

Notice

Solicitation Number RFB-WC-23335
Title RADIO CONSOLE SOFTWARE SUPPORT

Basic Information

Reference Number 0000326889
Issuing Organization Westchester County - Purchasing
Owner Organization
Solicitation Type RFB - Request for Bid (Formal)
Solicitation Number RFB-WC-23335
Title RADIO CONSOLE SOFTWARE SUPPORT
Source ID PU.AG.USA.1275.C13734451
Piggyback Solicitation No

Details

Location Westchester County, New York
Delivery Point HAWTHORNE, NY 10532
Purchase Type Duration:1 year

Dates

Publication 08/04/2023 09:28 AM EDT
Questions are submitted online No
Closing Date 08/22/2023 02:00 PM EDT

Contact Information

Martin A O'Sullivan
914-231-1315
maoc@westchestercountyny.gov

Description avtec maintenance contract for department of public safety

Bid Submission Process

Bid Submission Type Physical Bid Submission

Categories

Selected Categories

NIGP Category (1)	
939	EQUIPMENT MAINTENANCE AND REPAIR SERVICES FOR COMPUTERS, OFFICE, PHOTOGRAPHIC, AND RADIO/TELEVISION EQUIPMENT
93972	Radio/Telecommunications/Telephone Equipment (Including 911 Systems and Facsimile Transceivers) Maintenance and Repair Radio/Telecommunications/Telephone Equipment (Including 911 Systems and Facsimile Transceivers) Maintenance and Repair

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Documents

Documents

Document	Size	Uploaded Date	Language
RADIO CONSOLE SOFTWARE SUPPORT [pdf]	532 Kb	08/03/2023 03:40 PM EDT	English

Audit

Status History

Solicitation Status	Date
Publication	08/04/2023 09:28 AM EDT

Please note that solicitations issued prior to October 29, 2016 can be found here: <http://legacy.empirestatebidsystem.com>





Return Bid To:
COUNTY OF WESTCHESTER
BUREAU OF PURCHASE AND SUPPLIES
148 MARTINE AVENUE, ROOM 713, WHITE PLAINS, N.Y. 10601
TELEPHONE (914) 231-1872

TITLE: RADIO CONSOLE SOFTWARE SUPPORT

BID NUMBER: RFB-WC-23335

Submission must be sealed with vendor name,
bid number and due date on outside of envelope.

BID DUE BEFORE 2 PM ON: 8/22/2023
Emailed & Faxed Bids Are Not Permitted

Bureau of Purchase and Supplies contact and telephone number: **MARTIN O'SULLIVAN 914-231-1315**

REQUEST FOR BID

COMPANY NAME: _____
(Print or Type)

FEDERAL TAX ID NUMBER: _____ **Mailing Address:** _____
(PO Box, if applicable)

PHYSICAL ADDRESS: _____
(Required)

SIGNATURE _____ **PRINTED NAME** _____ **PRINTED TITLE** _____

DATE SIGNED _____ **TELEPHONE NUMBER** _____ **E-MAIL ADDRESS** _____

COUNTY TERMS OF PAYMENT ARE 2% 10 NET 30. Bidder may offer alternate terms here: _____
DISCOUNT AND ALTERNATE TERMS WILL NOT BE USED IN AWARD DETERMINATION

DELIVERY: Delivery is FOB Destination (See Section D1) and is requested ASAP after notice of award, receipt of purchase order, or authorized calls for delivery, unless otherwise specified.

Bidder's guaranteed delivery is _____ days. Note: Delivery time may be a factor in determining the winning bidder. The County reserves the right to reject any bids that propose a lengthy delivery schedule if the items are required promptly.

NO BIDDER MAY WITHDRAW HIS BID WITHIN 45 DAYS AFTER THE ACTUAL DATE OF THE OPENING THEREOF.

Completed bids will be accepted until the above date and time indicated and should be sent to the Bureau of Purchase and Supplies address shown. Bids will be publicly opened at that time and may be read aloud. **Late bids will NOT be considered and failure to complete this bid in its entirety may result in disqualification.** By submitting a bid you are asking The County of Westchester to accept your offer for the sale of goods or services and you agree to all terms and conditions herein as well as understand the laws that govern Municipal Purchasing. Once the County has opened the bids, there can be no changes to price(s) or terms. In addition, there are no provisions to cancel after an award is made, except by the County, which maintains a unilateral right of cancellation.

IMPORTANT NOTICE: Copies of this bid may be downloaded from the Empire State Purchasing Group website at <http://www.empirestatebidsystem.com> the national BidNet website, or received from the office above. Copies obtained from any other source are not considered official documents and will be considered incomplete if missing addenda, if any, resulting in disqualification. We strongly suggest you obtain/submit an official bid form.

Non-Bidder's Response --We are not participating because: _____

Indicate if company submitting this bid is: _____ MBE and/or _____ WBE or _____ SDVOB

****Return this bid in its entirety and make a copy for your records****

GENERAL TERMS AND CONDITIONS

A. INFORMATION FOR BIDDERS

A1. Each bid must be in a separate sealed envelope and addressed to the **County Purchasing Agent at the County of Westchester Bureau of Purchase and Supplies, 148 Martine Avenue, Room 713, White Plains, NY 10601** and shall have endorsed on the envelope the name and address of bidder, the date and time of Bid opening, and the Bureau of Purchase Bid number.

A2. **In order to be valid, all bids must be properly signed and received by the Bureau by the time and date specified.** It is recommended that proposals be submitted in advance to the specified due date and time to allow for a timely receipt. Late bids will not be considered.

A3. All bids must be priced per unit specified in the bid.

A4. All quotes should be for **new** equipment unless otherwise stated.

A5. Specifications contained herein are intended to be descriptive and not restrictive and to indicate the quality and the characteristics of the product that will be satisfactory. **The use of a brand name, if listed, is for the purpose of describing the standard of quality, performance, and characteristics desired and are not intended to limit or restrict competition.** Bids offering an equivalent will be considered if such product is clearly identified in the bid and are determined by the County of Westchester Purchasing Department to fully meet the salient characteristic requirements referenced in this inquiry. BPS will be the sole judge of the acceptability and may reject any bid for any reason including, but not limited to, Westchester County's inability to determine that the item is an equivalent.

A6. Bidder shall note any deviation from specifications or the indicated brand clearly on the BPS bid form and submit circulars, specification sheets or samples with the bid as explanation. **BPS reserves the right to accept equals when approved by the County, however, if exception is not noted on bid, the bidder is required to deliver brand specified.** Only adding attachments to bid response is not acceptable.

A7. **FUEL SURCHARGES:** Westchester County will not pay any type of fuel surcharge on any items or contract. Any fuel surcharge added will be deleted from any payments made to vendor.

A8. **SAMPLES:** When required must be delivered prior to the bid opening and free of charge. Samples will be returned at bidder's expense and bidder is required to arrange for pick up.

A9. Full consideration is given to items meeting specifications and made with recycled materials.

A10. The County encourages and supports significant participation by business enterprises that are service-disabled veteran-owned and minority and/or woman owned for County contracts and purchases. We encourage all certified MBE and WBE to register their business online with our Office of Economic Development at <https://westchestercatalyst.com/> to receive additional benefits.

A11. Bidder must warrant that the goods shall be delivered free of the rightful claim of any third person by way of infringement of patents, trademarks or copyright

and that Bidder will, at his expense, defend any claims charging such infringement and will save the County harmless from all expensed, adverse judgments or losses resulting from such claim. In the event that such a rightful claim is made the Bidder shall either 1) secure permission for the County to rightfully use the goods; or 2) replace the goods with equivalent goods free and clear from all rightful claims for infringement of patents, trademarks or copyright; or 3) refund to the County the full purchase price of the goods.

A12. Vendors protesting or disputing bid specifications must do so in writing during the bid opening period (prior to the due date) to be considered. Such protests must be in the possession of the Bureau of Purchase and Supplies three working days prior to the bid opening. Verbal protests may not be entertained.

A13. Should the vendor fail to perform as required by the specifications, the County may cancel the order and terminate the order/contract. In such event, the County will assume no responsibility for, nor will it reimburse the vendor for any expense or loss to the contractor because of such termination or cancellation. County will then purchase products/service on the open market and chargeback the difference to the defaulting vendor. The decision of the County Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the vendor.

A14. **NON ASSIGNMENT:** In accordance with NYS General Municipal Law 109, at no time during the duration of any contract resulting from this bid, shall the successful vendor be allowed to assign any portion of this contract to a third party without express written consent from Westchester County.

A15. If Bidder is a corporation, the Bid shall be signed in its correct corporate name by a duly authorized officer.

A16. If the Bidder is a partnership, the Bid shall be signed in the full name of the partnership by a duly authorized partner.

A17. **BID DISTRIBUTION:** Westchester County officially distributes its bidding documents through the Empire State Purchasing Group's Bid Notification System or from our Bureau of Purchase and Supplies office directly. Copies of bidding documents obtained from any other sources are not considered official copies. Only those vendors who obtain bidding documents from either the Empire State Purchasing Group's Bid Notification System or from our Bureau of Purchase and Supplies office are guaranteed to receive addendum information, if such information is issued. If you have obtained this document from another source, it is recommended that you obtain an official copy. Westchester County does not offer or supply anyone a list of people who have obtained a copy of these bid specifications.

A18. In the event of any conflict between the terms of this agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this agreement shall be controlling.

A19. Any vendor receiving an award as a result of this bid recognizes that this agreement does not grant the vendor the exclusive right to perform the work for the County and that the County may enter into similar agreements with other vendors on an "as needed" basis.

B. AWARD INFORMATION

B1. Awards may be made by individual item, grouped items or lot. The County reserves the right to reject any or all bids or any portion thereof.

B2. The Purchasing Agent reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the bidder meet the requirements set forth herein and are sufficient to insure the proper performance in the event of an award. The bidder must be prepared, if requested, to present evidence of experience, ability and financial standing. If it is found that any of these criteria are not satisfactory, the County may reject bids. It is not obligatory to make any such examinations however.

B3. The County of Westchester reserves the right to extend the use of bid pricing, in the event that the same item is required again, within a 12 month period of award. Such extension shall be at the same prices, terms and conditions as set forth in the initial bid and must be mutually agreeable to both the vendor and the County of Westchester.

B4. For price and service agreements that go beyond a one-time purchase, The County of Westchester reserves the right to extend the contract under the same terms and conditions for up to twelve (12) months from date of expiration provided such extension is mutually agreeable to both the County and the Vendor.

B5. MATERIAL SAFETY DATA SHEETS: On any order containing a hazardous chemical, vendor must provide one (1) copy of the Material Safety Data Sheet for each item type with the shipment.

B6. SPECIAL NOTE REGARDING PUBLIC BID OPENINGS: If this "Invitation For Bid" contains many line items and it is anticipated that there may be multiple responses, it may render an oral reading of every line item bid in every bid at the time of opening as impractical. Subsequent to bid opening, a bid summary sheet will be prepared and made available.

C. PAYMENT

C1. EFT POLICY: The County of Westchester remits vendor payments via an Electronic Funds Transfer ("EFT") program known as Vendor Direct. **In lieu of receiving a check from the County, payments are remitted by EFT and automatically credited to the vendor's designated bank account at the vendor's financial institution.** Vendors doing business with Westchester County, who are not already enrolled in the Vendor Direct program, will be required to promptly complete and submit an EFT authorization form supplied by the County in order to be paid. In rare cases, a hardship waiver may be granted if vendor presents proof that it is warranted. Any bidder taking exceptions to this requirement may be considered non responsive and bid may be rejected.

C2. PREPAYMENTS: Prepayments prior to shipment of item(s) ordered as a result of this bid will not be permitted unless specifically stated in the bid specifications set forth by the County of Westchester.

C3. Purchases by the County of Westchester are NOT subject to any Federal, State and Local Taxes. Do not include any of these taxes when bidding or invoicing.

C4. Westchester County does not complete credit applications. All Prices are in US Currency. Federal ID# 13-6007353.

C5. Third party billing is not acceptable unless approved by the Purchasing Agent.

D. DELIVERY

D1. **Prices shall be net, F.O.B. destination** including transportation and delivery charges fully prepaid by the bidder to destination indicated in the proposal unless otherwise instructed in the bid specifications.

D2. Failure to deliver items or equipment that do not meet County specifications or are not received within the specified delivery time may be cause for cancellation of the order and vendor declared irresponsible. Any additional costs incurred by the county may be charged to original vendor. The decision of the County Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the vendor.

D3. All items delivered must be guaranteed against faulty materials and workmanship. Deliveries of incorrect or faulty items will be rejected and returned to sender at vendors' expense.

D4. All deliveries are to be considered PLATFORM DELIVERY unless otherwise indicated.

D5. Where deliveries are inside, such deliveries must be made to the specific floor, or area specified.

E. PURCHASES BY OTHER SCHOOL DISTRICTS AND GOVERNMENTS

E1. As per New York State General Municipal Law, all political subdivisions of New York State are allowed to make purchases through the resulting contract(s), if mutually agreeable by both parties.

E2. All political subdivisions will make purchases directly to vendors within the specified contract period referencing the County's contract and shall be liable for any payments due on such purchases and shall accept sole responsibility for any payment due.

E3. All Purchases shall be subject to audit and inspection by other political subdivisions for which the purchase was made.

E4. All bidders shall be on notice that as a condition of the award of a County contract, the successful bidder shall accept the award of a similar contract with any other political subdivision in New York State, if called upon to do so. The County, however, will not be responsible for any debts incurred by the participants pursuant to this or any other agreement.

E5. Necessary deviations from the County's specifications in the award of a participant contract, whether such deviations relate to quantities or delivery points shall be resolved between the successful bidder and the other political subdivisions.

F. LAWS & EXECUTIVE ORDERS

F1. Bidder agrees to comply with the provisions of Executive Order No. 6-2007 which requires that all toys, jewelry or other similar items intended for use by children under the age of six which are sold to the County are lead-free and further agrees to complete a lead free merchandise certification upon award if applicable to the subject of this bid.

F2. The contractor shall comply with all the provisions of the laws of the State of New York and the United States of America which affect municipalities and municipal contracts, and more particularly the Labor Law, the General Municipal Law, The Workmen's Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Law, Rules and Regulations, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein.

F3. All items furnished shall comply in all respects with applicable Federal, State and County Laws, rules, orders and regulations, including but not limited to the Federal Food, Drug and Cosmetic Act and subsequent decisions of the Department of Agriculture or any other administering agency.

F4. If the Bidder is an unincorporated business firm other than a partnership and a trade name is used, the bid shall be signed by the person(s) conducting the business. If applicable, the certificate required by the New York State General Business Law, Section 130 must be filed with the County Clerk of Westchester County.

F5. 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 knowledge and belief:

(a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder to any competitor: and

(c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

F6. The bidder certifies that this bid is made without any connection with any other person making a bid for the same purpose, and is in all respects fair and without collusion or fraud, and that no elected official or other officer or employee or person whose salary is payable

in whole or in part from the County Treasury, is directly or indirectly interested therein, or in the supplies, materials and equipment to which it relates, or in any portion of the profits thereof. This provision shall not apply in instances of direct or indirect holdings of less than 1% of the stock of a corporation.

F7. If this project is a "Public Work" project and is subject to all the provisions contained in the New York State Labor Law. Any Contractor submitting a bid on this project shall acknowledge that said project is a "Public Work". Contractor shall comply with all the provisions of the Labor Law, including but not limited to Article 8, 8-A and 9 of said Law. Contractor shall pay prevailing wages as defined by said Law to all laborers, workers and mechanics, and shall require all subcontractors to do the same. In order to ensure compliance with these provisions, the County shall be entitled to review and/or audit the Contractor's payroll records from time to time and may require the Contractor to make such records available to the County either at the Contractor's place of business or at a location designated by the County. The Contractor and subcontractor(s) if any shall submit to the County with all requests for payment, certified payrolls or transcripts of the original payroll record, subscribed and affirmed as true under the penalties of perjury.

F8. Any bidder indicating a State of New York or Federal GSA contract as the basis for their bid must complete this bid form fully and agree to the County's use of the bid as the sole document supporting the price(s), terms and conditions offered herein.

F9. IRANIAN ENERGY SECTOR DIVESTMENT:
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 each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State finance law. The vendors signature on the bid form will be considered certification that the vendor is in compliance with all aspects of this regulation.

Important Information:

As of May 30th 2023 Public Bid Openings will be resuming at:

County of Westchester

Bureau Of Purchase and Supplies

148 Martine Avenue, Room 713

White Plains, New York 10601

STANDARDIZED INSURANCE REQUIREMENTS FOR VENDORS

The Contractor, upon award of the contract, shall provide at their own cost and expense the following insurance to the County of Westchester from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, which insurance shall be evidenced by certificate. Each certificate shall require that, thirty days prior to cancellation or material change to the policies, notice thereof shall be given to the Bureau of Purchase and Supplies of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All such notices shall name the Contractor and identify the contract number. The County of Westchester reserves the right to request the actual policy, as necessary.

A. Worker's Compensation – Statutory-in compliance with the Compensation Law of the State of New York:

Each Contractor (employer) shall evidence compliance with Section 57 of the Workers' Compensation Law and Section 220, Subdivision 8 of the Disability Benefits' Law, by submitting to the County for its approval, prior to the start of any part of his contract work, the following attested documentation:

1. Workers' Compensation – Statutory, New York State Workers' Compensation certificate form C-105.2 (rev. 09/07) or State Fund Insurance Company form U-26.3 prescribed for proof of compliance with the Compensation Law.

NOTE: Other generally recognized forms/certificates may be substituted for the above at the sole discretion of the Director of Risk Management.

2. Disability Benefits: The Contractor shall provide proof of compliance with the Disability Benefits Law (Form DB-120.1)

Location of Operation shall be "All Locations in Westchester County, New York."

3. If a Contractor (employer) claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits' Policy, or both, the employer must complete affidavit form WC/DB-100 (revised 9/07), sign and notarize the form, and send to the NYS Workers' Compensation Board for (stamped) approval. The stamped approval (valid for 1 year) should then be provided to the County of Westchester with all other insurance documentation.

4. If a Contractor (employer) is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

B. Commercial General Liability Insurance with minimum limits of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage, or a combined single limit (c.s.l) of \$1,000,000 with the County of Westchester named as an additional insured. This insurance shall indicate on the certificate of insurance include the following coverages:

1. Premises – Operations
2. Products and Completed Operations
3. Broad Form Contractual

C. Automobile Liability Insurance with minimum limits of liability of \$1,000,000 per person/per occurrence for bodily injury, and \$100,000 per occurrence for property damage, unless otherwise indicated in the "Special Clauses" of the Contract specifications. The certificate of insurance shall indicate coverage for the following:

1. Owned automobiles
2. Hired automobiles
3. Non-owned automobiles

All policies and certificates of insurance shall be approved by the Westchester County Director of Risk Management prior to the inception of any work.

Other coverages may be required by the County of Westchester based on specific needs. If such other coverages are required for a specific contract, those coverages will be described in the "Special Clauses" of the contract specifications.

If at any time any of the foregoing policies shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Contractor shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Bureau of Purchase and Supplies of the County of Westchester for approval and submit a certificate thereof as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the County, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.

In the event that claims, in excess of the insured amounts provided herein, are filed by reason of any operations under the contract, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the County of Westchester.

All policies of the Contractor shall be endorsed to contain the following clauses:

- (1) Insurers shall have no right of recovery or subrogation against the County of Westchester (including its agents and agencies as aforesaid), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.
- (2) The clause "other insurance provisions" in a policy in which the County of Westchester is named as an insured, shall not apply to the County of Westchester.
- (3) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.
- (4) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor.

VENDOR AFFIRMATION

Vendor affirms that he/she will comply in the performance of the contract with all applicable provisions of the labor law, worker's compensation law, Federal social security law and any and all rules and regulations promulgated by Federal Department of Labor and/or The Industrial Commissioner of the State of New York, and any other applicable laws, rules and regulations and all amendments and additions thereto. Failure to sign may result in bid disqualification.

BID NUMBER: RFB – WC - _____

COMPANY NAME: _____

PRINT NAME: _____ OFFICIAL TITLE: _____

SIGNATURE: _____ DATE: _____

05/18/2022

COUNTY CONTRACT:

The attached sample standard County contract shall be the vehicle for payment of the items appearing in the associated bid. After the bid is awarded, the successful vendor will be required to sign and notarize the contract when they receive it in the mail and return it to us per the instructions they will also receive.

Any additions or deletions to our standard Contract boilerplate may be made by crossing out and initialing, or adding attachments on a separate page(s), and submitting the revised form, if any, with their bid. Acceptability of changes may be subject to review by the County Purchasing Agent and Law Department.

The successful vendor must reference the BPS contract number from their awarded contract on all invoices for payment.

BIDDER'S PAPERS:

The bidder must submit any papers to be included in the contract with their bid. Anything contained therein which is contradictory to the terms and conditions of this bid may be considered to be non-applicable unless specific exceptions are indicated below.

EXCEPTIONS:

The bidder shall indicate below whether any exceptions have been taken to this bid, and in the space provided, briefly note those exceptions. Detailed explanations may be attached, however, bidder is cautioned that any exceptions which are material in nature may cause the bid to be rejected.

HAS THE BIDDER TAKEN ANY EXCEPTIONS TO THIS BID?

YES _____ NO _____

Note exceptions here:

AT THE COUNTY'S SOLE OPTION, THIS AGREEMENT MAY BE TERMINATED AT ANY TIME BY GIVING THIRTY (30) DAYS NOTICE, IN WRITING, TO THE CONTRACTOR.

8/5/22

SAMPLE COPY

THE COUNTY OF WESTCHESTER
BUREAU OF PURCHASE & SUPPLIES
148 Martine Avenue, Room 713
White Plains, New York 10601

CONTRACT NO

AGREEMENT, made this day of : between The County of WESTCHESTER a municipal corporation of the State of New York
acting by and through , its Purchasing Agent, hereinafter called the "County" and hereinafter called the
"Contractor,"

WITNESSETH, for and in consideration of the sum of ONE (\$1.00) dollar paid by each of the parties hereto to the other, receipt whereof is hereby
acknowledge and the agreements herein contained, made by each of the parties hereto, the County and the Contractor covenant and agree to as
follows:

FIRST

That the Contractor will sell, furnish and supply to the County,

Contracts are subject to the availability of funds as voted annually by the County Board of Legislators.

A certificate of Insurance showing adequate limits for Workmen's Compensation, Automobile and General Liability to be submitted with signed
contracts.

SECOND

That the County will pay therefore prices, terms and conditions as per

1. This agreement shall be construed and enforced in accordance with the laws of the State of New York.

2. Should there be a conflict between the terms and conditions of this contract and the terms and conditions of any attachments, the terms and
conditions of this contract shall prevail.

No payments shall be made to the Contractor under this contract except upon Bona Fide Invoices by the Contractor, approved by the head of the
department affected and filed with the Commissioner of Finance of the County of Westchester.

THIRD

That the articles, merchandise or materials to be furnished must be new unless otherwise specified, and shall conform to the specifications contained
in the Request for Bid, a copy of which is attached hereto and made a part hereof. That the Contractor will not at any time dispute the provisions of
this contract or the specifications, nor assert that there was any misunderstanding in regard to the nature or amount of materials to be furnished or
work done, and will furnish the materials and complete the entire work in strict compliance with this contract and specifications hereto attached.

FOURTH

That the work included in and called for under this contract is to be done and performed under the direction and to the entire satisfaction of
who shall determine all questions relating hereto. His decision on any matter pertaining to this Contract, materials or work called for
hereunder shall be final, conclusive and binding upon the Contractor.

FIFTH

That the articles, merchandise or materials to be furnished will be delivered for use to in accordance with said specifications.

SIXTH

That the articles, merchandise or materials will be furnished and delivered* installed*.

except, however, that where the delay is caused by the County, by fire, or by other extreme and unusual causes over which the Contractor had no
control and for which the Contractor is not responsible; or caused by the combined action of workman in nowise caused by or resulting from default
or collusion on the part of the Contractor; or caused by embargo, the time shall be extended for a period equivalent to the time lost by reason of such
delay, caused as a foresaid.

* Time is of the essence of this contract.

SEVENTH

That this contract shall not be assigned or otherwise disposed of by the Contractor except upon written consent of the said County Purchasing Agent
and should the Contractor without such previous written consent assign or otherwise attempt to dispose of this contract or of any rights
therein or its power to execute said contract or any right or interest in any of the moneys to become due and this contract, to any person, firm or
corporation, then this contract may be, at the option of the County, cancelled and terminated and said County shall thereupon
be relieved and discharged from any and all liability and obligation arising therefrom to the Contractor or to any assignee, or transferee.

- (strike out one)

EIGHTH

That upon breach by the Contractor of any of the terms, covenants or conditions in this contract, the County shall have the right upon _____ days' notice in writing to the Contractor, by mail or otherwise as said County may choose, to declare this contract forfeited, cancelled and terminated; and all articles, merchandise or materials delivered to the County and all work done in installing same shall immediately become the property of the County. The County shall then have the right, power and authority to complete this contract, to contract for the competition thereof, with or _____ without readvertising; and any additional cost or expense of such completion shall be charged to any paid by the Contractor or to the County upon demand.

NINTH

That except for the amount, if any, of damage contributed to, caused by or resulting from the sole negligence of the County, the Contractor shall defend, indemnify and hold harmless the County, its elected officials, officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising from any negligent act or omission of the Contractor in the performance and/or failure to perform within the contract including the negligent acts or omission of any subcontractor or any direct or indirect employees of the Contractor or subcontractor.

TENTH

That the Contractor will comply with all the provisions of the laws of the State of New York and the United States of America which affect Municipalities and Municipal Contracts and more particularly the Labor Law, the General Municipal Law, the Workmen's Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal and State Social Security Law, State Local and Municipal Health Laws, rules and regulations, and any and all regulations promulgated by the Commission of Labor (Industrial Commission) of the State of New York; and all amendments and additions thereto in so far as the same shall be applicable to this contract; with the same force and effects as if set forth herein at length.

ELEVENTH

That the terms, conditions, covenants and agreements of this contract shall be binding upon the heirs, executors, successors and assignees of the parties hereto.

IN WITNESS WHEREOF, The County of Westchester has caused this instrument to be executed by its Purchasing Agent, acting on behalf of said County, as authorized by law, and the Contractor has caused these presents to be signed by its duly authorized officers the day and year first above written.

THE COUNTY OF WESTCHESTER

By _____

CONTRACTOR: _____

Title _____

STATE OF NEW YORK

SS.:

County of Westchester

On this _____ day of _____, before me personally came _____ to me known and known to me to be the person who executed the foregoing contract for and on behalf of THE COUNTY OF WESTCHESTER, the being by me duly sworn, did depose and say that he resides in the County of Westchester, that he is the Purchasing Agent of said County duly appointed pursuant to the provisions of Article IV, Section 24, of the Westchester County Charter, that he is authorized to act on behalf of the County of Westchester, the municipal corporation described in and which executed the foregoing instrument.

Witness

Westchester County

STATE OF NEW YORK

SS:

County of _____

[INDIVIDUAL/PARTNERSHIP/CORPORATION] (Circle One).....

On this _____ day of _____, before me personally came _____ to me known, and known to me to be the individual described in and who executed the foregoing contract, and he acknowledged to me that he executed the same.

Notary Public

County _____

Quote your delivered prices for an on-site AVTEC RADIO CONSOLE MAINTENANCE CONTRACT to be used by our Department of Public Safety, 1 Saw Mill River Parkway, Basement Property Room, Hawthorne, NY 10532.

Prices are to be used as a contract prices effective for one year from date of award with an option to extend the agreement up to four (4) additional annual periods, at the same prices and under the same terms and conditions, by mutual consent, prior to expiration.

Coverage includes on-site service from 8 AM to 5 PM Monday through Friday, except holidays.

Contract excludes physical, liquid/chemical, lightning damage, misuse, programming, antennas, antenna cable and batteries. Headsets, foot switches and customer provided computers are not covered.

PRICES:

1 EACH	Avtec Scoutcare software support, one year maintenance, (in advance)	
	(Commercial Vehicle)	p/year_____

1 each	Onsite labor support*	p/year_____
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TOTAL_____

*Includes the following:

2 VP Gates

2 Open Position and Mediaworks

Touchscreen monitors

1-24 port switch

6 outposts

12 XTL mobile radios