



Department of Taxation and Finance

REQUEST FOR QUOTES

BID DUE DATE: October 8, 2019	TITLE: GPS Hardware and Software	REQUEST FOR QUOTE NUMBER: 19-326
TERM OF AGREEMENT: The Agreement will commence upon the issuance of a Purchase Order and shall be effective for a period of two (2) years.		
DESIGNATED CONTACTS:		
Matthew Brownell Contract Management Specialist 1 Phone: (518) 530-4484 Email: bfs.contracts@tax.ny.gov	Shannon Plasencia Contract Management Specialist 2 Phone: (518) 530-4484 Email: bfs.contracts@tax.ny.gov	

The bid must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this REQUEST FOR QUOTES, Appendix A (Standard Clauses For New York State Contracts), and that all information provided is complete, true and accurate. By signing, Bidder also affirms that it understands and agrees to comply with the Department of Taxation and Finance procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b). Information may be found at: <http://www.tax.ny.gov/about/procure>

Bidder's Federal Tax Identification Number: <i>(Do Not Use Social Security Number)</i>	NYS Vendor Identification Number: <i>(See "New York State Vendor File Registration" clause)</i>		
If applicable, place an "x" in the appropriate box (check all that apply):	<input type="checkbox"/> NYS Small Business * _____ # of Employees	<input type="checkbox"/> NYS Certified Minority Owned Business	<input type="checkbox"/> NYS Certified Women Owned Business
Legal Business Name of Company Bidding:			
D/B/A - Doing Business As (if applicable):			
Street City State Zip County:			
If you are not bidding, place an "x" in the box and return this page only. <input type="checkbox"/> WE ARE UNABLE TO BID NOW BECAUSE:			
Bidder's Signature:	Printed or Typed Name:		
Title:	Date:		

* **Note:** A "New York State Small Business" is defined as a company that is a resident to New York State, independently owned and operated, with 100 or fewer employees, and not dominant in its field. There is no certification process to be considered a New York State Small Business.

1. INTRODUCTION

GENERAL

The New York State Department of Taxation and Finance (“DTF” or “Department”) has a need to monitor and manage a fleet of approximately ninety-three (93) vehicles. The current GPS hardware being utilized by the Department are GEOTAB GO7 devices, which are nearing end of life. DTF is seeking to upgrade the current GPS hardware and the associated software in order to maintain its current fleet management capabilities. The proposed solution must meet the Department’s needs for fleet tracking and management as described in **Section 5, Requirements**.

GPS HARDWARE AND INSTALLATION SERVICES

The Department anticipates an initial order of ninety-three (93) GPS devices to be installed at three (3) different locations within New York State. The Bidder must provide for complete installation of the devices at the Department’s locations in Albany, Long Island, and Batavia. All costs for travel and any supplies necessary for complete installation of each device must be provided on **Attachment 1, Quote Response Form**.

GPS SOFTWARE

The functionality required by the Department includes but is not limited to: capturing vehicle information (i.e., mileage and location history), trip information (i.e., vehicle location and speed), and fleet information (i.e., fleet summary); capturing complete information regardless of the network coverage status (i.e., satellite coverage to ensure complete data); and reporting capabilities for DTF staff.

SUBMISSION OF RFQ QUESTIONS

The vendor community will have an opportunity to submit written questions and requests for clarifications regarding this RFQ. All questions regarding this RFQ must be submitted by email to one of the Designated Contacts identified on the cover page and received by the date specified in **Section 4, Schedule of Events**. Questions should cite the specific RFQ section and page number and should indicate the firm name, address, phone number, and email address of the individual submitting questions.

All inquiries concerning this bid solicitation must be addressed to the Designated Contacts identified on the cover page of this RFQ.

The Department will respond, in writing, to all substantive questions by the date specified in **Section 4, Schedule of Events**. All amendments, clarifications, Bidder questions with the Department’s responses, and any announcements related to this bid will be posted on the Department’s Procurement Opportunity website at: https://www.tax.ny.gov/about/procure/current_bid_opportunities.htm.

IT IS INCUMBENT ON THE PROSPECTIVE BIDDER TO NOTIFY THE DESIGNATED CONTACTS OF ANY TERM, CONDITION, ETC. THAT PRECLUDES THE VENDOR FROM SUBMITTING A BID.

2. INSTALLATION LOCATIONS

The following three (3) locations will require installation of the devices to agency vehicles:

Capital Region Office – Albany	
42 Vehicles	W A Harriman Campus Albany, New York 12227

Long Island Regional Office	
32 Vehicles	250 Veterans Memorial Highway Hauppauge, New York 11788

Batavia District Office	
19 Vehicles	3837 West Main Street Road Batavia, New York 14020

3. TERM

This Agreement will commence upon the issuance of a Purchase Order and shall be effective for a period of two (2) years.

4. SCHEDULE OF EVENTS

Request for Quotes Published	September 18, 2019
Deadline for Submission of Bidder Questions	September 25, 2019
Department Responses to Bidder Questions Published	September 30, 2019
Deadline for Submission of Quotes (Cover Page and Attachments 1-4)	October 8, 2019 by 2:00 PM ET
Anticipated Notification of Intent to Award	October 16, 2019
Issuance of Purchase Order	Approximately 10 business days after Notification of Intent to Award

Quotes received after the due date and time may not be accepted.

5. REQUIREMENTS

MINIMUM REQUIREMENTS

Bids will not be considered unless the vendor submitting a bid meets the following minimum qualifications.

The Bidder must:

- Be the original manufacturer or authorized reseller of the hardware and software to be provided; and
- Be compliant with all applicable laws and regulations related to providing these services.

GPS HARDWARE REQUIREMENTS

The GPS devices must, at a minimum, meet all requirements described in this section. See **Appendix B, Current Specifications** for information on the hardware currently in use by the Department.

NOTE: Appendix B is provided for informational purposes to assist Bidders in understanding the Department's current usage/capabilities and **IS NOT** incorporated as requirements in this RFQ.

The hardware device(s) must:

- Be the most current version of the GPS tracking module;
- Be designed and/or placed in an unobtrusive way that will not inconvenience or obstruct the vehicle's operator or impact any of the other requirements of this RFQ;
- Be installed via the vehicle's engine diagnostics port and not require being hard wired directly to the vehicle's battery;
- Have the ability to wirelessly receive any required maintenance such as firmware updates; and
- Have the ability to continuously log vehicle data, regardless of any outages in network coverage, resulting in no missing data. This data must be deemed reliable by the Department. The Department reserves the right, in its sole discretion, to make the final determination of whether the proposed solution includes information that is deemed reliable.

INSTALLATION SERVICES REQUIREMENTS

The Department will require complete installation of the GPS hardware to the Department's fleet of vehicles at the locations specified in **Section 2, Installation Locations**. The date(s) and time(s) of the installations will be mutually agreed upon by the awarded Bidder and the Department. All installations must be completed no later than the end of Calendar Year 2019.

All installation costs must be provided on **Attachment 1, Quote Response Form**, and must be inclusive of all labor and travel to the Department's three (3) locations. The cost must include any additional items required for proper installation (i.e., cables, zip ties, harnesses).

5. REQUIREMENTS

Please note that the number of vehicles requiring installation at each location are subject to change. These figures are based on current information and are only intended to assist Bidders in estimating the costs to be included on **Attachment 1**. The Department will provide notification of any changes to the above figures prior to the request for installation.

Although not anticipated, if future installations of hardware are required, DTF will pay for each installation according to the prices provided on **Attachment 1** for the location in which the installation is needed.

GPS SOFTWARE REQUIREMENTS

The GPS software must, at a minimum, meet all requirements described in this section. The software must:

- Be compatible with the most current version of the GPS tracking module;
- Operate with minimal delay in upload of information;
- Capture and report idle vehicle data (i.e., vehicle mileage, battery information, service reminders / notifications, historical location data, etc.);
- Capture and report vehicle trip data (i.e., vehicle speed, vehicle location, engine idle time, seatbelt indicator, etc.);
- Capture and report fleet-level data (i.e., summary level views of aggregated vehicle data);
- Include ad hoc reporting which will allow DTF staff to generate customized reports using the information gathered throughout the term of this Agreement;
- Have the capability to store information when network coverage is unavailable and transmit that information once network coverage is regained;

Note: Complete and accurate data must be made available to DTF staff whether within network coverage or outside of network coverage.

- Include optional email alerts for DTF staff to provide real-time updates on information including, but not limited to, vehicle location and speed; and
- Allow DTF staff to identify a specific geographical area, otherwise known as a geo-fence, and receive real-time data and/or reports based on those location specifications as they relate to the vehicle data captured in this RFQ. This functionality must allow DTF staff to input conditions and receive optional customized alerts based on these zones and conditions. At a minimum, these capabilities must allow DTF staff to identify in real-time if a vehicle leaves or enters a predefined zone;

5. REQUIREMENTS

ONGOING SUPPORT AND MAINTENANCE

The Department will require ongoing support throughout the term of the Agreement, including any necessary maintenance to the hardware to keep the equipment and systems operational and up-to-date. If any devices are identified by the Department to require maintenance or replacement, not resulting from the negligence of any DTF employee, the devices and/or services must be provided to the Department at no cost within 30 days of the Department's notification. If the model of the GPS devices becomes unsupported during the term, the awarded Bidder must work with the Department to replace the devices. The Department reserves the right to terminate the Agreement if such replacement devices are deemed unacceptable.

Customer assistance must be provided to DTF staff during standard business hours, Monday through Friday, excluding national and NYS state holidays.

The awarded Bidder should provide contact information of staff that will be available to assist DTF with inquiries related to the hardware and software received as a result of this RFQ.

6. PRICE

Prices are to be provided by the Bidder on **Attachment 1, Quote Response Form**. A Bidder's failure to provide a complete pricing response will result in the Bidder's proposal being deemed non-responsive. Bidders must not modify or change the Attachment. Any pricing information or add-on costs that do not conform to the presentation allowed on **Attachment 1** cannot be evaluated, will be disregarded as extraneous, and cannot be charged to the Department.

Charges for travel **cannot** be listed as separate line items on the bid response form. **The prices bid for each item must be inclusive of all costs.**

Prices as they appear on submitted bids must be guaranteed by the vendor for the term of the Agreement.

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7. FEES AND PAYMENT

Electronic Payment

Payment for invoices submitted by the awarded Bidder shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, at the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The awarded Bidder shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at helpdesk@sfs.ny.gov, or by telephone at (855)-233-8363. The Bidder acknowledges that it will not receive payment on any invoices submitted under this Agreement if it does not comply with the State Comptroller's electronic procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Invoices cannot reflect charges in excess of the totals bid on **Attachment 1, Quote Response Form**, unless the additionally incurred costs are mutually agreed upon in writing between the Bidder and an authorized Department representative. The Department will not pay any costs associated with goods or services that have not been received.

Properly Submitted Invoices

Payment will be made only upon submission of proper invoices by the awarded Bidder, and in accordance with Article 11-A of New York State Finance Law.

Required Information on properly submitted invoices:

- Awarded Bidder's SFS Vendor Number;
- Invoice or account number;
- Name of NYS Agency to which goods or services related to the invoice were provided;
- A valid NYS Purchase Order (PO) Number and/or Contract number associated with the invoice; and
- Line item details that match the corresponding PO line item.

Invoice Submission

Preferred Method: Email invoices to the OGS-BSC at: accountspayable@ogs.ny.gov including the invoice number and the name of the agency being billed in the subject field. (Note: Do not send a paper copy in addition to the electronic invoice.)

Alternate method: Mail invoices to OGS-BSC at the following U.S. postal address:

New York State Department of Taxation and Finance
c/o NYS OGS Business Services Center
1220 Washington Avenue
Building 5, 5th Floor
Albany, NY 12226-1900

8. METHOD OF AWARD

The award will be made to the responsive and responsible Bidder who provides the lowest overall cost and meets all requirements set forth in this RFQ. The total cost will be calculated using the information provided on **Attachment 1, Quote Response Form**.

In the event tie bids are received by the Department, the earliest bid received shall determine the winner.

9. RESPONSE SUBMISSION

Responses to this RFQ must be emailed to BFS.Contracts@tax.ny.gov no later than October 8, 2019 at 2:00 PM ET. Responses received by other methods or after the deadline may not be accepted.

When responding to this RFQ, Bidders must:

- Submit detailed specifications, circulars and all necessary data on the product to be furnished. If the product offered differs from the detailed requirements outlined in this RFQ, explain such deviation(s) or qualification(s) on a separate sheet. The State, however, reserves the right to request any additional information deemed necessary for the proper evaluation of bids. Failure to submit any of the above data may result in rejection of the bid.
- Complete **Attachment 1, Quote Response Form**, to affirm understanding of, and agreement to comply with, the mandatory financial provisions of this RFQ. Bidders must only use this form to present their pricing and must not modify or change the form. All costs associated with this RFQ must be incorporated into the Bidder's financial response.
- Include the following completed forms in their submission:
 - **Cover Page** - **Completed Cover Page of this RFQ**
 - **Attachment 1** - **Quote Response Form**
 - **Attachment 2** - **Offerer Understanding of, and Compliance with, Procurement Lobbying Guidelines**
 - **Attachment 3** - **Offerer Disclosure of Prior Non-Responsibility Determinations**
 - **Attachment 4** - **Offerer's Certification of Compliance with State Finance Law 139-k (5)**

If you have any questions, please contact the Designated Contacts identified on the cover page of this RFQ. Please include "RFQ 19-326" in the subject line of your email to ensure a timely response.

10. ADMINISTRATIVE REQUIREMENTS

10.1 APPENDIX A – STANDARD CLAUSES FOR NYS CONTRACTS

Appendix A, Standard Clauses for NYS Contracts, dated January 2014 attached hereto, is hereby expressly made a part of this RFQ as fully as if set forth at length herein. **Please retain this document for future reference.**

10.2 PROCUREMENT LOBBYING LAW

10.2.1. Summary of Policy and Prohibitions on Procurement Lobbying

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between the DTF and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by the DTF and, if applicable, the Office of the State Comptroller (“restricted period”) to other than the Designated Contact(s) unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated Contact(s), as of the date hereof, is identified above. The DTF employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Information related to the Procurement Lobbying Law and DTF guidelines can be found on the DTF’s Procurement website at: <https://www.tax.ny.gov/about/procure/>.

10.2.2. Affirmation of Understanding of, and Compliance with Procurement Lobbying Guidelines

New York State Finance Law 139-j(6)(b) requires that the DTF seek written affirmation from all Offerers as to the Offerer’s understanding of, and agreement to comply with, the DTF procedures relating to permissible contacts during a Government Procurement. Information related to the Procurement Lobbying Law and DTF guidelines can be found on the Department’s Procurement website at: <https://www.tax.ny.gov/about/procure/>

Attachment 2, Offerer Understanding of, and Compliance with, Procurement Lobbying Guidelines is to be completed and submitted with this bid.

10.2.3. Procurement Lobbying Act Offerer Disclosure of Prior Non-Responsibility Determinations

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms “Offerer” and “Governmental Entity” are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the

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procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

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

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. **Attachment 3, Offerer Disclosure of Prior Non-Responsibility Determination** is to be completed and submitted with this bid.

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

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Offerer that all information provided to the procuring Government Entity with respect to State Finance Law §139-k is complete, true and accurate. **Attachment 4, Offerer Certification of Compliance with State Finance Law §139-k(5)** is to be completed and submitted with this bid.

10.2.5. Procurement Lobbying Termination

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

10.3 NEW YORK STATE VENDOR FILE REGISTRATION

Prior to being awarded an Agreement pursuant to this RFQ, the Bidder(s) must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, a unique New York State ten-digit vendor identification number (Vendor ID) will be assigned to your company and Vendor IDs will be assigned to each of your authorized subcontractors (if any) for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage certain vendor information in one central location for all transactions related to the State of New York.

If the Bidder is already registered in the Vendor File, the Bidder must enter its ten-digit Vendor ID number on the first page of this RFQ.

10. ADMINISTRATIVE REQUIREMENTS

If the Bidder is not currently registered in the Vendor File, the Bidder must request assignment of a Vendor ID number from DTF. Complete the OSC Substitute W-9 Form (available at http://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf) and submit the form to DTF preferably in advance of bidding. Please send this document to the Designated Contacts in the solicitation. DTF will initiate the vendor registration process for all Bidders. Once the process is initiated, registrants will receive an email identifying their unique ten-digit Vendor ID and instructions on how to enroll in the online Vendor Self-Service application. For more information on the Vendor File please visit the following web site: http://www.osc.state.ny.us/vendor_management/

10.4 RESERVED RIGHTS

The Department of Taxation and Finance reserves the right to exercise the following:

- 10.4.1. Change any of the scheduled dates herein.
- 10.4.2. Prior to the bid opening, amend RFQ specifications after their release to correct errors or oversights, or to supply additional information as it becomes available and so notify all Bidders.
- 10.4.3. Withdraw the RFQ, at its sole discretion.
- 10.4.4. Eliminate a mandatory requirement when all Bidders cannot meet such requirement.
- 10.4.5. Evaluate, accept and/or reject any and all proposals, in whole or in part, and to waive technicalities, irregularities, and omissions if, in the Department's judgment, the best interests of the Department will be served. In the event compliant bids are not received, the Department reserves the right to consider late or non-conforming bids as offers.
- 10.4.6. Require the Bidder to demonstrate, to the satisfaction of the Department, any information presented as a part of their proposal.
- 10.4.7. Determine a tie breaking mechanism for award, to be set prior bid opening, to serve the best interests of the State.
- 10.4.8. Disqualify any Bidder whose conduct and/or proposal fails to conform to the requirements of the RFQ.
- 10.4.9. Prior to the bid opening, direct Bidders to submit proposal modifications addressing subsequent RFQ Amendments.
- 10.4.10. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation.
- 10.4.11. Use proposal information obtained through the Department's investigation of a Bidder's qualifications, experience, ability or financial standing, and any

10. ADMINISTRATIVE REQUIREMENTS

material or information submitted by the Bidder in response to the Department's request for clarifying information, in the course of evaluation and selection under this RFQ.

- 10.4.12. Negotiate with the successful Bidder within the scope of the RFQ to serve the best interests of the State.
- 10.4.13. Conduct negotiations with the next lowest cost responsible Bidder should the Department be unsuccessful in negotiating an Agreement with the selected Bidder.
- 10.4.14. Utilize any and all ideas submitted in the proposals received.
- 10.4.15. Make an award under the RFQ, in whole or in part.
- 10.4.16. Seek clarifications and revisions of proposals.

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APPENDICES

Appendix A - Standard Clauses For NYS Contracts

Appendix B - Current Specifications

Appendix A – Standard Clauses For NYS Contracts

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

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

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

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

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

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

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

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

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification

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Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

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

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

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

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

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

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United

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States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

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

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

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

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

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

NYS Department of Economic Development

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

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

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

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

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

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

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

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

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research,

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training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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

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

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

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

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

January 2014

Appendix B – Current Specifications

GEOTAB GO7 Specifications

The following information was taken from the GEOTAB GO7 Support Document available at the following link: <https://www.geotab.com/documentation/go7-support-document/>

As stated in the RFQ (**Section 5, Requirements**), these specifications represent the technical aspects of the service currently in use by the Department. DTF does not guarantee that all information listed below is applicable to this RFQ.

Technical Specifications and Features	
Interfaces	Engine Management
	Legacy OBD (SAE J1850 PWM/VPW, ISO 9141-2, and ISO 14230 (KWP2000))
	Single Wire CAN (GM 33.3 kbps, Fiat/Dodge 50 kbps)
	ISO 15765 CAN (including WWH-OBD, GMLAN, VW TP2.0) @ 125/250/500 kbps
	Medium Speed CAN @ 125/250/500 kbps
	2- or 3-wire install support (for older vehicles/asset tracking)
	Input/Output
	Buzzer
	LEDs — Ignition, GPS, Cellular
	IOX (more details below)
	Internal GPS/Cellular antennas
	Cellular
Americas	
HSPA/UMTS: Bands II / V	
GSM/GPRS: 850/1900 MHz	
Europe/Asia	
HSPA/UMTS: Bands I / VIII	
GSM/GPRS: 900/1800 MHz	
Global (available in select regions)	
HSPA/UMTS: Bands I / II / IV / V / VI / VIII	
GSM/GPRS: 850/900/1800/1900 MHz	
GO7 2G Discontinued	
GSM/GPRS: 850/900/1800/1900 MHz	
GO7 CDMA Discontinued	
CDMA 1XRTT: 800/1900 MHz	

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GPS Receiver	50-channel engine
	Under 1 second Time-To-First Fix for hot and aided starts
	Hybrid GPS/SBAS engine (WAAS, EGNOS, MSAS)
	3GPP compliant
	A-GPS: Differential Almanac
	Accuracy: ~2.5 m
I/O Expandability Support (IOX)	Currently supports a combination of up to 5 of the following:
	Driver ID
	Hours of Service (HOS)
	Garmin
	Iridium Satellite
	AUX — 4 per IOX (Digital or Analog)
	Serial Port and Additional CAN for third-party device integration
	Driver Feedback via external Buzzer and GOTALK
	Substance Spreader
	Relay control
	Alert
Accelerometer	3-axis auto-calibrating accelerometer. Full scale ($\pm 2g$, $\pm 4g$, $\pm 8g$ & $\pm 16g$), capable of measuring accelerations with an output data rate of 100 Hz to 1250 Hz.
Environmental and EMC	Operating Temperature
	-40 to +85 °C
	SAE J1455
	Thermal Shock (Section 4.1.3.2)
	Mechanical Vibration (Section 4.10)
	Operational Shock
	Load Dump, Inductive Switching, Burst Transients, Starter Motor Engagement
	(Section 4.13.2.2.1)
	Coupled Transients (Section 4.13.2.2.2)
	Electrostatic Discharge Handling, operational and non-operational (Section 4.13.2.2.3)
	Radiated Immunity
	Radiated and Conducted Emissions, Performance class 1
Mechanical	Weight: 70 g (0.15 lb)

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	Dimensions: 75 mm L x 50 mm W x 23 mm H
	Housing: Flame retardant black ABS
Electrical	Voltage
	12 V and 24 V systems supported
	Current (at 12 V)
	Operating Mode: 60–300 mA
	Operating mode + IOX: Up to 2 A
	Sleep mode: 2.5 mA
	Resettable overcurrent protection to IOX
Compliance	Standards: FCC, IC, PTCRB, CE, E-mark, WEEE, REACH, RoHS, RCM
	Carriers: Verizon, Telus, Telefónica, Rogers, AT&T, Bell, TMO, Sprint, Telenor
Over-the-Air (OTA) Support	Firmware Updates: For maintenance, new features, and custom applications
	Parameters: For turning additional features on/off
	Almanac/Ephemeris Data: For quicker GPS latch
In-cab Buzzer	Decibel Output: >80 dBA at 10 cm
	Driver Feedback: Harsh braking, harsh acceleration, harsh corners, over-revving, excessive idling and speeding, engine-based seatbelt violations (when available), and custom rules (with Driver Feedback enabled)
	Test Mode: Diagnostic beeps for validating GPS and wireless connection
Voltage Recording	Curve-based voltage logging to detect weak batteries, failing alternators, and failing starters.
32-Mb Non-volatile Flash Memory	Main Data Memory: Up to 80,000 logs in offline mode (out of coverage)
	Accident Data Memory: Buffer records over 100 minutes of second-by-second data
	(6,000 logs). Last 72 records (1.2 minutes) are sent instantly on accelerometer-triggered accident-level events
Recording Parameters	Patented curve-based GPS/voltage/accelerometer/engine data logging algorithm for fewer, more accurate data points.
Intelligent Ignition	Non-engine-based ignition detect on voltage and movement, allowing for 3-wire installation. Ideal for older vehicles with no engine information and covert installation for asset recovery.

ATTACHMENTS

- Attachment 1 - Quote Response Form
- Attachment 2 - Offerer Understanding of, and Compliance with, Procurement Lobbying Guidelines
- Attachment 3 - Offerer Disclosure of Prior Non-Responsibility Determinations
- Attachment 4 - Offerer's Certification of Compliance with State Finance Law 139-k (5)

Attachment 1 – Quote Response Form

The Department reserves the right to seek clarifications and ask questions based on the information provided on this form. Failure to answer all clarifications or questions may delay the evaluation of your bid and may result in a determination of non-responsiveness and disqualification of the bid. **Do not modify this form.** Any alterations of the Quote Response Form may result in a determination of non-responsiveness and disqualification of the bid.

PART A HARDWARE AND INSTALLATION			
Bidder Name			
1. HARDWARE			
i. Item Name			
ii. Manufacturer			
iii. Brand Name			
iv. One-Time Cost	\$		per device
2. INSTALLATION			
i. Total Installation Cost (Including all labor, installation equipment, and travel costs)	a. Capital Region Office – Albany Approximately 42 Devices	\$	per device
	b. Long Island Regional Office Approximately 32 Devices	\$	per device
	c. Batavia District Office Approximately 19 Devices	\$	per device

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PART B SOFTWARE			
Bidder Name			
1. SOFTWARE			
i. Item			
ii. Manufacturer			
iii. Brand Name			
iv. Initial Cost of Software (if applicable)	\$		per device
v. Ongoing Cost of Software	\$		per device
			Please check one:
			<input type="checkbox"/> Monthly
			<input type="checkbox"/> Annual
			<input type="checkbox"/> One-Time

PART C BIDDER CERTIFICATION	
1. CERTIFICATION	
The Bidder certifies the following:	
i.	The Bidder has read the RFQ in its entirety and understands and agrees to abide by the requirements, terms, and conditions contained in the RFQ.
ii.	The Bidder is an original manufacturer or authorized reseller of the GPS devices and associated software and is compliant with all applicable laws and regulations related to providing these services.
Firm Name:	
Authorized Signature:	
Printed Name:	
Title:	
Date of Bid Submission:	

**Attachment 2 – Offerer Understanding of, and Compliance with,
Procurement Lobbying Guidelines**

New York State Finance Law §139-j(6)(b) requires the DTF seek written affirmation from all Offerers as to the Offerer’s understanding of, and agreement to comply with, the DTF procedures relating to permissible contacts during a Government Procurement pursuant to subdivision three of this section.

Procurement Description, Contract or Bid Number:

Offerer Name:

Offerer Address:

Telephone Number:

Email Address:

Offerer affirms it has read, understands and agrees to comply with the guidelines of the New York State Department of Taxation and Finance relative to permissible contacts as required by the State Finance Law §§139-j(3) and 139-j(6)(b).

By (*signature*):

Name (*please print*):

Title (*please print*):

Date:

Attachment 3 – Offerer Disclosure of Prior Non-Responsibility Determinations

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

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

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

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Offerer Disclosure of Prior Non-Responsibility Determinations

Procurement Description, Contract or Bid Number:

Offerer Name: _____

Offerer Address: _____

Phone Number: _____

Email: _____

Name and Title of Person
Submitting This Form: _____

1. Has any New York State agency or authority made a finding of non-responsibility regarding the Offerer in the last four years? Yes No

If yes, please answer the following questions:

2. Was the basis for the finding of the Offerer's non-responsibility due to a violation of State Finance Law §139-j? Yes No

3. Was the basis for the finding of the Offerer's non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? Yes No

4. If you responded "Yes" to Questions 1, 2 or 3, please provide details regarding the finding of non-responsibility below:

Government Entity: _____

Date of Finding of Non-Responsibility: _____

Facts Underlying Finding of Non-Responsibility (Add additional pages as necessary):

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5. Has any New York State agency or authority terminated a Procurement Contract with the Offerer due to the intentional provision of false or incomplete information? Yes No

6. If you responded "Yes" to the above question, please provide details regarding the termination below:

Government Entity: _____

Date of Finding of Non-Responsibility: _____

Facts Underlying Finding of Non-Responsibility (Add additional pages as necessary):

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

By (Signature): _____
Name (Please print): _____
Date: _____

Attachment 4 – Offerer’s Certification of Compliance with State Finance Law 139-k (5)

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

Offerer Certification

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

By: *(signature)* _____

Date: _____

Procurement Description, Contract or Bid Number:

Name *(Please print)*: _____

Title: _____

Offerer Name: _____

Offerer Address: _____

Telephone Number: _____

Email Address: _____