepancy are handled by the service provider. Once accepted, the product is assembled, tested, and configured in accordance customer specifications and any associated set-up criteria prior to delivery to the customer's place of business. Software solutions, if selected, would be configured to meet the specific needs of County. All applicable functions including print, network scan, scan to mail, and analog fax transmission are tested and verified as 100% functional at the time of on-site customer installation. This allows us to can deliver a complete, functional system that requires little or no the County IT intervention.

Once the product has been installed and tested, an authorized the County representative will sign a Customer Acknowledgement (CA) Form verifying receipt of equipment in proper working order; the County will retain a copy of the form for its records. Following installation, technicians will remove packaging materials, old components, crating, and debris from the premises in accordance with best practices and local environmental regulations and recycling policies. Packaging materials are made from recycled materials and are returned for further recycling.

Control

This phase takes place simultaneously when the execute phase begins. Toshiba places key control methodologies throughout the execution process to ensure Implementation moves into a steady state.

Key Control Methodologies:

- Conducting ongoing weekly meetings with the County team until installations are complete
- Reporting key metrics to benchmark or status a process.
- Hardware Installation: Review key metric reports with account management team
- Sending surveys to end users 30 days after installation (optional)
- Ensuring billing accuracy by reviewing the first-generation invoice.
- Utilizing asset management tools

Training Programs

At no cost, Toshiba will conduct user training on all Toshiba products being offered for as many users as required. As the fleet is installed, Toshiba's Training Team at each campus location will coordinate on-site training that covers basic copying, printing, scanning and faxing operations. Basic training will ensure your staff's ability to perform common daily functions; Key Operator training will cover more advanced functions.

Maintenance/Service

The County administrators can submit service requests and supply orders through Toshiba's local Dispatch Center. All service calls are received promptly and entered on-line real-time into the system. The service technician assigned to the campus location is immediately notified of the service call.

Upon receipt of the call, the service technician will attempt to resolve the issue over the telephone. If an on-site visit is required, the technician will respond on-site to a service call. Priority will be given to any call that is an emergency or if the down machine is affecting a critical operation of your business.

Once the service call is completed, the contact will be updated on the resolution of the issue. The Dispatch Center will track the call and follow-up with the County contact to confirm that the issue has been resolved to their satisfaction.

Preventive maintenance is accomplished at regularly scheduled intervals and will comprise the inspections, cleaning and parts replacement as needed. Maintenance intervals will be developed based on manufacturer specifications and industry standards as prescribed in their respective operator manual but can be adjusted based on the levels of use and the environmental conditions.

7.11.2. Describe the process and programs available for user training. The awarded vendor shall provide all required training for the successful operation of any MFD or stand-alone equipment if desired. The cost of the training will be at the vendor's expense.

At no cost, Toshiba will conduct user training on all Toshiba products being offered for as many users as required. As the fleet is installed, Toshiba's Training Team will coordinate on-site training at each location that covers basic copying, printing, scanning and faxing operations. Basic training will ensure your staff's ability to perform common daily functions; Key Operator training will cover more advanced functions.

Training schedules, location, and frequency of sessions will be mutually agreed upon with appropriate representatives. The actual length of each course will vary based on training users' needs and background, previous knowledge and machine features and software applications. Training is





considered complete when users and key operators are comfortable and feel competent in the complete operation of the hardware.

End User Training

This training is designed to ensure that all end users are proficient in our equipment and achieve maximum benefits from our products and solutions. Training is delivered on site by specialized instructors or via web-based applications. The instructor will work closely with your staff to explain, in detail, the features, functions, and benefits of our product to ensure the transition to Toshiba equipment is a positive experience.

During each session, we will cover equipment features, programming, functional operations, operator maintenance, replacement of toner cartridges and paper, and address any questions. Toshiba's assigned Implementation Project Manager will coordinate the scheduling of your initial training sessions. The number and types of units by location, system functionality, and specialized applications will be used in designing our training curriculum. These sessions cover, at a minimum:

- Basic print, copy, scan and/or fax functions
- Hands-on operating experience
- Feeder functionality and paper supplies
- Finishing options and exposure settings
- How to make a copy from glass and/or PC
- How to make a duplex copy
- How to reprogram drawers
- Zoom features and functions
- Special Applications
- Who to notify if service is needed

Key Operator Training

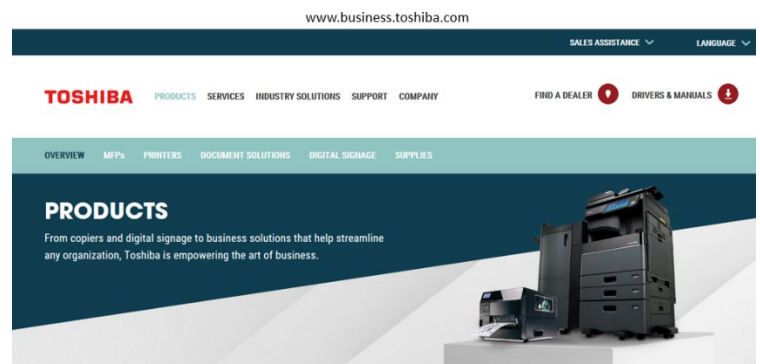
This training provides a dedicated individual (Key Operator) with a more in-depth overview of the equipment than a basic user. An important objective of the training is to give these individuals hands-on training in non-technical maintenance, such as replacing toner, and cleaning the glass. These sessions cover topics such as:

- Overview of all functions of the equipment
- Problem determination /correction procedures
- How to add paper and staples
- How to clear a misfeed
- Administrative issues (supplies ordering, requesting service, service contacts and procedures, etc.)

Web-based Training

For ongoing or refresher training, Toshiba offers self-paced online training for all current Toshiba models. These tutorials will help you learn how to perform various user functions at your device, such as:

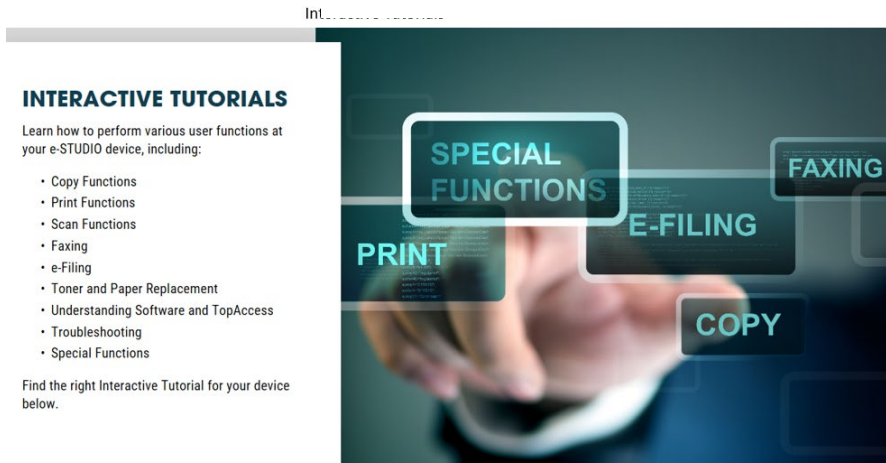
TOSHIBA			
EQUIPMENT TRAINING CHECKLIST			
DELIVERY INFORMATION			
Initial Date	Model	Serial Number	IP Address
Company Name		Division (if applicable)	
Address		City	State Zip Code
Key Contact Name		Phone #	Department
Dealer Name		Technician Name	Technician Phone Number
CHECKLIST			
SETUP AND STARTUP		BASIC COPIER OPERATIONS	
<input type="checkbox"/> Power On/Off		<input type="checkbox"/> Copying from the glass or RADF	
<input type="checkbox"/> Overview LCD Display (Basic, Edit, Program, Settings)		<input type="checkbox"/> Paper feed indicator	
<input type="checkbox"/> Set Scan to Email - Inform user to scan to own email box only		<input type="checkbox"/> Clearing or stopping the copies or a feature	
KEY FEATURES		PRINT	
<input type="checkbox"/> Basic Window		<input type="checkbox"/> Test (5) Most Frequently Used Print Applications	
<input type="checkbox"/> Reduce/Enlarge/Zoom		SCAN	
<input type="checkbox"/> Clustering		<input type="checkbox"/> Test Scan to Email using LPA? lookup	
<input type="checkbox"/> Finishing/Stacking		<input type="checkbox"/> Test Contact Scan (Template)	
<input type="checkbox"/> Exposure Settings		Service/Supplies	
<input type="checkbox"/> Program Window		<input type="checkbox"/> Instruct Key Operator on using web to order supplies	
<input type="checkbox"/> Others		<input type="checkbox"/> Leave End User - Service & Supplies Instructions document with end user	
<input type="checkbox"/> Select Window		KEY OPERATOR FUNCTIONS	
<input type="checkbox"/> Date/Time and Page Numbering		<input type="checkbox"/> How to add paper & toner	
<input type="checkbox"/> Document Storage		<input type="checkbox"/> How to clear mis-feeds	
<input type="checkbox"/> Others			
SERVICE CALLS & SUPPLIES REQUESTS:			
• Service and supply request can be made online at www.copiers.toshiba.com or by calling 1-800-_____			
• Please instruct the Key Operator to order additional supplies as soon as the last cartridge is placed in the system.			
SIGN OFF			
Instruction to Service Provider: Please ask Key Contact/Operator to sign this document.			
By signing this document I acknowledge that the functionalities checked above are accurate.			
Name (Please Print)	Title	Signature	Date
End Users in Attendance:			



TOSHIBA

- Copy/Print/Scan Functions
- Faxing
- e-Filing
- Toner/Paper Replacement
- Understanding Software
- Troubleshooting
- Special Functions

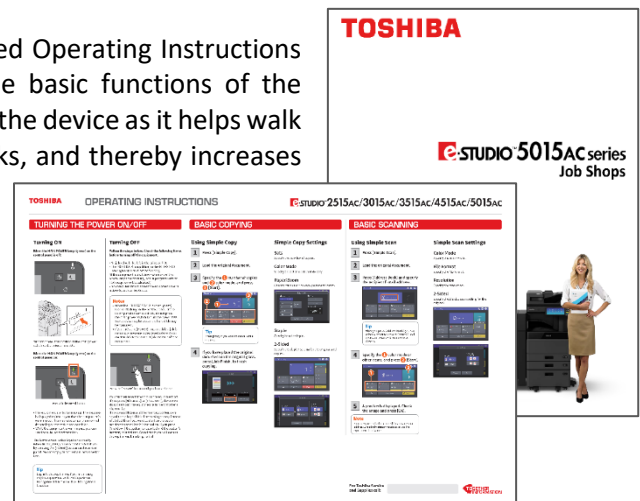
This online training can be found at: <http://business.toshiba.com/usa/support/index.jsp#tutorialList>



User Guides

Accompanying each Toshiba MFD will be one- or two-sided Operating Instructions and a Job Shop Guide, which describe and illustrate the basic functions of the equipment. The Operating Instructions can be posted near the device as it helps walk end users through the process of performing common tasks, and thereby increases their comfort level with the new device.

- Operating Instructions Guide: Describes and illustrates basic functions of equipment
- Comprehensive Operating Manual ("Job Shops")



Solutions Training

Our Professional Services staff will conduct face-to-face training on any new software tools procured or required under this agreement. These individuals are fully trained and certified on the products we offer and will train both IT personnel and end users during initial installation and provide on-going support throughout this program. depth and manner of this training will be similar to that of initial training.

7.11.3. All MFDs shall have a dedicated instruction manual located at each machine. This instruction manual should include directions for general operation, loading toner, and clearing jams etc.

Yes. All MFDs will come with a quick start user's guide and poster with basic operating instructions.

7.11.4. What are the resources which will be used and if you need any resources from Onondaga County during the implementing process, what would they be?

During and throughout the implementation, Toshiba will require assistance from the County's:

- Project Manager
- IT Liaison
- Key Departmental Contacts

7.12. Personnel

7.12.1. The vendor will explain how recruiting and retaining high quality, excellent employees is achieved.

Toshiba's hiring policy is to recruit, develop and deploy the highest caliber workforce. Our commitment to diverse work groups enables us to attract the best talent available.

Our recruiting process is based on best practices that we have used successfully to hire hundreds of Toshiba Business Solutions employees. Managers and human resources staff use interview worksheets and other materials when screening resumes and conducting interviews to ensure that each candidate's training and experience match their position description. While we will offer comprehensive training, we seek out candidates who already have the skills and training to perform their job. Throughout their employment, refresher training and skills enhancement courses are offered, particularly when new programs or solutions are introduced.

Employees are recruited both locally and regionally using both print and online media and local employment offices. Other viable resources are qualified employees who are interested in transferring to our locations. All recruiting and hiring practices adhere to the guidelines of Equal Employment Opportunity (EEO), Affirmative Action, state, local, and other regulatory mandates.

7.12.2. Describe your process for new hire training and orientation programs.

Toshiba Business Solution's hiring policy is to recruit, develop and deploy the highest caliber workforce. Our commitment to diverse work groups enables us to attract the best talent available.

Our recruiting process is based on best practices that we have used successfully to hire hundreds of Toshiba Business Solutions employees. Managers and human resources staff use interview worksheets and other materials when screening resumes and conducting interviews to ensure that each candidate's training and experience match their position description. While we will offer comprehensive training, we seek out candidates who already have the skills and training to perform their job. Throughout their employment, refresher training and skills enhancement courses are offered, particularly when new programs or solutions are introduced.

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7.13. Cost Avoidance

7.13.1. Onondaga County is looking for a vendor that can help eliminate any waste from the County's Print Management Plan. What other cost avoidance opportunities do you recommend Onondaga County evaluate at this time in your print management plan?

Toshiba helps its customers to identify various opportunities to minimize waste and reduce energy consumption in their workplace. The County can take advantage of our Encompass Assessment Program in which we examine all devices and determine the company's current environmental impact. This program uses a Six Sigma-based assessment process to design a document management strategy that has saved our customers millions of dollars on their print costs. By decreasing the number of output devices, like printers, fax machines, copiers and scanners, Toshiba has helped our customers boost productivity, reduce paper consumption, decrease power usage, and meet their environmental objectives. The data is recorded in an Encompass Green Report, where we also make recommendations for ways in which your company can reduce its overall print eco-footprint.

By identifying hidden costs in an organization through the Encompass assessment, Toshiba has been able to develop and implement strategies to significantly improve its clients' managed print environments.

As a result, our clients have realized both hard and soft savings through:

Right-sizing: appropriate allocation of MFDs (removing underutilized devices, move printing from printers to MFDs) which has reduced overage fees.

- Reduced total cost per page
- Single vendor provider to reduce the administrative burden
- Supply management
- Routing of more expensive color print to more cost-effective devices
- Less downtime due to preventative maintenance and automated trouble notification
- Just-in-time supply management has reduced excess inventory
- Document scanning: scan to e-mail, scan to file, etc. to reduce paper usage
- Labor savings from reduction of staff to support haphazard print/copy equipment
- Less energy and space consumed
- Elimination of physical file storage (through document imaging)
- Productivity savings relative to document search and retrieval
- Improved records management
- Accurate, automated meter readings

7.13.2. Describe how your company would measure the return on investment for Onondaga County by implementing your offered solution.

Return on Investment (ROI) is an important consideration in most network technology procurements. Calculating the return in financial terms can be tricky for IT projects because the benefits and savings are often difficult to quantify. You will not have these problems when you calculate the ROI for PaperCut because the savings are direct. The savings are implementation dependent, but simply monitoring printing will normally yield a 10% - 20% savings over an unmanaged print environment.

During quarterly reviews, Jim will show your investment vs. your savings in quantifiable results using your “as is” cost definitions established during the fleet assessment. At a yearly review we can also show your environmental savings to include energy, paper and carbon footprint.

7.14. Environmental

7.14.1. Onondaga County is looking to contract with a vendor who is “green conscious”. Please describe how your organization fits this program goal.

As a leading manufacturer, Toshiba recognizes that the earth is an irreplaceable asset. Hence, we are constantly researching and implementing new methods to protect the world in which we live and work. As an ecologically responsible partner, we work to find a careful balance between the print needs of businesses today and the preservation of our natural resources. We continue to reduce our environmental footprint through our manufacturing process and help our customers through the products we build and the programs in which we participate.

7.14.2. How can the awarded vendor support Onondaga County’s goal to minimize its use of paper?

Toshiba has developed a complete eco-program to encourage environmentally responsible user behavior. Toshiba devices can be set to conserve resources and reduce consumable expenditures as follows:

- Omit Blank Page – Automatically identifies blank pages in a set of original documents that are being copied or scanned.
- Duplex by Default – Allows users to set duplex as the default print mode.
- Hold Print – Holds jobs at the MFD, ready to output at the user’s convenience, eliminating loss and waste.
- N in 1 – Allows thumb nailing of documents onto a single sheet (up to 32 pages) for archiving.

7.14.3. Describe what importance Energy Star products play in making your decisions, and you manage the power consumption of all MFDs?

An electronics company is only as green as the products it builds. In addition to creating products that earn industry awards, we strive to also earn recognition by meeting environmental standards. Toshiba produces products which are Energy Star rated, and our two top product series have received the latest Energy Star Tier Two rating. Because of our minimal use of hazardous substances, we are RoHS compliant, and through the responsible collection, treatment, recycling and recovery of the products we build,

Toshiba is also WEEE compliant. All of Toshiba's printed circuit boards are 100% lead-free and halogen-free, and about half of all our recycled plastic parts are halogen-free.

When assessing a fleet of printers, Toshiba Analysts take into consideration the Energy Star rating of the printer as well as its impact on the environment. When making recommendations, printers not meeting the Energy Star compliance can be eliminated and replaced with environmentally efficient products.

7.14.4. Please explain your green initiative which provides recycling of any toner or printer cartridge at no charge to Onondaga County. This should include pickup and shipping.

Toner Cartridge Recycling

Toshiba's EcoSmart Toner Recycling Program is part of our commitment to the environment and to our customers. Toshiba customers can recycle Toshiba spent imaging supplies and turn a growing problem into an innovative solution.



Toshiba's EcoSmart toner Recycling Program

- An easy-to-use recycling program for Toshiba customers
- Just drop your Toshiba waste consumables into the provided receptacle
- Allows for 100% recycling imaging consumables.
- All cartridges are recycled with zero waste going to landfills.
- Reduces the negative impact on our environment.
- Turns your old Toshiba cartridges into new useful materials.

With our collection program, you can recycle Toshiba toner cartridges, drum units and toner bags to eliminate the negative impact such waste materials typically have on our environment.

As part of this environmentally savvy program, you can turn all your Toshiba imaging product waste materials into something productive, including the recycling of Toshiba toner cartridges, toner bags, drum units, and more.

- We provide the recyclable collection boxes.
- You discard the waste materials.
- When it's full, it's picked up

It's an easy way to help save our environment while demonstrating your company's dedication to do so. Instead of allowing difficult-to-process mixed plastics, toner powders, inks, and sponges to pollute the earth and contribute to a growing problem, together we can take part in an effective solution. Here at Toshiba, we realize that while it's important to be environmentally responsible within our own company, we can do even more by helping our customers pitch in, too.

Designed for Remanufacturing and Recyclability

To facilitate disassembly and recycling, Toshiba develops and designs Environmentally Conscious Products (ECP) that emphasizes resource saving product design, such as development of lighter products with longer lives and greater use of modules so that repairs and upgrades of products are performed simply by replacing modules. The three aspects of ECP include global warming prevention, efficient use of resources and chemical substances control.



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Most Toshiba copiers use organic photoconductors which are non-toxic and biodegradable. All of our stands have a powder-coat finish which contains no solvents. This means that during application, no dangerous fumes are emitted, and any overspray from the powder is 98% reclaimed into the system.

Toshiba toner, developer bottles and cartridges are made using quality recycled plastics known as “Post Consumer Resins” (PCRs). Many of our toner and developer containers are now comprised of an average of at least 25% recycled plastics by weight. These black-colored containers signify recyclability and natural recycling, allowing them to be placed in a plastic recycle container and disposed of in accordance with local recycling policies.

Toshiba is also very environmentally responsible when it comes to its product packaging. Over 35% of the product packaging material is made of recycled content. Wooden crates have been replaced with 100% recyclable cardboard. All Toshiba copier stands utilize a hi-solids baking enamel with low a Volatile Organic Compounds emission.

Much of the recycled content materials from Toshiba toner cartridges are used in the plastic components. Toshiba cartridges are made in part from recycled plastic, and are black in color, both factors designed to facilitate recycling. Even the main components of the Toshiba copier itself are clearly marked to indicate the materials used for correct separation before recycling.

EPEAT Compliance

To further underscore our commitment to designing and delivering environmentally friendly products, most Toshiba e-STUDIO multifunction products have achieved EPEAT (Electronic Product Environmental Assessment Tool) GOLD or SILVER certification.



The EPEAT system rates products on a lifecycle basis and considers, among other things, its absence of toxic substances, its use of recycled and recyclable materials, and its design for recycling, product longevity, energy efficiency, corporate performance and packaging. This EPEAT designation helps environmentally conscious customers identify truly green devices.

Toshiba partners with SIMS Recycling Solutions (an R2 Certified Electronics Recycler) for recycling its EPEAT-certified MFDs, copiers, printers, MFDs and fax machines. Toshiba offers this same service to leasing companies and other authorized agents that retain ownership of Toshiba branded EPEAT-certified product at the termination of lease agreements as well as from trade-ins or exchange of equipment where the previous product needs to be disposed.

7.14.5. Vendors should be familiar with Onondaga County’s Climate Action Plan. Detailed information about this plan can be found on the County’s website (www.ongov.net). Please describe how you can contribute to this plan.

By continuing our partnership, Toshiba will be able help you reach your goal of reducing your goal to reduce your greenhouse gas emission.

Energy efficiency is built into all Toshiba products. Toshiba MFDs meet the guidelines for energy efficiency under the EPA’S ENERGY STAR label. Our MFDs also are designed to contribute to a low-noise environment, with energy saver features that put the unit in standby mode, thus reducing noise and ultimately help customers save on their energy bill. Further, Toshiba’s high efficiency induction heating fusing technology built into our MFDs increases productivity by shortening warm-up times while dramatically reducing energy consumption.

The end results of our conscientious product design and development are products that possess numerous sustainability features, such as:

- Toshiba products are ENERGY STAR certified by the US Environmental Protection Agency. They offer Energy Saver and Sleep modes that reduce power consumption when not in use, thus ensuring the copiers are off during weekends and nights.
- Automatic shut-off features can result in more than a 60% reduction in annual electricity costs. Quick start-up technology also reduces power consumption.
- Toner Reduction Mode reduces toner consumption.
- Toner Save Mode - Lets users print their documents in draft mode, thus saving toner.

In terms of paper/toner reduction and waste prevention, our products have selectable features such as:

- Scan and print to file saves on both toner and paper.
- Scanning in TIFF, multi-page TIFF, PDF, multi-page PDF, and JPEG formats.
- 100% of all waste toner is used for imaging resulting in a system that conserves resources, reduces cost and is kinder to the environment.
- Omit Blank Page that identifies and omits blank pages in the original document when it is scanned.
- Auto Duplex mode that can be set as default, cutting paper usage by 50%.
- N in 1 function for thumbnailing documents (up to 32 pages) onto a single sheet with substantial savings in paper and toner usage.
- Outside Erase that eliminates black background when copying or scanning books or other objects while also reducing toner usage.
- Proof Print that eliminates wasted output by allowing the user to preview just one completed set at the MFD before committing to the rest of the job.
- Private Print and Hold Print reduce unintentional consumable waste and save operational costs because if the user forgets to pick up the job, the job never prints.
- Product manuals are in electronic form to reduce waste.

Green Report

To help our clients better understand and measure environmental impact, as well as identify specific opportunities for improvement, Toshiba has introduced its proprietary Encompass Green Report. This report provides clear fact-based measurements to your office printing environmental footprint – documenting energy consumption, carbon emission, paper usage, total paper and cartridge solid waste, comparing current and future printing sustainability, reductions and savings. The Toshiba Green Report also estimates your annual environmental impact in terms of number of trees consumed, wastewater produced, paper used, and cartridge solid waste generated.



During fleet assessment, detailed asset information is gathered, including locations, product models and types, equipment specifications, and usage to create an extensive report. This same data is leveraged to pinpoint opportunities to reduce environmental impacts on paper consumption, power consumption; the emission of dust, carbon, ozone and other substances; and the volumes of solid and water waste produced.

Electrical Consumption and CO2 Emissions

Waste Water Produced from Paper Consumption (gal)	398,989.35
Annual Paper Solid Waste (lbs)	48,474.55
Total Number of Print Cartridges Consumed per Year	298.14
Total Paper and Cartridge Solid Waste (lbs) per Year	49,290.10
Solid Waste Impact of Disposed Cartridges (lbs)	815.55

This report will measure the client's current environmental state and calculate the recommended state and resultant "earth savings" under an optimized state. Further, the report will present this information in a tabulated report as well as other best practices for reducing the eco-impact of printing and copying. It will promote the benefits of our products, which are engineered with a lower environmental impact (less electricity usage, less CO₂ emissions, ENERGY STAR and RoHS compliant) as well as highlight product features (duplex capabilities, omit blank page, super sleep mode, and energy management) and benefits of Toshiba's many environmental programs

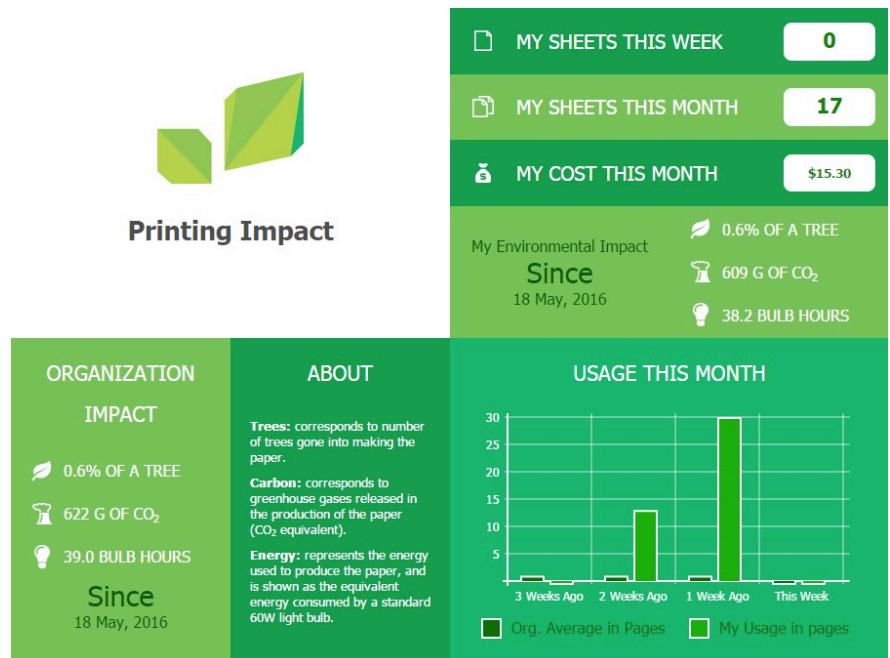
Our Encompass Green Report will help you pinpoint opportunities to reduce environmental impacts on

- Paper Consumption
- Power Consumption
- Emissions of dust, carbon, CO₂ and ozone
- Volumes of solid and water waste produced

kWh Used Per Year	2,613,701
CO ₂ Emissions Per Year (lbs)	3,972,826
Waste Water Produced from Paper Consumption (gal)	249,071
Annual Paper Solid Waste (lbs)	76,105
Total Number of Printer Cartridges Consumed Per Year	2,064
Total Paper and Cartridge Solid Waste Per Year (lbs)	81,265
Solid Waste Impact of Disposed Cartridges (lbs)	5,160

By using **PaperCut Print Management Software**, Toshiba can help your users make environmentally conscious printing decisions.

One of the primary aims of PaperCut is to reduce printing levels by changing a user's printing behavior. Implementing [monitoring](#), [quotas](#) and charging are a good way of drawing a user's attention to their habits. The topic of the environment, global warming, and waste management is currently an area of debate and interest to many. Highlighting the environmental aspects of their activities is another good way to modify a user's behavior.



TOSHIBA

Environmental impact is expressed as three statistics:

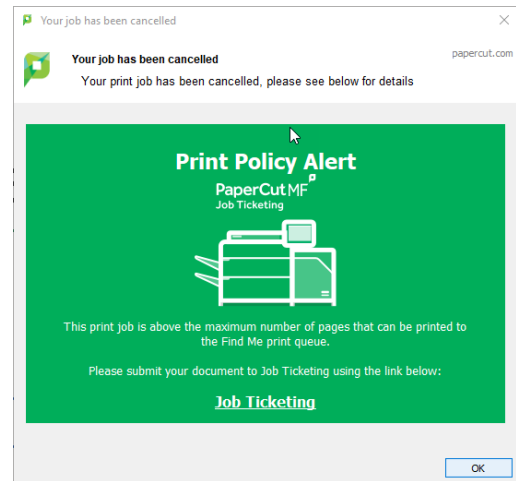
Trees, or the number of trees that were expended to make the paper.

Carbon, or the CO₂ equivalent in greenhouse gases released during the paper production.

Energy, or the energy used by the manufacturing process when producing the paper. This is expressed as the equivalent amount of time required to run a 60W incandescent light bulb, to be easier to understand.

Implement best-practice **print policy rules**:

- Remind users via popup to print duplex
- Route large jobs to dedicated high-volume printers
- Discourage users from printing emails
- Discourage printing web pages in color



Toshiba Print Releaf (optional)

To build upon its commitment to maintain a more sustainable planet, Toshiba has become an authorized distribution partner of the [PrintReleafExchange](#) [PRX], the first technology platform offering cloud-based paper tracking and reforestation. This partnership allows Toshiba to provide its customers with an innovative and authentic way to promote sustainable business practices.

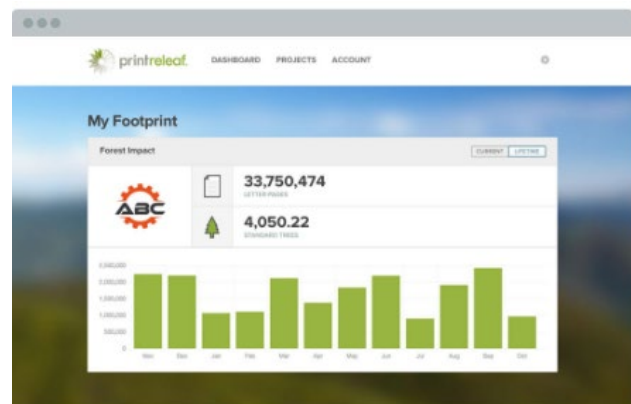


PRX measures paper consumption through a patented aggregation process that implements automatic transmission of device and fleet data collected by print management software on multifunction printers. This enables organizations to help neutralize paper waste and participate in sustaining our global forests.

With PRX, Toshiba customers can "releaf," or reforest, by planting new trees – equivalent to their paper use – at global reforestation n project sites of their choice. Through PrintReleaf's integration with Global Forest Watch, a platform hosted by the World Resources Institute, customer's interface with heat map technology that represents forest loss and gain across the globe, showing them which areas of the planet need trees most.

PrintReleaf reforests at a generally accepted rate of 8,333 sheets of paper per standard tree (this equation is detailed in the [PrintReleaf Standard](#)). After selecting where they want to releaf, Toshiba customers may then use their online portal to track the evolution, growth, and survival of their trees over an approximate eight-year time frame for each tree.

Read more at www.printreleaf.com



7.15. The Future of Print Management

7.15.1. What is your organization's vision for the future of Print Management?

Toshiba's current lineup of full-featured color and monochrome multifunction products are designed to help customers operate more efficiently while improving workflow. A powerful multi-core processor, exceptional color quality, customizable tablet-style user interface (UI), Embedded Application Platform and Dual-Scan Document Feeder highlight the product portfolio.

Toshiba can boast of a number of innovations and technologies we have delivered to our customers over the last few years that have enhanced the value of our products, services, solutions and MPaaS offerings. A few of these include:

- Introduction of our TouchFree, a mobile device app that gives walk-up users remote control access to the front panel of their MFP from their smartphone or tablet. In this COVID environment, with TouchFree users do not need to touch the front panel of the MFP, thus ensuring safer operation in a multi-user environment such as busy offices or schools.
- Unveiled our new customizable user interface, ELEVATE, designed to simplify MFD operation.
- Released cloud-based application e-BRIDGE CloudConnect to provide remote monitoring, diagnostics and firmware updates of our customers' print fleet.
- Launch of our color, Letter/Legal-size (A4) eSTUDIO330AC/400AC series multifunction devices.
- Introduced our durable, splash-resistant point-of-sale (POS) receipt printers for the hospitality market.
- Introduced our e-BRIDGE Print & Capture mobile software app that allows Android and iOS users to scan from and print to their Toshiba MFDs.
- Introduced the world's first hybrid copier capable of producing erasable as well as standard monochrome prints.
- Partnered with DocuFree Corporation to offer customers with high-volume scan and capture service to help with their digital transformation efforts.
- Formed a partnership with XMedius Solutions, Inc., to provide clients with a secure, reliable and efficient fax over IP solution.
- Achieved Cerner Certification for 12 of our color MFDs. Cerner is a worldwide leading supplier of healthcare information technology solutions.
- Established a partnership with Kodak Alaris that allows Toshiba to sell Kodak Alaris' entire line of document scanners, services and software.

Toshiba invests over six percent of its annual revenue (over \$4 billion) to Research & Development, with a global innovation network of R&D centers in the U.S., Japan, Europe, and China. The global research activities are managed and integrated to ensure all the research sites collaborate while, at the same time, remain attuned to their local markets. The direct result of this massive infusion of capital is new technology and higher quality products and services.

Hardware (MFPs)						
Category	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
A3 Mid-Range Color & B/W	Current Models		FY22 Refresh			Next Gen
A3 High-End Color & B/W	Current Models		FY22 Refresh			Next Gen
A4 B/W	Current Models		FY22 Refresh			
A4 Color	Current Models		FY23 Refresh			

Software/Solutions	
Category	FY2022 Refresh
Mobility	Added Enhancements: Expansion of Cloud Apps Expansion of Mobile Print Integration with Cloud platforms
Security/Print Management	Added Enhancements: Biometric Authentication Enhanced Security Platform (TPM, Anti-Malware)
Accessibility/ Usability	Added Enhancements: Voice Recognition Remote UI Operations (Via Cell Phone, Tablet)

7.15.2. Describe your differentiating qualities and indicate why you are the best vendor for Onondaga County. Why are you the best partner for us now and in the future?

Toshiba has partnered with Onondaga County for more than 25 years. Your senior account representative Jim Bernardone is an industry veteran with over 35 years' experience and has been personally involved in providing Onondaga County with Toshiba products for over 25 years in both a management and sales capacity. As such, he is familiar with your departments, personnel, volumes, and locations. We have demonstrated year after year our ability to provide quality service and support at a competitive price with value added. Your personnel are familiar with our products and our service personnel.

Toshiba Business Solutions is our people committed to customer satisfaction and our business model. We have the strength of a manufacturer and the flexibility of an entrepreneur. As a wholly owned subsidiary of Toshiba, we retain autonomy with local decisions making and leadership. For Onondaga County, that means less bureaucracy and red tape found in larger corporations that make everyone fit into the same mold. We offer direct billing in that Onondaga County deals with our staff on invoicing and not third-party entities. We make doing business easy and not complicated.

Differentiators

Solving business communication challenges using our unique approach and methodology is a key differentiator of Toshiba, and what distinguishes us as a global market leader. Our focus is on being a valued partner to our clients, offering a breadth of business communications solutions with a single point of accountability, being a vendor agnostic partner and offering clients integrated solutions with our strategic alliances and providing proven cost savings to allow our clients to do more and print less sets Toshiba apart as a world class services provider.



Valued Partner – Toshiba considers our client relationships and partnerships our most valued asset within our service offering. We strive to consistently exceed customer expectations and work hand-in-hand with them to resolve any issues – service, technical or otherwise – timely and to a mutually beneficial resolution. Toshiba offers many solutions through a single point of accountability, and we are consistently recognized throughout the industry for our quality, responsiveness and professionalism.

Change Management Experts – Toshiba excels at providing a well-orchestrated, organized, and non-intrusive process. We make the transition to our MPaaS program and hardware as transparent as possible. Our implementation team recognizes and understands the different cultures within each department and we work closely with all stakeholders to develop a comprehensive transition plan that includes communication, visibility to the program’s features and benefits, details transition strategy and schedules and training to ensure maximum user buy-in and minimal disruption to current activities.

Focused on Business Communications Solutions – A key differentiator is our ability to adapt to our clients’ operating requirements and provide a sound improvement strategy that considers budgetary, cultural, best practices, technology and security requirements, and a host of other factors. We offer a breadth of solutions within our business services portfolio, including Output Management (MPaaS, Print reduction, fleet optimization, legacy print support, technical refresh and mobile printing); Capture and workflow (Electronic Document Management, workflow Intelligent Capture, e-forms, document and device security); and Digital Signage (indoor/outdoor, touch screens/kiosks, conference rooms, content management, design/implementation, service/support).

7.16. Contract

Describe how Onondaga County may change its policy and also cancel a lease before its end date.

We currently lease equipment to different departments that have their own budget line to adhere too. One solution which would give the County more flexibility would be to combine all departments under one department. This would give us the flexibility to move equipment from departments whose needs change to other departments and not have to worry about the billing. That would also alleviate looking to buyout payments left due to a unit does not satisfy the needs anymore of a particular area. As always, the County can cancel leases due to non-appropriation of funds for that department. The fact that we bill actual usage in arrears also helps in volume changes due to movement of equipment. We will work closely with Onondaga County to provide the best value and technology for its different departments and work as a partner through the changes taking place in the future.

7.17. Costing Proposal

7.17.1. Onondaga County is committed to print management services. After entering into this contract, it is also important that other municipalities have access to these services and devices on their own terms. Therefore, please submit two copies of schedule A. The first pricing structure should include print management services on all devices. The second pricing structure should be for machines and maintenance only. This second pricing structure should be accompanied by a rate schedule for a la carte print management services, which other municipalities can choose to purchase as required.

Toshiba agrees. Please see our attached pricing schedules.

TOSHIBA

The first copy of Schedule A includes Print Management Services related to Fleet Assessment and a designated service technician.

A la carte print management services are quoted separately includes-

- PaperCut software
- RFID card readers
- Service and Maintenance on existing printers to be determined after completion of fleet assessment
- Print ReLeaf program is available at the quoted CPC rate increase

Value-Add Options

PrintReleaf- To build upon our commitment to maintain a more sustainable planet, Toshiba has become an authorized distribution partner of the **PrintReleaf Exchange** [PRX], the first technology platform offering cloud-based paper tracking and reforestation. This partnership allows Toshiba to provide its service provider channel and customers with an innovative and authentic way to promote sustainable business practices.



Drive- For robust advanced scanning software, Toshiba offers **Drive | Image** capture and routing software. This platform optimizes business processes by intelligent capture, processing and distribution. This multi-use platform will interact with your staff at the MFD, allowing them to select image options, destinations and authentication types. Workflow and routing rules in the powerful processing engine will complete image correction, de-skew, lighten, darken and support a variety of output types. **Drive SSO** is a software solution that offers SSO together with image capture, OCR scan-to-email as well as apps for mobile devices. It combines the advanced scanning, print management and cost recovery capabilities of Drive's award-winning technology into one fully secure, continuous SSO solution for MFDs.



The **XMedius Fax** (XM Fax) solutions suite from XMedius transforms the manual handling of your organization's inbound and outbound data transmissions into a managed business workflow. XM Fax software solutions are designed and continuously optimized to enhance productivity, streamline operations, and keep companies compliant with ever-increasing regulatory requirements.



As a strategic partner with **Kodak Alaris**, Toshiba offers award winning scanners and the Right Fit- with solutions to fit your business goals, budget and office. The Right Experience with solutions that simplify your work-from acquisition through operation and ownership and the Right Results with solutions that deliver superior business value through fast, accurate reliable information capture.



From small offices to global enterprises, scanners from Kodak Alaris offer the best technology and services so our customers can stay ahead of the curve. With a broad range of award-winning scanners, we're here to help you transform your data into a powerful competitive advantage.

7.17.2. Please include costs for any services above and beyond the scope of this RFP.

There is no charge for initial end user training on new devices placed. Also, there is no charge on preflight of units for proper configuration on your network before delivery. Additional network support is available by special request at \$140.00 an hour

7.17.3. Please describe your Company's Catalog Discount for other goods and services not specified in this RFP.

As in the past, Toshiba has offered our best pricing available to the County. The County will benefit by our 20-year partnership and our in-depth knowledge and expertise with the County's current and future document needs. We will continue to offer the best solutions to the County in our future relationship.

7.17.4. Onondaga County currently executes under a master agreement for the whole County. Please provide any benefits for considering this strategy and a methodology for converting existing leases to the new contracting model during the contract.

Restructuring under a master lease agreement will not only simplify billing, but it would also enable us to work closely with the County to ensure the proper devices are in the right environments and if needs or changes in the structure of the County develop, we can react accordingly. We did something similar under the last agreement at the City of Syracuse School District in that they asked us to take out the minimum click charges per lease and combine all 50 separate leases under one invoice. The County will continue to work directly with Toshiba with customized invoicing and billing.

7.17.5. Please include your formula for total burden cost per page.

"Total burden cost per page" is determined by the following formula:

Monthly hardware equipment payment plus monthly service cost (cost per copy charge x copies made) divided by 48 months (term of the lease)"

7.18. Shared Services

7.18.1. It is understood that this contract will qualify as a shared services contract and can be utilized by any Onondaga County Department, the City of Syracuse, the Syracuse City School District, Onondaga County Community College, or any other governmental entity within Onondaga County, or otherwise authorized by law. The total number of machines contracted through the current contract is approximately 400.

Toshiba agrees.

7.19. Exceptions

7.19.1. Please clearly state any exceptions to requirements of the RFP.

In response to your invitation, we are pleased to submit this proposal for your consideration. We recognize your right to negotiate and approve the terms and conditions of any contract following award and respectfully reserve the right to do the same. We acknowledge that all contract terms and conditions must be mutually agreed upon by both of us.

Our proposal represents our commitment with respect to pricing, equipment specifications and service levels and contemplates that both parties reserve the right to review and negotiate appropriate and mutually acceptable terms and conditions in the exercise of good faith. As is customary for transactions of this type, our proposal is based upon the information provided by you and the assumptions set forth in our response, and any changes to such information or assumptions may, if material, require modification. Upon award, we will be pleased to work with you to promptly finalize mutually acceptable contract terms and, if applicable, provide copies of appropriate contract forms for that purpose.

Toshiba anticipates executing a contract with the County which is substantially similar to Contract No. 06018 which has been in full force and effect since March 15, 2015.

3.2.4. Compliance Statement

3.2.4.1. State agreement with all General Provisions, Special Provisions, Equipment, Standard of Performance and Reliability.

Toshiba agrees.

3.2.5. Project Coordination and Scheduling

3.2.5.1. Provide a work plan with start date, duration and physical requirements. To be provided for each component if proposed separately.

A customized project timeline that mirrors the actual product mix and installation dates for each location will be developed during the planning phase of implementation. Installation will be ongoing and performed under the proven process that exists now.

<i>Task Name</i>	<i>Start Date</i>	<i>Duration</i>	<i>End Date</i>
Project Plan	1/2/23	120	04/28/23
Initiate	1/2/2023	10	01/13/2023
Award Notification	1/2/23	0	01/13/23
Client Engagement	1/2/23	3	01/13/23
On-site Meetings	1/2/23	3	01/13/23
Equipment Mix & Product Review	1/2/23	3	01/13/23
Develop deployment strategy	1/2/23	3	01/13/23
Determine Department Contacts	1/2/23	3	01/13/23
Share Best Practices	1/2/23	3	01/13/23
Develop Print Policy	1/2/23	3	01/13/23
Formalize Billing Requirements	1/2/23	3	01/13/23
Plan	01/16/23	20	02/02/2023
On-site delivery and network assessment	1/16/23	13	1/19/23
Stairway, electrical and network accessibility	1/16/23	13	1/19/23
Collect current IP addresses	1/16/23	13	1/19/23
Develop Roll Out Schedule	1/19/23	7	02/02/23
Develop Training Schedule	1/19/23	7	02/02/23
Solutions Configuration and Installation	1/19/23	7	02/02/23
Fleet Monitoring Installation & Set up	1/19/23	7	02/02/23
Execute	02/03/2023	90	04/28/2023
MFDs Ordered Built to Client Specifications	2/3/23	60	3/30/23
Equipment Pre-configured at Toshiba Warehouse	2/3/23	60	3/30/23
Network Information pre-loaded	2/3/23	60	3/30/23
Quality Test run on each MFD	2/3/23	60	3/30/23
Equipment Delivery and Installation	2/3/23	30	4/28/23
Onsite Network Connectivity / Install	2/3/23	30	4/28/23
Removal and Return of Existing Equipment	2/3/23	30	4/28/23
Installation Complete			4/28/23
End User Training	2/3/23	30	4/28/23
Initial End User Training by Department	2/3/23	30	4/28/23
Control			Ongoing
Follow up Training by Request			
Quarterly Business Reviews	Ongoing		Ongoing



Managed Print as a Service

Your Managed Print as a Service contract will continue without interruption. Toshiba will continue to assess volumes and make recommendations for areas of consolidation and reduction of your print devices. For desktop printers that need to be refreshed, they will be included in the master hardware roll-out schedule.

PaperCut

Your PaperCut licenses will transfer to your new MFDs at a reduced cost. Additional years of Maintenance and Service have been included in the proposed pricing in Schedule A1.

3.2.6. Vendor Responsibilities

3.2.6.1. Proposal Certification, Verification, and Signature. Proposals not signed by authorized officer of the Vendor's organization will be eliminated.

Toshiba agrees.

3.2.6.2. It is the sole responsibility of the VENDOR to assure that they have received the entire Request for Proposal. Proposal and any addenda may be secured by contacting the Division of Purchase.

Toshiba agrees.



MWBE Participation

Toshiba is always looking for ways to partner with MWBE service providers to foster diversity partnerships while providing the highest level of service for our clients.

We currently partner with an NYS certified MWBE Staffing and Recruiting company named J K Enterprises to hire our employees. This partnership will provide indirect or direct benefit to the County as we recruit and onboard new people in our business to support the County. In addition, we have a MWBE partner that is experienced delivering office equipment. That vendor is Intivity and they support many of our installations for other clients who require MWBE participation. We have provided a proposal with pricing that doesn't include the cost of utilizing Intivity to deliver our product to the County but if the County is interested in paying the additional costs to deliver through this MWBE partner we can provide additional pricing to the County.

SCHEDULE A

Please complete this costing proposal and identify any additional charges

Lease Term Calculated on 4 Year FMV

LOW VOLUME B&W

LOW VOLUME:	Black and White
Volume Band:	Up to 3,000 per month
Type:	Tabletop-8.5x14 maximum paper size
PPM:	Minimum 20ppm
Standard Features:	RADF, Duplex, 1 Paper Drawer, Bypass
Options:	Fax
Proposed Model:	TOSHIBA E-409S
Monthly Rate:	\$19.00
Per Page Charge:	.012
Other Fees:	OPTIONAL 2 ND TRAY \$5.00

LOW VOLUME:	Black and White
Volume Band:	Up to 5,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 20ppm
Standard Features:	RADF, Duplex, 1 Paper Tray, Bypass: Print/Scan
Options:	Large Paper Tray, Finisher/Stapler, Fax
Proposed Model:	TOSHIBA E-2528A
Monthly Rate:	\$45.00
Per Page Charge:	.0043
Other Fees:	LCT \$7.00 FINISHER \$11.00 FAX \$6.00

* DSDf SINGLE PASS SCAN OPTION \$9.00

STAMP_ITEMNUMB

MID VOLUME B&W

MID VOLUME:	Black and White
Volume Band:	Up to 20,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 35ppm
Standard Features:	RADF, Duplex, Print, Scan, 2 Paper Drawers Plus Bypass
Options:	Large Paper Tray, Finisher/Stapler, Fax
Proposed Model:	TOSHIBA E-3528A
Monthly Rate:	\$48.00
Per Page Charge:	.0043
Other Fees:	LCT \$7.00 FINISHER \$11.00 FAX BOARD \$6.00

DSDf SINGLE PASS SCAN OPTION \$9.00

MID VOLUME:	Black and White
Volume Band:	Up to 25,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 45ppm
Standard Features:	RADF, Duplex, Print, Scan, 3 Paper Drawers with one Large Tray Holding 2,500 Sheets Plus Bypass, Finisher/Stapler
Options:	Fax
Proposed Model:	TOSHIBA E-4528A
Monthly Rate:	\$76.00
Per Page Charge:	.0043
Other Fees:	FAX BOARD \$6.00 DSDf SINGLE PASS \$9.00

HI VOLUME B&W

HI VOLUME:	Black and White
Volume Band:	Up to 50,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 55ppm
Standard Features:	RADF, Duplex, 3 Paper Drawers with Large Paper Tray Holding 2,500 Sheets, Print, Scan, Finisher/Stapler
Options:	Fax
Proposed Model:	TOSHIBA E-5528A
Monthly Rate:	\$107.00
Per Page Charge:	.0043
Other Fees:	FAX BOARD \$6.00 DSDF SINGLE PASS \$9.00

HI VOLUME:	Black and White
Volume Band:	Up to 75,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 65ppm
Standard Features:	RADF, Duplex, 3 Paper Drawers with Large Paper Tray Holding 2,500 Sheets, Print, Scan, Finisher/Stapler
Options:	Fax
Proposed Model:	E-6528A OPTION #2 E-6518A
Monthly Rate:	\$115.00 \$135.00
Per Page Charge:	.0043 .0038
Other Fees:	FAX BOARD \$6.00 DSDF SINGLE PASS \$9.00

LOW LEVEL COLOR

LOW LEVEL:	COLOR
Volume Band:	Up to 3,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 20ppm black and white, 20ppm color
Standard Features:	RADF, Duplex, Print/Scan, 1 Paper Drawer, Bypass
Options:	Large Paper Tray, Finisher/Stapler, Fax
Proposed Model:	TOSHIBA E-330AC #2 TOSHIBA E-2525AC
Monthly Rate:	\$49.00 \$79.00
Per Page Charge:	.012 BLACK .066 COLOR .0043 BLACK .038C
Other Fees:	2ND TRAY \$6.00 LCT \$7.00 FINISHER \$11. FAX 6.00

*

MID LEVEL COLOR

MID LEVEL:	COLOR
Volume Band:	Up to 15,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 30ppm black and white, 30ppm color
Standard Features:	RADF, Duplex, Print/Scan, 2 Paper Drawers, Bypass
Options:	Large Paper Tray, Finisher/Stapler, Fax
Proposed Model:	TOSHIBA E-3025AC
Monthly Rate:	\$88.00
Per Page Charge:	.0043 BLACK .038 COLOR
Other Fees:	LCT \$7.00 FINISHER \$11.00 FAX \$6.00

DSDf SINGLE PASS OPTION \$9.00

STAMP_ITEMNUMB

MID LEVEL COLOR**SAME AS FIRST PRIICNG TEMPALTE**

MID LEVEL:	COLOR
Volume Band:	Up to 25,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 45ppm black and white, 45ppm color
Standard Features:	RADF, Duplex, Print/Scan, 2 Paper Drawers, Bypass
Options:	Large Paper Tray, Finisher/Stapler, Fax
Proposed Model:	TOSHIBA E-4525AC
Monthly Rate:	\$128.00
Per Page Charge:	.0043 BLACK .038 COLOR
Other Fees:	LCT \$7.00 FINISHER \$11.00 FAX \$6.00

DSDF SINGLE PASS OPTION \$9.00**HI LEVEL COLOR**

HI VOLUME COLOR:	COLOR
Volume Band:	Up to 50,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 55ppm black and white and color
Standard Features:	RADF, Duplex, Print, Scan, 3 Paper Drawers with A Large Paper Tray with 2,500 Sheets Plus Bypass, Finisher/Stapler
Options:	Fax Board
Proposed Model:	TOSHIBA E-5525AC #2 E-6516ACT
Monthly Rate:	\$157.00 \$199.00
Per Page Charge:	.0043 BLACK .038 COLOR .0039 BL .038 C
Other Fees:	FAX BOARD \$6.00

DSDF SINGLE PASS OPTION \$9.00

A La Carte Print Tracking Pricing- Municipalities

Please complete this costing proposal and identify any additional charges

Lease Term Calculated on 4 Year FMV

LOW VOLUME B&W

**** SAME AS FIRST PRICING TEMPLATE ***

LOW VOLUME:	Black and White
Volume Band:	Up to 3,000 per month
Type:	Tabletop-8.5x14 maximum paper size
PPM:	Minimum 20ppm
Standard Features:	RADF, Duplex, 1 Paper Drawer, Bypass
Options:	Fax
Proposed Model:	
Monthly Rate:	
Per Page Charge:	
Other Fees:	

LOW VOLUME:	Black and White
Volume Band:	Up to 5,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 20ppm
Standard Features:	RADF, Duplex, 1 Paper Tray, Bypass: Print/Scan
Options:	Large Paper Tray, Finisher/Stapler, Fax
Proposed Model:	
Monthly Rate:	
Per Page Charge:	
Other Fees:	

STAMP_ITEMNUMB

MID VOLUME B&W

- **SAME AS FIRST PRICING TEMPLATE**

MID VOLUME:	Black and White
Volume Band:	Up to 20,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 35ppm
Standard Features:	RADF, Duplex, Print, Scan, 2 Paper Drawers Plus Bypass
Options:	Large Paper Tray, Finisher/Stapler, Fax
Proposed Model:	
Monthly Rate:	
Per Page Charge:	
Other Fees:	

MID VOLUME:	Black and White
Volume Band:	Up to 25,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 45ppm
Standard Features:	RADF, Duplex, Print, Scan, 3 Paper Drawers with one Large Tray Holding 2,500 Sheets Plus Bypass, Finisher/Stapler
Options:	Fax
Proposed Model:	
Monthly Rate:	
Per Page Charge:	
Other Fees:	

HI VOLUME B&W**• SAME AS FIRST PRICING TEMPALTE**

HI VOLUME:	Black and White
Volume Band:	Up to 50,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 55ppm
Standard Features:	RADF, Duplex, 3 Paper Drawers with Large Paper Tray Holding 2,500 Sheets, Print, Scan, Finisher/Stapler
Options:	Fax
Proposed Model:	
Monthly Rate:	
Per Page Charge:	
Other Fees:	

HI VOLUME:	Black and White
Volume Band:	Up to 75,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 65ppm
Standard Features:	RADF, Duplex, 3 Paper Drawers with Large Paper Tray Holding 2,500 Sheets, Print, Scan, Finisher/Stapler
Options:	Fax
Proposed Model:	
Monthly Rate:	
Per Page Charge:	
Other Fees:	

LOW LEVEL COLOR

STAMP_ITEMNUMB

• **SAME AS FIRST PRICING TEMPALTE**

LOW LEVEL:	COLOR
Volume Band:	Up to 3,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 20ppm black and white, 20ppm color
Standard Features:	RADF, Duplex, Print/Scan, 1 Paper Drawer, Bypass
Options:	Large Paper Tray, Finisher/Stapler, Fax
Proposed Model:	
Monthly Rate:	
Per Page Charge:	
Other Fees:	

MID LEVEL COLOR

MID LEVEL:	COLOR
Volume Band:	Up to 15,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 30ppm black and white, 30ppm color
Standard Features:	RADF, Duplex, Print/Scan, 2 Paper Drawers, Bypass
Options:	Large Paper Tray, Finisher/Stapler, Fax
Proposed Model:	
Monthly Rate:	
Per Page Charge:	
Other Fees:	

MID LEVEL COLOR

- **SAME AS FIRST PRICING TEMPALTE**

MID LEVEL:	COLOR
Volume Band:	Up to 25,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 45ppm black and white, 45ppm color
Standard Features:	RADF, Duplex, Print/Scan, 2 Paper Drawers, Bypass
Options:	Large Paper Tray, Finisher/Stapler, Fax
Proposed Model:	
Monthly Rate:	
Per Page Charge:	
Other Fees:	

HI LEVEL COLOR

HI VOLUME COLOR:	COLOR
Volume Band:	Up to 50,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 55ppm black and white and color
Standard Features:	RADF, Duplex, Print, Scan, 3 Paper Drawers with A Large Paper Tray with 2,500 Sheets Plus Bypass, Finisher/Stapler
Options:	Fax Board
Proposed Model:	
Monthly Rate:	
Per Page Charge:	
Other Fees:	

Embedded Print Tracking Software- 4 year Lease w/Maintenance

USAGE TRACKING OPTIONS				
Print Tracking with reporting for all network printers and MFD				
Number of Users	25		50	100
Price Monthly	N/A		N/A	N/A
Additional years M&S***	1 Year	2 Years	3 Years	4 Years
M&S IS PRICED BASED UPON PAPER CUT SERVER CONFIGURATION AT THE TIME OF ANNUAL RENEWAL				
Embedding Copy tracking and print release into the MFD:				
Release Station	\$10.00/ Device IF A PUBLIC or PC RELEASE STATION IS REQUIRED			
Authentication Device	\$10.00/ Device			
Embedded Onboard License	\$15.00/ Device			
Onondaga County's Papercut License Includes Unlimited Users				

Electronic Content Management Connector- 4-year Lease w/Maintenance

Electronic Content Management Connector	
Number of Units	Per Toshiba System
Price	\$40.00/month Per Toshiba System

- PROFESSIONAL LABOR HOURS FOR INSTALLATION MAY VARY DEPENDING ON THE COMPLEXITY OF THE PROJECT. LABOR HOURS ARE BILLED AT \$200 PER HOUR.
- DESIGN TIME PRIOR TO IMPLEMENTATION IS BILLED AS PROFESSIONAL LABOR HOURS

SCHEDULE A

Please complete this costing proposal and identify any additional charges

Lease Term Calculated on 4 Year FMV

LOW VOLUME B&W

LOW VOLUME:	Black and White
Volume Band:	Up to 3,000 per month
Type:	Tabletop-8.5x14 maximum paper size
PPM:	Minimum 20ppm
Standard Features:	RADF, Duplex, 1 Paper Drawer, Bypass
Options:	Fax
Proposed Model:	TOSHIBA E-409S
Monthly Rate:	\$19.00
Per Page Charge:	.012
Other Fees:	OPTIONAL 2 ND TRAY \$5.00

LOW VOLUME:	Black and White
Volume Band:	Up to 5,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 20ppm
Standard Features:	RADF, Duplex, 1 Paper Tray, Bypass: Print/Scan
Options:	Large Paper Tray, Finisher/Stapler, Fax
Proposed Model:	TOSHIBA E-2528A
Monthly Rate:	\$45.00
Per Page Charge:	.0043
Other Fees:	LCT \$7.00 FINISHER \$11.00 FAX \$6.00

DSDf SINGLE PASS SCAN OPTION \$9.00

MID VOLUME B&W

MID VOLUME:	Black and White
Volume Band:	Up to 20,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 35ppm
Standard Features:	RADF, Duplex, Print, Scan, 2 Paper Drawers Plus Bypass
Options:	Large Paper Tray, Finisher/Stapler, Fax
Proposed Model:	TOSHIBA E-3528A
Monthly Rate:	\$48.00
Per Page Charge:	.0043
Other Fees:	LCT \$7.00 FINISHER \$11.00 FAX BOARD \$6.00

DSDf SINGLE PASS SCAN OPTION \$9.00

MID VOLUME:	Black and White
Volume Band:	Up to 25,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 45ppm
Standard Features:	RADF, Duplex, Print, Scan, 3 Paper Drawers with one Large Tray Holding 2,500 Sheets Plus Bypass, Finisher/Stapler
Options:	Fax
Proposed Model:	TOSHIBA E-4528A
Monthly Rate:	\$76.00
Per Page Charge:	.0043
Other Fees:	FAX BOARD \$6.00 DSDf SINGLE PASS \$9.00

HI VOLUME B&W

HI VOLUME:	Black and White
Volume Band:	Up to 50,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 55ppm
Standard Features:	RADF, Duplex, 3 Paper Drawers with Large Paper Tray Holding 2,500 Sheets, Print, Scan, Finisher/Stapler
Options:	Fax
Proposed Model:	TOSHIBA E-5528A
Monthly Rate:	\$107.00
Per Page Charge:	.0043
Other Fees:	FAX BOARD \$6.00 DSDF SINGLE PASS \$9.00

HI VOLUME:	Black and White
Volume Band:	Up to 75,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 65ppm
Standard Features:	RADF, Duplex, 3 Paper Drawers with Large Paper Tray Holding 2,500 Sheets, Print, Scan, Finisher/Stapler
Options:	Fax
Proposed Model:	E-6528A OPTION #2 E-6518A
Monthly Rate:	\$115.00 \$135.00
Per Page Charge:	.0043 .0038
Other Fees:	FAX BOARD \$6.00 DSDF SINGLE PASS \$9.00

LOW LEVEL COLOR

LOW LEVEL:	COLOR
Volume Band:	Up to 3,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 20ppm black and white, 20ppm color
Standard Features:	RADF, Duplex, Print/Scan, 1 Paper Drawer, Bypass
Options:	Large Paper Tray, Finisher/Stapler, Fax
Proposed Model:	TOSHIBA E-330AC #2 TOSHIBA E-2525AC
Monthly Rate:	\$49.00 \$79.00
Per Page Charge:	.012 BLACK .066 COLOR .0043 BLACK .038 COLOR
Other Fees:	2ND TRAY \$6.00 LCT \$7.00 FINISHER \$11.00 FAX \$6.00

MID LEVEL COLOR

MID LEVEL:	COLOR
Volume Band:	Up to 15,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 30ppm black and white, 30ppm color
Standard Features:	RADF, Duplex, Print/Scan, 2 Paper Drawers, Bypass
Options:	Large Paper Tray, Finisher/Stapler, Fax
Proposed Model:	TOSHIBA E-3025AC
Monthly Rate:	\$88.00
Per Page Charge:	.0043 BLACK .038 COLOR
Other Fees:	LCT \$7.00 FINISHER \$11.00 FAX \$6.00

DSDf SINGLE PASS OPTION \$9.00

STAMP_ITEMNUMB

MID LEVEL COLOR**SAME AS FIRST PRIICNG TEMPALTE**

MID LEVEL:	COLOR
Volume Band:	Up to 25,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 45ppm black and white, 45ppm color
Standard Features:	RADF, Duplex, Print/Scan, 2 Paper Drawers, Bypass
Options:	Large Paper Tray, Finisher/Stapler, Fax
Proposed Model:	TOSHIBA E-4525AC
Monthly Rate:	\$128.00
Per Page Charge:	.0043 BLACK .038 COLOR
Other Fees:	LCT \$7.00 FINISHER \$11.00 FAX \$6.00

DSDf SINGLE PASS OPTION \$9.00**HI LEVEL COLOR**

HI VOLUME COLOR:	COLOR
Volume Band:	Up to 50,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 55ppm black and white and color
Standard Features:	RADF, Duplex, Print, Scan, 3 Paper Drawers with A Large Paper Tray with 2,500 Sheets Plus Bypass, Finisher/Stapler
Options:	Fax Board
Proposed Model:	TOSHIBA E-5525AC #2 E-6516ACT
Monthly Rate:	\$157.00 \$199.00
Per Page Charge:	.0043 BLACK .038 COLOR .0039 BL .038 C
Other Fees:	FAX BOARD \$6.00

DSDf SINGLE PASS OPTION \$9.00

A La Carte Print Tracking Pricing- Municipalities

Please complete this costing proposal and identify any additional charges

Lease Term Calculated on 4 Year FMV

LOW VOLUME B&W

**** SAME AS FIRST PRICING TEMPLATE ***

LOW VOLUME:	Black and White
Volume Band:	Up to 3,000 per month
Type:	Tabletop-8.5x14 maximum paper size
PPM:	Minimum 20ppm
Standard Features:	RADF, Duplex, 1 Paper Drawer, Bypass
Options:	Fax
Proposed Model:	
Monthly Rate:	
Per Page Charge:	
Other Fees:	

LOW VOLUME:	Black and White
Volume Band:	Up to 5,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 20ppm
Standard Features:	RADF, Duplex, 1 Paper Tray, Bypass: Print/Scan
Options:	Large Paper Tray, Finisher/Stapler, Fax
Proposed Model:	
Monthly Rate:	
Per Page Charge:	
Other Fees:	

STAMP_ITEMNUMB

MID VOLUME B&W

- **SAME AS FIRST PRICING TEMPLATE**

MID VOLUME:	Black and White
Volume Band:	Up to 20,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 35ppm
Standard Features:	RADF, Duplex, Print, Scan, 2 Paper Drawers Plus Bypass
Options:	Large Paper Tray, Finisher/Stapler, Fax
Proposed Model:	
Monthly Rate:	
Per Page Charge:	
Other Fees:	

MID VOLUME:	Black and White
Volume Band:	Up to 25,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 45ppm
Standard Features:	RADF, Duplex, Print, Scan, 3 Paper Drawers with one Large Tray Holding 2,500 Sheets Plus Bypass, Finisher/Stapler
Options:	Fax
Proposed Model:	
Monthly Rate:	
Per Page Charge:	
Other Fees:	

HI VOLUME B&W**• SAME AS FIRST PRICING TEMPALTE**

HI VOLUME:	Black and White
Volume Band:	Up to 50,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 55ppm
Standard Features:	RADF, Duplex, 3 Paper Drawers with Large Paper Tray Holding 2,500 Sheets, Print, Scan, Finisher/Stapler
Options:	Fax
Proposed Model:	
Monthly Rate:	
Per Page Charge:	
Other Fees:	

HI VOLUME:	Black and White
Volume Band:	Up to 75,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 65ppm
Standard Features:	RADF, Duplex, 3 Paper Drawers with Large Paper Tray Holding 2,500 Sheets, Print, Scan, Finisher/Stapler
Options:	Fax
Proposed Model:	
Monthly Rate:	
Per Page Charge:	
Other Fees:	

LOW LEVEL COLOR

STAMP_ITEMNUMB

• **SAME AS FIRST PRICING TEMPALTE**

LOW LEVEL:	COLOR
Volume Band:	Up to 3,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 20ppm black and white, 20ppm color
Standard Features:	RADF, Duplex, Print/Scan, 1 Paper Drawer, Bypass
Options:	Large Paper Tray, Finisher/Stapler, Fax
Proposed Model:	
Monthly Rate:	
Per Page Charge:	
Other Fees:	

MID LEVEL COLOR

MID LEVEL:	COLOR
Volume Band:	Up to 15,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 30ppm black and white, 30ppm color
Standard Features:	RADF, Duplex, Print/Scan, 2 Paper Drawers, Bypass
Options:	Large Paper Tray, Finisher/Stapler, Fax
Proposed Model:	
Monthly Rate:	
Per Page Charge:	
Other Fees:	

MID LEVEL COLOR

- **SAME AS FIRST PRICING TEMPALTE**

MID LEVEL:	COLOR
Volume Band:	Up to 25,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 45ppm black and white, 45ppm color
Standard Features:	RADF, Duplex, Print/Scan, 2 Paper Drawers, Bypass
Options:	Large Paper Tray, Finisher/Stapler, Fax
Proposed Model:	
Monthly Rate:	
Per Page Charge:	
Other Fees:	

HI LEVEL COLOR

HI VOLUME COLOR:	COLOR
Volume Band:	Up to 50,000 per month
Type:	Console- 11x17 maximum paper size
PPM:	Minimum 55ppm black and white and color
Standard Features:	RADF, Duplex, Print, Scan, 3 Paper Drawers with A Large Paper Tray with 2,500 Sheets Plus Bypass, Finisher/Stapler
Options:	Fax Board
Proposed Model:	
Monthly Rate:	
Per Page Charge:	
Other Fees:	

Embedded Print Tracking Software- 4 year Lease w/Maintenance

USAGE TRACKING OPTIONS				
Print Tracking with reporting for all network printers and MFD				
Number of Users	25		50	100
Price Monthly	N/A		N/A	N/A
Additional years M&S***	1 Year	2 Years	3 Years	4 Years
M&S IS PRICED BASED UPON PAPER CUT SERVER CONFIGURATION AT THE TIME OF ANNUAL RENEWAL				
Embedding Copy tracking and print release into the MFD:				
Release Station	\$10.00/ Device IF A PUBLIC or PC RELEASE STATION IS REQUIRED			
Authentication Device	\$10.00/ Device			
Embedded Onboard License	\$15.00/ Device			
Onondaga County's PaperCut License Includes Unlimited Users				

Electronic Content Management Connector- 4-year Lease w/Maintenance

Electronic Content Management Connector	
Number of Units	Per Toshiba System
Price	\$40.00/month Per Toshiba System

- PROFESSIONAL LABOR HOURS FOR INSTALLATION MAY VARY DEPENDING ON THE COMPLEXITY OF THE PROJECT. LABOR HOURS ARE BILLED AT \$200 PER HOUR.
- DESIGN TIME PRIOR TO IMPLEMENTATION IS BILLED AS PROFESSIONAL LABOR HOURS

SCHEDULE NO. _____

DEPARTMENT: _____

TO CONTRACT NO. _____
(Print Management Services Contract, RFP #22-7500-002)

The County of Onondaga (Lessee) and Toshiba Business Solutions, a division of Toshiba America Business Solutions, Inc., (Lessor) 150 Metro Park, Rochester, New York 14623, entered into the above described contract, known as the Master Agreement, the terms of which are incorporated herein by reference. The terms of the Master Agreement and this Schedule together (an Equipment Lease) constitute a separate and distinct.

If any terms hereof are inconsistent with the terms of the Master Agreement, the terms of this Schedule shall prevail. Effort should be given to read the two together, as they are intended to be harmonious unless a different intent is expressly stated.

Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, the equipment specified in Schedule 1 hereto (the Equipment). For the use of the Equipment, Lessee shall pay Lessor the Monthly Combined Cost for the Equipment set forth in Attachment 1 hereto, including the Monthly Base Cost and the cost of each copy, billed monthly in arrears. The cost of each copy produced by each item of Equipment is the "B/W CPC" and "Color CPC" as set forth in Schedule 1 hereto for such item of Equipment. The amount paid as the Monthly Combined Cost shall be in full and final satisfaction of all amounts owed for use of such Equipment under the Master Agreement, consistent with the terms thereof. The location of the Equipment and the term of the Lease are set forth in Schedule 1 hereto.

The term of this Equipment Lease shall not extend longer than forty-eight months (four years) from the date of signing below, but may be terminated consistent with the Master Agreement and its Exhibit A. No Equipment Lease may commence outside the Term of the above described Master Agreement and all pricing shall be at rates not to exceed Contractor's Proposal.

County's Standard Terms and Conditions, found in Exhibit A to the Master Agreement, are hereby incorporated within and made a part of this Agreement, where such provisions include, among other things, obligations regarding defense and indemnification, together with an obligation to avoid conflicts of interest and provisions regarding early termination. Exhibit A is available at the Onondaga County Division of Purchase website (ongov.net/purchase/) and within the Supplier Portal, where such may be updated and revised from time to time.

IN WITNESS WHEREOF, the parties hereto have executed this Schedule the date and year hereinafter written.

County of Onondaga

Dated: _____

By: _____

Name:

Title: County Director of Purchasing

Toshiba America Business Solutions, Inc.

Dated: _____

By: _____

Name: Larry White

Title: President & CEO

Exhibit: Schedule 1 (Order Form Specifying Items under an Equipment Lease
pursuant to Master Agreement)

SCHEDULE NO. _____ TO CONTRACT NO. _____ DEPARTMENT: _____

(Print Management Services Contract, RFP 22-7500-002)

Schedule 1 – Order Form Specifying Items under an Equipment Lease pursuant to Master Agreement*

Attn:

Department	Location	Current Model Number	Serial Number	Average Monthly Volume	Current Price	Proposed Model #	PPM	Features	Monthly Base Cost	B/W CPC	Color CPC

Total Click Charges Billed Monthly in Arrears.	Actual	\$0.00
		Length of Equipment Lease
		48 Months (unless earlier terminated consistent with Master Agreement)

County Division of Purchase Approval: _____

Date: _____

(* Note: The actual schedule may vary from this proposed format, provided that the material terms specified herein are within the actual schedule.)

TERMS AND CONDITIONS (CONTINUED)

1. **ACCEPTANCE.** This Contract shall not be effective unless signed by the authorized TBS representative (Effective Date) within 30 days from the Customer's signing of this Contract.
2. **TERM.** This Contract will remain in force for months from the Effective Date (Renewal Date) and will then be automatically renewed for annual period(s) unless either party provides notice of termination not less than thirty (30) days prior to the Renewal Date. For each piece of equipment under this Contract there will be a Start Date & Start Meter. Service for each piece of equipment will be provided from the Start Date & Start Meter until this Contract is terminated or the equipment is withdrawn from the service. Customer may withdraw individual equipment by providing thirty (30) day written notice prior to the Renewal Date. Customer is responsible for all remaining Minimum Payments if Customer is in default or if equipment is withdrawn prior to Renewal Date.
3. **SERVICE AVAILABILITY.** TBS will provide service during TBS's normal service hours while the equipment is located within TBS's designated service area. Service outside TBS's designated area, if available and accepted by TBS is subject to a Trip Charge, which shall be based on reasonable travel expense for TBS's personnel. It is the responsibility of the Customer to notify TBS prior to relocating equipment. The service to keep the equipment in or restore the equipment to good working order includes Emergency Service Calls and Periodic Maintenance (PM's). PM's may be performed during the course of an Emergency Service Call and are based upon the specific needs of the individual equipment as determined by TBS. Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by TBS. Maintenance parts will normally be either new or equivalent to new in performance when installed in the equipment. Maintenance parts will be furnished on an exchange basis and the replaced parts become the property of TBS. Service provided under this Contract does not assure the uninterrupted operation of the equipment. If the Customer requests service to be performed at a time outside TBS's normal service hours, there will be no additional charge for maintenance parts, however, the service, if available, will be furnished at TBS's applicable hourly rates and terms then in effect. Nothing herein shall be construed to require TBS to provide service outside its normal service hours and TBS hereby reserves the right to accept or reject such requests. In the event there is a substantial increase in the cost of fuel, Customer agrees to pay a fuel surcharge. "Substantial" shall be defined as a 10% or more change over a six month period in the average national fuel cost as reported by the United States Energy Information Administration. The benchmark will be the national average fuel cost as reported by the United States Energy Information Administration on the Effective Date of this Agreement.
4. **NETWORK INTEGRATION SUPPORT.** Support of print controllers and print/scan enablers that permit the integration of the device onto a Customer's network is covered under the terms of a properly executed Connectivity & Security Options Agreement. The Connectivity & Security Options Agreement is an amendment to this contract and must be attached and/or on file for this optional service support.
5. **INVOICING - LATE CHARGES.** The first Minimum Payment is due upon receipt of an invoice. Thereafter, Minimum Payments will be due on the same date each month during the Term of this Contract whether or not Customer receives an invoice. Customer's obligation to pay the Minimum Payment is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. Excess Click Charge, if applicable, will be invoiced based on the billing period selected on the face of this contract. If any part of a payment is not made by the Customer when due, Customer agrees to pay TBS a Late Charge of the higher of \$25 or two percent (2%) of each such late payment, but not more than permitted by law. Customer agrees to pay TBS the Late Charge not later than one (1) month following the date of the original Minimum Payment.
6. **USAGE.** In return for the Minimum Payment, Customer is entitled to use the Minimum Number of Units each billing period. If Customer uses more than the Minimum Number of Units in any billing period, Customer will pay an additional amount equal to the number of metered Units exceeding the agreed Minimum Included Units times the Excess Charge as shown on the face of this Contract. Customer acknowledges that in no event shall the Customer be entitled to any refund or rebate of the Minimum Payment if metered units result in less than the Minimum Number of Units in any billing period. Your Toshiba system will come with two-way communication enabled. TBS will provide updates, system back ups, and meter collection automatically. Please advise if you do not wish to have this feature enabled. TBS may estimate the number of units used if requested Meter Readings are not received before a new billing period begins. TBS will adjust the estimated charge for Excess Units upon receipt of actual Meter Readings. Notwithstanding any adjustment, the Customer will never pay less than the Minimum Payment. Customer will provide meter readings via an automated website. TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website. TBS reserves the right to convert Customer to a flat fee, based upon the greater of a specific unit's historical average volume or the device type's midpoint manufacturer recommended volume, if meters are not made available for the device(s) after 3 consecutive billing periods. Upon the first anniversary of the Effective Date and each subsequent anniversary date thereafter, TBS reserves the right to apply annual increases not to exceed fifteen (15%) percent of the products and services combined.
7. **CONSUMABLE SUPPLIES.** TBS agrees to furnish consumable supplies (ink, toner and toner collection containers) for the Term of the Contract, except as excluded in section 12 below. Customer is responsible for ordering supplies to assure ample time for delivery. TBS may charge you a supply freight fee to cover our cost of shipping supplies to you. TBS will determine the number of supplies to be shipped based on the Minimum Number of Units and Excess Units metered. If TBS determines that the Customer has used more than fifteen percent (15%) supplies than normal for the number of metered units, based on yields published by the manufacturer, Customer agrees to pay TBS's customary charges for all excess supplies. Current pricing per unit is based on TBS preferred vendor toner. All supplies delivered as part of this Contract remain the property of TBS until and unless they are consumed by the equipment in the performance of this Contract. Any supplies not consumed as specified and not surrendered to TBS upon expiration or termination of this Contract will be invoiced to the Customer at TBS's then current prices. Customer agrees to provide insurance coverage for supplies in case of loss under any circumstances. Notwithstanding the foregoing, the risk of loss of the consumable supplies shall be transferred from TBS to Customer if such consumable supplies are stored at Customer's facility.
8. **TAXES.** In addition to the charges due under this Contract, the Customer agrees to pay amounts equal to any taxes resulting from this Contract, or any activities hereunder, exclusive of taxes based upon net income.
9. **INSTALLATION AND ACCESS TO EQUIPMENT.** Customer agrees to provide adequate space, environment and appropriate electrical requirements including, if required, a dedicated 120 volt or 220 volt electrical line, as published in the Operator and Service Manuals for the operation and maintenance of the equipment. If TBS has installed a power filter/surge protector on the equipment, it must at all times remain continuously installed. If it is removed Customer agrees to purchase a replacement from TBS immediately. TBS shall have full and free access to the equipment to provide service thereon. If persons other than TBS representatives install conversions, feature additions, accessories or perform service on equipment and as a result further repair by TBS is required, such repairs shall be made at TBS's applicable Time and Material rates and terms then in effect. If such additional repair is required, TBS may immediately withdraw the equipment from this Contract.
10. **KEY OPERATOR - END-USER TRAINING.** Customer agrees to designate a Key Operator for training on the use, applications and features of the equipment. The Key Operator will be responsible for normal Key Operator activities as detailed in the Operators Manual and for training additional end-users. If the Key Operator assignment changes Customer agrees to designate a new Key Operator immediately. TBS agrees to provide training for the designated Key Operator and to provide initial training for end-users on the use, applications and features of the equipment. Additional training requested by Customer after thirty (30) days from Installation will be at TBS normal hourly rates.
11. **MOVES/ADDS/CHANGES.** In order to guarantee on-time toner arrival and quality service response time, TBS must be notified in advance of any changes in the fleet. Prior approval from TBS is required before adding new devices to the fleet for support. Client agrees to be responsible for all costs associated with relocation. If the Equipment is moved to a new location, TBS shall have the right to charge a new rate for the new location and Client agrees to pay the difference between the old rate and the new rate.
12. **EXCLUSIONS.** Service under this Contract does not include:
- (a) Furnishing paper, staples, replacement print heads, batteries, ribbons, media, periodic maintenance on thermal printers or any of the following;
 - (b) Service of equipment if moved outside of TBS's designated service area; (c) Repair of damage or increase in service time caused by accident, misuse, negligence, abuse or disaster; (d) Service of accessories, attachments or click control devices other than those of the same manufacturer as the equipment; (e) Painting or refinishing of the equipment; (f) Making specification changes; (g) overhaul; when TBS determines an overhaul is necessary because normal repair and parts replacement cannot keep the equipment in satisfactory operating condition, TBS will submit a cost estimate to Customer and TBS will not commence work until Customer has approved cost; (h) Performing key operator functions as described in the operator manual; (i) Moving equipment, repair of damage or increase in service time caused by the use of the equipment for other than the ordinary use for which designed; (j) Repair of damage caused by electrical surges or lightning strikes, if equipment is connected to a TBS supplied power filter/surge protector repairs will be included; (k) Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment as defined by the manufacturer, with all the facilities prescribed by TBS including, but not limited to, adequate space, electrical power, air conditioning or humidity control. (l) Repair of equipment that has been designated as obsolete by the manufacturer and genuine OEM parts are no longer available. (m) Repair of damage or increase of service time caused by Customer's use of media outside the specifications as described in the operator manual.
13. **CUSTOMER OWNED EQUIPMENT.** (a) TBS reserves the right to inspect the mechanical condition of all Customer Owned Equipment to be covered under this Agreement. Customer will be notified of Equipment found to require immediate repairs. Customer, at its option, may elect to have said Equipment repaired at the then current hourly service labor rate plus parts or elect to have the unit excluded from this Agreement. (b) To qualify for coverage under this Agreement each piece of Customer Owned Equipment must have an initial consumable supply level of at least 25% (twenty five percent) of its capacity. For any Equipment falling under that level, Customer will be responsible for replacing and/or purchasing the initial consumables required to restore the device to the 25% level. (c) Service of printers under this agreement will possibly include replacement parts that may have been used and/or reconditioned. Parts that have been replaced will remain the property of TBS. If Customer Owned Equipment becomes obsolete, or unserviceable, client is responsible for replacing the device, and TBS will remove obsolete device from current agreement.
14. **INDEMNITY AND DISCLAIMER.** TBS shall not be responsible for any injuries, damages, penalties, claims or losses including legal expenses incurred by Customer or any other person caused by the installation, selection, ownership, possession, maintenance, condition or use of the Equipment. Customer agrees to reimburse TBS for and to defend TBS against any claims for such losses, damages, penalties, claims, injuries or expenses. This indemnity shall continue even after this Contract has expired.
- IN NO EVENT WILL TBS BE LIABLE FOR LOST PROFITS, CONSEQUENTIAL, EXPECTANCY OR INDIRECT DAMAGES EVEN IF TBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- EXCEPT AS OTHERWISE SET FORTH HEREIN, TBS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REPRESENTATION OR WARRANTY ARISING OUT OF USAGE AND TRADE, COURSE OR DEALING OR COURSE OR PERFORMANCE. EXCEPT AS PROVIDED HEREIN, THE PARTS AND SERVICES ARE PROVIDED 'AS IS.'
15. **GENERAL.** Subject to the terms of the following paragraph, TBS may modify the terms and conditions of this Contract effective on the Renewal Date by providing the Customer with prior written notice. Any such modification will apply unless the Customer withdraws the equipment affected by such modification from this Contract. Otherwise this Contract can only be modified by a written agreement duly signed by persons authorized to sign contracts on behalf of the Customer and of TBS. Variance from the terms and conditions of this Contract in any Customer order or other written modification will be of no effect.

**CHEMUNG COUNTY ~ CITY OF ELMIRA PURCHASING DEPARTMENT
PIGGYBACK CHECKLIST**

ISSUING COUNTY Onondaga Co
BID NUMBER & TITLE #22-7500-002 Print Management Services
VENDOR NAME Toshiba
COUNTY BID # PGB-2614
REQUESTING DEPT. Central Services

EXPLANATION

<input checked="" type="checkbox"/>	RESOLUTION	<u>not required in Onondaga Co</u>
<input checked="" type="checkbox"/>	BID DOCUMENT	<u>Received</u>
<input checked="" type="checkbox"/>	BID TAB	<u>Pricing list provided</u>
<input checked="" type="checkbox"/>	SOLICITATION	<u>Received</u>
<input checked="" type="checkbox"/>	PIGGYBACK LANGUAGE	<u>Yes</u>
<input checked="" type="checkbox"/>	METHOD OF AWARD	<u>Best Value</u>
<input checked="" type="checkbox"/>	SIGNED FORMS	<u></u>
<input checked="" type="checkbox"/>	CONTRACT TERM	<u>1/1/2023-12/31/2025 +2 1yr option renew</u>

Jackie Crowley
SIGNATURE
Tricia Wise
SIGNATURE

Jackie Crowley
BUYER NAME
Tricia Wise
DIRECTOR OF PURCHASING NAME

STAMP_ITEMNUMB



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution relative to annual review of the Chemung County Agricultural District

Resolution #:

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Under New York State's Agriculture and Markets Law (AML), Section 303-b, land owners may request inclusion of predominantly viable agricultural land in an existing certified Agricultural District. Chemung County has accumulated a backlog of applications for property inclusion from 2019 – 2023 consisting of 9 parcels. These applications were all reviewed for consistency with the State statute and was recommended for approval by the Chemung County Agricultural and Farmland Protection Board. This request calls for the final action to adopt the parcels into the District.

Public Hearing held April 1, 2024

CREATION:

Date/Time:	Department:
4/11/2024 8:25:00 AM	County Executive

APPROVALS:

Date/Time:	Approval:	Department:	
4/11/2024 8:30 AM	Approved	County Executive	
4/11/2024 3:00 PM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
 Ag_Inclusion_Letter_to_Legislature.pdf	Ag Inclusion Letter	Cover Memo
 Ag_Inclusion_Short_EAF_Part1.pdf	Ag Inclusion Short EAF	Cover Memo
 Ag_Parcel_Maps.pdf	Ag Parcel Maps	Cover Memo
 Final_Ag_Inclusion_Route_Slip.pdf	Final Ag Route Slip	Cover Memo

STAMP_ITEMNUMB

January 29, 2024
To The Honorable
Chemung County Legislature
203 Lake Street
Elmira, NY 14902



SUBJECT: Addition of 9 Parcels to the Chemung County Agricultural District

Honorable Legislators:

Article 25AA Section 303-B of the NYS Agriculture and Markets law allows additions to established agricultural districts prior to the normal eight-year review date. The Law also requires the county Agricultural and Farmland Protection Board to review the proposed additions to the district(s) and make recommendations on the proposal to the legislative body. Regrettable delays have seen landowner applications dating back to 2019 unaddressed until this year.

Therefore, in accordance with Article 25AA, we are pleased to transmit this report concerning our review and recommendations on the following 9 parcels from 7 landowners to be included in the Chemung County Consolidated Agricultural District:

- 1) Tax parcels 82.00-1-44.1, 82.00-1-44.2, and 82.00-1-45.2, located in the Town of Baldwin, consisting of 22 acres, owned by Sherril Collins
- 2) Tax parcel 47.04-1-85, located in the town of Big Flats, consisting of 131.46 acres, owned by Ronald and Susan Potrzebowski
- 3) Tax parcels 62.00-1-4.26 and 62.00-1-4.21, located in the Town of Erin, consisting of 40 acres, owned by Mark Fossaceca
- 4) Tax parcel 16.00-1-73, located in the Town of Catlin, consisting of 69.3 acres, owned by Mark Demytrk and Benjamin Rivera
- 5) Tax parcels 45.00-1-21.21 and 45.00-1-21.112, located in the Town of Van Etten, consisting of 76.43 acres, owned by Gail Hall

Based on USDA soil maps, proximity to other agricultural district lands, and landowner interviews as needed, the Board has determined that these parcels are comprised of predominantly viable agricultural land and inclusion of these parcels into the agricultural district would serve the public interest by assisting in maintaining a viable agricultural industry within their respective municipalities.

Sincerely,

A handwritten signature in black ink, reading 'Michelle S. Podolec'.

Michelle Podolec, Chair
Chemung County Agricultural and Farmland Protection Board

STAMP_ITEMNUMB

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

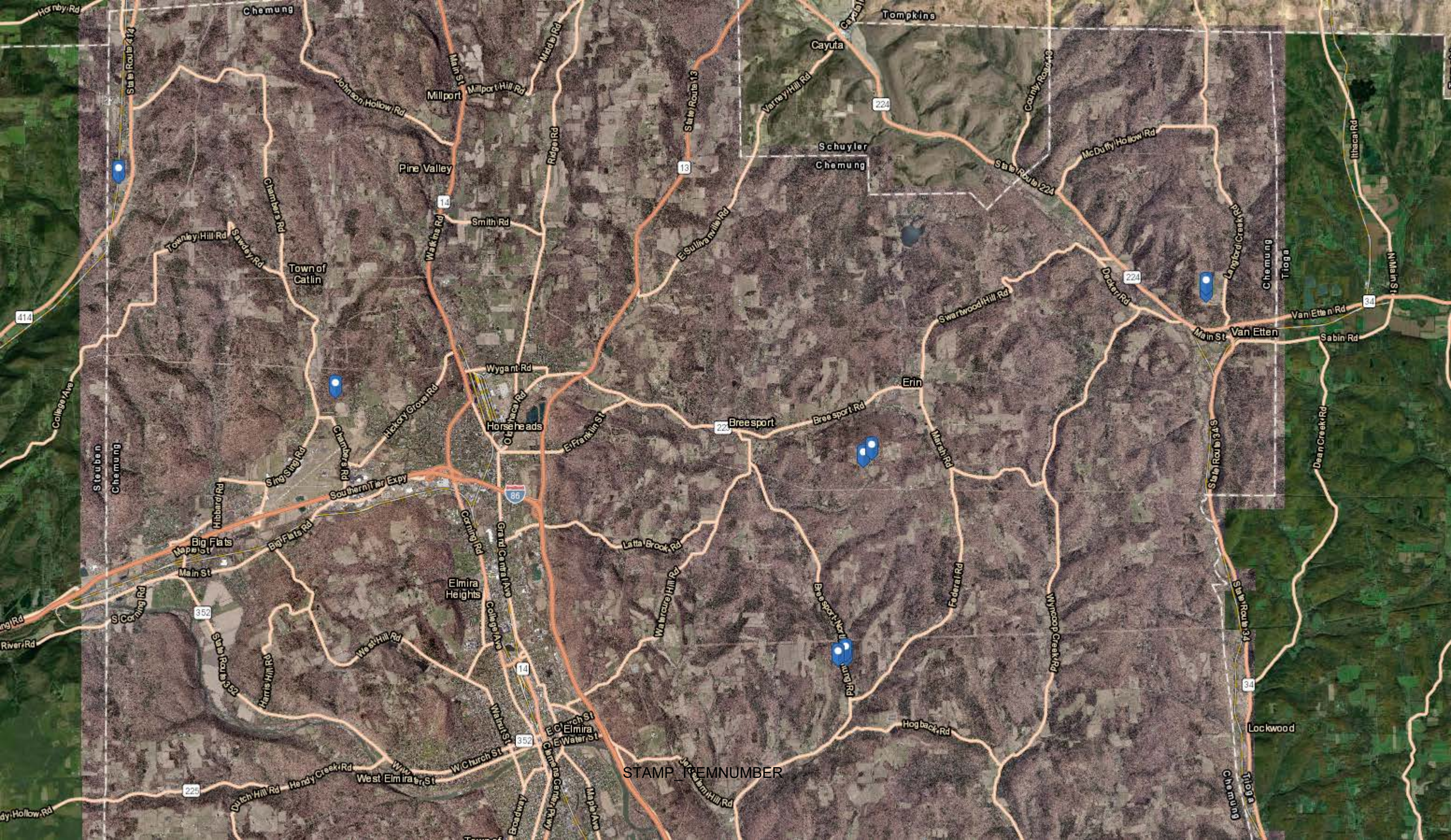
Part 1 – Project and Sponsor Information				
Name of Action or Project:				
Project Location (describe, and attach a location map):				
Brief Description of Proposed Action:				
Name of Applicant or Sponsor:			Telephone:	
			E-Mail:	
Address:				
City/PO:		State:	Zip Code:	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?			NO	YES
If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<input type="checkbox"/>	<input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency?			NO	YES
If Yes, list agency(s) name and permit or approval:			<input type="checkbox"/>	<input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres				
4. Check all land uses that occur on, are adjoining or near the proposed action: <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): </div> <div style="margin-top: 5px;"><input type="checkbox"/> Parkland</div>				

STAMP_ITEMNUMB

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

STAMP_ITEMNUMB

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest Agricultural/grasslands Early mid-successional </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> Wetland <input type="checkbox"/> Urban Suburban </div>		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, <div style="margin-left: 20px; margin-top: 10px;"> a. Will storm water discharges flow to adjacent properties? </div> <div style="margin-left: 20px; margin-top: 10px;"> b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? </div> If Yes, briefly describe: <div style="border-bottom: 1px solid black; margin-top: 5px; height: 1.2em;"></div> <div style="border-bottom: 1px solid black; margin-top: 5px; height: 1.2em;"></div>	NO	YES
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: <div style="border-bottom: 1px solid black; margin-top: 5px; height: 1.2em;"></div> <div style="border-bottom: 1px solid black; margin-top: 5px; height: 1.2em;"></div>	NO	YES
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
49. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: <div style="border-bottom: 1px solid black; margin-top: 5px; height: 1.2em;"></div> <div style="border-bottom: 1px solid black; margin-top: 5px; height: 1.2em;"></div>	NO	YES
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: <div style="border-bottom: 1px solid black; margin-top: 5px; height: 1.2em;"></div> <div style="border-bottom: 1px solid black; margin-top: 5px; height: 1.2em;"></div>	NO	YES
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p> <p>Applicant/sponsor/name: _____ Date: _____</p> <p>Signature: <u>Alison Herman</u> Title: _____</p>		



STAMP_ITEMNUMBER

47.04-1-85 (Susan Potrzebowski)

STAMP_ITEMNUMBER

82.00-1-45.2 (Sherrill Collins)

Breep
Breesport-North
Channing Rd

STAMP_ITEMNUMBER

16.00-1-73 (Demytrk and Rivera)



STAMP_ITEMNUMBER

Langdon Hill Rd

62.00-1-4.26 (Mark Fossaceca)

© Wheaton Rd

Langdon Hill Rd

Rorick Hollow Rd

Langdon Hill Rd

Rorick Hollow Rd

STAMP_ITEMNUMBER

45.00-1-21.21 (Gail Hall)

Langford Creek Rd

STAMP_ITEMNUMBER



45.00-1-21.112 (Gail Hall)

This is an aerial photograph of a rural property. A large, irregularly shaped area in the upper half of the image is highlighted with a semi-transparent cyan overlay. This area contains a mix of dense green trees and lighter-colored, possibly cleared or less vegetated land. Yellow lines delineate the property boundaries, showing several adjacent parcels. In the background, there are agricultural fields, some of which appear to be harvested or fallow. A small, circular pond or clearing is visible near the top center. To the right, a road or driveway runs vertically, with a few buildings and more trees visible along its path. The overall terrain is a mix of forested and open land.

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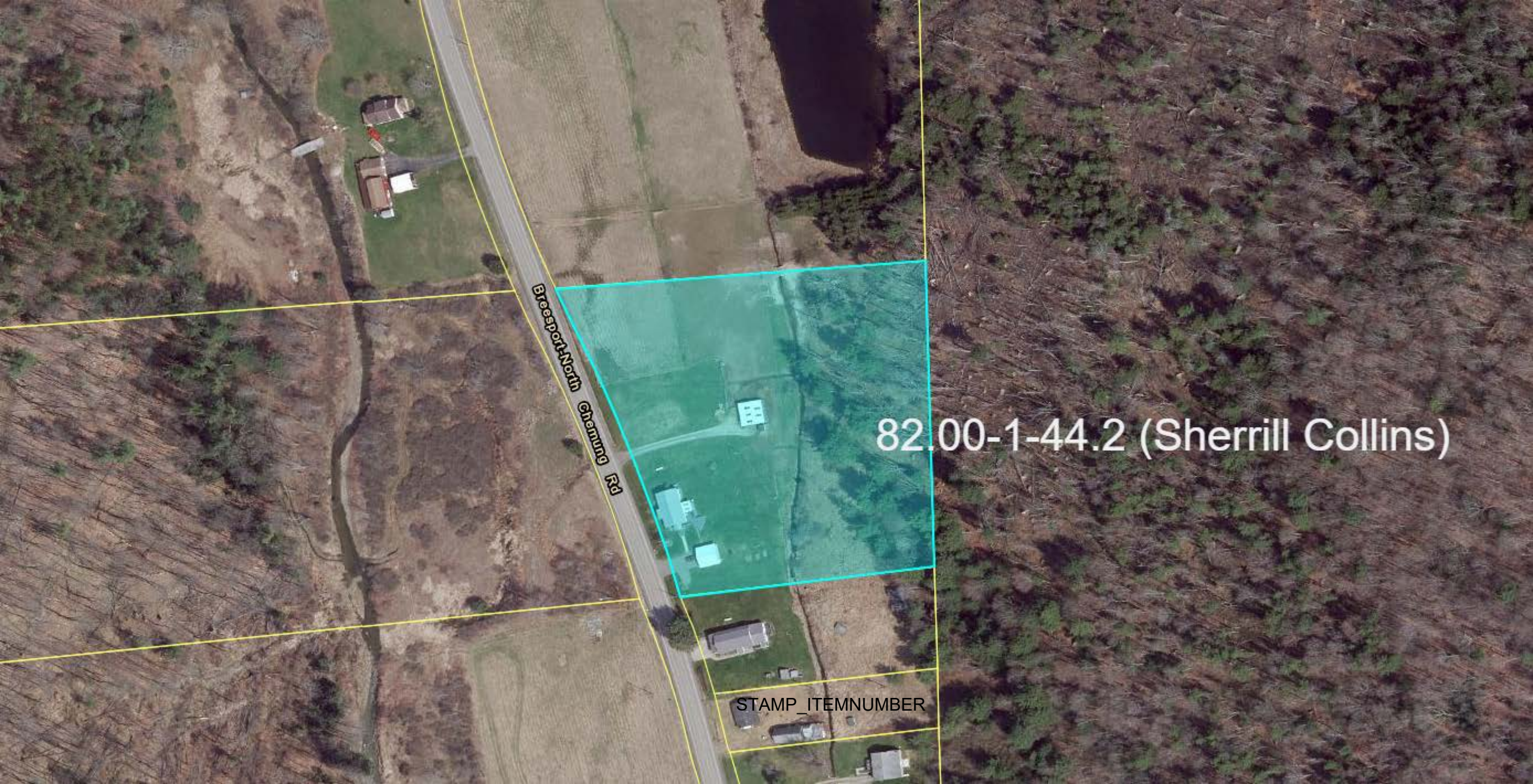
82.00-1-44.1 (Sherrill Collins)

STAMP_ITEMNUMBER

An aerial photograph of a rural area with a cyan-shaded polygon and yellow property boundaries. The polygon is located in the upper-middle section of the image. To the right of the polygon, a road is labeled 'Rorick Hollow Rd'. The text '62.00-1-4.21 (Mark Fossaceca)' is overlaid in white in the lower-left quadrant. At the bottom center, the text 'STAMP_ITEMNUMBER' is visible.

62.00-1-4.21 (Mark Fossaceca)

STAMP_ITEMNUMBER



Breesport-North Chemung Rd

82.00-1-44.2 (Sherrill Collins)

STAMP_ITEMNUMBER

Route Slip Form

Type (select one):

	Grant
	Contract
	Personnel
x	Other

Agenda Item Title:

Resolution calling for the final approval of parcels 2023 Annual Open Enrollment for inclusion of real property in existing Chemung County Agricultural District

Summary:

Under New York State's Agriculture and Markets Law (AML), Section 303-b, land owners may request inclusion of predominantly viable agricultural land in an existing certified Agricultural District. Chemung County has accumulated a backlog of applications for property inclusion from 2019 – 2023 consisting of 9 parcels. These applications were all reviewed for consistency with the State statute and was recommended for approval by the Chemung County Agricultural and Farmland Protection Board. This request calls for the final action to adopt the parcels into the District.

Vendor/Provider:

Planning Department

Term (dates):

January 1, 2024

to

November 1, 2024

Total Amount:

\$0

Local Share:

\$0

State Share:

\$0

Federal Share:

\$0

Other Share:

\$0

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File Attachments (list):

<u>Ag_Inclusion_Letter_to_Legislature</u>
<u>Ag_Inclusion_Short_EAF_Part1</u>
<u>Ag_Parcel_Maps</u>



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing agreement with Environmental Systems Research Institute, Inc. on behalf of the Chemung County Information Technology Department

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Requesting to renew the 3 year agreement with Environmental Systems Research Institute, Inc. (ESRI). The ESRI Small Municipal and County Government Enterprise License Agreement (ELA) is a 3-year agreement that will grant all County GIS users access to ESRI term licensed software on an unlimited basis, including maintenance on all software offered through the ELA for the term of the agreement. This is included in the 2024 approved operating budget.

Vendor/Provider ESRI Inc.

Term	3 years	Total Amount	\$175,500	Prior Amount	\$165,000
Local Share	\$175,500	State Share	0	Federal Share	0
Project Budgeted?	Yes	Funds are in Account #	10-1680-1682-50408		


CREATION:

Date/Time:	Department:
3/22/2024 2:02:43 PM	County Executive

APPROVALS:

Date/Time:	Approval:	Department:	
3/22/2024 2:07 PM	Approved	County Executive	
4/9/2024 9:54 AM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
 ESRI_Quotation.pdf	ESRI Quotation	Cover Memo

STAMP_ITEMNUMB



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 2/28/2024 To: 5/28/2024

Quotation # Q-516489

Date: February 28, 2024

Customer # 508297 Contract # 305303

County of Chemung
Information Technology Dept
210 Lake St
Elmira, NY 14901-3109

ATTENTION: Aaron Dowd
PHONE: 607-873-1144
EMAIL: adowd@chemungcountyny.gov

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	\$58,500.00	\$58,500.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168179	1	Year 2	\$58,500.00	\$58,500.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168179	1	Year 3	\$58,500.00	\$58,500.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Gerard Aiken

Email:

gaiken@esri.com

Phone:

(909) 793-2853 x3780

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied, reused, or otherwise disclosed other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

AIKENG

This offer is limited to the terms and conditions incorporated and attached herein.

STAMP ITEM NUMB



Quotation # Q-516489

Date: February 28, 2024

Customer # 508297 Contract # 305303

County of Chemung
Information Technology Dept
210 Lake St
Elmira, NY 14901-3109

ATTENTION: Aaron Dowd
PHONE: 607-873-1144
EMAIL: adowd@chemungcountyny.gov

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 2/28/2024 To: 5/28/2024

Subtotal:	\$175,500.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$175,500.00

If you have any questions regarding this quotation, please feel free to contact me. You will find my contact information at the bottom of the page. If you have questions following placement of your order such as order confirmation, ship date, etc., please contact Customer Service toll free at (888) 377-4575.

For customers purchasing from the State of New York Centralized Contract No. PM67345/Esri Contract No. 305303, supplemental licensing terms and conditions for the Esri products also apply and can be found here: <https://www.esri.com/en-us/legal/overview>
Quoted Advantage Program items are subject to the Esri Advantage Program terms and conditions and can be found here: <https://www.esri.com/content/dam/esrisites/en-us/media/legal/services/e204ap.pdf>

NY State contract details can be found here:

Information Technology Umbrella Contract – Manufacturer Based:

<https://ogs.ny.gov/purchase/snt/awardnotes/7360022802can.HTM>

PLEASE REFERENCE the above contract on your Purchase Order or Ordering Document.

Esri Federal Employer ID: 95-2775732

Please address purchase orders to:

Esri

380 New York St, Redlands, CA 92373

For software downloads and authorization numbers necessary to install and activate your product(s), go to MyEsri.com. If you require physical media, please work with your Esri representative to add the appropriate media kit to your quotation.

*Thank you for your interest in the products and services offered by Esri. I have provided a quotation per your request. Please review the attached "Terms and Conditions" guidelines prior to submitting your order. To place an order for the items referenced in this quote, please follow the instructions provided below:

PURCHASE ORDER: Send your digital, faxed, or original signed purchase order to Esri Customer Service for processing. Faxes may be sent toll-free to (909) 307-3083.

CREDIT CARD: If you would like to purchase the items on the quotation via credit card, please call (800) 447-9778 and reference this quotation.

CHECK/MONEY ORDER: Please mail a copy of your quotation and payment to Esri, P.O. Box 741076, Los Angeles, CA 90074-1076.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Gerard Aiken

Email:

gaiken@esri.com

Phone:

(909) 793-2853 x3780

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied, reused, or otherwise disclosed other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

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STAMP ITEM NUMB



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Information Technology Dept
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Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 2/28/2024 To: 5/28/2024

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Gerard Aiken

Email:

gaiken@esri.com

Phone:

(909) 793-2853 x3780

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AIKENG

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STAMP ITEM NUMB

Esri Use Only:

Cust. Name _____

Cust. # _____

PO # _____

Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-3)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities**Desktop Software and Extensions** (Single Use)

ArcGIS Desktop Advanced

ArcGIS Desktop Standard

ArcGIS Desktop Basic

ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
Schematics, ArcGIS Workflow Manager, ArcGIS Data
Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)

ArcGIS Monitor

ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard

ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer

Two (2) ArcGIS CityEngine Single Use Licenses

250 ArcGIS Online Viewers

250 ArcGIS Online Creators

37,500 ArcGIS Online Service Credits

250 ArcGIS Enterprise Creators

5 ArcGIS Insights in ArcGIS Enterprise

5 ArcGIS Insights in ArcGIS Online

50 ArcGIS Location Sharing User Type Extension (Enterprise)

50 ArcGIS Location Sharing User Type Extension (Online)

12 ArcGIS Advanced Editing User Type Extension (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

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Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Purchase Agreement with ePlus, Inc. on behalf of the Chemung County Information Technology Department

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Requesting approval to utilize NCPA cooperative PGB-2238 to renew the hardware maintenance on core County network infrastructure. This is the initial maintenance renewal on equipment via a 2022 capital project. This is included in the 2024 IT Operating budget.

Vendor/Provider	ePlus Inc.			
Term	1 Year	Total Amount	\$29,946.30	Prior Amount
Local Share	\$29,946.30	State Share	0	Federal Share 0
Project Budgeted?	Yes	Funds are in Account #	10-1680-1680-50508.02	

CREATION:

Date/Time:	Department:
3/22/2024 2:08:46 PM	County Executive

APPROVALS:

Date/Time:	Approval:	Department:	
3/22/2024 2:14 PM	Approved	County Executive	
4/9/2024 9:52 AM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
ePlus_Quotation.pdf	ePlus Quotation	Cover Memo
PGB-2338_Synnex_Corporation_NCPA_Cooperative_for_Technology_Solutions_Justification_for_Utilizing_a_Cooperative_Contract.pdf	PGB-2338 Synnex Corporation NCPA Cooperative	Cover Memo

STAMP_ITEMNUMB



Customer Name: COUNTY OF CHEMUNG
Quote No: 23114227
Quote Name:
Quotation Date: 02/29/2024

Sales Support Contact: KAREN HANSEN
Sales Support Phone: 716-886-4236
Sales Support Email: karen.hansen@eplus.com
Account Executive: Brian Lawrence
Account Executive Phone: 585-310-5486
Account Executive Email: brian.lawrence@eplus.com

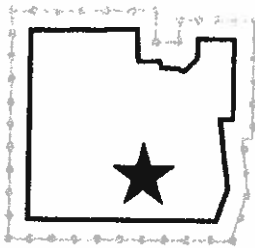
Customer PO No:
Order No:
Expiration Date: 03/29/2024

ePlus Technology inc, 13595 Dulles Technology Drive, Herndon, VA, 20171

Line No.	Part Number	MFG	Description/Line Notes	QTY	Unit Price	Ext Price
US-NCPA-Synnex 01-97						
001	CON-SNTP-C9606R-4	CISCO	SNTC-24X7X4 CATALYST 9600 SERIES	1	3,746.51	3,746.51
002	CON-SNT-C930210F	CISCO	CISCO :SNTC-8X5XNBD CATALYST 9300 24-POR	8	412.79	3,302.32
003	CON-SNT-C9300UX4	CISCO	CISCO :SNTC-8X5XNBD CATALYST 9300 48-PORT MGIG UPO E+, NETWO	3	960.06	2,880.18
004	CON-SNT-C9300UX4	CISCO	CISCO :SNTC-8X5XNBD CATALYST 9300 48-PORT MGIG UPO E+, NETWO	2	957.47	1,914.94
005	CON-SNT-C9300UX4	CISCO	CISCO :SNTC-8X5XNBD CATALYST 9300 48-PORT MGIG UPO E+, NETWO	2	954.90	1,909.80
006	CON-SNT-C9300UX4	CISCO	CISCO :SNTC-8X5XNBD CATALYST 9300 48-PORT MGIG UPO E+, NETWO	2	962.64	1,925.28
007	CON-SSSNT-C93002PA	CISCO	CISCO :SOLN SUPP 8X5XNBD CATALYST 9300 24-PORT POE +, NETWORK ADVA	1	352.84	352.84
008	CON-SNT-C9300UX4	CISCO	CISCO :SNTC-8X5XNBD CATALYST 9300 48-PORT MGIG UPO E+, NETWO	3	947.15	2,841.45
009	CON-SNT-C9300UX4	CISCO	CISCO :SNTC-8X5XNBD CATALYST 9300 48-PORT MGIG UPO E+, NETWO	1	965.23	965.23
010	CON-SNT-C9300UX4	CISCO	CISCO :SNTC-8X5XNBD CATALYST 9300 48-PORT MGIG UPO E+, NETWO	7	949.73	6,648.11
011	CON-SNTP-C4507REV	CISCO	CISCO :SNTC-24X7X4 WS-C4507R+E CHASSIS,2 WS-X4648-RJ45V+E	1	2,246.67	2,246.67
012	CON-SNT-C930210F	CISCO	CISCO :SNTC-8X5XNBD CATALYST 9300 24-POR	1	414.01	414.01
013	C9300-DNA-E-48-1M	CISCO	CISCO :CISCO DNA ESSENTIALS C9300 48P 1M, FOR RENE WAL ONLY	1	266.32	266.32
014	C9300-DNA-E-48-1M	CISCO	CISCO :CISCO DNA ESSENTIALS C9300 48P 1M, FOR RENE WAL ONLY	1	266.32	266.32
015	C9300-DNA-E-48-1M	CISCO	CISCO :CISCO DNA ESSENTIALS C9300 48P 1M, FOR RENE	1	266.32	266.32

STAMP_ITEMNUMBER

WAL ONLY		
Totals		29,946.30
Shipping: Packing:	Sub Total (USD):	29,946.30
	Est. Tax (USD):	TBD if Applicable
	Freight (USD):	TBD
		Total (USD): 29,946.30
<p>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.</p> <p>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.</p> <p>ePlus offers flexible and easy leasing options for your IT equipment. Use leasing to increase your IT acquisition capability, overcome limited budgets, and manage the lifecycle of your assets. Contact an ePlus Leasing Coordinator at 1-703-984-8021 or leasing@eplus.com to receive a lease quote today.</p>		
Customer Acceptance	Bill To	Ship To
Signature: _____	COUNTY OF CHEMUNG	COUNTY OF CHEMUNG
Name: _____	PO BOX 588	PO BOX 588
Title: _____	INFORMATION TECHNOLOGY	INFORMATION TECHNOLOGY
Date: _____	ELMIRA NY 14902-0588	ELMIRA NY 14902-0588
Customer PO #: _____	UNITED STATES	UNITED STATES
	ACCOUNTS PAYABLE	



**CHEMUNG COUNTY
CITY OF ELMIRA
PURCHASING DEPARTMENT**

Justification for Utilizing a Cooperative Contract

Date 8/13/21

Requesting Department IT

Requesting Employee Aaron Dowd Position Director

Cooperative or Lead Agency NCPA

Contract No. 01-97 PGB-2338 Advanced Technology Solutions Association

Vendor(s) Name(s) Synnex Corporation (ePlus Authorized Reseller)

We have reviewed and completed due diligence on the aforementioned cooperative contract. As part of the due diligence review, we have confirmed that the contract complies substantially with our procurement rules and practices. We have further confirmed that all purchases will comply with the terms and prices in the contract. It has been determined that it is in the best interests of our entity to utilize this contract for the reasons cited below:


Issue	Procurement Consideration
New York State Considerations:	
1. Was the contract let by the United States or any agency thereof, any state or any other political subdivision or district therein?	Pg 1 of RFP, Region 14 Education Service Center
2. Was the contract made available for use by other governmental entities?	Yes, Pg 1&3 of RFP
3. Was the contract let in a manner that constitutes competitive bidding "consistent with state law?"	Yes, see responses to questions 4-7 below
4. Was there a public solicitation of bids consistent with GML 103.5 and serves to ensure that the purposes of GML 103 are furthered?	Yes, advertised in USAToday and NCPA website
5. Was the submission of sealed bids, or analogous procedure, done in a manner to secure and preserve the integrity of the process and confidentiality of the bids submitted?	Pg 4 competitive sealed bids only accepted. See instructions to Respondents
6. Was the preparation of bid specifications, or a similar document that provides a common standard for bidders to compete fairly?	Page 11, Evaluation Criteria
7. Was the award to the lowest bidder who materially or substantially meets the bid specifications and is determined to be a responsible bidder?	Awarded on Best Value. See Evaluation Criteria on Pg 11 of RFP

STAMP ITEMNUMB

Justification for Utilizing a Cooperative Contract

General Considerations:	
8. Do the terms, conditions and scope of work/specifications meet the need?	Yes
9. If no, are the terms, conditions and scope of work/specifications negotiable? It should be noted here if terms or prices were negotiated.	
10. Does the cooperative contract provide the most advantageous solution? Why? Factors may include advantageous terms, conditions, prices, quality, performance, timing, entity's experience and ability to duplicate the contract, age of the contract, etc.	Yes, advantageous Terms, Conditions & pricing
11. Will any and all purchases comply with the terms and prices in the contract?	Yes
12. Will volume pricing advantages be applied to purchases?	Yes, prices are based on volume purchases
13. Was past experience with the cooperative or lead agency acceptable?	Chemung County used NCPA cooperative before and experience was acceptable
14. Is the item urgently needed?	Yes
15. Can a local vendor provide this service? If so, why were they not considered?	There is no local vendor
16. What is the age of the contract? How many years is it into its contract term?	exp 7/31/2022, +2-1yr renewals
ADDITIONAL COMMENTS:	

Usage reviewed and approved by:


Signature

Jackie Crowley

Buyer Name


Signature

Tricia Wise

Director of Purchasing Name

STAMP_ITEMNUMB



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Purchase Agreement with Precision Trenchless, LLC on behalf of the Chemung County Sewer Districts

Resolution #:

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

This agenda item respectfully requests authorization to approve Precision Trenchless, LLC's unit prices for cured in place pipe lining in the Onondaga County bid. CCSD would utilize these unit prices for contracted work within the collection system of the sewer districts. This would include repair projects and inflow/infiltration (I/I) remediation projects found during routine maintenance and televising of the collection system. Cured in place pipe lining is a more cost effective method than traditional open cut methods. Failure to address issues in sewer mains showing evidence of degradation may result in further degradation of the sewer main such that pipe lining is no longer an option and the repair will need to be done via open cut which is approximately three times more expensive. We request this resolution to allow up to \$400,000 in work without further authorization.

This item is budgeted in 2023 Capital Project Plan.

CREATION:

Date/Time:	Department:
3/25/2024 3:12:02 PM	County Executive

APPROVALS:

Date/Time:	Approval:	Department:	
3/25/2024 3:13 PM	Approved	County Executive	
4/11/2024 3:00 PM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
<input checked="" type="checkbox"/> CIPP_Piggyback_checklist.pdf	CIPP Piggyback checklist	Cover Memo

STAMP_ITEMNUMB

**CHEMUNG COUNTY ~ CITY OF ELMIRA PURCHASING DEPARTMENT
PIGGYBACK CHECKLIST**

ISSUING COUNTY Onondaga County

BID NUMBER & TITLE Bid Ref#0010984 Collection System Infrastructure, Cured InPlace Pipe

VENDOR NAME Precision Trenchless LLC

COUNTY BID # PGB- 2647

REQUESTING DEPT. DPW & Sewer

EXPLANATION

<input checked="" type="checkbox"/> RESOLUTION	<u>NA Onondaga Co</u>
<input checked="" type="checkbox"/> BID DOCUMENT	<u>Received</u>
<input checked="" type="checkbox"/> BID TAB	<u>Received</u>
<input checked="" type="checkbox"/> SOLICITATION	<u>Yes</u>
<input checked="" type="checkbox"/> PIGGYBACK LANGUAGE	<u>Yes, pg 60</u>
<input checked="" type="checkbox"/> METHOD OF AWARD	<u>Lowest Responsive, Responsible Bidder</u>
<input checked="" type="checkbox"/> SIGNED FORMS	<u>Requested</u>
<input checked="" type="checkbox"/> CONTRACT TERM	<u>1/1/2024-12/31/2024 +2 1yr renewals</u>

Jackie Crowley
SIGNATURE

Jackie Crowley
BUYER NAME

Tricia Wise
SIGNATURE

Tricia Wise
DIRECTOR OF PURCHASING NAME

STAMP_ITEMNUMB



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution confirming the establishing of a new Scale of Charges for the Chemung County Elmira Sewer District

Resolution #:

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Resolution prescribing manner of holding public hearings and taking appeals by the Administrative Boards of the two Chemung County Sewer Districts in the matter of adopting the Scales of Charges for 2024 was adopted on March 11, 2024 (Res. 24-113) by the Chemung County Legislature. For an average household that uses 60,000 gallons of water, the following is the annual cost increase based on the proposed rates: Chemung County Elmira Sewer District - \$116.29/year (~\$10/month) Public hearings held March 26, 2024 by the respective Administrative Boards; Scale of Charges effective retroactive to January 1, 2024.


CREATION:

Date/Time:	Department:
3/29/2024 12:47:43 PM	County Executive

APPROVALS:

Date/Time:	Approval:	Department:	
3/29/2024 12:51 PM	Approved	County Executive	
4/11/2024 11:55 AM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
 2024_SCALE_OF_CHARGES - ESD - Proposed.pdf	2024 Scale of Charges	Cover Memo

STAMP_ITEMNUMB

SCALE OF CHARGES (PROPOSED)

ELMIRA SEWER DISTRICT (ESD)

Basis for Scale of Charges
County Law Article 5A-Sec. 266
Effective January 1, 2024

User Charges

Customers in ESD receive water from the Elmira Water Board or on private wells. Except for those on private wells, all consumption is metered.

Basic User Charge = \$4.72 per unit (one unit is 100 cubic feet or 748 gallons).

Bi-monthly water customers who are metered will be billed annually based on water consumption for the nearest available 12 previous months usage.

Monthly water customers will be billed quarterly based on current water consumption.

A minimum annual charge for metered water customers billed by the Elmira Water Board shall be based upon sixteen (16) units of water per year for a cost of \$75.52.

An annual charge for residential dwellings using un-metered water (private wells) shall be based upon an estimated 80.2 units of water at \$4.72 per unit for a cost of \$378.54.

Out of District Users

Out of District customers shall be charged at a rate including sewer user charges and Ad valorem charges as established by the Administrative Board which shall not be less than an in District customer for the same use charges and Ad valorem charges.

Terms, Conditions, and Manner of Payments

Payments may be made without penalty within forty-five (45) days after the billing date.

Penalties for Non-Payment

Bills paid more than forty-five (45) days after the billing date will be subject to a penalty of ten percent (10%).

Appeals

Appeals for review of charges shall be submitted in writing to the Executive Director within thirty (30) days of billing date.

Unpaid User Charges - Lien on Real Property

Unpaid charges shall be a lien upon the real property for which services were provided as of and from the first day fixed for payment of such charges. Said unpaid charges shall be transferred to the County Treasurer on or before the 1st day of December in each year in which property owners are in arrears in payment of said charges for a period of thirty (30) days or more after the last day fixed for payment of such charges without penalty, and collected as provided in Section 266 of County Law.

Discovery of Non-permitted Connection or Non-Connected User Charges

In the event that a sewer connection is discovered without being permitted or it is determined that a permitted sewer connection was not completed, the District shall issue a bill or reimbursement for the previous three (3) years prior to the discovery, and the charges shall be based on the Method of Computation of User Charges.

Residential Septage

Residential septage accepted at the Elmira Wastewater Treatment Facility will be charged a fee of .06 per gallon, subject to the Sewer Use Law of the County and the Rules and Regulations of this District, and resolution by the Administrative Board as may be required for operation. Sludge, fats, oils, and grease accepted will be charged a fee of .10 per gallon.

New User Sewer Connection Permit Fees

The charges for regulating, permitting, and connecting to a public sanitary sewer within the District are based on average costs incurred by the District for such new connections. The proposed fee schedule for each new connection is as follows:

\$200 per connection - 1 - 2 residential dwelling units

\$350 per connection - 3 - 6 residential dwelling units

\$500 per connection - more than 6 residential dwelling units, non-residential



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution confirming the establishing of a new Scale of Charges for the Chemung County Sewer District No. 1

Resolution #:

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Resolution prescribing manner of holding public hearings and taking appeals by the Administrative Boards of the two Chemung County Sewer Districts in the matter of adopting the Scales of Charges for 2024 was adopted on March 11, 2024 (Res. 24-113) by the Chemung County Legislature.

For an average household that uses 60,000 gallons of water, the following is the annual cost increase based on the proposed rates:

Chemung County Sewer District No. 1 - \$170.94/year (~\$14/month)

Public hearings held March 26, 2024 by the respective Administrative Boards; Scale of Charges effective retroactive to January 1, 2024.

CREATION:

Date/Time:	Department:
3/29/2024 12:52:51 PM	County Executive

APPROVALS:

Date/Time:	Approval:	Department:	
3/29/2024 12:54 PM	Approved	County Executive	
4/11/2024 3:00 PM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
2024 SCALE OF CHARGES - SD1- Proposed.pdf	2024 Scale of Charges - SD1	Cover Memo

STAMP_ITEMNUMB

SCALE OF CHARGES (PROPOSED)

SEWER DISTRICT NO. 1 (SD#1)

Basis for Scale of Charges
County Law Article 5A-Sec. 266
Effective January 1, 2024

User Charges

Customers in SD#1 receive water from one of four sources; Elmira Water Board, Village of Horseheads, Town of Big Flats, or private wells. Except for those on private wells, all consumption is metered.

Basic User Charge = \$390.10 per unit (one unit is 60,000 gallons).

Billing will be based on units of water used, with a "unit" being defined as 60,000 gallons of water. Where water is metered and such figures are available, the charge above the minimum will be based on actual consumption. Where water is not metered, or such figures are not available, cannot be obtained, or are inadequate, a classification system will be used. Each Single-family dwelling entity will be assigned one (1) unit. Commercial and public buildings will be assigned a number of units based on estimated water used, to be determined by DEC Guidelines as per their publication "Standards for Wastewater Treatment" and other information as shall be available.

Customers will be considered small users if they use less than 2.5 units per month or thirty (30) units per year. Such customers will be billed annually. If they are metered, bills will be based on consumption for the nearest available 12 previous months usage. If they are un-metered, bills will be based on their assigned number of units.

Customers deemed large users (more than 2.5 units per month or 30 units per year) will be billed quarterly. If they are metered, bills will be based on the current reading.

Units will be determined to the nearest tenth (.1) for all users. There will be a minimum charge for all customers of two-tenths (.2) units per year or a cost of \$78.02.

An annual charge for residential dwellings using un-metered water (private wells) shall be based upon an estimated 1.0 units of water at \$390.10 per unit for a cost of \$390.10.

Out of District Users

Out of District customers shall be charged at a rate including sewer user charges and Ad valorem charges as established by the Administrative Board which shall not be less than an in District customer for the same use charges and Ad valorem charges.

Terms, Conditions, and Manner of Payments

Payments may be made without penalty within forty-five (45) days after the billing date.

Penalties for Non-Payment

Bills paid more than forty-five (45) days after the billing date will be subject to a penalty of ten percent (10%).

Appeals

Appeals for review of charges shall be submitted in writing to the Executive Director within thirty (30) days of billing date.

Unpaid User Charges – Lien on Real Property

Unpaid charges shall be a lien upon the real property for which services were provided as of and from the first day fixed for payment of such charges. Said unpaid charges shall be transferred to the County Treasurer on or before the 1st day of December in each year in which property owners are in arrears in payment of said charges for a period of thirty (30) days or more after the last day fixed for payment of such charges without penalty, and collected as provided in Section 266 of County Law.

Discovery of Non-permitted Connection or Non-Connected User Charges

In the event that a sewer connection is discovered without being permitted or it is determined that a permitted sewer connection was not completed, the District shall issue a bill or reimbursement for the previous three (3) years prior to the discovery, and the charges shall be based on the Method of Computation of User Charges.

Residential Septage

Residential septage accepted at the Elmira Wastewater Treatment Facility will be charged a fee of .06 per gallon, subject to the Sewer Use Law of the County and the Rules and Regulations of this District, and resolution by the Administrative Board as may be required for operation. Sludge, fats, oils, and grease accepted will be charged a fee of .10 per gallon.

New User Sewer Connection Permit Fees

The charges for regulating, permitting, and connecting to a public sanitary sewer within the District are based on average costs incurred by the District for such new connections. The proposed fee schedule for each new connection is as follows:

\$200 per connection – 1 - 2 residential dwelling units

\$350 per connection – 3 – 6 residential dwelling units

\$500 per connection – more than 6 residential dwelling units, non-residential



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing approval of No Cost Change Orders between the Chemung County Sewer Districts and all Wastewater Treatment Plant Consolidation Project Contracts

Resolution #:

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):


CCSD requests authorization to approve Change Orders between the Sewer Districts and 12 Consolidation Project contracts. The change orders are necessary to replace current EFC Terms and Conditions in these contracts with Equivalency Terms and Conditions required to be eligible to receive a \$25 million BIL (Bipartisan Infrastructure Law) grant and BIL loans. This change is at no cost. It is critical that this be approved quickly to avoid delays in disbursement requests to EFC. The contracts affected are as follows:

Arcadis of New York, Inc. (Res. 21-227)
LDG Engineers & Architects, P.C. (Res. 21-391)
Kimble, Inc. (Res. 22-306)
Matco Electric Corporation (Res. 22-306)
Bothar Construction, LLC (Res. 22-307)
Streeter Associates, Inc. (Res. 22-460)
Jett Industries, Inc. (Res. 22-460)
Hewitt Young Electric, LLC (Res. 22-460)
HMI Mechanical Systems, Inc. (Res. 22-460)
Frey & Campbell, Inc. (Res. 22-460)
Vacri Construction Corporation (Res. 22-564)
Insituform Technologies, LLC (Res. 23-515)

CREATION:			
Date/Time:		Department:	
4/3/2024 1:47:42 PM		County Executive	
APPROVALS:			
Date/Time:	Approval:	Department:	
4/3/2024 1:49 PM	Approved	County Executive	
4/9/2024 9:48 AM	Approved	Legislature Chairman	

STAMP_ITEMNUMB

ATTACHMENTS:

Name:	Description:	Type:
 CO-4A-001.pdf	Change Order No. CO-4A-001	Cover Memo

Change Order No. CO-4A-001

OWNER:	Chemung County Sewer Districts	OWNER'S PROJECT NO.:	RFB-2434
ENGINEER:	Arcadis of New York, Inc.	ENGINEER'S PROJECT NO.:	30067314
CONTRACTOR:	Jett Industries, Inc.	SRF NO.:	C8-6421-06-00
PROJECT:	WWTP Consolidation Project Contract Group 4		
CONTRACT NAME:	Contract 4A: General – Regional WWTP		
DATE ISSUED:	April 16, 2024	EFFECTIVE DATE OF CHANGE ORDER:	April 16, 2024

The Contract is modified as follows upon execution of this Change Order:

Replace the existing Environmental Facilities Corporation's (EFC) Mandatory State Revolving Fund Terms and Conditions, effective November 2021, comprised of 15 pages, and included in Section 00 73 73 of the Contract Documents, with the attached **EFC's Mandatory State Revolving Fund Equivalency Project Terms & Conditions, effective October 2023**.

Approvals and waivers issued by EFC minimize the impact of changing to the Mandatory State Revolving Fund Equivalency Project Terms & Conditions, effective October 2023 as summarized in the attached **Status of EFC Mandatory Terms and Conditions Memo**.

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 114,769,000		Milestones:	See Table, Column 1.
		Substantial Completion:	1170 Days from NTP
		Final Completion:	1350 Days from NTP
Changes from previously approved Change Orders:		Changes from previously approved Change Orders:	
\$ 0.00		Milestones:	See Table, Column 2.
		Substantial Completion:	No Change
		Final Completion:	No Change
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 114,769,000		Milestones:	See Table, Column 3.
		Substantial Completion:	1170 Days from NTP
		Final Completion:	1350 Days from NTP
Increase/Decrease this Change Order:		Increase/Decrease this Change Order:	
\$ 0.00		Milestones:	See Table, Column 4.
		Substantial Completion:	No Change
		Final Completion:	No Change
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 114,769,000		Milestones:	See Table, Column 5.
		Substantial Completion:	1170 Days from NTP
		Final Completion:	1350 Days from NTP

STAMP_ITEMNUMB

RECOMMENDED BY ENGINEER

Arcadis of New York, Inc.

By _____ Date _____

ACCEPTED BY CONTRACTOR

Jett Industries, Inc.

By _____ Date _____

AUTHORIZED BY OWNER

Chemung County

By _____ Date _____

APPROVED BY FUNDING AGENCY

By _____ Date _____

Attachments:

Change in Contract Times Table

Status of EFC Mandatory Terms and Conditions Memo

Mandatory State Revolving Fund Equivalency Project Terms & Conditions, effective October 2023

DRAFT

Change in Contract Times

Change Order No. CO-4A-001



	Column 1.		Column 2.	Column 3.		Column 4.	Column 5.	
Milestone	Original Contract Times		Changes from Previously Approved Change Orders	Contract Times Prior to this Change Order		Increase/ Decrease for this Change Order	Contract Times with all Approved Change Orders	
	Days	Date	Days	Days	Date	Days	Days	Date
Milestone 2: SD1 Lift Station	480	March 25, 2024	0	480	March 25, 2024	0	480	March 25, 2024
Milestone 3: Trickling Filters Phase 1	520	May 4, 2024	0	520	May 4, 2024	0	520	May 4, 2024
Milestone 4: UV Disinfection	540	May 24, 2024	0	540	May 24, 2024	0	540	May 24, 2024
Substantial Completion	1170	February 13, 2026	0	1170	February 13, 2026	0	1170	February 13, 2026
Final Completion	1350	August 12, 2026	0	1350	August 12, 2026	0	1350	August 12, 2026

Contract Dates based on Notice to Proceed (NTP), Day 0 December 1, 2022

STAMP_ITEMNUMBER

Status of EFC Mandatory Terms and Conditions Memo

Chemung County was awarded additional federal funding in 2023 for the Chemung County Sewer Districts (CCSD) Wastewater Treatment Plant Consolidation Program to upgrade and consolidate the County's two wastewater treatment plants. The funding comes from the Bipartisan Infrastructure Law (BIL) and New York's Water Infrastructure Improvement Act (WIIA) grant program and includes:

- Award \$25 million of additional grant.
- Over \$75 million of short-term interest-free financing.
- Another \$75 million of short-term market-rate financing.
- Approximately \$22 million of long-term interest-free financing.

This funding is critical to minimize the impact of the program on County Financing and CCSD's ratepayers.

The New York State Environmental Facilities Corporation (EFC), who administers the funding, requires a Change Order be issued for each active construction contract to replace the existing "Mandatory State Revolving Fund Terms & Conditions," effective November 2021 (2021 Conditions) with the "Mandatory State Revolving Fund Equivalency Project Terms & Conditions", effective October 2023 (2023 Equivalency Conditions). The 2021 Conditions were included in Section 00 73 73 of the construction contract consistent with EFC requirements when the construction contracts were bid and awarded.

Approvals and waivers issued by EFC minimize the impact of change to the 2023 Equivalency Conditions on the existing construction contracts. Additional information on the changes included in the 2023 Equivalency Conditions, including existing approvals waivers that apply, are described below:

- Section 1: Federal Architectural & Engineering Procurement Requirements – The 2023 Equivalency Conditions include this new section. This new section applies to Architectural and Engineering (A/E) services procured directly by Chemung County as the funding recipient and does not apply to the construction contractors or any of their subcontractors or suppliers.
- Section 2: Disadvantaged Business Enterprises (DBE) – This section replaces Section 1 of the 2021 Conditions. It requires compliance with Federal Disadvantaged Business Enterprise (DBE) requirements. Contracts 1A, 1B, 4A, 4C, 4D, 4E, 5A, and 5B have obtained a full or partial DBE waiver for these requirements and are already in full compliance with the federal DBE requirements as well as the with the New York State Certified Minority and Women Owned Business Enterprises (MWBE) included in the 2021 Conditions. Despite these requirements switching for EFC's purposes, the County still has MWBE requirements with other funding sources on this project. Each contractor will continue reporting on both MWBE and DBE subcontractors through the monthly report form used to date.
- Section 3: Build America, Buy America (BABA) Act Requirements and American Iron and Steel (AIS) Requirements. The 2023 Equivalency Conditions adds compliance with BABA to the requirement for AIS that was included in the 2021 Conditions. EFC issued a notice to Chemung County that the BABA requirements are waived for this project. Consistent with the first paragraph under Section 3.I. BABA requirements, "The requirements on this subsection shall not apply to CWSRF or DWSRF Contracts or Subcontracts which have been notified by EFC that they are waived." As a result, these requirements will have no impact on any contractors. The

Status of EFC Mandatory Terms and Conditions Memo

waiver is only for BABA (Section 3.I.). AIS requirements (Section 3.II), which are the same as those included in the 2021 Conditions, still apply to the construction contracts.

- Section 4: Davis-Bacon (DB) Prevailing Wage Requirements. Section 4 of the 2023 Equivalency Conditions remains the same as Section 4 of the 2021 Conditions that it replaces.
- Section 5: Requirements Regarding Suspension and Debarment. Section 5 of the 2023 Equivalency Conditions remains the same as Section 5 of the 2021 Conditions that it replaces.
- Section 6: Restrictions on Lobbying. Section 6 of the 2023 Equivalency Conditions remains the same as Section 6 of the 2021 Conditions that it replaces.
- Section 7: Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. This new section in the 2023 Equivalency Conditions prohibits the use of “covered telecommunications equipment or services”. Arcadis is not aware of any telecommunications or video equipment specified or approved for use on this project that is considered “covered telecommunications equipment or services” under Public Law 115-232, Section 889. Based on this understanding, adding Section 7 will have no impact on this project.
- Section 8: Construction Signs. Section 8 requires a construction sign for the project. Arcadis has provided the required sign. No change to any of the construction contracts is required for this change.



Mandatory State Revolving Fund Equivalency Project Terms and Conditions

**For Equivalency Projects Funded with NYS Clean Water State
Revolving Fund or Drinking Water State Revolving Fund**

Identify Contract Type prior to Advertisement for Bid:

☐ **Construction**

- ☐ **Treatment Works and Drinking Water Projects**
- ☐ **Non-Treatment Works**

☐ **Non-Construction**

Effective October 1, 2023

**New York State Environmental Facilities Corporation
625 Broadway, Albany, NY 12207-2997
P: (518) 402-6924
www.efc.ny.gov**

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INTRODUCTION

The terms and conditions below must be incorporated verbatim into contracts receiving SRF financial assistance. Additional information relating to each of the requirements is included in the companion guidance document.

REQUIRED CONTRACT LANGUAGE

COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

Broker means a firm that does not itself perform, manage or supervise the work of its contract or subcontract in a manner consistent with the normal business practices for contractors or subcontractors in its line of business.

Construction means the process by which a contractor or subcontractor builds, alters, repairs, remodels, improves or demolishes infrastructure.

Contract means an agreement between a Recipient and a Contractor.

Contractor means all bidders, prime contractors, non-construction service providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

Equivalency means projects in the amount equal to the funds "directly made available" by an Environmental Protection Agency (EPA) Capitalization Grant and funding for those projects is considered federal funds, or federal financial assistance. The Equivalency designation is indicated in the Intended Use Plan.

Manufactured products means articles, materials, or supplies that have been processed into a specific form and shape or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. If an item is classified under Build America, Buy America as an iron or steel product, a construction material, or a section 70917(c) material under 2 CFR § 184.4(e), then it is not a manufactured product.

Manufacturer means a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

MBO is designated and employed by the Recipient as a Minority Business or Compliance Officer responsible for MWBE/DBE/SDVOB/EEO reporting and compliance.

Non-Construction Provider means any individual or business enterprise that provides one or more of the following: legal, engineering, financial advisory, technical, or other professional services, supplies, commodities, equipment, materials, or travel.

Recipient means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due thereunder are being paid in whole or in part. Responsible through Project Finance Agreement (PFA) to comply with EFC requirements.

State means the State of New York.

Subcontract means an agreement between a Contractor and a Subcontractor.

Subcontractor means any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Contractor.

Supplier means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

Treatment Works is defined in Clean Water Act (CWA) Section 212, this does not include nonpoint source projects as defined in CWA Section 319 and estuary management program projects as defined in CWA Section 320.

SECTION 1 FEDERAL ARCHITECTURAL AND ENGINEERING PROCUREMENT REQUIREMENTS

Any Architectural and Engineering (A/E) services for all Clean Water State Revolving Fund (CWSRF) projects and for Drinking Water State Revolving Fund (DWSRF) projects receiving federal grant are required to be procured in compliance with 40 USC 1101 et. seq., and 48 CFR Part 36 Subpart 36.6. The Recipient must certify compliance to receive financing. Disregard this section if it does not apply to this Contract.

SECTION 2 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR FEDERAL DISADVANTAGED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR WOMEN AND MINORITY GROUP MEMBERS

The Equal Employment Opportunities requirements of this section apply to all Contracts and Subcontracts, with the exception of: (1) the requirements under Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A which apply only to construction Contracts and Subcontracts; and (2) the Federal Affirmative Action Regulations requirements which apply only to construction Contracts and Subcontracts greater than \$10,000.

The Disadvantaged Business Enterprises ("DBE") requirements of this section apply to construction, equipment, services, and/or supplies Contracts.

I. General Provisions

A. Contractors and Subcontractors are required to comply with the following provisions:

1. 40 CFR Part 33 ("Federal DBE Regulations") for contracts under EPA financial assistance agreements, as those terms are defined therein.
2. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.
3. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A ("Title VII") for construction contracts related to any government programs providing federal financial assistance, as those terms are defined therein.
4. 41 CFR Part 60-4 ("Federal Affirmative Action Regulations") for federal or federally assisted construction contracts in excess of \$10,000, as those terms are defined therein.
5. Section 504 of the Rehabilitation Act of 1973 ("Section 504") for any program or activity receiving federal financial assistance, as those terms are defined therein.

6. The Age Discrimination Act of 1975 ("Age Discrimination Act") for any program or activity receiving federal financial assistance, as those terms are defined therein.
 7. Section 13 of the Federal Water Pollution Control Act ("Clean Water Act") Amendments of 1972 ("Section 13") for any program or activity receiving federal financial assistance under the Clean Water Act, as those terms are defined therein.
- B. Upon request from the Recipient and/or EFC, Contractor will provide complete responses to inquiries and all DBE and EEO records available within a reasonable time or as otherwise determined by EFC.
 - C. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions or enforcement proceedings as allowed by the Contract.
 - D. If any terms or provisions herein conflict with Federal DBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.
 - E. The Contractor and Subcontractor shall not discriminate on the basis of race, color, national origin, age, disability, or sex in the performance of this Contract. The Contractor and Subcontractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor and Subcontractor to carry out these requirements is a material breach of this Contract which may result in the termination of this Contract or other legally available remedies.

II. Equal Employment Opportunities (EEO)

- A. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.
- B. For federally assisted construction Contracts, the Contractor and Subcontractor will comply with the requirements of 41 CFR § 60-1.4(b) and (c), and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor and Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- C. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Title VII, the Federal Affirmative Action Regulations, Section 504, Age Discrimination Act, Section 13, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- D. Pursuant to 41 CFR § 60-1.7 for federally assisted construction Contracts, Contractor and Subcontractor will annually file an EEO-1 Report with the Joint Reporting Committee for the Office of Federal Contract Compliance Programs (OFCCP) and the Equal Employment Opportunity Commission (EEOC) according to the instructions provided at

<https://www.eeoc.gov/employers/eeo-1-survey/eeo-1-instruction-booklet>, if Contractor or Subcontractor:

1. Is not exempt from compliance pursuant to 41 CFR § 60-1.5;
 2. Has 50 or more employees;
 3. Is a prime Contractor or first tier Subcontractor; or Subcontractor below the first tier which performs construction work at the site of construction; and
 4. Has a Contract, Subcontract, or purchase order amounting to \$50,000 or more.
- E. Pursuant to 40 CFR § 7.95, the Contractor shall display a copy of the EEO notice at the project site in a visible location. The notice shall accommodate individuals with impaired vision or hearing and should be provided in languages other than English where appropriate. The notice must also identify the employee responsible for its EEO compliance. See guidance document for sample notice.
- F. For federal or federally assisted construction contracts in excess of \$10,000, the Contractor and Subcontractor will comply with the Affirmative Action Regulations and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor place affirmative action goals on Contracts and Subcontracts, as established by the United States Department of Labor. See guidance document for goals.
- G. The Contractor will include the provisions of Subdivisions II(A) and II(B) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

III. Good Faith Efforts and Fair Share Objectives for DBEs

- A. Fair Share Objectives for this Contract are 20%
- B. Good Faith Efforts

Pursuant to 40 CFR § 33.301, the Contractor must demonstrate and document “good faith efforts” to provide meaningful participation by DBEs as Subcontractors or Suppliers in the performance of the Contract.

1. For purposes of demonstrating good faith efforts and achieving the fair share objectives established herein, the Contractor should seek out the participation of the following certified entities:
 - a. DBEs certified by the Small Business Administration (SBA), directory available at: https://web.sba.gov/pro-net/search/dsp_dsbs.cfm
 - b. DBEs certified by state DOTs on behalf of the United States Department of Transportation (USDOT), directories by state available at <https://www.transportation.gov/DBE%20State%20Websites>, including:
 - c. DBEs certified in New York State: <https://nysucp.newnycontracts.com/>
 - i. DBEs certified in New Jersey: <https://njucp.dbesystem.com/>
 - ii. DBEs certified in Connecticut: https://biznet.ct.gov/DOT_DBE/dbesearch.aspx
2. Participation of Brokers and Truckers/Haulers
 - a. Contractors cannot count the participation of a DBE who acts as a Broker or passive conduit of funds without performing, managing, or supervising the work of its contract or subcontract in a manner consistent with normal business practices. If 50% or more of the total dollar amount of a DBE's prime contract or subcontract is subcontracted to a non-DBE, the DBE prime contractor or subcontractor will be presumed to be a Broker.
 - b. Contractors may count the participation of a DBE trucker/hauler only if the trucker/hauler is performing a “commercially useful function,” according to the following factors:

- i. The DBE must be responsible for the management and supervision of the entire trucking/hauling operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE objectives.
- ii. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

C. DBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted a completed copy of the EFC DBE Utilization Plan with all required bid forms to the MBO no later than the execution date of this Contract.
2. The Contractor agrees to use such DBE Utilization Plan for the performance of DBEs on the Contract.
3. The Contractor further agrees that a failure to submit and/or use such DBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.
4. The Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the MBO. The Contractor shall indicate the changes to the Recipient in the Quarterly Report immediately following the change. See Section III(E), *Quarterly Report*. At EFC's discretion, an updated DBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a change order is executed the change order and supporting documentation should be submitted to the MBO and a revised Utilization Plan may be required at EFC's discretion.
5. The Contractor shall submit copies of all fully executed subcontracts, agreements, and purchase orders that are referred to in the DBE Utilization Plan to the MBO within 30 days of their execution.

D. Submission of Good Faith Effort Documentation

1. If the Contractor, after making good faith efforts, is unable to meet the DBE fair share objectives, the Contractor must submit documentation showing good faith efforts made by the Contractor to meet the fair share objectives. Such documentation should be submitted to the MBO in accordance with the instructions on the DBE Utilization Plan.
2. If the MBO, upon review of the DBE Utilization Plan and updated Quarterly Reports determines that the Contractor is failing or refusing to comply with the good faith effort requirements or that the good faith efforts are not in the requested format, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within a reasonable time and provide documentation showing good faith efforts as requested.

E. Quarterly Report

1. The Contractor agrees to submit a Quarterly Report to the MBO by the fifteenth business day following the end of each calendar quarter over the term of this Contract documenting the payments made and the progress towards achievement of the DBE fair share objectives of the Contract. The Quarterly Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Quarterly Report must reflect all Utilization Plan revisions, final adjusted payments to subcontractors, and all change orders and be marked as "final".

2. The Contractor agrees to submit any other information as may be requested by the MBO or EFC during the term of the Contract as needed to assist EFC for completion of federal reporting to EPA.

F. Other Requirements

1. All contracts shall comply with the contract administration requirements outlined at 40 CFR 33.302.
2. Contractor and Subcontractors shall assist EFC and the Recipient as necessary with complying with the recordkeeping and reporting requirements outlined at 40 CFR Part 33 Subpart E.

SECTION 3 BUILD AMERICA, BUY AMERICA (BABA) ACT AND AMERICAN IRON AND STEEL (AIS) REQUIREMENTS

Applicable to all contracts for DWSRF or CWSRF Treatment Works projects.

I. BABA Requirements

The requirements of this subsection shall not apply to CWSRF or DWSRF Contracts or Subcontracts which have been notified by EFC they are waived pursuant to the Build America, Buy America Act, Pub .L. No. 117-58, section 70914, and 2 CFR Part 184, including, but not limited to, the Adjustment Period Waiver for CWSRF and DWSRF projects that initiated project design planning prior to May 14, 2022. Disregard this subsection if the Contract or Subcontract is eligible for such a waiver, however, note that Subsection II below on AIS Requirements still applies.

If such Contracts or Subcontracts are not eligible for such a waiver, then the DWSRF or CWSRF Contract or Subcontract shall be subject to the Build America, Buy America Act, and the regulations promulgated thereafter (Pub. L. No. 117-58, §§ 70901-70953, and 2 CFR Part 184), which requires, among other things, that no SRF funds “may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”

The Contractor shall submit with their bid or proposal documents an executed BABA Contractor’s Certification on the form attached hereto as [Attachment 2](#) acknowledging to and for the benefit of the Recipient of the Clean Water State Revolving Fund (“CWSRF”) or the Drinking Water State Revolving Fund (“DWSRF”) financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation (“EFC”) through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron, steel, manufactured products, and construction materials used in the project be produced in the United States (“BABA Requirement”) including iron, steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

- (a) the Contractor has reviewed and understands the BABA Requirement,
- (b) all of the iron, steel, manufactured products, and construction materials covered by the BABA Requirement incorporated in the project will be and/or have been produced in the United States in a manner that complies with the BABA Requirement, unless a waiver of the requirement is approved, and
- (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the BABA Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by

the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the EFC.

II. AIS Requirements

The requirements of this section apply to (1) all contracts for which Part 1 of this section does not apply, (2) all Construction Contracts and Subcontracts for DWSRF projects and CWSRF Treatment Works projects and (3) all contracts for the purchase of iron and steel products for a DWSRF project or CWSRF Treatment Works project. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor shall submit with their bid or proposal documents an executed AIS Contractors Certification on the form attached hereto as [Attachment 3](#) acknowledging to and for the benefit of the Recipient of the Clean Water State Revolving Fund ("CWSRF") or the Drinking Water State Revolving Fund ("DWSRF") financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation ("EFC") through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

- (a) the Contractor has reviewed and understands the American Iron and Steel Requirement,
- (b) all of the iron and steel products covered by the American Iron and Steel Requirement incorporated in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and
- (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the EFC.

SECTION 4 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

The requirements of this section apply to all Construction Contracts and Subcontracts greater than \$2,000 for either DWSRF projects or CWSRF Treatment Works projects. Disregard this section if it does not apply to this Contract or Subcontract.

For Contracts in Excess of \$2,000:

1. Minimum Wages

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The Davis-Bacon poster (WH-1321) can be found at <https://www.dol.gov/whd/regs/compliance/posters/davis.htm>. Wage determinations may be obtained from the US Department of Labor's website, <https://sam.gov/content/wage-determinations>.

- (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
2. The classification is utilized in the area by the construction industry; and,
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of

receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1) (ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

2. Withholding. The Recipient shall upon its own action or upon written request of the EPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Recipient. Such documentation shall be available on request of EFC or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to EFC indicating whether or not the project is in compliance with the requirements of 29 CFR § 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls submitted shall set out accurately and completely all of the information

required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/forms> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient, for transmission to EFC, EPA if requested by EPA, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5(a)(3)(i), and that such information is correct and complete;
2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or Subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Recipient, EFC, EPA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Recipient, EFC, or EPA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90

days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (10) and such other clauses as the Recipient may by appropriate

instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment. A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR § 5.12.
8. Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.
9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Recipient, the U.S. Department of Labor, or the employees or their representatives.
10. Certification of eligibility.
 - (i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

For Contracts in Excess of \$100,000:

1. Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
5. In any Contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Recipient and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

SECTION 5 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

In addition, the Contractor and any Subcontractors have not been debarred from or deemed ineligible for Government contracts or federally assisted Construction contracts pursuant to Executive Order 12549.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

SECTION 6 RESTRICTIONS ON LOBBYING

The requirements of this section apply to all Contracts and Subcontracts greater than \$100,000. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor and any Subcontractor bidding or proposing a Contract or Subcontract in excess of \$100,000 shall submit with their bid or proposal documents an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as [Attachment 4](#), consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

SECTION 7 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

The requirements of this section apply to all Contracts and Subcontracts.

This prohibition is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020.

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs (Recipients), are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). EPA funds may not be used to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
 - (1) Procure or obtain, extend or renew a contract to procure or obtain;
 - (2) Enter into a contract (or extend or renew a contract) to procure; or
 - (3) Obtain the equipment, services, or systems.

Contractors and Subcontractors shall not procure or install prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, that are recorded in the System for Award Management exclusion list located at <https://sam.gov/SAM/>.

SECTION 8 CONSTRUCTION SIGNS

The requirements of this section apply to all EFC projects. Specific federal Bipartisan Infrastructure Law (BIL) signage is required for projects receiving financing from BIL.

If Contractor is expected to provide and install an EFC or BIL Construction Sign, a specification will be included in the enclosed contract documents.

ATTACHMENTS (Required Forms)

Attachment 1 – EFC DBE Utilization Plan



Environmental Facilities Corporation

NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan

Instructions for Contractors & Service Providers:

Contractors and Service Providers must complete Sections 2 and 3. **Submit the completed, signed (electronic signature box checked and dated) form to the Recipient's Minority Business Officer (MBO) no later than the date of contract execution.** Incomplete forms will be found deficient. If more than 10 subcontractors are used, additional pages for Section 3 can be obtained from EFC.

If the prime contract is being performed by the parties to a Joint Venture, Teaming Agreement, or Mentor-Protégé Agreement that includes a certified DBE, please contact EFC for assistance.

DBEs on this form may include disadvantaged firms certified by the [New York State Unified Certification Program \(NYSUCP\)](#), and disadvantaged firms certified by the Small Business Administration. In addition, the participation of DBEs will be credited according to the following requirements:

- Contractors cannot count the participation of a DBE who acts as a broker or passive conduit of funds without performing, managing, or supervising the work of its contract or subcontract in a manner consistent with normal business practices. If 50% or more of the total dollar amount of a DBE's prime contract or subcontract is subcontracted to a non-DBE, the DBE prime contractor or subcontractor will be presumed to be a broker.
- Contractors may count the participation of a DBE trucker/hauler only if the trucker/hauler is performing a "commercially useful function," according to the following factors:
 - The DBE must be responsible for the management and supervision of the entire trucking/hauling operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE objectives.
 - The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

See the [Mandatory Equivalency Terms and Conditions](#) or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. Email the completed, signed (electronic signature box checked and dated) form to your EFC Program Compliance Specialist.

The subject heading of the email to the EFC Program Compliance Specialist should follow the format "UP, Project Number, Contractor." EFC will review the Utilization Plan and email the MBO an acceptance or denial.

If the Utilization Plan will not meet or exceed the DBE fair share objective, then the good faith effort documentation noted in Section 4 must be submitted with this form.

STAMP_ITEMNUMBER

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

SECTION 1: MUNICIPAL INFORMATION			
Recipient/Municipality:		County:	
Project No.:	Contract ID:	Registration No. (NYC only):	
Minority Business Officer:	Email:	Phone #:	
Address of MBO:			
Electronic Signature of MBO: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			Date:

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION				
Firm Name:			Contract Type: <input type="checkbox"/> Construction <input type="checkbox"/> Other Services	
Is the Prime Firm certified as a DBE? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please include Prime information in Section 3.				
Address:		Phone #:	Fed. Employer ID #:	
Description of Work:			Email:	
Award Date:	Start Date:	Completion Date:	DBE Fair Share Objective	PROPOSED DBE Participation
Total Contract Amount: \$ DBE Eligible Contract Amount: \$ (DBE Fair Share Objectives are applied to this amount and includes all change orders, amendments, & specialty waivers)			Total: 20% \$	Total: % \$
If fair share objectives are not met, documentation must be attached: <input type="checkbox"/> No Participation <input type="checkbox"/> Short of the DBE Fair Share Objective				
<input type="checkbox"/> Specialty Equipment/Services: must be of SIGNIFICANT cost – attach list of cost and type of equipment and good faith effort documentation				

STAMP_ITEMNUMBER

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

SECTION 3: DBE SUBCONTRACTOR INFORMATION			
This Submittal is:	<input type="checkbox"/> The First/Original Utilization Plan <input type="checkbox"/> Revised Utilization Plan #:		
DBE Subcontractor Information		Contract Amount	For EFC Use:
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		

STAMP_ITEMNUMBER

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

SECTION 3: DBE SUBCONTRACTOR INFORMATION continued			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		

STAMP_ITEMNUMBER

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

SECTION 4: GOOD FAITH EFFORT DOCUMENTATION

Utilization Plans that do not meet the Fair Share Objective must be accompanied by the documentation requested in numbers 1 – 7, as listed below. Specialty Equipment Exclusion requests must be accompanied by the documentation requested in number 8 – 12, as listed below. Specialty Services Exclusion requests must be accompanied by the documentation requested in number 13, as listed below. Please contact the MBO and/or EFC for assistance or to request sample documentation.

Provide the following:

1. A letter of explanation detailing the scope of work, DBE search results, and results of good faith efforts that were made.
2. A scope of work that shows what subcontracting opportunities are in the contract. This could be an engineering proposal, schedule of values, or other similar documents.
3. Screenshots of search results (using commodity codes) from [DBE Directories](#) of all certified DBEs that were solicited for purposes of complying with your DBE fair share objective. Each search should be saved as an individual file.
4. [A log of solicitation results](#), consisting of the list of DBE firms solicited for the contract and the outcome of the solicitations. The log should be broken out into separate areas for each task that is solicited (e.g., trucking, materials, electricians). The log should show that each firm was contacted twice by two different methods (e.g., email and phone); who was spoken to; what was said; and the final outcome of the solicitation.
5. List of the general circulation, trade association, and DBE oriented publications and dates of publication soliciting for certified DBE participation as a subcontractor/supplier and copies of such solicitations.
6. Description of the negotiations between the contractor and certified DBEs for the purposes of complying with the DBE goals of this contract.
7. Any other information deemed relevant to the request.

EFC and the MBO reserve the right to request additional information and/or documentation.

Documentation for Requests for Specialty Equipment Exclusions:

8. A letter of explanation containing information about the equipment, why the equipment is specialty and why no DBE firms could be utilized to provide the equipment.
9. Copies of the appropriate pages of the technical specification related to the equipment showing the choices for manufacturers or other information that limits the choice of vendor.
10. Letter, email, or screenshot of website from the manufacturer listing their distributors in NYS and the locations.
11. Screenshots of DBE Directory searches for the manufacturer and distributor showing that they are not found in the Directory.
12. An invoice or executed purchase order showing the value of the equipment.

~~STAMP_ITEMNUMBER~~

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

Documentation for Requests for Specialty Service Exclusions:

13. A letter of explanation containing information about the scope of work and why no DBE firms could be subcontracted to provide that service.

SIGNATURE

Electronic Signature of Contractor: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all DBE subcontractors will participate in subcontracts in accordance with the requirements of 40 CFR Part 33.

Name (Please Type):

Date:

STAMP_ITEMNUMBER

Attachment 2 – BABA Contractor’s Certification



Environmental Facilities Corporation

BABA CONTRACTOR CERTIFICATION

FOR EQUIVALENCY CONSTRUCTION CONTRACTS PAID FOR WITH FUNDS THROUGH
THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS
OR

THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title: _____

Contractor's Name: _____

Contract ID: _____

SRF Project No.: _____

SRF Recipient Name: _____

I certify that all iron and steel, manufactured products and construction materials permanently incorporated into the project under this construction contract will be and/or have been produced in the United States, in accordance with the requirements of the United States Environmental Protection Agency and Pub. L. No. 117-58 and any regulations promulgated thereunder. I will develop and maintain the necessary documentation to demonstrate that the applicable products permanently incorporated into the project were produced in the United States and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature: _____

Name (print): _____

Title: _____

Date: _____

STAMP_ITEMNUMB

Attachment 3 – AIS Contractor’s Certification



Environmental Facilities Corporation

AIS CONTRACTOR CERTIFICATION
FOR CONSTRUCTION CONTRACTS FUNDED THROUGH
THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS
OR
THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title: _____

Contractor's Name: _____

Contract ID: _____

SRF Project No.: _____

SRF Recipient Name: _____

I certify that the iron and steel products permanently incorporated into the public water system or wastewater treatment works project under this construction contract will be and/or have been produced in the United States, in accordance with the requirements of the United States Environmental Protection Agency and 33 U.S.C. § 1388, 42 U.S.C. § 300j-12(a)(4) and any regulations promulgated thereunder. I will develop and maintain necessary documentation to demonstrate that the iron and steel products permanently incorporated into the project were produced in the United States, and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature: _____

Name (print): _____

Title: _____

Date: _____

STAMP_ITEMNUMB

Attachment 4 – Lobbying Certification



Environmental Facilities Corporation

**New York State Environmental Facilities Corporation
CERTIFICATION REGARDING LOBBYING
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR Part 34**

SRF Project No.: _____
Recipient: _____
Project Description: _____

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____
Name: _____
Title: _____
Company Name: _____
Date: _____
Contract ID: _____

Section 01 58 00 Specification for New York State Environmental Facilities Corporation Financing Signage

PART 1 GENERAL

1.1 SUMMARY

- A. This specification covers the fabrication and installation of a construction sign for facilities receiving funding from the New York State Environmental Facilities Corporation (EFC) through the Clean Water State Revolving Fund (CWSRF), Drinking Water State Revolving Fund (DWSRF), New York State Water Infrastructure Improvement (WIIA) or Intermunicipal Grants (IMG) programs, Green Innovation Grant Program (GIGP), or Overflow and Stormwater Grants (OSG). Facilities receiving CWSRF or DWSRF funds made available through the federal Bipartisan Infrastructure Law (BIL) are required to post an additional BIL specific sign. See <https://www.epa.gov/invest/investing-america-signage>

1.2 RELATED SECTIONS

- A. None

1.3 SUBMITTALS

- A. Shop Drawings: In compliance with direction from the Owner, the Contractor shall prepare and submit a site plan and mock-up of temporary project signs.

PART 2 PRODUCTS

2.1 GENERAL

- A. The sign(s) shall be fabricated and erected within 21 days following the notice to proceed on the first contract at the facility and shall be maintained by site Contractors, as directed by the Owner, until final construction completion for all funded projects at the facility.
- B. For facilities with funding from multiple sources, the logos outlined below must be included on a single project sign including the text "Funded by", as approved by the funding agencies.

- C. There should be one project sign unless the facility is receiving CWSRF or DWSRF funds made available through BIL. If the project has multiple locations, one project sign centrally located as directed by the Owner is acceptable.

If project is receiving funds made available through BIL:
Facilities must also place a 72" (w) x 48" (h) Bipartisan Infrastructure Law sign. <https://www.epa.gov/system/files/documents/2023-04/WHITE%20Background%20Bipartisan%20Infrastructure%20Law%20Signage.pdf>

- D. The attached EFC Project Sign Schematic aligning with funding anticipated for this project shall be used when no other sign exists.

2.2 MATERIALS AND FABRICATION

- A. Sign Panel: The sign panel shall be constructed of 3/4" minimum thickness marine plywood rabbeted into a 2"x4" lumber frame or other such materials capable of withstanding typical weather conditions common to the project area. Use of recycled or recovered materials is encouraged.
- B. Fasteners: All fasteners used in the fabrication of the sign shall be rust-proof.
- C. Sign Supports: The sign shall be adequately supported and braced to remain in the proper positioning and alignment, including resistance to wind loads and toppling of the sign.
- E. Coating: All paint or exterior coverings used shall be exterior grade coating suitable for use on wood or the material of construction. The sign face background and sign back shall be white and consist of a minimum two coats of paint.
- F. Lettering and Emblem: The sign shall include the following logos in an aspect ratio consistent with other lettering on the sign but not less than a height of 2.0".
1. The EFC logo available at <https://efc.ny.gov/efc-logo-pdf>
 2. For DWSRF, DW WIIA, or DW IMG projects: The New York State Department of Health (DOH) logo available at <https://efc.ny.gov/efc-doh-logo>
 3. For CWSRF, OSG, and DWSRF projects: The EPA logo available at <https://efc.ny.gov/epa-logo>, consistent with the EPA

Logo & Seal Specifications for Signage Produced by EPA Assistance Agreement Recipients as outlined in https://www.epa.gov/sites/default/files/2015-01/documents/epa_logo_seal_specifications_for_infrastructure_grants.pdf

4. For CWSRF projects incorporate the following language:

This project is jointly funded by the New York State Clean Water State Revolving Fund and the U.S. Environmental Protection Agency. The CWSRF is administered by the New York State Environmental Facilities Corporation

5. For DWSRF projects incorporate the following language:

This project is jointly funded by the New York State Drinking Water State Revolving Fund and the U.S. Environmental Protection Agency. The DWSRF is administered by the New York State Environmental Facilities Corporation with its partner the New York State Department of Health

PART 3 EXECUTION

3.1 INSTALLATION

- A. The project sign shall be erected in the location and alignment, as directed by the Engineer or the Owner, with the bottom of the sign panel a minimum of five feet above existing grade.

3.2 MAINTENANCE

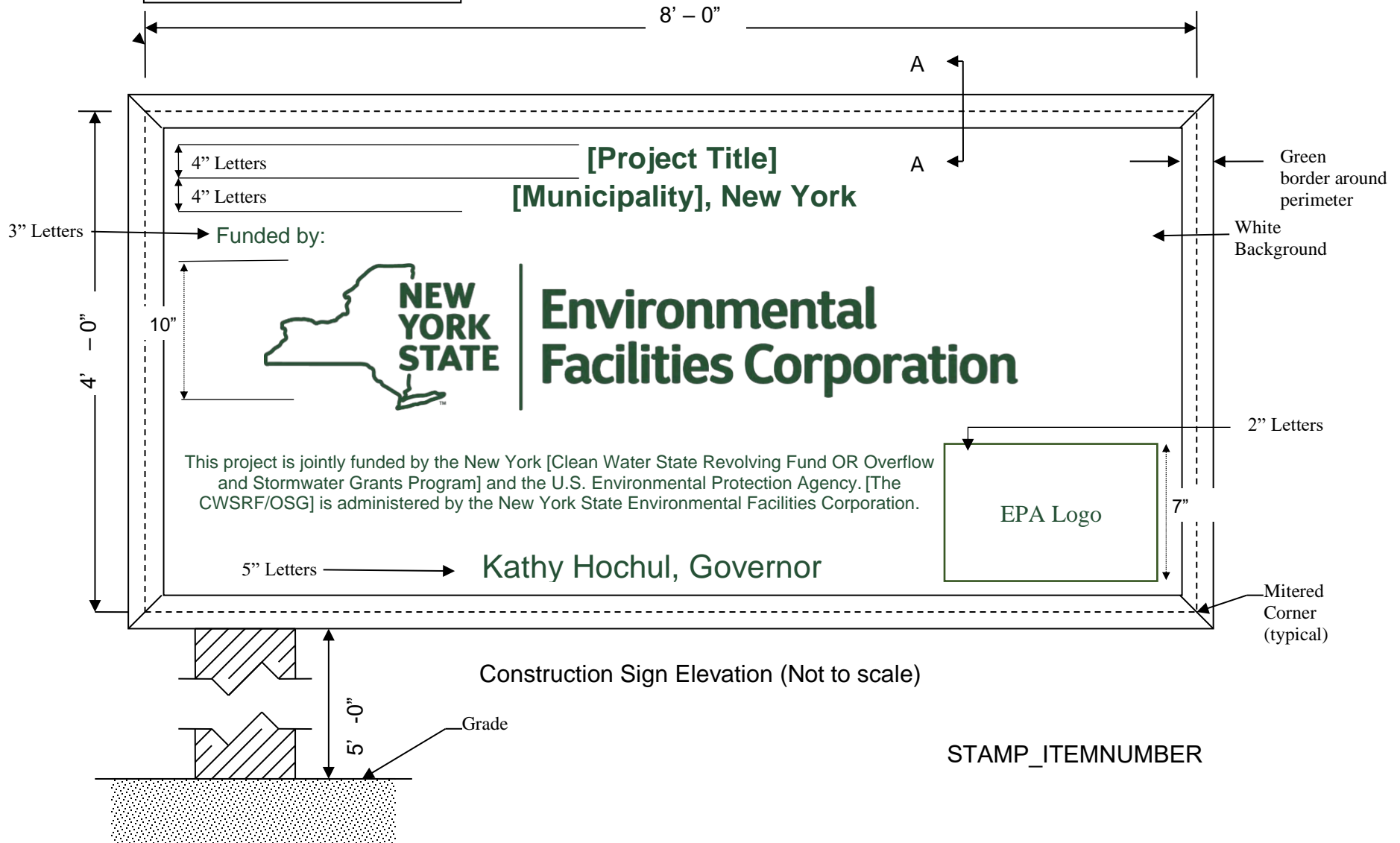
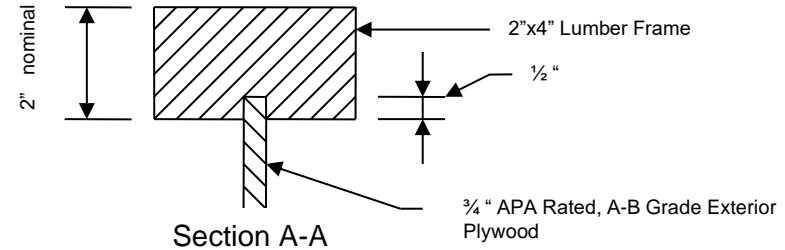
- A. The Contractor shall provide all materials required to maintain the sign in good condition throughout the duration of the work.
- B. Upon notification of the Owner, the Contractor shall remove the sign from the construction site.

End of Section

EFC CONSTRUCTION SIGN SCHEMATIC: CWSRF, GIGP or OSG

Note: All lettering shall be green based on the color specifications listed at right, except as noted. Font shall be Arial. Spacing between lines shall be 1" except as noted.

PANTONE
350 C
CMYK 80/21/79/64
RGB 44/82/52
HEX #2C5234



PROJECT FUNDED BY

**President Joe Biden's
Bipartisan
Infrastructure Law**

**INVESTING IN
AMERICA**



STAMP_ITEMNUMBER



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Chemung County Elmira Sewer District to submit revised County Law Sec 268 Application to the Office of the State Comptroller

Resolution #:

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

This agenda item respectfully requests approval to submit a revised Section 268 application for The Elmira Sewer District to the Office of the State Comptroller. The purpose of the application is to receive approval from the State Comptroller to increase the cost per average household due to the upcoming Wastewater Treatment Plant Consolidation project. State Comptroller approval is necessary since the cost of the project is over the threshold of \$11 for average estimated increased cost to the typical property for sewer improvements. In order to obtain financing for the project and to issue debt, OSC approval is necessary. An application was submitted in 2022 for a total project cost of \$235 million but a revised application needs to be submitted for approval on the estimated project cost increase to \$275 million.

CREATION:			
Date/Time:		Department:	
4/5/2024 2:32:22 PM		County Executive	
APPROVALS:			
Date/Time:	Approval:	Department:	
4/5/2024 2:34 PM	Approved	County Executive	
4/9/2024 9:54 AM	Approved	Legislature Chairman	

ATTACHMENTS:		
Name:	Description:	Type:
No Attachments Available		



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Purchase Agreement with Gillig, LLC on behalf of the Chemung County Planning Department and the Chemung County Transit Board

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

The Chemung County Transit Board has recommended that the county enter into an agreement with Gillig LLC on behalf of Chemung County Transit to purchase five low-floor transit buses at a total cost of \$2,692,915. Federal share \$1,993,748, State share \$449,948.50, and local share \$249,218.50 under the Commonwealth of Virginia IFB 6447.

Vendor/Provider Gillig LLC

Term 05/01/24-12/31/25 Total Amount \$2,692,915 Prior Amount

Local Share \$249,218.50 State Share \$449,948.50 Federal Share \$1,993,748

Project Yes Funds are in Budgeted? Account #

CREATION:

Date/Time:	Department:
4/1/2024 1:36:57 PM	County Executive

APPROVALS:

Date/Time:	Approval:	Department:	
4/1/2024 1:43 PM	Approved	County Executive	
4/9/2024 9:28 AM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
ELMIRA_NY_5-29_BRT_DIESEL_BUSES_off_State_of_Virginia_IFB_6447_3-29-24.pdf	5-29' Brt Diesel Buses	Cover Memo
PGB-2608_Justification_for_Utilizing_a_Cooperative_Contract_signed.pdf	Justification for Utilizing Cooperative Contract	Cover Memo

STAMP_ITEMNUMB

PRICE VARIANCE

3/29/2024

(CHEMUNG COUNTY (ELMIRA, NY) PIGGYBACK OFF STATE OF VIRGINIA IFB 6447

(5) 29' DIESEL BRT LOW FLOOR BUSES, SN: TBD

ITEM	STATE OF VIRGINIA, VA	ELMIRA, NY	VARIANCE
BRT STYLING	NOT INCLUDED	BRT FRONT & REAR	13,950.00
BRT STYLING	NOT INCLUDED	ROOF FAIRINGS, FRONT/REAR	2,500.00
CUMMINS ENGINE	L9, 280 HP (DIESEL)	L9, 280 HP (DIESEL)	-
AUXILIARY ENGINE OIL FILTER	NOT INCLUDED	SPINNER II	1,253.00
COOLANT FILTER	FLEETGUARD WF2071	STD FLEETGUARD	-
ENGINE FUEL FILTER	STD FLEETGUARD	STD FLEETGUARD	-
STARTER	DELCO 42MT	DELCO 42MT	-
ALTERNATOR	NIEHOFF C803 (500 AMP)	NIEHOFF C803 (500 AMP)	-
ENGINE BLOCK HEATER	NOT INCLUDED	REQUIRED	144.00
AIR RESTRICTION INDICATOR	DONALDSON INFORMER	DONALDSON INFORMER	-
RADIATOR	MODINE E-FAN	MODINE E-FAN	-
E-COAT RAD/CAC	NOT INCLUDED	REQUIRED	1,634.00
RADIATOR TANK GUARD	NOT INCLUDED	REQUIRED	369.00
ENGINE OIL EXTRACTOR PORT	NOT INCLUDED	REQUIRED	55.00
ENGINE OIL DRAIN	MAGNETIC DRAIN PLUG	MAGNETIC DRAIN PLUG	-
TRANSMISSION	VOITH D864.6	ALLISON B400R	-
FUELSENSE 2.0	NOT INCLUDED	REQUIRED	551.00
TRANS OIL EXTRACTOR PORT	NOT INCLUDED	REQUIRED	55.00
BRAKES	DRUM BRAKES	DRUM BRAKES	-
AXLE HUB SEALS	FRONT & REAR: GREASE SEALS	FRONT & REAR: GREASE SEALS	-
MAGNETIC AXLE DRAIN PLUGS	INCLUDED	REQUIRED	-
AUTOMATIC TRACTION CONTROL	NOT INCLUDED	REQUIRED	88.00
HUBODOMETER	NOT INCLUDED	STEMCO DATA TRAC PRO	68.00
HUBODOMETER GUARD	NOT INCLUDED	REQUIRED	75.00
WHEEL MOUNTING	HUB PILOTTED	HUB PILOTTED	-
WHEELS	(6) POWDER COATED STEEL WHEELS	(7) POWDER COATED STEEL WHEELS	125.00
DURAFLANGE WHEELS	NOT INCLUDED	NOT REQUIRED	-
TIRES	CUSTOMER SUPPLIED	(7) GILLIG SUPPLIED BRIDGESTONE 275/70R22.5	4,868.00
ELECTRIC STEERING ASSIST	NOT INCLUDED	NOT REQUIRED	-
VIP TEXTURED STEERING WHEEL	NOT INCLUDED	NOT REQUIRED	-
DROP DOWN AUTOMATIC CHAINS	NOT INCLUDED	NOT REQUIRED	-
FUEL FILL	EMCO WHEATON POSI LOCK	GRAVITY FILL	(298.00)
DASH FUEL GAUGE	NOT INCLUDED	REQUIRED	130.00
OIL PRESSURE & COOLANT TEMP GAUGES IN ENGINE COMP'T	ELECTRIC	ELECTRIC	-
SWAT SWITCH	NOT INCLUDED	NOT REQUIRED	-
ELECTRICAL TOW CONNECTION	NOT INCLUDED	REQUIRED	238.00
AIR DRYER	SKF DUAL TURBO 2000-HEATED	SKF DUAL TURBO 2000-HEATED	-
ENGINE SKID PROTECTION	NOT INCLUDED	NOT REQUIRED	-
A-POST SKID PLATES	NOT INCLUDED	NOT REQUIRED	-
HORN SPLASH SHIELD	NOT INCLUDED	NOT REQUIRED	-
REAR HAND THROTTLE	NOT INCLUDED	REQUIRED	175.00
BATTERY TYPE	(4) DEKA GROUP 31	(4) DEKA GROUP 31	-
BATTERY JUMP START CONN	NOT INCLUDED	NOT REQUIRED	-
WHEELCHAIR RAMP	LIFT-U LU18	LIFT-U LU18	-
HVAC MOTORS (TK)	BRUSHLESS	BRUSHLESS	-
HVAC COMPRESSOR (TK)	X426	X426	-

STAMP_ITEMNUM

PRICE VARIANCE

3/29/2024

(CHEMUNG COUNTY (ELMIRA, NY) PIGGYBACK OFF STATE OF VIRGINIA IFB 6447

(5) 29' DIESEL BRT LOW FLOOR BUSES, SN: TBD

ITEM	STATE OF VIRGINIA, VA	ELMIRA, NY	VARIANCE
REFRIGERANT	R134A	R134A	-
REFRIGERANT PRESSURE DISPLAY	REQUIRED	NOT REQUIRED	-
DRIVERS HEATER MOTORS	BRUSHLESS	BRUSHLESS	-
FRESH AIR MAKE-UP	NOT INCLUDED	NOT REQUIRED	-
AUXILIARY COOLANT HEATER	NOT INCLUDED	DOMETIC X30 (31,000btu)	2,919.00
FRONT STEP HEATER	NOT INCLUDED	REQUIRED	494.00
EXIT DOOR HEATER	NOT INCLUDED	NOT REQUIRED	-
UNDERSEAT HEATER	NOT INCLUDED	NOT REQUIRED	-
DASH FAN(S)	(1) INCLUDED	(2) REQUIRED	94.00
SENSITIVE EDGE - FRONT	NOT INCLUDED	NOT REQUIRED	-
REAR DOOR	34" AIR OPEN / SPRING CLOSE	34" AIR OPEN / SPRING CLOSE	-
REAR DOOR CONTROLS	FULL DRIVER CONTROL	FULL DRIVER CONTROL	-
VAPOR ELECTRONIC DOOR CONTROL W/ BUTTONS	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR FRONT DOOR RELEASE	NOT INCLUDED	NOT REQUIRED	-
ELECTRICAL EQUIPMENT CABINET	44" W/ (2) FANS	44" W/ (2) FANS	-
SS WHEELWELL STORAGE BOX	NOT INCLUDED	REQUIRED	250.00
FRONT CS WHEELWELL PACKAGE RACK	NOT INCLUDED	NOT REQUIRED	-
PASSENGER INFO STATION	NOT INCLUDED	OBIC 19/21 4P2C	525.00
REGISTRATION / PERMIT / CARD HOLDER	NOT INCLUDED	NOT REQUIRED	-
INTERIOR AD FRAMES	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR AD FRAMES	NOT INCLUDED	NOT REQUIRED	-
PASSENGER SEATS	AMSECO INSIGHT PRIME W/ A.R.M , Q'STRAIT RESTRANTS	AMSECO INSIGHT CLASSIC W/ ARM'S & Q'STRAIT RESTRANTS, SEATS ON CS WHEELWELL	5,871.00
REAR SEAT RISERS FOR FORWARD FACING SEATS (UPPER DECK)	NOT INCLUDED	REQUIRED	2,500.00
FRONT WHEELWELL VERTICAL STANCHIONS	NOT INCLUDED	REQUIRED (CS & SS)	250.00
DRIVERS SEAT	RECARO ERGO METRO AM80 W/ HEADREST & 2-PT BLACK BELT	RECARO ERGO METRO AM80 W/ HEADREST & 3-PT BLACK BELT	313.00
SEAT BELT ALARM	NOT INCLUDED	NOT REQUIRED	-
SEAT CUSHION ALARM	NOT INCLUDED	NOT REQUIRED	-
SEAT ARMREST	NOT INCLUDED	NOT REQUIRED	-
PASSENGER SIGNALS	PULL CORDS	PULL CORDS	-
STOP REQUEST AT REAR DOOR STANCHION	NOT INCLUDED	REQUIRED	75.00
STOP REQUEST LAMP AT DASH	NOT INCLUDED	NOT REQUIRED	-
DRIVERS BARRIER	2-PC FLAT MELAMINE	1-PC FLAT MELAMINE	-
DRIVERS PROTECTION BARRIER	NOT INCLUDED	NOT REQUIRED	-
MODESTY PANEL FWD OF REAR DOOR	NOT INCLUDED	NOT REQUIRED	-
OVERHEAD GRAB STRAPS	NOT INCLUDED	NOT REQUIRED	-

STAMP_ITEMNUM

PRICE VARIANCE

3/29/2024

(CHEMUNG COUNTY (ELMIRA, NY) PIGGYBACK OFF STATE OF VIRGINIA IFB 6447

(5) 29' DIESEL BRT LOW FLOOR BUSES, SN: TBD

ITEM	STATE OF VIRGINIA, WA	ELMIRA, NY	VARIANCE
STANCHIONS	SSTL	SSTL	-
PASSENGER WINDOWS	STD FRAME / FULL FIXED	AROW GLOBAL HIDDEN FRAME/BONDED-UPPER TRANSOM/LOWER FIXED	6,603.00
GLAZING GUARDS / FILM	NOT INCLUDED	NOT REQUIRED	-
HEAD LAMPS	HALOGEN LOW & HIGH BEAMS	LED LOW & HIGH BEAMS	1,376.00
STOP/TAIL/TURN/BACK UP LAMPS	4" ROUND DIALIGHT LED	4" ROUND DIALIGHT LED	-
REAR CAP GRILLE LOWER CENTER STOP LAMPS	(2) 4" RED LED LAMPS	(2) 4" RED LED LAMPS	-
UPPER REAR CAP GRILLE AUX LAMPS	NOT INCLUDED	NOT REQUIRED	-
YIELD SIGN	NOT INCLUDED	NOT REQUIRED	-
INTERIOR LAMPS	LED I/O CONTROLS	LED I/O CONTROLS	-
PLEASURE RADIO	NOT INCLUDED	NOT REQUIRED	-
2-WAY RADIO & ANTENNA	NOT INCLUDED	PRE-WIRE W/ ANTENNA	175.00
PA SYSTEM/VOICE ANNUNCIATOR	STD REI	STD REI	-
CAD / AVL ITS SYSTEM	NOT INCLUDED	PRE-WIRE (PASSIO) (BUDGETARY ONLY)	5,000.00
DRIVERS SPEAKER	NOT INCLUDED	NOT REQUIRED	-
HAND HELD MIC	INCLUDED	REQUIRED	-
BOOM MIC	NOT INCLUDED	NOT REQUIRED	-
HEATED FRONT GLAZING	NOT INCLUDED	REQUIRED	259.00
DESTINATION SIGNS	HANOVER AMBER (FRONT & CURBSIDE)	HANOVER AMBER (FRONT, CURBSIDE & REAR)	1,000.00
FRONT RUN SIGN	NOT INCLUDED	NOT REQUIRED	-
FAREBOX	PRE-WIRE ONLY	PRE-WIRE ONLY	-
FAREBOX GUARD	NOT INCLUDED	REQUIRED	25.00
CEILING MTD FAREBOX LAMP	INCLUDED	REQUIRED	-
TRANSFER CUTTER	NOT INCLUDED	NOT REQUIRED	-
PASSENGER COUNTER	NOT INCLUDED	NOT REQUIRED	-
FULL COMPOSITE FLOOR	NOT INCLUDED	NOT REQUIRED	-
FLOORING MATERIAL	ALTRO	ALTRO	-
ROOF HATCHES	REAR - MANUAL	FRONT/REAR - MANUAL	305.00
EXTERIOR MIRRORS	SS: 10" X11" 1-PC, NON-HEATED W/ MANUAL CS: 10" X11" 1-PC, NON-HEATED W/ REMOTE	CS & SS: 10" X11" 2-PC, HEATED W/ REMOTE	294.00
DRIVERS SUN SHADE	INCLUDED	REQUIRED	-
FIRE SUPPRESSION	AMEREX V-25	AMEREX V-25	-
TRAFFIC LIGHT PREEMPTION	NOT INCLUDED	NOT REQUIRED	-
VIDEO SURVEILLANCE	NOT INCLUDED	NOT REQUIRED	-
BACK UP CAMERA W/ DASH MOUNTED MONITOR	NOT INCLUDED	NOT REQUIRED	-
BIKE RACK	NOT INCLUDED	SPORTWORKS DL2-SSTL	1,578.00
BIKE RACK MIRROR	NOT INCLUDED	NOT REQUIRED	-
BIKE RACK DEPLOYED LAMP	NOT INCLUDED	REQUIRED	200.00
MEDICAL AID KIT	NOT INCLUDED	NOT REQUIRED	-

STAMP_ITEMNUM

PRICE VARIANCE

3/29/2024

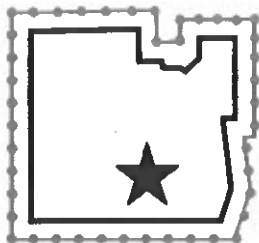
(CHEMUNG COUNTY (ELMIRA, NY) PIGGYBACK OFF STATE OF VIRGINIA IFB 6447
(5) 29' DIESEL BRT LOW FLOOR BUSES, SN: TBD

ITEM	STATE OF VIRGINIA, VA	ELMIRA, NY	VARIANCE
BLOODBORN PATHOGEN KIT	NOT INCLUDED	NOT REQUIRED	-
BIO-HAZARD KIT	NOT INCLUDED	NOT REQUIRED	-
WHEEL CHOCKS (SET)	NOT INCLUDED	NOT REQUIRED	-
DRIVERS DASH GAUGES	AIR PRESSURE & SPEEDOMETER	AIR PRESSURE, SPEEDOMETER, OIL PRESSURE, COOLANT TEMP & VOLTMETER	189.00
12V POWER PORT AT DASH	NOT INCLUDED	NOT REQUIRED	-
CUP HOLDER	NOT INCLUDED	NOT REQUIRED	-
WASTE CONTAINER	NOT INCLUDED	NOT REQUIRED	-
I/O PROGRAM MODULE	NOT INCLUDED	NOT REQUIRED	-
ADJUSTABLE PEDALS	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR PAINT	1-COLOR	3-COLOR	5,718.00
CLEAR COAT	NOT INCLUDED	REQUIRED	1,350.00
EXTERIOR GRAPHICS	BUS NUMBERS ONLY	CUSTOM GRAPHICS (SAME AS L/O #92587))	1,759.00
ROOF NUMBERS	NOT INCLUDED	NOT REQUIRED	-
EXT WARRANTY (BASIC BUS)	12 MONTHS / 50,000 MILES	12 MONTHS / 50,000 MILES	-
EXT WARRANTY (STRUCTURAL INTEGRITY CORROSION)	144 MONTHS / 500,000 MILES	144 MONTHS / 500,000 MILES	-
EXT WARRANTY (ENGINE L9 DIESEL)	24 MONTHS / UNL MILES	60 MONTHS / 300,000 MILES	6,215.00
EXT WARRANTY (TRANSMISSION - ALLISON)	24 MONTHS / UNL MILES	60 MONTHS / 300,000 MILES	3,045.00
WARRANTY (ALL OTHERS)	BASE COVERAGE PER STATE OF VA CONTRACT	BASE COVERAGE PER STATE OF VA CONTRACT	-
TRAINING	NOT INCLUDED	NOT INCLUDED	-

TOTAL ELMIRA, NY VARIANCES	74,362.00
STATE OF VIRGINIA 29' DIESEL LOW FLOOR BASE UNIT PRICE (JAN 2023)	456,962.00
DELIVERY	7,259.00
ELMIRA, NY 29' DIESEL LOW FLOOR BASE UNIT PRICE	538,583.00
SPARE / TOOLING BUDGET	-
ELMIRA, NY 29' DIESEL LOW FLOOR CURRENT PRICE (3-29-24)	538,583.00

CONFIDENTIAL

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**CHEMUNG COUNTY
CITY OF ELMIRA
PURCHASING DEPARTMENT**

Justification for Utilizing a Cooperative Contract

Date 1/10/24

Requesting Department Transit

Requesting Employee Courtney Dunn Position Transit Manager

Cooperative or Lead Agency Commonwealth of Virginia

Contract No. IFB#6447 Low Floor Transit Buses, Commuter Coach Buses, & trolley Heavy Duty (PGB-2608)

Vendor(s) Name(s) Gillig LLC

We have reviewed and completed due diligence on the aforementioned cooperative contract. As part of the due diligence review, we have confirmed that the contract complies substantially with our procurement rules and practices. We have further confirmed that all purchases will comply with the terms and prices in the contract. It has been determined that it is in the best interests of our entity to utilize this contract for the reasons cited below:

Issue	Procurement Consideration
New York State Considerations:	
1. Was the contract let by the United States or any agency thereof, any state or any other political subdivision or district therein?	Yes, Commonwealth of Virginia
2. Was the contract made available for use by other governmental entities?	Yes, Pg1 of Attachment A
3. Was the contract let in a manner that constitutes competitive bidding "consistent with state law?"	Yes, see responses to questions 4-7 below
4. Was there a public solicitation of bids consistent with GML 103.5 and serves to ensure that the purposes of GML 103 are furthered?	Yes, Advertised on Commonwealth of Virginias website
5. Was the submission of sealed bids, or analogous procedure, done in a manner to secure and preserve the integrity of the process and confidentiality of the bids submitted?	Yes electronic bid submissions only accepted. See Bidding instructions
6. Was the preparation of bid specifications, or a similar document that provides a common standard for bidders to compete fairly?	Yes
7. Was the award to the lowest bidder who materially or substantially meets the bid specifications and is determined to be a responsible bidder?	No, awarded on Best Value.

STAMP ITEMNUMB

Justification for Utilizing a Cooperative Contract

General Considerations:	
8. Do the terms, conditions and scope of work/specifications meet the need?	Yes
9. If no, are the terms, conditions and scope of work/specifications negotiable? It should be noted here if terms or prices were negotiated.	
10. Does the cooperative contract provide the most advantageous solution? Why? Factors may include advantageous terms, conditions, prices, quality, performance, timing, entity's experience and ability to duplicate the contract, age of the contract, etc.	Yes, advantageous Terms, Conditions & pricing
11. Will any and all purchases comply with the terms and prices in the contract?	Yes
12. Will volume pricing advantages be applied to purchases?	Yes, prices are based on volume purchases
13. Was past experience with the cooperative or lead agency acceptable?	Chemung County has not yet used one of Virginia's bids.
14. Is the item urgently needed?	Yes
15. Can a local vendor provide this service? If so, why were they not considered?	There is no local vendor
16. What is the age of the contract? How many years is it into its contract term?	1/11/2023-1/20/2025 +3 1yr renewals
ADDITIONAL COMMENTS:	we have received additional signed forms from Gillig

Usage reviewed and approved by:


Signature

Jackie Crowley

Buyer Name


Signature

Tricia Wise

Director of Purchasing Name

STAMP_ITEMNUMB



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution amending agreement with Beavers Petroleum on behalf of the Chemung County Planning Department and Elmira Chemung Transportation Council (RFB-2581)

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Chemung County Planning Department and Elmira Chemung Transportation Council have requested authorization to increase the spending under RFB-2581 by \$349,750 (100% reimbursable through allocated State Funds) to replace the underground fuel tanks at the Chemung County Transit bus garage that have exceeded their useful life. Estimate for replacement attached.

Vendor/Provider BEAVERS PETROLEUM
EQUIPMENT CO INC.

Term	05/01/2024- 05/01/2025	Total Amount	\$349,750	Prior Amount
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Local Share	0	State Share	\$349,750	Federal Share	0
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Project Budgeted?	Yes	Funds are in Account #
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CREATION:

Date/Time:	Department:
4/4/2024 2:39:53 PM	County Executive

APPROVALS:

Date/Time:	Approval:	Department:	
4/4/2024 2:52 PM	Approved	County Executive	
4/9/2024 9:49 AM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
Cost_Breakdown.pdf	Cost Breakdown	Cover Memo

STAMP_ITEMNUMB



March 21, 2024

First Transit
Clemens Center Parkway
Elmira, NY 14901
ATT: Courtney Dunn

REF: Fuel Tank Replacement

As per request please find the final costs for the fuel tank replacement project at your facility as per Fagan Engineering drawings:

Cost Breakdown Per June 2024 Chemung County
Fuel Contract RFB-2581

- Technician; \$95.00
- Electrician; \$100.00
- Parts Mark up; 20%

- Highland tanks w/fittings and sticker;
 $\$122,122.55 \times 20\% = \mathbf{\$146,550.00}$
- Dispenser w/pump, pedestal and trim goods,
 $\$34,100.00 \times 20\% = \mathbf{\$40,920.00}$
- Piping, conduit, lights and misc. materials
 $\$22,984.00 \times 20\% = \mathbf{\$27,580.00}$
- Cut and Clean of (3) fuels tanks
\$13,000.00
- Concrete, 4" bollards and stone
 $\$26,000.00 \times 20\% = \mathbf{\$31,200.00}$
- Mason
 $\$7,500.00 \times 20\% = \mathbf{\$9,000.00}$
- Crane; **\$5,500.00**
- Beavers Petro Labor to remove tanks 1 week, 4
guys at 40hrs, total 160hrs at \$95.00=**\$15,200.00**
- Beavers Petro Labor site work 2 weeks 4 guys at
40hrs, total 320 at \$95.00=**\$30,400.00**
- Beavers Petro labor tank install 2 weeks, 4 guys at
40hr, total 320 at \$95.00=**\$30,400.00**

Total; \$349,750.00

Kevin Beavers

3/21/24

STAMP_ITEMNUMB



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing advertisement for public comment, application for, acceptance, and execution of grants for the 2024 Federal Program of Projects from the U.S. Department of Transportation, Federal Transit Administration, and the New York State Department of Transportation on behalf of the Chemung County Transit Board

Resolution #:

Slip Type: GRANT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Annual Program of Projects for various grants utilized for the Chemung County Transit System.

Prior Resolution 23-370

Vendor/Provider Various

Term N/A Total Amount up to \$7,346,418 Prior Amount

Local Share up to \$2,412,497 State Share up to \$315,178 Federal Share up to \$4,618,743

Project Budgeted? Yes Funds are in Account #

CREATION:

Date/Time:	Department:
4/1/2024 2:07:56 PM	County Executive

APPROVALS:

Date/Time:	Approval:	Department:	
4/1/2024 2:09 PM	Approved	County Executive	
4/9/2024 9:47 AM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:

STAMP_ITEMNUMB

Chemung County Transit 2024 Program of Projects

The Chemung County Transit Board recommends that the Legislature approve a resolution authorizing advertisement for public comment, application for, acceptance, and execution of grants for the 2024 Federal Program of Projects up to the amounts listed from the U.S. Department of Transportation, Federal Transit Administration, and the New York State Department of Transportation on behalf of the Chemung County Transit Board.

	Fed	State	Local	Total
5307 OA	\$1,098,000		\$1,098,000	\$2,196,000
5307 PM	\$960,000	\$120,000	\$120,000	\$1,200,000
5307 PA	\$108,000	\$13,500	\$13,500	\$135,000
5311 OA	\$316,800		\$316,800	\$633,600
5311 ADTAP	\$77,880		\$77,880	\$155,760
5311 SES	\$485,305		\$485,305	\$916,610
MM	\$119,337		\$119,334	\$238,668
5339 Capital Assistance	\$1,453,421	\$181,678	\$181,678	\$1,816,777
TOTAL Program # for summary	\$4,618,743	\$315,178	\$2,412,497	\$7,346,418



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution extending agreement with USALCO, LLC on behalf of the Chemung County Sewer Districts

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Request authorization to extend the contract for a product (polyaluminum chloride) for extraction of phosphorus from wastewater for the CCSD treatment plants with USALCO, LLC. at a bid price of \$0.265/pound through April 11, 2025. We consume approximately 900,000 pounds per year, which approximately equates to \$238,500 per year. The contract was awarded with RFB-2490 and included a one-year extension clause.

Vendor/Provider

Term

Total Amount

Prior Amount

Local Share

State Share

Federal Share

Project No

Funds are in

Budgeted?

Account #

CREATION:

Date/Time:	Department:
4/1/2024 10:38:05 AM	

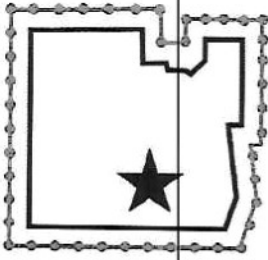
APPROVALS:

Date/Time:	Approval:	Department:	
2/21/2024 12:07 PM	Approved	County Executive	
3/19/2024 10:25 AM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
 RFB-2490_USALCO_Signed_Renewal (1).pdf	RFB-2490 USALCO Signed Renewal	Cover Memo

STAMP_ITEMNUMB



**CHEMUNG COUNTY
CITY OF ELMIRA
PURCHASING DEPARTMENT**

Tricia A. Wise, CPPO, CPPB
Purchasing Director

CONTRACT RENEWAL REQUEST FORM

TO: USALCO, LLC
2601 Cannery Avenue
Baltimore, MD 21226

FROM: Chemung County Purchasing Department

RE: Contract Renewal RFB-2490 Product for Extraction of Phosphorous from Wastewater

Date: February 2, 2024

The term of the above contract ends on April 11, 2024. This contract can be extended for one additional one-year contract period under the same terms and conditions and at the same bid discounts, contingent upon Chemung County Legislative approval. Please indicate below your firm's willingness to renew the contract and return this form by email no later than February 19, 2024, to Nina Wells at nwells1@chemungcountyny.gov.

*****Please confirm receipt of this document*****

We want to renew the contract for one (1) additional 1-year period, ending on April 11, 2025, under the original terms and conditions, contingent upon approval by the Chemung County Legislature.

Terry Waldo, Chief Commercial Officer

Typed/Printed name and Title of Person Preparing this Form.

Terry Waldo

Signature of Person Preparing Form

2/2/2024

Date

We do not want to renew the contract.

Typed/Printed name and Title of Person Preparing this Form.

Signature of Person Preparing Form

Date

STAMP_ITEMNUMBER



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing agreement with Verizon Connect on behalf of the Chemung County Sewer Districts (Vehicle Tracking Subscription)

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

CCSD requests authorization to enter into an agreement with Verizon Connect for GPS vehicle tracking. CCSD feels that these would be valuable to add into the vehicles for safety and security of county assets and employees. There are 19 vehicles in the Sewer District fleet that the devices will be installed in at a monthly cost of \$15.95 per vehicle- for a total monthly cost of \$303.05 per month (plus fees). CCSD is requesting that the agreement be authorized at a not to exceed cost of \$4,300 for the year of 2024.

Vendor/Provider Verizon Connect

Term 1 Year Total Amount 4,300 Prior Amount

Local Share 4,300 State Share Federal Share

Project Yes Funds are in
Budgeted? Account #


CREATION:

Date/Time:	Department:
4/1/2024 10:41:11 AM	

APPROVALS:

Date/Time:	Approval:	Department:	
2/20/2024 1:14 PM	Approved	County Executive	
3/19/2024 10:23 AM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
 Chemung County Sewer District Updated Quote-Order-19_VTU.pdf	Chemung County Sewer District Updated Quote	Cover Memo

STAMP_ITEMNUMB

5055 North Point Pkwy
Alpharetta, GA 30022-3074
Fax: (781) 577-4793

SERVICES ORDER FORM

Customer Service: 1-844-617-1100
Customer Service:
www.verizonconnect.com



GENERAL INFORMATION

Order Date: January 2, 2024	Customer Reference Number:	VCF Salesperson Name: Patrick Stewart	Region: VZT
Company Name: Chemung County Sewer District		Officer or Owner: Ron Jankowski	Telephone: (607) 739-3896
Address (Mailing or Invoicing Address): 600 Milton Street		Officer/Owner Email Address: rjankowski@chemungcountyny.gov	Cell Phone:
City: Elmira	State: NY	Zip Code: 14904	Installation Contact if other than Officer/Owner: Telephone:
Please advise your VCF scheduler if there are multiple shipping or installation addresses		Accounts Payable Contact, if other than Officer/Owner:	Telephone:
		Email:	

SUBSCRIPTION SERVICES:

QUANTITY	DESCRIPTION	MONTHLY PER UNIT FEE	MONTHLY TOTALS
19	Vehicle Tracking Subscription	15.95 USD	303.05 USD

TOTAL Monthly AMOUNT	303.05 USD
Agreement Length: 12 Months from the Subscription Start Date. The billing and Service Term shall commence upon the earlier of (i) installation of any Equipment into a Vehicle, or (ii) ninety (90) days from the shipment of the Equipment.	Excludes Applicable Taxes and Fees

ONE-TIME FEES (per Occurrence):

QUANTITY	DESCRIPTION	AMOUNT	EXTENDED PRICE
19	Install: VTU+Features or AT Trip	0.00 USD	0.00 USD
Total One-Time Fees		0.00 USD	
COVERT INSTALLATION: Unknown		EXCLUDES APPLICABLE TAXES AND FEES	

ORDER TERMS:

Customer agrees that the purchase and/or licensing of the products and/or services set forth in this order is subject to the terms and conditions in the contract between Verizon Connect Fleet USA LLC (VCF) and GSA Schedule 47QTCA22D00DD that are in effect as of the date the order was received by VCF. The GSA Schedule terms and conditions are available at https://www.gsaadvantage.gov/ref_text/47QTCA22D00DD/0Y078X.3TQK3L_47QTCA22D00DD_47QTCA22D00DD-3-3-2023-697104.PDF. If, in accordance with the terms of the GSA Contract, Customer and VCF have executed an additional separate written agreement ("Customer Addendum") with respect to the products and/or services set forth in this order, the terms and conditions set forth in the Customer Addendum shall also apply with respect to the products and/or services set forth in this order, if there are any discrepancies in the Addendum language and the GSA Schedule, the GSA Schedule Terms and Conditions shall supersede. All orders are subject to product availability. If an item is not in stock at the time you place your order, we will notify you immediately.

Unless otherwise specified, this Order Form is valid for 30 days after the Order Date. Please remit a signed copy of this Order Form to your VCF Salesperson within the validity period.

INSTALLATION NOTES (not valid for changes to billing, payment or other contract terms):

STAMP_ITEMNUMB

5055 North Point Pkwy
Alpharetta, GA 30022-3074
Fax: (781) 577-4793

SERVICES ORDER FORM

Customer Service: 1-844-617-1100
Customer Service:
www.verizonconnect.com



Customer Name: Chemung County Sewer District		
By (signature)	Date:	



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution renewing agreement with ClearGov Inc. on behalf of the Chemung County Department of Information Technology

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

Submitting an agenda item for legislative review to purchase year 2 of Cleargov subscription (SaaS), utilizing an established Cooperative Contract through BuyBoard, the Cooperative's lead agent. Relevant paperwork is attached.

Vendor/Provider Cleargov, Inc.

Term	1/1/2024 - 12/31/2024	Total Amount	47,400	Prior Amount	
Local Share	n/a	State Share	n/a	Federal Share	n/a
Project Budgeted?	No	Funds are in Account #	No, a budget action item will be initiated		

CREATION:

Date/Time:	Department:
4/1/2024 10:38:06 AM	

APPROVALS:

Date/Time:	Approval:	Department:	
2/20/2024 12:40 PM	Approved	County Executive	
3/22/2024 11:24 AM	Approved	Legislature Chairman	

ATTACHMENTS:

Name:	Description:	Type:
invoice_2024-12953.pdf	ClearGov invoice	Cover Memo
JAN_2024_ClearGov_Contract_Renewal.pdf	Contract renewal	Cover Memo

STAMP_ITEMNUMB

**FROM**

ClearGov Inc.
2 Mill and Main Pl, Suite 630
Maynard, MA 01754
855-553-2715
ar@cleargov.com

BILL TO

Chemung, NY - County
Jennifer Furman
203 Lake St
Elmira, NY 14902
United States

INVOICE NUMBER	2023-12953
DATE	01/01/2024
DUE DATE	01/31/2024
AMOUNT DUE (USD)	\$ 47,400.00

ITEM / DESCRIPTION	QUANTITY	RATE	AMOUNT
Includes ClearGov Operational Budgets Suite - Renewal This is your subscription fee for CG Operational Budget Builder for the term starting 01/01/2024 and ending 12/31/2024.	1	\$ 22,900.00	\$22,900.00
Includes ClearGov Capital Budgeting Suite Renewal This is your subscription fee for Includes ClearGov Capital Budgeting Suite Renewal for the term starting 01/01/2024 and ending 12/31/2024.	1	\$ 15,050.00	\$15,050.00
Includes ClearGov Digital Budget Book Suite - Renewal This is your subscription fee for Includes ClearGov Digital Budget Book Suite - Renewal for the term starting 01/01/2024 and ending 12/31/2024.	1	\$ 13,750.00	\$13,750.00
Bundle Discount This is your subscription discount for Bundle Discount for the term starting 01/01/2024 and ending 12/31/2024.	1	\$ -38,800.00	\$-38,800.00

STAMP_ITEMNUMB

ITEM / DESCRIPTION	QUANTITY	RATE	AMOUNT
Includes ClearGov Personnel Budgeting Suite This is your subscription fee for Includes ClearGov Personnel Budgeting Suite for the term starting 01/01/2024 and ending 12/31/2024.	1	\$ 21,800.00	\$21,800.00
Includes ClearGov Transparency Suite This is your subscription fee for Includes ClearGov Transparency Suite for the term starting 01/01/2024 and ending 12/31/2024.	1	\$ 12,700.00	\$12,700.00
AMOUNT DUE (USD)			\$ 47,400.00

BANK WIRE INSTRUCTIONS

Bank: Customers Bank

Routing #031302971

Account Type: Business Checking

Account #7228105

STAMP_ITEMNUMB

Wells, Nina

From: Bryan Burdick <bburdick@cleargov.com>
Sent: Friday, January 5, 2024 11:20 AM
To: Wells, Nina; Wise, Tricia
Cc: Brenda Luebbers
Subject: Re: Contract 692-23 Software as a Service Clear Gov
Attachments: BuyBoard - Contract Survival Clause Clarification.pdf

Nina,

Brenda forwarded your email to me with the question about BuyBoard contract dates. First of all, you are reading everything correctly. We have been approved for a 3 year contract with BuyBoard, although - technically - the contract renews on an annual basis every year. We typically received the "renewal notice" from Buyboard sometime in February, and we'd be happy to send you a copy of that when it comes through.

Meanwhile, I wanted to mention to you that the BuyBoard agreement actually includes survival language to specifically address the issue that I think you're questioning. In short, any agreement that is covered by the BuyBoard contract and is signed while the BuyBoard contract is active with a vendor is covered by the BuyBoard contract for the complete term of the vendor agreement even if the vendor's BuyBoard contract does not renew. In fact, the folks at BuyBoard have even put together the attached clarification document since this question comes up from time to time. In other words, even if ClearGov did not renew its contract with BuyBoard, you would still be covered by the BuyBoard contract for as long as your agreement with ClearGov remains in place.

With that said, and just to be clear, we have every intention of continuing our relationship with BuyBoard. And, from what they've told us, ClearGov is one of their best partners, so you can safely assume that relationship will be in place for a long, long time.

Please let me know if this has addressed your immediate concern or if you still have any questions.

Thanks,

Bryan



Bryan A. Burdick

President & Co-founder
Cell/Text (508) 298-8062
bburdick@cleargov.com
www.cleargov.com

ClearGov is endorsed by the
National Association of Counties



STAMP_ITEMNUMB



Contract Survival Language Review and Clarification

BuyBoard proposal invitation terms and conditions include a survival clause that allows ancillary or software agreements to extend beyond the vendors awarded contract term on the BuyBoard if the purchase order or agreement is fully executed prior to the expiration of the vendors' contract. Proposal invitation language follows as described in RFP 692-23 for Software as a Service (SaaS), Cybersecurity Assessments and Related Products and Services.

General Terms and Conditions - Section E. Contract Performance

1. Contract Term

(b) Survival. *The Contract shall govern the Vendor's and the Cooperative member's rights and obligations with respect to any Purchase Order and/or Member Software Agreement issued during the Contract term and afterwards with respect to any Purchase Order and/or Member Software Agreement or purchase bound by the Cooperative member for specified goods or services before the Contract award period ended.*

Example:

A BuyBoard member purchases a software application from ABC company with the issuance of a purchase order dated May 1, 2023. The software license and support agreement is executed as part of the purchase for a period of 5 years beginning May 1, 2023, expiring April 30, 2028. The vendor is in the final renewal period of a 3-year BuyBoard contract that will expire on September 30, 2023. The vendor does not submit a response to the new contract that takes effect on October 1, 2023 and by such has no BuyBoard contract after September 30.

What happens to the members 5-year software license and support agreement?

The members agreement with the vendor remains in force as executed until the agreement expires April 2028. If the agreement had stipulated extensions beyond the 5-year period those extensions could be executed as part of the original agreement and still be covered by the original awarded BuyBoard contract.



2 Mill & Main; Suite 630; Maynard, MA 01754

Service Order

Created by	Rob Battaglia
Contact Phone	631-747-3253
Contact Email	rbattaglia@cleargov.com

Order Date	Mar 15, 2023
Order valid if signed by	Mar 31, 2023

Customer Information					
Customer	Chemung County	Contact	Jennifer Furman	Billing Contact	Matt Fogarty
Address	203 Lake Street	Title	Deputy County Executive	Title	Deputy Director, Budget & Research
City, St, Zip	Elmira, NY 14902	Email	jfurman@chemungcountyny.gov	Email	mfogarty@chemungcountyny.gov
Phone	607-737-2062			PO # (if any)	

This Service Order will be contracted through...

Procurement Aggregator	ClearGov Contract
Buyboard	Buyboard Proposal No. #607-20

The Services you will receive and the Fees for those Services are...

Set up Services	Tier/Rate	Service Fees
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions	Tier 4	\$ 15,000.00
ClearGov Setup Bundle Discount: Discount for bundled solutions	Tier 4	\$ (10,125.00)
Total ClearGov Setup Service Fee - Billed ONE-TIME		\$4,875.00
Subscription Services	Tier	Service Fees
ClearGov Operational Budgeting - Civic Edition	Tier 4	\$ 22,900.00
ClearGov Personnel Budgeting - Civic Edition	Tier 4	\$ 21,800.00
ClearGov Capital Budgeting - Civic Edition	Tier 4	\$ 15,050.00
ClearGov Digital Budget Book - Civic Edition	Tier 4	\$ 13,750.00
ClearGov Transparency - Civic Edition	Tier 4	\$ 12,700.00
ClearGov Budget Cycle Management Bundle Discount: Discount for bundled solutions	Tier 4	\$ (38,800.00)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		\$47,400.00

ClearGov will provide your Services according to this schedule...

Period	Start Date	End Date	Description
Setup	Apr 1, 2023	Apr 1, 2023	ClearGov Setup Services
Pro-Rata	Apr 1, 2023	Dec 31, 2023	ClearGov Subscription Services (OB, CB, DBB)
Initial	Jan 1, 2024	Dec 31, 2026	ClearGov Subscription Services

To be clear, you will be billed as follows...

Billing Date(s)	Amount(s)	Notes
Apr 1, 2023	\$ 4,875.00	One Time Setup Fee
Apr 1, 2023	\$ 29,081.25	9 Month Pro-Rata OB + CB + DBB Subscription Fee
Jan 1, 2024	\$ 47,400.00	Annual Subscription Fee

Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.

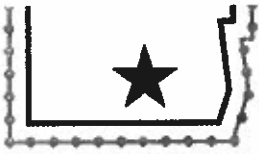
Billing Terms and Conditions		
Valid Until	Mar 31, 2023	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	Net 30	All invoices are due Net 30 days from the date of invoice.

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- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
- ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
- ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
- After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.
- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.
- Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
- Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.



CITY OF ELMIRA
PURCHASING DEPARTMENT

Justification for Utilizing a Cooperative Contract

Date 4/3/23

Requesting Department Budget

Requesting Employee Jen Furman Position Deputy Co Executive

Cooperative or Lead Agency Buy Board

Contract No. 692-23 Software as a Service (PGB-2519)

Vendor(s) Name(s) ClearGov Inc

We have reviewed and completed due diligence on the aforementioned cooperative contract. As part of the due diligence review, we have confirmed that the contract complies substantially with our procurement rules and practices. We have further confirmed that all purchases will comply with the terms and prices in the contract. It has been determined that it is in the best interests of our entity to utilize this contract for the reasons cited below:

Issue	Procurement Consideration
New York State Considerations:	
1. Was the contract let by the United States or any agency thereof, any state or any other political subdivision or district therein?	Pg 1 of RFP, State of Texas Cooperative
2. Was the contract made available for use by other governmental entities?	Yes, Pg1 and Pg 44
3. Was the contract let in a manner that constitutes competitive bidding "consistent with state law?"	Yes, see responses to questions 4-7 below
4. Was there a public solicitation of bids consistent with GML 103.5 and serves to ensure that the purposes of GML 103 are furthered?	Yes, advertised in Austin American-Statesman, SanAntonio News, The Oregonian
5. Was the submission of sealed bids, or analogous procedure, done in a manner to secure and preserve the integrity of the process and confidentiality of the bids submitted?	Sealed bids and electronically using their vendor portal
6. Was the preparation of bid specifications, or a similar document that provides a common standard for bidders to compete fairly?	Yes
7. Was the award to the lowest bidder who materially or substantially meets the bid specifications and is determined to be a responsible bidder?	No awarded based on Best Value, evaluation criteria on pg 53

General Considerations:	
8. Do the terms, conditions and scope of work/specifications meet the need?	Yes
9. If no, are the terms, conditions and scope of work/specifications negotiable? It should be noted here if terms or prices were negotiated.	
10. Does the cooperative contract provide the most advantageous solution? Why? Factors may include advantageous terms, conditions, prices, quality, performance, timing, entity's experience and ability to duplicate the contract, age of the contract, etc.	Yes, advantageous Terms, Conditions & pricing Ensures Compliance with Purchasing Policy and GML-103.
11. Will any and all purchases comply with the terms and prices in the contract?	Yes
12. Will volume pricing advantages be applied to purchases?	Yes, prices are based on volume purchases
13. Was past experience with the cooperative or lead agency acceptable?	We have not used this cooperative before but will eliminate time required to bid
14. Is the item urgently needed?	Yes
15. Can a local vendor provide this service? If so, why were they not considered?	There is no local vendor
16. What is the age of the contract? How many years is it into its contract term?	4/1/2023-3/31/2024 +2 1yr renewals
ADDITIONAL COMMENTS:	Requested Iranian Divestment Form 4/3/2023

Usage reviewed and approved by:


Signature

Jackie Crowley

Buyer Name


Signature

Tricia Wise

Director of Purchasing Name



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Resolution authorizing Purchase Agreement with MA Polce Consulting, Inc. on behalf of the Chemung County Department of Information Technology

Resolution #:

Slip Type: CONTRACT

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):

I am requesting authorization to utilize the GSA contract Piggyback in order to procure a managed risk and compliance platform. This will replace the existing Arctic Wolf platform that we currently subscribe to and provide additional services such as vCISO, bi-annual penetration testing, and annual security assessments. With this platform we not only exceed what Arctic Wolf provided but it is done at a savings of \$14,671.96 per year compared to the AW product.

This is included in the 2024 IT Operating Budget.

Vendor/Provider

Term

Total Amount

Prior Amount

Local Share

State Share

Federal Share

Project No

Funds are in

Budgeted?

Account #

CREATION:

Date/Time:

Department:

4/1/2024 10:38:06 AM

APPROVALS:

Date/Time:

Approval:

Department:

2/20/2024 1:29 PM

Approved

County Executive

3/20/2024 10:49 AM

Approved

Legislature Chairman

ATTACHMENTS:

Name:

Description:

Type:



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Managed Risk and Compliance

Chemung County

Account Manager

Jaime Evanoff
(315) 624-9877
jevanoff@mapolce.com

Inside Account Manager

Dan Sindone
(315) 838-1636
dsindone@mapolce.com



M.A. Polce
IT & CYBERSECURITY

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Statement of Work

This services statement is governed under the terms of the Master Services Agreement located at <https://mapolce.com/msa> (the "MSA"). By accepting this corresponding quote, you accept the terms of the MSA. This services statement contains provisions that define, clarify, and govern the managed security services provided or facilitated (as applicable) by M.A. Polce Consulting, Inc. ("M.A. Polce", "we," "us," or "our"), as listed in the quote provided to you (the "Quote"). If you have any questions about the scope of services listed in this services statement or the Quote, or if you do not agree with the terms of the Quote or this services statement, then you should not sign the Quote and, instead, you should contact us for more information.

This services statement is our "owner's manual" that generally describes all managed security services provided or facilitated by M.A. Polce ("M.A. Polce"); however, only those services specifically described in the Quote will be facilitated and/or provided to you (collectively, the "Services"). Activities or items that are not specifically described in the Quote will be out of scope and will not be included unless otherwise agreed to by us in writing.

This services statement contains important provisions pertaining to the auto-renewal of the Services your Quote, as well as fee increases that may occur from time to time. Please read this services statement carefully and keep a copy for your records.

Scope

The services described below (collectively, "Services") will be provided to you under this services statement. Services that are not specifically described in this services statement will be out of scope and will not be provided to you unless otherwise agreed to by us in writing.

Executive Summary

M.A. Polce is pleased to offer the client a Managed Risk and Compliance proposal. Most, if not all, organizations are burdened by risk management and compliance. Some organizations don't know where to begin. Others simply don't have the staff to manage such initiatives. A large majority of organizations fall into both scenarios where a lack of direction and staffing challenges impede development of a comprehensive risk management and compliance program.

M.A. Polce can help solve these challenges that organizations are facing with our Managed Risk and Compliance service. With this service, our team will work closely with you to evaluate your risk posture and build a detailed and custom roadmap to guide you on your security mitigation efforts. Risk ratings, policies, and tasks are organized and displayed in a single dashboard for high visibility. Our streamlined process strengthens your defenses by



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continually assessing your environment, moving you toward compliance. The Managed Risk & Compliance service is an annual service billed monthly or annually, if desired.

The Managed Risk & Compliance service consists of the following core services delivered as part of this service:

1. One (1) monthly one (1) hour cadence call
2. One (1) hour per month of consultation
3. Develop and maintain security roadmap
4. Perform ongoing risk analysis
5. One (1) external vulnerability scan per month
6. Provide policy guidance on policies relevant to the organization
7. Two (2) 90 minute virtual tabletop exercises

The following add on security services have also been included in the scope of this work to help improve the overall security posture of the organization.

1. Two (2) Penetration Tests inclusive of up to 10,000 IPS addresses per test
2. Four (4) Vulnerability Scans inclusive of up to 10,000 IPS addresses per scan
3. Annual Security Assessment

Onboarding Services

Onboarding services are intended to prepare and transition the client environment for the ongoing monthly service which is described under the Ongoing Services section.

The onboarding services for this engagement are comprised of:

1. Hold initial kick off call with the client to determine service parameters
 - a. Define key points of contact for the client
 - b. Setup the monthly cadence calls
 - c. Setup the portal
 - d. Gather external IP Addressing information
 - e. Set tentative dates for the Tabletop exercises
 - f. Exchange contact information of team to the client
 - g. Complete the onboarding assessment questionnaire with the client and showcase additional assessments that will be required to align resources as required
2. Hold 90-minute client onboarding call with the client to complete the assigned assessments
 - a. Complete the assigned assessments with the client
 - b. Discuss the findings with the client and determine the plan, due date, and status for all identified items listed as severity level critical
3. Biannual Penetration Test

- a. Configure penetration testing appliance and ship to client for installation
 - b. Determine penetration testing dates and schedule accordingly
 - c. Determine subnets to be included in the penetration test
 - d. Determine any IP's to be excluded
 - e. Determine points of contacts where the reports should be delivered
4. Quarterly Vulnerability Scan
 - a. Configure vulnerability scanning appliance and ship to client for installation
 - b. Determine vulnerability scanning windows
 - c. Determine subnets to be included in the vulnerability scans
 - d. Determine any IP's or subnets to be excluded
 - e. Determine points of contacts where the reports should be delivered
5. Annual Security Assessment
 - a. Setup of testing appliance
 - b. Configure the security assessment tool with the desired testing subnets and credentials as required
 - c. Determine the approximate dates to begin the assessment
 - d. Determine key points of contacts that should be included in the biannual report deliverable

If deficiencies are discovered during the onboarding services, such as outdated equipment or unlicensed software, we will bring those issues to your attention and discuss the impact of the deficiencies on our provision of the Services and provide you with options to correct the deficiencies.

Depending on what is discovered in the Environment during the onboarding process, we may need to revise the scope of the services. (For example, we may discover additional equipment that needs to be covered, or hardware/software that needs to be replaced, etc.) If the scope of this services statement needs to be revised, you and we may agree to the revision by email or other written communication that specifically references this services statement. If you do not agree to such revisions, then we will proceed with the services as expressly described in the quote or, in our discretion, terminate this services statement with no further obligation from you or us, except for your payment of any services that had been provided to you up to the date of termination.

Ongoing Services

The following services will begin immediately after the onboarding services are completed and will continue during the term of this services statement.

1. Provide services to the client
 - a. Conduct one (1) monthly one (1) hour cadence call with the client to review the current security roadmap, assign tasks, interpret task assignments, discuss scans, review monthly report, and provide consultation.

- b. Provide one (1) consulting hour per month
 - c. Modification of the assessments within the portal as instructed by the client
 - d. Perform updating of the due dates, plans, severity level and statuses for the tasks
2. Perform one (1) monthly external vulnerability scan against the clients public IP addressing space
3. Generate reports
 - a. Generate one (1) report quarterly and email to the client
 - b. Generate one (1) external vulnerability scan report each month and email to the client prior to the cadence call
4. 90 Minute tabletop exercises
 - a. Conduct two (2) tabletop exercises remotely throughout the course of the engagement
 - b. Provide feedback for improvements
5. Provide policy guidance for default policies that have been completed and are relevant to the client's business during the last month of the engagement
6. Perform two (2) penetration tests on up to 10,000 IPS addresses per test
 - a. Perform test on both internal and external resources
 - b. Generate report complete with details on what systems can be compromised and the attack methodologies used to attack the systems
 - c. Include recommendations for remediation in the report
 - d. Provide and review the report with the client
 - e. Perform maintenance as required to ensure the appliance remains operational
7. Perform quarterly vulnerability assessments of up to 10,000 IPS addresses per assessment
 - a. Perform test on both internal and external resources
 - b. Generate report complete list of vulnerabilities and recommendations for remediation
 - c. Provide and review the report with the client
 - d. Perform maintenance as required to ensure the appliance remains operational
8. Provide annual security assessment for up to 999 end users
 - a. Perform scan against applicable systems within the clients active directory, Microsoft cloud, SharePoint On Premises, SNMP, and a sampling of endpoints including windows and Linux
 - b. Generate report complete with identified shortcomings and recommendations for remediation
 - c. Deliver and review the report with the client

Change Management Process

During the project, either party may request in writing additions, deletions, or modifications to the services described in this services statement. M.A. Polce Consulting shall have no obligation to commence work in connection with any change until the estimated fee and

schedule impact of the change is agreed upon in a written change request signed by the authorized signatories from both parties.

Within three (3) business days of receipt of the proposed change request, the client shall either indicate acceptance of the proposed change by signing the change request or advise us not to perform the change. If the client advises M.A. Polce Consulting not to perform the change, then we shall proceed only with the original services. In the absence of client acceptance or rejection within the timeframe noted, we will not perform the proposed change.

Client Responsibilities

The following is a list the activities and responsibilities which will be performed by the client at no charge to M.A. Polce Consulting.

1. The client must provide accurate and timely answers during the assessment phases
2. As the environment changes, the client must notify M.A. Polce of these changes so that the data within the roadmap portal can also be adjusted. Changes include but are not limited too.
 - a. New technologies, services, or environments added
 - b. Old technologies, services, or environments decommissioned
 - c. Assignments completed, deferred, or in progress
 - d. Change of criticality of associated policy and or assignment
3. Provide public IP addresses to be included in the external IP addressing vulnerability scans
4. Coordination of attendance of the key stakeholders for the tabletop exercises
 - a. M.A. Polce will be providing the tabletop remotely however recommends that clients sit in person during the session.
5. Further development of the policies
 - a. M.A. Polce is providing default policies that are relevant to the client's environment. It is the clients' responsibilities to take these policies and further develop them and make them their own
 - b. It is the client's responsibility to bring in other policies that may be relevant but not provided.
 - c. The policies provided will be provided near the end of the engagement because this will provide the client the most complete policies as they work throughout the engagement to further improve the security posture. The polices will be provided in PDF format and are the responsibility of the client to further refine and disseminate throughout the organization. No further customization of polices will be performed under the scope of this engagement
6. Remaining compliant is the client's responsibility. This service is being provided to assist the client on improving their cybersecurity journey which will help address piece

of cyber security regulations. But subscribing to this service will not automatically make the client compliant with said regulations

7. No audits are being provided. If audits are required, it is the client's responsibility to source them
8. The client is responsible for all work that falls outside the scope of work defined above. This includes work to accomplish tasks and assignments as directed by the
9. Define the primary point of contact(s)
 - a. Client to appoint a single point of contact of the service that will coordinate client resources and be accountable of the client responsibilities under this services statement
10. Penetration tests and Vulnerability Scans
 - a. The client must provide shipping details where the scanning and testing appliance shall be installed
 - b. The client must physically install the testing appliance, power the appliance on, and connect it to their data network
 - c. The client must provide M.A. Polce remote access by way of client VPN to the appliance as needed for troubleshooting and maintenance.
 - d. The client is responsible for configuration of the client VPN and providing login instructions to M.A. Polce Consulting
 - e. The client is responsible for shipping the appliance back to M.A. Polce if the agreement is terminated.
 - f. The client must confirm the desired date and time windows for the testing and scanning to be performed
 - g. The client must provide M.A. Polce remote access to the virtual appliance either through VPN or screenshare as required to successfully provide the services outlined in this scope of work
11. Security Assessment
 - a. Provide required credentials and access required to complete the assessment
 - b. If a scanning appliance is being provided by M.A. Polce, the client is responsible for plugging the appliance in, powering it on, and ensuring its communicating out properly.
 - c. If a scanning appliance is being provided by M.A. Polce, the client is responsible for shipping the appliance back to M.A. Polce upon direction of M.A. Polce to do so
 - d. If the scanning appliance is being provided by the client, the client must provide an environment that is meeting the minimum specifications below
 - i. Windows Operating System (Server 2022, Server 2019, Server 2016, Windows 11 Professional or Enterprise build 20H2 or higher, Windows 10 Professional or Enterprise build 20H2 or higher)
 - ii. Windows updates current
 - iii. 4 CPU cores from one CPU socket
 - iv. 1.4GHz (2.0GHz recommended)
 - v. 8GB RAM
 - vi. 50GB or more of Hard Disk Space (SSD Recommended)



vii. .NET Framework version 4.8 or higher

Client Delays

If a client responsibility (including any deliverables that are the responsibility of the client) is delayed more than (10) business days from the established due date, the client will be notified via email that the service will be placed in suspension and resources will be assigned to other services. Upon service suspension, the client can reinstate the service by contacting M.A. Polce Consulting's Project Manager, provided the client has completed the delayed responsibility (including any deliverables that are the responsibility of the client). A project reinstatement fee of \$500. USD will be invoiced to the client and must be paid in full in order to re-activate the service. Upon payment of the reinstatement fee in full, the project will be re-activated and rescheduled based on M.A. Polce Consulting's then current workload and resource availability. Any additional labor required to ramp back up on the service will be billed in addition to the original service cost.

Key Deliverables

The following is a list of the key project deliverables that will be produced within the scope of this engagement, and which must be formally reviewed and accepted under the process described in this services statement.

Deliverable Name	Deliverable Description	Acceptance Criteria
Default Policies	Default policies that are relevant to the client's business will be generated and provided to the client during the last month of the engagement	Review of the default policies
Quarterly Roadmap	Quarterly report that shows the current roadmap and the progress made	Review of the quarterly report at the cadence call
Monthly External Vulnerability Scan	Monthly external vulnerability scan report	Review of the monthly external vulnerability scan report during the monthly cadence call.
Biannual Penetration Test Report	Biannual Penetration Testing report complete with findings and recommendations for remediation	Review of the biannual Penetration testing report

Quarterly Vulnerability Scan Report	Quarterly vulnerability scan report complete with findings and recommendations for remediation	Review of the quarterly vulnerability scan report
Security Assessment Report	Annual Security Assessment Report complete with findings and recommendations for remediation	Review of the Security Assessment Report

Deliverable Acceptance Process

At specified milestones throughout the service, M.A. Polce Consulting will submit completed deliverables for the clients review and approval. Service deliverables will fall into the following categories:

- Document deliverables (e.g. Word, Excel, Visio, Project, etc.)
- Functioning components or solution deliverables (Hardware deployed and operational)

The clients use or partial use of a deliverable will constitute acceptance of that deliverable. the client may provide its acceptance or rejection of deliverables electronically through email. The following details the acceptance process for each of the deliverable types.

Document Deliverables: Within five business days from the date of submittal, Customer must either:

- Accept the Document Deliverable by signing, dating and returning the Deliverable Acceptance Form
- OR
- Provide a written notice rejecting the Document Deliverable, including a single and complete list describing every reason for rejection.

The following assumptions also apply:

- Document deliverables shall be deemed accepted unless Customer provides a timely, written rejection notice as described above.
- M.A. Polce Consulting will correct problems with a Document Deliverable that are identified in the written rejection notice, as described above, and within the scope of this services statement, after which the Document Deliverable will be deemed accepted.

Issues that are outside the scope of this services statement and feedback provided after Deliverable has been deemed accepted will be addressed as a potential change of scope pursuant to the Change Management process outlined in this services statement.

Assumptions / Minimum Requirements

The scheduling, fees and provision of the Services are based upon the following assumptions and minimum requirements:

1. M.A. Polce is under the assumption that all conditions will be met under the client Responsibilities section.
2. All services will be provided to the client remotely
3. Signing of this contract by the Client constitutes the Client's verification of authorization to test the network for vulnerabilities and perform penetration testing services when applicable.
4. Any costs required to bring the Environment up to these minimum standards are not included in this services statement.

Exclusions

Services that are not expressly described in this services statement will be out of scope and will not be provided to Client unless otherwise agreed, in writing, by M.A. Polce. Without limiting the foregoing, the following services are expressly excluded under this services statement, and if required to be performed, must be agreed upon by M.A. Polce in writing:

1. Vulnerability assessment(s) and penetration tests are not designed to fulfill any specific compliance requirements that may pertain to the environment. These can be provided outside the scope of this services statement.
2. No incident response services are not provided within this service. Incident response services can be purchased separately if desired.

Risks

No material risks have been identified.

Dependencies

No material dependencies have been identified.

Fees

Fees will be calculated and invoiced to you in accordance with the amounts indicated in Quote. All fees are billed on a monthly, net 30 day basis unless otherwise indicated in the Quote.

1. Changes to Environment. Initially, you will be charged the monthly fees indicated in the Quote. Thereafter, if the Managed Environment changes, then you agree that we may automatically and immediately modify the fees to accommodate those changes. Under no circumstances will the monthly fees drop below the amounts initially indicated in the Quote without our consent.
2. Fee Increases. We reserve the right to increase our fees from time to time; provided, however, we will not do so more than once per calendar year. If an increase is more than

five percent (5%) of the fees charged for the Services in the prior calendar year, then you will be provided with a sixty (60) day opportunity to terminate the affected Services by providing us with written notice of termination, and you will be responsible for the payment of all fees that accrue up to the termination date and all pre-approved, non-mitigatable expenses that we incurred in our provision of the Services through the date of termination. Your continued acceptance or use of the Services after this sixty (60) day period will indicate your acceptance of the increased fees.

In addition to the foregoing, we reserve the right to pass through to you any increases in the costs and/or fees charged by third party providers for the third party services ("Pass Through Increases"). Since we do not control third party providers, we cannot predict whether such price increases will occur, however, should they occur, we will endeavor to provide you with as much advance notice as reasonably possible. Pass Through Increases are not considered to be "Fee Increases" as described above and are not subject to the five percent trigger described in the preceding paragraph.

3. **Microsoft Licensing Fees.** The Services may require us to purchase certain "per seat" licenses from Microsoft (which Microsoft refers to as New Commerce Experience or "NCE Licenses") for certain applications (each, an "NCE Application"). To leverage the discounts offered by Microsoft for these applications and to pass those discounts through to you, we may purchase NCE Licenses for one (1) year terms for the NCE Applications. As per Microsoft's requirements, NCE Licenses cannot be canceled once they are purchased and cannot be transferred to any other customer. For that reason, you understand and agree that regardless of the reason for termination of the Services, you are required to pay for all applicable NCE Licenses in full for the entire term of those licenses. Provided that you have paid for the NCE Licenses in full, you will be permitted to use those licenses until they expire, even if you move to a different managed service provider.
4. **Travel Time.** If onsite services are provided, we will travel up to 45 minutes from our office to your location at no charge. Time spent traveling beyond 45 minutes (e.g., locations that are beyond 45 minutes from our office, occasions on which traffic conditions extend our drive time beyond 45 minutes one-way, etc.) will be billed to you at our then current hourly rates. In addition, you will be billed for all tolls, parking fees, and related expenses that we incur if we provide onsite services to you.

Term

The Services will be provided for the term indicated in the Quote and will begin no later than ten (10) days from the date of the latest date of the signed Quote (unless you and we agree to a different date).

Auto-Renewal. Unless sooner terminated pursuant to the MSA, upon the expiration of the initial term of the Services, the Services term will automatically renew on a year-to-year basis unless one party notifies the other party of its specific intention to not renew the Services no less than seventy-five (75) days prior to the end of the then-current term.

Additional Terms

1. **Remediation; Exclusions.** The security solutions and protocols described in this services statement are provided by one or more third party vendors. Remediation activities (i.e., activities required to remediate, reverse, and/or resolve the results of Security Incidents (defined below)) are not included in the scope of the Services and, if initially attempted or provided by M.A. Polce, are limited to those features and functions available through the applicable Third Party Service Provider's solution only. Given the varied number of possible Security Incidents, we cannot and do not warrant or guarantee (i) the amount of time required to remediate the effects of a Security Incident or that recovery will be possible under all circumstances, or (ii) that all data impacted by the Security Incident will be accessible or recoverable. For the purposes of this paragraph, a Security Incident means any unauthorized or impermissible access to or use of the Managed Environment, or any unauthorized or impermissible disclosure of Client's data or confidential information (such as user names, passwords, etc.), that (i) compromises the security or privacy of the information or applications in, or the structure or integrity of, the Managed Environment, or (ii) prevents normal access to the Managed Environment, or impedes or disrupts the normal functions of the Managed Environment. The scope of Services does not include any services that may be necessary to recover lost or damaged data, or data that has been made inaccessible or irretrievable due to user error or due to any Security Incident. Such activities, if agreed upon by M.A. Polce, will be provided at our then-current hourly rates.
2. **Anti-Virus; Anti-Malware.** The security solutions provided pursuant to the Quote will generally protect the Managed Environment from becoming infected with new viruses and malware ("Viruses"); however, Viruses that exist in the Managed Environment at the time that the security solution is implemented may not be capable of being removed without additional services, for which a charge may be incurred. We do not warrant or guarantee that all Viruses and related malware will be capable of being detected, avoided, or removed, or that any data erased, corrupted, or encrypted by malware will be recoverable.
3. **No Third Party Scanning.** Unless we authorize such activity in writing, you will not conduct any test, nor request or allow any third party (other than those parties designated by M.A. Polce) to conduct any test, diagnostic or otherwise, of the security system, protocols, processes, or solutions that are implemented in the Managed Environment ("Testing Activity"). Any services required to diagnose or remediate errors, issues, or problems arising from unauthorized Testing Activity is not covered under this services statement, and if you request us (and we elect) to perform those services, those services will be billed to you at our then-current hourly rates.
4. **Grant of License.** The Services may require us to obtain and use third party software, the use of which is subject to end user license agreements ("EULAs"). All persons using any device in the Managed Environment must comply with all applicable EULAs. As long as the third party software is used in accordance with that software's normal functions and features and as otherwise directed by us, then compliance with any applicable EULA will be fulfilled. If, however, we discover that any third party software is being used in any manner that violates a EULA, then we may suspend your access to our services and, if applicable, to the third party software until you resume compliance.



5. **Data Use Restrictions.** Any data that is generated from the Services shall not be used by you as a factor in or for the purpose of establishing an individual's eligibility for, or evaluating any individual with respect to, (i) credit or insurance to be used primarily for personal, family, or household purposes, (ii) employment, promotion, reassignment or retention as an employee, or (iii) any other purpose under Section 604 of the Fair Credit Reporting Act.
6. **Guidance.** Any training materials or training sessions made available to you are for your general informational and educational purposes only. Such information is provided on an "as is" basis, and M.A. Polce does not warrant or represent that the training information will cover all potential security issues, risks, or threats.
7. **Removal of Software Agents.** Unless we expressly direct you to do so, you must not remove or disable, or attempt to remove or disable, any software agents that we install in the Managed Environment. Doing so may make it difficult or impracticable to remove the software agents, which could result in network vulnerabilities and/or service fees and the continuation of license fees for the software agents for which you will be responsible.
8. **Credentials.** To access or receive our services, you may be asked to provide us with a unique username and password for each user authorized to use or benefit from the Services ("Credentials"). The integrity and security of the Credentials is your responsibility, and you must notify us immediately if any authorized user's Credentials have been disclosed or accessed by unauthorized persons. We will not ask you for your Credentials, and you should never disclose your Credentials to any third party.
9. **Penetration Testing; Vulnerability Assessment:** You understand and agrees that security devices, alarms, or other security measures, both physical and virtual, may be tripped or activated during the penetration testing process, despite our efforts to avoid such occurrences. You will be solely responsible for notifying any monitoring company and all law enforcement authorities of the potential for "false alarms" due to the provision of the penetration testing services, and you agree to take all steps necessary to ensure that false alarms are not reported or treated as "real alarms" or credible threats against any person, place or property. Some alarms and advanced security measures, when activated, may cause the partial or complete shutdown of the Environment, causing substantial downtime and/or delay to your business activities. We will not be responsible for and will be held harmless and indemnified by you against, any claims, costs, fees or expenses arising or resulting from (i) any response to the penetration testing services by any monitoring company or law enforcement authorities, or (ii) the partial or complete shutdown of the Environment by any alarm or security monitoring device.
10. **HaaS:** You will use all M.A. Polce-hosted or M.A. Polce-supplied equipment and hardware (collectively, "Infrastructure") for your internal business purposes only. You shall not sublease, sublicense, rent or otherwise make the Infrastructure available to any third party without our prior written consent. You agree to refrain from using the Infrastructure in a manner that unreasonably or materially interferes with our other hosted equipment or hardware, or in a manner that disrupts or which is likely to disrupt the services that we provide to our other clientele. We reserve the right to throttle or suspend your access and/or use of the Infrastructure if we believe, in our sole but reasonable judgment, that your use of the Infrastructure is violates the terms of this services statement or the Agreement.

11. Copyrighted Material. All training videos and other training materials supplied or made accessible to you under this services statement are owned by the authors of those materials and are protected by copyright. You shall not copy, edit, modify, resell, sublicense, or otherwise use those materials in any manner that violates the applicable author's copyrights or other intellectual property rights.
12. Return of Hardware as a Service. Within ten (10) days after the effective date of termination or expiration of this services statement, Client will remove, package and ship, at Client's expense and in a commercially reasonable manner, all hardware, equipment, and accessories provided to Client by M.A. Polce that were used in the provision of the Services. If you fail to timely return all equipment to us, or if the equipment is returned to us damaged (normal wear and tear excepted), then we will have the right to charge you, and you hereby agree to pay, the replacement value of all such unreturned or damaged equipment provided as HaaS.

Quoted To:

Chemung County
Aaron Dowd
PO Box 588
210 Lake Street, 2nd Floor
Elmira, NY 14902-0588
United States

Prepared By:

Jaime Evanoff
Business Development Manager
jevanoff@mapolce.com
(315) 624-9877

Description	Unit Price	Qty	Ext. Price
Managed Risk & Compliance Contract Dates: 2/1/2024 to 1/31/2025			
Managed Risk & Compliance	\$1,104.74	12	\$13,256.88
Biannual Penetration Testing & Quarterly Vulnerability Scanning			
Penetration Testing Up & Vulnerability Scanning	\$2,274.99	12	\$27,299.88
Annual Security Assessment			
Security Assessment	\$530.94	12	\$6,371.28
GSA Services Contract # 47QTCA18D00BJ			
Subtotal			\$46,928.04
Tax			\$0.00
Shipping			\$0.00
Grand Total			\$46,928.04

Disclaimer: The data in this proposal is M. A. Polce Consulting, Inc. confidential and shall not be disclosed outside the receiving party and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal. If a contract is awarded to M. A. Polce Consulting, Inc. as a result of or in connection with the submission of this data, the receiving party shall have the right to duplicate, use, or disclose the data to the extent provided in the contract.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Billing Terms and Procedures

100% of Hardware/Software components and 50% of fixed or estimated labor costs will be invoiced upon acceptance of this proposal and is due upon receipt of the invoice. Payments must be received prior to the purchase of any hardware and the start of any services.

Quote Validity

Typographical and stenographic errors are subject to correction.

Component availability will be noted in the event that a particular component is unavailable. Estimated delivery dates will be provided on a best effort basis. MA Polce will communicate changes in availability as we are made aware of them throughout the procurement process.

Expiration

The offer for this proposed custom technology installation as described in this document is good for the month that it is created in, after which an entirely new agreement must be negotiated.

STAMP_ITEMNUMB

A Disaster Recovery plan will assure that a loss is minor and only a temporary problem, restoring your business operations quickly. Connect with M.A. Polce for more information today!



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Presentation - Wastewater Treatment Plant Consolidation Project Update, Alexandra Rennie, Executive Director, Chemung County Sewer Districts

Resolution #:

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):


CREATION:

Date/Time:	Department:
3/22/2024 10:04:51 AM	

APPROVALS:

Date/Time:	Approval:	Department:	
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ATTACHMENTS:

Name:	Description:	Type:
 2024-22_CCSD_County_Legislature_Update_DRAFT.pdf	Presentation	Presentation

STAMP_ITEMNUMB

Chemung County Sewer Districts Consolidation Program

Project Update with the Chemung County Legislature

April 22, 2024

STAMP_ITEMNUMBER



Agenda



01 Program Overview

02 Consolidation Project Contract Overview

03 Progress Schedule Updates

04 Financing Updates

05 Questions and Discussion

STAMP_ITEMNUMBER



01

Program Overview

STAMP_ITEMNUMBER

Program Components

CCSD Consolidation Program

 **ARCADIS**

WWTP Consolidation Project

Regional WWTP Design
& Construction

Lake Street Design
& Construction

Improve Treatment Capacity



Conveyance Project

Outfall Conversion

Siphon / River / Levee Crossing

New Gravity Sewer

Connect Systems



Collection Improvements

Combined Sewer Overflow
Compliance

Separate Sewer Flow
Minimization

SSO/CSO Long-Term Control

Optimize Infrastructure



Internal Reorganization

District Consolidation

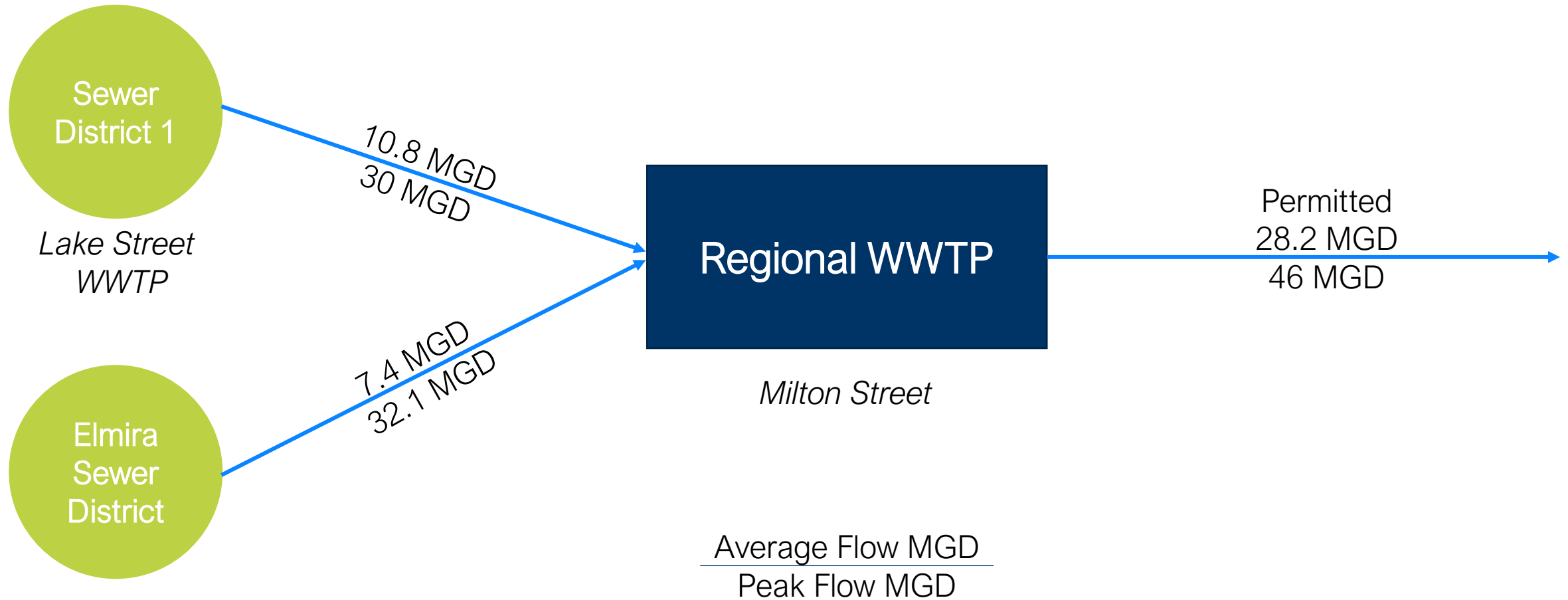
Long Term Maintenance
Planning

Rate Planning

Sustain Communities

STAMP_ITEMNUMBER
The largest investment in our community, ever.

Proposed Consolidated Flows



STAMP_ITEMNUMBER

Our Priorities



Build the Project Safely

Everyone Gets Home Safe

Build the Project Cost Effectively

For Chemung County Ratepayers and
NYS Taxpayers

Maintain SPDES Compliance

During Construction and New Process
Startups

STAMP_ITEMNUMBER



02

Consolidation Project Contract Overview

STAMP_ITEMNUMBER

Construction Contract Overview

Preliminary WWTP Contracts

- No. 1 Administration Building HVAC
 - 1A Electrical
 - 1B HVAC*NTP issued July 20, 2022*
- No. 2 Regional WWTP Site Preparation
Project completed November 3, 2022

WWTP Consolidation Contracts

- No. 4A General - Regional WWTP
- No. 4B General - Influent Lift Stations
- No. 4C Plumbing
- No. 4D HVAC
- No. 4E Electrical
NTP issued December 1, 2022

Conveyance Contracts

- No. 5A Conveyances
NTP issued March 8, 2023
- No. 5B Sewer Rehabilitation
NTP issued September 27, 2023

STAMP_ITEMNUMBER

Lake Street WWTP Progress



- *Completed Electrical Distribution Building*
- *Installed Electrical Feeders and Ductbank*
- *Installed Temporary Electrical WWTP Power Supply so new Facilities can be Constructed*
- *Initiated Construction of New Lift Station*

Milton Street WWTP Progress



STAMP ITEMNUMBER

Milton Street WWTP Progress



- *Completed Electrical Distribution Building*
- *Installed 60% of the Electrical Ductbanks*
- *District 1 Lift Station Excavation, Support of Excavation and Wet Well Completed*
- *Installed 75% of 48-inch Dia. Primary Clarifier Influent and Effluent*
- *Completed Primary Flow Metering Structure*

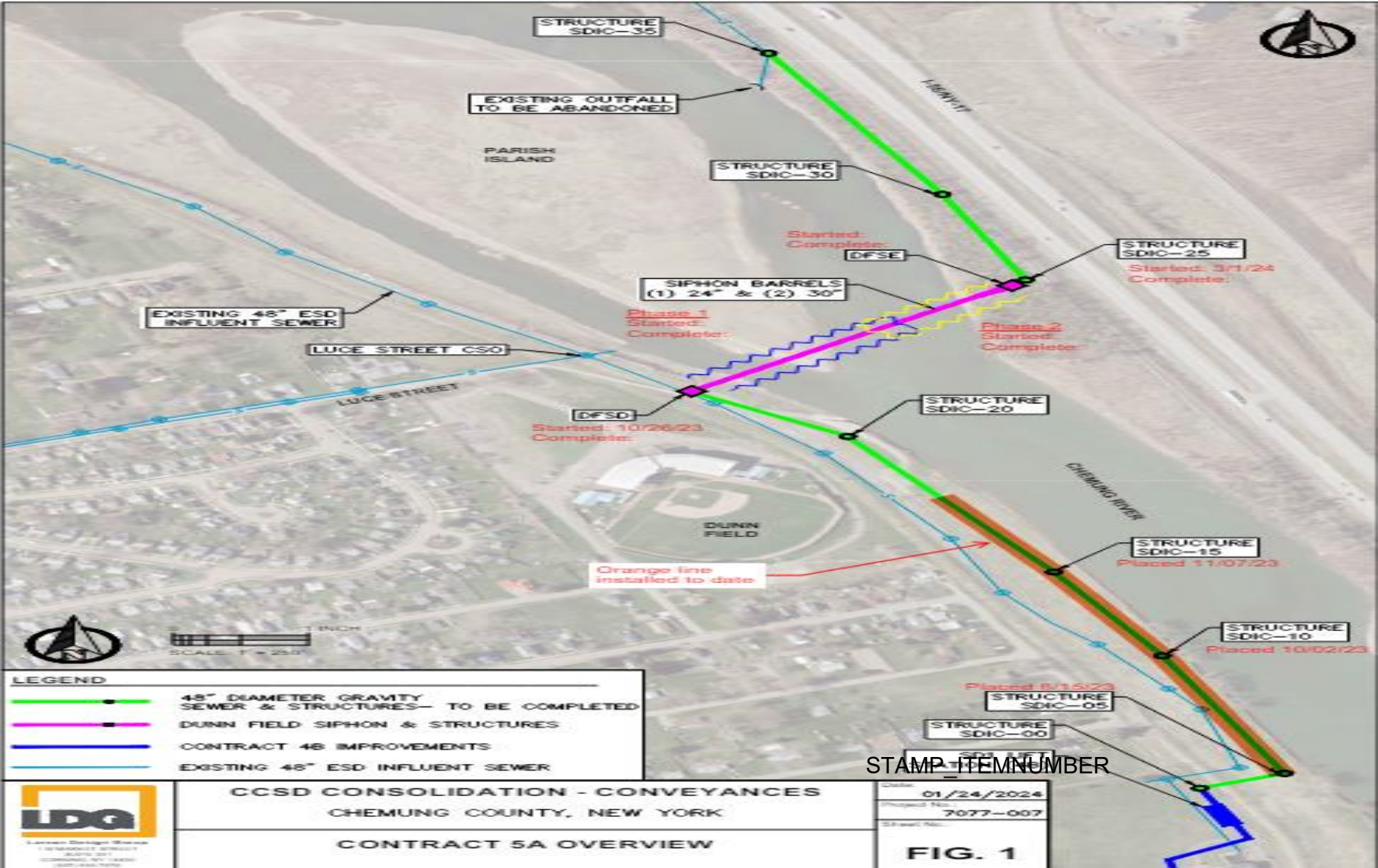
Milton Street WWTP Progress



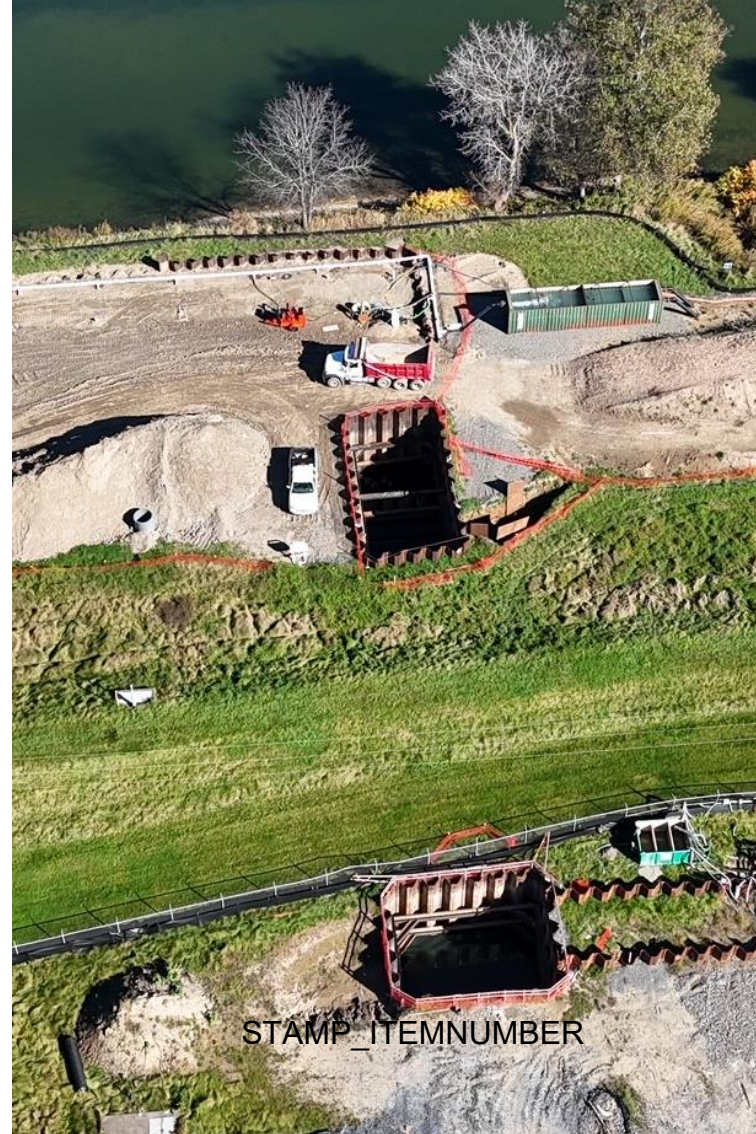
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- *Trickling Filter Pump Station Addition Below Grade Structure Completed*
- *Trickling Filter Nos. 3 and 4 Structures and Media Completed*
- *Solids Contract Tank Structure Completed*
- *Secondary Clarifier Nos. 3 and 4 Structures Completed*
- *Scum and Sludge Pump Station Structure Completed*
- *New UV Being Constructed*

Conveyances Progress Overview



Conveyances Progress



- *2,000-Feet of 48-Inch Dia. Sewer Installed*
- *3 Manhole Structures Installed*
- *Transfer Flow Structure Completed*
- *Upstream Siphon Structure under Construction*
- *Levee Crossing with 48-Inch Dia. Sewer Completed at Milton Street*

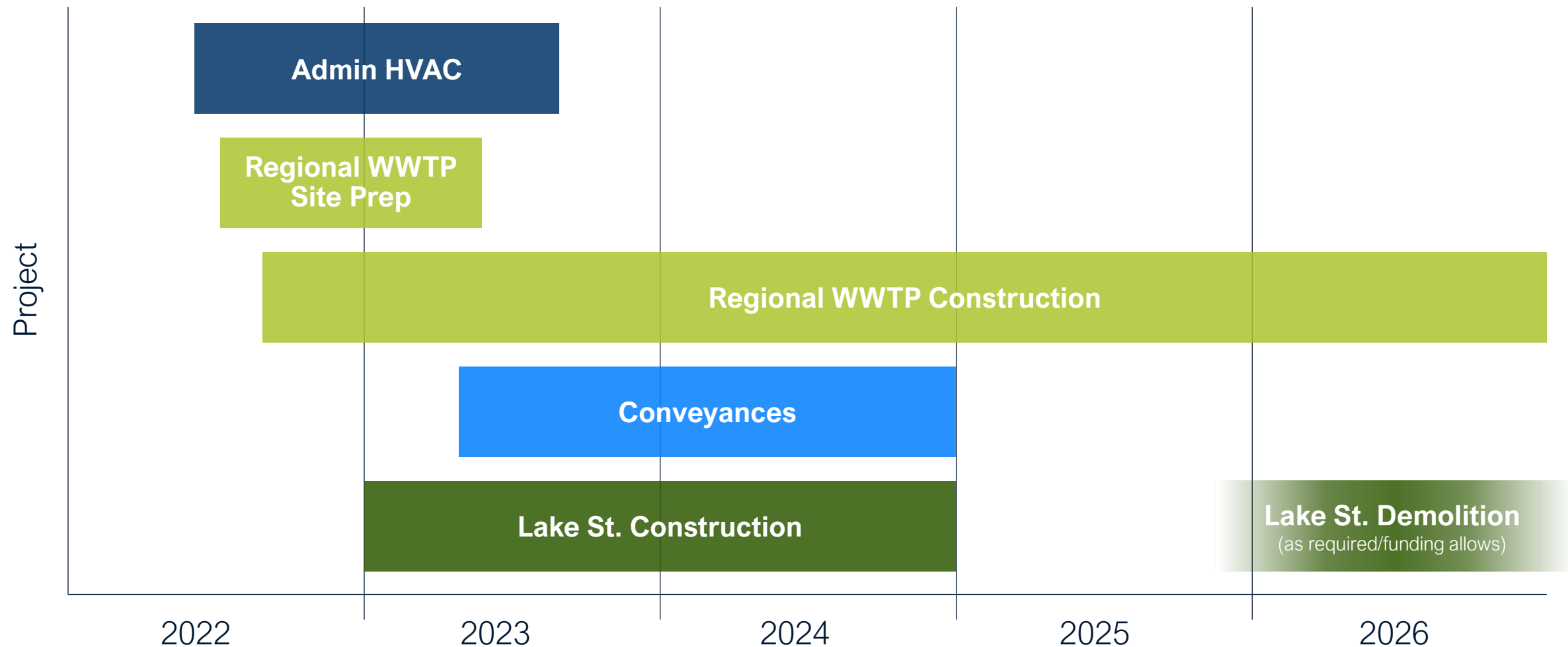


03

Project Schedule Update

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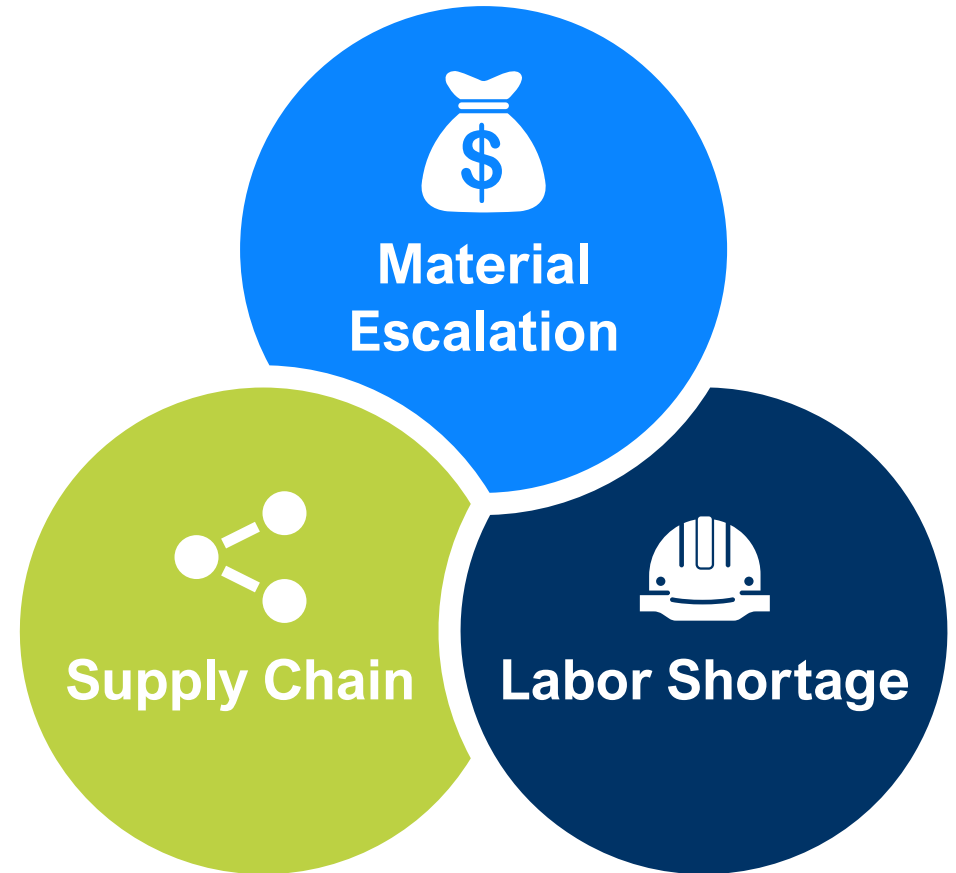
Project Schedule



4 Full Years of Construction

Construction Impacts

Due to the COVID-19 Pandemic



STAMP_ITEMNUMBER

Main Construction Impacts

Ongoing Risks to Completing Project on Schedule

Contract 1 – Admin Building HVAC

- Delays in obtaining electrical components has significantly delayed project, resulting in a year delay

Contract 4 - WWTP Consolidation

- Delays in obtaining major electrical equipment and emergency generators has delayed internal contract milestones by over a year
- Unforeseen subsurface conditions has resulted in construction delays and increased costs on Sewer District No. 1 Pump Station
- Addition of Digester Cover rehabilitation into project may impact solids handling completion

Contract 5 - Conveyances

- Unforeseen subsurface conditions at levee crossing has resulted in construction delays
- Delays in river crossing and potential ramifications with mussel relocation efforts could impact project schedule

Financing

- Inability to close on financing could increase overall program costs as County is self-funding projects resulting in increased costs to rate payers

STAMP_ITEMNUMBER



04

Funding Update

STAMP_ITEMNUMBER

Financing Updates

Grants Awarded to Date

- \$10M WQIP awarded December 2021
- \$25M WIIA awarded April 2022
- \$1M CDS awarded 2023
- \$1M ARP from City of Elmira 2023
- \$150K ARC awarded in 2021
- \$25M BIL awarded March 2024
- Total Grants Awarded to Date: \$62M+

STAMP_ITEMNUMBER

Financing Updates

Potential Grant Opportunities and Other Funding

- Qualified for Hardship funding, 0% interest on first \$22M loaned
- EFC Low Interest Loans, closing Spring 2024
- Have applied for additional yearly WQIP \$10M grants
- Have applied for additional yearly CDS \$1M grants
- Other?

STAMP_ITEMNUMBER



05

Questions and Discussion

STAMP_ITEMNUMBER

Thank You

We look forward to our continued collaboration

Ali Rennie, PE

Executive Director, CCSD

✉ abrennie@chemungcountyny.gov

John Perriello, PE

Project Manager WWTP, Arcadis

✉ John.Perriello@arcadis.com

STAMP_ITEMNUMBER

Schedule Mitigation Measures

Delays in Obtaining Electrical Equipment

- **Contract 1:** We have negotiated with the contractors to extend the project schedule to accommodate the extended lead time of the electrical equipment at no additional cost.
- **Contract 4:** We are undergoing a significant effort to develop a Recovery Schedule to try to the meet SPDES compliance dates.
- **Contract 4:** Since the contract interim milestones cannot be met, we are working with the contractors to establish new interim contract milestones by implementing interim electrical measures at added cost to CCSD to keep the project moving and help meet SPDES compliance dates and avoid significant cost impacts due to delays.

Schedule Mitigation Measures

Other Potential Delays

- Contract 4: We are working with the contractor to determine the most efficient method to deal with the unforeseen subsurface conditions at the SD1 pump station and as a result we are proceeding with a pile foundation and reinforced mud mat system.
- Contract 4: We are working with the contractor to include the rehabilitation of the existing Digester Covers; however, it should be noted that a potential delay in schedule from this work will not affect the finished effluent quality of the WWTP.
- Contract 5: Unforeseen subsurface conditions at the Milton Street levee crossing resulted in changing the crossing method from jack-and-bore to microtunnelling. We have coordinated with DEC and the Corps and successfully accomplished the levee crossing.

STAMP_ITEMNUMBER



CHEMUNG COUNTY ROUTE SLIP * PERSONNEL REQUISITION

Presentation - Michelle Podolec, Executive Director, Cornell Cooperative Extension of Chemung County
- Agriculture and Natural Resource Programs

Resolution #:

Slip Type: OTHER

SEQRA status

State Mandated False

Explain action needed or Position requested (justification):


CREATION:

Date/Time:	Department:
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APPROVALS:

Date/Time:	Approval:	Department:	
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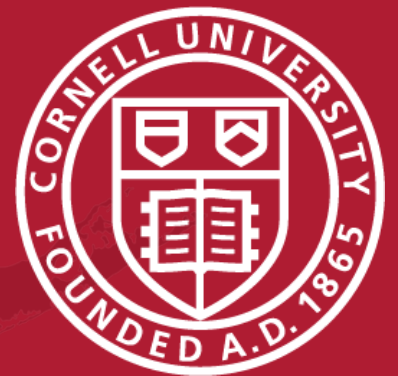
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Cornell Cooperative Extension



STAMP_ITEMNUMBER

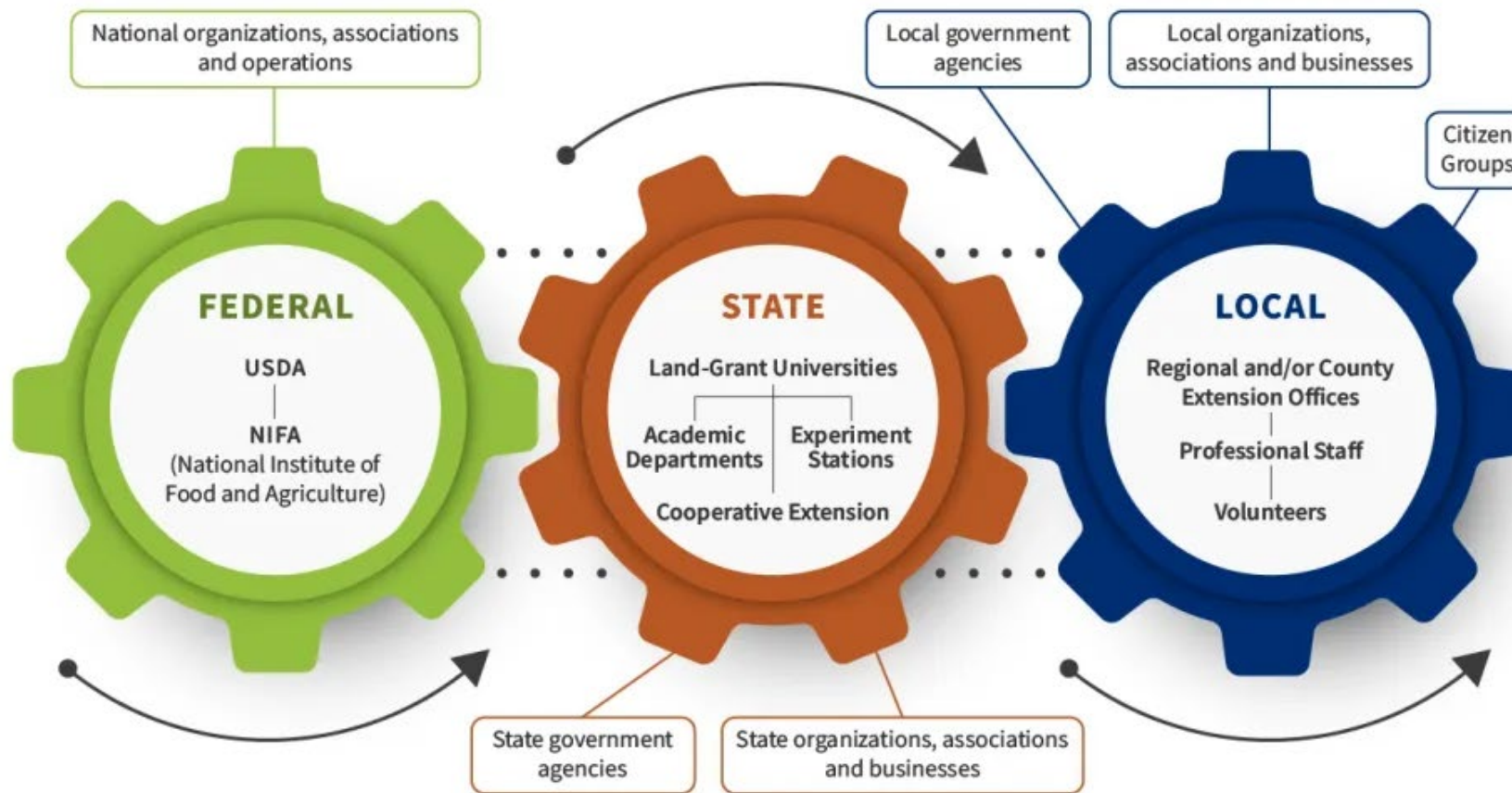


CCE puts knowledge to work in pursuit of economic vitality, ecological sustainability and social well-being. We bring local experience and research-based solutions together, helping New York state families and communities thrive in our rapidly changing world.

STAMP_ITEMNUMBER

Cornell Cooperative Extension

Extension: Improving Lives in Rural and Urban Areas



STAMP_ITEMNUMBER



Local CCE Chemung Programs

4-H Youth
Development

Community and
Economic Vitality

Nutrition

Agriculture

Natural
Resources

STAMP_ITEMNUMBER

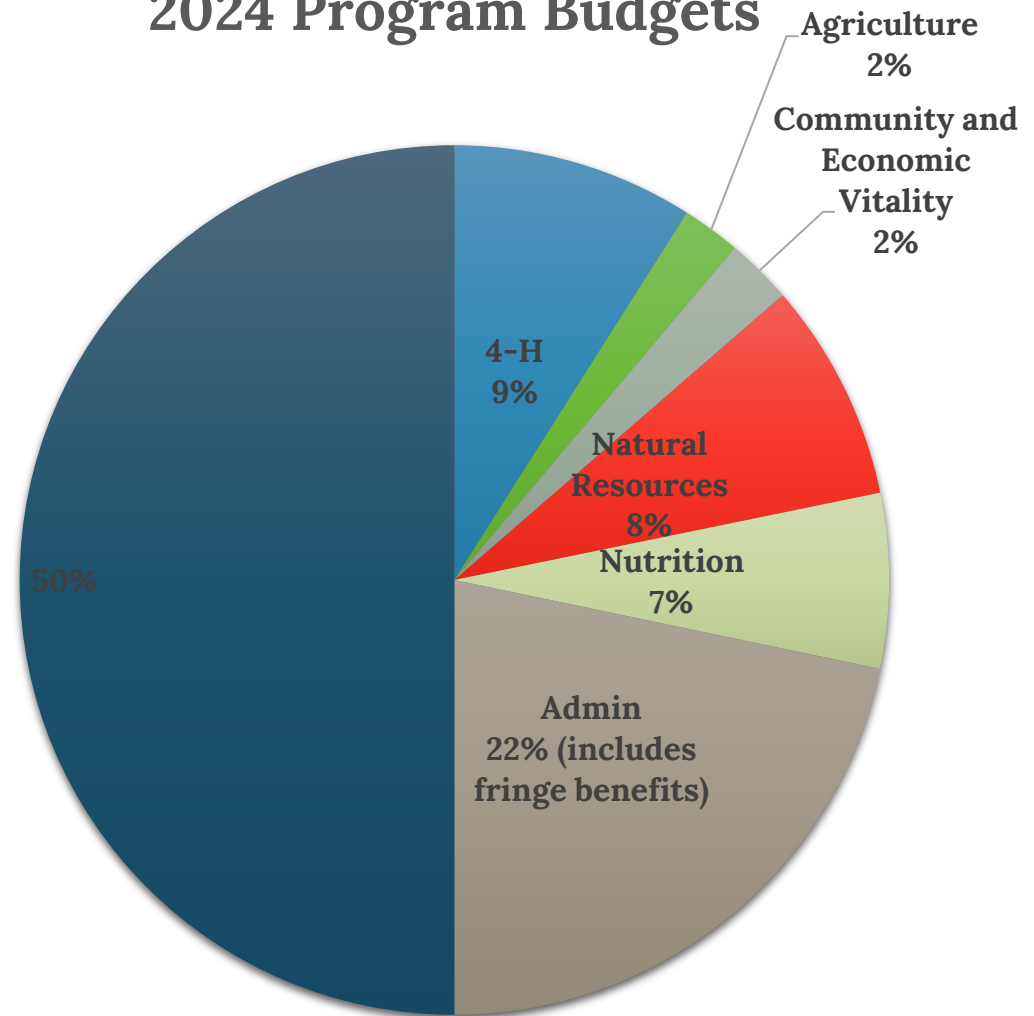


CCE Chemung

Budget 2024

- \$278,826 in appropriations from Chemung Co. in 2024
- \$96,000 in-kind from Chemung Co. in 2024 (use of office space)
- Total Budget 2024 **\$1,512,917**

2024 Program Budgets



STAMP_ITEMNUMBER



Agriculture

Ag Vitality, Ag Awareness, Ag Enhancement, and Energy Commission

CCE Chemung Agriculture program provides resources, training, and technical assistance in agriculture.

100% funding from Chemung County

1 Staff FTE 37.5 hours



Community partners: Farm Bureau, Ag and Farmland Protection Board, CC SWCD

Committees: Farm Bureau, Ag and Farmland Protection Board

Membership: NYSAR3 (New York State Association of Reduce, Reuse and Recycle)

STAMP_ITEMNUMBER

Objectives



- **Assist agriculturalists** in all sectors of the industry in optimizing production management, improving profitability and sustainability in accordance with their goals
- **Increase agricultural awareness** through specialized public events and media campaigns
- **Improve the long-term viability and well-being of the agriculture community in Chemung County**

STAMP_ITEMNUMBER

Activities

- Ag Literacy (86 Classrooms in 2024)
- Agritourism
- Beef Quality Assurance
- Succession Planning
- Mental Health
- Invasive Species
- Clean Sweep
- Ag Energy
- Annies's Project
- Chemung County Fair
- Wisner Farmers Market
- Fall Fest
- After School Enrichment

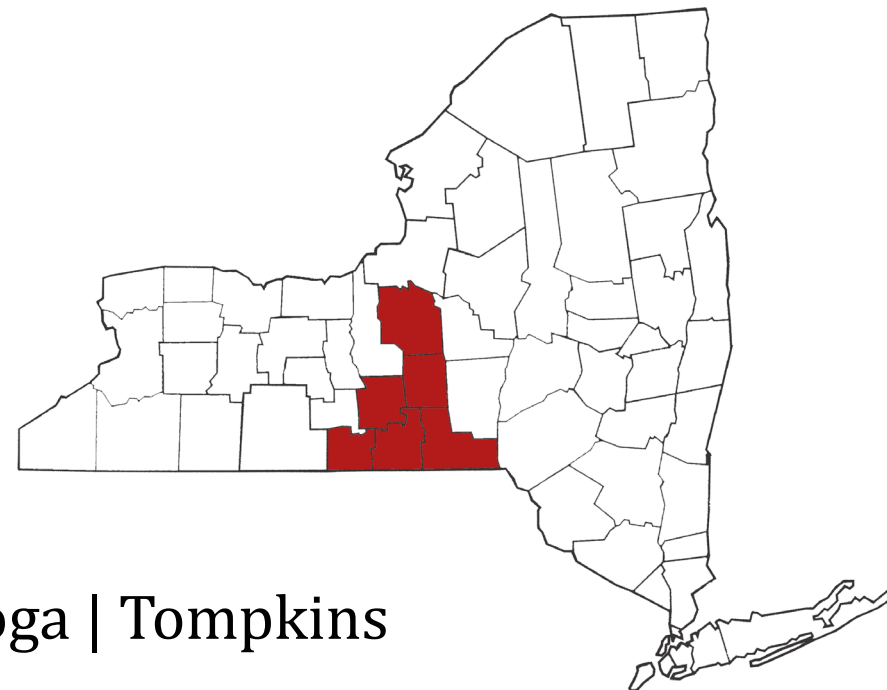
Cornell Cooperative Extension



STAMP_ITEMNUMBER

The South-Central Dairy and Field Crops Program is a Cornell Cooperative Extension partnership between Cornell University and the CCE associations in six counties.

Broome | Cayuga | Chemung | Cortland | Tioga | Tompkins



Janice Degni
Field Crop Specialist



Betsy Hicks
Dairy Specialist



Donette Griffith
Administrative Assistant

Team Members:

First Cutting Monitoring – May 5th, 2023 SCNY Report



This is the team’s first week of monitoring alfalfa heights for first cutting quality in 2023. The full report for our six-county region (Broome, Cayuga, Chemung, Cortland, Tioga, Tompkins Counties) can be found in the following link: [Alfalfa Height Reporting Sheet 5.2.23](#).

Welcome to our blog!

This week’s updates:

Team agronomist, Janice Degni, offers her hay crop report to kick off our weekly updates.

Hay crop broke dormancy earlier this year than the last few. Two weeks with several days reaching 70 and 80 degree and some light rain spurred alfalfa and grass growth.

Trees began leafing out 2-3 weeks ahead of what’s typically early May. Fields were soggy this week after the 3” or more of rain that fell across our region over the weekend.

Unfortunately there was significant flooding along the rivers. If we start to get higher temperatures, hay fields could surprise us with earlier than expected maturity.

Name		SCNY Dairy & FC Team		Date	5/23/2023						
County	Town	Road Name	Elevation	Alfalfa Height Inches	Predicted Grass NDF	Predicted % 50/50 Mix NDF	Predicted Alfalfa % NDF	Predicted Date to Cut Grass	Predicted Date to Cut Mix	Predicted Date to Cut Alfalfa	STAMP_ITEMNUMBER
Chemung	Wellsburg	Stanley Roberts Road	815	34.5	66.8	54.0	42.7		5/10/23	5/13/23	
Chemung	Wellsburg	Wilawana Road	800	cut							
Chemung	Veteran	Middle Road and Smith	950	26	59.5	46.6	36.7		5/19/23	5/25/23	
Chemung	Horseheads	Dann Blvd		30.5	63.3	50.5	39.9		5/14/23	5/19/23	
Chemung	Horseheads	Dann Blvd	1330	22.5	56.4	43.6	34.3		5/23/23	5/30/23	
Cortland	Homer	Houghton Hill	1526	cut							
Cortland	Homer	Cutler Road	1310	cut							
Cortland	Preble	Currie Road & Route 11	1190	27	60.3	47.5	37.4		5/18/23	5/24/23	
Cortland	Preble	East Hill	1812	18	52.6	39.7	31.1		5/28/23	6/5/23	
Cortland	Homer	E. Homer Baltimore Rd	1526								
Cortland	Homer	1748 O’Shea Rd	1488	22	56.0	43.2	33.9		5/24/23	5/31/23	
Cortland	Marathon	Francis Road	1060	20	54.3	41.4	32.5		5/26/23	6/3/23	
Cortland	Virgil	Page Green Rd.	1450	15	50.0	37.1	29.0		5/26/23	6/3/23	
Cortland	Virgil	Church Street	1420	cut							
Cortland	Homer	Dillon Road	1325	24	57.7	44.9	35.3		5/21/23	5/28/23	
Onondaga	Skaneateles	Route 38A	879	cut							
Tioga	Nichols	E River Rd	810	24	57.7	44.9	35.3		5/21/23	5/28/23	

Hay & Forage Grower

HAY	SILAGE	LIVESTOCK	GRAZING	MARKET
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There’s no cutting like first cutting



“Focus on Farm Management: Areas of Excellence & Opportunity with Calves, Transition Cows & Cow Comfort”

Cornell
Cooperative
Extension



- **On-farm assessment** in three areas
- **Benchmark comparison** – 18 total herds
- **Action plan** – focus on reducing lame cows & improving comfort
- **Changes made** – improving barn floor surface, attention to individual cows & cleaning
- **Re-assessment** – measurable improvements in lameness and hoof health!
- **Keys to motivate change:** “Having an outside person to point out areas to improve, and having an external motivation”



We are Extension professionals who provide technical information, management expertise and training for farmers and agri-service, as well as educating for community residents to better understand **Agriculture**.

STAMP_ITEMNUMBER



Natural Resources

Solid Waste and Recycling

Serve as a source of natural resources education for the community (adults and youth) and municipal officials

Promote responsible waste management

100% funding from Chemung County

1 Staff FTE, 37.5 hours

Community partners: Department of Public Works, Soil and Water Conservation District, Stormwater Coalition, EMC

Committees: Stormwater Coalition, Water Quality, EMC Education

Membership: NYSAR3 (New York State Association of Reduce, Reuse and Recycle)

STAMP_ITEMNUMBER



Outreach

Events/Schools/Public Engagements



STAMP_ITEMNUMBER


Outreach

Chemung County's Household Hazardous Waste Program



STAMP_ITEMNUMBER

Cornell Cooperative Extension



Cornell Cooperative Extension
Chemung County



ELMIRA URBAN GREEN EQUITY



The EUGE Project will deliver high-quality outreach, education, and implementation tools and materials informed by the community for use in future green equity-based projects throughout the city of Elmira.

Project Fact Sheet

- Federal DHSES Hazard Mitigation Planning Grant
- 3-year grant with optional no-cost extension
- Budget \$223,000 for grant staff and resource development

Staffing

- Program Coordinator- Rachel Jones (December 2023 hire)
- EMC EUGE Steering Committee
- Future interns for community surveys, resource inventory and mapping, MPH Cornell, Elmira College, CCC

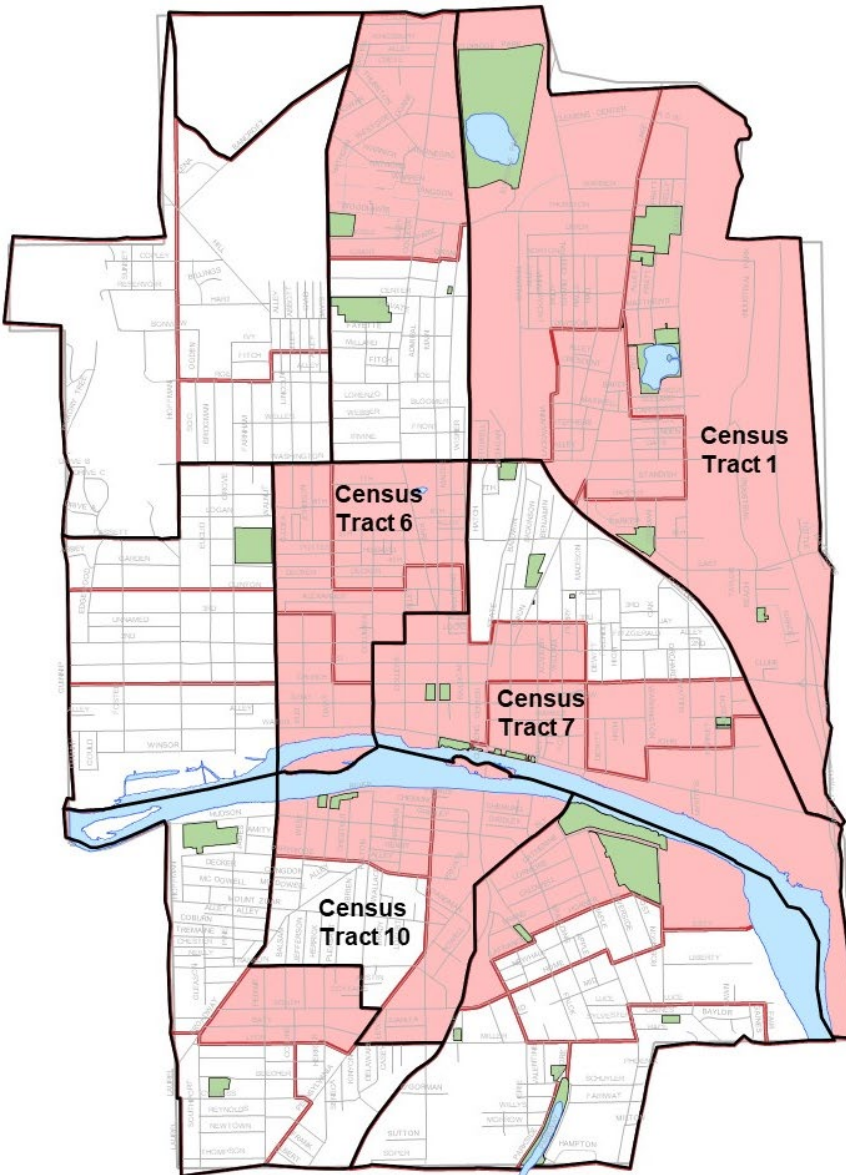
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PROJECT GOALS

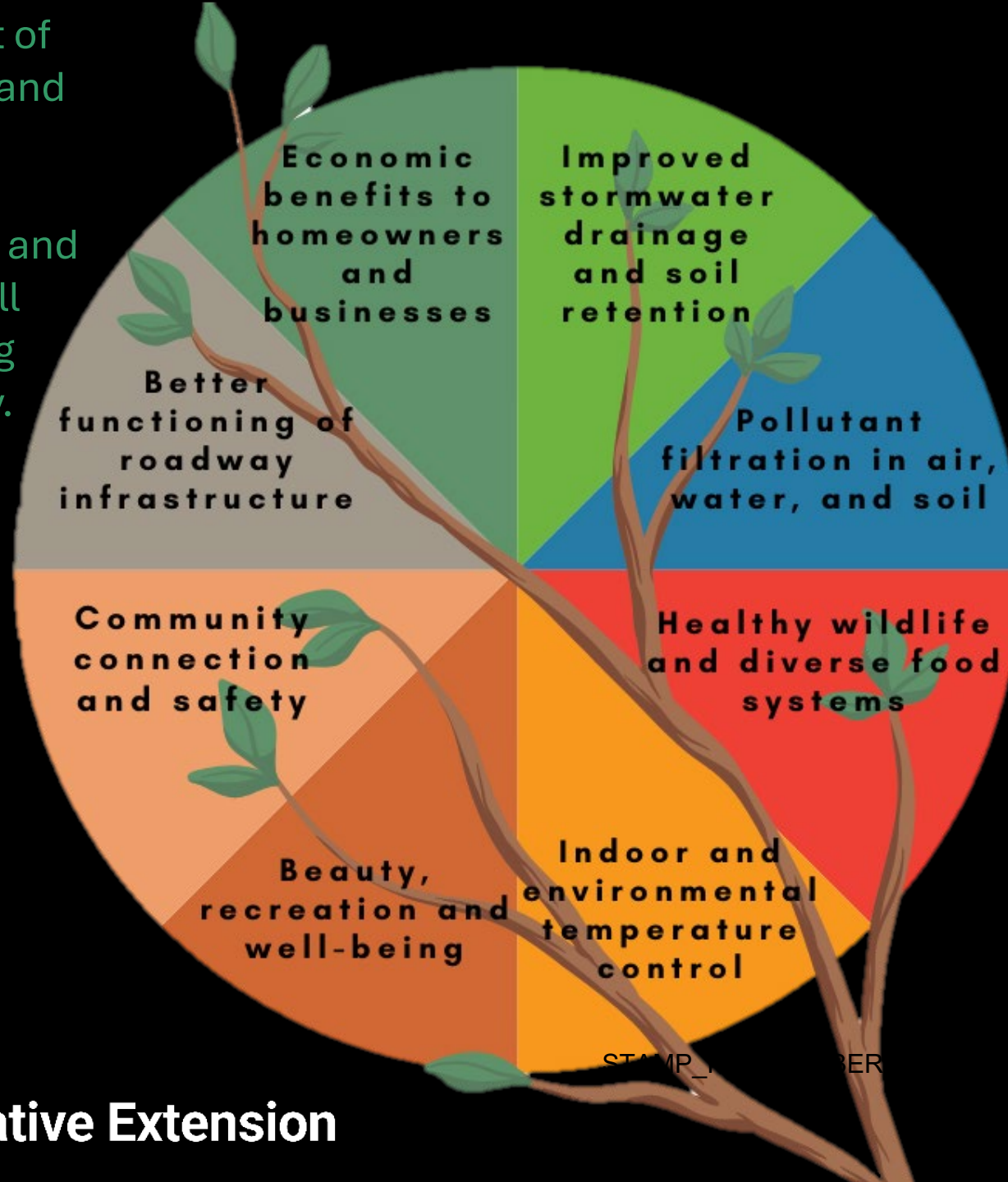
and pillars

City of Elmira Low-Mod Income Areas



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Through the development of meaningful partnerships and community connection, EUGE will facilitate the delivery of environmental and aesthetic benefits that will improve overall well-being within the city and county.



Please support EUGE in:

Reviewing ordinances or procedures that impact the development and maintenance of green space

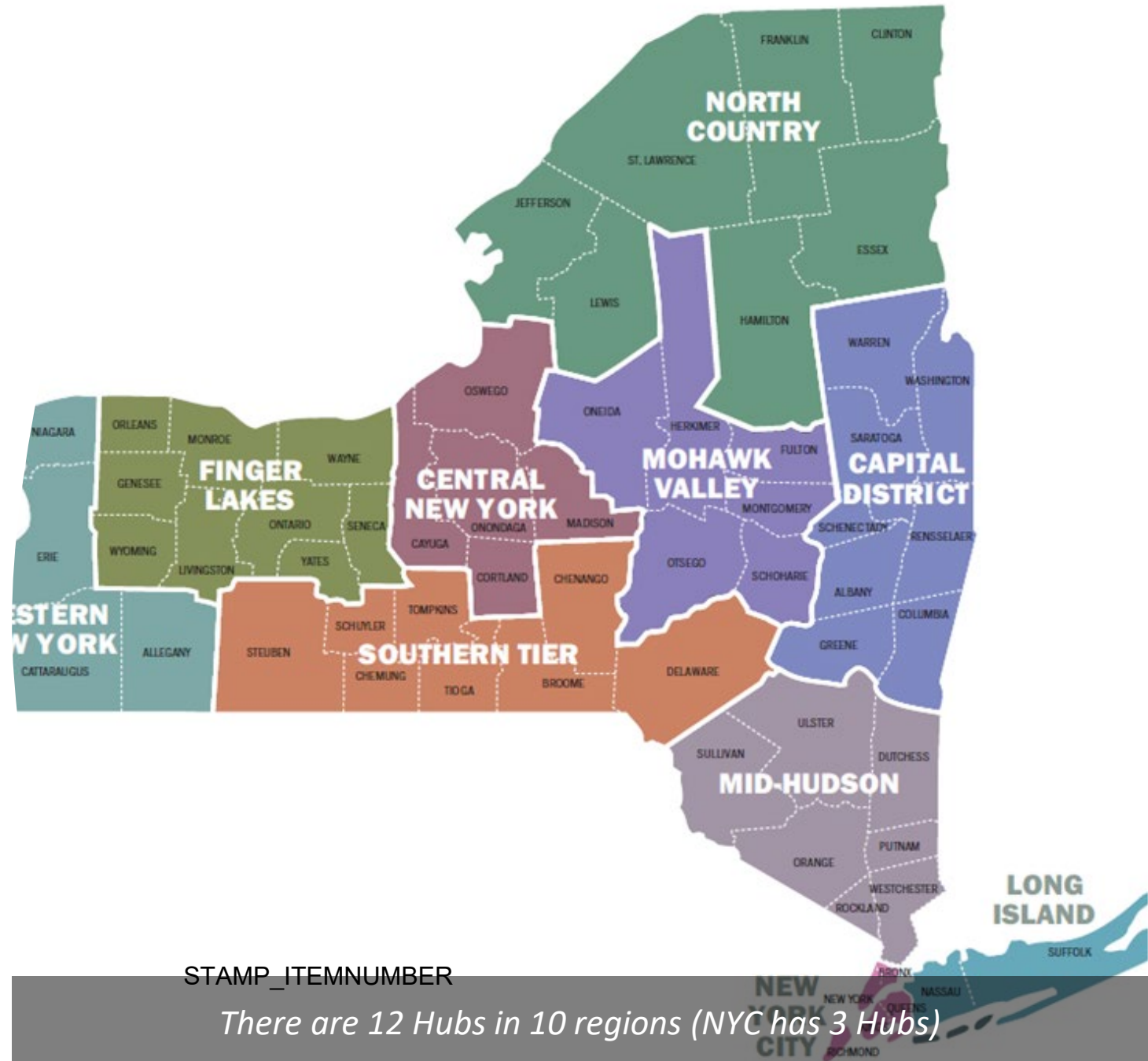
Connecting the project to community groups interested in or responsible for maintaining green spaces

Promoting the importance of prolific green spaces for community health, safety, and prosperity

Cornell Cooperative Extension

Regional Clean Energy Hubs

- Led by Cornell Cooperative Extension (CCE) Tompkins County with CCE Broome, Schuyler, Chemung, Tioga and Delaware support
- 8 Counties, ~200 miles east-west, ~650,000 people, and ~110,000 in poverty



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There are 12 Hubs in 10 regions (NYC has 3 Hubs)

Regional Clean Energy Hubs



2019 NYS Climate Leadership & Community Protection Act



A historic climate law that passed July 2019 and provides a framework for New York State to:

- Reduce GHG emissions across the state
- Increase jobs rooted in sustainability
- Increase usage of renewable energy to levels never seen before
- Enforce/ensure climate equality
- Reach economy wide net-zero emissions by 2050!

HOW THIS WILL HELP NEW YORKERS

*Live comfortably, reduce your
energy usage and save money!*

- Request an Energy Assessment – Free to all New Yorkers!
- Learn about the tax credits, rebates, financing and subsidies available
- Empower Program - \$10,000 - \$20,000 subsidy for Energy Upgrades!
- Assisted Home Performance Program – Up to \$5000 Subsidy
- Comfort Home Program \$1000-\$4000 discount
- Solar & Renewables Programs up to 30%
- Financing also available



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YOU CAN HELP US

Support CCE programs and activities:

- Continue and enhance CCE Chemung funding
- Encourage responsive programming
 - Expand capacity
 - Adapting programming to new staff and changing community needs
 - Reduce barriers to collaboration
- Help us build connections
 - Be positive and supportive
 - Share stakeholder needs
 - Invite us to the table

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OUR STRENGTH
Moving Forward
Together

Thank you!