



**Department of Finance**

Bureau of Purchase & Supplies  
148 Martine Ave., Room 713  
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(914) 231-1872  
[www.westchestergov.com](http://www.westchestergov.com)

**CONTRACT AWARD NOTIFICATION**

TITLE	Inmate Televisit System Maintenance
CONTRACT NUMBER	5717 BPS
CONTRACT PERIOD	May 15, 2019 to May 14, 2024
DATE OF ISSUE	Sept. 18, 2019
COUNTY CONSUMER(S)	Department of Correction

A contract has been established to Maintain the Inmate Televisit System. The vendor is shown below and all additional terms, conditions and specifications are per the contract. The price per month is \$4748.33 and Help Desk support is \$200.00 per call over 10 calls per month.

727745  
Primonics, Inc.  
500 Morgan Blvd., Suite 200  
Baie D'Urfe, Quebec  
Canada H9X-3V1  
Att: Angela Mitchell  
Email: [amitchell@primonics.com](mailto:amitchell@primonics.com)

Tel: 514-694-4866 X230  
Terms: Net 10 days  
FOB: Destination  
Delivery: 7 days

Fed. ID#84-8063368

<b>Address Inquiries To:</b>			
Name:	Marc Goldenberg	Telephone:	914-231-1427
Title:	Senior Buyer	Fax:	914-231-1546
E-mail:	<a href="mailto:meg5@westchestergov.com">meg5@westchestergov.com</a>		

August 27, 2019

TO: Johnson Thomas  
Finance

FROM: Ann Marie Variano *Amv*  
Deputy Purchasing Agent

RE: Contract No. 5717BPS  
Replaces No. 5544BPS

Enclosed, please find a copy of the above referenced contract to maintain for the County, an Inmate Televisit System located at the Westchester County Department of Correction, 10 Woods Road, Valhalla, NY 10595.

**Contract Period: 05/15/2019 through 05/14/2024**

Contract is between Westchester County and Primonics, Inc., 500 Morgan, Suite 200, Baie D'Urfe, Quebec, Canada H9X-3V1, Attn: Sanjeev Musruck.

cc: James J. Ferrara - BPS  
Marc Goldenberg - BPS  
Kim Secas - Dept. of Corrections  
File

AGREEMENT, made this 19th day of April, 2019 between The County of WESTCHESTER a municipal corporation of the State of New York acting by and through **James J. Ferrara**, its Purchasing Agent, hereinafter called the "County" and hereinafter called the "Contractor,"

**Primonics, Inc.**  
**500 Morgan, Suite 200**  
**Baie D'Urfe, Quebec**  
**Canada H9X-3V1, Attn: Sanjeev Musruck**

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~~ maintain for the County, an Inmate Televisit System located at the Westchester County Department of Correction, 10 Woods Road, Valhalla, NY 10595. The equipment list and additional non-conflicting terms, conditions and specifications of the Primonics Memorandum of Agreement dated January 1, 2009 shall be included in this contract. Contract period is 5 years from 5/15/19 to 5/14/24.

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

**Price per month: \$4,748.33,**  
**plus help desk over 10 calls, \$200.00 per call.**

**Terms: net 10 days**

**F.O.B. Destination**

**At the County's sole option, this agreement may be terminated at any time by giving thirty (30) days notice in writing, via certified mail, to the Contractor.**

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 **The County Purchasing Agent**, 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 furnished will be delivered for use to See above, in accordance with said specifications.

**SIXTH**

That the articles, merchandise or materials will be furnished and delivered installed **within 7 days of notice, PO, etc.** 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.

**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 10 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 [Signature]  
**James J. Ferraro, Purchasing Agent**

CONTRACTOR: [Signature]  
Title 6-4-19

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.

[Signature]  
Witness:  
Westchester County

~~STATE OF NEW YORK~~ Texas  
SS.:  
County of Denton

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

On this 4th day of June, 2019, before me personally came Robert Pickens 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.

Katherine M. Moody  
Notary Public \_\_\_\_\_  
County Denton Co., TX

