

Request for Quotations 26-01
Aggregate Hardware Buy
UPDATED 6-1-2026

RFQ Title Aggregate Hardware Buy 26-01		RFQ Number 26-01
NYS Office of General Services Procurement Services 38th Floor, Corning Tower, ESP Albany, NY 12242		Authorized User Delivery Information Multiple Locations Statewide
DESIGNATED CONTACTS		
Names	E-Mail	
Maureen Younkin and Rachael Smelyansky	OGS.sm.PS.AggregateBuy@ogs.ny.gov Subject Line: Aggregate Hardware Buy 26-01	
Procurement Lobbying Law/Restricted Period is in effect: By signing, Bidder affirms that it understands and agrees to comply with OGS policies and procedures relative to permissible contacts. Information on Procurement Lobbying may be accessed at: http://www.ogs.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.html		
OGS is seeking competitive quotes from Contract holders of the OGS Group 73600 Award 22802 Information Technology Umbrella Contract – Manufacturer Based (Statewide) (“ Manufacturer Umbrella Contract ”) for the Lot(s) indicated below. Quotes from Resellers will not be accepted. Bidders must have an award for Lot 2 to bid on this RFQ. ☐ Lot 1 – Software ☒ Lot 2 – Hardware ☐ Lot 3 – Cloud ☐ Lot 4 – Implementation For information on RFQ Submission Requirements see RFQ 26-01, Section 5, RFQ Submission Requirements. The Basis for award per Configuration will be the Highest Total Financial Score meeting specified Technical Requirements and Mandatory Pass/Fail Requirements for each Standard Configuration and associated Required Products.		

KEY EVENTS/DATES*		
Event	Due Date	Time
RFQ 26-01 Release	5/4/2026	n/a
Q&A Period <i>Attachment B - Bidder Questions and Comments Due</i>	5/11/2026	8:00 AM EST
OGS Issues Responses to Questions and Comments (Estimated)	5/15/2026	n/a
RFQ Technical Submission Due Includes: <i>Attachment A – Technical Response</i> <i>Attachment D – Issue Escalation Plan</i> <i>Manufacturer Information Page (Last page of this Document)</i>	5/26/2026 6/18/2026	11:59pm EST
OGS sends out <i>Attachment C – Financial Response</i> , which includes approved technical responses, and the On-Line Reverse Auction Agreement	6/5/2026 6/26/2026	n/a
Bidder returns completed <i>Attachment C – Financial Response and On-Line Reverse Auction Agreement</i>	6/10/2026 7/2/2026	11:59 PM EST
Reverse Auctioneer Conducts Training with Bidders	TBD: within 1 week of returned Att. C and RA Agreement for 1-2 days	
Conduct On-Line Reverse Auction	TBD: 1 business day after last day of training	n/a
Tentative Awards (final pending OSC approval)	Up to 2 business days after Reverse Auction	n/a

*Key Events and Dates are subject to change. Any changes will be communicated via email to all Bidders that received this RFQ.

NOTE: OGS will not be liable for any cost incurred by the Bidder for work performed in the preparation of a response to this Request for Quote (RFQ). Responses to the RFQ must be received by the deadline specified above. Bidder assumes all risks for timely, properly submitted RFQ deliveries. Late RFQ responses may be rejected. The time of receipt of an RFQ response will be determined by OGS.

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ATTACHMENTS AND APPENDICES

- RFQ 26-01 Aggregate Hardware Buy
- Attachment A – Technical Response

- ***Attachment B – Bidder Questions and Comments***
- ***Attachment C – Financial Response***
Note: Only Bidders determined by OGS to have passed the Technical Evaluation will be provided Attachment C – Financial Response.
- ***Attachment D – Issue Escalation Plan***
- ***Appendix 1 – Sales Report Form***
- ***Appendix 2 – Agreement Price List Modification Procedures***
- ***Appendix 3 – Pricing Modification Form***
- ***Appendix 4 – How to Prepare a Successful Quote***
- ***Appendix 5 – Aggregate Hardware Buy - Delayed Delivery Report***

Section 1. GENERAL

This RFQ incorporates the terms and conditions of the Bidder's OGS Information Technology Umbrella Contract – Manufacturer Based (Statewide) ("Manufacturer Umbrella Contract") including executed amendments and the additional terms and conditions set forth in this RFQ, its Attachments, and Appendices. The award made from this RFQ will result in Aggregate Hardware Buy 26-01 Agreements ("Agreement").

The Manufacturer Umbrella Contract documents can be found at:

<https://online.ogs.ny.gov/purchase/snt/awardnotes/7360022802AppendicesPageCombo.pdf>

Section 2. DEFINITIONS

In addition to the terms defined in Bidder's Manufacturer Umbrella Contract, Section 2.5, Glossary, the following definitions shall apply in this RFQ 26-01 and any resulting Agreement.

Term	Definition
Additional Products	Products that are not part of the Standard Configuration and are optional for Authorized Users to purchase to enhance the Standard Configuration
Configuration	Entirety of Standard Configuration, Required Products, and Additional Products
Required Products	Products that are mandatory for Bidders to quote
Standard Configuration	All components/line items necessary for a functional computing device meeting the minimum specifications identified in <i>Attachment A - Technical Response</i>
Quote, RFQ Submission	A Bidder's bid response package

Section 3. QUESTIONS/ DEVIATIONS

All questions shall be submitted in writing using "*Attachment B - Bidder Questions and Comments*" citing the specific document name and document section to which the question applies.

Bidders are strongly encouraged to submit questions as early as possible. All questions, feedback, or proposed deviations must be submitted by the Q&A Period due date and time listed in the Key Events/Dates section of this RFQ; the Q&A Period is the only time OGS will consider such information. Answers to all questions of a substantive nature shall be provided, in the form of a question and answer document, to all Bidders who received this RFQ.

Only email submissions of Attachment B will be accepted:

Email Address: OGS.sm.PS.AggregateBuy@ogs.ny.gov

Subject line: **Aggregate Hardware Buy 26-01 – Questions [Bidder/ Contractor name]**

Section 4. SCOPE

4.1 PURPOSE.

The purpose of RFQ 26-01 is to establish an award for each Configuration as set forth in *Attachment A - Technical Response*. Once a Quote is determined to be responsive to the technical requirements of this RFQ and the Bidder has submitted baseline pricing using Attachment C – Cost Response, OGS will conduct an On-Line Reverse Auction for final pricing. The resulting awards will be considered part of an Aggregate Buy and shall have a term of one (1) year. All Authorized Users located within NYS (estimated at 7,600) will be able to purchase the awarded Configurations. Upon mutual agreement, this Agreement Pricing may be extended to additional States or governmental jurisdictions, as described in Section 8.8, Participation in Aggregate Buy Agreement.

Configurations

	Standard Configuration	Brief Description
1	VDI PC	Desktop computer intended for use as a VDI or desktop-as-a-service endpoint
2	Enterprise Desktop - Standard	Desktop computer intended for deployment in an enterprise setting. (high-performance, secure workloads)
3	Enterprise Desktop - vPro	Desktop computer intended for deployment in an enterprise setting. (high-performance, secure workloads) with Intel's vPro Enterprise for Windows platform enabled
4	Enterprise Desktop - High	Desktop computer intended for deployment in an enterprise setting. (high-performance, secure workloads, high specification for intense use cases)
5	Enterprise Notebook - Standard	Laptop computer intended for deployment in an enterprise setting.
6	Enterprise Notebook - vPro	Laptop computer with Intel's vPro Enterprise for Windows platform enabled intended for deployment in an enterprise setting.
7	Enterprise Notebook - High	Laptop computer intended for deployment in an enterprise setting (high specification for intense use cases).
8	Enterprise All-In-One	Desktop computer integrating the computer case and system components into the monitor.
9	Convertible Tablet	Laptop-tablet hybrid device, with an attached keyboard
10	Workstation PC	High-end workstation class desktop intended for use with GPU intensive applications such as video editing, CAD, and machine learning
11	Chromebook Low	Laptop or tablet computer that runs Chrome OS with a standard 11" screen
12	Chromebook with Touchscreen	Laptop or tablet computer that runs Chrome OS with a touch 11" screen
13	Chromebook with Touchscreen – 14"	Laptop or tablet computer that runs Chrome OS with a 14" touch screen
14	Unbundled Displays	Computer displays available in a range of pre-defined sizes

4.2 BIDDER ELIGIBILITY.

RFQ 26-01 is only being distributed to Bidders holding an award for Lot 2 – Hardware under the Manufacturer Umbrella Contract ("Bidders"). Quotes under RFQ 26-01 will only be accepted from Lot 2 Contractors on the Manufacturer Umbrella Contract; Resellers are not eligible to respond. Any bids received from a Reseller will not be considered for evaluation or award.

4.3 PRODUCTS IN SCOPE.

All Products proposed as part of the Standard Configuration and Products proposed for Required Products, as well as any Additional Products, must be on the Bidder's Manufacturer Umbrella Contract Lot 2 - Hardware price list to be considered for Technical Evaluation. Any quotes with Configurations that include Products that are not on the Bidder's Manufacturer Umbrella Contract Lot 2 - Hardware price list, or are otherwise incorrect or unacceptable, will not be eligible for Financial Evaluation or award.

Devices must appear on the Windows Hardware Compatibility List for the current windows version or one (1) version prior at time of Aggregate Buy RFQ 26-01 bid submittal and at time of sale thereafter.

<https://partner.microsoft.com/en-us/dashboard/hardware/search/cpl>

Section 5. RFQ SUBMISSION REQUIREMENTS

5.1 ELECTRONIC SUBMISSION.

Electronic media shall be provided on Microsoft Windows formatted USB flash drives and should be clearly labeled as set forth below. USB flash drives cannot be password protected or require the installation of software in order to read files. All RFQ Submissions shall be saved in separate unprotected files in Microsoft Office products (Word and Excel) in product releases 2020 or higher.

Two (2) digital storage devices (USB flash drive), clearly labeled, shall contain the following documents, completed in their entirety:

- *Attachment A – Technical Response*
- *Attachment D – Issue Escalation Plan*
- *Manufacturer Information Page (Last page of this Document)*

All RFQ Submissions and accompanying documentation shall become the property of the State of New York and shall not be returned.

Bidders are responsible for the accuracy of their RFQ Submissions. All Bidders are directed to take extreme care in developing their RFQ Submission. Prior to submission, Bidders are cautioned to carefully review their RFQ responses.

5.2 SUBMISSION PACKAGING.

Each RFQ Submission should be packaged, sealed and submitted to the location stated below. A Bidder is solely responsible for timely delivery of its RFQ Submission prior to the stated deadline for submission.

Office of General Services
Procurement Services
38th Floor, Corning Tower, ESP
Albany, NY 12242

Attention: IT Procurement
[Bidder Name], Aggregate Hardware Buy 26-01

5.3 IMPORTANT BUILDING ACCESS PROCEDURES.

To access the Corning Tower, all visitors must check in by presenting photo identification at the Corning Tower Information Desk. Delays may occur due to a high volume of visitors. Visitors conducting Procurement Services business are encouraged to pre-register for building access by contacting the Procurement Services Receptionist at (518) 474-6262 or Customer Services (518) 474-6717 at least 24 hours prior to the visit. If no answer, leave a detailed phone message including the following information: reason for visit and/or delivering a bid, solicitation number, date and estimated time of delivery or visit, first and last name of visitor, and visitor's cell phone number. Visitor may email customer.services@ogs.ny.gov providing the same information. Visitors who are not pre-registered will be directed to a designated phone at the Corning Tower Information Desk, where they are to call the Procurement Services Receptionist (518) 474-6262 or Customer Services (518) 474-6717 for access. The visitor will be registered at that time. Bids are not allowed to be left at the Corning Tower Information Desk. Please note that delays may occur. Building access procedures may change or be modified at any time.

5.4 BID VALIDITY.

Quotes and pricing submitted in response to RFQ 26-01 must remain open and valid for at least 120 calendar days from the date that RFQ Submissions are due, unless the time for making an award is extended by mutual consent of OGS and the Bidder. Bidders are encouraged to keep their bids open beyond the 120 calendar day period due to the provisions in Section 8.22, Replacement Contractor.

Section 6. METHOD OF AWARD

OGS will separately evaluate and make awards for each Configuration. Bidders may bid one, some, or all Configurations. Awards will be made to the responsive and responsible Bidder(s) with the highest On-Line Reverse Auction Total Financial Score per Configuration, that meets all the specified technical requirements. The same Bidder can be awarded multiple Configurations.

6.1 EVALUATION PROCESS.

The relative weights of each part of the Proposal are as follows:

Technical Response (Attachment A – Technical Response, Attachment D – Issue Escalation Plan, and Manufacturer Information Page): Pass/Fail

On-Line Reverse Auction Total Financial Score: 100%

Financial Score is based on lowest cost, and **the points are weighed** as follows:

- Standard Configuration - 50 points
- Required Products – 50 points as follows:
 - Warranty/Services - 15 points
 - Components - 30 points
 - Peripherals - 5 points

The evaluation is a three-stage process as set forth below:

6.1.1 STAGE 1 ADMINISTRATIVE REVIEW

The submitted *Attachment A – Technical Response, Attachment D – Issue Escalation Plan*, and the *Manufacturer Information Page* (last page of this document) will be reviewed for completeness. The addition or deletion of worksheets, columns, unlocking the document, rewriting formulas, or similar alterations to any document is prohibited. OGS reserves the right to reject any RFQ Submission or portion(s) thereof determined to have been altered/modified by the Bidder from the original format. Failure to provide fully completed documents may result in rejection of the RFQ Submission without further review.

6.1.2 STAGE 2 TECHNICAL EVALUATION OF CONFIGURATION SUBMISSION

Bidder's response in *Attachment A – Technical Response* will be compared to the Specification Requirements for each Configuration's Standard Configuration and Required Products. All proposed SKUs in a Configuration must be on the Bidder's approved Manufacturer Umbrella Contract Lot 2 - Hardware price list for the Configuration to receive a complete Technical Evaluation. Any Configuration that contains a SKU that is not included on the Bidder's Manufacturer Umbrella Contract Lot 2 - Hardware price list or is otherwise incorrect or unacceptable may not proceed to the Financial Evaluation or award. For each Bidder, OGS will determine which submitted Configurations pass the Technical Evaluation. Those configurations will proceed to the Financial Evaluation On-Line Reverse Auction. OGS will provide *Attachment C – Financial Response* to each eligible Bidder to complete and submit for their Configurations that passed the Technical Review. OGS will provide the completed Attachment C to the Reverse Auctioneer for use in the On-Line Reverse Auction.

6.1.3 STAGE 3 FINANCIAL EVALUATION- On-Line Reverse Auction

6.1.3.1 Financial Evaluation On-Line Reverse Auction

The On-line Reverse Auction will consist of 14 separate auctions, to be conducted consecutively. The On-Line Reverse Auction will have a scheduled stop time and will resume the next business day if necessary. The following reflects the anticipated process for preparing and conducting the On-Line Reverse Auction:

1. Aggregate Hardware Buy 26-01 RFQ is released.
2. Contractors submit *Attachment C – Cost Response (baseline pricing)* to OGS.
3. OGS will submit to the Reverse Auction Vendor the baseline pricing for the Products that the Contractor offered in their *Attachment C – Cost Response*.
4. Reverse Auction Vendor configures placeholder bids using the responses in *Attachment C – Cost Response* to:

- ensure the systems are operating correctly;
- ensure every product is listed; and
- identify any potential anomalies that may necessitate a price realism analysis by OGS

5. Reverse Auction Vendor conducts mandatory on-line training with Contractors. The on-line training will include but is not limited to:

- Testing bidder interface
- Reviewing and discussing On-Line Reverse Auction event procedures
- Reviewing placeholder bids and other documentation
- Reasonably determining the Contractor understands the bidding process

Note: If a Contractor does not participate in the on-line mandatory training with the Reverse Auction Vendor, they will be subject to disqualification.

6. On-Line Reverse Auction event is held

During the On-Line Reverse Auction, Contractors will have the opportunity to reduce the itemized pricing and increase the discount percentages on all products offered in the Standard Configurations and Required Products on *Attachment C – Cost Response*. Pricing for each Standard Configuration and its Required Products will be evaluated separately. The Total Financial Points will be calculated through the On-Line Reverse Auction using information in *Attachment C – Cost Response* as follows: (Total Standard Configuration points) + (Total Required Products points for the three (3) Required Products).

As part of the On-Line Reverse Auction, a Contractor's Report created by Reverse Auction Vendor will only reference that particular Contractor's products. The awarded Contractor system will be configured such that throughout the On-Line Reverse Auction, the Contractors will be able to view their own bids as well as their ranking against other Contractors by individual configuration, but will not be advised of other Contractors' names, actual bid prices, or discounts. Reverse Auction Vendor will keep an event record, which will include the prices offered by the Contractors.

To the extent permitted by law, bid pricing shall be held confidential by Reverse Auction Vendor and OGS from the time of receipt of the *Attachment C – Cost Response* through the award and execution of the Agreement. Bid pricing must be submitted by, or under the direction of, an authorized representative of the Contractor.

The On-Line Reverse Auction for each Standard Configuration will have a scheduled stop time. The On-Line Reverse Auction may be extended if bids are received within a predetermined amount of time prior to the scheduled stop time. The On-Line Reverse Auction will conclude at either the scheduled stop time or at the time at which all extensions are completed, whichever is later.

BIDDERS RESPONSIBILITIES TO REVERSE AUCTION VENDOR

Eligible bidders will be required to execute an agreement with the Reverse Auction Vendor prior to participating in the On-Line Reverse Auction event. Once the Contractor has passed the technical review, OGS will provide the Reverse Auction Vendor's agreement with the *Attachment C - Cost Response*. The Agreement will contain

the total amount of the Flat Fee, a percentage of which the Contractor will be responsible to pay the Reverse Auction Vendor. In the agreement with the Reverse Auction Vendor, the Flat Fee is referred to as "the Transaction Fee). Contractor should review the Reverse Auction agreement before submitting their *Attachment C – Cost Response*.

The winning bidder for each Configuration as determined through the On-Line Reverse Auction will be responsible to pay its portion of the Flat Fee to the Reverse Auction Vendor fifteen days after being billed by the Reverse Auction Vendor. The awarded Manufacturer's proportionate share of the amount owed to the Reverse Auction Vendor will be calculated as follows: *Total Flat Fee divided by the total number of Configurations awarded through the On-Line Reverse Auction, times the number of Configurations awarded to the Manufacturer through the On-Line Reverse Auction, equals Manufacturer's proportionate share owed.*

The Reverse Auction Vendor shall be responsible for billing the awarded Contractor of each Configuration for the payment due. OGS may in its sole discretion address any disputes between the Reverse Auction Vendor and any

awarded Contractor regarding the payment of the Reverse Auction Vendor's fee, but OGS is under no obligation to do so.

OGS will require the awarded Manufacturer(s) to pay the Reverse Auction Vendor's Flat Fee, in full, in advance of the commencement of the Aggregate Hardware Buy 26-01 agreement(s). In the case of awards to multiple Manufacturers, responsibility for payment of the Auctioneer's total Flat Fee will be apportioned among such Manufacturers by the number of Standard Configurations awarded to each Manufacturer through the On-Line Reverse Auction.

BEST AND FINAL OFFER

For one, some, or all of the Standard Configurations, OGS may decide to request a best and final offer from a Contractor(s) in lieu of including the Standard Configuration in the On-Line Reverse Auction. In the case of a best and final offer being accepted by OGS, the Contractor will not have to pay the Reverse Auction Vendor for being awarded that Standard Configuration, as there will be no On-Line Reverse Auction held for that Standard Configuration. An award made through a best and final offer will not be considered as awarded to the Contractor through the On-Line Reverse Auction, and the winning bidder(s)'s share of the Reverse Auction Vendor's Total Flat Fee will be recalculated accordingly.

Section 7. EVALUATION COMPONENTS

All proposed SKUs for Products offered should be on the Contractor's approved Manufacturer Umbrella Contract price list **PRIOR** to the RFQ Submission due date for RFQ 26-01. OGS will prioritize any Contract modification requests related to this RFQ 26-01, provided that the Bidder indicates in their Contract modification request that the Products are intended for this RFQ 26-01. Bidders are requested to limit such Contract modification requests to only Products needed to respond to this RFQ. All pricing offered on *Attachment C - Financial Response* must be equal to or less than the pricing offered for that SKU on the Bidder's Manufacturer Umbrella Contract price list.

7.1 MANDATORY OFFERINGS

FOR EACH CONFIGURATION BID, BIDDERS MUST OFFER ALL COMPONENTS WITHIN THE STANDARD CONFIGURATION AND ALL REQUIRED PRODUCTS. Failure to complete all required fields in *Attachment A – Technical Response* or *Attachment C – Financial Response* may result in rejection of the RFQ Submission without further review.

7.1.1 STANDARD CONFIGURATIONS

Specifications can be found in *Attachment A - Technical Response*.

Bidder may bid on one, some, or all Standard Configurations. Bidder must offer all line-items identified within each Standard Configuration bid. Additional Products needed to complete the Standard Configuration may be itemized in Section A of *Attachment A - Technical Response*. Only items that have a mandatory specification will be evaluated in the Technical Evaluation; additional items needed to create the Standard Configuration listed in Section A of *Attachment A-Technical Response* will be reviewed only to determine if the items are included in the Bidder's Manufacturer Umbrella Contract price list. Any additional listed items that are not included in the Bidder's Manufacturer Umbrella Contract price list will be removed from the RFQ Submission.

Attachment A – Technical Response must include a Product description of any remote diagnosis and/or support service arrangements if offered/provided with the Product.

Bidders are encouraged to aggressively discount their pricing for the Standard Configurations. Bidders should provide a discount off the Net NYS Contract Price from the Manufacturer Umbrella Contract price list. Bidders shall provide itemized pricing on all Products offered in the Standard Configurations. Quoted pricing must not exceed the Net NYS Contract Price on the Bidder's Manufacturer's Umbrella Contract.

7.1.2 REQUIRED PRODUCTS.

For evaluation purposes, specific Products have been designated as Required Products. A Product from each Required Product category has been chosen by OGS to allow a reasonable comparison across bids for Required Products in each Configuration. All Required Products for each Configuration can be found in Section B of *Attachment A - Technical Response*. Required Product categories are defined below:

1. Warranty & Services includes Products such as multi-year Warranty, agency specific factory imaging, asset tagging, disk retention and accidental damage coverage.
2. Components include Products such as replacements or additional components to the Standard Configuration, e.g., CPU, additional memory, internal optical drives, and operating system. Component upgrades and downgrades may be executed by increment. When an upgrade is done by increment, it must be specified exactly how the upgrade will be provided. For example, if an upgrade to RAM from 8GB to 16GB is offered, please specify how the upgrade capacity is met, such as 1x16GB memory module or 2x8GB memory modules.
3. Peripherals include products such as a cable, external optical drive, docking station, wireless keyboard, and/or mouse.

The Net NYS Contract Price provided on *Attachment A – Technical Response* for a Required Product must represent the complete price of the Product. Recording the price of the Product as the difference in price from a line-item in the Standard Configuration will not be accepted.

For Required Products, Bidders must bid a discount percentage on the item that has been selected for each category (e.g., a 3-button mouse for Peripherals).

7.2 OPTIONAL PRODUCTS.

7.2.1 ADDITIONAL PRODUCTS.

At the time of bid submission, the Bidder may choose to include Additional Products under Section C of *Attachment A - Technical Response*. External displays/monitors may not be offered as an Additional Product for any Configuration.

Pricing for any Additional Products will *not* be factored into the evaluation, but submission of items for review at the time of bid will facilitate the availability of Additional Products for Authorized Users as part of a Configuration at time of award. All Additional Products proposed by a Bidder on *Attachment A – Technical Response* and *Attachment C – Financial Response* should be on the Bidder's Manufacturer Umbrella Contract price list prior to bid submission. OGS reserves the right to decline to include any proposed Additional Product if:

- The Additional Product is not included on Bidder's Manufacturer Umbrella Contract price list
- The Additional Product is deemed to be out of scope for the Configuration by OGS
- The Additional Product is deemed to require excess time or clarification during the evaluation of the proposal

7.3 DISCOUNTS OFFERED.

7.3.1 STANDARD CONFIGURATION DISCOUNT.

Bidders are encouraged to aggressively discount their pricing for the Standard Configurations. Bidders shall provide itemized pricing on all Products offered in the Standard Configurations. In no event may quoted pricing exceed the Net NYS Contract Price on the Manufacturer's Umbrella Contract price list. The awarded Standard Configuration price and its component prices will remain equal to the Agreement awarded price for the term of the Agreement(s) and any extensions, though Bidder may offer lower pricing at any time.

7.3.2 REQUIRED PRODUCTS DISCOUNT.

Bidders are required to provide discount percentages that will apply to each of the three (3) Required Products. The discount that is bid on the single Product shall apply to all Additional Products in the same Required Product

category, as described in Section 7.2.1, Additional Products. Bidders are encouraged to aggressively discount their pricing for their Required Products, as the pricing will be factored in the Total Financial Score. The discount percentages may be increased, but not decreased during the term of any resulting Agreement and any extensions.

7.3.3 USE OF DISCOUNTS IN THE FINANCIAL EVALUATION

Final prices, as calculated based on discounts, will be used to calculate the total On-Line Reverse Auction Total Financial score.

7.3.4 DEBRIEFING.

Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful bidder may request a debriefing regarding the reasons that the bid submitted by the bidder was not selected for award in whole or in part. Requests for a debriefing must be made within fifteen (15) calendar days of notification by OGS that the bid submitted by the bidder was not selected for award. Requests must be submitted in writing to a designated contact identified in the RFQ.

7.4 DISPUTE RESOLUTION.

Should a Bidder wish to file a dispute regarding this RFQ 26-01, the dispute will be considered and decided by OGS in accordance with Section 64(II)(B) of Appendix B to the Bidder's Manufacturer Umbrella Contract.

Section 8. TERMS AND CONDITIONS

8.1 GENERAL.

The terms and conditions of the Bidder's Manufacturer Umbrella Contract, including any Amendments and the additional terms and conditions set forth in this RFQ 26-01, Section 8, Terms and Conditions govern any resulting award under RFQ 26-01.

8.2 PRICING.

The awarded Configuration price lists, which will be included as *Attachment 1 – Pricing Pages* to any resulting Agreement, will be posted on the OGS Procurement Services website. Only Products listed on the *Attachment 1 – Pricing Pages* shall be sold under the Agreement. The Agreement shall use a fixed price pricing model for the term of the Agreement. Aggregate pricing cannot, under any circumstances, exceed the Bidder's Manufacturer Umbrella Contract, Section 2.5, Glossary, "Not-to-Exceed (NTE) Price".

8.2.1 PRICING FORMATS

MONETARY VALUES.

All monetary values shall be in U.S. Dollar amounts and will be two decimal places (for example: \$1.12).

DISCOUNT PERCENTAGE VALUES.

All Discount percentage values shall not exceed two decimal places (for example: 20.25222% shall be rounded to nearest one hundredth 20.25%). OGS will round any discount percentage to the nearest hundredth if necessary. A Discount Percentage value cannot be expressed as a range (for example: 10%-20%, or "varies").

8.2.2 Economic Price Adjustment (EPA) using Producer Price Index (PPI)

The Aggregate Price shall be firm for the term of the Aggregate Buy 26-01, with the following exception: Contractor may request a 6-month Economic Price Adjustment (EPA) to their fixed Aggregate Price for PC Standard Configurations using the Producer Price Index (PPI) published by the U.S. Bureau of Labor Statistics (see Section 8.2.3). Approved EPAs will take effect 6 months following the RFQ26-01 award start date (date of OSC approval). Adjusted Aggregate Pricing shall not be applied retroactively to existing purchase orders or quotes submitted to an Authorized User prior to OGS approval of the EPA.

Contractor shall initiate an EPA request by submitting a completed Appendix 3 – Pricing Modification Form with an electronic copy of the PPI indices used and proposed updated Agg Price List to OGS for review and approval. Contractor's request for an EPA must be sent to OGS within the 30 calendar days before the 6-month anniversary of the award start date, and no later than 15 calendar days after the 6-month anniversary of the award start date, or the Contractor shall have waived its right to an upward price adjustment for that EPA period.

Contractor must receive written approval from OGS prior to issuing adjusted Agg Pricing to Authorized Users or posting to the Contractor's dedicated New York State website. EPAs will not be approved for any Contractor who has outstanding Sales Reports, Proof of Insurance, or any other documentation that is required under the Contract or Agreement resulting from RFQ 26-01. The State reserves the right to request copies of existing contracts or pricelists to ensure that the prices offered to the State are reasonable and commensurate with similar purchasers. In connection with any pricelist update, OGS reserves the right to:

- Request additional information
- Reject updates
- Remove titles from Agg pricelist updates
- Request additional discounts.

8.2.3 Producer Price Index (PPI)

Producer Price Index (PPI), is the originally released index, not seasonally adjusted, published by the Bureau of Labor Statistics, U.S. Department of Labor (USDOL) for:

- Product code **PCU33413341** found under Table Computer and Peripheral Equipment Manufacturing for all PC Standard Configurations
- Product code **PCU 334118334118** found under Table Computer Terminal and Other Computer Peripheral Equipment Manufacturing for all Unbundled Display Standard Configurations

During the term of the Aggregate Agreement, the base Agg Price may be adjusted once, upward or downward, during each 6-month period. No upward price adjustment will be allowed unless the percentage change in the PPI is at least 1.5% percent. If an upward adjustment is applicable, a maximum of the (Base Agg Price + PPI Percentage Change), or (Contractor's Manufacturer's NYS Not-to-Exceed Contract Price – 1%) shall apply.

Any price adjustment for the product code shall be based upon the percentage change in the PPI released in the month prior to the initial month of the Agg award date (base PPI index) and the PPI released 6 months later (updated PPI index).

If the PPI is not available for the month of the base index or the updated index, the month with the most recently published PPI prior to the month determining the base index or updated index shall be used.

If a product code is discontinued, OGS will substitute a similar product code. If USDOL designates an index with a new title and/or code number as continuous with the product codes specified above, the new index shall be used.

Alternatively, OGS in its written notice shall unilaterally exercise the option to adjust the base Agg Price downward when the updated index indicates percentage change less than -1.5%.

Price adjustments shall be effective upon OGS written approval of a Contractor's pricing modification request and posting of the adjusted Aggregate Price List. Economic Price Adjustments do not require a formal Amendment to the Aggregate Agreement.

8.2.4 Applying the Producer Price Index (PPI)

To apply the PPI, determine the index point change between the base PPI index (PPI released in the month prior to the initial month of the Agg award date) and the updated PPI index (PPI released 6 months after the base index). Then use the index point change to calculate the PPI percentage change between the same two indices. This PPI percentage change (increase or decrease) is then applied to the base Aggregate pricing to determine the adjusted Agg Price. Adjusted Agg pricing may not exceed the Contractor's Manufacturer Contract NYS Contract Pricing. The following example illustrates the computation from base Agg Price to adjusted Agg Price:

- *Base Agg Price = \$1,050.00*
- *base PPI index (month prior to award start date) 225.000*
- *updated PPI index (6-months after base PPI) 230.000*
- *Calculate index point change (updated PPI - base PPI = 5.000)*
- *Calculate PPI Percentage Change ((index point change / base PPI) X 100) = 2.2%*
- *Calculate Adjusted Agg Price (Base Agg Price X (1+PPI Percentage Change)) = \$1,050.00 X 1.022*
- ***Adjusted Agg Price = \$1,073.10*** *(adjust if exceeds Contract NTE price)*

Adjustments are not cumulative. EPAs are limited to the Aggregate price in effect (including any prior approved adjustments) at the then-current EPA period only. In no instance shall the Aggregate Price exceed the OGS Manufacturer Contract NYS Contract Price. Price adjustments that would result in an Aggregate Price that exceeds the Contractor's Manufacturer Contract NYS Contract Price will be capped at 1% less than the Contractor's Manufacturer Contract NYS NTE Contract Price (after applying applicable Contract discounts or reductions).

8.3 RESULTING AGREEMENT DOCUMENTS/ORDER OF PRECEDENCE.

Any resulting Aggregate Hardware Buy 26-01 Agreement will be comprised of the following documents. Any conflicts or inconsistencies among such documents shall be resolved by giving precedence to the documents in the following order:

1. Aggregate Hardware Buy 26-01 Agreement TERMS AND CONDITIONS
2. Attachment B – Bidder Questions and Comments, with OGS responses
3. Attachment 1 - Pricing Pages, which consists of the price list for each awarded Configuration as approved by OGS from time to time during the term of the resulting Agreement
4. Attachment 2 - Issue Escalation Plan
5. Attachment 3 - Sales Report Form
6. Attachment 4 - Agreement Price List Modification Procedures
7. Attachment 5 – Pricing Modification Form
8. Attachment 6 - How to Use. OGS reserves the right to unilaterally make revisions, changes and/or updates to this attachment without processing a formal amendment and/or modification to the resulting Agreement
9. Attachment 7 - Contractor Information
10. RFQ 26-01 Request for Quote 26-01, Aggregate Hardware Buy
 - RFQ 26-01 Aggregate Hardware Buy
 - Attachment A – Technical Response
 - Attachment B – Bidder Questions and Comments
 - Attachment C – Financial Response
 - Attachment D – Issue Escalation Plan
 - Appendix 1 – Sales Report Form
 - Appendix 2 – Agreement Price List Modification Procedures
 - Appendix 3 – Pricing Modification Form
 - Appendix 4 – How to Prepare a Successful Quote
 - Appendix 5 – Aggregate Hardware Buy - Delayed Delivery Report
 - Appendix 6 – Responses to Inquiries Released

8.4 COMMENCEMENT OF SALES.

A resultant Contractor can commence sales from their resulting Agreement(s) only upon OGS acceptance and posting of the Agreement and awarded Configurations with the resultant Contractor's contact information on the OGS website.

8.5 ESTIMATED SPEND AND QUANTITY.

The estimated dollar value of the aggregated award of the 14 Standard Configurations in this RFQ 26-01, based on historical purchases under previous awards, is approximately \$50 million. The Agreements resulting from this RFQ will be Indefinite Delivery, Indefinite Quantity (IDIQ) awards. Numerous factors could cause the actual volume of Product purchased to vary substantially from the above estimate. Such factors include, but are not limited to, the following:

- There is no guarantee of volume to be purchased
- There is no guarantee of dollar value to be purchased
- There is no guarantee that demand will continue in any manner consistent with previous purchases or the above estimates

In OGS' experience, depending on the price of a particular item, the actual volume of purchases for that item could be substantially in excess of, or substantially below, estimated volumes. Specifically, if Agreement pricing is lower than anticipated or historical pricing, actual quantities purchased could be substantially greater than the estimates; conversely, if Agreement pricing is higher than anticipated or historical pricing, actual quantities purchased could be substantially lower than the estimates. By submitting a Quote, Bidder acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of any resulting Agreement could vary substantially from the estimates provided above. Bidder must furnish all quantities actually ordered by Authorized Users at or below the prices in the Aggregate Hardware Buy 26-01 Agreement.

8.6 PARTICIPATION IN ONLINE NYS MARKETPLACE.

Bidders that are awarded a Configuration under the Agreement should provide a "hosted" or "punch-out" catalog that is available to Authorized Users via an online NYS marketplace, should one become available for technology products in the future.

8.7 CONTRACTOR WEBSITE.

If an awarded Bidder maintains its own dedicated Agreement website, they are restricted to showing literature only directed toward the models currently on the approved OGS Aggregate Hardware Buy 26-01 Agreement. The website shall not have a web-based ordering system with the capability of receiving orders from Authorized Users. The website may provide a "hosted" or "punch-out" catalog that is available to Authorized Users via an online NYS marketplace. Each resultant Contractor's website link will be listed under the Aggregate Agreement Contractor information posted on the OGS website. The website will be the responsibility of the resultant Contractor to maintain and keep updated. This website must remain accurate and available throughout the duration of any resulting Agreement. Determination of compliance will be at the sole discretion of OGS. The State reserves the right to request demonstrations of the resultant Contractor's website. The only offerings allowed within the on-line configurator will be those within the OGS approved Configuration requirements (Standard Configuration, Required Products and Additional Products) for the Agreement. Website shall comply with Manufacturer Umbrella Contract section titled Accessibility of Web Based Information and Applications Policy Language.

Any conflicts between items on the OGS Aggregate price lists and the Contractor's dedicated website shall be resolved in favor of the OGS Aggregate price lists posted at the time of sale. Any conflicts between prices on the OGS Aggregate price lists and the Contractor's dedicated website shall be resolved in favor of the best pricing for the Authorized User at the time of sale. Repeated conflicts between the two sources may, at OGS' discretion, lead to the revoking of the Contractor's dedicated website.

8.8 PARTICIPATION IN AGGREGATE BUY AGREEMENT

Any resulting Agreement pricing may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting State) and the resultant Contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resulting Agreement if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions. In the event that any resulting Agreement is so extended, such other authorized entities shall be solely responsible for liability and performance under any resulting Agreement and resultant Contractor agrees to hold them solely responsible for such liability and performance.

8.8.1 SUPPLY SHORTAGE PRIORITIZATION

In the event of a supply shortage, a resultant Contractor must make all reasonable efforts to prioritize orders placed under the originating Agreement for New York State Authorized Users, over any orders made by extension of any resulting Agreement to customers outside of New York State Authorized Users. In addition, in the event

that the resultant Contractor believes it necessary to prioritize orders made by extension of any resulting Agreement, over orders placed under any resulting originating Agreement, the resultant Contractor must contact OGS for approval prior to fulfilling such orders.

8.9 TERM FOR AGGREGATE HARDWARE BUY 26-01 AGREEMENT.

The term of any resulting Agreement shall be one (1) year. The term shall not commence until OGS signs the Agreement, the Office of the State Comptroller (OSC) gives approval, and the final executed documents are posted to the OGS Procurement Services website.

8.9.1 SHORT TERM EXTENSION.

OGS reserves the right to seek an additional short-term extension for the Agreement in accordance with Manufacturer Umbrella Contract, Section 2.18, Short Term Extension:

In the event a replacement Agreement has not been issued, any Agreement let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to three (3) months upon notice to the resultant Contractor with the same terms and conditions as the original Agreement including, but not limited to, prices and delivery requirements. With the concurrence of the resultant Contractor, the extension may be for a period of up to six (6) months in lieu of three (3) months. However, this extension terminates should the replacement Agreement be issued in the interim.

8.10 RESELLER PARTICIPATION UNDER AGGREGATE AGREEMENT.

Resellers are permitted to be used in the fulfillment of orders under any resulting Agreement. Resultant Contractors must receive payment from Authorized Users directly and must invoice Authorized Users directly. **OGS approved Resellers and Sales Agents are not authorized to receive Purchase Orders from Authorized Users or to invoice Authorized Users.** Resultant Contractors remain wholly and solely responsible for the actions of the Resellers acting on their behalf as part of the Aggregate Buy, as well as the performance of all Products, and conformity with the Manufacturer Umbrella Contract and any Agreement resulting from this RFQ. All services provided by the Resellers must be billed and invoiced through the Resultant Contractor and fall within the scope of the Agreement.

8.10.1 PERMISSIBLE USE OF RESELLERS.

Authorized Resellers are allowed to be utilized for the following purposes, including but not limited to:

- The fulfillment of orders;
- Coordination of deliveries;
- Installation of Products purchased under any resulting Aggregate Agreement; or
- Other functions that fall within the scope of the purchase by the Authorized User.

8.11 AGREEMENT PRICE LIST MODIFICATION.

The Resultant Contractor is authorized to provide the Standard Configuration(s), Required Products, and Additional Products initially awarded in the Agreement at the Aggregate price for the Agreement. Products included under the Agreement can be modified through the processes described in *RFQ 26-01, Appendix 2 – Agreement Price List Modification Procedures* utilizing both the Agreement Modification Form (last page of *RFQ 26-01, Appendix 2 – Agreement Price List Modification Procedures*) and *RFQ 26-01, Appendix 3 - Pricing Modification Form*.

In order to expedite processing of an Agreement modification, only one Agreement modification request can be submitted at a time. Additional requests may be submitted once previously submitted requests have been approved. The Contractor must request the most current approved *Appendix 3 – Pricing Modification Form* from the OGS Aggregate Buy Contract Manager in order to begin the modification process. This will help to ensure there will not be an overlap or discrepancy with the approved Configuration price list. The applicable Configuration must be specified in the request.

The Resultant Contractor shall submit the Product and price information for the Agreement modification electronically via email as described in *RFQ 26-01, Appendix 2 – Agreement Price List Modification Procedures* and *RFQ 26-01, Appendix 3 – Pricing Modification Form* (and in hardcopy if requested by OGS) to:

OGS.sm.PS.AggregateBuy@ogs.ny.gov

Subject Line: **Aggregate Hardware Buy 26-01 – [Bidder Name] Modification**

8.12 TYPES OF AGREEMENT MODIFICATIONS.

Agreement modifications may include the following:

- Lowering pricing of Products;
- Adding Additional Products;
- Deleting Products from the Additional Products category;
- Replacement of Products; and
- Replacement Model for Standard Configuration.

8.12.1 LOWERING PRICING OF PRODUCTS.

All Product pricing on the Agreement price list can be lowered at any time throughout the term of any resulting Agreement and any extensions.

Agreement pricing for a Product can be lowered without lowering the Product price on the Bidder's Manufacturer Umbrella price list. If Product pricing on the Bidder's Manufacturer Umbrella price list decreases, a modification must be made to the Agreement price list to reflect the price decreases.

To lower the price for a component in the Standard Configuration, the new Product pricing must be indicated in the Proposed Aggregate Agreement Price column on the *RFQ 26-01, Appendix 3 – Pricing Modification Form*. The proposed lower price will become the new Agreement price for the component upon OGS approval.

To lower the price of a Required Product or Additional Product, the new Product pricing must be indicated in the Proposed Aggregate Agreement Price column on the *RFQ 26-01, Appendix 3 – Pricing Modification Form*. The proposed lower price minus the percentage discount will become the new Agreement price for the Required Product or Additional Product upon OGS approval.

8.12.2 ADDING ADDITIONAL PRODUCTS.

Once a Product has been successfully added to the Contractor's OGS-approved Manufacturer Umbrella Contract price list, the same Product can then be submitted for an add request under the Agreement. The new Additional Product price, as entered in the Proposed Aggregate Agreement Price column on the *RFQ 26-01, Appendix 3 – Pricing Modification Form*, must be equal to or less than the Net NYS Contract price for the Product as listed on the Bidder's Manufacturer Umbrella Contract price list. The discount percentage described in 7.2.5, Additional Products, will be applied to the proposed Additional Product price resulting in the Agreement price for the Additional Product.

8.12.3 DELETING PRODUCTS FROM THE ADDITIONAL PRODUCTS CATEGORY.

Additional Products can only be removed from the Agreement if the Products are shown to OGS' satisfaction to be incompatible with the Standard Configuration, unavailable, or at End of Life (EOL). Contractor must submit notice and the reason an Additional Product is being removed from the Agreement no less than 60 calendar days before the Additional Product becomes unavailable or EOL. An Additional Product purchased prior to incompatibility, unavailability, or EOL must remain under warranty or be replaced at no additional charge to the Authorized User.

8.12.4 REPLACEMENT OF PRODUCTS.

Replacements are defined as substitute Products which take the place of a previously awarded Product included in the Standard Configurations and/or Required Products, due to the awarded Product becoming incompatible with the Standard Configuration, unavailable or at Product EOL.

If a Product in the awarded Standard Configuration and/or Required Products becomes incompatible with the Standard Configuration, unavailable, or EOL, a replacement Product of an equal or greater specification than the original Product must be submitted for OGS review and approval. The replacement Product must be offered on the Agreement price list at the same or lower Agreement pricing as the original Product. Replacement components must be compatible with Agreement peripherals, or the Contractor will be responsible for replacement of both the component and the peripheral. OGS will be solely responsible for determining if the replacement Product meets or exceeds the original Product offered in the Standard Configuration and/or Required Products.

Contractor must submit notice and the reason for the Replacement no less than 60 calendar days before the Product becomes unavailable or EOL. Products purchased prior to replacement of that Product must remain under warranty or be replaced at no additional charge to the Authorized User.

8.12.5 REPLACEMENT MODEL FOR STANDARD CONFIGURATION.

If an entire Standard Configuration becomes unavailable or EOL, a replacement Standard Configuration that meets or exceeds the specifications of the original offered Standard Configuration in each of the component areas listed on *Attachment 1 – Pricing Pages* must be submitted for OGS review and approval.

The Contractor must submit notification of the modification no less than **60** calendar days before the Standard Configuration model becomes unavailable or EOL. All Standard Configurations purchased prior to the replacement of that Standard Configuration must remain under warranty or be replaced at no additional charge to the Authorized User.

In addition, the Contractor must submit a replacement Standard Configuration with specifications that meet or exceed the specifications of the original Standard Configuration model for OGS review no less than **30** calendar days before the original Standard Configuration model becomes unavailable or EOL. The replacement Standard Configuration price shall not exceed the original Standard Configuration price; provided, however, if the replacement Standard Configuration costs less than the original Standard Configuration, the price shall be reduced to the lower cost. OGS will be solely responsible for determining if the replacement Standard Configuration meets or exceeds the original Standard Configuration.

During the term of the Agreement, should the Contractor fail to provide timely notice of unavailable or EOL Standard Configuration(s), or fail to provide timely submission of a replacement Standard Configuration with specifications that meet or exceed the specifications of the original Configuration, OGS reserves the right to award the Configuration to the Bidder with the next lowest bid from RFQ 26-01 for that Configuration that is willing to accept the Configuration award without rebidding. Under no circumstances will the new awardee be permitted to increase its component pricing for the Standard Configuration components or Required Products or decrease the percentage discounts on Required Product categories that were originally Bid. Should the Standard Configuration bid at the time of RFQ 26-01 be obsolete or unavailable, a substitute Standard Configuration with specifications that meet or exceed the specifications of the original offered Standard Configuration may be proposed.

8.13 INVOICING.

All invoices shall at a minimum, include the items listed below and any additional information identified in the Authorized User Purchase Order and any resulting Authorized User Agreement:

- Manufacturer Umbrella Contract Number: PMXXXXXX
- RFQ Number: 26-01
- RFQ Title: Aggregate Hardware Buy 26-01
- Contractor Name
- NYS Vendor ID
- Manufacturer Part Number (SKU)

- Product Name
- Product Description
- Quantity
- Aggregate Buy Price for each Product SKU
- Specific designation of special price(s) which may be better than the Agreement price
- Invoice Total
- Standard Configuration Name

Agreement prices are Not-To-Exceed. Off-Contract sales are prohibited.

8.14 PRODUCT DELIVERY.

The Contractor shall deliver the units ordered by an Authorized User within 45 calendar days of receipt of a Purchase Order, approved by OSC if applicable, unless either the Authorized User or OGS grants an extension of time as provided below.

If upon receipt of a Purchase Order, the Contractor determines it cannot meet the 45-calendar day delivery period, the Contractor must submit a written request to the Authorized User to extend the required Product delivery period as per the terms of Appendix B, Section 48. The Authorized User shall respond in writing to the Contractor either declining the request or specifying the revised delivery period.

The product delivery period shall start at the time of receipt of a Purchase Order and shall conclude with delivery to the Authorized User. This timeframe shall include all work to be done by a Contractor and/or its Resellers.

The Contractor must provide a Purchase Order receipt notification to the Authorized User within five (5) calendar days of receipt of a Purchase Order. An Advanced Shipping Notice must be provided to Authorized Users upon request fourteen (14) calendar days prior to delivery. Such notification must include Purchase Order number, quantity, itemized SKUs, description, price, purchase date, received date, and warranty start date. The Contractor shall notify the Authorized User of any delays and be the main point of contact for all communications, even if using a Reseller to fulfill the order. Contractor shall submit a monthly report to OGS of any delays in delivery by using *Appendix 5 – Aggregate Hardware Buy - Delayed Delivery Report*. If OGS becomes aware of multiple incidents of delays in delivery, OGS reserves the right to enforce any of the remedies available to us through the terms of this Agreement, including our rights to terminate the Agreement in whole or in part, and award to another contractor as per the terms of Section 8.22 Replacement Contractor.

8.15 ISSUE ESCALATION PLAN.

Bidder shall submit an Issue Escalation Plan. Space has been provided in *Attachment D – Issue Escalation Plan* for entry of the plan and additional information may be provided in a separate, unlocked Microsoft Word document. Please use the *Attachment D - Issue Escalation Plan* to provide the necessary points of contact for each type of issue listed.

As a condition of award, OGS may require the tentative awardee(s) to modify the “Issue Escalation Plan” document(s) submitted with the Bids, as needed, to adhere to the terms and conditions of any resulting Agreement or as otherwise determined by OGS. OGS may also require this plan to be modified at any time during the term of the resulting Agreement. The approved Issue Escalation Plan shall become a part of the resulting Agreement and must be kept current during the term of the resulting Agreement.

8.16 DISPUTES OR CONTROVERSIES OCCURRING DURING THE TERM OF THE AGGREGATE AGREEMENT – CONTRACTOR AND OGS

Disputes between the Contractor and OGS regarding the Aggregate Hardware Buy 26-01 Agreement will be handled pursuant to Manufacturer Umbrella Contract, Appendix B, sections 64(II)(A) and 64(II)(B). Informal disputes between other Authorized Users and the Contractor will be handled under the Manufacturer Umbrella Contract, Appendix B sections 64(II)(A), and formal disputes between other Authorized Users and Contractor shall be handled under the Authorized User’s dispute procedures.

8.17 IMAGING / LOADING SERVICES.

The Bidder is responsible for adding a SKU for Authorized User specific standard software imaging under Additional Products on *Attachment A – Technical Response* if it is not already included as part of the Standard Configuration or its Required Products. Resultant Contractors are therefore required to install 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 customized factory imaging, the Contractor shall provide a test unit with the customized image within five (5) business days of receiving the Authorized User's image. The Contractor must deliver the remainder of the imaged units ordered by the Authorized User, within 30 calendar days from the date of Authorized User's written approval of the test unit. Notwithstanding the foregoing in this clause, the delivery date shall not be required to be less than 45 days from date of Purchase Order.

8.18 AGGREGATE HARDWARE BUY 26-01 AGREEMENT - CUSTOMER SERVICE REQUIREMENT.

The Contractor shall provide a sufficient number of customer service employees who are knowledgeable and can effectively respond to any Authorized User issues related to any resulting Agreement. Inquiries shall be responded to within twenty-four (24) hours.

The Contractor shall ensure that their sales staff sell only approved Agreement Products to Authorized Users at the current Agreement 26-01 price. The Contractor shall make all sales staff aware of this responsibility. Sales staff shall not quote or sell Products not available on the approved Agreement price lists. Products must be added to the approved Agreement price lists via the *Appendix 2 – Agreement Price List Modification Procedures*.

8.19 SALES REPORTING AND FISCAL AUDITS.

8.19.1 SALES REPORTING.

The Contractor shall provide OGS with accurate and timely sales reports containing detailed information of all purchases by all Authorized Users made pursuant to the Agreement.

Sales Reports for the Agreement must be submitted electronically in Microsoft Excel format (unprotected) utilizing all tabs of Appendix 1 – Sales Report Form to:

OGS.sm.PS.AggregateBuy@ogs.ny.gov
Subject Line: Aggregate Hardware Buy – RFQ 26-01 - Sales Report

Sales under the Agreement must also be submitted in accordance with Section 2.23 of the Manufacturer Umbrella Contract, using Appendix 1 – Sales Report Form.

The Aggregate Hardware Sales report must be submitted separately from the Bidder's Manufacturers Umbrella Contract sales report.

Aggregate Hardware Sales reports are due one month directly following the end of each quarter. The quarters for each sales report are as follows: January - March; April - June; July - September; October - December. Sales report submissions are due: April, July, October, January.

During the term of the Agreement, OGS reserves the right to amend Aggregate Hardware Buy - Sales Report template or to require sales to be reported in a different format. Further, OGS may require additional related sales information and/or detailed Authorized User purchases to be supplied upon request.

All fields of information shall be accurate and complete. Failure to submit accurate reports on a timely basis may result in termination of the Bidder's Aggregate Buy Agreement in whole or in part and activation of Section 8.22, Replacement Contractor.

If requested by OGS, Contractor shall provide backup documentation of all quarterly sales reports to support a sales and fiscal audit. These records will be made available on request, no more than 15 business days after request, in a searchable electronic format as specified by OGS.

8.19.2 FISCAL AUDITS.

OGS reserves the right to audit the accuracy of the sales reports collected under Award 22802. Audits shall be conducted during regular business hours, upon not less than 15 business days prior written notice. Repeated errors on subsequent audits may result in a responsibility hearing in relation to Bidder's Manufacturer Umbrella Contract and may lead to termination of any resulting Agreement in whole or in part, after which OGS reserves the right to award to another Bidder as per the terms of Section 8.22 Replacement Contractor.

In addition, OGS reserves the right to review sales reports and other such documentation for accuracy of all required reporting documents for both NYS Authorized Users and other parties using any resulting Agreement.

8.20 EPEAT REQUIREMENTS.

All products provided under any resulting Agreement are required to have achieved a minimum certification of EPEAT Gold at the time of award. EPEAT is an ecolabel designed to help large volume purchasers evaluate, compare, and select electronic products based upon their environmental attributes as specified in the consensus-based IEEE Standard for the Environmental Assessment of Personal Computer Products (IEEE 1680.1).

Contractor is required to provide quarterly reporting on the number of EPEAT registered products purchased under any resulting Agreement. The report is part of the sales report. For each base unit sold, EPEAT Registration Status (i.e. Bronze, Silver, Gold or Unregistered) must be provided. The information must be reported in aggregate in a matrix providing the following data: Desktop, Notebook, Display Unit.

The database of all products that currently meet EPEAT criteria are viewable at www.greenelectronicscouncil.org.

8.21 EXPORT ADMINISTRATION REGULATIONS RESTRICTED BUSINESS ENTITIES.

OGS will not accept a bidder price list that contains Products made by an entity on any of the lists maintained by the US Customs and Border Patrol (see link):

<https://www.cbp.gov/trade/programs-administration/forced-labor/withhold-release-orders-and-findings>

If Contractor cannot offer a Product because either the Contractor or a supplier to the Contractor is listed on any of these lists, the Contractor must remove the Product from the bid or the Agreement price list. Additionally, for any order that cannot be fulfilled as a result of such listing, the Authorized User, at their discretion, may either terminate the order or allow Contractor to fulfill the order with a replacement product that either meets or exceeds the applicable Product Specifications. The replacement Product must be added to the Agreement price list via *Appendix 3 - Pricing Modification Form*.

8.22 REPLACEMENT CONTRACTOR.

In the event that OGS terminates any resulting Agreement or any awarded Configuration resulting from such Agreement, OGS reserves the right to then make an award to the Bidder with the next highest Total Financial Score from RFQ 26-01 that is willing to accept an Agreement or Configuration award without rebidding. Under no circumstances will the new awardee be permitted to increase its component prices for Standard Configurations, the prices of the Required Products or decrease the percentage discounts on Additional Products that were originally bid.

8.23 ADVERTISING.

Bidder is reminded of the requirements set forth in the Manufacturer Umbrella Contract, *Appendix B, Section 13, Contract Publicity*, incorporated as part of the Contract, that any press or media releases, advertisements, or promotional literature, regardless of the medium, referring to a Bidder must be reviewed and approved by OGS prior to issuance. The New York State of Opportunity registered trademark or the State coat of arms cannot be used, for any purpose, without prior approval from the State.

8.24 INSTRUCTION MANUALS AND ASSOCIATED DOCUMENTATION.

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

8.25 MWBE GOALS AND REPORTING.

The Contractor is reminded of their responsibility under the Manufacturer Umbrella Contract, Section 2.68, Contractor Requirements and Procedures for Participation By New York State Certified Minority- And Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women. For reporting purposes, Contractor must accurately track and report the effort of the minority or women owned businesses performing such duties as would be covered under the scope of any resulting Agreement.

8.26 WARRANTY

The following terms and conditions shall apply to all warranties offered under this RFQ:

- If a unit becomes inoperable within the warranty window and cannot be repaired, a brand new unit shall be provided at no charge. Contractor shall not provide refurbished or remanufactured equipment as they are not allowed under this Aggregate Hardware Buy 26-01. The data from the unit being replaced shall be transferred to a new replacement unit at no charge in the event that the data is accessible and non-corrupted. The data storage device or, if not removable, the entire unit, must remain in the custody and ownership of the Authorized User after the Contractor has completed the repair or replacement of the unit.
- Connections to the Authorized User's networks must be performed in a manner prescribed by an Authorized User to preserve the integrity of the Authorized User's network, confidentiality and integrity of information transmitted over that Authorized User's network, and the availability of the network. Access for remote diagnosis must be approved and supervised by the Authorized User's technical representative for each specific incident. Bidder should review NYS ITS Technology Standard NYS-S14-010, Remote Access.
- Manufacturer must offer comprehensive software support for OEM devices and peripherals for 48 months from the release date of the device. Software support includes driver and utility software support for Windows 11 (or successor product) for any build serviced by Microsoft.

8.26.1 DOCKING STATION WARRANTY

The Bidder is responsible for providing a warranty SKU(s) for docking stations listed as a Required Product or Additional Product on the price lists. The warranty SKU(s) must fully cover hardware, software, and drivers. The warranty SKU(s) for docking stations must provide complete support, including break/fix, for all compatible operating systems.

8.26.2 ADDITIONAL PRODUCT WARRANTIES

The Bidder is responsible for adding SKUs for additional warranty year options (e.g. 3 year, 4 year, 5 year) under Additional Products on *Attachment A – Technical Response*.

Section 9. OGS RESERVED RIGHTS

OGS reserves the right to:

1. Reject any or all RFQ Submissions received in response to the RFQ;
2. Withdraw the RFQ any time, in whole or in part, in its sole discretion;
3. Award all, any number, or none of the 14 Product Configurations;
4. Disqualify any Bidder whose Quote fails to conform to the requirements of the RFQ;
5. Seek clarifications and revisions of the RFQ Submission;
6. Prior to the RFQ Submission Date for *Attachment C – Financial Response*, amend the RFQ to correct errors or oversights, or to supply additional information, as it becomes available;
7. Prior to RFQ Submission Date for *Attachment C – Financial Response*, direct Bidders to submit RFQ response modifications addressing subsequent amendments;
8. Change any of the schedule dates with notification via email to all applicable Manufacturer Umbrella Contractors;
9. Eliminate any mandatory, non-material specifications that cannot be complied with by all or the majority of the prospective Bidders;
10. Waive any requirements that are not material;
11. Negotiate with a Bidder responding to this RFQ within the RFQ requirements to serve the best interests of the State. This includes requesting clarifications of any part or all of Bidder's RFQ Submission;
12. 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 a Bidder's RFQ Submission and/or to determine a Bidder's compliance with the requirements of the RFQ;
13. Require a Bidder to complete any missing information required by *Attachment A – Technical Response* and *Attachment C – Financial Response*.
14. Unilaterally make non-material revisions, changes and/or updates to any templates and/or Attachments to the Aggregate Hardware Buy 26-01 Agreement without processing a formal amendment and/or modification;
15. The State reserves the right to exclude any price lists or individual Products and services that do not fall within the scope of the RFQ, or are otherwise not allowed;
16. Upon discovery of non-material completeness or conformance issues with a Bidder's RFQ Submission, contact the Bidder to attempt to cure the issue prior to completion of the evaluation of the Bidder's RFQ Submission;
17. Reject any Bid containing proposed prices that are unrealistically low as determined by OGS;
18. Modify the Products identified in *Attachment A – Technical Response* prior to the prequalified Bidders' submittal of *Attachment C – Financial Response*.
19. Modify a specification within the Standard Configuration or Required Product categories in *Attachment A – Technical Response* or *Attachment C – Financial Response* prior to the Financial Evaluation, upon written notice to Contractors that have submitted a quote.
20. Terminate an Agreement under this RFQ, in whole or in part, for Contractor's repeated failure to comply with any requirement under the Agreement.

MANUFACTURER INFORMATION PAGE

RFQ 26-01 Aggregate Hardware Buy 26-01

This Page is to be Completed By the Bidder Responding to the RFQ

The RFQ Submission must be fully and properly executed by a person authorized to legally bind the Bidder. 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 RFQ (including any Questions/Answers or addenda), the OGS Centralized Contract and that all information provided is complete, true and accurate.

Contract #	Bidder Name	
Bidder Signature:	Date:	Phone Number:
		E-Mail:
Printed or Typed Name:	Title:	
<i>If you are not providing a RFQ Submission, place an "x" in the box, please explain why you are not responding, and return this page only.</i> ☐ WE ARE UNABLE TO RESPOND AT THIS TIME BECAUSE:		