

Attachment 6 – How to Use - Aggregate Hardware Buy Agreement 26-01

This document provides Authorized Users with instructions on how to use the Information Technology Umbrella Contract – Manufacturer Based (Statewide) Aggregate Hardware Buy 26-01 Agreement (“Agreement”).

All Products and services offered by the Contractor(s) on the *Attachment 1, Pricing Pages* for each configuration are subject to the terms of the Agreement and the Contractor’s Information Technology Umbrella Contract – Manufacturer Based (Statewide) Contract (“Manufacturer Umbrella Contract”) which is incorporated into each Contractor’s Agreement.

An Authorized User must familiarize itself with the terms and conditions of both the Manufacturer Umbrella Contract and this Agreement and must adhere to the terms and conditions of the Agreement. Authorized Users must follow these How to Use procedures when procuring Products under this Agreement.

Additional general procurement information is available at the New York State Office of General Services Procurement Services website <http://www.ogs.ny.gov/purchase/snt/awardnotes/7360022802can.HTM>.

Authorized Users are cautioned that at-risk work is strictly prohibited. No work is to be undertaken by the Contractor prior to receipt of the Purchase Order.

Authorized Users may contact the OGS Agreement manager with any questions, concerns, or clarifications at the following email address: OGS.sm.PS.AggregateBuy@ogs.ny.gov

Authorized Users are reminded to maintain a complete procurement record.

Section 1. GENERAL INFORMATION

1.1 AGREEMENT SCOPE.

This Agreement is considered an Aggregate Buy and 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 4.8, 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)
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

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

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

1.2 AGREEMENT TERM.

The term of this Agreement shall be one (1) year.

1.2.1 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.

1.3 RESELLER PARTICIPATION UNDER AGGREGATE AGREEMENT.

Resellers are permitted to be used in the fulfillment of orders under this Agreement. 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.** 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 Contractor and fall within the scope of the Agreement.

1.3.1 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.

1.4 ADDITIONAL PRODUCTS.

In addition to the Standard Configuration, the Contractor may choose to offer Additional Products. Additional Products are defined as Products that are not part of the Standard Configuration and are optional for Authorized Users to purchase to enhance the Standard Configuration. The decision to procure Additional Products shall be at the Authorized User's discretion.

In order for Additional Products to be purchased by Authorized Users under this Agreement, Products must be approved by OGS and included on the Configuration price list (*Attachment 1, Pricing Pages*). A Contractor may not offer a substitute Product to an Authorized User that has not been approved by OGS and added to the Configuration price list.

Contractors are allowed to submit a request to OGS to add Additional Products to the Configuration price list. Authorized Users are encouraged to reach out to Agreement Contractors if a desired product is not currently listed on the price list.

1.5 IMAGING / LOADING SERVICES.

The Contractor 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.

Section 2. HOW TO PURCHASE FROM AGGREGATE AGREEMENT 26-01

2.1 ORDERING.

Authorized Users do **NOT** need to send out a Manufacturer Umbrella Request for Quote to purchase under this Agreement. Pricing for each Configuration has been established with the Contractor for use by Authorized Users and has been posted on the OGS Procurement Services website. After selecting Products and finalizing an order with the Contractor, the Authorized User may issue a Purchase Order to the Contractor, following OSC approval if applicable.

2.1.1 OFFICE OF THE STATE COMPTROLLER (OSC) APPROVAL.

Pursuant to Chapter 839 of the Laws of 2022, OSC approval is required for purchases from OGS centralized contracts exceeding the OSC approval threshold as defined in STF §112. Please refer to OSC Contract Advisory No.31, Purchases From Centralized Contracts for guidance on how to obtain OSC approval for such purchases made under this Agreement.

2.2 ONLINE NYS MARKETPLACE/CONTRACTOR WEBSITE.

Contractors 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.

If a Contractor 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.

2.3 PRODUCT PRICING.

All awarded Agreement Configuration prices are posted on the OGS Procurement Services website. Product pricing is set for the Standard Configuration. Should an Authorized User have specific needs, each Standard Configuration has Additional Product options for upgrading, downgrading or adding accessories. Authorized Users should compare all Products and pricing and select the Product that best meets the Authorized User's needs. Authorized Users should ensure the Contractor's pricing is at or below the Agreement pricing as reflected on the posted Configuration price list.

When replacing a component in the Standard Configuration, be sure the cost of the item being replaced is removed from the Standard Configuration cost and the cost of the replacement item is added to arrive at the new Configuration total cost. Likewise, when adding an additional component to the Standard Configuration, be sure the additional cost of the item being upgraded is added to arrive at the new Configuration total cost.

2.4 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: PMXXXXX
- 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.

2.5 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.

2.6 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 this 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*.

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.

2.6.1 DOCKING STATION WARRANTY

The Contractor 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.

2.6.2 ADDITIONAL PRODUCT WARRANTIES

The Contractor is responsible for adding SKUs for additional warranty year options (e.g. 3 year, 4 year, 5 years) under Additional Products on Attachment 1 – Price List