
How to Use the Electronic Poll Book Equipment and Connectivity Contract (Supplement to OGS Award 23167 for Electronic Poll Book Systems)

This document provides a NYS County Board of Elections (CBOE)/Authorized User with instructions on how to use the Electronic Poll Book (E-Poll Book) Equipment and Connectivity Contract ("Contract"). General procurement information is available at the New York State Office of General Services (OGS) Procurement website. <https://ogs.ny.gov/procurement/buyer-information>

A CBOE/Authorized User must adhere to the terms and conditions of the Contract and the instructions herein when procuring products under the Contract. All Contractors will have the same terms and conditions for the duration of the Contract thus providing a fair and level playing field.

Contract information, including a list of contractors, contractor information, and price lists can be found on the Contract website. A CBOE/Authorized User may contact the OGS Contract Manager at the email address on the website with any questions, concerns, or clarifications regarding the Contract.

<https://ogs.ny.gov/purchase/snt/awardnotes/7600023189can.pdf>

A CBOE/Authorized User with operational questions related to an existing New York State Board of Elections (SBOE) approved E-Poll Book System or the SBOE approval process may contact the Elections Operations Unit of the SBOE at Election_Op@elections.ny.gov or 518-473-5086.

SECTION 1 GENERAL INFORMATION

1.1 CONTRACT SCOPE.

This Contract establishes a purchasing vehicle for an individual NYS CBOE/Authorized User to acquire SBOE-approved Electronic Poll Book iPads and applicable connectivity through a qualified Contractor under the NASPO ValuePoint Master Contract.

This Contract supplements the NYS Electronic Poll Book Systems Centralized Contract (Group 76000, Award 23167) by allowing alternate means to purchase iPads and Connectivity for the CBOE/Authorized User's E-Poll Book Systems. iPads and connectivity purchased from this contract shall only be used by CBOE/Authorized Users as part of a SBOE approved E-Poll Book System that is purchased from the Electronic Poll Book Systems (EPBS) Centralized Contract (Group 76000, Award 23167).

1.2 PRODUCTS IN SCOPE.

Purchases from this award are limited to the Products listed and approved on the NYS Price List for this Award.

1.3 CONTRACT TERM.

Please refer to the OGS Contract website for the specific Contract terms for each qualified Contractor under Award 23189.

SECTION 2 CBOE/AUTHORIZED USER CONSIDERATIONS

2.1 Service Levels.

Contractor is required to provide connectivity services under this Contract at standards and service levels which meet or exceed those standards and service levels set forth in Contractor's OGS Centralized Telecommunication Connectivity Services (TCS) Contract (Group 77017, Award 23100) with OGS.

2.2 Pricing.

The price listed on the NYS Price List for each Product is a not-to-exceed price. CBOE/Authorized Users are encouraged

to pursue better pricing or volume discounts. When reviewing quotes and invoices, CBOE/Authorized Users should ensure Contractor pricing is at or below the Net NYS Price as reflected on the Contractor's price list on the OGS website.

Price includes all customs duties and charges and is net, F.O.B. destination any point in the continental United States as designated by the ordering CBOE/Authorized User. Taxes, surcharges, fees, and other charges that may be billed to CBOE/Authorized Users are limited to such charges listed on the Contractor's Telecommunication Connectivity Services (TCS) contract, Pass-through Charges tab of Attachment 1 - Contractor Pricelist.

Any prompt payment terms (cash discounts) or quantity (volume) discounts which are included in the Master Contract will also be included in this Contract.

2.3 Total Cost of Ownership.

The price of a Product is not always reflective of the actual costs that will be incurred to own and operate the Product throughout its life cycle. Total cost of ownership analysis attempts to uncover both the obvious costs and not so obvious costs of ownership. The total cost of ownership (TCO) is the purchase price of a Product plus the costs of operation for the Product. CBOE/Authorized Users need to research possible long-term costs for purchases under this Contract and factor them into their procurement to achieve the best solution for their business need. It is important for an CBOE/Authorized User to understand how and when E-Poll Book devices need to access a network and how that will relate to the Products offered under Award 23189.

Some costs to consider when evaluating the TCO for an iPad and connectivity services under Award 23189 include, but are not limited to:

- Required commitment term for discounted hardware - CBOE/Authorized Users should review the terms associated with the pricing for the hardware listed on the contract for each Contractor. If the discounted iPad requires the CBOE/Authorized User to commit to purchase a monthly cellular data service plan for a prescribed term, CBOE/Authorized Users should factor the cost of the plan for the length of the prescribed term into the TCO for the Product.
- Pass Through Charges - These charges include taxes, surcharges, fees and tariffs associated with cellular data service plans that must be paid by the CBOE/Authorized User. Some are government mandated and some are fees that the Contractor chooses to impose. These charges average around 15% of the monthly service charge for the cellular data service plan and are due for the entirety of the use of the connectivity service. CBOE/Authorized Users should ask Contractor for information regarding these charges and factor the cost into the TCO for the Product.
- Overage Charges - An overage charge is an extra fee incurred for exceeding a monthly postpaid data service plan. This would not apply to an unlimited data service plan. CBOE/Authorized Users should be aware of costs that may be incurred if an E-Poll Book System exceeds the limit of the data service plans under this contract.
- Activation/Deactivation Fees

2.4 Product Delivery.

CBOE/Authorized Users must coordinate delivery of hardware with their selected EPBS Vendor for configuration. Deliveries directly to the CBOE/Authorized User are prohibited.

Delivery must be made as ordered to the address specified on the Purchase Order and in accordance with the terms of the Contract. Unless otherwise agreed to by the CBOE/Authorized User and Contractor, delivery shall be made within five (5) calendar days after receipt of a Purchase Order by the Contractor.

2.5 Hardware Warranty.

CBOE/Authorized Users are advised to review the warranty on any Product purchased from this Contract.

SECTION 3 HOW TO PURCHASE FROM E-POLL BOOK EQUIPMENT AND CONNECTIVITY CONTRACT

3.1 PURCHASES UTILIZING A REQUEST FOR QUOTES.

To encourage competition and foster better pricing, it is suggested that CBOE/Authorized Users procure E-Poll Book iPads and Connectivity via a Request for Quotes (RFQ). However, CBOE/Authorized Users are not required to release an RFQ to purchase under this Contract.

CBOE/Authorized Users are not required to use an OGS RFQ template, but may refer to the RFQ template offered on the OGS Centralized Contract Group 76000, Award 23167 for Electronic Poll Book Systems on the OGS Contract webpage.

3.2 ORDERING.

Not-to-exceed pricing on the NYS Contract Price List has been established with the Contractor for use by CBOE/Authorized Users and is posted on the OGS website. After selecting Products and finalizing an order with the Contractor, the CBOE/Authorized User may issue a Purchase Order to the Contractor. There are no minimum order quantities under this Contract.

Purchase Orders shall be made in accordance with the terms set forth in Appendix B, *Purchase Orders*. CBOE/Authorized Users may submit orders over the phone, and, if available, may submit orders electronically via web-based ordering, e-mail, or facsimile at any time. Orders submitted shall be deemed received by Contractor or its authorized dealer on the date submitted.

All orders shall reference Contract number, requisition, and/or Purchase Order number (if applicable).

3.3 INVOICING.

All invoices shall at a minimum, include the items listed in the Contract, Section 15- *Invoicing and Payment*.

3.4 AT-RISK WORK PROHIBITED.

CBOE/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 executed Purchase Order.

3.5 PROCUREMENT RECORD AND NEW YORK STATE PROCUREMENT COUNCIL GUIDELINES.

The CBOE/Authorized User is reminded that it must adhere to the procedures of this Contract, its own internal procurement policies and procedures and all federal, State and/or local statutes, when applicable.

The following link to the New York State Procurement Council Guidelines provides additional procurement information and examples of documentation that should be created and maintained by the CBOE/Authorized User as part of a procurement record:

<https://ogs.ny.gov/system/files/documents/2018/08/psnys-procurement-guidelines.pdf>

3.6 OFFICE OF THE STATE COMPTROLLER.

For purchases available from this Contract, the CBOE/Authorized User may issue a Purchase Order directly to the Contractor without prior approval by the Office of the State Comptroller (OSC).

However, CBOE/Authorized Users are reminded that the Office of the State Comptroller retains the right to post-audit any
October 2019

procurement, including those executed from this Contract. CBOE/Authorized Users are reminded to follow all procurement guidelines.