



AGGREGATE HARDWARE BUY 2016-17 AGREEMENT TERMS AND CONDITIONS

SECTION 1 TERMS AND CONDITIONS; GENERAL

In addition to terms and conditions of the Contract, the additional terms and conditions set forth below are incorporated into this Aggregate Hardware Buy 2016-17 Agreement.

SECTION 2 COMMENCEMENT OF SALES

Contractor can commence sales from the Aggregate Hardware Buy 2016-17 Agreement upon OGS posting of the awarded Configurations with Contractor contact information on the OGS Website. For purposes of the Aggregate Hardware Buy 2016-17 Agreement “Configuration” refers to the specifications set forth in Appendix 1 - Minimum Technical Build Requirements of the “Aggregate Hardware Buy 2016-17” attached hereto and incorporated as if fully set forth herein.

SECTION 3 WEBSITE REQUIREMENTS

The State requires that the Contractor establish and maintain a dedicated NYS website, specifically for this Aggregate Hardware Buy 2016-17 Agreement, that has a web-based ordering system with the capability of receiving electronic orders from all OGS Authorized Users via the Internet. The web-based ordering system shall have full order inquiry capabilities and shall acknowledge receipt of an Authorized User’s order. Contractor shall be required to post a copy of Aggregate Hardware Buy 2016-17 Agreement pricing, in both Excel and PDF formats on the website. Each Contractor’s website link will be listed under the Contractor information on the OGS website. The Contractor’s website will be the responsibility of the Contractor to maintain and keep updated. The Contractor website shall be operational and able to accept orders within 14 calendar days of the Aggregate Hardware Buy 2016-17 Agreement execution. This website must remain accurate and available throughout the duration of Aggregate Hardware Buy 2016-17 Agreement. Determination of compliance will be at the sole discretion of the OGS. The State reserves the right to request demonstrations of the Contractor’s website.

Contractor will provide individual quotes to the Authorized Users for their required Configurations. The only offerings allowed within the Contractor’s on-line configurator will be those within the OGS approved Configuration requirements (base Configuration, peripherals, upgrades, maintenance).

Contractor’s website shall comply with Manufacturers Umbrella Contract Section 2.53, Accessibility of Web Based Information and Applications Policy Language.

SECTION 4 TERM; AGGREGATE HARDWARE BUY 2016-17 AGREEMENT

The term of the Aggregate Hardware Buy 2016-17 Agreement shall be up to one year.

The term shall commence upon posting of the awarded Configurations with Contractor contact information on the OGS Website as provided in Section 2, Commencement of Sales. All Aggregate Hardware Buy 2016-17 Agreements shall have a coterminous end date.

The State reserves the right, at its sole discretion, to extend any Aggregate Hardware Buy 2016-17 Agreement by an additional one (1) year.

Section 4.1 Short Term Extension

OGS reserves the right to seek a short term extension accordance with Contract Section 2.18, Short Term Extension.

SECTION 5 PRICING STRUCTURE AND MODIFICATION

Section 5.1 Pricing Structure

This Agreement is Indefinite Delivery, Indefinite Quantity (IDIQ). Numerous factors could cause the actual volume of Product actually purchased to vary substantially from above estimate. Such factors include, but are not limited to, the following:

- The Agreement is nonexclusive;
- There is no guarantee of volume to be purchased; and
- There is no guarantee that demand will continue in any manner consistent with previous purchases.

Contractor must furnish all quantities actually ordered by Authorized Users at or below the prices in the Aggregate Hardware Buy 2016-17 Agreement.

Contractor shall provide the Configurations and Options initially awarded in this Aggregate Hardware Buy 2016-17 Agreement, as the same may be modified through the process set forth in 5.2 Product Modification, below, for the entire duration of Aggregate Hardware Buy 2016-17 Agreement including any extensions.

Section 5.2 Product Modification

Contractor is authorized to sell the Configuration and Options initially awarded in the Aggregate Hardware Buy 2016-17 Agreement, as the same may be modified through the process described herein utilizing *Appendix 2, Aggregate Hardware Buy 2016-17 Product Modification*, attached hereto and incorporated as if more fully set forth herein.

If an awarded Configuration or component becomes obsolete or unavailable, a substitute product of equal or greater requirement must be substituted at the same or lower Aggregate Hardware Buy 2016-17 Agreement purchase pricing (as determined at the time of substitution). If an awarded Option becomes obsolete or unavailable, a substitute product of equal or greater requirement must be substituted at the same or lower Aggregate Hardware Buy 2016-17 Agreement Option discount percentage as the obsolete or unavailable product. Should the substituted product's Aggregate Hardware Buy 2016-17 Agreement purchase pricing be less than its predecessor the new lower product pricing will be charged for any purchases transacted after the effective date of the product substitution. All replacement products and processors must be Manufacturer's documented successor. All substitutions will be subject to OGS approval.

During the term of the Aggregate Hardware Buy 2016-17 Agreement, if optional products become available on Contractor's Manufacturer Umbrella Contract, the Contractor shall request to add the items to the Aggregate Hardware Buy 2016-17 Agreement.

SECTION 6 ORDERING

All orders shall be in accordance with Contract Section 2.29, Purchase Orders and Invoices.

SECTION 7 PRODUCT DELIVERY: STANDARD FACTORY IMAGE

Contractor shall deliver the units ordered by an Authorized User within 30 calendar days of receipt of a Purchase Order. Contractor must provide a Purchase Order receipt notification to OGS Authorized User within three business days of receipt of a Purchase Order. Further, 14 calendar days prior to each delivery, the Contractor must provide, at an Authorized User's request, an *Attachment 1, Aggregate Hardware Buy 2016-17 Advanced Shipping Notice*, attached hereto.

SECTION 8 PRODUCT DELIVERY: IMAGING / LOADING SERVICES

Contractor is responsible for installing a factory Authorized User specific standard software image on each computing device purchased, when such image is provided by the Authorized User. If an Authorized User requires factory imaging, Contractor shall provide an imaged sample machine within five (5) business days of receiving the Authorized User's image. Contractor is further required to be able to deliver the imaged machines ordered by the Authorized User within thirty (30) calendar days from the date of Authorized User written approval of the sample machine and receipt of Authorized User's purchase order for the machine.

SECTION 9 CONTRACT ADMINISTRATION

Contractor shall provide a sufficient number of Customer Service employees who are knowledgeable and responsive to Authorized User needs and who can effectively service the Aggregate Hardware Buy 2016-17 Agreement.

SECTION 10 UNDERLINING CONTRACT PRODUCTS

Contractor shall make all eligible Authorized Users aware of this Aggregate Hardware Buy 2016-17 Agreement and make the pricing information available to them. Contractors shall make all sales staff aware of this responsibility.

SECTION 11 EXTENSION OF USE

This Aggregate Hardware Buy 2016-17 Agreement may be extended in accordance with Contract Section 2.34, Non-State Agency Participation in Centralized Contracts & Extension of Use.

SECTION 12 RESPONSIBILITY FOR REPORTING AND ADMINISTRATIVE FEE

The Contractor shall provide to OGS verifiable sales reports containing detailed information of all purchases made pursuant to Aggregate Hardware Buy 2016-17 Agreement. The sales reports must be available to OGS utilizing the format in *Attachment 2, Aggregate Hardware Buy 2016-17 Sales Report Format*, attached hereto.

In addition, Contractor shall also include the sales from this Aggregate Hardware Buy 2016-17 Agreement as part its Manufacturers Umbrella Contract sales documentation requirements as found in Contract Section 2.23.

Section 12.1 Administrative Fee

Contractor shall to pay an Administrative Fee in the amount of 0.50% for all sales reported through this Aggregate Hardware Buy 2016-17 Agreement.

The Administrative Fee check should be made out to “NYS OGS Finance Office”. Payments will be due quarterly in arrears. The due date for each payment will be 30 calendar days following the end of the quarter. Included with the payment shall be the following information, on either the remittance stub and/or a cover letter on company letterhead: Contractor Name, Title of RFQ, *Aggregate Hardware Buy 2016-17, RFQ 2016-1*, Reporting Period, Contractor Contact Person and Contact Information. The Administrative Fee shall be mailed to:

OGS Financial Administration

Empire State Plaza

PO Box 2166

Albany, NY 12220

In the alternative, Administrative fees may also be paid electronically. Contact OGS Financial Administration at (518) 474-3634 for instructions regarding electronic payment.

SECTION 13 ADVERTISING

In addition to the requirements set forth in the Appendix B, *Advertising Results*, incorporated as part of the Contract, any Contractor press or media releases, advertisements, or promotional literature, regardless of the medium, referring to this Aggregate Hardware Buy 2016-17 Agreement must be reviewed and approved by OGS prior to issuance. Contractor also cannot use, for any purpose, the New York State of Opportunity registered trademark or the State coat of arms without prior approval from the State.

SECTION 14 INSTRUCTION MANUALS AND ASSOCIATED DOCUMENTATION

Instruction Manuals and Associated Documentation shall be provided in accordance with Contract Section 2.21, Instruction Manuals and Associated Documentation.

SECTION 15 MWBE GOALS AND REPORTING

Contractor is reminded of its responsibility under Contract Section 2.67 Contractor Requirements and Procedures for Equal Employment and Business Participation Opportunities for Minority Group Members and New York State Certified Minority-and Women-Owned Business Enterprises.