NEW YORK STATE OF OPPORTUNITY. | Office of General Services | Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | http://nyspro.ogs.ny.gov | customer.service@ogs.ny.gov | 518-474-6717

Contract Award Notification

Title	:	**Group 38806 – Audio Visual Equipment and Accessories (Statewide)** **Classification Code(s): 55**
Award Number	:	**22844-E***
Contract Period	:	**April 15 , 2016 – April 14, 2021**
Bid Opening Date	:	**October 7, 2015**
Date of Issue	:	**April 15, 2016**
Specification Reference	:	**As Incorporated Herein**
Contractor Information	:	**Appears on Page 2 of this Award**

Address Inquiries To:

State Agencies & Vendors			Political Subdivisions & Others	
Name	:	Jennifer L. Clapham	Procurement Services Customer Services	
Title	:	Contract Management Specialist		
Phone	:	518-474-2906	Phone :	518-474-6717
E-mail	:	jennifer.clapham@ogs.ny.gov	E-mail :	customer.services@ogs.ny.gov

Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.

Description

NOTICE: THIS CONTRACT AWARD NOTIFICATION CONTAINS A SUBSET OF INFORMATION FROM THE SOLICITATION. CONTRACTS RESULTING FROM SOLICITATION 22844 HAVE BEEN EXECUTED BY CONTRACT AWARD LETTER. THE CONTRACT AWARD LETTER SETS FORTH THE ORDER OF PRECEDENCE FOR THE TERMS AND CONDITIONS OF THE EXECUTED CONTRACTS. COMPLETE CONTRACT DETAILS INCLUDING TERMS AND CONDITIONS CAN BE FOUND IN THE SOLICITATION DOCUMENT DATED REVISED SEPTEMBER 29, 2015.

This contract provides Authorized Users with a means of acquiring new Audio Visual equipment and accessories for delivery throughout New York State. Products for purchase by all Authorized Users **include**, but are not limited to Audio, Cameras, Cases & Bags, Non-Cloud Content Management, AV Control, Displays, Interactive Displays, AV Furniture, Mounts & Rigging, Cables, Presentation, Production and Lighting, AV Signal. Management, Routing and Switching, Mobile Presentation Carts/Portable AV Systems, and Related Third Party Products pursuant to Section titled, *Related Third Party Products*. Related options, accessories, consumables, parts, software, maintenance and support services, including, but not limited to, limited installation, networking, extended warranties, maintenance and other related professional services, including for EOL Equipment. **Excluded**: stand-alone computers and tablets, cloud-based products and services, design services, installation services which are considered Public Works in accordance with New York State Labor Law.

This Contract Award Notification contains MWBE goals of 0% MBE and 0% WBE.

PR #22844

CONTRACT #	CONTRACTOR	FED.IDENT.#	NYS VENDOR#
PC67426	Amplivox Sound Systems	36-3999161	1100138537
PC67427	AMX, LLC	73-3204485	1100152819
PC67428	Atlona, Inc.	38-3787350	1100151436
PC67429	AVer Information Inc.	94-3148296	1000057960
PC67430	BenQ America Corp.	77-0467457	1100152334
PC67431	Black Box Corp. of Pennsylvania	25-1272662	1000030945
PC67432	Boxlight Inc.	26-4527247	1000047327
PC67434	Casio America, Inc.	11-2215214	1100075455
PC67435	Clear Touch Interactive, Inc.	46-4647569	1100153406
PC67436	Crestron Electronics, Inc.	22-2077521	1000043174
PC67437	Dukane Corporation	36-1583960	1000057634
PC67438	Elmo USA Corp.	11-2316995	1000043174
PC67440	G.D. Roberts & Co., Inc. d/b/a PowerGistics	39-1223580	1100149441
PC67441	Hitachi Kokusai Electric America, Ltd.	13-1996047	1100153584
PC67442	InFocus Corp.	93-0932102	1000009779
PC67443	Ken-A-Vision Mfg. Co., Inc.	43-1148144	1100101485
PC67444	Library Video Company d/b/a SARARI Montage	23-2353078	1000008915
PC67445	Lightspeed Technologies, Inc.	93-1045590	1000045220
PC67446	NEC Display Solutions of America, Inc.	36-4365920	1000057651
PC67447	Panasonic Corporation of North America d/b/a Panasonic System Communications Company of North America	36-2786846	1000009189
PC67448	Qomo HiteVision, LLC	20-5791267	1000044381
PC67449	Rauland-Borg Corp.	36-2124601	1000057636
PC67450	RGB Systems Inc. d/b/a Extron Electronics	33-0107486	1000031275
PC67452	Samsung Electronics America, Inc.	13-2951153	1100119185
PC67453	Schoolhouse Outfitters LLC d/b/a School Outfitters	61-1341943	1000018398
PC67454	Sharp Electronics Corp.	13-1968872	1000054682
PC67455	SMART Technologies Corp.	88-0411936	1000041262

CONTRACT #	CONTRACTOR	FED.IDENT.#	NYS VENDOR#
PC67456	Sony Electronics Inc.	22-2878067	1100003992
PC67457 SB	Sound Video Systems of WNY LLC d/b/a AVRover	20-4322227	1100004354
PC67458	SP Controls, Inc.	77-0462516	1000049161
PC67459	Spectrum Industries, Inc.	39-1094074	1000009267
PC67460	Steelcase Inc.	38-0819050	1000009238

For complete Contractor contract information and Pricing information for this Award, please see the Contractor Information page located on the OGS Website at: http://www.ogs.ny.gov/purchase/spg/awards/3880622844Can.htm

Cash Discount and/or Early Payment Discount, If Shown, Should be Given Special Attention.
INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "INVOICING AND PAYMENT" in this document.)

AGENCIES SHOULD NOTIFY PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible. Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,

- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

ORDER OF PRECEDENCE

The list of documents below address clarifications agreed to by the Contractor and the Office of General Services (OGS) and resolved by the parties and set forth herein in an order of precedence for the Contract award. The documents listed below were included in Solicitation #22844 or provided by the Contractor. Unless otherwise set forth in the procurement or contract documents, conflicts among documents shall be resolved in the following order of precedence:

1. Appendix A (January 2014), Standard Clauses for NYS Contracts (previously provided);
2. Contract Award Letter;
3. Revisions and Clarifications to Bid Specifications dated August 11, 2015, September 10, 2015, September 21, 2015, and September 29, 2015 (previously provided);
4. Invitation for Bids #22844 (Revised September 29, 2015) including all Appendices and Attachments referenced therein (previously provided);
5. Contractor's Bid Prices as stated in Attachment 1 – Pricelist
6. Contractor's Bid

OVERVIEW

This Contract provides Authorized Users with a means of acquiring new Audio Visual equipment and accessories for delivery throughout New York State. Products for purchase by all Authorized Users are described in the Section titled, *Scope*.

Procurement Instructions describing requirements for Authorized Users to purchase from the Centralized Contract are found in the Section titled, *Procurement Instructions*.

ESTIMATED QUANTITIES

All quantities or dollar values listed within this Contract are estimates. No specific quantities or volumes are represented or guaranteed and the State provides no guarantee of individual Authorized User participation. The Contractor(s) must furnish all quantities or dollar values actually ordered. The anticipated dollar value of the award for this IFB, based on historical purchases under previous awards was approximately $20 million annually. The individual value of each resultant Contract is indeterminate and will depend upon the number of Contracts issued and the competitiveness of the pricing offered. Authorized Users will be encouraged to purchase from Contractors who offer the Products, services and pricing that best meets their needs in the most practical and economical manner. See Appendix B, §29, *Estimated/Specific Quantity Contracts* and §26, *Participation in Centralized Contracts*.

Numerous factors could cause the actual value of the Contract to vary substantially from the historical value. Such factors include, but are not limited to, the following:

- The Contract is a nonexclusive Contract;
- There is no guarantee of volume to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases;
- The individual value of the Contract is indeterminate and will depend upon actual Authorized User demand, and actual quantities ordered during the Contract period; and,
- The State reserves the right to terminate the Contract for cause or convenience prior to the end of the term pursuant to the terms and conditions of the Contract.

In Procurement Service's experience, depending on the price of a particular item, the actual volume of purchases for that Product could be substantially in excess of, or substantially below, estimated volumes. Specifically, if actual Contract pricing is lower than anticipated or historical pricing, actual quantities purchased could be substantially greater than the estimates; conversely, if actual contract pricing is higher than anticipated or historical pricing, actual quantities purchased could be substantially lower than the estimates. Contractor acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the Contract could vary substantially from the estimates/historical values provided in this Contract.

DEFINITIONS

Terms used in the IFB documents that have a capitalized first letter shall be defined in accordance with Appendix B, §2 *Definitions*, which is hereby incorporated by reference. The following definitions shall apply:

1. **"Audio Visual (AV) Equipment"** refers to a broad range of equipment generally used in media, science, education, and entertainment to engage the senses of sight and sound, as further specified in Section titled, *Scope*.
2. **"Cloud"** shall mean any Product or service sold as an "as a service" offering or in which Authorized User data is transmitted, acted upon, or stored on non-Authorized User equipment. This may include, but is not limited to, hosted applications, managed security services, and off-site data storage. Cloud includes IaaS, PaaS, SaaS, and XaaS.
3. **"End-of-Life (EOL) Equipment"** refers to Audio Visual Equipment Products that may be nearing the end of their useful life or that an OEM is no longer manufacturing, but which the OEM continues to provide support. EOL Equipment includes equipment currently deployed by Authorized Users, also commonly referred to as legacy equipment.
4. **"List Price"** shall mean Manufacturer's Suggested Retail Price.
5. **"Maintenance"** refers to service and support activities to maintain Audio Visual Equipment in full working order. Maintenance includes, but is not limited to the following: preventative maintenance, troubleshooting and repair, scheduled cleanings, online and telephone support, and remote and on-site diagnostics.
6. "**MWBE"** shall refer to a business certified with NYS Empire State Development (ESD) as a Minority and/or Women-owned Business Enterprise.
7. **"N/A"** is a common abbreviation for *not applicable* or *not available*, used to indicate when information in a certain field on a table is not provided, either because it does not apply to a particular case in question or because it is not available.
8. **"Net Price"** Shall be List Price less all applicable discounts and shall be the price paid by Authorized Users of the resultant Contract.
9. **"NYS Vendor ID"** shall refer to the ten-character identifier issued by New York State when a vendor is registered on the Vendor File.
10. **"Original Equipment Manufacturer (OEM)"** a company that has its name, Product name or logo branded on the Audio Visual Equipment.
11. **"Preferred Source Products"** shall refer to those commodities or services that have been approved in accordance with State Finance Law §162.
12. **"Preferred Source Program"** shall refer to the special social and economic goals set by New York State in State Finance Law §162 that require a governmental entity purchase select commodities and services from designated organizations when the commodities or services meet the "form, function and utility" requirements of the governmental entity. Under State Finance Law §163, purchases of commodities and services from preferred sources are given the highest priority and are exempt from the competitive bidding requirements. The New York State preferred sources include: Corcraft; New York State Preferred Source Program for People who or Blind (NYSPSP; New York State Industries for the Disabled (NYSID); and the Office of Mental Health (OMH). These requirements apply to a State Agency, political subdivision and public benefit corporation (including most public authorities).
13. **"Procurement Services"**((formerly known as NYSPro or Procurement Services Group (PSG)) shall mean a division of the New York State Office of General Services which is authorized by law to issue centralized, statewide Contracts for use by New York agencies, political subdivisions, schools, libraries and others authorized by law to participate in such Contracts. The terms NYSPro and PSG may be used interchangeably for purposes of this Solicitation.
14. **"Resellers"** any model for distribution of Product other than direct from the Contractor. Resellers include but are not limited to approved value added resellers (VARs), distributors, dealers, sales agents, and alternate channel partners.
15. **"Software"** programs or applications required for functioning or Networking of the Audio Visual Equipment. Software shall work directly with the Contractor's Product and be directly related to the operational functioning of the Audio Visual Equipment; or be related to the remote administration of the Audio Visual Equipment.
16. **"Third Party Products"** refers to Products not directly produced or manufactured by the OEM. Third Party Products that meet all criteria pursuant to Section titled, *Related Third Party Products* are within the scope of this Contract.
17. **"Total Order Price"** shall be defined as the aggregate purchase order amount for Audio Visual Equipment, Maintenance, Software, and Software Maintenance placed by the Authorized User under this Contract in the immediately prior twelve month period.

In addition to the above definitions, the following terms are defined as follows regardless of whether they are or are not capitalized:

18. **"May"** denotes the permissive in a Contract clause or specification. Refers to items or information that the State has deemed are worthy of obtaining, but not required or obligatory. Also see "Should".
19. **"Must"** denotes the imperative in a Contract clause or specification. Means required - being determinative/mandatory, as well as imperative. Also see "Shall" and "Mandatory".
20. **"Shall" d**enotes the imperative in a Contract clause or specification. Means required - being determinative/mandatory, as well as imperative. Also see "Must" and "Mandatory".
21. **"Should"** denotes the permissive in a Contract clause or specification. Refers to items or information that the State has deemed are worthy of obtaining, but not required or obligatory. Also see "May".

SCOPE

These discount from pricelist Contracts provide Authorized Users with a means of acquiring Audio Visual Equipment and Accessories. Audio Visual Equipment and Accessories include, but may not be limited to:

1. Audio (microphones; speakers; acoustic materials; headphones, headsets, ear sets; public address, paging & background music systems; sound masking & speech privacy systems; language interpretation; soundfield systems; assistive listening; listening centers/stations; radio communications systems; tour group systems; amplification systems)
2. Cameras (cameras special application; camera auxiliary equipment; camcorders; camera controls; camera supports; cameras – studio video; digital cameras, still)
3. Cases & Bags (protective cases; soft equipment bags)
4. Non-Cloud Content Management (digital & streaming media distribution equipment; content recording & storage systems)
5. AV Control (AV control panels & interfaces; control systems)
6. Displays (displays & monitors; televisions; video walls)
7. Interactive Displays (Overlays, Frames, Signage)
8. AV Furniture (AV stands; lifts; consoles; podiums; monopods & tripods)
9. Mounts & Rigging (mounts; hardware; rigging)
10. Cables (cables & connectors)
11. Presentation (whiteboards; projectors & accessories; projection screens; marker boards & easels; presentations & training aids; annotations; documentation cameras (visualizers); presentation & environmental controls; audience response systems)
12. Production & Lighting (audio production equipment; production recording equipment; video production and editing equipment; lighting control systems; lighting fixtures; portable lighting; lighting auxiliary equipment; production duplication)
13. AV Signal Management, Routing and Switching (VGA, USB, HDMI, DVI, and other display port switches)
14. Mobile Presentation Carts/Portable AV Systems
15. Related Third Party Products that meet all criteria pursuant to Section titled, *Related Third Party Products*.

A Contractor who offers any of the Product types above may also offer related accessories, options, consumables, parts, Software, maintenance and support services, including, but not limited to: limited installation (excluding installation work which is considered Public Works in accordance with New York State Labor Law [see Section titled, *Assembly/Configuration/Installation/Networking Services*]), networking, extended warranties, maintenance and other related professional services for the Audio Visual Equipment.

A Contractor may also offer related accessories, options, consumables, parts, Software (See Section titled, *Software*), maintenance and support services for EOL Equipment that is within the scope of the Products referenced above.

Excluded Products and Services

The following Products and/or Services are specifically excluded from the scope of this Solicitation and resulting Contracts:

1. Standalone Computers and Tablets
2. Cloud-based Products or offerings
3. Design services
4. Installation services which are considered Public Works in accordance with New York State Labor Law (see Section titled, *Maintenance and Support Services*)

LIST OF CONTRACTORS AND MANUFACTURER PRODUCT CATEGORIES

Please refer to each Contractor's Information page and Pricelist for more information.

	Audio	Cameras	Cases & Bags	Non-Cloud Content	AV Control	Displays	Interactive Displays	AV Furniture	Mounts and Rigging	Cables	Presentation	Production & Lighting	AV Signal	Mobile Presentation	Third Party Products
Amplivox Sound Systems	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
AMX, LLC	X	X			X	X	X			X	X	X	X	X	X
Atlona, Inc.	X			X	X			X		X	X	X	X	X	X
AVer Information Inc.		X						X			X			X	
BenQ America Corp.						X	X				X				
Black Box Corp. of Pennsylvania					X					X	X		X	X	
Boxlight Inc.	X					X	X	X	X	X	X			X	X
Casio America, Inc.						X	X				X				
Clear Touch Interactive, Inc.						X	X	X						X	
Crestron Electronics, Inc.	X			X	X		X			X	X		X	X	X
Dukane Corporation	X	X	X		X	X	X	X	X		X			X	
Elmo USA Corp.	X	X													
G.D. Roberts & Co., Inc. d/b/a PowerGistics								X							
Hitachi Kokusai Electric America, Ltd.	X	X	X	X	X	X	X		X	X	X	X	X	X	X
InFocus Corp.			X			X	X		X	X	X			X	X
Ken-A-Vision Mfg. Co., Inc.	X	X						X			X			X	
Library Video Company d/b/a SARARI Montage				X							X			X	X
Lightspeed Technologies, Inc.	X										X				
NEC Display Solutions of America, Inc.			X	X		X	X		X	X	X		X		X

LIST OF CONTRACTORS AND MANUFACTURER PRODUCT CATEGORIES

Please refer to each Contractor's Information page and Pricelist for more information.

	Audio	Cameras	Cases & Bags	Non-Cloud Content	AV Control	Displays	Interactive Displays	AV Furniture	Mounts and Rigging	Cables	Presentation	Production & Lighting	AV Signal	Mobile Presentation	Third Party Products
Panasonic Corp. of North America	X	X	X	X	X	X	X		X	X	X	X	X	X	X
Qomo HiteVision, LLC	X	X				X	X	X			X			X	
Rauland-Borg Corp.	X								X	X					
RGB Systems Inc. d/b/a Extron Electronics	X			X	X		X	X	X	X	X		X	X	
Samsung Electronics America						X	X		X		X				
Schoolhouse Outfitters LLC	X							X			X			X	
Sharp Electronics Corp.						X	X								
SMART Technologies Corp.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Sony Electronics Inc.	X	X			X	X				X	X	X	X	X	X
Sound Video Systems of WNY LLC d/b/a AVRover	X	X		X	X	X	X	X	X	X	X		X	X	X
SP Controls, Inc.	X			X	X	X	X	X		X	X		X	X	X
Spectrum Industries, Inc.								X			X			X	
Steelcase Inc.	X						X	X	X		X				X

PROCUREMENT INSTRUCTIONS

1. The Contracts resulting from this IFB will be centralized Contracts issued under a multiple award structure. Products and services offered under the Contracts, pricing, and other Contract information will be posted to the OGS website or the awarded Contractors' dedicated NYS websites. Authorized Users shall procure Products and services that best meet their form, function and utility requirements.

2. Before proceeding with a purchase, Authorized Users shall check the list of Preferred Source offerings. Authorized Users are reminded that they must comply with State Finance Law §162, which requires that agencies afford first priority to the commodities/services of Preferred Source suppliers such as Correctional Industries (Corcraft), NYS Preferred Source Program for People Who are Blind (NYSPSP), and NYS Industries for the Disabled (NYSID), when such commodities/services meet the form, function and utility of the Authorized User.

3. Where commodities/services are not available from Preferred Source suppliers in the form, function and utility required by the Authorized User, Authorized Users shall purchase from the centralized Contracts awarded herein. The basis for selection among multiple contracts at the time of purchase shall be the most practical and economic alternative and shall be in the best interests of the State. Therefore, Authorized Users are strongly encouraged to obtain quotes from at least three (3) Contractors prior to issuing a purchase order, in order to ensure that the Authorized User is receiving the best possible pricing.

4. When placing Purchase Orders under the Contract(s), the Authorized User should be familiar with and follow the terms and conditions governing its use. The Authorized User is accountable and responsible for compliance with the requirements of public procurement processes. The Authorized User, when purchasing from OGS Contracts, should hold the Contractor accountable for Contract compliance and meeting the Contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, Authorized Users are encouraged to seek improved pricing whenever possible. Authorized Users have the responsibility to document purchases which should include:

   - statement of need and associated requirements;
   - obtaining all necessary prior approvals;
   - a summary of the Contract alternatives considered for the purchase; and
   - the reason(s) supporting the resulting purchase (e.g., show that basis for the selection among multiple Contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

5. Authorized Users will issue purchase orders directly to the Contractor or the Contractor's authorized Reseller (if applicable), as specified by the Contractor, and specify any shipping/delivery requirements and/or statements of work for services (if applicable).

6. Upon Authorized User acceptance of Products and/or services itemized on the purchase order, Contractor will invoice Authorized User for any portion of Products and/or services accepted, and accordingly, Authorized User will arrange for payment. Contractor shall provide itemized invoicing for all Products and services.

   Note: Contractor must disclose any forms or other order information that Contractor will attach to orders or require to be completed with Authorized User purchases. Documents which contain additional terms or conditions must receive pre-approval by OGS for use under the Contract. Additional terms or conditions that were not pre-approved by the Authorized User or which conflict with the Contract terms and conditions are void and unenforceable at the sole discretion of the State.

PRICE

All prices are freight on board (F.O.B.) destination tailgate delivery at the dock of the Authorized User (see Appendix B, §34b, Shipping Charges) including all customs, duties and charges to any destination in New York State. Standard shipping costs are to be prepaid by Contractor and, when determining the NYS Net Price, shall not be separately added to the Authorized User's invoice.

The percentage discount offered to Authorized Users may, at the Contractor's option, be increased based on individual orders. Discounts may be greater, but in no instance may they be lower than the awarded discount. See Section titled, *Contract Pricelist Update Procedures.*

Contractor's pricing information is included in the posted Pricelist linked from the Contractor Information page.

VOLUME DISCOUNTS

Contractor may offer volume discounts at the transaction level using the thresholds listed on each Contractor's Information Page.

PROMPT PAYMENT DISCOUNTS

Contractor may offer prompt payment discounts at the transaction level. Please refer to the Contractor's Information Page.

CONTRACT PRICELIST UPDATE PROCEDURES

The procedures below outline how Contract pricelist updates will be handled under this Contract. NOTE: THE FOLLOWING PROCEDURES ARE NOT APPLICABLE TO CONTRACTOR PROPOSED CHANGES TO CONTRACT TERMS AND CONDITIONS. Any implied or express request for changes in or additions to existing Contract terms and conditions, including new terms and conditions associated with a specific product line being added to the Contract for the first time, requires a formal Contract amendment and requires the approval of OGS. New or revised Contract terms and conditions are subject to the restrictions set forth in Appendix B, Section 27, *Modification of Contract Terms.*

1. General
   Contractor may update their pricelist as follows**:**

   1. In the first year of the Contract, the Contractor shall be allowed to update the pricelist twice to add/delete Products and services as established by the Contractor in their normal course of business. However, pricelist updates must be submitted no earlier than sixty (60) calendar days from the date of OGS approval of prior pricelist update. There shall be no price increases allowed for existing Products and services during the first year of the contract.

   2. Commencing with the second year of the Contract, the Contractor may update the pricelist semiannually to reflect Contractor price changes and the addition/deletion of Products and services as established by the Contractor in their normal course of business; thirty (30) calendar days from the anniversary date of the Contract; and, thirty (30) calendar days from the semiannual anniversary date of the Contract. The thirty (30) calendar days includes the anniversary and semiannual anniversary date of the Contract.

Any new Products or services added to pricelists shall have a discount structure consistent with existing Products and services on the pricelist that are comparable in scope. Contractors shall submit their updated pricelist to the OGS Procurement Services contract administrator pursuant to the requirements of this section for review and written approval prior to issuing to Authorized Users or posting to the Contractor's dedicated New York State website.

All approved pricelist updates shall apply prospectively upon approval by OGS. Any request for a pricelist update not received in accordance with this section shall be deemed denied. Total price increases for pricelist updates in a single year of the Contract shall not exceed the escalation cap in set forth in subdivision (4), Escalation Cap, below. All percentage discounts shall remain firm (unchanged) or they may increase for the duration of the Contract.

2. Pricelist Format
   Contractor is required to submit Contract pricelist updates electronically in an unprotected Microsoft Excel (2013 or lower version) spreadsheet either on CD or via e-mail to the OGS Procurement Services contract administrator. The pricelist must be dated and the format shall be consistent with the format of the Contractor's approved Contract pricelist. The pricelist shall separately include and identify (e.g., by use of separate worksheets or by using highlighting, italics, bold and/or color fonts):
   1. Price increases;
   2. Price decreases;
   3. Products being added; and
   4. Products being deleted.

3. Contractor's Submission of Contract Updates
   In connection with any Contract pricelist update, OGS reserves the right to:
   1. Request additional information;

2. Reject Contract updates;
3. Remove Products from Contracts;
4. Remove Products from Contract updates; and
5. Request additional discounts for new or existing Products.

4. Escalation Cap
In a single year of the Contract the total request for price increases shall not exceed the lesser of:
1. three (3%) percent annually, or
2. the percent increase in the latest available National Consumer Price Index - All Urban Consumers (CPI-U), Not Seasonally Adjusted, U.S. City Average, All Items (Series Id: CUUR0000SA0,CUUS0000SA0); as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. CPI-U data may be obtained at www.bls.gov.

The following example illustrates the computation of percent change:

CPI for current period	230.000
Less CPI for previous period	225.000
Equals index point change	5.000
Divided by previous period CPI	225.000
Equals	0.022
Result multiplied by 100	0.022 x 100
Equals percent change	2.2

The "CPI for current period" shall be the index in effect at the time the Contract pricelist update request is received; "CPI for previous period" shall be the index in effect when the Contract pricelist was last updated.

5. Supporting Documentation
Each pricelist update request must be accompanied by an electronic copy of Contractor's nationally published pricelist(s) in its original format detailing current list prices relevant to the Products the Contractor is updating. If the NYS net prices are based on a GSA Schedule or WSCA Contract, that pricing must also be included with the update request.

6. Cover Letters
All Contract pricelist updates shall be accompanied by a cover letter describing the nature and purpose of the update (e.g., update requested in order to reflect a recently approved GSA Schedule or WSCA Contract pricing update, to add/delete Products or services, etc.).

GSA Pricing
Where NYS net pricing is based upon an approved GSA Supply Schedule:

1. Associated Discounts: The State is entitled to all associated discounts enumerated in the GSA Supply Schedule (including, but not limited to, discounts for additional sites and volume discounts), as well as any other pricing or discount terms as are expressly enumerated in the NYS Contract or GSA schedule, when calculating the NYS Net Price; and

2. Industrial Funding Fee: GSA pricing incorporates a sum referred to as the "GSA Industrial Funding Fee." ("IFF") OGS reserves the right to require either that: the IFF is remitted directly to OGS, or the NYS Contract prices are reduced by an amount equivalent to the IFF. If the latter, the NYS Net Price shall be calculated by reducing the published GSA price, after the discounts, if any, set forth in paragraph (1), above, downward by the amount of the IFF, currently set at .75%. Therefore, the "NYS Net Price" shall be calculated by multiplying 0.9925 times the GSA price.

CONTRACT PERIOD AND RENEWAL

The term of this Contract shall be for five (5) years. The contract shall commence after all necessary approvals by both parties and shall become effective upon the mailing or electronic communication of the final executed contract documents (see Appendix B, *Contract Creation/Execution*). All Contracts will terminate conterminously five (5) years from the date of the approval of the first contract awarded as a result of the IFB or any subsequent periodic recruitment.

The parties may renew the contract by written agreement signed by both parties, upon expiration of the original term and approval of the OGS, for two (2) additional one (1) year terms.

TERMINATION FOR CONVENIENCE

The State of New York retains the right to cancel this Contract, in whole or in part without reason (see Appendix B, §46.b, *Termination for Convenience*).

SHORT TERM EXTENSION

In the event a replacement Contract has not been issued, any Contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one (1) month upon notice to the Contractor with the same terms and conditions as the original Contract and any approved modifications. With the concurrence of the Contractor, the extension may be for a period of up to three (3) months in lieu of one (1) month. However, this extension terminates should a replacement Contract be issued in the interim.

PERIODIC RECRUITMENT

The State reserves the right to add Contractors beginning in the second year of the Contract and at one year intervals thereafter. The State will formally announce when the bid is reissued, at the discretion of the State. Contractors shall be required to submit such Bid documentation as required by OGS, which may include additional applicable statutory requirements currently in effect at the time of the new Bid solicitation. Once awarded a Contract, a Contractor may not resubmit a Bid for future consideration. In addition, if a Bid is deemed non-responsive under periodic recruitment, a vendor cannot reapply for a future Contract until the next periodic recruitment period. For Contracts that are awarded under periodic recruitment, the Contract term will commence upon OGS approval in accordance with Appendix B, Section 24, *Contract Creation/Execution* and will terminate on the then current end date of the Contract or at the end of any approved extension or renewal period.

Vendors shall be required to submit this original bid document which may include additional applicable statutory requirements currently in effect at the time of the new bid solicitation. Contractors are advised to review the "Qualification of Contractors" clause before submitting a bid under periodic recruitment to ensure they can meet all bid requirements. Under periodic recruitment, the Bidder must demonstrate proof of a minimum sales volume of $1,000,000 in Products and services for the pricelist offered to national public entities in the 36 month period preceding the Bid opening date. Required proof of sales should be submitted at the time of Bid submission. Failure to submit proof of sales at the time of Bid submission may result in rejection of a Bid. NYS OGS Procurement Services reserves the right to request copies of purchase orders and/or invoices for verification or clarification. In addition, if a Bid is rejected under periodic recruitment, a Bidder cannot reapply for a future contract until the next periodic recruitment period. For Bids that are awarded under periodic recruitment, the Contract term will commence upon award and terminate on the current end date of the Contract unless an extension is mutually agreed upon between Procurement Services and the Contractor.

CONTRACT ADVERTISING

In addition to the requirements set forth in Appendix B, *Advertising Results*, any Contractor advertisements, promotional literature and/or Contract description(s) of Contract awards must be reviewed and approved by Procurement Services prior to issuance.

INSTALLATION AND NETWORKING

Installation and Networking shall result in fully operational Audio Visual Equipment that is ready for use by an Authorized User. Installation and Networking offerings must be directly related to the operational functioning of the Audio Visual Equipment procured under the Contract and shall be submitted through Attachment 1, Pricelist (Revised September 29, 2015). The Contract is not intended to be a mechanism to procure standalone Networking Services unrelated to Audio Visual Equipment procured under the Contract.

MAINTENANCE AND SUPPORT SERVICES

The following Maintenance and support offerings are authorized under the Contract. Any services procured under the Contract must be directly related to the Audio Visual Equipment purchased under this Contract. The Contractor agrees that malfunctions that cannot be immediately diagnosed and attributed to a certain piece of equipment will require the participation of the Contractor until the problem resolution and responsibility is identified. Maintenance plan options which are available as part of the Contractor's standard commercial offerings may be offered under this Contract.

1. **Audio Visual Equipment Maintenance:** Services to protect the Audio Visual Equipment, including but not limited to remedial repairs and upgrades, and Software/firmware updates. Contractor shall maintain the Product, while covered under Maintenance, so as to provide Authorized User with the ability to utilize the Product without significant functional downtime to the Authorized User's ongoing business operations.

2. **Legacy Maintenance:** Contractor may offer Maintenance services on EOL Equipment that is not being offered under this Contract, provided that the equipment fits the scope of the Contract set forth in Section titled, *Scope*.

3. **Extended Warranty Services:** For equipment purchased under this Contract, Contractor may offer extended warranty services, which extend the Product warranty beyond the required one (1) year warranty period.

4. **Remote Administration Services:** Contractor's pricelist must include a description of any remote administration service offerings. Connections to networks must be performed in a manner prescribed by an Authorized User to preserve the integrity of the network, confidentiality and integrity of information transmitted over that network, and the availability of the network. Remote administration shall be directly related to monitoring Audio Visual Equipment performance and diagnostics. Any Remote Administrative Services involving storage of Authorized User data in the Cloud is excluded from the scope of this Solicitation. All remote administration services shall be compliant with New York State Cyber Security Policy P03-002, as may be amended, modified or superseded: https://www.its.ny.gov/sites/default/files/documents/enterprise_information_security_policy_v5.0.pdf.

5. **Assembly/Configuration/Installation/Networking Services:**
   Assembly/Configuration/Installation/Networking Services may include moving Audio Visual Equipment to its final location, uncrating, assembling, adjusting, connecting to the network and leaving free-standing equipment ready to operate to the full extent of its design capabilities. These services do not include any installation that is considered Public Works under the New York State Labor Law. See Appendix B, §39, *Installation*, for terms applicable to installation. These services may include, but are not limited to, the following:

   1. System setup (e.g., key operator orientation, system parameters);
   2. System enhancement (e.g., memory upgrades, network interfaces);
   3. Network set up, including but not limited to, applying network settings, and verification of network functionality;
   4. Software installation; and
   5. Hardware verification (including appropriate tests and diagnostics to ensure proper Product operation).

   Installation work which is considered Public Works in accordance with the New York State Labor Law is **excluded** from purchase under this Contract. Historically, the New York State Bureau of Public Works has maintained that installation, maintenance and repair of equipment attached to any wall, ceiling or floor or affixed by hard wiring or plumbing is Public Work. In contrast, installation of a piece of equipment which is portable or a "plug-in" free-standing unit would not be considered Public Work. Thus, this Contract does not authorize installation where the equipment becomes a permanent part of the building structure, or is otherwise incorporated into the fabric of the building (e.g., installation on a wall, ceiling or floor in a fixed location, or affixed by hard-wiring or plumbing). See Appendix B §8, *Prevailing Wage Rates - Public Works and Building Services Contracts*. For questions about whether a proposed installation constitutes public work, please contact the New York State Department of Labor's Bureau of Public Work District Office in your area. A listing of district offices and contact information is available at http://www.labor.state.ny.us/workerprotection/publicwork/PWContactUs.shtm.

6. **Professional Services (Consulting, Training, and other Incidental services which are billed hourly):** An Authorized User may acquire consulting, training and other incidental services directly related to the Audio Visual Equipment purchased under this Contract on a limited basis. Professional Services shall not exceed twenty (20%) percent of the Total Order Price for Audio Visual Equipment, maintenance, Software and Software maintenance. Professional Services which exceed twenty percent (20%) must be procured using the OGS HBITS Contract or another procurement process selected by the Authorized User. Professional services may include, but are not limited to the following:

1. **Consulting Services**
   A. Custom system integration including network system requirements other than the standard configurations identified in Section 5 above; or
   B. Customized configurations: When requesting customized configuration services, an Authorized User will provide the Contractor with technical specifications and any applicable customized Software applications for testing and evaluation on the proposed systems. Prior to placing orders for additional Audio Visual Equipment, it is the responsibility of the Authorized User and the Contractor to ensure that the custom configuration will satisfactorily operate on any additional systems to be purchased.
2. **Training Services:** Training Services may include pre-packaged training Products, and/or the development or customization of training programs as requested, including live training, computer based/multi-media training which encompasses internet-delivered training, and/or video based training.
3. **Incidental Services:** Incidental Services include services which may be required for the integration/implementation or deployment of Products purchased under this Contract and has been approved by OGS for inclusion under the Contract.

EMPLOYEE INFORMATION REQUIRED TO BE REPORTED BY CERTAIN CONSULTANT CONTRACTORS and SERVICE CONTRACTORS

Chapter 10 of the Laws of 2006 amended the Civil Service Law and the State Finance Law, relative to maintaining certain information concerning Contract Employees working under State Agency service and consulting Contracts. State Agency consultant Contracts are defined as "Contracts entered into by a state Agency for *analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal, or similar services*" ("covered consultant Contract" or "covered consultant services"). The amendments also require that certain Contract Employee information be provided to the state Agency awarding such Contracts, OSC, DOB and CS. The effective date of these amendments was June 19, 2006. The requirements will apply to the covered Contracts awarded on and after such date.

To meet these requirements, the Contractor agrees to complete:

A. Form A - Contractor's Planned Employment Form, if required. Note: State Agencies are required to furnish this information but may require a Contractor to submit the information.

B. Form B - Contractor's Annual Employment Report. Throughout the term of the Contract by May 15th of each year the Contractor agrees to report the following information to the State Agency awarding the Contract, or if the Contractor has provided Contract Employees pursuant to an OGS centralized Contract, such report must be made to the State Agency purchasing from such Contract. For each covered consultant Contract in effect at any time between the preceding April 1st through March 31st fiscal year or for the period of time such Contract was in effect during such prior State fiscal year Contractor reports the:

1. Total number of Employees employed to provide the consultant services, by employment category.
2. Total number of hours worked by such Employees.
3. Total compensation paid to all Employees that performed consultant services under such Contract.*

***NOTE:** The information to be reported is applicable only to those Employees who are directly providing services or directly performing covered consultant services. However, such information shall also be provided relative to Employees of Subcontractors who perform any part of the service Contract or any part of the covered consultant Contract. This information does not have to be collected and reported in circumstances where there is ancillary involvement of an Employee in a clerical, support, organizational or other administrative capacity.

Contractor agrees to simultaneously report such information to The Department of Civil Service (CS) and OSC as designated below:

Department of Civil Service
Alfred E. Smith State Office Building
Albany, NY 12239

Office of the State Comptroller
Bureau of Contracts
110 State St., 11th Floor
Albany, New York
Attn: Consultant Reporting
Fax: (518) 474-8030 or (518) 473-8808

Contractor is advised herein and understands that this information is available for public inspection and copying pursuant to §87 of the New York State Public Officers Law (Freedom of Information Law). In the event individual

Employee names or social security numbers are set forth on a document, the State Agency making such disclosure is obligated to redact both the name and social security number prior to disclosure. Further information is available in Section XI.18.C of the Office of the State Comptroller's Guide to Financial Operations (http://www.osc.state.ny.us/agencies/guide/MyWebHelp/), "Consultant Disclosure Legislation."

Instructions for Completing Form A and B:
Form A and Form B should be completed for Contracts for consulting services in accordance with Section XI.18.C of the Office of the State Comptroller's Guide to Financial Operations (http://www.osc.state.ny.us/agencies/guide/MyWebHelp/), "Consultant Disclosure Legislation," and the following:

A. Form A - Contractor's Planned Employment Form (available from and submitted to the using Agency, if necessary.) (Form AC-3271-S: http://www.osc.state.ny.us/agencies/forms/index.htm)

B. Form B - Contractor's Annual Employment Report (to be completed by May 15th of each year for each consultant Contract in effect at any time between the preceding April 1st through March 31st fiscal year and submitted to the CS, OSC and procuring Agency.) (Form AC-3272-S: http://www.osc.state.ny.us/agencies/forms/index.htm)

Scope of Contract: choose a general classification of the single category that best fits the predominate nature of the services provided under the Contract.

Employment Category: enter the specific occupation(s), as listed in the O*NET occupational classification system, which best describes the Employees providing services under the Contract.

*(Note: Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at online.onetcenter.org to find a list of occupations.)*

Number of Employees: enter the total number of Employees in the employment category employed to provide services under the Contract during the report period, including part time Employees and Employees of subcontractors.

Number of Hours: enter the total number of hours worked during the report period by the Employees in the employment category.
Amount Payable under the Contract: enter the total amount paid by the State to the State Contractor under the Contract, for work by the Employees in the employment category, for services provided during the report period.

SOFTWARE

Software offered must be in a format that does not require any conversion by the Authorized User and shall meet the following additional requirements:

1. The Software is available as part of the Contractor's standard commercial offerings; and
2. The Software is directly related to the operational function or the remote administration of the Audio Visual of the Audio Visual Equipment

Any Software currently on the NYS Miscellaneous Software Catalog contract Prohibited List is excluded from purchase under this Contract, except when the Software is pre-loaded on the Audio Visual Equipment at the time of purchase. The Prohibited List may be accessed on the OGS website:
http://www.ogs.ny.gov/purchase/snt/awardnotes/79518Prohibited.pdf.

Software offered under this Contract shall be licensed in accordance with the Software developer's standard license and warranty terms.

RELATED THIRD PARTY PRODUCTS

Third Party Products which meet and comply with all of the following criteria may be authorized for sale under this Contract:
1. The Third Party Product is available as part of the Contractor's standard commercial offerings.
2. The Third Party Product fits the scope of and is directly related to the operation of Products that fit the scope of the Contract.

If the Third Party Product is available on another NYS Contract, such item will only be approved for inclusion on this Contract in accordance with Section titled, *Overlapping Contract Items*. If the Third Party Product is not available on another NYS Contract, then price reasonableness must be established in order for such item to be added to the Contract.

USE OF RESELLERS/DISTRIBUTORS/ALTERNATE CHANNEL PARTNERS

Contractor must provide service, sales and support staff to service Authorized Users geographically located at multiple purchasing locations throughout New York State. Contractor shall ensure that sufficient resources are available directly, or through authorized Resellers to ensure maximum service capability throughout the State. The State agrees to permit Contractor to utilize approved, designated value added resellers (VARs), distributors, dealers, and sales agents to participate as alternate channel partners (collectively referred to as "Resellers") for Contractor. Such participation is subject to the following conditions:

1. Designation of Reseller(s): Contractor shall specify whether orders must be placed directly with Contractor, or may be placed directly with designated Reseller(s). When Reseller(s) are submitted for approval, Contractor must provide the State, in advance, with all necessary ordering information, billing addresses, Federal Identification Numbers, and NYS Vendor Identification Numbers in the format requested in Reseller Directory. Failure to accurately provide all required information may result in processing delays.

2. Conditions of Participation: Reseller(s) must be approved in advance by the State as a condition of eligibility under the Contract. The State also reserves the right to rescind any such participation or request that Contractor name additional Resellers, in the best interests of the State, at the State's sole discretion, at any time. Contractor shall have the right to qualify Reseller(s) and their participation as fulfillment agents under this Contract by product line, contracting program (e.g., government/educational sales), geographic region, size/sales volume, technical training or other criteria ("qualifying criteria"), provided that: i) such qualifying criteria are uniformly applied to all potential Resellers based upon Contractor's established, neutrally applied commercial/governmental program criteria, and not to a particular procurement; ii) all general categories of qualifying criteria must be disclosed by the Contractor to the State, in advance, at the beginning of the Contract term; iii) those qualifying criteria met by the Reseller must be identified on the form provided in Reseller Directory at the time that Reseller approval is requested under this paragraph; and iv) immediate advance notice is provided to OGS in the event that a change in Reseller's status occurs during the Contract term.

3. All Resellers who have been approved in accordance with the foregoing paragraph shall be eligible to quote lower than Contract pricing for procurements under this Contract which meet their qualifying criteria. Except as otherwise set forth in Reseller Directory, Contractor warrants and represents that it shall not, directly or indirectly, by agreement, communication or any other means, restrict any Reseller's participation or ability to quote a particular order. Reseller Directory updates will be allowed no more than twice annually. On the first business day of the month following the sixth and twelfth months of each contract year, Contractors shall be given an opportunity to submit revised Reseller Directories electronically. When submitting Reseller Directory updates, Contractors shall be required to separately specify additions, deletions, and/or any other changes to the directory in an accompanying communication submitted with the request in order to facilitate a more expeditious review; failure to do so may result in the rejection of the request.

4. Responsibility for Reporting/Performance: Contractor shall be fully liable for Reseller(s)' performance and compliance with all Contract terms and conditions. Product purchased through Reseller(s) must be reported by Contractor in the required monthly reports to the State as a condition of payment. In addition to inclusion of Reseller(s) volume in the Contractor's monthly reporting obligation to the State, at the request of Authorized User, Reseller(s) shall provide Authorized User with quarterly reports of the individual Authorized User's Contract activity with Reseller.

5. Applicability of Contract Terms: Product or services ordered directly through Reseller(s) shall be limited to Products or services currently approved for inclusion under this Contract and shall be subject to all terms and conditions of this Contract as a condition of Reseller participation.

ORDERS

Contractor shall be capable of accepting orders manually, via facsimile, and, electronically via email. As an option, Contractor may also accept orders electronically via the Internet through a web-based ordering system. Contractor shall be required to provide written quotes to Authorized Users who request them prior to placing an order, which

quote details the SKU corresponding with the approved product list, List Price, discount, and Net Price, as applicable.

The web-based ordering system, if offered, shall allow Authorized Users to enter orders and have full order inquiry capabilities. All orders (manual, fax, electronic) shall reference requisition and/or purchase order number as required. If offering a web-based ordering system, the Bidder represents and warrants that it is the sole owner of the software product used for its ordering system, or, if not the owner, has received all proper authorizations from the owner to license the software product, and has the full right and power to grant the rights contained in any Contract resulting from this Invitation for Bids and as described further in Appendix B. Bidder further warrants and represents that the software product is of original development, and/or that the package and its use will not violate or infringe upon any patent, copyright, trade secret or other property right of any other person/company.

The web-based ordering system, if offered, shall be capable of processing, controlling, documenting, and reporting on the following minimum data elements:

- Contractor Name and Address
- Agency/Facility/Political Subdivision, etc.
- Contract Number
- Purchase Order/Requisition Numbers
- Contact (individual placing order)
- SKU/PN & Product Description
- Net Price
- Extended and Total Amounts

If offering a web-based ordering system, the Contractor shall provide any necessary software (excluding communication software) and training guides/manuals or online support in the use of the web-based ordering system at no additional cost to all Authorized Users capable of placing orders electronically. Samples of software and training guides/manuals may be required. If requested, Bidder must demonstrate its system at an Albany, NY area location designated by the State.

MINIMUM ORDER

Minimum order shall be $100.00. Contractor may elect to honor orders for less than the minimum order; however, no additional charges shall be allowed.

NEW YORK STATE PURCHASING CARD

See "Purchasing Card" in Appendix B, OGS General Specifications. Contractors indicated if they will accept the NYS Purchasing Card for orders not to exceed $85,000. For all purchases executed using a New York State Purchasing Card, Contractor shall provide an itemized receipt with each delivery. Contractor shall state the discount offered when using the NYS Purchasing Card on each Contractor's Information page.

INTERNET WEBSITES

The State encourages Contractors to provide a designated NYS Contract website for Authorized Users' direct access. This website will be listed under the Contractor information. The website will be the responsibility of the Contractor to maintain and keep updated. Changes in Products/services or pricing must be approved by Procurement Services prior to addition to the website. Hard copy catalog and pricelists, either in paper format or electronic format, must be available to all Authorized Users who either do not have Internet access or prefer the optional format.

PURCHASE ORDERS AND INVOICING

All Purchase Orders and invoices shall include the Contract number and a line by line listing of separate charges. Order confirmation shall mean that the Contractor has received the purchase order, has reviewed it for compatibility with the Item currently on Contract, has resolved any non-compatibility problems with the Authorized User, and has entered the order, assigned an order number with anticipated delivery date.

PURCHASE ORDERS

Purchase orders are to include the following information:

1. Contract number
2. Contractor name
3. SKU/PN and Product/service description

4. Net Price

INVOICES

Authorized Users are instructed not to process invoices that do not include the required information set forth below. Invoices must be detailed and include in the body of the invoice or an attachment to the invoice **all** of the following items. Failure to comply may result in lengthy payment delays. Original invoices must follow the billing instructions contained in the purchase order. Invoices shall include, at a minimum, the following information:

1. Contract number
2. Contractor name
3. NYS Vendor Identification Number
4. Purchase Order number
5. SKU/PN and Product/service description
6. Line item breakdown of all charges to include Net Price of each Product/service

Cost centers or branch offices within an Authorized User may require separate invoicing as specified by each Authorized User. The Contractor's billing system shall be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users.

BACKORDERING

Backordering shall be permissible only when authorized by the ordering Authorizes User. Contractor must complete orders within the guaranteed delivery period offered.

PACKING SLIPS

A legible packing slip and/or purchase order copy must accompany each shipment. The carton containing packing slip must be so marked.

PRODUCT RETURNS BECAUSE OF QUALITY PROBLEMS

Upon written notification by the Authorized User to the Contractor, Products determined to have quality problems, outdated product, damage, etc., shall be picked up by the Contractor within ten (10) business days after notification with no restocking charge. The Authorized User shall elect whether to receive a replacement product, have the Contractor make any necessary repairs, or receive a credit/refund for the full purchase price. The Authorized User must conduct its inspection, and notify the Contractor within 30 calendar days of delivery.

PRODUCT RETURNS DUE TO AUTHORIZED USER ERROR

Products ordered in error by an Authorized User, except for "made-to-order" or customized products, shall be returned by Authorized User at its expense for credit within fifteen (15) business days of delivery. Standard stock products must be in resalable condition (original packaging, unused). The Contractor may charge a restocking fee--not to exceed ten percent--for product returns due to Authorized User error.

Prior to fulfilling an order for "made-to-order" or customized Products for which returns due to Authorized User error are unavailable, Contractor must notify the Authorized User in writing that such returns will be unavailable, and Contractor must obtain Authorized User's agreement and written approval of the unavailability of such returns, prior to fulfilling the order.

PRODUCT ACCEPTANCE

Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, an Authorized User shall have thirty (30) days from the date of delivery to accept Products. Where the Contractor is responsible for installation, acceptance shall be from completion of installation. Title or other property interest and risk of loss shall not pass from Contractor to the Authorized User until the Products have been accepted. Failure to provide notice of acceptance or rejection or a deficiency statement to the Contractor by the end of the period provided for under this clause constitutes acceptance by the Authorized User as of the expiration of that period.

CONTRACT PAYMENTS

Payments cannot be processed by Authorized Users until the items have been delivered and accepted. Payment will be based on any invoice used in the Contractor's normal course of business. However, such invoice must contain all requirements in Section *Purchase Orders and Invoicing*.

CONTRACT ADMINISTRATOR

Contractor must provide a dedicated Contract Administrator to support the updating and management of the Contract on a timely basis. Contractor must notify OGS within five (5) Business Days if its Contract Administrator changes, and provide an interim contact person until the position is filled. Changes to Contractor contact information, including the designation of a new Contract Administrator, shall be submitted electronically via e-mail to the OGS Contract Management Specialist.

TOLL-FREE NUMBER

A Contractor must provide a toll-free telephone number for the Authorized User usage. Contractor must staff this toll-free number at a minimum from 8:00 a.m. to 5:00 p.m. ET Monday through Friday, excluding NYS holidays. If Contractor does not currently maintain a toll-free number, the Contractor must be willing to establish one prior to award of Contract.

INSURANCE REQUIREMENTS

The Contractor shall procure, at its sole cost and expense and shall maintain in full force at all times during the term of this Contract, all policies of insurance pursuant to the requirements outlined in Insurance Requirements of the bid solicitation.

PERFORMANCE AND BID BONDS

There are no bonds for this Contract. In accordance with Appendix B, *Performance/Bid Bond*, the Commissioner of OGS has determined that no performance, payment or Bid bond, or negotiable irrevocable letter of credit or other form of security for the faithful performance of the Contract shall be required at any time during the Term of the resulting Contract.

REPORT OF CONTRACT USAGE

Contractor shall furnish a report of all Product provided under the Contract during each semiannual period, no later than the 15th of the month following the close of each half year. Purchases by Non-state agencies, political subdivisions and others authorized by law shall be reported in the same report and indicated as required. A template for such report is included in Attachment 9, Contract Usage Report. All fields of information shall be accurate and complete. The report is to be submitted electronically via electronic mail utilizing the template provided in Microsoft Excel 2013, or lower version (or as otherwise directed by OGS), to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, Award Number, Contract Number, Sales Period, and Contractor's (or other authorized agent) Name, and all other fields required. OGS reserves the right to amend the report template during the Contract term.

AUTHORIZED USER SALES REPORT

Upon written request by an Authorized User, the Contractor shall furnish to such Authorized User, on a monthly basis, a report listing the following: name of products purchased, quantity purchased, unit price and total dollar volume of purchases.

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR EQUAL EMPLOYMENT AND BUSINESS PARTICIPATION OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND NEW YORK STATE CERTIFIED MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

POLICY STATEMENT

The New York State Office of General Services ("OGS"), as part of its responsibility, recognizes the need to promote the employment of minority group members and women and to ensure that certified minority and women-owned business enterprises have opportunities for maximum feasible participation in the performance of OGS contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority- and women-owned business enterprises had a full and fair opportunity to participate in State contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority- and Women-Owned Business Enterprises: Evidence from New York" (the "Disparity Study"). The Disparity Study found evidence of statistically significant disparities between the level of participation of minority- and women-owned business enterprises in State procurement contracting versus the number of minority- and women-owned business enterprises that were ready, willing and able to participate in State procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment

and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that OGS establish goals for maximum feasible participation of New York State certified minority- and women-owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS
The Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over $25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State agency (the "Work") except where the Work is for the beneficial use of the Contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

Contractor further agrees to submit with the bid a staffing plan on Form EEO 100 identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to OGS, a workforce utilization report on Form EEO 101, identifying the workforce actually utilized on the Contract if known.

Further, pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES (MWBEs)
New York State Executive Law Article 15-A requires that OGS provide opportunities for the maximum feasible participation of New York State certified minority- and women-owned business enterprises in the performance of OGS contracts. OGS has determined that it will not place MWBE participation goals on contracts resulting from this procurement because there are not sufficient subcontracting opportunities available in the audio visual industry as related to the purchases of audio visual equipment and accessories. However, contractors should use good faith efforts to engage MWBEs as subcontractors to the extent that such opportunities exist. Additionally, OGS strongly encourages all certified minority- and women-owned businesses to submit a proposal in response to this Solicitation. Finally, OGS encourages those minority- and women-owned companies that are not certified by the Empire State Development Division of Minority- and Women-Owned Businesses to become certified at the earliest opportunity. Information regarding the certification process can be viewed at:
http://esd.ny.gov/MWBE/Certification.html

NEW YORK STATE FINANCIAL SYSTEM (SFS)

New York State is currently operating on an Enterprise Resource Planning (ERP) system, Oracle PeopleSoft software, referred to as the Statewide Financial System (SFS). SFS is currently on PeopleSoft Financials version 9.2 Bundle 18, operating on PeopleTools version 8.49.33.

The State is also implementing an eProcurement application that supports the requisitioning process for State Agencies to procure goods and services in SFS. This application provides catalog capabilities. Vendors with centralized contracts have the ability to provide a "hosted" or "punch-out" catalog that integrates with SFS and is available to Authorized Users via a centralized eMarketplace website. There are no fees required for a Vendor's participation in the catalog site development or management. Upon completion and activation of an on-line catalog, State agencies will process their orders through the SFS functionality and other Authorized Users can access the catalog site to fulfill orders directly.

The State is also implementing the PeopleSoft Inventory module in the near future to track inventory items within the item master table. Further information regarding business processes, interfaces, and file layouts may be found at: www.sfs.ny.gov and http://www.osc.state.ny.us/agencies/guide/MyWebHelp/.

USE OF RECYCLED OR REMANUFACTURED MATERIALS

The New York State, as a member of the Council of Great Lakes Governors, supports and encourages vendors to use recycled, remanufactured or recovered materials in the manufacture of products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the product or packaging unless such use is precluded due to health or safety requirements or product specifications contained herein. Refurbished or remanufactured components or products are required to be restored to original performance and regulatory standards and functions and are required to meet all other requirements of this Bid solicitation. Warranties on refurbished or remanufactured components or products must be identical to the manufacturer's new equipment warranty or industry's normal warranty when remanufacturer does not offer new equipment. See "Remanufactured, Recycled, Recyclable or Recovered Materials" in Appendix B, Section 13, *Remanufactured, Recycled, Recyclable or Recovered Materials.*

BULK DELIVERY AND ALTERNATE PACKAGING

New York State encourages the use of innovative packaging that reduces the weight of packaging and the generation of packaging waste. A contractor is encouraged to use reusable materials and containers and to utilize packaging configurations that take advantage of storage containers designed to be part of the product for the shipment of multi-unit purchases. New York State recognizes that these packaging methods are in the development stage and may not be currently available. Authorized Users are urged to inquire about these programs at the time of purchase and determine the best solution for their needs.

SURPLUS/TAKE-BACK/RECYCING

1. A State agency is reminded of its obligation to comply with the NY State Finance Law §§167, Transfer and Disposal of Personal Property, and 168, The Management of Surplus Computer Equipment, regarding transfer and disposal of surplus personal property before utilizing take-back, recycling, or other options for disposition of equipment that is still in operable condition.

2. If Contractor offers a take-back/recycling program, then Contractor shall provide a record of disposition to each Authorized User who participates in the take-back/recycling program for units transferred for disposition. Contractor shall provide documentation that the units were disposed of in an environmentally sound manner in compliance with applicable local, state and federal laws. See Section 3 below for specific requirements governing electronic equipment recycling.

3. The NYS Department of Environmental Conservation (DEC) Electronic Equipment Recycling and Reuse Act ("Act") (Environmental Conservation Law, Article 27, Title 26, Electronic Equipment Recycling and Reuse), requires manufacturers to establish a convenient system for the collection, handling, and recycling or reuse of electronic waste. If Contractor is a manufacturer of electronic equipment covered by the Act, Contractor agrees to comply with the requirements of the Act. More information regarding the Act can be found on the DEC website at: http://www.dec.ny.gov/chemical/65583.html.

4. If a Contractor offers a take-back/recycling program or offers an electronic equipment recycling program pursuant to the Act, and an Authorized User participates in same, then the Authorized User shall ensure the destruction of all data from any hard drives surrendered with the machines/covered electronic equipment. Contractor shall not require an Authorized User to surrender the hard drive, as an Authorized User may wish to retain the hard drive for security purposes. Contractor shall advise the Authorized User in advance if the retention of the hard drive results in additional fees or reduction in trade-in value. It is recommended that an Authorized User use a procedure for ensuring the destruction of confidential data stored on hard drives or other storage media that meets or exceeds the National Institute of Standards and Technology (NIST) Guidelines for Media Sanitation as found in NIST Special Publication 800-88.

ENVIRONMENTAL ATTRIBUTES AND NYS EXECUTIVE ORDER NUMBER 4

New York State is committed to environmental sustainability and endeavors to procure products with reduced environmental impact. One example of this commitment may be found in Executive Order No. 4 (Establishing a State Green Procurement and Agency Sustainability Program), which imposes certain requirements on state agencies, authorities, and public benefit corporations when procuring commodities, services, and technology. More information on Executive Order No. 4, including specifications for offerings covered by this Contract, may be found at: http://ogs.ny.gov/EO/4/Default.asp. State entities subject to Executive Order No. 4 are advised to become familiar with the specifications that have been developed in accordance with the Order, and to incorporate them, as applicable, when making purchases under this Contract.

PREFERRED SOURCE PRODUCTS

Section 162 of the State Finance Law requires that agencies, including Executive Agencies, afford first priority to the products/services of preferred source suppliers such as Corcraft (the marketplace name for the NYS Department of Corrections and Community Supervision, Division of Industries), New York State Preferred Source Program for People who are Blind (NYSPSP), and New York State Industries for the Disabled (NYSID), and others determined by law, when such products/services meet the form, function and utility of the agency. Some products/services in the resultant Contract(s) may be available from one or more preferred sources. An Authorized User must determine if a particular commodity or service is approved for a Preferred Source and follow the requirements of State Finance Law Section 162(3) or (4)(b), respectively, before engaging the Contractor.

NEW YORK STATE VENDOR RESPONSIBILITY

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS or her designee, her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS or her designee issues a written notice authorizing a resumption of performance under the Contract. The Contractor agrees that if it is found by the State that the Contractor's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of OGS or her designee to be non-responsible. In such event, the Commissioner of OGS or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

NEW YORK STATE TAX LAW SECTION 5-A

Tax Law Section 5-a requires certain Contractors awarded state Contracts for commodities, services and technology valued at more than $100,000 to certify to NYS Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to Contracts where the total amount of such Contractors' sales delivered into New York State is in excess of $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

Contractors may consult with DTF's website at http://www.tax.ny.gov/ for additional information and frequently asked questions.

OVERLAPPING CONTRACT ITEMS

Products/services available in the resulting Contract may also be available from other New York State Contracts. Authorized Users will be advised to select the most cost effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection.

"OGS OR LESS" GUIDELINES

Purchases of the Products included in the IFB and resulting Contract are subject to the "OGS or Less" provisions of State Finance Law §163(3) (a) (v). This means that State Agencies can purchase products from sources other than the Contractor provided that such products are substantially similar in form, function or utility to the products herein and are:

1. lower in price

-and/or-

2. available under terms which are more economically efficient to the State Agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State Contractor an opportunity to match the non-contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office and competitive bidding of requirements exceeding the discretionary bid limit. State Agencies should refer to Procurement Council Guidelines for additional information.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Appendix B, Sections 2, *Definitions* ("Authorized User") and 26, *Participation in Centralized Contracts*. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State. Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www.ogs.state.ny.us). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services' Customer Services at 518-474-6717.

NOTE TO ALL NON-STATE AGENCIES AND BIDDERS

All such participating non-State agencies and Bidders understand, acknowledge and agree that the primary responsibility in regard to performance of the Contract, of any obligation, covenant, condition or term thereunder by either such party thereto shall be borne and is expressly assumed by the participating non-State agencies and Contractor and not by the State. In the event of a failure or breach in performance of any such Contract by a non-State Agency or Contractor, the State specifically and expressly disclaims any and all liability for such defective performance or breach, and the eligible participating non-State agencies and Contractor guarantee to save the State, its officers, agents and employees harmless from any liability that may be or is imposed by the failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of the State Centralized Contract.

EXTENSION OF USE

The contract may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting State) and the Contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant Contract 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.

EMERGENCY PURCHASING

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of products or services, the Commissioner reserves the right to obtain such products and services from any source, including but not limited to this Contract, as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

CONTRACTOR PERFORMANCE

Authorized Users should notify the Procurement Services Contract administrator promptly if the Contractor fails to meet the requirements of this Contract. Performance which is otherwise unsatisfactory to the Authorized User should also be reported to Procurement Services.

MERCURY-ADDED CONSUMER PRODUCTS

Contractor agrees that it will not sell or distribute fever thermometers containing mercury or any products containing elemental mercury for any purpose under this Contract.

RESERVATION

The State reserves the right to negotiate lower pricing, or to advertise for bids, any unanticipated excessive purchase. An "unanticipated excessive purchase" is defined as an unexpected order for a Contract product(s) totaling more than $75,000.00.

AMERICANS WITH DISABILITIES ACT (ADA)

The Federal ADA Act, signed into law July 26, 1990, bars employment discrimination and requires all levels of Government to provide necessary and reasonable accommodations to qualified workers with disabilities. Contractors are required to identify and offer any software or hardware products they manufacture or adapt which may be used or adapted for use by visually, hearing, or any other physically impaired individuals. Although it is not mandatory for Contractors to have this equipment in order to receive an award, it is necessary to identify any such equipment offered they have which falls into the above category.

ADDITIONAL REQUIREMENTS

1. NO DRUGS OR ALCOHOL
   For reasons of safety and public policy, in any Contract resulting from this procurement, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.

2. TRAFFIC INFRACTIONS
   The State will not be liable for any expense incurred by the Contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.

APPENDIX A

Appendix A, Standard Clauses For New York State Contracts, dated January 2014, attached hereto, is hereby expressly made a part of this bid document as fully as if set forth at length herein. Please retain this document for future reference and do not return to OGS as part of the bid submission.

APPENDIX B

Appendix B, Office of General Services General Specifications, dated May 2015, attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein and shall govern any situations not covered by this bid document or Appendix A. Please retain this document for future reference and do not return to OGS as part of the bid submission.

APPENDIX B AMENDMENTS

Appendix B, § 60, Indemnification is hereby deleted and replaced with the following:
Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully defend, indemnify and hold harmless the Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from this Contract, without limitation; provided, however, that the Contractor shall not indemnify to the extent any claim, loss or damage arising hereunder is due to the negligent act, failure to act, gross negligence or willful misconduct of the Authorized Users.

The Authorized User shall give Contractor: (i) prompt written notice of any action, claim or threat of suit, or other suit for which Contractor is required to fully indemnify an Authorized User, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action, claim or suit at the expense of Contractor. Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, if it determines there is an issue involving a significant public interest.

In the event that an action or proceeding at law or in equity is commenced against the Authorized User arising out of a claim for death, personal injury or damage to real or personal tangible property caused by any intentional or willful act, gross negligence, or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from the Products supplied under this Contract, and Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the New York State Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract

and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event attempt to secure a continuance to permit the State and the Authorized User to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the State and Authorized User may have. In the event of a dispute regarding the defense, the Contractor and the Attorney General shall try to reach an amicable resolution, but the Attorney General shall have the final determination on such matters.

NOTICE: THIS CONTRACT AWARD NOTIFICATION CONTAINS A SUBSET OF INFORMATION FROM THE SOLICITATION. CONTRACTS RESULTING FROM SOLICITATION 22844 HAVE BEEN EXECUTED BY CONTRACT AWARD LETTER. THE CONTRACT AWARD LETTER SETS FORTH THE ORDER OF PRECEDENCE FOR THE TERMS AND CONDITIONS OF THE EXECUTED CONTRACTS. COMPLETE CONTRACT DETAILS INCLUDING TERMS AND CONDITIONS CAN BE FOUND IN THE SOLICITATION DOCUMENT DATED REVISED SEPTEMBER 29, 2015.

State of New York
Office of General Services
Procurement Services
Contract Performance Report

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one Contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.:_____ **Contractor**._____

Describe Product* Provided (Include Item No., if available):_____

***Note**: "**Product**" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments:_____

_____

_____(over)

Agency:_____ Prepared by:_____

Address:_____ Title:_____

_____ Date:_____

_____ Phone:_____

_____ E-mail:_____

Please detach or photocopy this form & returned to:

OGS Procurement Services
Customer Services, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
customer.service@ogs.ny.gov
* * * * *

NEW YORK STATE OF OPPORTUNITY. | Office of General Services | Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | http://nyspro.ogs.ny.gov | customer.service@ogs.ny.gov | 518-474-6717

Supplemental Contract Award Notification

Title	:	**Group 38806 – Audio Visual Equipment and Accessories (Statewide)** **Classification Code(s): 45**
Award Number	:	**22844-E***
Contract Period	:	**May 26, 2016 – April 14, 2021**
Bid Opening Date	:	**October 7, 2015**
Date of Issue	:	**May 26, 2016**
Specification Reference	:	**As Incorporated Herein**
Contractor Information	:	**Appears on Page 2 of this Award**

Address Inquiries To:

State Agencies & Vendors		Political Subdivisions & Others	
Name :	Jennifer L. Clapham	Procurement Services Customer Services	
Title :	Contract Management Specialist		
Phone :	518-474-2906	Phone :	518-474-6717
E-mail :	jennifer.clapham@ogs.ny.gov	E-mail :	customer.services@ogs.ny.gov

Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.

Description

NOTICE: THIS CONTRACT AWARD NOTIFICATION CONTAINS A SUBSET OF INFORMATION FROM THE SOLICITATION. CONTRACTS RESULTING FROM SOLICITATION 22844 HAVE BEEN EXECUTED BY CONTRACT AWARD LETTER. THE CONTRACT AWARD LETTER SETS FORTH THE ORDER OF PRECEDENCE FOR THE TERMS AND CONDITIONS OF THE EXECUTED CONTRACTS. COMPLETE CONTRACT DETAILS INCLUDING TERMS AND CONDITIONS CAN BE FOUND IN THE SOLICITATION DOCUMENT DATED REVISED SEPTEMBER 29, 2015.

This contract provides Authorized Users with a means of acquiring new Audio Visual equipment and accessories for delivery throughout New York State. Products for purchase by all Authorized Users **include**, but are not limited to Audio, Cameras, Cases & Bags, Non-Cloud Content Management, AV Control, Displays, Interactive Displays, AV Furniture, Mounts & Rigging, Cables, Presentation, Production and Lighting, AV Signal. Management, Routing and Switching, Mobile Presentation Carts/Portable AV Systems, and Related Third Party Products pursuant to Section titled, *Related Third Party Products*. Related options, accessories, consumables, parts, software, maintenance and support services, including, but not limited to, limited installation, networking, extended warranties, maintenance and other related professional services, including for EOL Equipment. **Excluded**: stand-alone computers and tablets, cloud-based products and services, design services, installation services which are considered Public Works in accordance with New York State Labor Law.

This Contract Award Notification contains MWBE goals of 0% MBE and 0% WBE.

PR #22844

CONTRACT #	CONTRACTOR	FED.IDENT.#	NYS VENDOR#
PC67546	Digital Projection Inc.	58-2248078	1100152027
PC67547	Epson America, Inc.	95-2935679	1000057967
PC67439	FrontRow Calypso LLC	45-3477709	1100144906
PC67548	Lumens Integration, Inc.	94-3395182	1100153414

For complete Contractor contract information and Pricing information for this Award, please see the Contractor Information page located on the OGS Website at: http://www.ogs.ny.gov/purchase/spg/awards/3880622844Can.htm

Cash Discount and/or Early Payment Discount, If Shown, Should be Given Special Attention.
INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "INVOICING AND PAYMENT" in this document.)

AGENCIES SHOULD NOTIFY PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible. Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,

- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

ORDER OF PRECEDENCE

The list of documents below address clarifications agreed to by the Contractor and the Office of General Services (OGS) and resolved by the parties and set forth herein in an order of precedence for the Contract award. The documents listed below were included in Solicitation #22844 or provided by the Contractor. Unless otherwise set forth in the procurement or contract documents, conflicts among documents shall be resolved in the following order of precedence:

1. Appendix A (January 2014), Standard Clauses for NYS Contracts (previously provided);
2. Contract Award Letter;
3. Revisions and Clarifications to Bid Specifications dated August 11, 2015, September 10, 2015, September 21, 2015, and September 29, 2015 (previously provided);
4. Invitation for Bids #22844 (Revised September 29, 2015) including all Appendices and Attachments referenced therein (previously provided);
5. Contractor's Bid Prices as stated in Attachment 1 – Pricelist
6. Contractor's Bid

OVERVIEW

This Contract provides Authorized Users with a means of acquiring new Audio Visual equipment and accessories for delivery throughout New York State. Products for purchase by all Authorized Users are described in the Section titled, *Scope*.

Procurement Instructions describing requirements for Authorized Users to purchase from the Centralized Contract are found in the Section titled, *Procurement Instructions*.

ESTIMATED QUANTITIES

All quantities or dollar values listed within this Contract are estimates. No specific quantities or volumes are represented or guaranteed and the State provides no guarantee of individual Authorized User participation. The Contractor(s) must furnish all quantities or dollar values actually ordered. The anticipated dollar value of the award for this IFB, based on historical purchases under previous awards was approximately $20 million annually. The individual value of each resultant Contract is indeterminate and will depend upon the number of Contracts issued and the competitiveness of the pricing offered. Authorized Users will be encouraged to purchase from Contractors who offer the Products, services and pricing that best meets their needs in the most practical and economical manner. See Appendix B, §29, *Estimated/Specific Quantity Contracts* and §26, *Participation in Centralized Contracts*.

Numerous factors could cause the actual value of the Contract to vary substantially from the historical value. Such factors include, but are not limited to, the following:

- The Contract is a nonexclusive Contract;
- There is no guarantee of volume to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases;
- The individual value of the Contract is indeterminate and will depend upon actual Authorized User demand, and actual quantities ordered during the Contract period; and,
- The State reserves the right to terminate the Contract for cause or convenience prior to the end of the term pursuant to the terms and conditions of the Contract.

In Procurement Service's experience, depending on the price of a particular item, the actual volume of purchases for that Product could be substantially in excess of, or substantially below, estimated volumes. Specifically, if actual Contract pricing is lower than anticipated or historical pricing, actual quantities purchased could be substantially greater than the estimates; conversely, if actual contract pricing is higher than anticipated or historical pricing, actual quantities purchased could be substantially lower than the estimates. Contractor acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the Contract could vary substantially from the estimates/historical values provided in this Contract.

DEFINITIONS

Terms used in the IFB documents that have a capitalized first letter shall be defined in accordance with Appendix B, §2 *Definitions*, which is hereby incorporated by reference. The following definitions shall apply:

1. **"Audio Visual (AV) Equipment"** refers to a broad range of equipment generally used in media, science, education, and entertainment to engage the senses of sight and sound, as further specified in Section titled, *Scope*.
2. **"Cloud"** shall mean any Product or service sold as an "as a service" offering or in which Authorized User data is transmitted, acted upon, or stored on non-Authorized User equipment. This may include, but is not limited to, hosted applications, managed security services, and off-site data storage. Cloud includes IaaS, PaaS, SaaS, and XaaS.
3. **"End-of-Life (EOL) Equipment"** refers to Audio Visual Equipment Products that may be nearing the end of their useful life or that an OEM is no longer manufacturing, but which the OEM continues to provide support. EOL Equipment includes equipment currently deployed by Authorized Users, also commonly referred to as legacy equipment.
4. **"List Price"** shall mean Manufacturer's Suggested Retail Price.
5. **"Maintenance"** refers to service and support activities to maintain Audio Visual Equipment in full working order. Maintenance includes, but is not limited to the following: preventative maintenance, troubleshooting and repair, scheduled cleanings, online and telephone support, and remote and on-site diagnostics.
6. "**MWBE"** shall refer to a business certified with NYS Empire State Development (ESD) as a Minority and/or Women-owned Business Enterprise.
7. **"N/A"** is a common abbreviation for *not applicable* or *not available*, used to indicate when information in a certain field on a table is not provided, either because it does not apply to a particular case in question or because it is not available.
8. **"Net Price"** Shall be List Price less all applicable discounts and shall be the price paid by Authorized Users of the resultant Contract.
9. **"NYS Vendor ID"** shall refer to the ten-character identifier issued by New York State when a vendor is registered on the Vendor File.
10. **"Original Equipment Manufacturer (OEM)"** a company that has its name, Product name or logo branded on the Audio Visual Equipment.
11. **"Preferred Source Products"** shall refer to those commodities or services that have been approved in accordance with State Finance Law §162.
12. **"Preferred Source Program"** shall refer to the special social and economic goals set by New York State in State Finance Law §162 that require a governmental entity purchase select commodities and services from designated organizations when the commodities or services meet the "form, function and utility" requirements of the governmental entity. Under State Finance Law §163, purchases of commodities and services from preferred sources are given the highest priority and are exempt from the competitive bidding requirements. The New York State preferred sources include: Corcraft; New York State Preferred Source Program for People who or Blind (NYSPSP; New York State Industries for the Disabled (NYSID); and the Office of Mental Health (OMH). These requirements apply to a State Agency, political subdivision and public benefit corporation (including most public authorities).
13. **"Procurement Services"**((formerly known as NYSPro or Procurement Services Group (PSG)) shall mean a division of the New York State Office of General Services which is authorized by law to issue centralized, statewide Contracts for use by New York agencies, political subdivisions, schools, libraries and others authorized by law to participate in such Contracts. The terms NYSPro and PSG may be used interchangeably for purposes of this Solicitation.
14. **"Resellers"** any model for distribution of Product other than direct from the Contractor. Resellers include but are not limited to approved value added resellers (VARs), distributors, dealers, sales agents, and alternate channel partners.
15. **"Software"** programs or applications required for functioning or Networking of the Audio Visual Equipment. Software shall work directly with the Contractor's Product and be directly related to the operational functioning of the Audio Visual Equipment; or be related to the remote administration of the Audio Visual Equipment.
16. **"Third Party Products"** refers to Products not directly produced or manufactured by the OEM. Third Party Products that meet all criteria pursuant to Section titled, *Related Third Party Products* are within the scope of this Contract.
17. **"Total Order Price"** shall be defined as the aggregate purchase order amount for Audio Visual Equipment, Maintenance, Software, and Software Maintenance placed by the Authorized User under this Contract in the immediately prior twelve month period.

In addition to the above definitions, the following terms are defined as follows regardless of whether they are or are not capitalized:

18. **"May"** denotes the permissive in a Contract clause or specification. Refers to items or information that the State has deemed are worthy of obtaining, but not required or obligatory. Also see "Should".
19. **"Must"** denotes the imperative in a Contract clause or specification. Means required - being determinative/mandatory, as well as imperative. Also see "Shall" and "Mandatory".
20. **"Shall" d**enotes the imperative in a Contract clause or specification. Means required - being determinative/mandatory, as well as imperative. Also see "Must" and "Mandatory".
21. **"Should"** denotes the permissive in a Contract clause or specification. Refers to items or information that the State has deemed are worthy of obtaining, but not required or obligatory. Also see "May".

SCOPE

These discount from pricelist Contracts provide Authorized Users with a means of acquiring Audio Visual Equipment and Accessories. Audio Visual Equipment and Accessories include, but may not be limited to:

1. Audio (microphones; speakers; acoustic materials; headphones, headsets, ear sets; public address, paging & background music systems; sound masking & speech privacy systems; language interpretation; soundfield systems; assistive listening; listening centers/stations; radio communications systems; tour group systems; amplification systems)
2. Cameras (cameras special application; camera auxiliary equipment; camcorders; camera controls; camera supports; cameras – studio video; digital cameras, still)
3. Cases & Bags (protective cases; soft equipment bags)
4. Non-Cloud Content Management (digital & streaming media distribution equipment; content recording & storage systems)
5. AV Control (AV control panels & interfaces; control systems)
6. Displays (displays & monitors; televisions; video walls)
7. Interactive Displays (Overlays, Frames, Signage)
8. AV Furniture (AV stands; lifts; consoles; podiums; monopods & tripods)
9. Mounts & Rigging (mounts; hardware; rigging)
10. Cables (cables & connectors)
11. Presentation (whiteboards; projectors & accessories; projection screens; marker boards & easels; presentations & training aids; annotations; documentation cameras (visualizers); presentation & environmental controls; audience response systems)
12. Production & Lighting (audio production equipment; production recording equipment; video production and editing equipment; lighting control systems; lighting fixtures; portable lighting; lighting auxiliary equipment; production duplication)
13. AV Signal Management, Routing and Switching (VGA, USB, HDMI, DVI, and other display port switches)
14. Mobile Presentation Carts/Portable AV Systems
15. Related Third Party Products that meet all criteria pursuant to Section titled, *Related Third Party Products*.

A Contractor who offers any of the Product types above may also offer related accessories, options, consumables, parts, Software, maintenance and support services, including, but not limited to: limited installation (excluding installation work which is considered Public Works in accordance with New York State Labor Law [see Section titled, *Assembly/Configuration/Installation/Networking Services*]), networking, extended warranties, maintenance and other related professional services for the Audio Visual Equipment.

A Contractor may also offer related accessories, options, consumables, parts, Software (See Section titled, *Software*), maintenance and support services for EOL Equipment that is within the scope of the Products referenced above.

Excluded Products and Services

The following Products and/or Services are specifically excluded from the scope of this Solicitation and resulting Contracts:

1. Standalone Computers and Tablets
2. Cloud-based Products or offerings
3. Design services
4. Installation services which are considered Public Works in accordance with New York State Labor Law (see Section titled, *Maintenance and Support Services*)

LIST OF CONTRACTORS AND MANUFACTURER PRODUCT CATEGORIES

Please refer to each Contractor's Information page and Pricelist for more information.

	Audio	Cameras	Cases & Bags	Non-Cloud Content	AV Control	Displays	Interactive Displays	AV Furniture	Mounts and Rigging	Cables	Presentation	Production & Lighting	AV Signal	Mobile Presentation	Third Party Products
Digital Projection Inc.						X					X				
Epson America, Inc.	X	X	X		X	X	X		X	X	X			X	X
FrontRow Calypso LLC	X				X						X		X	X	
Lumens Integration, Inc.		X									X				

PROCUREMENT INSTRUCTIONS

1. The Contracts resulting from this IFB will be centralized Contracts issued under a multiple award structure. Products and services offered under the Contracts, pricing, and other Contract information will be posted to the OGS website or the awarded Contractors' dedicated NYS websites. Authorized Users shall procure Products and services that best meet their form, function and utility requirements.

2. Before proceeding with a purchase, Authorized Users shall check the list of Preferred Source offerings. Authorized Users are reminded that they must comply with State Finance Law §162, which requires that agencies afford first priority to the commodities/services of Preferred Source suppliers such as Correctional Industries (Corcraft), NYS Preferred Source Program for People Who are Blind (NYSPSP), and NYS Industries for the Disabled (NYSID), when such commodities/services meet the form, function and utility of the Authorized User.

3. Where commodities/services are not available from Preferred Source suppliers in the form, function and utility required by the Authorized User, Authorized Users shall purchase from the centralized Contracts awarded herein. The basis for selection among multiple contracts at the time of purchase shall be the most practical and economic alternative and shall be in the best interests of the State. Therefore, Authorized Users are strongly encouraged to obtain quotes from at least three (3) Contractors prior to issuing a purchase order, in order to ensure that the Authorized User is receiving the best possible pricing.

4. When placing Purchase Orders under the Contract(s), the Authorized User should be familiar with and follow the terms and conditions governing its use. The Authorized User is accountable and responsible for compliance with the requirements of public procurement processes. The Authorized User, when purchasing from OGS Contracts, should hold the Contractor accountable for Contract compliance and meeting the Contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, Authorized Users are encouraged to seek improved pricing whenever possible. Authorized Users have the responsibility to document purchases which should include:

   - statement of need and associated requirements;
   - obtaining all necessary prior approvals;
   - a summary of the Contract alternatives considered for the purchase; and
   - the reason(s) supporting the resulting purchase (e.g., show that basis for the selection among multiple Contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

5. Authorized Users will issue purchase orders directly to the Contractor or the Contractor's authorized Reseller (if applicable), as specified by the Contractor, and specify any shipping/delivery requirements and/or statements of work for services (if applicable).

6. Upon Authorized User acceptance of Products and/or services itemized on the purchase order, Contractor will invoice Authorized User for any portion of Products and/or services accepted, and accordingly, Authorized User will arrange for payment. Contractor shall provide itemized invoicing for all Products and services.

   Note: Contractor must disclose any forms or other order information that Contractor will attach to orders or require to be completed with Authorized User purchases. Documents which contain additional terms or conditions must receive pre-approval by OGS for use under the Contract. Additional terms or conditions that were not pre-approved by the Authorized User or which conflict with the Contract terms and conditions are void and unenforceable at the sole discretion of the State.

PRICE

All prices are freight on board (F.O.B.) destination tailgate delivery at the dock of the Authorized User (see Appendix B, §34b, Shipping Charges) including all customs, duties and charges to any destination in New York State. Standard shipping costs are to be prepaid by Contractor and, when determining the NYS Net Price, shall not be separately added to the Authorized User's invoice.

The percentage discount offered to Authorized Users may, at the Contractor's option, be increased based on individual orders. Discounts may be greater, but in no instance may they be lower than the awarded discount. See Section titled, *Contract Pricelist Update Procedures.*

Contractor's pricing information is included in the posted Pricelist linked from the Contractor Information page.

VOLUME DISCOUNTS

Contractor may offer volume discounts at the transaction level using the thresholds listed on each Contractor's Information Page.

PROMPT PAYMENT DISCOUNTS

Contractor may offer prompt payment discounts at the transaction level. Please refer to the Contractor's Information Page.

CONTRACT PRICELIST UPDATE PROCEDURES

The procedures below outline how Contract pricelist updates will be handled under this Contract. NOTE: THE FOLLOWING PROCEDURES ARE NOT APPLICABLE TO CONTRACTOR PROPOSED CHANGES TO CONTRACT TERMS AND CONDITIONS. Any implied or express request for changes in or additions to existing Contract terms and conditions, including new terms and conditions associated with a specific product line being added to the Contract for the first time, requires a formal Contract amendment and requires the approval of OGS. New or revised Contract terms and conditions are subject to the restrictions set forth in Appendix B, Section 27, *Modification of Contract Terms.*

1. General
   Contractor may update their pricelist as follows**:**

   1. In the first year of the Contract, the Contractor shall be allowed to update the pricelist twice to add/delete Products and services as established by the Contractor in their normal course of business. However, pricelist updates must be submitted no earlier than sixty (60) calendar days from the date of OGS approval of prior pricelist update. There shall be no price increases allowed for existing Products and services during the first year of the contract.

   2. Commencing with the second year of the Contract, the Contractor may update the pricelist semiannually to reflect Contractor price changes and the addition/deletion of Products and services as established by the Contractor in their normal course of business; thirty (30) calendar days from the anniversary date of the Contract; and, thirty (30) calendar days from the semiannual anniversary date of the Contract. The thirty (30) calendar days includes the anniversary and semiannual anniversary date of the Contract.

Any new Products or services added to pricelists shall have a discount structure consistent with existing Products and services on the pricelist that are comparable in scope. Contractors shall submit their updated pricelist to the OGS Procurement Services contract administrator pursuant to the requirements of this section for review and written approval prior to issuing to Authorized Users or posting to the Contractor's dedicated New York State website.

All approved pricelist updates shall apply prospectively upon approval by OGS. Any request for a pricelist update not received in accordance with this section shall be deemed denied. Total price increases for pricelist updates in a single year of the Contract shall not exceed the escalation cap in set forth in subdivision (4), Escalation Cap, below. All percentage discounts shall remain firm (unchanged) or they may increase for the duration of the Contract.

2. Pricelist Format
   Contractor is required to submit Contract pricelist updates electronically in an unprotected Microsoft Excel (2013 or lower version) spreadsheet either on CD or via e-mail to the OGS Procurement Services contract administrator. The pricelist must be dated and the format shall be consistent with the format of the Contractor's approved Contract pricelist. The pricelist shall separately include and identify (e.g., by use of separate worksheets or by using highlighting, italics, bold and/or color fonts):
   1. Price increases;
   2. Price decreases;
   3. Products being added; and
   4. Products being deleted.

3. Contractor's Submission of Contract Updates
   In connection with any Contract pricelist update, OGS reserves the right to:
   1. Request additional information;

2. Reject Contract updates;
3. Remove Products from Contracts;
4. Remove Products from Contract updates; and
5. Request additional discounts for new or existing Products.

4. Escalation Cap
In a single year of the Contract the total request for price increases shall not exceed the lesser of:
1. three (3%) percent annually, or
2. the percent increase in the latest available National Consumer Price Index - All Urban Consumers (CPI-U), Not Seasonally Adjusted, U.S. City Average, All Items (Series Id: CUUR0000SA0,CUUS0000SA0); as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. CPI-U data may be obtained at www.bls.gov.

The following example illustrates the computation of percent change:

CPI for current period	230.000
Less CPI for previous period	225.000
Equals index point change	5.000
Divided by previous period CPI	225.000
Equals	0.022
Result multiplied by 100	0.022 x 100
Equals percent change	2.2

The "CPI for current period" shall be the index in effect at the time the Contract pricelist update request is received; "CPI for previous period" shall be the index in effect when the Contract pricelist was last updated.

5. Supporting Documentation
Each pricelist update request must be accompanied by an electronic copy of Contractor's nationally published pricelist(s) in its original format detailing current list prices relevant to the Products the Contractor is updating. If the NYS net prices are based on a GSA Schedule or WSCA Contract, that pricing must also be included with the update request.

6. Cover Letters
All Contract pricelist updates shall be accompanied by a cover letter describing the nature and purpose of the update (e.g., update requested in order to reflect a recently approved GSA Schedule or WSCA Contract pricing update, to add/delete Products or services, etc.).

GSA Pricing
Where NYS net pricing is based upon an approved GSA Supply Schedule:

1. Associated Discounts: The State is entitled to all associated discounts enumerated in the GSA Supply Schedule (including, but not limited to, discounts for additional sites and volume discounts), as well as any other pricing or discount terms as are expressly enumerated in the NYS Contract or GSA schedule, when calculating the NYS Net Price; and

2. Industrial Funding Fee: GSA pricing incorporates a sum referred to as the "GSA Industrial Funding Fee." ("IFF") OGS reserves the right to require either that: the IFF is remitted directly to OGS, or the NYS Contract prices are reduced by an amount equivalent to the IFF. If the latter, the NYS Net Price shall be calculated by reducing the published GSA price, after the discounts, if any, set forth in paragraph (1), above, downward by the amount of the IFF, currently set at .75%. Therefore, the "NYS Net Price" shall be calculated by multiplying 0.9925 times the GSA price.

CONTRACT PERIOD AND RENEWAL

The term of this Contract shall be for five (5) years. The contract shall commence after all necessary approvals by both parties and shall become effective upon the mailing or electronic communication of the final executed contract documents (see Appendix B, *Contract Creation/Execution*). All Contracts will terminate conterminously five (5) years from the date of the approval of the first contract awarded as a result of the IFB or any subsequent periodic recruitment.

The parties may renew the contract by written agreement signed by both parties, upon expiration of the original term and approval of the OGS, for two (2) additional one (1) year terms.

TERMINATION FOR CONVENIENCE

The State of New York retains the right to cancel this Contract, in whole or in part without reason (see Appendix B, §46.b, *Termination for Convenience*).

SHORT TERM EXTENSION

In the event a replacement Contract has not been issued, any Contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one (1) month upon notice to the Contractor with the same terms and conditions as the original Contract and any approved modifications. With the concurrence of the Contractor, the extension may be for a period of up to three (3) months in lieu of one (1) month. However, this extension terminates should a replacement Contract be issued in the interim.

PERIODIC RECRUITMENT

The State reserves the right to add Contractors beginning in the second year of the Contract and at one year intervals thereafter. The State will formally announce when the bid is reissued, at the discretion of the State. Contractors shall be required to submit such Bid documentation as required by OGS, which may include additional applicable statutory requirements currently in effect at the time of the new Bid solicitation. Once awarded a Contract, a Contractor may not resubmit a Bid for future consideration. In addition, if a Bid is deemed non-responsive under periodic recruitment, a vendor cannot reapply for a future Contract until the next periodic recruitment period. For Contracts that are awarded under periodic recruitment, the Contract term will commence upon OGS approval in accordance with Appendix B, Section 24, *Contract Creation/Execution* and will terminate on the then current end date of the Contract or at the end of any approved extension or renewal period.

Vendors shall be required to submit this original bid document which may include additional applicable statutory requirements currently in effect at the time of the new bid solicitation. Contractors are advised to review the "Qualification of Contractors" clause before submitting a bid under periodic recruitment to ensure they can meet all bid requirements. Under periodic recruitment, the Bidder must demonstrate proof of a minimum sales volume of $1,000,000 in Products and services for the pricelist offered to national public entities in the 36 month period preceding the Bid opening date. Required proof of sales should be submitted at the time of Bid submission. Failure to submit proof of sales at the time of Bid submission may result in rejection of a Bid. NYS OGS Procurement Services reserves the right to request copies of purchase orders and/or invoices for verification or clarification. In addition, if a Bid is rejected under periodic recruitment, a Bidder cannot reapply for a future contract until the next periodic recruitment period. For Bids that are awarded under periodic recruitment, the Contract term will commence upon award and terminate on the current end date of the Contract unless an extension is mutually agreed upon between Procurement Services and the Contractor.

CONTRACT ADVERTISING

In addition to the requirements set forth in Appendix B, *Advertising Results*, any Contractor advertisements, promotional literature and/or Contract description(s) of Contract awards must be reviewed and approved by Procurement Services prior to issuance.

INSTALLATION AND NETWORKING

Installation and Networking shall result in fully operational Audio Visual Equipment that is ready for use by an Authorized User. Installation and Networking offerings must be directly related to the operational functioning of the Audio Visual Equipment procured under the Contract and shall be submitted through Attachment 1, Pricelist (Revised September 29, 2015). The Contract is not intended to be a mechanism to procure standalone Networking Services unrelated to Audio Visual Equipment procured under the Contract.

MAINTENANCE AND SUPPORT SERVICES

The following Maintenance and support offerings are authorized under the Contract. Any services procured under the Contract must be directly related to the Audio Visual Equipment purchased under this Contract. The Contractor agrees that malfunctions that cannot be immediately diagnosed and attributed to a certain piece of equipment will require the participation of the Contractor until the problem resolution and responsibility is identified. Maintenance plan options which are available as part of the Contractor’s standard commercial offerings may be offered under this Contract.

1. **Audio Visual Equipment Maintenance:** Services to protect the Audio Visual Equipment, including but not limited to remedial repairs and upgrades, and Software/firmware updates. Contractor shall maintain the Product, while covered under Maintenance, so as to provide Authorized User with the ability to utilize the Product without significant functional downtime to the Authorized User's ongoing business operations.

2. **Legacy Maintenance:** Contractor may offer Maintenance services on EOL Equipment that is not being offered under this Contract, provided that the equipment fits the scope of the Contract set forth in Section titled, *Scope*.

3. **Extended Warranty Services:** For equipment purchased under this Contract, Contractor may offer extended warranty services, which extend the Product warranty beyond the required one (1) year warranty period.

4. **Remote Administration Services:** Contractor's pricelist must include a description of any remote administration service offerings. Connections to networks must be performed in a manner prescribed by an Authorized User to preserve the integrity of the network, confidentiality and integrity of information transmitted over that network, and the availability of the network. Remote administration shall be directly related to monitoring Audio Visual Equipment performance and diagnostics. Any Remote Administrative Services involving storage of Authorized User data in the Cloud is excluded from the scope of this Solicitation. All remote administration services shall be compliant with New York State Cyber Security Policy P03-002, as may be amended, modified or superseded: https://www.its.ny.gov/sites/default/files/documents/enterprise_information_security_policy_v5.0.pdf.

5. **Assembly/Configuration/Installation/Networking Services:**
   Assembly/Configuration/Installation/Networking Services may include moving Audio Visual Equipment to its final location, uncrating, assembling, adjusting, connecting to the network and leaving free-standing equipment ready to operate to the full extent of its design capabilities. These services do not include any installation that is considered Public Works under the New York State Labor Law. See Appendix B, §39, *Installation*, for terms applicable to installation. These services may include, but are not limited to, the following:

   1. System setup (e.g., key operator orientation, system parameters);
   2. System enhancement (e.g., memory upgrades, network interfaces);
   3. Network set up, including but not limited to, applying network settings, and verification of network functionality;
   4. Software installation; and
   5. Hardware verification (including appropriate tests and diagnostics to ensure proper Product operation).

   Installation work which is considered Public Works in accordance with the New York State Labor Law is **excluded** from purchase under this Contract. Historically, the New York State Bureau of Public Works has maintained that installation, maintenance and repair of equipment attached to any wall, ceiling or floor or affixed by hard wiring or plumbing is Public Work. In contrast, installation of a piece of equipment which is portable or a "plug-in" free-standing unit would not be considered Public Work. Thus, this Contract does not authorize installation where the equipment becomes a permanent part of the building structure, or is otherwise incorporated into the fabric of the building (e.g., installation on a wall, ceiling or floor in a fixed location, or affixed by hard-wiring or plumbing). See Appendix B §8, *Prevailing Wage Rates - Public Works and Building Services Contracts*. For questions about whether a proposed installation constitutes public work, please contact the New York State Department of Labor's Bureau of Public Work District Office in your area. A listing of district offices and contact information is available at http://www.labor.state.ny.us/workerprotection/publicwork/PWContactUs.shtm.

6. **Professional Services (Consulting, Training, and other Incidental services which are billed hourly):** An Authorized User may acquire consulting, training and other incidental services directly related to the Audio Visual Equipment purchased under this Contract on a limited basis. Professional Services shall not exceed twenty (20%) percent of the Total Order Price for Audio Visual Equipment, maintenance, Software and Software maintenance. Professional Services which exceed twenty percent (20%) must be procured using the OGS HBITS Contract or another procurement process selected by the Authorized User. Professional services may include, but are not limited to the following:

1. **Consulting Services**
   A. Custom system integration including network system requirements other than the standard configurations identified in Section 5 above; or
   B. Customized configurations: When requesting customized configuration services, an Authorized User will provide the Contractor with technical specifications and any applicable customized Software applications for testing and evaluation on the proposed systems. Prior to placing orders for additional Audio Visual Equipment, it is the responsibility of the Authorized User and the Contractor to ensure that the custom configuration will satisfactorily operate on any additional systems to be purchased.
2. **Training Services:** Training Services may include pre-packaged training Products, and/or the development or customization of training programs as requested, including live training, computer based/multi-media training which encompasses internet-delivered training, and/or video based training.
3. **Incidental Services:** Incidental Services include services which may be required for the integration/implementation or deployment of Products purchased under this Contract and has been approved by OGS for inclusion under the Contract.

EMPLOYEE INFORMATION REQUIRED TO BE REPORTED BY CERTAIN CONSULTANT CONTRACTORS and SERVICE CONTRACTORS

Chapter 10 of the Laws of 2006 amended the Civil Service Law and the State Finance Law, relative to maintaining certain information concerning Contract Employees working under State Agency service and consulting Contracts. State Agency consultant Contracts are defined as "Contracts entered into by a state Agency for *analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal, or similar services*" ("covered consultant Contract" or "covered consultant services"). The amendments also require that certain Contract Employee information be provided to the state Agency awarding such Contracts, OSC, DOB and CS. The effective date of these amendments was June 19, 2006. The requirements will apply to the covered Contracts awarded on and after such date.

To meet these requirements, the Contractor agrees to complete:

A. Form A - Contractor's Planned Employment Form, if required. Note: State Agencies are required to furnish this information but may require a Contractor to submit the information.

B. Form B - Contractor's Annual Employment Report. Throughout the term of the Contract by May 15th of each year the Contractor agrees to report the following information to the State Agency awarding the Contract, or if the Contractor has provided Contract Employees pursuant to an OGS centralized Contract, such report must be made to the State Agency purchasing from such Contract. For each covered consultant Contract in effect at any time between the preceding April 1st through March 31st fiscal year or for the period of time such Contract was in effect during such prior State fiscal year Contractor reports the:

1. Total number of Employees employed to provide the consultant services, by employment category.
2. Total number of hours worked by such Employees.
3. Total compensation paid to all Employees that performed consultant services under such Contract.*

***NOTE:** The information to be reported is applicable only to those Employees who are directly providing services or directly performing covered consultant services. However, such information shall also be provided relative to Employees of Subcontractors who perform any part of the service Contract or any part of the covered consultant Contract. This information does not have to be collected and reported in circumstances where there is ancillary involvement of an Employee in a clerical, support, organizational or other administrative capacity.

Contractor agrees to simultaneously report such information to The Department of Civil Service (CS) and OSC as designated below:

Department of Civil Service
Alfred E. Smith State Office Building
Albany, NY 12239

Office of the State Comptroller
Bureau of Contracts
110 State St., 11th Floor
Albany, New York
Attn: Consultant Reporting
Fax: (518) 474-8030 or (518) 473-8808

Contractor is advised herein and understands that this information is available for public inspection and copying pursuant to §87 of the New York State Public Officers Law (Freedom of Information Law). In the event individual

Employee names or social security numbers are set forth on a document, the State Agency making such disclosure is obligated to redact both the name and social security number prior to disclosure. Further information is available in Section XI.18.C of the Office of the State Comptroller's Guide to Financial Operations (http://www.osc.state.ny.us/agencies/guide/MyWebHelp/), "Consultant Disclosure Legislation."

Instructions for Completing Form A and B:
Form A and Form B should be completed for Contracts for consulting services in accordance with Section XI.18.C of the Office of the State Comptroller's Guide to Financial Operations (http://www.osc.state.ny.us/agencies/guide/MyWebHelp/), "Consultant Disclosure Legislation," and the following:

A. Form A - Contractor's Planned Employment Form (available from and submitted to the using Agency, if necessary.) (Form AC-3271-S: http://www.osc.state.ny.us/agencies/forms/index.htm)

B. Form B - Contractor's Annual Employment Report (to be completed by May 15th of each year for each consultant Contract in effect at any time between the preceding April 1st through March 31st fiscal year and submitted to the CS, OSC and procuring Agency.) (Form AC-3272-S: http://www.osc.state.ny.us/agencies/forms/index.htm)

Scope of Contract: choose a general classification of the single category that best fits the predominate nature of the services provided under the Contract.

Employment Category: enter the specific occupation(s), as listed in the O*NET occupational classification system, which best describes the Employees providing services under the Contract.

*(Note: Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at online.onetcenter.org to find a list of occupations.)*

Number of Employees: enter the total number of Employees in the employment category employed to provide services under the Contract during the report period, including part time Employees and Employees of subcontractors.

Number of Hours: enter the total number of hours worked during the report period by the Employees in the employment category.
Amount Payable under the Contract: enter the total amount paid by the State to the State Contractor under the Contract, for work by the Employees in the employment category, for services provided during the report period.

SOFTWARE

Software offered must be in a format that does not require any conversion by the Authorized User and shall meet the following additional requirements:

1. The Software is available as part of the Contractor's standard commercial offerings; and
2. The Software is directly related to the operational function or the remote administration of the Audio Visual of the Audio Visual Equipment

Any Software currently on the NYS Miscellaneous Software Catalog contract Prohibited List is excluded from purchase under this Contract, except when the Software is pre-loaded on the Audio Visual Equipment at the time of purchase. The Prohibited List may be accessed on the OGS website: http://www.ogs.ny.gov/purchase/snt/awardnotes/79518Prohibited.pdf.

Software offered under this Contract shall be licensed in accordance with the Software developer's standard license and warranty terms.

RELATED THIRD PARTY PRODUCTS

Third Party Products which meet and comply with all of the following criteria may be authorized for sale under this Contract:
1. The Third Party Product is available as part of the Contractor's standard commercial offerings.
2. The Third Party Product fits the scope of and is directly related to the operation of Products that fit the scope of the Contract.

If the Third Party Product is available on another NYS Contract, such item will only be approved for inclusion on this Contract in accordance with Section titled, *Overlapping Contract Items*. If the Third Party Product is not available on another NYS Contract, then price reasonableness must be established in order for such item to be added to the Contract.

USE OF RESELLERS/DISTRIBUTORS/ALTERNATE CHANNEL PARTNERS

Contractor must provide service, sales and support staff to service Authorized Users geographically located at multiple purchasing locations throughout New York State. Contractor shall ensure that sufficient resources are available directly, or through authorized Resellers to ensure maximum service capability throughout the State. The State agrees to permit Contractor to utilize approved, designated value added resellers (VARs), distributors, dealers, and sales agents to participate as alternate channel partners (collectively referred to as "Resellers") for Contractor. Such participation is subject to the following conditions:

1. Designation of Reseller(s): Contractor shall specify whether orders must be placed directly with Contractor, or may be placed directly with designated Reseller(s). When Reseller(s) are submitted for approval, Contractor must provide the State, in advance, with all necessary ordering information, billing addresses, Federal Identification Numbers, and NYS Vendor Identification Numbers in the format requested in Reseller Directory. Failure to accurately provide all required information may result in processing delays.

2. Conditions of Participation: Reseller(s) must be approved in advance by the State as a condition of eligibility under the Contract. The State also reserves the right to rescind any such participation or request that Contractor name additional Resellers, in the best interests of the State, at the State's sole discretion, at any time. Contractor shall have the right to qualify Reseller(s) and their participation as fulfillment agents under this Contract by product line, contracting program (e.g., government/educational sales), geographic region, size/sales volume, technical training or other criteria ("qualifying criteria"), provided that: i) such qualifying criteria are uniformly applied to all potential Resellers based upon Contractor's established, neutrally applied commercial/governmental program criteria, and not to a particular procurement; ii) all general categories of qualifying criteria must be disclosed by the Contractor to the State, in advance, at the beginning of the Contract term; iii) those qualifying criteria met by the Reseller must be identified on the form provided in Reseller Directory at the time that Reseller approval is requested under this paragraph; and iv) immediate advance notice is provided to OGS in the event that a change in Reseller's status occurs during the Contract term.

3. All Resellers who have been approved in accordance with the foregoing paragraph shall be eligible to quote lower than Contract pricing for procurements under this Contract which meet their qualifying criteria. Except as otherwise set forth in Reseller Directory, Contractor warrants and represents that it shall not, directly or indirectly, by agreement, communication or any other means, restrict any Reseller's participation or ability to quote a particular order. Reseller Directory updates will be allowed no more than twice annually. On the first business day of the month following the sixth and twelfth months of each contract year, Contractors shall be given an opportunity to submit revised Reseller Directories electronically. When submitting Reseller Directory updates, Contractors shall be required to separately specify additions, deletions, and/or any other changes to the directory in an accompanying communication submitted with the request in order to facilitate a more expeditious review; failure to do so may result in the rejection of the request.

4. Responsibility for Reporting/Performance: Contractor shall be fully liable for Reseller(s)' performance and compliance with all Contract terms and conditions. Product purchased through Reseller(s) must be reported by Contractor in the required monthly reports to the State as a condition of payment. In addition to inclusion of Reseller(s) volume in the Contractor's monthly reporting obligation to the State, at the request of Authorized User, Reseller(s) shall provide Authorized User with quarterly reports of the individual Authorized User's Contract activity with Reseller.

5. Applicability of Contract Terms: Product or services ordered directly through Reseller(s) shall be limited to Products or services currently approved for inclusion under this Contract and shall be subject to all terms and conditions of this Contract as a condition of Reseller participation.

ORDERS

Contractor shall be capable of accepting orders manually, via facsimile, and, electronically via email. As an option, Contractor may also accept orders electronically via the Internet through a web-based ordering system. Contractor shall be required to provide written quotes to Authorized Users who request them prior to placing an order, which

quote details the SKU corresponding with the approved product list, List Price, discount, and Net Price, as applicable.

The web-based ordering system, if offered, shall allow Authorized Users to enter orders and have full order inquiry capabilities. All orders (manual, fax, electronic) shall reference requisition and/or purchase order number as required. If offering a web-based ordering system, the Bidder represents and warrants that it is the sole owner of the software product used for its ordering system, or, if not the owner, has received all proper authorizations from the owner to license the software product, and has the full right and power to grant the rights contained in any Contract resulting from this Invitation for Bids and as described further in Appendix B. Bidder further warrants and represents that the software product is of original development, and/or that the package and its use will not violate or infringe upon any patent, copyright, trade secret or other property right of any other person/company.

The web-based ordering system, if offered, shall be capable of processing, controlling, documenting, and reporting on the following minimum data elements:

- Contractor Name and Address
- Agency/Facility/Political Subdivision, etc.
- Contract Number
- Purchase Order/Requisition Numbers
- Contact (individual placing order)
- SKU/PN & Product Description
- Net Price
- Extended and Total Amounts

If offering a web-based ordering system, the Contractor shall provide any necessary software (excluding communication software) and training guides/manuals or online support in the use of the web-based ordering system at no additional cost to all Authorized Users capable of placing orders electronically. Samples of software and training guides/manuals may be required. If requested, Bidder must demonstrate its system at an Albany, NY area location designated by the State.

MINIMUM ORDER

Minimum order shall be $100.00. Contractor may elect to honor orders for less than the minimum order; however, no additional charges shall be allowed.

NEW YORK STATE PURCHASING CARD

See "Purchasing Card" in Appendix B, OGS General Specifications. Contractors indicated if they will accept the NYS Purchasing Card for orders not to exceed $85,000. For all purchases executed using a New York State Purchasing Card, Contractor shall provide an itemized receipt with each delivery. Contractor shall state the discount offered when using the NYS Purchasing Card on each Contractor's Information page.

INTERNET WEBSITES

The State encourages Contractors to provide a designated NYS Contract website for Authorized Users' direct access. This website will be listed under the Contractor information. The website will be the responsibility of the Contractor to maintain and keep updated. Changes in Products/services or pricing must be approved by Procurement Services prior to addition to the website. Hard copy catalog and pricelists, either in paper format or electronic format, must be available to all Authorized Users who either do not have Internet access or prefer the optional format.

PURCHASE ORDERS AND INVOICING

All Purchase Orders and invoices shall include the Contract number and a line by line listing of separate charges. Order confirmation shall mean that the Contractor has received the purchase order, has reviewed it for compatibility with the Item currently on Contract, has resolved any non-compatibility problems with the Authorized User, and has entered the order, assigned an order number with anticipated delivery date.

PURCHASE ORDERS

Purchase orders are to include the following information:

1. Contract number
2. Contractor name
3. SKU/PN and Product/service description

4. Net Price

INVOICES

Authorized Users are instructed not to process invoices that do not include the required information set forth below. Invoices must be detailed and include in the body of the invoice or an attachment to the invoice **all** of the following items. Failure to comply may result in lengthy payment delays. Original invoices must follow the billing instructions contained in the purchase order. Invoices shall include, at a minimum, the following information:

1. Contract number
2. Contractor name
3. NYS Vendor Identification Number
4. Purchase Order number
5. SKU/PN and Product/service description
6. Line item breakdown of all charges to include Net Price of each Product/service

Cost centers or branch offices within an Authorized User may require separate invoicing as specified by each Authorized User. The Contractor's billing system shall be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users.

BACKORDERING

Backordering shall be permissible only when authorized by the ordering Authorizes User. Contractor must complete orders within the guaranteed delivery period offered.

PACKING SLIPS

A legible packing slip and/or purchase order copy must accompany each shipment. The carton containing packing slip must be so marked.

PRODUCT RETURNS BECAUSE OF QUALITY PROBLEMS

Upon written notification by the Authorized User to the Contractor, Products determined to have quality problems, outdated product, damage, etc., shall be picked up by the Contractor within ten (10) business days after notification with no restocking charge. The Authorized User shall elect whether to receive a replacement product, have the Contractor make any necessary repairs, or receive a credit/refund for the full purchase price. The Authorized User must conduct its inspection, and notify the Contractor within 30 calendar days of delivery.

PRODUCT RETURNS DUE TO AUTHORIZED USER ERROR

Products ordered in error by an Authorized User, except for "made-to-order" or customized products, shall be returned by Authorized User at its expense for credit within fifteen (15) business days of delivery. Standard stock products must be in resalable condition (original packaging, unused). The Contractor may charge a restocking fee--not to exceed ten percent--for product returns due to Authorized User error.

Prior to fulfilling an order for "made-to-order" or customized Products for which returns due to Authorized User error are unavailable, Contractor must notify the Authorized User in writing that such returns will be unavailable, and Contractor must obtain Authorized User's agreement and written approval of the unavailability of such returns, prior to fulfilling the order.

PRODUCT ACCEPTANCE

Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, an Authorized User shall have thirty (30) days from the date of delivery to accept Products. Where the Contractor is responsible for installation, acceptance shall be from completion of installation. Title or other property interest and risk of loss shall not pass from Contractor to the Authorized User until the Products have been accepted. Failure to provide notice of acceptance or rejection or a deficiency statement to the Contractor by the end of the period provided for under this clause constitutes acceptance by the Authorized User as of the expiration of that period.

CONTRACT PAYMENTS

Payments cannot be processed by Authorized Users until the items have been delivered and accepted. Payment will be based on any invoice used in the Contractor's normal course of business. However, such invoice must contain all requirements in Section *Purchase Orders and Invoicing*.

CONTRACT ADMINISTRATOR

Contractor must provide a dedicated Contract Administrator to support the updating and management of the Contract on a timely basis. Contractor must notify OGS within five (5) Business Days if its Contract Administrator changes, and provide an interim contact person until the position is filled. Changes to Contractor contact information, including the designation of a new Contract Administrator, shall be submitted electronically via e-mail to the OGS Contract Management Specialist.

TOLL-FREE NUMBER

A Contractor must provide a toll-free telephone number for the Authorized User usage. Contractor must staff this toll-free number at a minimum from 8:00 a.m. to 5:00 p.m. ET Monday through Friday, excluding NYS holidays. If Contractor does not currently maintain a toll-free number, the Contractor must be willing to establish one prior to award of Contract.

INSURANCE REQUIREMENTS

The Contractor shall procure, at its sole cost and expense and shall maintain in full force at all times during the term of this Contract, all policies of insurance pursuant to the requirements outlined in Insurance Requirements of the bid solicitation.

PERFORMANCE AND BID BONDS

There are no bonds for this Contract. In accordance with Appendix B, *Performance/Bid Bond*, the Commissioner of OGS has determined that no performance, payment or Bid bond, or negotiable irrevocable letter of credit or other form of security for the faithful performance of the Contract shall be required at any time during the Term of the resulting Contract.

REPORT OF CONTRACT USAGE

Contractor shall furnish a report of all Product provided under the Contract during each semiannual period, no later than the 15th of the month following the close of each half year. Purchases by Non-state agencies, political subdivisions and others authorized by law shall be reported in the same report and indicated as required. A template for such report is included in Attachment 9, Contract Usage Report. All fields of information shall be accurate and complete. The report is to be submitted electronically via electronic mail utilizing the template provided in Microsoft Excel 2013, or lower version (or as otherwise directed by OGS), to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, Award Number, Contract Number, Sales Period, and Contractor's (or other authorized agent) Name, and all other fields required. OGS reserves the right to amend the report template during the Contract term.

AUTHORIZED USER SALES REPORT

Upon written request by an Authorized User, the Contractor shall furnish to such Authorized User, on a monthly basis, a report listing the following: name of products purchased, quantity purchased, unit price and total dollar volume of purchases.

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR EQUAL EMPLOYMENT AND BUSINESS PARTICIPATION OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND NEW YORK STATE CERTIFIED MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

POLICY STATEMENT

The New York State Office of General Services ("OGS"), as part of its responsibility, recognizes the need to promote the employment of minority group members and women and to ensure that certified minority and women-owned business enterprises have opportunities for maximum feasible participation in the performance of OGS contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority- and women-owned business enterprises had a full and fair opportunity to participate in State contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority- and Women-Owned Business Enterprises: Evidence from New York" (the "Disparity Study"). The Disparity Study found evidence of statistically significant disparities between the level of participation of minority- and women-owned business enterprises in State procurement contracting versus the number of minority- and women-owned business enterprises that were ready, willing and able to participate in State procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment

and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that OGS establish goals for maximum feasible participation of New York State certified minority- and women-owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS
The Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over $25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State agency (the "Work") except where the Work is for the beneficial use of the Contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

Contractor further agrees to submit with the bid a staffing plan on Form EEO 100 identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to OGS, a workforce utilization report on Form EEO 101, identifying the workforce actually utilized on the Contract if known.

Further, pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES (MWBEs)
New York State Executive Law Article 15-A requires that OGS provide opportunities for the maximum feasible participation of New York State certified minority- and women-owned business enterprises in the performance of OGS contracts. OGS has determined that it will not place MWBE participation goals on contracts resulting from this procurement because there are not sufficient subcontracting opportunities available in the audio visual industry as related to the purchases of audio visual equipment and accessories. However, contractors should use good faith efforts to engage MWBEs as subcontractors to the extent that such opportunities exist. Additionally, OGS strongly encourages all certified minority- and women-owned businesses to submit a proposal in response to this Solicitation. Finally, OGS encourages those minority- and women-owned companies that are not certified by the Empire State Development Division of Minority- and Women-Owned Businesses to become certified at the earliest opportunity. Information regarding the certification process can be viewed at:
http://esd.ny.gov/MWBE/Certification.html

NEW YORK STATE FINANCIAL SYSTEM (SFS)

New York State is currently operating on an Enterprise Resource Planning (ERP) system, Oracle PeopleSoft software, referred to as the Statewide Financial System (SFS). SFS is currently on PeopleSoft Financials version 9.2 Bundle 18, operating on PeopleTools version 8.49.33.

The State is also implementing an eProcurement application that supports the requisitioning process for State Agencies to procure goods and services in SFS. This application provides catalog capabilities. Vendors with centralized contracts have the ability to provide a "hosted" or "punch-out" catalog that integrates with SFS and is available to Authorized Users via a centralized eMarketplace website. There are no fees required for a Vendor's participation in the catalog site development or management. Upon completion and activation of an on-line catalog, State agencies will process their orders through the SFS functionality and other Authorized Users can access the catalog site to fulfill orders directly.

The State is also implementing the PeopleSoft Inventory module in the near future to track inventory items within the item master table. Further information regarding business processes, interfaces, and file layouts may be found at: www.sfs.ny.gov and http://www.osc.state.ny.us/agencies/guide/MyWebHelp/.

USE OF RECYCLED OR REMANUFACTURED MATERIALS

The New York State, as a member of the Council of Great Lakes Governors, supports and encourages vendors to use recycled, remanufactured or recovered materials in the manufacture of products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the product or packaging unless such use is precluded due to health or safety requirements or product specifications contained herein. Refurbished or remanufactured components or products are required to be restored to original performance and regulatory standards and functions and are required to meet all other requirements of this Bid solicitation. Warranties on refurbished or remanufactured components or products must be identical to the manufacturer's new equipment warranty or industry's normal warranty when remanufacturer does not offer new equipment. See "Remanufactured, Recycled, Recyclable or Recovered Materials" in Appendix B, Section 13, *Remanufactured, Recycled, Recyclable or Recovered Materials.*

BULK DELIVERY AND ALTERNATE PACKAGING

New York State encourages the use of innovative packaging that reduces the weight of packaging and the generation of packaging waste. A contractor is encouraged to use reusable materials and containers and to utilize packaging configurations that take advantage of storage containers designed to be part of the product for the shipment of multi-unit purchases. New York State recognizes that these packaging methods are in the development stage and may not be currently available. Authorized Users are urged to inquire about these programs at the time of purchase and determine the best solution for their needs.

SURPLUS/TAKE-BACK/RECYCING

1. A State agency is reminded of its obligation to comply with the NY State Finance Law §§167, Transfer and Disposal of Personal Property, and 168, The Management of Surplus Computer Equipment, regarding transfer and disposal of surplus personal property before utilizing take-back, recycling, or other options for disposition of equipment that is still in operable condition.

2. If Contractor offers a take-back/recycling program, then Contractor shall provide a record of disposition to each Authorized User who participates in the take-back/recycling program for units transferred for disposition. Contractor shall provide documentation that the units were disposed of in an environmentally sound manner in compliance with applicable local, state and federal laws. See Section 3 below for specific requirements governing electronic equipment recycling.

3. The NYS Department of Environmental Conservation (DEC) Electronic Equipment Recycling and Reuse Act ("Act") (Environmental Conservation Law, Article 27, Title 26, Electronic Equipment Recycling and Reuse), requires manufacturers to establish a convenient system for the collection, handling, and recycling or reuse of electronic waste. If Contractor is a manufacturer of electronic equipment covered by the Act, Contractor agrees to comply with the requirements of the Act. More information regarding the Act can be found on the DEC website at: http://www.dec.ny.gov/chemical/65583.html.

4. If a Contractor offers a take-back/recycling program or offers an electronic equipment recycling program pursuant to the Act, and an Authorized User participates in same, then the Authorized User shall ensure the destruction of all data from any hard drives surrendered with the machines/covered electronic equipment. Contractor shall not require an Authorized User to surrender the hard drive, as an Authorized User may wish to retain the hard drive for security purposes. Contractor shall advise the Authorized User in advance if the retention of the hard drive results in additional fees or reduction in trade-in value. It is recommended that an Authorized User use a procedure for ensuring the destruction of confidential data stored on hard drives or other storage media that meets or exceeds the National Institute of Standards and Technology (NIST) Guidelines for Media Sanitation as found in NIST Special Publication 800-88.

ENVIRONMENTAL ATTRIBUTES AND NYS EXECUTIVE ORDER NUMBER 4

New York State is committed to environmental sustainability and endeavors to procure products with reduced environmental impact. One example of this commitment may be found in Executive Order No. 4 (Establishing a State Green Procurement and Agency Sustainability Program), which imposes certain requirements on state agencies, authorities, and public benefit corporations when procuring commodities, services, and technology. More information on Executive Order No. 4, including specifications for offerings covered by this Contract, may be found at: http://ogs.ny.gov/EO/4/Default.asp. State entities subject to Executive Order No. 4 are advised to become familiar with the specifications that have been developed in accordance with the Order, and to incorporate them, as applicable, when making purchases under this Contract.

PREFERRED SOURCE PRODUCTS

Section 162 of the State Finance Law requires that agencies, including Executive Agencies, afford first priority to the products/services of preferred source suppliers such as Corcraft (the marketplace name for the NYS Department of Corrections and Community Supervision, Division of Industries), New York State Preferred Source Program for People who are Blind (NYSPSP), and New York State Industries for the Disabled (NYSID), and others determined by law, when such products/services meet the form, function and utility of the agency. Some products/services in the resultant Contract(s) may be available from one or more preferred sources. An Authorized User must determine if a particular commodity or service is approved for a Preferred Source and follow the requirements of State Finance Law Section 162(3) or (4)(b), respectively, before engaging the Contractor.

NEW YORK STATE VENDOR RESPONSIBILITY

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS or her designee, her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS or her designee issues a written notice authorizing a resumption of performance under the Contract. The Contractor agrees that if it is found by the State that the Contractor's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of OGS or her designee to be non-responsible. In such event, the Commissioner of OGS or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

NEW YORK STATE TAX LAW SECTION 5-A

Tax Law Section 5-a requires certain Contractors awarded state Contracts for commodities, services and technology valued at more than $100,000 to certify to NYS Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to Contracts where the total amount of such Contractors' sales delivered into New York State is in excess of $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

Contractors may consult with DTF's website at http://www.tax.ny.gov/ for additional information and frequently asked questions.

OVERLAPPING CONTRACT ITEMS

Products/services available in the resulting Contract may also be available from other New York State Contracts. Authorized Users will be advised to select the most cost effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection.

"OGS OR LESS" GUIDELINES

Purchases of the Products included in the IFB and resulting Contract are subject to the "OGS or Less" provisions of State Finance Law §163(3) (a) (v). This means that State Agencies can purchase products from sources other than the Contractor provided that such products are substantially similar in form, function or utility to the products herein and are:

1. lower in price

-and/or-

2. available under terms which are more economically efficient to the State Agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State Contractor an opportunity to match the non-contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office and competitive bidding of requirements exceeding the discretionary bid limit. State Agencies should refer to Procurement Council Guidelines for additional information.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Appendix B, Sections 2, *Definitions* ("Authorized User") and 26, *Participation in Centralized Contracts*. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State. Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www.ogs.state.ny.us). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services' Customer Services at 518-474-6717.

NOTE TO ALL NON-STATE AGENCIES AND BIDDERS

All such participating non-State agencies and Bidders understand, acknowledge and agree that the primary responsibility in regard to performance of the Contract, of any obligation, covenant, condition or term thereunder by either such party thereto shall be borne and is expressly assumed by the participating non-State agencies and Contractor and not by the State. In the event of a failure or breach in performance of any such Contract by a non-State Agency or Contractor, the State specifically and expressly disclaims any and all liability for such defective performance or breach, and the eligible participating non-State agencies and Contractor guarantee to save the State, its officers, agents and employees harmless from any liability that may be or is imposed by the failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of the State Centralized Contract.

EXTENSION OF USE

The contract may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting State) and the Contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant Contract 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.

EMERGENCY PURCHASING

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of products or services, the Commissioner reserves the right to obtain such products and services from any source, including but not limited to this Contract, as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

CONTRACTOR PERFORMANCE

Authorized Users should notify the Procurement Services Contract administrator promptly if the Contractor fails to meet the requirements of this Contract. Performance which is otherwise unsatisfactory to the Authorized User should also be reported to Procurement Services.

MERCURY-ADDED CONSUMER PRODUCTS

Contractor agrees that it will not sell or distribute fever thermometers containing mercury or any products containing elemental mercury for any purpose under this Contract.

RESERVATION

The State reserves the right to negotiate lower pricing, or to advertise for bids, any unanticipated excessive purchase. An "unanticipated excessive purchase" is defined as an unexpected order for a Contract product(s) totaling more than $75,000.00.

AMERICANS WITH DISABILITIES ACT (ADA)

The Federal ADA Act, signed into law July 26, 1990, bars employment discrimination and requires all levels of Government to provide necessary and reasonable accommodations to qualified workers with disabilities. Contractors are required to identify and offer any software or hardware products they manufacture or adapt which may be used or adapted for use by visually, hearing, or any other physically impaired individuals. Although it is not mandatory for Contractors to have this equipment in order to receive an award, it is necessary to identify any such equipment offered they have which falls into the above category.

ADDITIONAL REQUIREMENTS

1. NO DRUGS OR ALCOHOL
   For reasons of safety and public policy, in any Contract resulting from this procurement, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.

2. TRAFFIC INFRACTIONS
   The State will not be liable for any expense incurred by the Contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.

APPENDIX A

Appendix A, Standard Clauses For New York State Contracts, dated January 2014, attached hereto, is hereby expressly made a part of this bid document as fully as if set forth at length herein. Please retain this document for future reference and do not return to OGS as part of the bid submission.

APPENDIX B

Appendix B, Office of General Services General Specifications, dated May 2015, attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein and shall govern any situations not covered by this bid document or Appendix A. Please retain this document for future reference and do not return to OGS as part of the bid submission.

APPENDIX B AMENDMENTS

Appendix B, § 60, Indemnification is hereby deleted and replaced with the following:
Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully defend, indemnify and hold harmless the Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from this Contract, without limitation; provided, however, that the Contractor shall not indemnify to the extent any claim, loss or damage arising hereunder is due to the negligent act, failure to act, gross negligence or willful misconduct of the Authorized Users.

The Authorized User shall give Contractor: (i) prompt written notice of any action, claim or threat of suit, or other suit for which Contractor is required to fully indemnify an Authorized User, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action, claim or suit at the expense of Contractor. Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, if it determines there is an issue involving a significant public interest.

In the event that an action or proceeding at law or in equity is commenced against the Authorized User arising out of a claim for death, personal injury or damage to real or personal tangible property caused by any intentional or willful act, gross negligence, or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from the Products supplied under this Contract, and Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the New York State Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract

and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event attempt to secure a continuance to permit the State and the Authorized User to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the State and Authorized User may have. In the event of a dispute regarding the defense, the Contractor and the Attorney General shall try to reach an amicable resolution, but the Attorney General shall have the final determination on such matters.

NOTICE: THIS CONTRACT AWARD NOTIFICATION CONTAINS A SUBSET OF INFORMATION FROM THE SOLICITATION. CONTRACTS RESULTING FROM SOLICITATION 22844 HAVE BEEN EXECUTED BY CONTRACT AWARD LETTER. THE CONTRACT AWARD LETTER SETS FORTH THE ORDER OF PRECEDENCE FOR THE TERMS AND CONDITIONS OF THE EXECUTED CONTRACTS. COMPLETE CONTRACT DETAILS INCLUDING TERMS AND CONDITIONS CAN BE FOUND IN THE SOLICITATION DOCUMENT DATED REVISED SEPTEMBER 29, 2015.

State of New York
Office of General Services
Procurement Services
Contract Performance Report

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one Contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.:_____ **Contractor**._____

Describe Product* Provided (Include Item No., if available):_____

***Note**: "**Product**" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments:_____

_____

_____(over)

Agency:_____ Prepared by:_____

Address:_____ Title:_____

_____ Date:_____

_____ Phone:_____

_____ E-mail:_____

Please detach or photocopy this form & returned to:

OGS Procurement Services
Customer Services, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
customer.service@ogs.ny.gov
* * * * *

NEW YORK STATE OF OPPORTUNITY. | Office of General Services | Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | http://nyspro.ogs.ny.gov | customer.service@ogs.ny.gov | 518-474-6717

Supplemental Contract Award Notification

Title	:	**Group 38806 – Audio Visual Equipment and Accessories (Statewide)** **Classification Code(s): 45**
Award Number	:	**22844-E***
Contract Period	:	**September 14, 2016 – April 14, 2021**
Bid Opening Date	:	**October 7, 2015**
Date of Issue	:	**September 14, 2016**
Specification Reference	:	**As Incorporated Herein**
Contractor Information	:	**Appears on Page 2 of this Award**

Address Inquiries To:

State Agencies & Vendors		Political Subdivisions & Others	
Name :	Jennifer L. Clapham	Procurement Services Customer Services	
Title :	Contract Management Specialist		
Phone :	518-474-2906	Phone :	518-474-6717
E-mail :	jennifer.clapham@ogs.ny.gov	E-mail :	customer.services@ogs.ny.gov

Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.

Description

NOTICE: THIS CONTRACT AWARD NOTIFICATION CONTAINS A SUBSET OF INFORMATION FROM THE SOLICITATION. CONTRACTS RESULTING FROM SOLICITATION 22844 HAVE BEEN EXECUTED BY CONTRACT AWARD LETTER. THE CONTRACT AWARD LETTER SETS FORTH THE ORDER OF PRECEDENCE FOR THE TERMS AND CONDITIONS OF THE EXECUTED CONTRACTS. COMPLETE CONTRACT DETAILS INCLUDING TERMS AND CONDITIONS CAN BE FOUND IN THE SOLICITATION DOCUMENT DATED REVISED SEPTEMBER 29, 2015.

This contract provides Authorized Users with a means of acquiring new Audio Visual equipment and accessories for delivery throughout New York State. Products for purchase by all Authorized Users **include**, but are not limited to Audio, Cameras, Cases & Bags, Non-Cloud Content Management, AV Control, Displays, Interactive Displays, AV Furniture, Mounts & Rigging, Cables, Presentation, Production and Lighting, AV Signal. Management, Routing and Switching, Mobile Presentation Carts/Portable AV Systems, and Related Third Party Products pursuant to Section titled, *Related Third Party Products*. Related options, accessories, consumables, parts, software, maintenance and support services, including, but not limited to, limited installation, networking, extended warranties, maintenance and other related professional services, including for EOL Equipment. **Excluded**: stand-alone computers and tablets, cloud-based products and services, design services, installation services which are considered Public Works in accordance with New York State Labor Law.

This Contract Award Notification contains MWBE goals of 0% MBE and 0% WBE.

PR #22844

CONTRACT #	CONTRACTOR	FED.IDENT.#	NYS VENDOR#
PC67433	Bretford Manufacturing, Inc.	36-2113703	1000009172
PC67608	Eiki International, Inc.	95-2906807	1000045242
PC67451	Ricoh USA, Inc.	23-0334400	1000030648

For complete Contractor contract information and Pricing information for this Award, please see the Contractor Information page located on the OGS Website at: http://www.ogs.ny.gov/purchase/spg/awards/3880622844Can.htm

Cash Discount and/or Early Payment Discount, If Shown, Should be Given Special Attention.
INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "INVOICING AND PAYMENT" in this document.)

AGENCIES SHOULD NOTIFY PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible. Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

ORDER OF PRECEDENCE

The list of documents below address clarifications agreed to by the Contractor and the Office of General Services (OGS) and resolved by the parties and set forth herein in an order of precedence for the Contract award. The documents listed below were included in Solicitation #22844 or provided by the Contractor. Unless otherwise set forth in the procurement or contract documents, conflicts among documents shall be resolved in the following order of precedence:

1. Appendix A (January 2014), Standard Clauses for NYS Contracts (previously provided);
2. Contract Award Letter;
3. Revisions and Clarifications to Bid Specifications dated August 11, 2015, September 10, 2015, September 21, 2015, and September 29, 2015 (previously provided);
4. Invitation for Bids #22844 (Revised September 29, 2015) including all Appendices and Attachments referenced therein (previously provided);
5. Contractor's Bid Prices as stated in Attachment 1 – Pricelist
6. Contractor's Bid

OVERVIEW

This Contract provides Authorized Users with a means of acquiring new Audio Visual equipment and accessories for delivery throughout New York State. Products for purchase by all Authorized Users are described in the Section titled, *Scope*.

Procurement Instructions describing requirements for Authorized Users to purchase from the Centralized Contract are found in the Section titled, *Procurement Instructions*.

ESTIMATED QUANTITIES

All quantities or dollar values listed within this Contract are estimates. No specific quantities or volumes are represented or guaranteed and the State provides no guarantee of individual Authorized User participation. The Contractor(s) must furnish all quantities or dollar values actually ordered. The anticipated dollar value of the award for this IFB, based on historical purchases under previous awards was approximately $20 million annually. The individual value of each resultant Contract is indeterminate and will depend upon the number of Contracts issued and the competitiveness of the pricing offered. Authorized Users will be encouraged to purchase from Contractors who offer the Products, services and pricing that best meets their needs in the most practical and economical manner. See Appendix B, §29, *Estimated/Specific Quantity Contracts* and §26, *Participation in Centralized Contracts*.

Numerous factors could cause the actual value of the Contract to vary substantially from the historical value. Such factors include, but are not limited to, the following:

- The Contract is a nonexclusive Contract;
- There is no guarantee of volume to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases;
- The individual value of the Contract is indeterminate and will depend upon actual Authorized User demand, and actual quantities ordered during the Contract period; and,
- The State reserves the right to terminate the Contract for cause or convenience prior to the end of the term pursuant to the terms and conditions of the Contract.

In Procurement Service's experience, depending on the price of a particular item, the actual volume of purchases for that Product could be substantially in excess of, or substantially below, estimated volumes. Specifically, if actual Contract pricing is lower than anticipated or historical pricing, actual quantities purchased could be substantially greater than the estimates; conversely, if actual contract pricing is higher than anticipated or historical pricing, actual quantities purchased could be substantially lower than the estimates. Contractor acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the Contract could vary substantially from the estimates/historical values provided in this Contract.

DEFINITIONS

Terms used in the IFB documents that have a capitalized first letter shall be defined in accordance with Appendix B, §2 *Definitions*, which is hereby incorporated by reference. The following definitions shall apply:

1. **"Audio Visual (AV) Equipment"** refers to a broad range of equipment generally used in media, science, education, and entertainment to engage the senses of sight and sound, as further specified in Section titled, *Scope*.
2. **"Cloud"** shall mean any Product or service sold as an "as a service" offering or in which Authorized User data is transmitted, acted upon, or stored on non-Authorized User equipment. This may include, but is not limited to, hosted applications, managed security services, and off-site data storage. Cloud includes IaaS, PaaS, SaaS, and XaaS.
3. **"End-of-Life (EOL) Equipment"** refers to Audio Visual Equipment Products that may be nearing the end of their useful life or that an OEM is no longer manufacturing, but which the OEM continues to provide support. EOL Equipment includes equipment currently deployed by Authorized Users, also commonly referred to as legacy equipment.
4. **"List Price"** shall mean Manufacturer's Suggested Retail Price.
5. **"Maintenance"** refers to service and support activities to maintain Audio Visual Equipment in full working order. Maintenance includes, but is not limited to the following: preventative maintenance, troubleshooting and repair, scheduled cleanings, online and telephone support, and remote and on-site diagnostics.
6. "**MWBE"** shall refer to a business certified with NYS Empire State Development (ESD) as a Minority and/or Women-owned Business Enterprise.
7. **"N/A"** is a common abbreviation for *not applicable* or *not available*, used to indicate when information in a certain field on a table is not provided, either because it does not apply to a particular case in question or because it is not available.
8. **"Net Price"** Shall be List Price less all applicable discounts and shall be the price paid by Authorized Users of the resultant Contract.
9. **"NYS Vendor ID"** shall refer to the ten-character identifier issued by New York State when a vendor is registered on the Vendor File.
10. **"Original Equipment Manufacturer (OEM)"** a company that has its name, Product name or logo branded on the Audio Visual Equipment.
11. **"Preferred Source Products"** shall refer to those commodities or services that have been approved in accordance with State Finance Law §162.
12. **"Preferred Source Program"** shall refer to the special social and economic goals set by New York State in State Finance Law §162 that require a governmental entity purchase select commodities and services from designated organizations when the commodities or services meet the "form, function and utility" requirements of the governmental entity. Under State Finance Law §163, purchases of commodities and services from preferred sources are given the highest priority and are exempt from the competitive bidding requirements. The New York State preferred sources include: Corcraft; New York State Preferred Source Program for People who or Blind (NYSPSP; New York State Industries for the Disabled (NYSID); and the Office of Mental Health (OMH). These requirements apply to a State Agency, political subdivision and public benefit corporation (including most public authorities).
13. **"Procurement Services"**((formerly known as NYSPro or Procurement Services Group (PSG)) shall mean a division of the New York State Office of General Services which is authorized by law to issue centralized, statewide Contracts for use by New York agencies, political subdivisions, schools, libraries and others authorized by law to participate in such Contracts. The terms NYSPro and PSG may be used interchangeably for purposes of this Solicitation.
14. **"Resellers"** any model for distribution of Product other than direct from the Contractor. Resellers include but are not limited to approved value added resellers (VARs), distributors, dealers, sales agents, and alternate channel partners.
15. **"Software"** programs or applications required for functioning or Networking of the Audio Visual Equipment. Software shall work directly with the Contractor's Product and be directly related to the operational functioning of the Audio Visual Equipment; or be related to the remote administration of the Audio Visual Equipment.
16. **"Third Party Products"** refers to Products not directly produced or manufactured by the OEM. Third Party Products that meet all criteria pursuant to Section titled, *Related Third Party Products* are within the scope of this Contract.
17. **"Total Order Price"** shall be defined as the aggregate purchase order amount for Audio Visual Equipment, Maintenance, Software, and Software Maintenance placed by the Authorized User under this Contract in the immediately prior twelve month period.

In addition to the above definitions, the following terms are defined as follows regardless of whether they are or are not capitalized:

18. **"May"** denotes the permissive in a Contract clause or specification. Refers to items or information that the State has deemed are worthy of obtaining, but not required or obligatory. Also see "Should".
19. **"Must"** denotes the imperative in a Contract clause or specification. Means required - being determinative/mandatory, as well as imperative. Also see "Shall" and "Mandatory".
20. **"Shall" d**enotes the imperative in a Contract clause or specification. Means required - being determinative/mandatory, as well as imperative. Also see "Must" and "Mandatory".
21. **"Should"** denotes the permissive in a Contract clause or specification. Refers to items or information that the State has deemed are worthy of obtaining, but not required or obligatory. Also see "May".

SCOPE

These discount from pricelist Contracts provide Authorized Users with a means of acquiring Audio Visual Equipment and Accessories. Audio Visual Equipment and Accessories include, but may not be limited to:

1. Audio (microphones; speakers; acoustic materials; headphones, headsets, ear sets; public address, paging & background music systems; sound masking & speech privacy systems; language interpretation; soundfield systems; assistive listening; listening centers/stations; radio communications systems; tour group systems; amplification systems)
2. Cameras (cameras special application; camera auxiliary equipment; camcorders; camera controls; camera supports; cameras – studio video; digital cameras, still)
3. Cases & Bags (protective cases; soft equipment bags)
4. Non-Cloud Content Management (digital & streaming media distribution equipment; content recording & storage systems)
5. AV Control (AV control panels & interfaces; control systems)
6. Displays (displays & monitors; televisions; video walls)
7. Interactive Displays (Overlays, Frames, Signage)
8. AV Furniture (AV stands; lifts; consoles; podiums; monopods & tripods)
9. Mounts & Rigging (mounts; hardware; rigging)
10. Cables (cables & connectors)
11. Presentation (whiteboards; projectors & accessories; projection screens; marker boards & easels; presentations & training aids; annotations; documentation cameras (visualizers); presentation & environmental controls; audience response systems)
12. Production & Lighting (audio production equipment; production recording equipment; video production and editing equipment; lighting control systems; lighting fixtures; portable lighting; lighting auxiliary equipment; production duplication)
13. AV Signal Management, Routing and Switching (VGA, USB, HDMI, DVI, and other display port switches)
14. Mobile Presentation Carts/Portable AV Systems
15. Related Third Party Products that meet all criteria pursuant to Section titled, *Related Third Party Products*.

A Contractor who offers any of the Product types above may also offer related accessories, options, consumables, parts, Software, maintenance and support services, including, but not limited to: limited installation (excluding installation work which is considered Public Works in accordance with New York State Labor Law [see Section titled, *Assembly/Configuration/Installation/Networking Services*]), networking, extended warranties, maintenance and other related professional services for the Audio Visual Equipment.

A Contractor may also offer related accessories, options, consumables, parts, Software (See Section titled, *Software*), maintenance and support services for EOL Equipment that is within the scope of the Products referenced above.

Excluded Products and Services

The following Products and/or Services are specifically excluded from the scope of this Solicitation and resulting Contracts:

1. Standalone Computers and Tablets
2. Cloud-based Products or offerings
3. Design services
4. Installation services which are considered Public Works in accordance with New York State Labor Law (see Section titled, *Maintenance and Support Services*)

LIST OF CONTRACTORS AND MANUFACTURER PRODUCT CATEGORIES

Please refer to each Contractor's Information page and Pricelist for more information.

	Audio	Cameras	Cases & Bags	Non-Cloud Content	AV Control	Displays	Interactive Displays	AV Furniture	Mounts and Rigging	Cables	Presentation	Production & Lighting	AV Signal	Mobile Presentation	Third Party Products
Bretford Manufacturing, Inc.			X					X	X		X			X	
Eiki International, Inc.											X				
Ricoh USA, Inc.		X	X					X	X	X	X			X	

PROCUREMENT INSTRUCTIONS

1. The Contracts resulting from this IFB will be centralized Contracts issued under a multiple award structure. Products and services offered under the Contracts, pricing, and other Contract information will be posted to the OGS website or the awarded Contractors' dedicated NYS websites. Authorized Users shall procure Products and services that best meet their form, function and utility requirements.

2. Before proceeding with a purchase, Authorized Users shall check the list of Preferred Source offerings. Authorized Users are reminded that they must comply with State Finance Law §162, which requires that agencies afford first priority to the commodities/services of Preferred Source suppliers such as Correctional Industries (Corcraft), NYS Preferred Source Program for People Who are Blind (NYSPSP), and NYS Industries for the Disabled (NYSID), when such commodities/services meet the form, function and utility of the Authorized User.

3. Where commodities/services are not available from Preferred Source suppliers in the form, function and utility required by the Authorized User, Authorized Users shall purchase from the centralized Contracts awarded herein. The basis for selection among multiple contracts at the time of purchase shall be the most practical and economic alternative and shall be in the best interests of the State. Therefore, Authorized Users are strongly encouraged to obtain quotes from at least three (3) Contractors prior to issuing a purchase order, in order to ensure that the Authorized User is receiving the best possible pricing.

4. When placing Purchase Orders under the Contract(s), the Authorized User should be familiar with and follow the terms and conditions governing its use. The Authorized User is accountable and responsible for compliance with the requirements of public procurement processes. The Authorized User, when purchasing from OGS Contracts, should hold the Contractor accountable for Contract compliance and meeting the Contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, Authorized Users are encouraged to seek improved pricing whenever possible. Authorized Users have the responsibility to document purchases which should include:

   - statement of need and associated requirements;
   - obtaining all necessary prior approvals;
   - a summary of the Contract alternatives considered for the purchase; and
   - the reason(s) supporting the resulting purchase (e.g., show that basis for the selection among multiple Contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

5. Authorized Users will issue purchase orders directly to the Contractor or the Contractor's authorized Reseller (if applicable), as specified by the Contractor, and specify any shipping/delivery requirements and/or statements of work for services (if applicable).

6. Upon Authorized User acceptance of Products and/or services itemized on the purchase order, Contractor will invoice Authorized User for any portion of Products and/or services accepted, and accordingly, Authorized User will arrange for payment. Contractor shall provide itemized invoicing for all Products and services.

   Note: Contractor must disclose any forms or other order information that Contractor will attach to orders or require to be completed with Authorized User purchases. Documents which contain additional terms or conditions must receive pre-approval by OGS for use under the Contract. Additional terms or conditions that were not pre-approved by the Authorized User or which conflict with the Contract terms and conditions are void and unenforceable at the sole discretion of the State.

PRICE

All prices are freight on board (F.O.B.) destination tailgate delivery at the dock of the Authorized User (see Appendix B, §34b, Shipping Charges) including all customs, duties and charges to any destination in New York State. Standard shipping costs are to be prepaid by Contractor and, when determining the NYS Net Price, shall not be separately added to the Authorized User's invoice.

The percentage discount offered to Authorized Users may, at the Contractor's option, be increased based on individual orders. Discounts may be greater, but in no instance may they be lower than the awarded discount. See Section titled, *Contract Pricelist Update Procedures.*

Contractor's pricing information is included in the posted Pricelist linked from the Contractor Information page.

VOLUME DISCOUNTS

Contractor may offer volume discounts at the transaction level using the thresholds listed on each Contractor's Information Page.

PROMPT PAYMENT DISCOUNTS

Contractor may offer prompt payment discounts at the transaction level. Please refer to the Contractor's Information Page.

CONTRACT PRICELIST UPDATE PROCEDURES

The procedures below outline how Contract pricelist updates will be handled under this Contract. NOTE: THE FOLLOWING PROCEDURES ARE NOT APPLICABLE TO CONTRACTOR PROPOSED CHANGES TO CONTRACT TERMS AND CONDITIONS. Any implied or express request for changes in or additions to existing Contract terms and conditions, including new terms and conditions associated with a specific product line being added to the Contract for the first time, requires a formal Contract amendment and requires the approval of OGS. New or revised Contract terms and conditions are subject to the restrictions set forth in Appendix B, Section 27, *Modification of Contract Terms.*

1. General
   Contractor may update their pricelist as follows**:**

   1. In the first year of the Contract, the Contractor shall be allowed to update the pricelist twice to add/delete Products and services as established by the Contractor in their normal course of business. However, pricelist updates must be submitted no earlier than sixty (60) calendar days from the date of OGS approval of prior pricelist update. There shall be no price increases allowed for existing Products and services during the first year of the contract.

   2. Commencing with the second year of the Contract, the Contractor may update the pricelist semiannually to reflect Contractor price changes and the addition/deletion of Products and services as established by the Contractor in their normal course of business; thirty (30) calendar days from the anniversary date of the Contract; and, thirty (30) calendar days from the semiannual anniversary date of the Contract. The thirty (30) calendar days includes the anniversary and semiannual anniversary date of the Contract.

Any new Products or services added to pricelists shall have a discount structure consistent with existing Products and services on the pricelist that are comparable in scope. Contractors shall submit their updated pricelist to the OGS Procurement Services contract administrator pursuant to the requirements of this section for review and written approval prior to issuing to Authorized Users or posting to the Contractor's dedicated New York State website.

All approved pricelist updates shall apply prospectively upon approval by OGS. Any request for a pricelist update not received in accordance with this section shall be deemed denied. Total price increases for pricelist updates in a single year of the Contract shall not exceed the escalation cap in set forth in subdivision (4), Escalation Cap, below. All percentage discounts shall remain firm (unchanged) or they may increase for the duration of the Contract.

2. Pricelist Format
   Contractor is required to submit Contract pricelist updates electronically in an unprotected Microsoft Excel (2013 or lower version) spreadsheet either on CD or via e-mail to the OGS Procurement Services contract administrator. The pricelist must be dated and the format shall be consistent with the format of the Contractor's approved Contract pricelist. The pricelist shall separately include and identify (e.g., by use of separate worksheets or by using highlighting, italics, bold and/or color fonts):
   1. Price increases;
   2. Price decreases;
   3. Products being added; and
   4. Products being deleted.

3. Contractor's Submission of Contract Updates
   In connection with any Contract pricelist update, OGS reserves the right to:
   1. Request additional information;

2. Reject Contract updates;
3. Remove Products from Contracts;
4. Remove Products from Contract updates; and
5. Request additional discounts for new or existing Products.

4. Escalation Cap
In a single year of the Contract the total request for price increases shall not exceed the lesser of:
1. three (3%) percent annually, or
2. the percent increase in the latest available National Consumer Price Index - All Urban Consumers (CPI-U), Not Seasonally Adjusted, U.S. City Average, All Items (Series Id: CUUR0000SA0,CUUS0000SA0); as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. CPI-U data may be obtained at www.bls.gov.

The following example illustrates the computation of percent change:

CPI for current period	230.000
Less CPI for previous period	225.000
Equals index point change	5.000
Divided by previous period CPI	225.000
Equals	0.022
Result multiplied by 100	0.022 x 100
Equals percent change	2.2

The "CPI for current period" shall be the index in effect at the time the Contract pricelist update request is received; "CPI for previous period" shall be the index in effect when the Contract pricelist was last updated.

5. Supporting Documentation
Each pricelist update request must be accompanied by an electronic copy of Contractor's nationally published pricelist(s) in its original format detailing current list prices relevant to the Products the Contractor is updating. If the NYS net prices are based on a GSA Schedule or WSCA Contract, that pricing must also be included with the update request.

6. Cover Letters
All Contract pricelist updates shall be accompanied by a cover letter describing the nature and purpose of the update (e.g., update requested in order to reflect a recently approved GSA Schedule or WSCA Contract pricing update, to add/delete Products or services, etc.).

GSA Pricing
Where NYS net pricing is based upon an approved GSA Supply Schedule:

1. Associated Discounts: The State is entitled to all associated discounts enumerated in the GSA Supply Schedule (including, but not limited to, discounts for additional sites and volume discounts), as well as any other pricing or discount terms as are expressly enumerated in the NYS Contract or GSA schedule, when calculating the NYS Net Price; and

2. Industrial Funding Fee: GSA pricing incorporates a sum referred to as the "GSA Industrial Funding Fee." ("IFF") OGS reserves the right to require either that: the IFF is remitted directly to OGS, or the NYS Contract prices are reduced by an amount equivalent to the IFF. If the latter, the NYS Net Price shall be calculated by reducing the published GSA price, after the discounts, if any, set forth in paragraph (1), above, downward by the amount of the IFF, currently set at .75%. Therefore, the "NYS Net Price" shall be calculated by multiplying 0.9925 times the GSA price.

CONTRACT PERIOD AND RENEWAL

The term of this Contract shall be for five (5) years. The contract shall commence after all necessary approvals by both parties and shall become effective upon the mailing or electronic communication of the final executed contract documents (see Appendix B, *Contract Creation/Execution*). All Contracts will terminate conterminously five (5) years from the date of the approval of the first contract awarded as a result of the IFB or any subsequent periodic recruitment.

The parties may renew the contract by written agreement signed by both parties, upon expiration of the original term and approval of the OGS, for two (2) additional one (1) year terms.

TERMINATION FOR CONVENIENCE

The State of New York retains the right to cancel this Contract, in whole or in part without reason (see Appendix B, §46.b, *Termination for Convenience*).

SHORT TERM EXTENSION

In the event a replacement Contract has not been issued, any Contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one (1) month upon notice to the Contractor with the same terms and conditions as the original Contract and any approved modifications. With the concurrence of the Contractor, the extension may be for a period of up to three (3) months in lieu of one (1) month. However, this extension terminates should a replacement Contract be issued in the interim.

PERIODIC RECRUITMENT

The State reserves the right to add Contractors beginning in the second year of the Contract and at one year intervals thereafter. The State will formally announce when the bid is reissued, at the discretion of the State. Contractors shall be required to submit such Bid documentation as required by OGS, which may include additional applicable statutory requirements currently in effect at the time of the new Bid solicitation. Once awarded a Contract, a Contractor may not resubmit a Bid for future consideration. In addition, if a Bid is deemed non-responsive under periodic recruitment, a vendor cannot reapply for a future Contract until the next periodic recruitment period. For Contracts that are awarded under periodic recruitment, the Contract term will commence upon OGS approval in accordance with Appendix B, Section 24, *Contract Creation/Execution* and will terminate on the then current end date of the Contract or at the end of any approved extension or renewal period.

Vendors shall be required to submit this original bid document which may include additional applicable statutory requirements currently in effect at the time of the new bid solicitation. Contractors are advised to review the "Qualification of Contractors" clause before submitting a bid under periodic recruitment to ensure they can meet all bid requirements. Under periodic recruitment, the Bidder must demonstrate proof of a minimum sales volume of $1,000,000 in Products and services for the pricelist offered to national public entities in the 36 month period preceding the Bid opening date. Required proof of sales should be submitted at the time of Bid submission. Failure to submit proof of sales at the time of Bid submission may result in rejection of a Bid. NYS OGS Procurement Services reserves the right to request copies of purchase orders and/or invoices for verification or clarification. In addition, if a Bid is rejected under periodic recruitment, a Bidder cannot reapply for a future contract until the next periodic recruitment period. For Bids that are awarded under periodic recruitment, the Contract term will commence upon award and terminate on the current end date of the Contract unless an extension is mutually agreed upon between Procurement Services and the Contractor.

CONTRACT ADVERTISING

In addition to the requirements set forth in Appendix B, *Advertising Results*, any Contractor advertisements, promotional literature and/or Contract description(s) of Contract awards must be reviewed and approved by Procurement Services prior to issuance.

INSTALLATION AND NETWORKING

Installation and Networking shall result in fully operational Audio Visual Equipment that is ready for use by an Authorized User. Installation and Networking offerings must be directly related to the operational functioning of the Audio Visual Equipment procured under the Contract and shall be submitted through Attachment 1, Pricelist (Revised September 29, 2015). The Contract is not intended to be a mechanism to procure standalone Networking Services unrelated to Audio Visual Equipment procured under the Contract.

MAINTENANCE AND SUPPORT SERVICES

The following Maintenance and support offerings are authorized under the Contract. Any services procured under the Contract must be directly related to the Audio Visual Equipment purchased under this Contract. The Contractor agrees that malfunctions that cannot be immediately diagnosed and attributed to a certain piece of equipment will require the participation of the Contractor until the problem resolution and responsibility is identified. Maintenance plan options which are available as part of the Contractor’s standard commercial offerings may be offered under this Contract.

1. **Audio Visual Equipment Maintenance:** Services to protect the Audio Visual Equipment, including but not limited to remedial repairs and upgrades, and Software/firmware updates. Contractor shall maintain the Product, while covered under Maintenance, so as to provide Authorized User with the ability to utilize the Product without significant functional downtime to the Authorized User's ongoing business operations.

2. **Legacy Maintenance:** Contractor may offer Maintenance services on EOL Equipment that is not being offered under this Contract, provided that the equipment fits the scope of the Contract set forth in Section titled, *Scope*.

3. **Extended Warranty Services:** For equipment purchased under this Contract, Contractor may offer extended warranty services, which extend the Product warranty beyond the required one (1) year warranty period.

4. **Remote Administration Services:** Contractor's pricelist must include a description of any remote administration service offerings. Connections to networks must be performed in a manner prescribed by an Authorized User to preserve the integrity of the network, confidentiality and integrity of information transmitted over that network, and the availability of the network. Remote administration shall be directly related to monitoring Audio Visual Equipment performance and diagnostics. Any Remote Administrative Services involving storage of Authorized User data in the Cloud is excluded from the scope of this Solicitation. All remote administration services shall be compliant with New York State Cyber Security Policy P03-002, as may be amended, modified or superseded: https://www.its.ny.gov/sites/default/files/documents/enterprise_information_security_policy_v5.0.pdf.

5. **Assembly/Configuration/Installation/Networking Services:**
   Assembly/Configuration/Installation/Networking Services may include moving Audio Visual Equipment to its final location, uncrating, assembling, adjusting, connecting to the network and leaving free-standing equipment ready to operate to the full extent of its design capabilities. These services do not include any installation that is considered Public Works under the New York State Labor Law. See Appendix B, §39, *Installation*, for terms applicable to installation. These services may include, but are not limited to, the following:

   1. System setup (e.g., key operator orientation, system parameters);
   2. System enhancement (e.g., memory upgrades, network interfaces);
   3. Network set up, including but not limited to, applying network settings, and verification of network functionality;
   4. Software installation; and
   5. Hardware verification (including appropriate tests and diagnostics to ensure proper Product operation).

   Installation work which is considered Public Works in accordance with the New York State Labor Law is **excluded** from purchase under this Contract. Historically, the New York State Bureau of Public Works has maintained that installation, maintenance and repair of equipment attached to any wall, ceiling or floor or affixed by hard wiring or plumbing is Public Work. In contrast, installation of a piece of equipment which is portable or a "plug-in" free-standing unit would not be considered Public Work. Thus, this Contract does not authorize installation where the equipment becomes a permanent part of the building structure, or is otherwise incorporated into the fabric of the building (e.g., installation on a wall, ceiling or floor in a fixed location, or affixed by hard-wiring or plumbing). See Appendix B §8, *Prevailing Wage Rates - Public Works and Building Services Contracts*. For questions about whether a proposed installation constitutes public work, please contact the New York State Department of Labor's Bureau of Public Work District Office in your area. A listing of district offices and contact information is available at http://www.labor.state.ny.us/workerprotection/publicwork/PWContactUs.shtm.

6. **Professional Services (Consulting, Training, and other Incidental services which are billed hourly):** An Authorized User may acquire consulting, training and other incidental services directly related to the Audio Visual Equipment purchased under this Contract on a limited basis. Professional Services shall not exceed twenty (20%) percent of the Total Order Price for Audio Visual Equipment, maintenance, Software and Software maintenance. Professional Services which exceed twenty percent (20%) must be procured using the OGS HBITS Contract or another procurement process selected by the Authorized User. Professional services may include, but are not limited to the following:

1. **Consulting Services**
   A. Custom system integration including network system requirements other than the standard configurations identified in Section 5 above; or
   B. Customized configurations: When requesting customized configuration services, an Authorized User will provide the Contractor with technical specifications and any applicable customized Software applications for testing and evaluation on the proposed systems. Prior to placing orders for additional Audio Visual Equipment, it is the responsibility of the Authorized User and the Contractor to ensure that the custom configuration will satisfactorily operate on any additional systems to be purchased.
2. **Training Services:** Training Services may include pre-packaged training Products, and/or the development or customization of training programs as requested, including live training, computer based/multi-media training which encompasses internet-delivered training, and/or video based training.
3. **Incidental Services:** Incidental Services include services which may be required for the integration/implementation or deployment of Products purchased under this Contract and has been approved by OGS for inclusion under the Contract.

EMPLOYEE INFORMATION REQUIRED TO BE REPORTED BY CERTAIN CONSULTANT CONTRACTORS and SERVICE CONTRACTORS

Chapter 10 of the Laws of 2006 amended the Civil Service Law and the State Finance Law, relative to maintaining certain information concerning Contract Employees working under State Agency service and consulting Contracts. State Agency consultant Contracts are defined as "Contracts entered into by a state Agency for *analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal, or similar services*" ("covered consultant Contract" or "covered consultant services"). The amendments also require that certain Contract Employee information be provided to the state Agency awarding such Contracts, OSC, DOB and CS. The effective date of these amendments was June 19, 2006. The requirements will apply to the covered Contracts awarded on and after such date.

To meet these requirements, the Contractor agrees to complete:

A. Form A - Contractor's Planned Employment Form, if required. Note: State Agencies are required to furnish this information but may require a Contractor to submit the information.

B. Form B - Contractor's Annual Employment Report. Throughout the term of the Contract by May 15th of each year the Contractor agrees to report the following information to the State Agency awarding the Contract, or if the Contractor has provided Contract Employees pursuant to an OGS centralized Contract, such report must be made to the State Agency purchasing from such Contract. For each covered consultant Contract in effect at any time between the preceding April 1st through March 31st fiscal year or for the period of time such Contract was in effect during such prior State fiscal year Contractor reports the:

1. Total number of Employees employed to provide the consultant services, by employment category.
2. Total number of hours worked by such Employees.
3. Total compensation paid to all Employees that performed consultant services under such Contract.*

***NOTE:** The information to be reported is applicable only to those Employees who are directly providing services or directly performing covered consultant services. However, such information shall also be provided relative to Employees of Subcontractors who perform any part of the service Contract or any part of the covered consultant Contract. This information does not have to be collected and reported in circumstances where there is ancillary involvement of an Employee in a clerical, support, organizational or other administrative capacity.

Contractor agrees to simultaneously report such information to The Department of Civil Service (CS) and OSC as designated below:

Department of Civil Service
Alfred E. Smith State Office Building
Albany, NY 12239

Office of the State Comptroller
Bureau of Contracts
110 State St., 11th Floor
Albany, New York
Attn: Consultant Reporting
Fax: (518) 474-8030 or (518) 473-8808

Contractor is advised herein and understands that this information is available for public inspection and copying pursuant to §87 of the New York State Public Officers Law (Freedom of Information Law). In the event individual

Employee names or social security numbers are set forth on a document, the State Agency making such disclosure is obligated to redact both the name and social security number prior to disclosure. Further information is available in Section XI.18.C of the Office of the State Comptroller's Guide to Financial Operations (http://www.osc.state.ny.us/agencies/guide/MyWebHelp/), "Consultant Disclosure Legislation."

Instructions for Completing Form A and B:
Form A and Form B should be completed for Contracts for consulting services in accordance with Section XI.18.C of the Office of the State Comptroller's Guide to Financial Operations (http://www.osc.state.ny.us/agencies/guide/MyWebHelp/), "Consultant Disclosure Legislation," and the following:

A. Form A - Contractor's Planned Employment Form (available from and submitted to the using Agency, if necessary.) (Form AC-3271-S: http://www.osc.state.ny.us/agencies/forms/index.htm)

B. Form B - Contractor's Annual Employment Report (to be completed by May 15th of each year for each consultant Contract in effect at any time between the preceding April 1st through March 31st fiscal year and submitted to the CS, OSC and procuring Agency.) (Form AC-3272-S: http://www.osc.state.ny.us/agencies/forms/index.htm)

Scope of Contract: choose a general classification of the single category that best fits the predominate nature of the services provided under the Contract.

Employment Category: enter the specific occupation(s), as listed in the O*NET occupational classification system, which best describes the Employees providing services under the Contract.

*(Note: Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at online.onetcenter.org to find a list of occupations.)*

Number of Employees: enter the total number of Employees in the employment category employed to provide services under the Contract during the report period, including part time Employees and Employees of subcontractors.

Number of Hours: enter the total number of hours worked during the report period by the Employees in the employment category.
Amount Payable under the Contract: enter the total amount paid by the State to the State Contractor under the Contract, for work by the Employees in the employment category, for services provided during the report period.

SOFTWARE

Software offered must be in a format that does not require any conversion by the Authorized User and shall meet the following additional requirements:

1. The Software is available as part of the Contractor's standard commercial offerings; and
2. The Software is directly related to the operational function or the remote administration of the Audio Visual of the Audio Visual Equipment

Any Software currently on the NYS Miscellaneous Software Catalog contract Prohibited List is excluded from purchase under this Contract, except when the Software is pre-loaded on the Audio Visual Equipment at the time of purchase. The Prohibited List may be accessed on the OGS website: http://www.ogs.ny.gov/purchase/snt/awardnotes/79518Prohibited.pdf.

Software offered under this Contract shall be licensed in accordance with the Software developer's standard license and warranty terms.

RELATED THIRD PARTY PRODUCTS

Third Party Products which meet and comply with all of the following criteria may be authorized for sale under this Contract:
1. The Third Party Product is available as part of the Contractor's standard commercial offerings.
2. The Third Party Product fits the scope of and is directly related to the operation of Products that fit the scope of the Contract.

If the Third Party Product is available on another NYS Contract, such item will only be approved for inclusion on this Contract in accordance with Section titled, *Overlapping Contract Items*. If the Third Party Product is not available on another NYS Contract, then price reasonableness must be established in order for such item to be added to the Contract.

USE OF RESELLERS/DISTRIBUTORS/ALTERNATE CHANNEL PARTNERS

Contractor must provide service, sales and support staff to service Authorized Users geographically located at multiple purchasing locations throughout New York State. Contractor shall ensure that sufficient resources are available directly, or through authorized Resellers to ensure maximum service capability throughout the State. The State agrees to permit Contractor to utilize approved, designated value added resellers (VARs), distributors, dealers, and sales agents to participate as alternate channel partners (collectively referred to as "Resellers") for Contractor. Such participation is subject to the following conditions:

1. Designation of Reseller(s): Contractor shall specify whether orders must be placed directly with Contractor, or may be placed directly with designated Reseller(s). When Reseller(s) are submitted for approval, Contractor must provide the State, in advance, with all necessary ordering information, billing addresses, Federal Identification Numbers, and NYS Vendor Identification Numbers in the format requested in Reseller Directory. Failure to accurately provide all required information may result in processing delays.

2. Conditions of Participation: Reseller(s) must be approved in advance by the State as a condition of eligibility under the Contract. The State also reserves the right to rescind any such participation or request that Contractor name additional Resellers, in the best interests of the State, at the State's sole discretion, at any time. Contractor shall have the right to qualify Reseller(s) and their participation as fulfillment agents under this Contract by product line, contracting program (e.g., government/educational sales), geographic region, size/sales volume, technical training or other criteria ("qualifying criteria"), provided that: i) such qualifying criteria are uniformly applied to all potential Resellers based upon Contractor's established, neutrally applied commercial/governmental program criteria, and not to a particular procurement; ii) all general categories of qualifying criteria must be disclosed by the Contractor to the State, in advance, at the beginning of the Contract term; iii) those qualifying criteria met by the Reseller must be identified on the form provided in Reseller Directory at the time that Reseller approval is requested under this paragraph; and iv) immediate advance notice is provided to OGS in the event that a change in Reseller's status occurs during the Contract term.

3. All Resellers who have been approved in accordance with the foregoing paragraph shall be eligible to quote lower than Contract pricing for procurements under this Contract which meet their qualifying criteria. Except as otherwise set forth in Reseller Directory, Contractor warrants and represents that it shall not, directly or indirectly, by agreement, communication or any other means, restrict any Reseller's participation or ability to quote a particular order. Reseller Directory updates will be allowed no more than twice annually. On the first business day of the month following the sixth and twelfth months of each contract year, Contractors shall be given an opportunity to submit revised Reseller Directories electronically. When submitting Reseller Directory updates, Contractors shall be required to separately specify additions, deletions, and/or any other changes to the directory in an accompanying communication submitted with the request in order to facilitate a more expeditious review; failure to do so may result in the rejection of the request.

4. Responsibility for Reporting/Performance: Contractor shall be fully liable for Reseller(s)' performance and compliance with all Contract terms and conditions. Product purchased through Reseller(s) must be reported by Contractor in the required monthly reports to the State as a condition of payment. In addition to inclusion of Reseller(s) volume in the Contractor's monthly reporting obligation to the State, at the request of Authorized User, Reseller(s) shall provide Authorized User with quarterly reports of the individual Authorized User's Contract activity with Reseller.

5. Applicability of Contract Terms: Product or services ordered directly through Reseller(s) shall be limited to Products or services currently approved for inclusion under this Contract and shall be subject to all terms and conditions of this Contract as a condition of Reseller participation.

ORDERS

Contractor shall be capable of accepting orders manually, via facsimile, and, electronically via email. As an option, Contractor may also accept orders electronically via the Internet through a web-based ordering system. Contractor shall be required to provide written quotes to Authorized Users who request them prior to placing an order, which

quote details the SKU corresponding with the approved product list, List Price, discount, and Net Price, as applicable.

The web-based ordering system, if offered, shall allow Authorized Users to enter orders and have full order inquiry capabilities. All orders (manual, fax, electronic) shall reference requisition and/or purchase order number as required. If offering a web-based ordering system, the Bidder represents and warrants that it is the sole owner of the software product used for its ordering system, or, if not the owner, has received all proper authorizations from the owner to license the software product, and has the full right and power to grant the rights contained in any Contract resulting from this Invitation for Bids and as described further in Appendix B. Bidder further warrants and represents that the software product is of original development, and/or that the package and its use will not violate or infringe upon any patent, copyright, trade secret or other property right of any other person/company.

The web-based ordering system, if offered, shall be capable of processing, controlling, documenting, and reporting on the following minimum data elements:

- Contractor Name and Address
- Agency/Facility/Political Subdivision, etc.
- Contract Number
- Purchase Order/Requisition Numbers
- Contact (individual placing order)
- SKU/PN & Product Description
- Net Price
- Extended and Total Amounts

If offering a web-based ordering system, the Contractor shall provide any necessary software (excluding communication software) and training guides/manuals or online support in the use of the web-based ordering system at no additional cost to all Authorized Users capable of placing orders electronically. Samples of software and training guides/manuals may be required. If requested, Bidder must demonstrate its system at an Albany, NY area location designated by the State.

MINIMUM ORDER

Minimum order shall be $100.00. Contractor may elect to honor orders for less than the minimum order; however, no additional charges shall be allowed.

NEW YORK STATE PURCHASING CARD

See "Purchasing Card" in Appendix B, OGS General Specifications. Contractors indicated if they will accept the NYS Purchasing Card for orders not to exceed $85,000. For all purchases executed using a New York State Purchasing Card, Contractor shall provide an itemized receipt with each delivery. Contractor shall state the discount offered when using the NYS Purchasing Card on each Contractor's Information page.

INTERNET WEBSITES

The State encourages Contractors to provide a designated NYS Contract website for Authorized Users' direct access. This website will be listed under the Contractor information. The website will be the responsibility of the Contractor to maintain and keep updated. Changes in Products/services or pricing must be approved by Procurement Services prior to addition to the website. Hard copy catalog and pricelists, either in paper format or electronic format, must be available to all Authorized Users who either do not have Internet access or prefer the optional format.

PURCHASE ORDERS AND INVOICING

All Purchase Orders and invoices shall include the Contract number and a line by line listing of separate charges. Order confirmation shall mean that the Contractor has received the purchase order, has reviewed it for compatibility with the Item currently on Contract, has resolved any non-compatibility problems with the Authorized User, and has entered the order, assigned an order number with anticipated delivery date.

PURCHASE ORDERS

Purchase orders are to include the following information:

1. Contract number
2. Contractor name
3. SKU/PN and Product/service description

4. Net Price

INVOICES

Authorized Users are instructed not to process invoices that do not include the required information set forth below. Invoices must be detailed and include in the body of the invoice or an attachment to the invoice **all** of the following items. Failure to comply may result in lengthy payment delays. Original invoices must follow the billing instructions contained in the purchase order. Invoices shall include, at a minimum, the following information:

1. Contract number
2. Contractor name
3. NYS Vendor Identification Number
4. Purchase Order number
5. SKU/PN and Product/service description
6. Line item breakdown of all charges to include Net Price of each Product/service

Cost centers or branch offices within an Authorized User may require separate invoicing as specified by each Authorized User. The Contractor's billing system shall be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users.

BACKORDERING

Backordering shall be permissible only when authorized by the ordering Authorizes User. Contractor must complete orders within the guaranteed delivery period offered.

PACKING SLIPS

A legible packing slip and/or purchase order copy must accompany each shipment. The carton containing packing slip must be so marked.

PRODUCT RETURNS BECAUSE OF QUALITY PROBLEMS

Upon written notification by the Authorized User to the Contractor, Products determined to have quality problems, outdated product, damage, etc., shall be picked up by the Contractor within ten (10) business days after notification with no restocking charge. The Authorized User shall elect whether to receive a replacement product, have the Contractor make any necessary repairs, or receive a credit/refund for the full purchase price. The Authorized User must conduct its inspection, and notify the Contractor within 30 calendar days of delivery.

PRODUCT RETURNS DUE TO AUTHORIZED USER ERROR

Products ordered in error by an Authorized User, except for "made-to-order" or customized products, shall be returned by Authorized User at its expense for credit within fifteen (15) business days of delivery. Standard stock products must be in resalable condition (original packaging, unused). The Contractor may charge a restocking fee--not to exceed ten percent--for product returns due to Authorized User error.

Prior to fulfilling an order for "made-to-order" or customized Products for which returns due to Authorized User error are unavailable, Contractor must notify the Authorized User in writing that such returns will be unavailable, and Contractor must obtain Authorized User's agreement and written approval of the unavailability of such returns, prior to fulfilling the order.

PRODUCT ACCEPTANCE

Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, an Authorized User shall have thirty (30) days from the date of delivery to accept Products. Where the Contractor is responsible for installation, acceptance shall be from completion of installation. Title or other property interest and risk of loss shall not pass from Contractor to the Authorized User until the Products have been accepted. Failure to provide notice of acceptance or rejection or a deficiency statement to the Contractor by the end of the period provided for under this clause constitutes acceptance by the Authorized User as of the expiration of that period.

CONTRACT PAYMENTS

Payments cannot be processed by Authorized Users until the items have been delivered and accepted. Payment will be based on any invoice used in the Contractor's normal course of business. However, such invoice must contain all requirements in Section *Purchase Orders and Invoicing*.

CONTRACT ADMINISTRATOR

Contractor must provide a dedicated Contract Administrator to support the updating and management of the Contract on a timely basis. Contractor must notify OGS within five (5) Business Days if its Contract Administrator changes, and provide an interim contact person until the position is filled. Changes to Contractor contact information, including the designation of a new Contract Administrator, shall be submitted electronically via e-mail to the OGS Contract Management Specialist.

TOLL-FREE NUMBER

A Contractor must provide a toll-free telephone number for the Authorized User usage. Contractor must staff this toll-free number at a minimum from 8:00 a.m. to 5:00 p.m. ET Monday through Friday, excluding NYS holidays. If Contractor does not currently maintain a toll-free number, the Contractor must be willing to establish one prior to award of Contract.

INSURANCE REQUIREMENTS

The Contractor shall procure, at its sole cost and expense and shall maintain in full force at all times during the term of this Contract, all policies of insurance pursuant to the requirements outlined in Insurance Requirements of the bid solicitation.

PERFORMANCE AND BID BONDS

There are no bonds for this Contract. In accordance with Appendix B, *Performance/Bid Bond*, the Commissioner of OGS has determined that no performance, payment or Bid bond, or negotiable irrevocable letter of credit or other form of security for the faithful performance of the Contract shall be required at any time during the Term of the resulting Contract.

REPORT OF CONTRACT USAGE

Contractor shall furnish a report of all Product provided under the Contract during each semiannual period, no later than the 15th of the month following the close of each half year. Purchases by Non-state agencies, political subdivisions and others authorized by law shall be reported in the same report and indicated as required. A template for such report is included in Attachment 9, Contract Usage Report. All fields of information shall be accurate and complete. The report is to be submitted electronically via electronic mail utilizing the template provided in Microsoft Excel 2013, or lower version (or as otherwise directed by OGS), to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, Award Number, Contract Number, Sales Period, and Contractor's (or other authorized agent) Name, and all other fields required. OGS reserves the right to amend the report template during the Contract term.

AUTHORIZED USER SALES REPORT

Upon written request by an Authorized User, the Contractor shall furnish to such Authorized User, on a monthly basis, a report listing the following: name of products purchased, quantity purchased, unit price and total dollar volume of purchases.

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR EQUAL EMPLOYMENT AND BUSINESS PARTICIPATION OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND NEW YORK STATE CERTIFIED MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

POLICY STATEMENT

The New York State Office of General Services ("OGS"), as part of its responsibility, recognizes the need to promote the employment of minority group members and women and to ensure that certified minority and women-owned business enterprises have opportunities for maximum feasible participation in the performance of OGS contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority- and women-owned business enterprises had a full and fair opportunity to participate in State contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority- and Women-Owned Business Enterprises: Evidence from New York" (the "Disparity Study"). The Disparity Study found evidence of statistically significant disparities between the level of participation of minority- and women-owned business enterprises in State procurement contracting versus the number of minority- and women-owned business enterprises that were ready, willing and able to participate in State procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment

and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that OGS establish goals for maximum feasible participation of New York State certified minority- and women-owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS
The Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over $25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State agency (the "Work") except where the Work is for the beneficial use of the Contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

Contractor further agrees to submit with the bid a staffing plan on Form EEO 100 identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to OGS, a workforce utilization report on Form EEO 101, identifying the workforce actually utilized on the Contract if known.

Further, pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES (MWBEs)
New York State Executive Law Article 15-A requires that OGS provide opportunities for the maximum feasible participation of New York State certified minority- and women-owned business enterprises in the performance of OGS contracts. OGS has determined that it will not place MWBE participation goals on contracts resulting from this procurement because there are not sufficient subcontracting opportunities available in the audio visual industry as related to the purchases of audio visual equipment and accessories. However, contractors should use good faith efforts to engage MWBEs as subcontractors to the extent that such opportunities exist. Additionally, OGS strongly encourages all certified minority- and women-owned businesses to submit a proposal in response to this Solicitation. Finally, OGS encourages those minority- and women-owned companies that are not certified by the Empire State Development Division of Minority- and Women-Owned Businesses to become certified at the earliest opportunity. Information regarding the certification process can be viewed at:
http://esd.ny.gov/MWBE/Certification.html

NEW YORK STATE FINANCIAL SYSTEM (SFS)

New York State is currently operating on an Enterprise Resource Planning (ERP) system, Oracle PeopleSoft software, referred to as the Statewide Financial System (SFS). SFS is currently on PeopleSoft Financials version 9.2 Bundle 18, operating on PeopleTools version 8.49.33.

The State is also implementing an eProcurement application that supports the requisitioning process for State Agencies to procure goods and services in SFS. This application provides catalog capabilities. Vendors with centralized contracts have the ability to provide a "hosted" or "punch-out" catalog that integrates with SFS and is available to Authorized Users via a centralized eMarketplace website. There are no fees required for a Vendor's participation in the catalog site development or management. Upon completion and activation of an on-line catalog, State agencies will process their orders through the SFS functionality and other Authorized Users can access the catalog site to fulfill orders directly.

The State is also implementing the PeopleSoft Inventory module in the near future to track inventory items within the item master table. Further information regarding business processes, interfaces, and file layouts may be found at: www.sfs.ny.gov and http://www.osc.state.ny.us/agencies/guide/MyWebHelp/.

USE OF RECYCLED OR REMANUFACTURED MATERIALS

The New York State, as a member of the Council of Great Lakes Governors, supports and encourages vendors to use recycled, remanufactured or recovered materials in the manufacture of products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the product or packaging unless such use is precluded due to health or safety requirements or product specifications contained herein. Refurbished or remanufactured components or products are required to be restored to original performance and regulatory standards and functions and are required to meet all other requirements of this Bid solicitation. Warranties on refurbished or remanufactured components or products must be identical to the manufacturer's new equipment warranty or industry's normal warranty when remanufacturer does not offer new equipment. See "Remanufactured, Recycled, Recyclable or Recovered Materials" in Appendix B, Section 13, *Remanufactured, Recycled, Recyclable or Recovered Materials.*

BULK DELIVERY AND ALTERNATE PACKAGING

New York State encourages the use of innovative packaging that reduces the weight of packaging and the generation of packaging waste. A contractor is encouraged to use reusable materials and containers and to utilize packaging configurations that take advantage of storage containers designed to be part of the product for the shipment of multi-unit purchases. New York State recognizes that these packaging methods are in the development stage and may not be currently available. Authorized Users are urged to inquire about these programs at the time of purchase and determine the best solution for their needs.

SURPLUS/TAKE-BACK/RECYCING

1. A State agency is reminded of its obligation to comply with the NY State Finance Law §§167, Transfer and Disposal of Personal Property, and 168, The Management of Surplus Computer Equipment, regarding transfer and disposal of surplus personal property before utilizing take-back, recycling, or other options for disposition of equipment that is still in operable condition.

2. If Contractor offers a take-back/recycling program, then Contractor shall provide a record of disposition to each Authorized User who participates in the take-back/recycling program for units transferred for disposition. Contractor shall provide documentation that the units were disposed of in an environmentally sound manner in compliance with applicable local, state and federal laws. See Section 3 below for specific requirements governing electronic equipment recycling.

3. The NYS Department of Environmental Conservation (DEC) Electronic Equipment Recycling and Reuse Act ("Act") (Environmental Conservation Law, Article 27, Title 26, Electronic Equipment Recycling and Reuse), requires manufacturers to establish a convenient system for the collection, handling, and recycling or reuse of electronic waste. If Contractor is a manufacturer of electronic equipment covered by the Act, Contractor agrees to comply with the requirements of the Act. More information regarding the Act can be found on the DEC website at: http://www.dec.ny.gov/chemical/65583.html.

4. If a Contractor offers a take-back/recycling program or offers an electronic equipment recycling program pursuant to the Act, and an Authorized User participates in same, then the Authorized User shall ensure the destruction of all data from any hard drives surrendered with the machines/covered electronic equipment. Contractor shall not require an Authorized User to surrender the hard drive, as an Authorized User may wish to retain the hard drive for security purposes. Contractor shall advise the Authorized User in advance if the retention of the hard drive results in additional fees or reduction in trade-in value. It is recommended that an Authorized User use a procedure for ensuring the destruction of confidential data stored on hard drives or other storage media that meets or exceeds the National Institute of Standards and Technology (NIST) Guidelines for Media Sanitation as found in NIST Special Publication 800-88.

ENVIRONMENTAL ATTRIBUTES AND NYS EXECUTIVE ORDER NUMBER 4

New York State is committed to environmental sustainability and endeavors to procure products with reduced environmental impact. One example of this commitment may be found in Executive Order No. 4 (Establishing a State Green Procurement and Agency Sustainability Program), which imposes certain requirements on state agencies, authorities, and public benefit corporations when procuring commodities, services, and technology. More information on Executive Order No. 4, including specifications for offerings covered by this Contract, may be found at: http://ogs.ny.gov/EO/4/Default.asp. State entities subject to Executive Order No. 4 are advised to become familiar with the specifications that have been developed in accordance with the Order, and to incorporate them, as applicable, when making purchases under this Contract.

PREFERRED SOURCE PRODUCTS

Section 162 of the State Finance Law requires that agencies, including Executive Agencies, afford first priority to the products/services of preferred source suppliers such as Corcraft (the marketplace name for the NYS Department of Corrections and Community Supervision, Division of Industries), New York State Preferred Source Program for People who are Blind (NYSPSP), and New York State Industries for the Disabled (NYSID), and others determined by law, when such products/services meet the form, function and utility of the agency. Some products/services in the resultant Contract(s) may be available from one or more preferred sources. An Authorized User must determine if a particular commodity or service is approved for a Preferred Source and follow the requirements of State Finance Law Section 162(3) or (4)(b), respectively, before engaging the Contractor.

NEW YORK STATE VENDOR RESPONSIBILITY

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS or her designee, her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS or her designee issues a written notice authorizing a resumption of performance under the Contract. The Contractor agrees that if it is found by the State that the Contractor's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of OGS or her designee to be non-responsible. In such event, the Commissioner of OGS or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

NEW YORK STATE TAX LAW SECTION 5-A

Tax Law Section 5-a requires certain Contractors awarded state Contracts for commodities, services and technology valued at more than $100,000 to certify to NYS Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to Contracts where the total amount of such Contractors' sales delivered into New York State is in excess of $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

Contractors may consult with DTF's website at http://www.tax.ny.gov/ for additional information and frequently asked questions.

OVERLAPPING CONTRACT ITEMS

Products/services available in the resulting Contract may also be available from other New York State Contracts. Authorized Users will be advised to select the most cost effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection.

"OGS OR LESS" GUIDELINES

Purchases of the Products included in the IFB and resulting Contract are subject to the "OGS or Less" provisions of State Finance Law §163(3) (a) (v). This means that State Agencies can purchase products from sources other than the Contractor provided that such products are substantially similar in form, function or utility to the products herein and are:

1. lower in price

-and/or-

2. available under terms which are more economically efficient to the State Agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State Contractor an opportunity to match the non-contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office and competitive bidding of requirements exceeding the discretionary bid limit. State Agencies should refer to Procurement Council Guidelines for additional information.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Appendix B, Sections 2, *Definitions* ("Authorized User") and 26, *Participation in Centralized Contracts*. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State. Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www.ogs.state.ny.us). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services' Customer Services at 518-474-6717.

NOTE TO ALL NON-STATE AGENCIES AND BIDDERS

All such participating non-State agencies and Bidders understand, acknowledge and agree that the primary responsibility in regard to performance of the Contract, of any obligation, covenant, condition or term thereunder by either such party thereto shall be borne and is expressly assumed by the participating non-State agencies and Contractor and not by the State. In the event of a failure or breach in performance of any such Contract by a non-State Agency or Contractor, the State specifically and expressly disclaims any and all liability for such defective performance or breach, and the eligible participating non-State agencies and Contractor guarantee to save the State, its officers, agents and employees harmless from any liability that may be or is imposed by the failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of the State Centralized Contract.

EXTENSION OF USE

The contract may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting State) and the Contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant Contract 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.

EMERGENCY PURCHASING

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of products or services, the Commissioner reserves the right to obtain such products and services from any source, including but not limited to this Contract, as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

CONTRACTOR PERFORMANCE

Authorized Users should notify the Procurement Services Contract administrator promptly if the Contractor fails to meet the requirements of this Contract. Performance which is otherwise unsatisfactory to the Authorized User should also be reported to Procurement Services.

MERCURY-ADDED CONSUMER PRODUCTS

Contractor agrees that it will not sell or distribute fever thermometers containing mercury or any products containing elemental mercury for any purpose under this Contract.

RESERVATION

The State reserves the right to negotiate lower pricing, or to advertise for bids, any unanticipated excessive purchase. An "unanticipated excessive purchase" is defined as an unexpected order for a Contract product(s) totaling more than $75,000.00.

AMERICANS WITH DISABILITIES ACT (ADA)

The Federal ADA Act, signed into law July 26, 1990, bars employment discrimination and requires all levels of Government to provide necessary and reasonable accommodations to qualified workers with disabilities. Contractors are required to identify and offer any software or hardware products they manufacture or adapt which may be used or adapted for use by visually, hearing, or any other physically impaired individuals. Although it is not mandatory for Contractors to have this equipment in order to receive an award, it is necessary to identify any such equipment offered they have which falls into the above category.

ADDITIONAL REQUIREMENTS

1. NO DRUGS OR ALCOHOL
   For reasons of safety and public policy, in any Contract resulting from this procurement, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.

2. TRAFFIC INFRACTIONS
   The State will not be liable for any expense incurred by the Contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.

APPENDIX A

Appendix A, Standard Clauses For New York State Contracts, dated January 2014, attached hereto, is hereby expressly made a part of this bid document as fully as if set forth at length herein. Please retain this document for future reference and do not return to OGS as part of the bid submission.

APPENDIX B

Appendix B, Office of General Services General Specifications, dated May 2015, attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein and shall govern any situations not covered by this bid document or Appendix A. Please retain this document for future reference and do not return to OGS as part of the bid submission.

APPENDIX B AMENDMENTS

Appendix B, § 60, Indemnification is hereby deleted and replaced with the following:
Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully defend, indemnify and hold harmless the Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from this Contract, without limitation; provided, however, that the Contractor shall not indemnify to the extent any claim, loss or damage arising hereunder is due to the negligent act, failure to act, gross negligence or willful misconduct of the Authorized Users.

The Authorized User shall give Contractor: (i) prompt written notice of any action, claim or threat of suit, or other suit for which Contractor is required to fully indemnify an Authorized User, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action, claim or suit at the expense of Contractor. Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, if it determines there is an issue involving a significant public interest.

In the event that an action or proceeding at law or in equity is commenced against the Authorized User arising out of a claim for death, personal injury or damage to real or personal tangible property caused by any intentional or willful act, gross negligence, or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from the Products supplied under this Contract, and Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the New York State Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract

and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event attempt to secure a continuance to permit the State and the Authorized User to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the State and Authorized User may have. In the event of a dispute regarding the defense, the Contractor and the Attorney General shall try to reach an amicable resolution, but the Attorney General shall have the final determination on such matters.

NOTICE: THIS CONTRACT AWARD NOTIFICATION CONTAINS A SUBSET OF INFORMATION FROM THE SOLICITATION. CONTRACTS RESULTING FROM SOLICITATION 22844 HAVE BEEN EXECUTED BY CONTRACT AWARD LETTER. THE CONTRACT AWARD LETTER SETS FORTH THE ORDER OF PRECEDENCE FOR THE TERMS AND CONDITIONS OF THE EXECUTED CONTRACTS. COMPLETE CONTRACT DETAILS INCLUDING TERMS AND CONDITIONS CAN BE FOUND IN THE SOLICITATION DOCUMENT DATED REVISED SEPTEMBER 29, 2015.

State of New York
Office of General Services
Procurement Services
Contract Performance Report

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one Contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.:_____ **Contractor**._____

Describe Product* Provided (Include Item No., if available):_____

***Note**: "**Product**" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments:_____

_____

_____(over)

Agency:_____ Prepared by:_____

Address:_____ Title:_____

_____ Date:_____

_____ Phone:_____

_____ E-mail:_____

Please detach or photocopy this form & returned to:

OGS Procurement Services
Customer Services, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
customer.service@ogs.ny.gov
* * * * *

NEW YORK STATE OF OPPORTUNITY. | Office of General Services | Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | http://nyspro.ogs.ny.gov | customer.service@ogs.ny.gov | 518-474-6717

Supplemental Contract Award Notification

Title	:	**Group 38806 – Audio Visual Equipment and Accessories (Statewide)** **Classification Code(s): 45**
Award Number	:	**22844-E***
Contract Period	:	**January 5, 2017 – April 14, 2021**
Bid Opening Date	:	**October 7, 2015**
Date of Issue	:	**January 5, 2017**
Specification Reference	:	**As Incorporated Herein**
Contractor Information	:	**Appears on Page 2 of this Award**

Address Inquiries To:

State Agencies & Vendors		Political Subdivisions & Others	
Name :	Jennifer L. Clapham	Procurement Services Customer Services	
Title :	Contract Management Specialist		
Phone :	518-474-2906	Phone :	518-474-6717
E-mail :	jennifer.clapham@ogs.ny.gov	E-mail :	customer.services@ogs.ny.gov

Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.

Description

NOTICE: THIS CONTRACT AWARD NOTIFICATION CONTAINS A SUBSET OF INFORMATION FROM THE SOLICITATION. CONTRACTS RESULTING FROM SOLICITATION 22844 HAVE BEEN EXECUTED BY CONTRACT AWARD LETTER. THE CONTRACT AWARD LETTER SETS FORTH THE ORDER OF PRECEDENCE FOR THE TERMS AND CONDITIONS OF THE EXECUTED CONTRACTS. COMPLETE CONTRACT DETAILS INCLUDING TERMS AND CONDITIONS CAN BE FOUND IN THE SOLICITATION DOCUMENT DATED REVISED SEPTEMBER 29, 2015.

This contract provides Authorized Users with a means of acquiring new Audio Visual equipment and accessories for delivery throughout New York State. Products for purchase by all Authorized Users **include**, but are not limited to Audio, Cameras, Cases & Bags, Non-Cloud Content Management, AV Control, Displays, Interactive Displays, AV Furniture, Mounts & Rigging, Cables, Presentation, Production and Lighting, AV Signal. Management, Routing and Switching, Mobile Presentation Carts/Portable AV Systems, and Related Third Party Products pursuant to Section titled, *Related Third Party Products*. Related options, accessories, consumables, parts, software, maintenance and support services, including, but not limited to, limited installation, networking, extended warranties, maintenance and other related professional services, including for EOL Equipment. **Excluded**: stand-alone computers and tablets, cloud-based products and services, design services, installation services which are considered Public Works in accordance with New York State Labor Law.

This Contract Award Notification contains MWBE goals of 0% MBE and 0% WBE.

PR #22844

CONTRACT #	CONTRACTOR	FED.IDENT.#	NYS VENDOR#
PC67651	Anchor Audio, Inc.	95-2821055	1000032900
PC67652	Audio Enhancement Inc.	26-3421056	1100150839
PC67653	NZS Inc. d/b/a Clary Icon	27-0971882	1100152019
PC67654	Utelogy Corporation	27-1138670	1100151996
PC67549	VWR International, LLC	91-1319190	1000009766

For complete Contractor contract information and Pricing information for this Award, please see the Contractor Information page located on the OGS Website at: http://www.ogs.ny.gov/purchase/spg/awards/3880622844Can.htm

Cash Discount and/or Early Payment Discount, If Shown, Should be Given Special Attention.
INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "INVOICING AND PAYMENT" in this document.)

AGENCIES SHOULD NOTIFY PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible. Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,

- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

ORDER OF PRECEDENCE

The list of documents below address clarifications agreed to by the Contractor and the Office of General Services (OGS) and resolved by the parties and set forth herein in an order of precedence for the Contract award. The documents listed below were included in Solicitation #22844 or provided by the Contractor. Unless otherwise set forth in the procurement or contract documents, conflicts among documents shall be resolved in the following order of precedence:

1. Appendix A (January 2014), Standard Clauses for NYS Contracts (previously provided);
2. Contract Award Letter;
3. Revisions and Clarifications to Bid Specifications dated August 11, 2015, September 10, 2015, September 21, 2015, and September 29, 2015 (previously provided);
4. Invitation for Bids #22844 (Revised September 29, 2015) including all Appendices and Attachments referenced therein (previously provided);
5. Contractor's Bid Prices as stated in Attachment 1 – Pricelist
6. Contractor's Bid

OVERVIEW

This Contract provides Authorized Users with a means of acquiring new Audio Visual equipment and accessories for delivery throughout New York State. Products for purchase by all Authorized Users are described in the Section titled, *Scope*.

Procurement Instructions describing requirements for Authorized Users to purchase from the Centralized Contract are found in the Section titled, *Procurement Instructions*.

ESTIMATED QUANTITIES

All quantities or dollar values listed within this Contract are estimates. No specific quantities or volumes are represented or guaranteed and the State provides no guarantee of individual Authorized User participation. The Contractor(s) must furnish all quantities or dollar values actually ordered. The anticipated dollar value of the award for this IFB, based on historical purchases under previous awards was approximately $20 million annually. The individual value of each resultant Contract is indeterminate and will depend upon the number of Contracts issued and the competitiveness of the pricing offered. Authorized Users will be encouraged to purchase from Contractors who offer the Products, services and pricing that best meets their needs in the most practical and economical manner. See Appendix B, §29, *Estimated/Specific Quantity Contracts* and §26, *Participation in Centralized Contracts*.

Numerous factors could cause the actual value of the Contract to vary substantially from the historical value. Such factors include, but are not limited to, the following:

- The Contract is a nonexclusive Contract;
- There is no guarantee of volume to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases;
- The individual value of the Contract is indeterminate and will depend upon actual Authorized User demand, and actual quantities ordered during the Contract period; and,
- The State reserves the right to terminate the Contract for cause or convenience prior to the end of the term pursuant to the terms and conditions of the Contract.

In Procurement Service's experience, depending on the price of a particular item, the actual volume of purchases for that Product could be substantially in excess of, or substantially below, estimated volumes. Specifically, if actual Contract pricing is lower than anticipated or historical pricing, actual quantities purchased could be substantially greater than the estimates; conversely, if actual contract pricing is higher than anticipated or historical pricing, actual quantities purchased could be substantially lower than the estimates. Contractor acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the Contract could vary substantially from the estimates/historical values provided in this Contract.

DEFINITIONS

Terms used in the IFB documents that have a capitalized first letter shall be defined in accordance with Appendix B, §2 *Definitions*, which is hereby incorporated by reference. The following definitions shall apply:

1. **"Audio Visual (AV) Equipment"** refers to a broad range of equipment generally used in media, science, education, and entertainment to engage the senses of sight and sound, as further specified in Section titled, *Scope*.
2. **"Cloud"** shall mean any Product or service sold as an "as a service" offering or in which Authorized User data is transmitted, acted upon, or stored on non-Authorized User equipment. This may include, but is not limited to, hosted applications, managed security services, and off-site data storage. Cloud includes IaaS, PaaS, SaaS, and XaaS.
3. **"End-of-Life (EOL) Equipment"** refers to Audio Visual Equipment Products that may be nearing the end of their useful life or that an OEM is no longer manufacturing, but which the OEM continues to provide support. EOL Equipment includes equipment currently deployed by Authorized Users, also commonly referred to as legacy equipment.
4. **"List Price"** shall mean Manufacturer's Suggested Retail Price.
5. **"Maintenance"** refers to service and support activities to maintain Audio Visual Equipment in full working order. Maintenance includes, but is not limited to the following: preventative maintenance, troubleshooting and repair, scheduled cleanings, online and telephone support, and remote and on-site diagnostics.
6. "**MWBE"** shall refer to a business certified with NYS Empire State Development (ESD) as a Minority and/or Women-owned Business Enterprise.
7. **"N/A"** is a common abbreviation for *not applicable* or *not available*, used to indicate when information in a certain field on a table is not provided, either because it does not apply to a particular case in question or because it is not available.
8. **"Net Price"** Shall be List Price less all applicable discounts and shall be the price paid by Authorized Users of the resultant Contract.
9. **"NYS Vendor ID"** shall refer to the ten-character identifier issued by New York State when a vendor is registered on the Vendor File.
10. **"Original Equipment Manufacturer (OEM)"** a company that has its name, Product name or logo branded on the Audio Visual Equipment.
11. **"Preferred Source Products"** shall refer to those commodities or services that have been approved in accordance with State Finance Law §162.
12. **"Preferred Source Program"** shall refer to the special social and economic goals set by New York State in State Finance Law §162 that require a governmental entity purchase select commodities and services from designated organizations when the commodities or services meet the "form, function and utility" requirements of the governmental entity. Under State Finance Law §163, purchases of commodities and services from preferred sources are given the highest priority and are exempt from the competitive bidding requirements. The New York State preferred sources include: Corcraft; New York State Preferred Source Program for People who or Blind (NYSPSP; New York State Industries for the Disabled (NYSID); and the Office of Mental Health (OMH). These requirements apply to a State Agency, political subdivision and public benefit corporation (including most public authorities).
13. **"Procurement Services"**((formerly known as NYSPro or Procurement Services Group (PSG)) shall mean a division of the New York State Office of General Services which is authorized by law to issue centralized, statewide Contracts for use by New York agencies, political subdivisions, schools, libraries and others authorized by law to participate in such Contracts. The terms NYSPro and PSG may be used interchangeably for purposes of this Solicitation.
14. **"Resellers"** any model for distribution of Product other than direct from the Contractor. Resellers include but are not limited to approved value added resellers (VARs), distributors, dealers, sales agents, and alternate channel partners.
15. **"Software"** programs or applications required for functioning or Networking of the Audio Visual Equipment. Software shall work directly with the Contractor's Product and be directly related to the operational functioning of the Audio Visual Equipment; or be related to the remote administration of the Audio Visual Equipment.
16. **"Third Party Products"** refers to Products not directly produced or manufactured by the OEM. Third Party Products that meet all criteria pursuant to Section titled, *Related Third Party Products* are within the scope of this Contract.
17. **"Total Order Price"** shall be defined as the aggregate purchase order amount for Audio Visual Equipment, Maintenance, Software, and Software Maintenance placed by the Authorized User under this Contract in the immediately prior twelve month period.

In addition to the above definitions, the following terms are defined as follows regardless of whether they are or are not capitalized:

18. **"May"** denotes the permissive in a Contract clause or specification. Refers to items or information that the State has deemed are worthy of obtaining, but not required or obligatory. Also see "Should".
19. **"Must"** denotes the imperative in a Contract clause or specification. Means required - being determinative/mandatory, as well as imperative. Also see "Shall" and "Mandatory".
20. **"Shall" d**enotes the imperative in a Contract clause or specification. Means required - being determinative/mandatory, as well as imperative. Also see "Must" and "Mandatory".
21. **"Should"** denotes the permissive in a Contract clause or specification. Refers to items or information that the State has deemed are worthy of obtaining, but not required or obligatory. Also see "May".

SCOPE

These discount from pricelist Contracts provide Authorized Users with a means of acquiring Audio Visual Equipment and Accessories. Audio Visual Equipment and Accessories include, but may not be limited to:

1. Audio (microphones; speakers; acoustic materials; headphones, headsets, ear sets; public address, paging & background music systems; sound masking & speech privacy systems; language interpretation; soundfield systems; assistive listening; listening centers/stations; radio communications systems; tour group systems; amplification systems)
2. Cameras (cameras special application; camera auxiliary equipment; camcorders; camera controls; camera supports; cameras – studio video; digital cameras, still)
3. Cases & Bags (protective cases; soft equipment bags)
4. Non-Cloud Content Management (digital & streaming media distribution equipment; content recording & storage systems)
5. AV Control (AV control panels & interfaces; control systems)
6. Displays (displays & monitors; televisions; video walls)
7. Interactive Displays (Overlays, Frames, Signage)
8. AV Furniture (AV stands; lifts; consoles; podiums; monopods & tripods)
9. Mounts & Rigging (mounts; hardware; rigging)
10. Cables (cables & connectors)
11. Presentation (whiteboards; projectors & accessories; projection screens; marker boards & easels; presentations & training aids; annotations; documentation cameras (visualizers); presentation & environmental controls; audience response systems)
12. Production & Lighting (audio production equipment; production recording equipment; video production and editing equipment; lighting control systems; lighting fixtures; portable lighting; lighting auxiliary equipment; production duplication)
13. AV Signal Management, Routing and Switching (VGA, USB, HDMI, DVI, and other display port switches)
14. Mobile Presentation Carts/Portable AV Systems
15. Related Third Party Products that meet all criteria pursuant to Section titled, *Related Third Party Products*.

A Contractor who offers any of the Product types above may also offer related accessories, options, consumables, parts, Software, maintenance and support services, including, but not limited to: limited installation (excluding installation work which is considered Public Works in accordance with New York State Labor Law [see Section titled, *Assembly/Configuration/Installation/Networking Services*]), networking, extended warranties, maintenance and other related professional services for the Audio Visual Equipment.

A Contractor may also offer related accessories, options, consumables, parts, Software (See Section titled, *Software*), maintenance and support services for EOL Equipment that is within the scope of the Products referenced above.

Excluded Products and Services

The following Products and/or Services are specifically excluded from the scope of this Solicitation and resulting Contracts:

1. Standalone Computers and Tablets
2. Cloud-based Products or offerings
3. Design services
4. Installation services which are considered Public Works in accordance with New York State Labor Law (see Section titled, *Maintenance and Support Services*)

LIST OF CONTRACTORS AND MANUFACTURER PRODUCT CATEGORIES

Please refer to each Contractor's Information page and Pricelist for more information.

	Audio	Cameras	Cases & Bags	Non-Cloud Content	AV Control	Displays	Interactive Displays	AV Furniture	Mounts and Rigging	Cables	Presentation	Production & Lighting	AV Signal	Mobile Presentation	Third Party Products
Anchor Audio, Inc.	X				X										
Audio Enhancement Inc.	X														
NZS Inc. d/b/a Clary Icon					X	X	X				X				
Utelogy Corporation				X	X								X		
VWR International, LLC						X	X				X			X	

PROCUREMENT INSTRUCTIONS

1. The Contracts resulting from this IFB will be centralized Contracts issued under a multiple award structure. Products and services offered under the Contracts, pricing, and other Contract information will be posted to the OGS website or the awarded Contractors' dedicated NYS websites. Authorized Users shall procure Products and services that best meet their form, function and utility requirements.

2. Before proceeding with a purchase, Authorized Users shall check the list of Preferred Source offerings. Authorized Users are reminded that they must comply with State Finance Law §162, which requires that agencies afford first priority to the commodities/services of Preferred Source suppliers such as Correctional Industries (Corcraft), NYS Preferred Source Program for People Who are Blind (NYSPSP), and NYS Industries for the Disabled (NYSID), when such commodities/services meet the form, function and utility of the Authorized User.

3. Where commodities/services are not available from Preferred Source suppliers in the form, function and utility required by the Authorized User, Authorized Users shall purchase from the centralized Contracts awarded herein. The basis for selection among multiple contracts at the time of purchase shall be the most practical and economic alternative and shall be in the best interests of the State. Therefore, Authorized Users are strongly encouraged to obtain quotes from at least three (3) Contractors prior to issuing a purchase order, in order to ensure that the Authorized User is receiving the best possible pricing.

4. When placing Purchase Orders under the Contract(s), the Authorized User should be familiar with and follow the terms and conditions governing its use. The Authorized User is accountable and responsible for compliance with the requirements of public procurement processes. The Authorized User, when purchasing from OGS Contracts, should hold the Contractor accountable for Contract compliance and meeting the Contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, Authorized Users are encouraged to seek improved pricing whenever possible. Authorized Users have the responsibility to document purchases which should include:

   - statement of need and associated requirements;
   - obtaining all necessary prior approvals;
   - a summary of the Contract alternatives considered for the purchase; and
   - the reason(s) supporting the resulting purchase (e.g., show that basis for the selection among multiple Contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

5. Authorized Users will issue purchase orders directly to the Contractor or the Contractor's authorized Reseller (if applicable), as specified by the Contractor, and specify any shipping/delivery requirements and/or statements of work for services (if applicable).

6. Upon Authorized User acceptance of Products and/or services itemized on the purchase order, Contractor will invoice Authorized User for any portion of Products and/or services accepted, and accordingly, Authorized User will arrange for payment. Contractor shall provide itemized invoicing for all Products and services.

   Note: Contractor must disclose any forms or other order information that Contractor will attach to orders or require to be completed with Authorized User purchases. Documents which contain additional terms or conditions must receive pre-approval by OGS for use under the Contract. Additional terms or conditions that were not pre-approved by the Authorized User or which conflict with the Contract terms and conditions are void and unenforceable at the sole discretion of the State.

PRICE

All prices are freight on board (F.O.B.) destination tailgate delivery at the dock of the Authorized User (see Appendix B, §34b, Shipping Charges) including all customs, duties and charges to any destination in New York State. Standard shipping costs are to be prepaid by Contractor and, when determining the NYS Net Price, shall not be separately added to the Authorized User's invoice.

The percentage discount offered to Authorized Users may, at the Contractor's option, be increased based on individual orders. Discounts may be greater, but in no instance may they be lower than the awarded discount. See Section titled, *Contract Pricelist Update Procedures.*

Contractor's pricing information is included in the posted Pricelist linked from the Contractor Information page.

VOLUME DISCOUNTS

Contractor may offer volume discounts at the transaction level using the thresholds listed on each Contractor's Information Page.

PROMPT PAYMENT DISCOUNTS

Contractor may offer prompt payment discounts at the transaction level. Please refer to the Contractor's Information Page.

CONTRACT PRICELIST UPDATE PROCEDURES

The procedures below outline how Contract pricelist updates will be handled under this Contract. NOTE: THE FOLLOWING PROCEDURES ARE NOT APPLICABLE TO CONTRACTOR PROPOSED CHANGES TO CONTRACT TERMS AND CONDITIONS. Any implied or express request for changes in or additions to existing Contract terms and conditions, including new terms and conditions associated with a specific product line being added to the Contract for the first time, requires a formal Contract amendment and requires the approval of OGS. New or revised Contract terms and conditions are subject to the restrictions set forth in Appendix B, Section 27, *Modification of Contract Terms.*

1. General
   Contractor may update their pricelist as follows**:**

   1. In the first year of the Contract, the Contractor shall be allowed to update the pricelist twice to add/delete Products and services as established by the Contractor in their normal course of business. However, pricelist updates must be submitted no earlier than sixty (60) calendar days from the date of OGS approval of prior pricelist update. There shall be no price increases allowed for existing Products and services during the first year of the contract.

   2. Commencing with the second year of the Contract, the Contractor may update the pricelist semiannually to reflect Contractor price changes and the addition/deletion of Products and services as established by the Contractor in their normal course of business; thirty (30) calendar days from the anniversary date of the Contract; and, thirty (30) calendar days from the semiannual anniversary date of the Contract. The thirty (30) calendar days includes the anniversary and semiannual anniversary date of the Contract.

Any new Products or services added to pricelists shall have a discount structure consistent with existing Products and services on the pricelist that are comparable in scope. Contractors shall submit their updated pricelist to the OGS Procurement Services contract administrator pursuant to the requirements of this section for review and written approval prior to issuing to Authorized Users or posting to the Contractor's dedicated New York State website.

All approved pricelist updates shall apply prospectively upon approval by OGS. Any request for a pricelist update not received in accordance with this section shall be deemed denied. Total price increases for pricelist updates in a single year of the Contract shall not exceed the escalation cap in set forth in subdivision (4), Escalation Cap, below. All percentage discounts shall remain firm (unchanged) or they may increase for the duration of the Contract.

2. Pricelist Format
   Contractor is required to submit Contract pricelist updates electronically in an unprotected Microsoft Excel (2013 or lower version) spreadsheet either on CD or via e-mail to the OGS Procurement Services contract administrator. The pricelist must be dated and the format shall be consistent with the format of the Contractor's approved Contract pricelist. The pricelist shall separately include and identify (e.g., by use of separate worksheets or by using highlighting, italics, bold and/or color fonts):
   1. Price increases;
   2. Price decreases;
   3. Products being added; and
   4. Products being deleted.

3. Contractor's Submission of Contract Updates
   In connection with any Contract pricelist update, OGS reserves the right to:
   1. Request additional information;

2. Reject Contract updates;
3. Remove Products from Contracts;
4. Remove Products from Contract updates; and
5. Request additional discounts for new or existing Products.

4. Escalation Cap
In a single year of the Contract the total request for price increases shall not exceed the lesser of:
1. three (3%) percent annually, or
2. the percent increase in the latest available National Consumer Price Index - All Urban Consumers (CPI-U), Not Seasonally Adjusted, U.S. City Average, All Items (Series Id: CUUR0000SA0,CUUS0000SA0); as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. CPI-U data may be obtained at www.bls.gov.

The following example illustrates the computation of percent change:

CPI for current period	230.000
Less CPI for previous period	225.000
Equals index point change	5.000
Divided by previous period CPI	225.000
Equals	0.022
Result multiplied by 100	0.022 x 100
Equals percent change	2.2

The "CPI for current period" shall be the index in effect at the time the Contract pricelist update request is received; "CPI for previous period" shall be the index in effect when the Contract pricelist was last updated.

5. Supporting Documentation
Each pricelist update request must be accompanied by an electronic copy of Contractor's nationally published pricelist(s) in its original format detailing current list prices relevant to the Products the Contractor is updating. If the NYS net prices are based on a GSA Schedule or WSCA Contract, that pricing must also be included with the update request.

6. Cover Letters
All Contract pricelist updates shall be accompanied by a cover letter describing the nature and purpose of the update (e.g., update requested in order to reflect a recently approved GSA Schedule or WSCA Contract pricing update, to add/delete Products or services, etc.).

GSA Pricing
Where NYS net pricing is based upon an approved GSA Supply Schedule:

1. Associated Discounts: The State is entitled to all associated discounts enumerated in the GSA Supply Schedule (including, but not limited to, discounts for additional sites and volume discounts), as well as any other pricing or discount terms as are expressly enumerated in the NYS Contract or GSA schedule, when calculating the NYS Net Price; and

2. Industrial Funding Fee: GSA pricing incorporates a sum referred to as the "GSA Industrial Funding Fee." ("IFF") OGS reserves the right to require either that: the IFF is remitted directly to OGS, or the NYS Contract prices are reduced by an amount equivalent to the IFF. If the latter, the NYS Net Price shall be calculated by reducing the published GSA price, after the discounts, if any, set forth in paragraph (1), above, downward by the amount of the IFF, currently set at .75%. Therefore, the "NYS Net Price" shall be calculated by multiplying 0.9925 times the GSA price.

CONTRACT PERIOD AND RENEWAL

The term of this Contract shall be for five (5) years. The contract shall commence after all necessary approvals by both parties and shall become effective upon the mailing or electronic communication of the final executed contract documents (see Appendix B, *Contract Creation/Execution*). All Contracts will terminate conterminously five (5) years from the date of the approval of the first contract awarded as a result of the IFB or any subsequent periodic recruitment.

The parties may renew the contract by written agreement signed by both parties, upon expiration of the original term and approval of the OGS, for two (2) additional one (1) year terms.

TERMINATION FOR CONVENIENCE

The State of New York retains the right to cancel this Contract, in whole or in part without reason (see Appendix B, §46.b, *Termination for Convenience*).

SHORT TERM EXTENSION

In the event a replacement Contract has not been issued, any Contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one (1) month upon notice to the Contractor with the same terms and conditions as the original Contract and any approved modifications. With the concurrence of the Contractor, the extension may be for a period of up to three (3) months in lieu of one (1) month. However, this extension terminates should a replacement Contract be issued in the interim.

PERIODIC RECRUITMENT

The State reserves the right to add Contractors beginning in the second year of the Contract and at one year intervals thereafter. The State will formally announce when the bid is reissued, at the discretion of the State. Contractors shall be required to submit such Bid documentation as required by OGS, which may include additional applicable statutory requirements currently in effect at the time of the new Bid solicitation. Once awarded a Contract, a Contractor may not resubmit a Bid for future consideration. In addition, if a Bid is deemed non-responsive under periodic recruitment, a vendor cannot reapply for a future Contract until the next periodic recruitment period. For Contracts that are awarded under periodic recruitment, the Contract term will commence upon OGS approval in accordance with Appendix B, Section 24, *Contract Creation/Execution* and will terminate on the then current end date of the Contract or at the end of any approved extension or renewal period.

Vendors shall be required to submit this original bid document which may include additional applicable statutory requirements currently in effect at the time of the new bid solicitation. Contractors are advised to review the "Qualification of Contractors" clause before submitting a bid under periodic recruitment to ensure they can meet all bid requirements. Under periodic recruitment, the Bidder must demonstrate proof of a minimum sales volume of $1,000,000 in Products and services for the pricelist offered to national public entities in the 36 month period preceding the Bid opening date. Required proof of sales should be submitted at the time of Bid submission. Failure to submit proof of sales at the time of Bid submission may result in rejection of a Bid. NYS OGS Procurement Services reserves the right to request copies of purchase orders and/or invoices for verification or clarification. In addition, if a Bid is rejected under periodic recruitment, a Bidder cannot reapply for a future contract until the next periodic recruitment period. For Bids that are awarded under periodic recruitment, the Contract term will commence upon award and terminate on the current end date of the Contract unless an extension is mutually agreed upon between Procurement Services and the Contractor.

CONTRACT ADVERTISING

In addition to the requirements set forth in Appendix B, *Advertising Results*, any Contractor advertisements, promotional literature and/or Contract description(s) of Contract awards must be reviewed and approved by Procurement Services prior to issuance.

INSTALLATION AND NETWORKING

Installation and Networking shall result in fully operational Audio Visual Equipment that is ready for use by an Authorized User. Installation and Networking offerings must be directly related to the operational functioning of the Audio Visual Equipment procured under the Contract and shall be submitted through Attachment 1, Pricelist (Revised September 29, 2015). The Contract is not intended to be a mechanism to procure standalone Networking Services unrelated to Audio Visual Equipment procured under the Contract.

MAINTENANCE AND SUPPORT SERVICES

The following Maintenance and support offerings are authorized under the Contract. Any services procured under the Contract must be directly related to the Audio Visual Equipment purchased under this Contract. The Contractor agrees that malfunctions that cannot be immediately diagnosed and attributed to a certain piece of equipment will require the participation of the Contractor until the problem resolution and responsibility is identified. Maintenance plan options which are available as part of the Contractor’s standard commercial offerings may be offered under this Contract.

1. **Audio Visual Equipment Maintenance:** Services to protect the Audio Visual Equipment, including but not limited to remedial repairs and upgrades, and Software/firmware updates. Contractor shall maintain the Product, while covered under Maintenance, so as to provide Authorized User with the ability to utilize the Product without significant functional downtime to the Authorized User's ongoing business operations.

2. **Legacy Maintenance:** Contractor may offer Maintenance services on EOL Equipment that is not being offered under this Contract, provided that the equipment fits the scope of the Contract set forth in Section titled, *Scope*.

3. **Extended Warranty Services:** For equipment purchased under this Contract, Contractor may offer extended warranty services, which extend the Product warranty beyond the required one (1) year warranty period.

4. **Remote Administration Services:** Contractor's pricelist must include a description of any remote administration service offerings. Connections to networks must be performed in a manner prescribed by an Authorized User to preserve the integrity of the network, confidentiality and integrity of information transmitted over that network, and the availability of the network. Remote administration shall be directly related to monitoring Audio Visual Equipment performance and diagnostics. Any Remote Administrative Services involving storage of Authorized User data in the Cloud is excluded from the scope of this Solicitation. All remote administration services shall be compliant with New York State Cyber Security Policy P03-002, as may be amended, modified or superseded: https://www.its.ny.gov/sites/default/files/documents/enterprise_information_security_policy_v5.0.pdf.

5. **Assembly/Configuration/Installation/Networking Services:**
   Assembly/Configuration/Installation/Networking Services may include moving Audio Visual Equipment to its final location, uncrating, assembling, adjusting, connecting to the network and leaving free-standing equipment ready to operate to the full extent of its design capabilities. These services do not include any installation that is considered Public Works under the New York State Labor Law. See Appendix B, §39, *Installation*, for terms applicable to installation. These services may include, but are not limited to, the following:

   1. System setup (e.g., key operator orientation, system parameters);
   2. System enhancement (e.g., memory upgrades, network interfaces);
   3. Network set up, including but not limited to, applying network settings, and verification of network functionality;
   4. Software installation; and
   5. Hardware verification (including appropriate tests and diagnostics to ensure proper Product operation).

   Installation work which is considered Public Works in accordance with the New York State Labor Law is **excluded** from purchase under this Contract. Historically, the New York State Bureau of Public Works has maintained that installation, maintenance and repair of equipment attached to any wall, ceiling or floor or affixed by hard wiring or plumbing is Public Work. In contrast, installation of a piece of equipment which is portable or a "plug-in" free-standing unit would not be considered Public Work. Thus, this Contract does not authorize installation where the equipment becomes a permanent part of the building structure, or is otherwise incorporated into the fabric of the building (e.g., installation on a wall, ceiling or floor in a fixed location, or affixed by hard-wiring or plumbing). See Appendix B §8, *Prevailing Wage Rates - Public Works and Building Services Contracts*. For questions about whether a proposed installation constitutes public work, please contact the New York State Department of Labor's Bureau of Public Work District Office in your area. A listing of district offices and contact information is available at http://www.labor.state.ny.us/workerprotection/publicwork/PWContactUs.shtm.

6. **Professional Services (Consulting, Training, and other Incidental services which are billed hourly):** An Authorized User may acquire consulting, training and other incidental services directly related to the Audio Visual Equipment purchased under this Contract on a limited basis. Professional Services shall not exceed twenty (20%) percent of the Total Order Price for Audio Visual Equipment, maintenance, Software and Software maintenance. Professional Services which exceed twenty percent (20%) must be procured using the OGS HBITS Contract or another procurement process selected by the Authorized User. Professional services may include, but are not limited to the following:

1. **Consulting Services**
   A. Custom system integration including network system requirements other than the standard configurations identified in Section 5 above; or
   B. Customized configurations: When requesting customized configuration services, an Authorized User will provide the Contractor with technical specifications and any applicable customized Software applications for testing and evaluation on the proposed systems. Prior to placing orders for additional Audio Visual Equipment, it is the responsibility of the Authorized User and the Contractor to ensure that the custom configuration will satisfactorily operate on any additional systems to be purchased.
2. **Training Services:** Training Services may include pre-packaged training Products, and/or the development or customization of training programs as requested, including live training, computer based/multi-media training which encompasses internet-delivered training, and/or video based training.
3. **Incidental Services:** Incidental Services include services which may be required for the integration/implementation or deployment of Products purchased under this Contract and has been approved by OGS for inclusion under the Contract.

EMPLOYEE INFORMATION REQUIRED TO BE REPORTED BY CERTAIN CONSULTANT CONTRACTORS and SERVICE CONTRACTORS

Chapter 10 of the Laws of 2006 amended the Civil Service Law and the State Finance Law, relative to maintaining certain information concerning Contract Employees working under State Agency service and consulting Contracts. State Agency consultant Contracts are defined as "Contracts entered into by a state Agency for *analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal, or similar services*" ("covered consultant Contract" or "covered consultant services"). The amendments also require that certain Contract Employee information be provided to the state Agency awarding such Contracts, OSC, DOB and CS. The effective date of these amendments was June 19, 2006. The requirements will apply to the covered Contracts awarded on and after such date.

To meet these requirements, the Contractor agrees to complete:

A. Form A - Contractor's Planned Employment Form, if required. Note: State Agencies are required to furnish this information but may require a Contractor to submit the information.

B. Form B - Contractor's Annual Employment Report. Throughout the term of the Contract by May 15th of each year the Contractor agrees to report the following information to the State Agency awarding the Contract, or if the Contractor has provided Contract Employees pursuant to an OGS centralized Contract, such report must be made to the State Agency purchasing from such Contract. For each covered consultant Contract in effect at any time between the preceding April 1st through March 31st fiscal year or for the period of time such Contract was in effect during such prior State fiscal year Contractor reports the:

1. Total number of Employees employed to provide the consultant services, by employment category.
2. Total number of hours worked by such Employees.
3. Total compensation paid to all Employees that performed consultant services under such Contract.*

***NOTE:** The information to be reported is applicable only to those Employees who are directly providing services or directly performing covered consultant services. However, such information shall also be provided relative to Employees of Subcontractors who perform any part of the service Contract or any part of the covered consultant Contract. This information does not have to be collected and reported in circumstances where there is ancillary involvement of an Employee in a clerical, support, organizational or other administrative capacity.

Contractor agrees to simultaneously report such information to The Department of Civil Service (CS) and OSC as designated below:

Department of Civil Service
Alfred E. Smith State Office Building
Albany, NY 12239

Office of the State Comptroller
Bureau of Contracts
110 State St., 11th Floor
Albany, New York
Attn: Consultant Reporting
Fax: (518) 474-8030 or (518) 473-8808

Contractor is advised herein and understands that this information is available for public inspection and copying pursuant to §87 of the New York State Public Officers Law (Freedom of Information Law). In the event individual

Employee names or social security numbers are set forth on a document, the State Agency making such disclosure is obligated to redact both the name and social security number prior to disclosure. Further information is available in Section XI.18.C of the Office of the State Comptroller's Guide to Financial Operations (http://www.osc.state.ny.us/agencies/guide/MyWebHelp/), "Consultant Disclosure Legislation."

Instructions for Completing Form A and B:
Form A and Form B should be completed for Contracts for consulting services in accordance with Section XI.18.C of the Office of the State Comptroller's Guide to Financial Operations (http://www.osc.state.ny.us/agencies/guide/MyWebHelp/), "Consultant Disclosure Legislation," and the following:

A. Form A - Contractor's Planned Employment Form (available from and submitted to the using Agency, if necessary.) (Form AC-3271-S: http://www.osc.state.ny.us/agencies/forms/index.htm)

B. Form B - Contractor's Annual Employment Report (to be completed by May 15th of each year for each consultant Contract in effect at any time between the preceding April 1st through March 31st fiscal year and submitted to the CS, OSC and procuring Agency.) (Form AC-3272-S: http://www.osc.state.ny.us/agencies/forms/index.htm)

Scope of Contract: choose a general classification of the single category that best fits the predominate nature of the services provided under the Contract.

Employment Category: enter the specific occupation(s), as listed in the O*NET occupational classification system, which best describes the Employees providing services under the Contract.

*(Note: Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at online.onetcenter.org to find a list of occupations.)*

Number of Employees: enter the total number of Employees in the employment category employed to provide services under the Contract during the report period, including part time Employees and Employees of subcontractors.

Number of Hours: enter the total number of hours worked during the report period by the Employees in the employment category.
Amount Payable under the Contract: enter the total amount paid by the State to the State Contractor under the Contract, for work by the Employees in the employment category, for services provided during the report period.

SOFTWARE

Software offered must be in a format that does not require any conversion by the Authorized User and shall meet the following additional requirements:

1. The Software is available as part of the Contractor's standard commercial offerings; and
2. The Software is directly related to the operational function or the remote administration of the Audio Visual of the Audio Visual Equipment

Any Software currently on the NYS Miscellaneous Software Catalog contract Prohibited List is excluded from purchase under this Contract, except when the Software is pre-loaded on the Audio Visual Equipment at the time of purchase. The Prohibited List may be accessed on the OGS website:
http://www.ogs.ny.gov/purchase/snt/awardnotes/79518Prohibited.pdf.

Software offered under this Contract shall be licensed in accordance with the Software developer's standard license and warranty terms.

RELATED THIRD PARTY PRODUCTS

Third Party Products which meet and comply with all of the following criteria may be authorized for sale under this Contract:
1. The Third Party Product is available as part of the Contractor's standard commercial offerings.
2. The Third Party Product fits the scope of and is directly related to the operation of Products that fit the scope of the Contract.

If the Third Party Product is available on another NYS Contract, such item will only be approved for inclusion on this Contract in accordance with Section titled, *Overlapping Contract Items*. If the Third Party Product is not available on another NYS Contract, then price reasonableness must be established in order for such item to be added to the Contract.

USE OF RESELLERS/DISTRIBUTORS/ALTERNATE CHANNEL PARTNERS

Contractor must provide service, sales and support staff to service Authorized Users geographically located at multiple purchasing locations throughout New York State. Contractor shall ensure that sufficient resources are available directly, or through authorized Resellers to ensure maximum service capability throughout the State. The State agrees to permit Contractor to utilize approved, designated value added resellers (VARs), distributors, dealers, and sales agents to participate as alternate channel partners (collectively referred to as "Resellers") for Contractor. Such participation is subject to the following conditions:

1. Designation of Reseller(s): Contractor shall specify whether orders must be placed directly with Contractor, or may be placed directly with designated Reseller(s). When Reseller(s) are submitted for approval, Contractor must provide the State, in advance, with all necessary ordering information, billing addresses, Federal Identification Numbers, and NYS Vendor Identification Numbers in the format requested in Reseller Directory. Failure to accurately provide all required information may result in processing delays.

2. Conditions of Participation: Reseller(s) must be approved in advance by the State as a condition of eligibility under the Contract. The State also reserves the right to rescind any such participation or request that Contractor name additional Resellers, in the best interests of the State, at the State's sole discretion, at any time. Contractor shall have the right to qualify Reseller(s) and their participation as fulfillment agents under this Contract by product line, contracting program (e.g., government/educational sales), geographic region, size/sales volume, technical training or other criteria ("qualifying criteria"), provided that: i) such qualifying criteria are uniformly applied to all potential Resellers based upon Contractor's established, neutrally applied commercial/governmental program criteria, and not to a particular procurement; ii) all general categories of qualifying criteria must be disclosed by the Contractor to the State, in advance, at the beginning of the Contract term; iii) those qualifying criteria met by the Reseller must be identified on the form provided in Reseller Directory at the time that Reseller approval is requested under this paragraph; and iv) immediate advance notice is provided to OGS in the event that a change in Reseller's status occurs during the Contract term.

3. All Resellers who have been approved in accordance with the foregoing paragraph shall be eligible to quote lower than Contract pricing for procurements under this Contract which meet their qualifying criteria. Except as otherwise set forth in Reseller Directory, Contractor warrants and represents that it shall not, directly or indirectly, by agreement, communication or any other means, restrict any Reseller's participation or ability to quote a particular order. Reseller Directory updates will be allowed no more than twice annually. On the first business day of the month following the sixth and twelfth months of each contract year, Contractors shall be given an opportunity to submit revised Reseller Directories electronically. When submitting Reseller Directory updates, Contractors shall be required to separately specify additions, deletions, and/or any other changes to the directory in an accompanying communication submitted with the request in order to facilitate a more expeditious review; failure to do so may result in the rejection of the request.

4. Responsibility for Reporting/Performance: Contractor shall be fully liable for Reseller(s)' performance and compliance with all Contract terms and conditions. Product purchased through Reseller(s) must be reported by Contractor in the required monthly reports to the State as a condition of payment. In addition to inclusion of Reseller(s) volume in the Contractor's monthly reporting obligation to the State, at the request of Authorized User, Reseller(s) shall provide Authorized User with quarterly reports of the individual Authorized User's Contract activity with Reseller.

5. Applicability of Contract Terms: Product or services ordered directly through Reseller(s) shall be limited to Products or services currently approved for inclusion under this Contract and shall be subject to all terms and conditions of this Contract as a condition of Reseller participation.

ORDERS

Contractor shall be capable of accepting orders manually, via facsimile, and, electronically via email. As an option, Contractor may also accept orders electronically via the Internet through a web-based ordering system. Contractor shall be required to provide written quotes to Authorized Users who request them prior to placing an order, which

quote details the SKU corresponding with the approved product list, List Price, discount, and Net Price, as applicable.

The web-based ordering system, if offered, shall allow Authorized Users to enter orders and have full order inquiry capabilities. All orders (manual, fax, electronic) shall reference requisition and/or purchase order number as required. If offering a web-based ordering system, the Bidder represents and warrants that it is the sole owner of the software product used for its ordering system, or, if not the owner, has received all proper authorizations from the owner to license the software product, and has the full right and power to grant the rights contained in any Contract resulting from this Invitation for Bids and as described further in Appendix B. Bidder further warrants and represents that the software product is of original development, and/or that the package and its use will not violate or infringe upon any patent, copyright, trade secret or other property right of any other person/company.

The web-based ordering system, if offered, shall be capable of processing, controlling, documenting, and reporting on the following minimum data elements:

- Contractor Name and Address
- Agency/Facility/Political Subdivision, etc.
- Contract Number
- Purchase Order/Requisition Numbers
- Contact (individual placing order)
- SKU/PN & Product Description
- Net Price
- Extended and Total Amounts

If offering a web-based ordering system, the Contractor shall provide any necessary software (excluding communication software) and training guides/manuals or online support in the use of the web-based ordering system at no additional cost to all Authorized Users capable of placing orders electronically. Samples of software and training guides/manuals may be required. If requested, Bidder must demonstrate its system at an Albany, NY area location designated by the State.

MINIMUM ORDER

Minimum order shall be $100.00. Contractor may elect to honor orders for less than the minimum order; however, no additional charges shall be allowed.

NEW YORK STATE PURCHASING CARD

See "Purchasing Card" in Appendix B, OGS General Specifications. Contractors indicated if they will accept the NYS Purchasing Card for orders not to exceed $85,000. For all purchases executed using a New York State Purchasing Card, Contractor shall provide an itemized receipt with each delivery. Contractor shall state the discount offered when using the NYS Purchasing Card on each Contractor's Information page.

INTERNET WEBSITES

The State encourages Contractors to provide a designated NYS Contract website for Authorized Users' direct access. This website will be listed under the Contractor information. The website will be the responsibility of the Contractor to maintain and keep updated. Changes in Products/services or pricing must be approved by Procurement Services prior to addition to the website. Hard copy catalog and pricelists, either in paper format or electronic format, must be available to all Authorized Users who either do not have Internet access or prefer the optional format.

PURCHASE ORDERS AND INVOICING

All Purchase Orders and invoices shall include the Contract number and a line by line listing of separate charges. Order confirmation shall mean that the Contractor has received the purchase order, has reviewed it for compatibility with the Item currently on Contract, has resolved any non-compatibility problems with the Authorized User, and has entered the order, assigned an order number with anticipated delivery date.

PURCHASE ORDERS

Purchase orders are to include the following information:

1. Contract number
2. Contractor name
3. SKU/PN and Product/service description

4. Net Price

INVOICES

Authorized Users are instructed not to process invoices that do not include the required information set forth below. Invoices must be detailed and include in the body of the invoice or an attachment to the invoice **all** of the following items. Failure to comply may result in lengthy payment delays. Original invoices must follow the billing instructions contained in the purchase order. Invoices shall include, at a minimum, the following information:

1. Contract number
2. Contractor name
3. NYS Vendor Identification Number
4. Purchase Order number
5. SKU/PN and Product/service description
6. Line item breakdown of all charges to include Net Price of each Product/service

Cost centers or branch offices within an Authorized User may require separate invoicing as specified by each Authorized User. The Contractor's billing system shall be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users.

BACKORDERING

Backordering shall be permissible only when authorized by the ordering Authorizes User. Contractor must complete orders within the guaranteed delivery period offered.

PACKING SLIPS

A legible packing slip and/or purchase order copy must accompany each shipment. The carton containing packing slip must be so marked.

PRODUCT RETURNS BECAUSE OF QUALITY PROBLEMS

Upon written notification by the Authorized User to the Contractor, Products determined to have quality problems, outdated product, damage, etc., shall be picked up by the Contractor within ten (10) business days after notification with no restocking charge. The Authorized User shall elect whether to receive a replacement product, have the Contractor make any necessary repairs, or receive a credit/refund for the full purchase price. The Authorized User must conduct its inspection, and notify the Contractor within 30 calendar days of delivery.

PRODUCT RETURNS DUE TO AUTHORIZED USER ERROR

Products ordered in error by an Authorized User, except for “made-to-order” or customized products, shall be returned by Authorized User at its expense for credit within fifteen (15) business days of delivery. Standard stock products must be in resalable condition (original packaging, unused). The Contractor may charge a restocking fee--not to exceed ten percent--for product returns due to Authorized User error.

Prior to fulfilling an order for “made-to-order” or customized Products for which returns due to Authorized User error are unavailable, Contractor must notify the Authorized User in writing that such returns will be unavailable, and Contractor must obtain Authorized User’s agreement and written approval of the unavailability of such returns, prior to fulfilling the order.

PRODUCT ACCEPTANCE

Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, an Authorized User shall have thirty (30) days from the date of delivery to accept Products. Where the Contractor is responsible for installation, acceptance shall be from completion of installation. Title or other property interest and risk of loss shall not pass from Contractor to the Authorized User until the Products have been accepted. Failure to provide notice of acceptance or rejection or a deficiency statement to the Contractor by the end of the period provided for under this clause constitutes acceptance by the Authorized User as of the expiration of that period.

CONTRACT PAYMENTS

Payments cannot be processed by Authorized Users until the items have been delivered and accepted. Payment will be based on any invoice used in the Contractor's normal course of business. However, such invoice must contain all requirements in Section *Purchase Orders and Invoicing*.

CONTRACT ADMINISTRATOR

Contractor must provide a dedicated Contract Administrator to support the updating and management of the Contract on a timely basis. Contractor must notify OGS within five (5) Business Days if its Contract Administrator changes, and provide an interim contact person until the position is filled. Changes to Contractor contact information, including the designation of a new Contract Administrator, shall be submitted electronically via e-mail to the OGS Contract Management Specialist.

TOLL-FREE NUMBER

A Contractor must provide a toll-free telephone number for the Authorized User usage. Contractor must staff this toll-free number at a minimum from 8:00 a.m. to 5:00 p.m. ET Monday through Friday, excluding NYS holidays. If Contractor does not currently maintain a toll-free number, the Contractor must be willing to establish one prior to award of Contract.

INSURANCE REQUIREMENTS

The Contractor shall procure, at its sole cost and expense and shall maintain in full force at all times during the term of this Contract, all policies of insurance pursuant to the requirements outlined in Insurance Requirements of the bid solicitation.

PERFORMANCE AND BID BONDS

There are no bonds for this Contract. In accordance with Appendix B, *Performance/Bid Bond*, the Commissioner of OGS has determined that no performance, payment or Bid bond, or negotiable irrevocable letter of credit or other form of security for the faithful performance of the Contract shall be required at any time during the Term of the resulting Contract.

REPORT OF CONTRACT USAGE

Contractor shall furnish a report of all Product provided under the Contract during each semiannual period, no later than the 15th of the month following the close of each half year. Purchases by Non-state agencies, political subdivisions and others authorized by law shall be reported in the same report and indicated as required. A template for such report is included in Attachment 9, Contract Usage Report. All fields of information shall be accurate and complete. The report is to be submitted electronically via electronic mail utilizing the template provided in Microsoft Excel 2013, or lower version (or as otherwise directed by OGS), to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, Award Number, Contract Number, Sales Period, and Contractor's (or other authorized agent) Name, and all other fields required. OGS reserves the right to amend the report template during the Contract term.

AUTHORIZED USER SALES REPORT

Upon written request by an Authorized User, the Contractor shall furnish to such Authorized User, on a monthly basis, a report listing the following: name of products purchased, quantity purchased, unit price and total dollar volume of purchases.

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR EQUAL EMPLOYMENT AND BUSINESS PARTICIPATION OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND NEW YORK STATE CERTIFIED MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

POLICY STATEMENT

The New York State Office of General Services ("OGS"), as part of its responsibility, recognizes the need to promote the employment of minority group members and women and to ensure that certified minority and women-owned business enterprises have opportunities for maximum feasible participation in the performance of OGS contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority- and women-owned business enterprises had a full and fair opportunity to participate in State contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority- and Women-Owned Business Enterprises: Evidence from New York" (the "Disparity Study"). The Disparity Study found evidence of statistically significant disparities between the level of participation of minority- and women-owned business enterprises in State procurement contracting versus the number of minority- and women-owned business enterprises that were ready, willing and able to participate in State procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment

and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that OGS establish goals for maximum feasible participation of New York State certified minority- and women-owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS
The Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over $25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State agency (the "Work") except where the Work is for the beneficial use of the Contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

Contractor further agrees to submit with the bid a staffing plan on Form EEO 100 identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to OGS, a workforce utilization report on Form EEO 101, identifying the workforce actually utilized on the Contract if known.

Further, pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES (MWBEs)
New York State Executive Law Article 15-A requires that OGS provide opportunities for the maximum feasible participation of New York State certified minority- and women-owned business enterprises in the performance of OGS contracts. OGS has determined that it will not place MWBE participation goals on contracts resulting from this procurement because there are not sufficient subcontracting opportunities available in the audio visual industry as related to the purchases of audio visual equipment and accessories. However, contractors should use good faith efforts to engage MWBEs as subcontractors to the extent that such opportunities exist. Additionally, OGS strongly encourages all certified minority- and women-owned businesses to submit a proposal in response to this Solicitation. Finally, OGS encourages those minority- and women-owned companies that are not certified by the Empire State Development Division of Minority- and Women-Owned Businesses to become certified at the earliest opportunity. Information regarding the certification process can be viewed at:
http://esd.ny.gov/MWBE/Certification.html

NEW YORK STATE FINANCIAL SYSTEM (SFS)

New York State is currently operating on an Enterprise Resource Planning (ERP) system, Oracle PeopleSoft software, referred to as the Statewide Financial System (SFS). SFS is currently on PeopleSoft Financials version 9.2 Bundle 18, operating on PeopleTools version 8.49.33.

The State is also implementing an eProcurement application that supports the requisitioning process for State Agencies to procure goods and services in SFS. This application provides catalog capabilities. Vendors with centralized contracts have the ability to provide a "hosted" or "punch-out" catalog that integrates with SFS and is available to Authorized Users via a centralized eMarketplace website. There are no fees required for a Vendor's participation in the catalog site development or management. Upon completion and activation of an on-line catalog, State agencies will process their orders through the SFS functionality and other Authorized Users can access the catalog site to fulfill orders directly.

The State is also implementing the PeopleSoft Inventory module in the near future to track inventory items within the item master table. Further information regarding business processes, interfaces, and file layouts may be found at: www.sfs.ny.gov and http://www.osc.state.ny.us/agencies/guide/MyWebHelp/.

USE OF RECYCLED OR REMANUFACTURED MATERIALS

The New York State, as a member of the Council of Great Lakes Governors, supports and encourages vendors to use recycled, remanufactured or recovered materials in the manufacture of products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the product or packaging unless such use is precluded due to health or safety requirements or product specifications contained herein. Refurbished or remanufactured components or products are required to be restored to original performance and regulatory standards and functions and are required to meet all other requirements of this Bid solicitation. Warranties on refurbished or remanufactured components or products must be identical to the manufacturer's new equipment warranty or industry's normal warranty when remanufacturer does not offer new equipment. See "Remanufactured, Recycled, Recyclable or Recovered Materials" in Appendix B, Section 13, *Remanufactured, Recycled, Recyclable or Recovered Materials.*

BULK DELIVERY AND ALTERNATE PACKAGING

New York State encourages the use of innovative packaging that reduces the weight of packaging and the generation of packaging waste. A contractor is encouraged to use reusable materials and containers and to utilize packaging configurations that take advantage of storage containers designed to be part of the product for the shipment of multi-unit purchases. New York State recognizes that these packaging methods are in the development stage and may not be currently available. Authorized Users are urged to inquire about these programs at the time of purchase and determine the best solution for their needs.

SURPLUS/TAKE-BACK/RECYCING

1. A State agency is reminded of its obligation to comply with the NY State Finance Law §§167, Transfer and Disposal of Personal Property, and 168, The Management of Surplus Computer Equipment, regarding transfer and disposal of surplus personal property before utilizing take-back, recycling, or other options for disposition of equipment that is still in operable condition.

2. If Contractor offers a take-back/recycling program, then Contractor shall provide a record of disposition to each Authorized User who participates in the take-back/recycling program for units transferred for disposition. Contractor shall provide documentation that the units were disposed of in an environmentally sound manner in compliance with applicable local, state and federal laws. See Section 3 below for specific requirements governing electronic equipment recycling.

3. The NYS Department of Environmental Conservation (DEC) Electronic Equipment Recycling and Reuse Act ("Act") (Environmental Conservation Law, Article 27, Title 26, Electronic Equipment Recycling and Reuse), requires manufacturers to establish a convenient system for the collection, handling, and recycling or reuse of electronic waste. If Contractor is a manufacturer of electronic equipment covered by the Act, Contractor agrees to comply with the requirements of the Act. More information regarding the Act can be found on the DEC website at: http://www.dec.ny.gov/chemical/65583.html.

4. If a Contractor offers a take-back/recycling program or offers an electronic equipment recycling program pursuant to the Act, and an Authorized User participates in same, then the Authorized User shall ensure the destruction of all data from any hard drives surrendered with the machines/covered electronic equipment. Contractor shall not require an Authorized User to surrender the hard drive, as an Authorized User may wish to retain the hard drive for security purposes. Contractor shall advise the Authorized User in advance if the retention of the hard drive results in additional fees or reduction in trade-in value. It is recommended that an Authorized User use a procedure for ensuring the destruction of confidential data stored on hard drives or other storage media that meets or exceeds the National Institute of Standards and Technology (NIST) Guidelines for Media Sanitation as found in NIST Special Publication 800-88.

ENVIRONMENTAL ATTRIBUTES AND NYS EXECUTIVE ORDER NUMBER 4

New York State is committed to environmental sustainability and endeavors to procure products with reduced environmental impact. One example of this commitment may be found in Executive Order No. 4 (Establishing a State Green Procurement and Agency Sustainability Program), which imposes certain requirements on state agencies, authorities, and public benefit corporations when procuring commodities, services, and technology. More information on Executive Order No. 4, including specifications for offerings covered by this Contract, may be found at: http://ogs.ny.gov/EO/4/Default.asp. State entities subject to Executive Order No. 4 are advised to become familiar with the specifications that have been developed in accordance with the Order, and to incorporate them, as applicable, when making purchases under this Contract.

PREFERRED SOURCE PRODUCTS

Section 162 of the State Finance Law requires that agencies, including Executive Agencies, afford first priority to the products/services of preferred source suppliers such as Corcraft (the marketplace name for the NYS Department of Corrections and Community Supervision, Division of Industries), New York State Preferred Source Program for People who are Blind (NYSPSP), and New York State Industries for the Disabled (NYSID), and others determined by law, when such products/services meet the form, function and utility of the agency. Some products/services in the resultant Contract(s) may be available from one or more preferred sources. An Authorized User must determine if a particular commodity or service is approved for a Preferred Source and follow the requirements of State Finance Law Section 162(3) or (4)(b), respectively, before engaging the Contractor.

NEW YORK STATE VENDOR RESPONSIBILITY

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS or her designee, her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS or her designee issues a written notice authorizing a resumption of performance under the Contract. The Contractor agrees that if it is found by the State that the Contractor's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of OGS or her designee to be non-responsible. In such event, the Commissioner of OGS or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

NEW YORK STATE TAX LAW SECTION 5-A

Tax Law Section 5-a requires certain Contractors awarded state Contracts for commodities, services and technology valued at more than $100,000 to certify to NYS Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to Contracts where the total amount of such Contractors' sales delivered into New York State is in excess of $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

Contractors may consult with DTF's website at http://www.tax.ny.gov/ for additional information and frequently asked questions.

OVERLAPPING CONTRACT ITEMS

Products/services available in the resulting Contract may also be available from other New York State Contracts. Authorized Users will be advised to select the most cost effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection.

"OGS OR LESS" GUIDELINES

Purchases of the Products included in the IFB and resulting Contract are subject to the "OGS or Less" provisions of State Finance Law §163(3) (a) (v). This means that State Agencies can purchase products from sources other than the Contractor provided that such products are substantially similar in form, function or utility to the products herein and are:

1. lower in price

-and/or-

2. available under terms which are more economically efficient to the State Agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State Contractor an opportunity to match the non-contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office and competitive bidding of requirements exceeding the discretionary bid limit. State Agencies should refer to Procurement Council Guidelines for additional information.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Appendix B, Sections 2, *Definitions* ("Authorized User") and 26, *Participation in Centralized Contracts*. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State. Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www.ogs.state.ny.us). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services' Customer Services at 518-474-6717.

NOTE TO ALL NON-STATE AGENCIES AND BIDDERS

All such participating non-State agencies and Bidders understand, acknowledge and agree that the primary responsibility in regard to performance of the Contract, of any obligation, covenant, condition or term thereunder by either such party thereto shall be borne and is expressly assumed by the participating non-State agencies and Contractor and not by the State. In the event of a failure or breach in performance of any such Contract by a non-State Agency or Contractor, the State specifically and expressly disclaims any and all liability for such defective performance or breach, and the eligible participating non-State agencies and Contractor guarantee to save the State, its officers, agents and employees harmless from any liability that may be or is imposed by the failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of the State Centralized Contract.

EXTENSION OF USE

The contract may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting State) and the Contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant Contract 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.

EMERGENCY PURCHASING

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of products or services, the Commissioner reserves the right to obtain such products and services from any source, including but not limited to this Contract, as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

CONTRACTOR PERFORMANCE

Authorized Users should notify the Procurement Services Contract administrator promptly if the Contractor fails to meet the requirements of this Contract. Performance which is otherwise unsatisfactory to the Authorized User should also be reported to Procurement Services.

MERCURY-ADDED CONSUMER PRODUCTS

Contractor agrees that it will not sell or distribute fever thermometers containing mercury or any products containing elemental mercury for any purpose under this Contract.

RESERVATION

The State reserves the right to negotiate lower pricing, or to advertise for bids, any unanticipated excessive purchase. An "unanticipated excessive purchase" is defined as an unexpected order for a Contract product(s) totaling more than $75,000.00.

AMERICANS WITH DISABILITIES ACT (ADA)

The Federal ADA Act, signed into law July 26, 1990, bars employment discrimination and requires all levels of Government to provide necessary and reasonable accommodations to qualified workers with disabilities. Contractors are required to identify and offer any software or hardware products they manufacture or adapt which may be used or adapted for use by visually, hearing, or any other physically impaired individuals. Although it is not mandatory for Contractors to have this equipment in order to receive an award, it is necessary to identify any such equipment offered they have which falls into the above category.

ADDITIONAL REQUIREMENTS

1. NO DRUGS OR ALCOHOL
   For reasons of safety and public policy, in any Contract resulting from this procurement, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.

2. TRAFFIC INFRACTIONS
   The State will not be liable for any expense incurred by the Contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.

APPENDIX A

Appendix A, Standard Clauses For New York State Contracts, dated January 2014, attached hereto, is hereby expressly made a part of this bid document as fully as if set forth at length herein. Please retain this document for future reference and do not return to OGS as part of the bid submission.

APPENDIX B

Appendix B, Office of General Services General Specifications, dated May 2015, attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein and shall govern any situations not covered by this bid document or Appendix A. Please retain this document for future reference and do not return to OGS as part of the bid submission.

APPENDIX B AMENDMENTS

Appendix B, § 60, Indemnification is hereby deleted and replaced with the following:
Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully defend, indemnify and hold harmless the Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from this Contract, without limitation; provided, however, that the Contractor shall not indemnify to the extent any claim, loss or damage arising hereunder is due to the negligent act, failure to act, gross negligence or willful misconduct of the Authorized Users.

The Authorized User shall give Contractor: (i) prompt written notice of any action, claim or threat of suit, or other suit for which Contractor is required to fully indemnify an Authorized User, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action, claim or suit at the expense of Contractor. Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, if it determines there is an issue involving a significant public interest.

In the event that an action or proceeding at law or in equity is commenced against the Authorized User arising out of a claim for death, personal injury or damage to real or personal tangible property caused by any intentional or willful act, gross negligence, or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from the Products supplied under this Contract, and Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the New York State Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract

and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event attempt to secure a continuance to permit the State and the Authorized User to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the State and Authorized User may have. In the event of a dispute regarding the defense, the Contractor and the Attorney General shall try to reach an amicable resolution, but the Attorney General shall have the final determination on such matters.

NOTICE: THIS CONTRACT AWARD NOTIFICATION CONTAINS A SUBSET OF INFORMATION FROM THE SOLICITATION. CONTRACTS RESULTING FROM SOLICITATION 22844 HAVE BEEN EXECUTED BY CONTRACT AWARD LETTER. THE CONTRACT AWARD LETTER SETS FORTH THE ORDER OF PRECEDENCE FOR THE TERMS AND CONDITIONS OF THE EXECUTED CONTRACTS. COMPLETE CONTRACT DETAILS INCLUDING TERMS AND CONDITIONS CAN BE FOUND IN THE SOLICITATION DOCUMENT DATED REVISED SEPTEMBER 29, 2015.

State of New York
Office of General Services
Procurement Services
Contract Performance Report

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one Contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.:_____ **Contractor**._____

Describe Product* Provided (Include Item No., if available):_____

***Note**: "**Product**" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments:_____

_____

_____(over)

Agency:_____ Prepared by:_____

Address:_____ Title:_____

_____ Date:_____

_____ Phone:_____

_____ E-mail:_____

Please detach or photocopy this form & returned to:

OGS Procurement Services
Customer Services, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
customer.service@ogs.ny.gov
* * * * *

Corning Tower, Empire State Plaza, Albany, NY 12242 | http://nyspro.ogs.ny.gov | customer.service@ogs.ny.gov | 518-474-6717

Supplemental Contract Award Notification

Title	:	**Group 38806 – Audio Visual Equipment and Accessories (Statewide)** **Classification Code(s): 45**
Award Number	:	22844-E*
Contract Period	:	**July 17, 2018 – April 14, 2021**
Bid Opening Date	:	**January 24, 2018 (Periodic Recruitment)**
Date of Issue	:	**July 17, 2018**
Specification Reference	:	**As Incorporated Herein**
Contractor Information	:	**Appears on Page 2 of this Award**

Address Inquiries To:

State Agencies & Vendors			Political Subdivisions & Others	
Name	:	Danielle Hayes	Procurement Services Customer Services	
Title	:	Contract Management Specialist		
Phone	:	518-473-9769	Phone :	518-474-6717
E-mail	:	danielle.hayes@ogs.ny.gov	E-mail :	customer.services@ogs.ny.gov

Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.

Description

NOTICE: THIS CONTRACT AWARD NOTIFICATION CONTAINS A SUBSET OF INFORMATION FROM THE SOLICITATION. CONTRACTS RESULTING FROM SOLICITATION 22844 HAVE BEEN EXECUTED BY CONTRACT AWARD LETTER. THE CONTRACT AWARD LETTER SETS FORTH THE ORDER OF PRECEDENCE FOR THE TERMS AND CONDITIONS OF THE EXECUTED CONTRACTS. COMPLETE CONTRACT DETAILS INCLUDING TERMS AND CONDITIONS CAN BE FOUND IN THE SOLICITATION DOCUMENT DATED REVISED SEPTEMBER 29, 2015.

This contract provides Authorized Users with a means of acquiring new Audio Visual equipment and accessories for delivery throughout New York State. Products for purchase by all Authorized Users **include**, but are not limited to Audio, Cameras, Cases & Bags, Non-Cloud Content Management, AV Control, Displays, Interactive Displays, AV Furniture, Mounts & Rigging, Cables, Presentation, Production and Lighting, AV Signal. Management, Routing and Switching, Mobile Presentation Carts/Portable AV Systems, and Related Third Party Products pursuant to Section titled, *Related Third Party Products*. Related options, accessories, consumables, parts, software, maintenance and support services, including, but not limited to, limited installation, networking, extended warranties, maintenance and other related professional services, including for EOL Equipment. **Excluded**: stand-alone computers and tablets, cloud-based products and services, design services, installation services which are considered Public Works in accordance with New York State Labor Law.

This Contract Award Notification contains MWBE goals of 0% MBE and 0% WBE.

PR #22844

CONTRACT #	CONTRACTOR	FED.IDENT.#	NYS VENDOR#
PC68172	Miller's Millworks, Inc. d/b/a Miller's Presentation Furniture	16-1493762	1100061583
PC68173	Polycom, Inc.	94-3128324	1100004199
PC68174	School Specialty, Inc.	39-0971239	1000009266
PC68175	Turning Tech, LLC d/b/a Turning Technologies, LLC	27-3212022	1100151995
PC68176	ViewSonic Corporation	95-4120606	1100074141

For complete Contractor contract information and Pricing information for this Award, please see the Contractor Information page located on the OGS Website at: http://www.ogs.ny.gov/purchase/spg/awards/3880622844Can.htm

Cash Discount and/or Early Payment Discount, If Shown, Should be Given Special Attention.
INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "INVOICING AND PAYMENT" in this document.)

AGENCIES SHOULD NOTIFY PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible. Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,

- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

ORDER OF PRECEDENCE

The list of documents below address clarifications agreed to by the Contractor and the Office of General Services (OGS) and resolved by the parties and set forth herein in an order of precedence for the Contract award. The documents listed below were included in Solicitation #22844 or provided by the Contractor. Unless otherwise set forth in the procurement or contract documents, conflicts among documents shall be resolved in the following order of precedence:

1. Appendix A (January 2014), Standard Clauses for NYS Contracts (previously provided);
2. Contract Award Letter;
3. Revisions and Clarifications to Bid Specifications dated August 11, 2015, September 10, 2015, September 21, 2015, and September 29, 2015 (previously provided);
4. Invitation for Bids #22844 (Revised September 29, 2015) including all Appendices and Attachments referenced therein (previously provided);
5. Contractor's Bid Prices as stated in Attachment 1 – Pricelist
6. Contractor's Bid

OVERVIEW

This Contract provides Authorized Users with a means of acquiring new Audio Visual equipment and accessories for delivery throughout New York State. Products for purchase by all Authorized Users are described in the Section titled, *Scope*.

Procurement Instructions describing requirements for Authorized Users to purchase from the Centralized Contract are found in the Section titled, *Procurement Instructions*.

ESTIMATED QUANTITIES

All quantities or dollar values listed within this Contract are estimates. No specific quantities or volumes are represented or guaranteed and the State provides no guarantee of individual Authorized User participation. The Contractor(s) must furnish all quantities or dollar values actually ordered. The anticipated dollar value of the award for this IFB, based on historical purchases under previous awards was approximately $20 million annually. The individual value of each resultant Contract is indeterminate and will depend upon the number of Contracts issued and the competitiveness of the pricing offered. Authorized Users will be encouraged to purchase from Contractors who offer the Products, services and pricing that best meets their needs in the most practical and economical manner. See Appendix B, §29, *Estimated/Specific Quantity Contracts* and §26, *Participation in Centralized Contracts*.

Numerous factors could cause the actual value of the Contract to vary substantially from the historical value. Such factors include, but are not limited to, the following:

- The Contract is a nonexclusive Contract;
- There is no guarantee of volume to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases;
- The individual value of the Contract is indeterminate and will depend upon actual Authorized User demand, and actual quantities ordered during the Contract period; and,
- The State reserves the right to terminate the Contract for cause or convenience prior to the end of the term pursuant to the terms and conditions of the Contract.

In Procurement Service's experience, depending on the price of a particular item, the actual volume of purchases for that Product could be substantially in excess of, or substantially below, estimated volumes. Specifically, if actual Contract pricing is lower than anticipated or historical pricing, actual quantities purchased could be substantially greater than the estimates; conversely, if actual contract pricing is higher than anticipated or historical pricing, actual quantities purchased could be substantially lower than the estimates. Contractor acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the Contract could vary substantially from the estimates/historical values provided in this Contract.

DEFINITIONS

Terms used in the IFB documents that have a capitalized first letter shall be defined in accordance with Appendix B, §2 *Definitions*, which is hereby incorporated by reference. The following definitions shall apply:

1. **"Audio Visual (AV) Equipment"** refers to a broad range of equipment generally used in media, science, education, and entertainment to engage the senses of sight and sound, as further specified in Section titled, *Scope*.
2. **"Cloud"** shall mean any Product or service sold as an "as a service" offering or in which Authorized User data is transmitted, acted upon, or stored on non-Authorized User equipment. This may include, but is not limited to, hosted applications, managed security services, and off-site data storage. Cloud includes IaaS, PaaS, SaaS, and XaaS.
3. **"End-of-Life (EOL) Equipment"** refers to Audio Visual Equipment Products that may be nearing the end of their useful life or that an OEM is no longer manufacturing, but which the OEM continues to provide support. EOL Equipment includes equipment currently deployed by Authorized Users, also commonly referred to as legacy equipment.
4. **"List Price"** shall mean Manufacturer's Suggested Retail Price.
5. **"Maintenance"** refers to service and support activities to maintain Audio Visual Equipment in full working order. Maintenance includes, but is not limited to the following: preventative maintenance, troubleshooting and repair, scheduled cleanings, online and telephone support, and remote and on-site diagnostics.
6. "**MWBE"** shall refer to a business certified with NYS Empire State Development (ESD) as a Minority and/or Women-owned Business Enterprise.
7. **"N/A"** is a common abbreviation for *not applicable* or *not available*, used to indicate when information in a certain field on a table is not provided, either because it does not apply to a particular case in question or because it is not available.
8. **"Net Price"** Shall be List Price less all applicable discounts and shall be the price paid by Authorized Users of the resultant Contract.
9. **"NYS Vendor ID"** shall refer to the ten-character identifier issued by New York State when a vendor is registered on the Vendor File.
10. **"Original Equipment Manufacturer (OEM)"** a company that has its name, Product name or logo branded on the Audio Visual Equipment.
11. **"Preferred Source Products"** shall refer to those commodities or services that have been approved in accordance with State Finance Law §162.
12. **"Preferred Source Program"** shall refer to the special social and economic goals set by New York State in State Finance Law §162 that require a governmental entity purchase select commodities and services from designated organizations when the commodities or services meet the "form, function and utility" requirements of the governmental entity. Under State Finance Law §163, purchases of commodities and services from preferred sources are given the highest priority and are exempt from the competitive bidding requirements. The New York State preferred sources include: Corcraft; New York State Preferred Source Program for People who or Blind (NYSPSP; New York State Industries for the Disabled (NYSID); and the Office of Mental Health (OMH). These requirements apply to a State Agency, political subdivision and public benefit corporation (including most public authorities).
13. **"Procurement Services"**((formerly known as NYSPro or Procurement Services Group (PSG)) shall mean a division of the New York State Office of General Services which is authorized by law to issue centralized, statewide Contracts for use by New York agencies, political subdivisions, schools, libraries and others authorized by law to participate in such Contracts. The terms NYSPro and PSG may be used interchangeably for purposes of this Solicitation.
14. **"Resellers"** any model for distribution of Product other than direct from the Contractor. Resellers include but are not limited to approved value added resellers (VARs), distributors, dealers, sales agents, and alternate channel partners.
15. **"Software"** programs or applications required for functioning or Networking of the Audio Visual Equipment. Software shall work directly with the Contractor's Product and be directly related to the operational functioning of the Audio Visual Equipment; or be related to the remote administration of the Audio Visual Equipment.
16. **"Third Party Products"** refers to Products not directly produced or manufactured by the OEM. Third Party Products that meet all criteria pursuant to Section titled, *Related Third Party Products* are within the scope of this Contract.
17. **"Total Order Price"** shall be defined as the aggregate purchase order amount for Audio Visual Equipment, Maintenance, Software, and Software Maintenance placed by the Authorized User under this Contract in the immediately prior twelve month period.

In addition to the above definitions, the following terms are defined as follows regardless of whether they are or are not capitalized:

18. **"May"** denotes the permissive in a Contract clause or specification. Refers to items or information that the State has deemed are worthy of obtaining, but not required or obligatory. Also see "Should".
19. **"Must"** denotes the imperative in a Contract clause or specification. Means required - being determinative/mandatory, as well as imperative. Also see "Shall" and "Mandatory".
20. **"Shall" d**enotes the imperative in a Contract clause or specification. Means required - being determinative/mandatory, as well as imperative. Also see "Must" and "Mandatory".
21. **"Should"** denotes the permissive in a Contract clause or specification. Refers to items or information that the State has deemed are worthy of obtaining, but not required or obligatory. Also see "May".

SCOPE

These discount from pricelist Contracts provide Authorized Users with a means of acquiring Audio Visual Equipment and Accessories. Audio Visual Equipment and Accessories include, but may not be limited to:

1. Audio (microphones; speakers; acoustic materials; headphones, headsets, ear sets; public address, paging & background music systems; sound masking & speech privacy systems; language interpretation; soundfield systems; assistive listening; listening centers/stations; radio communications systems; tour group systems; amplification systems)
2. Cameras (cameras special application; camera auxiliary equipment; camcorders; camera controls; camera supports; cameras – studio video; digital cameras, still)
3. Cases & Bags (protective cases; soft equipment bags)
4. Non-Cloud Content Management (digital & streaming media distribution equipment; content recording & storage systems)
5. AV Control (AV control panels & interfaces; control systems)
6. Displays (displays & monitors; televisions; video walls)
7. Interactive Displays (Overlays, Frames, Signage)
8. AV Furniture (AV stands; lifts; consoles; podiums; monopods & tripods)
9. Mounts & Rigging (mounts; hardware; rigging)
10. Cables (cables & connectors)
11. Presentation (whiteboards; projectors & accessories; projection screens; marker boards & easels; presentations & training aids; annotations; documentation cameras (visualizers); presentation & environmental controls; audience response systems)
12. Production & Lighting (audio production equipment; production recording equipment; video production and editing equipment; lighting control systems; lighting fixtures; portable lighting; lighting auxiliary equipment; production duplication)
13. AV Signal Management, Routing and Switching (VGA, USB, HDMI, DVI, and other display port switches)
14. Mobile Presentation Carts/Portable AV Systems
15. Related Third Party Products that meet all criteria pursuant to Section titled, *Related Third Party Products*.

A Contractor who offers any of the Product types above may also offer related accessories, options, consumables, parts, Software, maintenance and support services, including, but not limited to: limited installation (excluding installation work which is considered Public Works in accordance with New York State Labor Law [see Section titled, *Assembly/Configuration/Installation/Networking Services*]), networking, extended warranties, maintenance and other related professional services for the Audio Visual Equipment.

A Contractor may also offer related accessories, options, consumables, parts, Software (See Section titled, *Software*), maintenance and support services for EOL Equipment that is within the scope of the Products referenced above.

Excluded Products and Services

The following Products and/or Services are specifically excluded from the scope of this Solicitation and resulting Contracts:

1. Standalone Computers and Tablets
2. Cloud-based Products or offerings
3. Design services
4. Installation services which are considered Public Works in accordance with New York State Labor Law (see Section titled, *Maintenance and Support Services*)

LIST OF CONTRACTORS AND MANUFACTURER PRODUCT CATEGORIES

Please refer to each Contractor's Information page and Pricelist for more information.

	Audio	Cameras	Cases & Bags	Non-Cloud Content	AV Control	Displays	Interactive Displays	AV Furniture	Mounts and Rigging	Cables	Presentation	Production & Lighting	AV Signal	Mobile Presentation	Third Party Products
Miller's Millworks, Inc.								X							
Polycom, Inc.	X	X			X	X	X	X	X	X					
School Specialty, Inc.	X	X			X	X	X	X			X			X	
Turning Tech, LLC											X				
ViewSonic Corporation			X	X		X	X		X	X	X			X	

PROCUREMENT INSTRUCTIONS

1. The Contracts resulting from this IFB will be centralized Contracts issued under a multiple award structure. Products and services offered under the Contracts, pricing, and other Contract information will be posted to the OGS website or the awarded Contractors' dedicated NYS websites. Authorized Users shall procure Products and services that best meet their form, function and utility requirements.

2. Before proceeding with a purchase, Authorized Users shall check the list of Preferred Source offerings. Authorized Users are reminded that they must comply with State Finance Law §162, which requires that agencies afford first priority to the commodities/services of Preferred Source suppliers such as Correctional Industries (Corcraft), NYS Preferred Source Program for People Who are Blind (NYSPSP), and NYS Industries for the Disabled (NYSID), when such commodities/services meet the form, function and utility of the Authorized User.

3. Where commodities/services are not available from Preferred Source suppliers in the form, function and utility required by the Authorized User, Authorized Users shall purchase from the centralized Contracts awarded herein. The basis for selection among multiple contracts at the time of purchase shall be the most practical and economic alternative and shall be in the best interests of the State. Therefore, Authorized Users are strongly encouraged to obtain quotes from at least three (3) Contractors prior to issuing a purchase order, in order to ensure that the Authorized User is receiving the best possible pricing.

4. When placing Purchase Orders under the Contract(s), the Authorized User should be familiar with and follow the terms and conditions governing its use. The Authorized User is accountable and responsible for compliance with the requirements of public procurement processes. The Authorized User, when purchasing from OGS Contracts, should hold the Contractor accountable for Contract compliance and meeting the Contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, Authorized Users are encouraged to seek improved pricing whenever possible. Authorized Users have the responsibility to document purchases which should include:

   - statement of need and associated requirements;
   - obtaining all necessary prior approvals;
   - a summary of the Contract alternatives considered for the purchase; and
   - the reason(s) supporting the resulting purchase (e.g., show that basis for the selection among multiple Contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

5. Authorized Users will issue purchase orders directly to the Contractor or the Contractor's authorized Reseller (if applicable), as specified by the Contractor, and specify any shipping/delivery requirements and/or statements of work for services (if applicable).

6. Upon Authorized User acceptance of Products and/or services itemized on the purchase order, Contractor will invoice Authorized User for any portion of Products and/or services accepted, and accordingly, Authorized User will arrange for payment. Contractor shall provide itemized invoicing for all Products and services.

   Note: Contractor must disclose any forms or other order information that Contractor will attach to orders or require to be completed with Authorized User purchases. Documents which contain additional terms or conditions must receive pre-approval by OGS for use under the Contract. Additional terms or conditions that were not pre-approved by the Authorized User or which conflict with the Contract terms and conditions are void and unenforceable at the sole discretion of the State.

PRICE

All prices are freight on board (F.O.B.) destination tailgate delivery at the dock of the Authorized User (see Appendix B, §34b, Shipping Charges) including all customs, duties and charges to any destination in New York State. Standard shipping costs are to be prepaid by Contractor and, when determining the NYS Net Price, shall not be separately added to the Authorized User's invoice.

The percentage discount offered to Authorized Users may, at the Contractor's option, be increased based on individual orders. Discounts may be greater, but in no instance may they be lower than the awarded discount. See Section titled, *Contract Pricelist Update Procedures.*

Contractor's pricing information is included in the posted Pricelist linked from the Contractor Information page.

VOLUME DISCOUNTS

Contractor may offer volume discounts at the transaction level using the thresholds listed on each Contractor's Information Page.

PROMPT PAYMENT DISCOUNTS

Contractor may offer prompt payment discounts at the transaction level. Please refer to the Contractor's Information Page.

CONTRACT PRICELIST UPDATE PROCEDURES

The procedures below outline how Contract pricelist updates will be handled under this Contract. NOTE: THE FOLLOWING PROCEDURES ARE NOT APPLICABLE TO CONTRACTOR PROPOSED CHANGES TO CONTRACT TERMS AND CONDITIONS. Any implied or express request for changes in or additions to existing Contract terms and conditions, including new terms and conditions associated with a specific product line being added to the Contract for the first time, requires a formal Contract amendment and requires the approval of OGS. New or revised Contract terms and conditions are subject to the restrictions set forth in Appendix B, Section 27, *Modification of Contract Terms.*

1. General
   Contractor may update their pricelist as follows**:**

   1. In the first year of the Contract, the Contractor shall be allowed to update the pricelist twice to add/delete Products and services as established by the Contractor in their normal course of business. However, pricelist updates must be submitted no earlier than sixty (60) calendar days from the date of OGS approval of prior pricelist update. There shall be no price increases allowed for existing Products and services during the first year of the contract.

   2. Commencing with the second year of the Contract, the Contractor may update the pricelist semiannually to reflect Contractor price changes and the addition/deletion of Products and services as established by the Contractor in their normal course of business; thirty (30) calendar days from the anniversary date of the Contract; and, thirty (30) calendar days from the semiannual anniversary date of the Contract. The thirty (30) calendar days includes the anniversary and semiannual anniversary date of the Contract.

Any new Products or services added to pricelists shall have a discount structure consistent with existing Products and services on the pricelist that are comparable in scope. Contractors shall submit their updated pricelist to the OGS Procurement Services contract administrator pursuant to the requirements of this section for review and written approval prior to issuing to Authorized Users or posting to the Contractor's dedicated New York State website.

All approved pricelist updates shall apply prospectively upon approval by OGS. Any request for a pricelist update not received in accordance with this section shall be deemed denied. Total price increases for pricelist updates in a single year of the Contract shall not exceed the escalation cap in set forth in subdivision (4), Escalation Cap, below. All percentage discounts shall remain firm (unchanged) or they may increase for the duration of the Contract.

2. Pricelist Format
   Contractor is required to submit Contract pricelist updates electronically in an unprotected Microsoft Excel (2013 or lower version) spreadsheet either on CD or via e-mail to the OGS Procurement Services contract administrator. The pricelist must be dated and the format shall be consistent with the format of the Contractor's approved Contract pricelist. The pricelist shall separately include and identify (e.g., by use of separate worksheets or by using highlighting, italics, bold and/or color fonts):
   1. Price increases;
   2. Price decreases;
   3. Products being added; and
   4. Products being deleted.

3. Contractor's Submission of Contract Updates
   In connection with any Contract pricelist update, OGS reserves the right to:
   1. Request additional information;

2. Reject Contract updates;
3. Remove Products from Contracts;
4. Remove Products from Contract updates; and
5. Request additional discounts for new or existing Products.

4. Escalation Cap
In a single year of the Contract the total request for price increases shall not exceed the lesser of:
1. three (3%) percent annually, or
2. the percent increase in the latest available National Consumer Price Index - All Urban Consumers (CPI-U), Not Seasonally Adjusted, U.S. City Average, All Items (Series Id: CUUR0000SA0,CUUS0000SA0); as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. CPI-U data may be obtained at www.bls.gov.

The following example illustrates the computation of percent change:

CPI for current period	230.000
Less CPI for previous period	225.000
Equals index point change	5.000
Divided by previous period CPI	225.000
Equals	0.022
Result multiplied by 100	0.022 x 100
Equals percent change	2.2

The "CPI for current period" shall be the index in effect at the time the Contract pricelist update request is received; "CPI for previous period" shall be the index in effect when the Contract pricelist was last updated.

5. Supporting Documentation
Each pricelist update request must be accompanied by an electronic copy of Contractor's nationally published pricelist(s) in its original format detailing current list prices relevant to the Products the Contractor is updating. If the NYS net prices are based on a GSA Schedule or WSCA Contract, that pricing must also be included with the update request.

6. Cover Letters
All Contract pricelist updates shall be accompanied by a cover letter describing the nature and purpose of the update (e.g., update requested in order to reflect a recently approved GSA Schedule or WSCA Contract pricing update, to add/delete Products or services, etc.).

GSA Pricing
Where NYS net pricing is based upon an approved GSA Supply Schedule:

1. Associated Discounts: The State is entitled to all associated discounts enumerated in the GSA Supply Schedule (including, but not limited to, discounts for additional sites and volume discounts), as well as any other pricing or discount terms as are expressly enumerated in the NYS Contract or GSA schedule, when calculating the NYS Net Price; and

2. Industrial Funding Fee: GSA pricing incorporates a sum referred to as the "GSA Industrial Funding Fee." ("IFF") OGS reserves the right to require either that: the IFF is remitted directly to OGS, or the NYS Contract prices are reduced by an amount equivalent to the IFF. If the latter, the NYS Net Price shall be calculated by reducing the published GSA price, after the discounts, if any, set forth in paragraph (1), above, downward by the amount of the IFF, currently set at .75%. Therefore, the "NYS Net Price" shall be calculated by multiplying 0.9925 times the GSA price.

CONTRACT PERIOD AND RENEWAL

The term of this Contract shall be for five (5) years. The contract shall commence after all necessary approvals by both parties and shall become effective upon the mailing or electronic communication of the final executed contract documents (see Appendix B, *Contract Creation/Execution*). All Contracts will terminate conterminously five (5) years from the date of the approval of the first contract awarded as a result of the IFB or any subsequent periodic recruitment.

The parties may renew the contract by written agreement signed by both parties, upon expiration of the original term and approval of the OGS, for two (2) additional one (1) year terms.

TERMINATION FOR CONVENIENCE

The State of New York retains the right to cancel this Contract, in whole or in part without reason (see Appendix B, §46.b, *Termination for Convenience*).

SHORT TERM EXTENSION

In the event a replacement Contract has not been issued, any Contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one (1) month upon notice to the Contractor with the same terms and conditions as the original Contract and any approved modifications. With the concurrence of the Contractor, the extension may be for a period of up to three (3) months in lieu of one (1) month. However, this extension terminates should a replacement Contract be issued in the interim.

PERIODIC RECRUITMENT

The State reserves the right to add Contractors beginning in the second year of the Contract and at one year intervals thereafter. The State will formally announce when the bid is reissued, at the discretion of the State. Contractors shall be required to submit such Bid documentation as required by OGS, which may include additional applicable statutory requirements currently in effect at the time of the new Bid solicitation. Once awarded a Contract, a Contractor may not resubmit a Bid for future consideration. In addition, if a Bid is deemed non-responsive under periodic recruitment, a vendor cannot reapply for a future Contract until the next periodic recruitment period. For Contracts that are awarded under periodic recruitment, the Contract term will commence upon OGS approval in accordance with Appendix B, Section 24, *Contract Creation/Execution* and will terminate on the then current end date of the Contract or at the end of any approved extension or renewal period.

Vendors shall be required to submit this original bid document which may include additional applicable statutory requirements currently in effect at the time of the new bid solicitation. Contractors are advised to review the "Qualification of Contractors" clause before submitting a bid under periodic recruitment to ensure they can meet all bid requirements. Under periodic recruitment, the Bidder must demonstrate proof of a minimum sales volume of $1,000,000 in Products and services for the pricelist offered to national public entities in the 36 month period preceding the Bid opening date. Required proof of sales should be submitted at the time of Bid submission. Failure to submit proof of sales at the time of Bid submission may result in rejection of a Bid. NYS OGS Procurement Services reserves the right to request copies of purchase orders and/or invoices for verification or clarification. In addition, if a Bid is rejected under periodic recruitment, a Bidder cannot reapply for a future contract until the next periodic recruitment period. For Bids that are awarded under periodic recruitment, the Contract term will commence upon award and terminate on the current end date of the Contract unless an extension is mutually agreed upon between Procurement Services and the Contractor.

CONTRACT ADVERTISING

In addition to the requirements set forth in Appendix B, *Advertising Results*, any Contractor advertisements, promotional literature and/or Contract description(s) of Contract awards must be reviewed and approved by Procurement Services prior to issuance.

INSTALLATION AND NETWORKING

Installation and Networking shall result in fully operational Audio Visual Equipment that is ready for use by an Authorized User. Installation and Networking offerings must be directly related to the operational functioning of the Audio Visual Equipment procured under the Contract and shall be submitted through Attachment 1, Pricelist (Revised September 29, 2015). The Contract is not intended to be a mechanism to procure standalone Networking Services unrelated to Audio Visual Equipment procured under the Contract.

MAINTENANCE AND SUPPORT SERVICES

The following Maintenance and support offerings are authorized under the Contract. Any services procured under the Contract must be directly related to the Audio Visual Equipment purchased under this Contract. The Contractor agrees that malfunctions that cannot be immediately diagnosed and attributed to a certain piece of equipment will require the participation of the Contractor until the problem resolution and responsibility is identified. Maintenance plan options which are available as part of the Contractor’s standard commercial offerings may be offered under this Contract.

1. **Audio Visual Equipment Maintenance:** Services to protect the Audio Visual Equipment, including but not limited to remedial repairs and upgrades, and Software/firmware updates. Contractor shall maintain the Product, while covered under Maintenance, so as to provide Authorized User with the ability to utilize the Product without significant functional downtime to the Authorized User's ongoing business operations.

2. **Legacy Maintenance:** Contractor may offer Maintenance services on EOL Equipment that is not being offered under this Contract, provided that the equipment fits the scope of the Contract set forth in Section titled, *Scope*.

3. **Extended Warranty Services:** For equipment purchased under this Contract, Contractor may offer extended warranty services, which extend the Product warranty beyond the required one (1) year warranty period.

4. **Remote Administration Services:** Contractor's pricelist must include a description of any remote administration service offerings. Connections to networks must be performed in a manner prescribed by an Authorized User to preserve the integrity of the network, confidentiality and integrity of information transmitted over that network, and the availability of the network. Remote administration shall be directly related to monitoring Audio Visual Equipment performance and diagnostics. Any Remote Administrative Services involving storage of Authorized User data in the Cloud is excluded from the scope of this Solicitation. All remote administration services shall be compliant with New York State Cyber Security Policy P03-002, as may be amended, modified or superseded: https://www.its.ny.gov/sites/default/files/documents/enterprise_information_security_policy_v5.0.pdf.

5. **Assembly/Configuration/Installation/Networking Services:**
   Assembly/Configuration/Installation/Networking Services may include moving Audio Visual Equipment to its final location, uncrating, assembling, adjusting, connecting to the network and leaving free-standing equipment ready to operate to the full extent of its design capabilities. These services do not include any installation that is considered Public Works under the New York State Labor Law. See Appendix B, §39, *Installation*, for terms applicable to installation. These services may include, but are not limited to, the following:

   1. System setup (e.g., key operator orientation, system parameters);
   2. System enhancement (e.g., memory upgrades, network interfaces);
   3. Network set up, including but not limited to, applying network settings, and verification of network functionality;
   4. Software installation; and
   5. Hardware verification (including appropriate tests and diagnostics to ensure proper Product operation).

   Installation work which is considered Public Works in accordance with the New York State Labor Law is **excluded** from purchase under this Contract. Historically, the New York State Bureau of Public Works has maintained that installation, maintenance and repair of equipment attached to any wall, ceiling or floor or affixed by hard wiring or plumbing is Public Work. In contrast, installation of a piece of equipment which is portable or a "plug-in" free-standing unit would not be considered Public Work. Thus, this Contract does not authorize installation where the equipment becomes a permanent part of the building structure, or is otherwise incorporated into the fabric of the building (e.g., installation on a wall, ceiling or floor in a fixed location, or affixed by hard-wiring or plumbing). See Appendix B §8, *Prevailing Wage Rates - Public Works and Building Services Contracts*. For questions about whether a proposed installation constitutes public work, please contact the New York State Department of Labor's Bureau of Public Work District Office in your area. A listing of district offices and contact information is available at http://www.labor.state.ny.us/workerprotection/publicwork/PWContactUs.shtm.

6. **Professional Services (Consulting, Training, and other Incidental services which are billed hourly):** An Authorized User may acquire consulting, training and other incidental services directly related to the Audio Visual Equipment purchased under this Contract on a limited basis. Professional Services shall not exceed twenty (20%) percent of the Total Order Price for Audio Visual Equipment, maintenance, Software and Software maintenance. Professional Services which exceed twenty percent (20%) must be procured using the OGS HBITS Contract or another procurement process selected by the Authorized User. Professional services may include, but are not limited to the following:

1. **Consulting Services**
   A. Custom system integration including network system requirements other than the standard configurations identified in Section 5 above; or
   B. Customized configurations: When requesting customized configuration services, an Authorized User will provide the Contractor with technical specifications and any applicable customized Software applications for testing and evaluation on the proposed systems. Prior to placing orders for additional Audio Visual Equipment, it is the responsibility of the Authorized User and the Contractor to ensure that the custom configuration will satisfactorily operate on any additional systems to be purchased.
2. **Training Services:** Training Services may include pre-packaged training Products, and/or the development or customization of training programs as requested, including live training, computer based/multi-media training which encompasses internet-delivered training, and/or video based training.
3. **Incidental Services:** Incidental Services include services which may be required for the integration/implementation or deployment of Products purchased under this Contract and has been approved by OGS for inclusion under the Contract.

EMPLOYEE INFORMATION REQUIRED TO BE REPORTED BY CERTAIN CONSULTANT CONTRACTORS and SERVICE CONTRACTORS

Chapter 10 of the Laws of 2006 amended the Civil Service Law and the State Finance Law, relative to maintaining certain information concerning Contract Employees working under State Agency service and consulting Contracts. State Agency consultant Contracts are defined as "Contracts entered into by a state Agency for *analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal, or similar services*" ("covered consultant Contract" or "covered consultant services"). The amendments also require that certain Contract Employee information be provided to the state Agency awarding such Contracts, OSC, DOB and CS. The effective date of these amendments was June 19, 2006. The requirements will apply to the covered Contracts awarded on and after such date.

To meet these requirements, the Contractor agrees to complete:

A. Form A - Contractor's Planned Employment Form, if required. Note: State Agencies are required to furnish this information but may require a Contractor to submit the information.

B. Form B - Contractor's Annual Employment Report. Throughout the term of the Contract by May 15th of each year the Contractor agrees to report the following information to the State Agency awarding the Contract, or if the Contractor has provided Contract Employees pursuant to an OGS centralized Contract, such report must be made to the State Agency purchasing from such Contract. For each covered consultant Contract in effect at any time between the preceding April 1st through March 31st fiscal year or for the period of time such Contract was in effect during such prior State fiscal year Contractor reports the:

1. Total number of Employees employed to provide the consultant services, by employment category.
2. Total number of hours worked by such Employees.
3. Total compensation paid to all Employees that performed consultant services under such Contract.*

***NOTE:** The information to be reported is applicable only to those Employees who are directly providing services or directly performing covered consultant services. However, such information shall also be provided relative to Employees of Subcontractors who perform any part of the service Contract or any part of the covered consultant Contract. This information does not have to be collected and reported in circumstances where there is ancillary involvement of an Employee in a clerical, support, organizational or other administrative capacity.

Contractor agrees to simultaneously report such information to The Department of Civil Service (CS) and OSC as designated below:

Department of Civil Service
Alfred E. Smith State Office Building
Albany, NY 12239

Office of the State Comptroller
Bureau of Contracts
110 State St., 11th Floor
Albany, New York
Attn: Consultant Reporting
Fax: (518) 474-8030 or (518) 473-8808

Contractor is advised herein and understands that this information is available for public inspection and copying pursuant to §87 of the New York State Public Officers Law (Freedom of Information Law). In the event individual

Employee names or social security numbers are set forth on a document, the State Agency making such disclosure is obligated to redact both the name and social security number prior to disclosure. Further information is available in Section XI.18.C of the Office of the State Comptroller's Guide to Financial Operations (http://www.osc.state.ny.us/agencies/guide/MyWebHelp/), "Consultant Disclosure Legislation."

Instructions for Completing Form A and B:
Form A and Form B should be completed for Contracts for consulting services in accordance with Section XI.18.C of the Office of the State Comptroller's Guide to Financial Operations (http://www.osc.state.ny.us/agencies/guide/MyWebHelp/), "Consultant Disclosure Legislation," and the following:

A. Form A - Contractor's Planned Employment Form (available from and submitted to the using Agency, if necessary.) (Form AC-3271-S: http://www.osc.state.ny.us/agencies/forms/index.htm)

B. Form B - Contractor's Annual Employment Report (to be completed by May 15th of each year for each consultant Contract in effect at any time between the preceding April 1st through March 31st fiscal year and submitted to the CS, OSC and procuring Agency.) (Form AC-3272-S: http://www.osc.state.ny.us/agencies/forms/index.htm)

Scope of Contract: choose a general classification of the single category that best fits the predominate nature of the services provided under the Contract.

Employment Category: enter the specific occupation(s), as listed in the O*NET occupational classification system, which best describes the Employees providing services under the Contract.

*(Note: Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at online.onetcenter.org to find a list of occupations.)*

Number of Employees: enter the total number of Employees in the employment category employed to provide services under the Contract during the report period, including part time Employees and Employees of subcontractors.

Number of Hours: enter the total number of hours worked during the report period by the Employees in the employment category.
Amount Payable under the Contract: enter the total amount paid by the State to the State Contractor under the Contract, for work by the Employees in the employment category, for services provided during the report period.

SOFTWARE

Software offered must be in a format that does not require any conversion by the Authorized User and shall meet the following additional requirements:

1. The Software is available as part of the Contractor's standard commercial offerings; and
2. The Software is directly related to the operational function or the remote administration of the Audio Visual of the Audio Visual Equipment

Any Software currently on the NYS Miscellaneous Software Catalog contract Prohibited List is excluded from purchase under this Contract, except when the Software is pre-loaded on the Audio Visual Equipment at the time of purchase. The Prohibited List may be accessed on the OGS website:
http://www.ogs.ny.gov/purchase/snt/awardnotes/79518Prohibited.pdf.

Software offered under this Contract shall be licensed in accordance with the Software developer's standard license and warranty terms.

RELATED THIRD PARTY PRODUCTS

Third Party Products which meet and comply with all of the following criteria may be authorized for sale under this Contract:
1. The Third Party Product is available as part of the Contractor's standard commercial offerings.
2. The Third Party Product fits the scope of and is directly related to the operation of Products that fit the scope of the Contract.

If the Third Party Product is available on another NYS Contract, such item will only be approved for inclusion on this Contract in accordance with Section titled, *Overlapping Contract Items*. If the Third Party Product is not available on another NYS Contract, then price reasonableness must be established in order for such item to be added to the Contract.

USE OF RESELLERS/DISTRIBUTORS/ALTERNATE CHANNEL PARTNERS

Contractor must provide service, sales and support staff to service Authorized Users geographically located at multiple purchasing locations throughout New York State. Contractor shall ensure that sufficient resources are available directly, or through authorized Resellers to ensure maximum service capability throughout the State. The State agrees to permit Contractor to utilize approved, designated value added resellers (VARs), distributors, dealers, and sales agents to participate as alternate channel partners (collectively referred to as "Resellers") for Contractor. Such participation is subject to the following conditions:

1. Designation of Reseller(s): Contractor shall specify whether orders must be placed directly with Contractor, or may be placed directly with designated Reseller(s). When Reseller(s) are submitted for approval, Contractor must provide the State, in advance, with all necessary ordering information, billing addresses, Federal Identification Numbers, and NYS Vendor Identification Numbers in the format requested in Reseller Directory. Failure to accurately provide all required information may result in processing delays.

2. Conditions of Participation: Reseller(s) must be approved in advance by the State as a condition of eligibility under the Contract. The State also reserves the right to rescind any such participation or request that Contractor name additional Resellers, in the best interests of the State, at the State's sole discretion, at any time. Contractor shall have the right to qualify Reseller(s) and their participation as fulfillment agents under this Contract by product line, contracting program (e.g., government/educational sales), geographic region, size/sales volume, technical training or other criteria ("qualifying criteria"), provided that: i) such qualifying criteria are uniformly applied to all potential Resellers based upon Contractor's established, neutrally applied commercial/governmental program criteria, and not to a particular procurement; ii) all general categories of qualifying criteria must be disclosed by the Contractor to the State, in advance, at the beginning of the Contract term; iii) those qualifying criteria met by the Reseller must be identified on the form provided in Reseller Directory at the time that Reseller approval is requested under this paragraph; and iv) immediate advance notice is provided to OGS in the event that a change in Reseller's status occurs during the Contract term.

3. All Resellers who have been approved in accordance with the foregoing paragraph shall be eligible to quote lower than Contract pricing for procurements under this Contract which meet their qualifying criteria. Except as otherwise set forth in Reseller Directory, Contractor warrants and represents that it shall not, directly or indirectly, by agreement, communication or any other means, restrict any Reseller's participation or ability to quote a particular order. Reseller Directory updates will be allowed no more than twice annually. On the first business day of the month following the sixth and twelfth months of each contract year, Contractors shall be given an opportunity to submit revised Reseller Directories electronically. When submitting Reseller Directory updates, Contractors shall be required to separately specify additions, deletions, and/or any other changes to the directory in an accompanying communication submitted with the request in order to facilitate a more expeditious review; failure to do so may result in the rejection of the request.

4. Responsibility for Reporting/Performance: Contractor shall be fully liable for Reseller(s)' performance and compliance with all Contract terms and conditions. Product purchased through Reseller(s) must be reported by Contractor in the required monthly reports to the State as a condition of payment. In addition to inclusion of Reseller(s) volume in the Contractor's monthly reporting obligation to the State, at the request of Authorized User, Reseller(s) shall provide Authorized User with quarterly reports of the individual Authorized User's Contract activity with Reseller.

5. Applicability of Contract Terms: Product or services ordered directly through Reseller(s) shall be limited to Products or services currently approved for inclusion under this Contract and shall be subject to all terms and conditions of this Contract as a condition of Reseller participation.

ORDERS

Contractor shall be capable of accepting orders manually, via facsimile, and, electronically via email. As an option, Contractor may also accept orders electronically via the Internet through a web-based ordering system. Contractor shall be required to provide written quotes to Authorized Users who request them prior to placing an order, which

quote details the SKU corresponding with the approved product list, List Price, discount, and Net Price, as applicable.

The web-based ordering system, if offered, shall allow Authorized Users to enter orders and have full order inquiry capabilities. All orders (manual, fax, electronic) shall reference requisition and/or purchase order number as required. If offering a web-based ordering system, the Bidder represents and warrants that it is the sole owner of the software product used for its ordering system, or, if not the owner, has received all proper authorizations from the owner to license the software product, and has the full right and power to grant the rights contained in any Contract resulting from this Invitation for Bids and as described further in Appendix B. Bidder further warrants and represents that the software product is of original development, and/or that the package and its use will not violate or infringe upon any patent, copyright, trade secret or other property right of any other person/company.

The web-based ordering system, if offered, shall be capable of processing, controlling, documenting, and reporting on the following minimum data elements:

- Contractor Name and Address
- Agency/Facility/Political Subdivision, etc.
- Contract Number
- Purchase Order/Requisition Numbers
- Contact (individual placing order)
- SKU/PN & Product Description
- Net Price
- Extended and Total Amounts

If offering a web-based ordering system, the Contractor shall provide any necessary software (excluding communication software) and training guides/manuals or online support in the use of the web-based ordering system at no additional cost to all Authorized Users capable of placing orders electronically. Samples of software and training guides/manuals may be required. If requested, Bidder must demonstrate its system at an Albany, NY area location designated by the State.

MINIMUM ORDER

Minimum order shall be $100.00. Contractor may elect to honor orders for less than the minimum order; however, no additional charges shall be allowed.

NEW YORK STATE PURCHASING CARD

See "Purchasing Card" in Appendix B, OGS General Specifications. Contractors indicated if they will accept the NYS Purchasing Card for orders not to exceed $85,000. For all purchases executed using a New York State Purchasing Card, Contractor shall provide an itemized receipt with each delivery. Contractor shall state the discount offered when using the NYS Purchasing Card on each Contractor's Information page.

INTERNET WEBSITES

The State encourages Contractors to provide a designated NYS Contract website for Authorized Users' direct access. This website will be listed under the Contractor information. The website will be the responsibility of the Contractor to maintain and keep updated. Changes in Products/services or pricing must be approved by Procurement Services prior to addition to the website. Hard copy catalog and pricelists, either in paper format or electronic format, must be available to all Authorized Users who either do not have Internet access or prefer the optional format.

PURCHASE ORDERS AND INVOICING

All Purchase Orders and invoices shall include the Contract number and a line by line listing of separate charges. Order confirmation shall mean that the Contractor has received the purchase order, has reviewed it for compatibility with the Item currently on Contract, has resolved any non-compatibility problems with the Authorized User, and has entered the order, assigned an order number with anticipated delivery date.

PURCHASE ORDERS

Purchase orders are to include the following information:

1. Contract number
2. Contractor name
3. SKU/PN and Product/service description

4. Net Price

INVOICES

Authorized Users are instructed not to process invoices that do not include the required information set forth below. Invoices must be detailed and include in the body of the invoice or an attachment to the invoice **all** of the following items. Failure to comply may result in lengthy payment delays. Original invoices must follow the billing instructions contained in the purchase order. Invoices shall include, at a minimum, the following information:

1. Contract number
2. Contractor name
3. NYS Vendor Identification Number
4. Purchase Order number
5. SKU/PN and Product/service description
6. Line item breakdown of all charges to include Net Price of each Product/service

Cost centers or branch offices within an Authorized User may require separate invoicing as specified by each Authorized User. The Contractor's billing system shall be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users.

BACKORDERING

Backordering shall be permissible only when authorized by the ordering Authorizes User. Contractor must complete orders within the guaranteed delivery period offered.

PACKING SLIPS

A legible packing slip and/or purchase order copy must accompany each shipment. The carton containing packing slip must be so marked.

PRODUCT RETURNS BECAUSE OF QUALITY PROBLEMS

Upon written notification by the Authorized User to the Contractor, Products determined to have quality problems, outdated product, damage, etc., shall be picked up by the Contractor within ten (10) business days after notification with no restocking charge. The Authorized User shall elect whether to receive a replacement product, have the Contractor make any necessary repairs, or receive a credit/refund for the full purchase price. The Authorized User must conduct its inspection, and notify the Contractor within 30 calendar days of delivery.

PRODUCT RETURNS DUE TO AUTHORIZED USER ERROR

Products ordered in error by an Authorized User, except for "made-to-order" or customized products, shall be returned by Authorized User at its expense for credit within fifteen (15) business days of delivery. Standard stock products must be in resalable condition (original packaging, unused). The Contractor may charge a restocking fee--not to exceed ten percent--for product returns due to Authorized User error.

Prior to fulfilling an order for "made-to-order" or customized Products for which returns due to Authorized User error are unavailable, Contractor must notify the Authorized User in writing that such returns will be unavailable, and Contractor must obtain Authorized User's agreement and written approval of the unavailability of such returns, prior to fulfilling the order.

PRODUCT ACCEPTANCE

Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, an Authorized User shall have thirty (30) days from the date of delivery to accept Products. Where the Contractor is responsible for installation, acceptance shall be from completion of installation. Title or other property interest and risk of loss shall not pass from Contractor to the Authorized User until the Products have been accepted. Failure to provide notice of acceptance or rejection or a deficiency statement to the Contractor by the end of the period provided for under this clause constitutes acceptance by the Authorized User as of the expiration of that period.

CONTRACT PAYMENTS

Payments cannot be processed by Authorized Users until the items have been delivered and accepted. Payment will be based on any invoice used in the Contractor's normal course of business. However, such invoice must contain all requirements in Section *Purchase Orders and Invoicing*.

CONTRACT ADMINISTRATOR

Contractor must provide a dedicated Contract Administrator to support the updating and management of the Contract on a timely basis. Contractor must notify OGS within five (5) Business Days if its Contract Administrator changes, and provide an interim contact person until the position is filled. Changes to Contractor contact information, including the designation of a new Contract Administrator, shall be submitted electronically via e-mail to the OGS Contract Management Specialist.

TOLL-FREE NUMBER

A Contractor must provide a toll-free telephone number for the Authorized User usage. Contractor must staff this toll-free number at a minimum from 8:00 a.m. to 5:00 p.m. ET Monday through Friday, excluding NYS holidays. If Contractor does not currently maintain a toll-free number, the Contractor must be willing to establish one prior to award of Contract.

INSURANCE REQUIREMENTS

The Contractor shall procure, at its sole cost and expense and shall maintain in full force at all times during the term of this Contract, all policies of insurance pursuant to the requirements outlined in Insurance Requirements of the bid solicitation.

PERFORMANCE AND BID BONDS

There are no bonds for this Contract. In accordance with Appendix B, *Performance/Bid Bond*, the Commissioner of OGS has determined that no performance, payment or Bid bond, or negotiable irrevocable letter of credit or other form of security for the faithful performance of the Contract shall be required at any time during the Term of the resulting Contract.

REPORT OF CONTRACT USAGE

Contractor shall furnish a report of all Product provided under the Contract during each semiannual period, no later than the 15th of the month following the close of each half year. Purchases by Non-state agencies, political subdivisions and others authorized by law shall be reported in the same report and indicated as required. A template for such report is included in Attachment 9, Contract Usage Report. All fields of information shall be accurate and complete. The report is to be submitted electronically via electronic mail utilizing the template provided in Microsoft Excel 2013, or lower version (or as otherwise directed by OGS), to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, Award Number, Contract Number, Sales Period, and Contractor's (or other authorized agent) Name, and all other fields required. OGS reserves the right to amend the report template during the Contract term.

AUTHORIZED USER SALES REPORT

Upon written request by an Authorized User, the Contractor shall furnish to such Authorized User, on a monthly basis, a report listing the following: name of products purchased, quantity purchased, unit price and total dollar volume of purchases.

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR EQUAL EMPLOYMENT AND BUSINESS PARTICIPATION OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND NEW YORK STATE CERTIFIED MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

POLICY STATEMENT

The New York State Office of General Services ("OGS"), as part of its responsibility, recognizes the need to promote the employment of minority group members and women and to ensure that certified minority and women-owned business enterprises have opportunities for maximum feasible participation in the performance of OGS contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority- and women-owned business enterprises had a full and fair opportunity to participate in State contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority- and Women-Owned Business Enterprises: Evidence from New York" (the "Disparity Study"). The Disparity Study found evidence of statistically significant disparities between the level of participation of minority- and women-owned business enterprises in State procurement contracting versus the number of minority- and women-owned business enterprises that were ready, willing and able to participate in State procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment

and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that OGS establish goals for maximum feasible participation of New York State certified minority- and women-owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS
The Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over $25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State agency (the "Work") except where the Work is for the beneficial use of the Contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

Contractor further agrees to submit with the bid a staffing plan on Form EEO 100 identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to OGS, a workforce utilization report on Form EEO 101, identifying the workforce actually utilized on the Contract if known.

Further, pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES (MWBEs)
New York State Executive Law Article 15-A requires that OGS provide opportunities for the maximum feasible participation of New York State certified minority- and women-owned business enterprises in the performance of OGS contracts. OGS has determined that it will not place MWBE participation goals on contracts resulting from this procurement because there are not sufficient subcontracting opportunities available in the audio visual industry as related to the purchases of audio visual equipment and accessories. However, contractors should use good faith efforts to engage MWBEs as subcontractors to the extent that such opportunities exist. Additionally, OGS strongly encourages all certified minority- and women-owned businesses to submit a proposal in response to this Solicitation. Finally, OGS encourages those minority- and women-owned companies that are not certified by the Empire State Development Division of Minority- and Women-Owned Businesses to become certified at the earliest opportunity. Information regarding the certification process can be viewed at:
http://esd.ny.gov/MWBE/Certification.html

NEW YORK STATE FINANCIAL SYSTEM (SFS)

New York State is currently operating on an Enterprise Resource Planning (ERP) system, Oracle PeopleSoft software, referred to as the Statewide Financial System (SFS). SFS is currently on PeopleSoft Financials version 9.2 Bundle 18, operating on PeopleTools version 8.49.33.

The State is also implementing an eProcurement application that supports the requisitioning process for State Agencies to procure goods and services in SFS. This application provides catalog capabilities. Vendors with centralized contracts have the ability to provide a "hosted" or "punch-out" catalog that integrates with SFS and is available to Authorized Users via a centralized eMarketplace website. There are no fees required for a Vendor's participation in the catalog site development or management. Upon completion and activation of an on-line catalog, State agencies will process their orders through the SFS functionality and other Authorized Users can access the catalog site to fulfill orders directly.

The State is also implementing the PeopleSoft Inventory module in the near future to track inventory items within the item master table. Further information regarding business processes, interfaces, and file layouts may be found at: www.sfs.ny.gov and http://www.osc.state.ny.us/agencies/guide/MyWebHelp/.

USE OF RECYCLED OR REMANUFACTURED MATERIALS

The New York State, as a member of the Council of Great Lakes Governors, supports and encourages vendors to use recycled, remanufactured or recovered materials in the manufacture of products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the product or packaging unless such use is precluded due to health or safety requirements or product specifications contained herein. Refurbished or remanufactured components or products are required to be restored to original performance and regulatory standards and functions and are required to meet all other requirements of this Bid solicitation. Warranties on refurbished or remanufactured components or products must be identical to the manufacturer's new equipment warranty or industry's normal warranty when remanufacturer does not offer new equipment. See "Remanufactured, Recycled, Recyclable or Recovered Materials" in Appendix B, Section 13, *Remanufactured, Recycled, Recyclable or Recovered Materials.*

BULK DELIVERY AND ALTERNATE PACKAGING

New York State encourages the use of innovative packaging that reduces the weight of packaging and the generation of packaging waste. A contractor is encouraged to use reusable materials and containers and to utilize packaging configurations that take advantage of storage containers designed to be part of the product for the shipment of multi-unit purchases. New York State recognizes that these packaging methods are in the development stage and may not be currently available. Authorized Users are urged to inquire about these programs at the time of purchase and determine the best solution for their needs.

SURPLUS/TAKE-BACK/RECYCING

1. A State agency is reminded of its obligation to comply with the NY State Finance Law §§167, Transfer and Disposal of Personal Property, and 168, The Management of Surplus Computer Equipment, regarding transfer and disposal of surplus personal property before utilizing take-back, recycling, or other options for disposition of equipment that is still in operable condition.

2. If Contractor offers a take-back/recycling program, then Contractor shall provide a record of disposition to each Authorized User who participates in the take-back/recycling program for units transferred for disposition. Contractor shall provide documentation that the units were disposed of in an environmentally sound manner in compliance with applicable local, state and federal laws. See Section 3 below for specific requirements governing electronic equipment recycling.

3. The NYS Department of Environmental Conservation (DEC) Electronic Equipment Recycling and Reuse Act ("Act") (Environmental Conservation Law, Article 27, Title 26, Electronic Equipment Recycling and Reuse), requires manufacturers to establish a convenient system for the collection, handling, and recycling or reuse of electronic waste. If Contractor is a manufacturer of electronic equipment covered by the Act, Contractor agrees to comply with the requirements of the Act. More information regarding the Act can be found on the DEC website at: http://www.dec.ny.gov/chemical/65583.html.

4. If a Contractor offers a take-back/recycling program or offers an electronic equipment recycling program pursuant to the Act, and an Authorized User participates in same, then the Authorized User shall ensure the destruction of all data from any hard drives surrendered with the machines/covered electronic equipment. Contractor shall not require an Authorized User to surrender the hard drive, as an Authorized User may wish to retain the hard drive for security purposes. Contractor shall advise the Authorized User in advance if the retention of the hard drive results in additional fees or reduction in trade-in value. It is recommended that an Authorized User use a procedure for ensuring the destruction of confidential data stored on hard drives or other storage media that meets or exceeds the National Institute of Standards and Technology (NIST) Guidelines for Media Sanitation as found in NIST Special Publication 800-88.

ENVIRONMENTAL ATTRIBUTES AND NYS EXECUTIVE ORDER NUMBER 4

New York State is committed to environmental sustainability and endeavors to procure products with reduced environmental impact. One example of this commitment may be found in Executive Order No. 4 (Establishing a State Green Procurement and Agency Sustainability Program), which imposes certain requirements on state agencies, authorities, and public benefit corporations when procuring commodities, services, and technology. More information on Executive Order No. 4, including specifications for offerings covered by this Contract, may be found at: http://ogs.ny.gov/EO/4/Default.asp. State entities subject to Executive Order No. 4 are advised to become familiar with the specifications that have been developed in accordance with the Order, and to incorporate them, as applicable, when making purchases under this Contract.

PREFERRED SOURCE PRODUCTS

Section 162 of the State Finance Law requires that agencies, including Executive Agencies, afford first priority to the products/services of preferred source suppliers such as Corcraft (the marketplace name for the NYS Department of Corrections and Community Supervision, Division of Industries), New York State Preferred Source Program for People who are Blind (NYSPSP), and New York State Industries for the Disabled (NYSID), and others determined by law, when such products/services meet the form, function and utility of the agency. Some products/services in the resultant Contract(s) may be available from one or more preferred sources. An Authorized User must determine if a particular commodity or service is approved for a Preferred Source and follow the requirements of State Finance Law Section 162(3) or (4)(b), respectively, before engaging the Contractor.

NEW YORK STATE VENDOR RESPONSIBILITY

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS or her designee, her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS or her designee issues a written notice authorizing a resumption of performance under the Contract. The Contractor agrees that if it is found by the State that the Contractor's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of OGS or her designee to be non-responsible. In such event, the Commissioner of OGS or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

NEW YORK STATE TAX LAW SECTION 5-A

Tax Law Section 5-a requires certain Contractors awarded state Contracts for commodities, services and technology valued at more than $100,000 to certify to NYS Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to Contracts where the total amount of such Contractors' sales delivered into New York State is in excess of $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

Contractors may consult with DTF's website at http://www.tax.ny.gov/ for additional information and frequently asked questions.

OVERLAPPING CONTRACT ITEMS

Products/services available in the resulting Contract may also be available from other New York State Contracts. Authorized Users will be advised to select the most cost effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection.

"OGS OR LESS" GUIDELINES

Purchases of the Products included in the IFB and resulting Contract are subject to the "OGS or Less" provisions of State Finance Law §163(3) (a) (v). This means that State Agencies can purchase products from sources other than the Contractor provided that such products are substantially similar in form, function or utility to the products herein and are:

1. lower in price

-and/or-

2. available under terms which are more economically efficient to the State Agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State Contractor an opportunity to match the non-contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office and competitive bidding of requirements exceeding the discretionary bid limit. State Agencies should refer to Procurement Council Guidelines for additional information.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Appendix B, Sections 2, *Definitions* ("Authorized User") and 26, *Participation in Centralized Contracts*. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State. Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (www.ogs.state.ny.us). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services' Customer Services at 518-474-6717.

NOTE TO ALL NON-STATE AGENCIES AND BIDDERS

All such participating non-State agencies and Bidders understand, acknowledge and agree that the primary responsibility in regard to performance of the Contract, of any obligation, covenant, condition or term thereunder by either such party thereto shall be borne and is expressly assumed by the participating non-State agencies and Contractor and not by the State. In the event of a failure or breach in performance of any such Contract by a non-State Agency or Contractor, the State specifically and expressly disclaims any and all liability for such defective performance or breach, and the eligible participating non-State agencies and Contractor guarantee to save the State, its officers, agents and employees harmless from any liability that may be or is imposed by the failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of the State Centralized Contract.

EXTENSION OF USE

The contract may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting State) and the Contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant Contract 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.

EMERGENCY PURCHASING

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of products or services, the Commissioner reserves the right to obtain such products and services from any source, including but not limited to this Contract, as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

CONTRACTOR PERFORMANCE

Authorized Users should notify the Procurement Services Contract administrator promptly if the Contractor fails to meet the requirements of this Contract. Performance which is otherwise unsatisfactory to the Authorized User should also be reported to Procurement Services.

MERCURY-ADDED CONSUMER PRODUCTS

Contractor agrees that it will not sell or distribute fever thermometers containing mercury or any products containing elemental mercury for any purpose under this Contract.

RESERVATION

The State reserves the right to negotiate lower pricing, or to advertise for bids, any unanticipated excessive purchase. An "unanticipated excessive purchase" is defined as an unexpected order for a Contract product(s) totaling more than $75,000.00.

AMERICANS WITH DISABILITIES ACT (ADA)

The Federal ADA Act, signed into law July 26, 1990, bars employment discrimination and requires all levels of Government to provide necessary and reasonable accommodations to qualified workers with disabilities. Contractors are required to identify and offer any software or hardware products they manufacture or adapt which may be used or adapted for use by visually, hearing, or any other physically impaired individuals. Although it is not mandatory for Contractors to have this equipment in order to receive an award, it is necessary to identify any such equipment offered they have which falls into the above category.

ADDITIONAL REQUIREMENTS

1. NO DRUGS OR ALCOHOL
   For reasons of safety and public policy, in any Contract resulting from this procurement, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.

2. TRAFFIC INFRACTIONS
   The State will not be liable for any expense incurred by the Contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.

APPENDIX A

Appendix A, Standard Clauses For New York State Contracts, dated January 2014, attached hereto, is hereby expressly made a part of this bid document as fully as if set forth at length herein. Please retain this document for future reference and do not return to OGS as part of the bid submission.

APPENDIX B

Appendix B, Office of General Services General Specifications, dated May 2015, attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein and shall govern any situations not covered by this bid document or Appendix A. Please retain this document for future reference and do not return to OGS as part of the bid submission.

APPENDIX B AMENDMENTS

Appendix B, § 60, Indemnification is hereby deleted and replaced with the following:
Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully defend, indemnify and hold harmless the Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from this Contract, without limitation; provided, however, that the Contractor shall not indemnify to the extent any claim, loss or damage arising hereunder is due to the negligent act, failure to act, gross negligence or willful misconduct of the Authorized Users.

The Authorized User shall give Contractor: (i) prompt written notice of any action, claim or threat of suit, or other suit for which Contractor is required to fully indemnify an Authorized User, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action, claim or suit at the expense of Contractor. Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, if it determines there is an issue involving a significant public interest.

In the event that an action or proceeding at law or in equity is commenced against the Authorized User arising out of a claim for death, personal injury or damage to real or personal tangible property caused by any intentional or willful act, gross negligence, or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from the Products supplied under this Contract, and Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the New York State Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract

and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event attempt to secure a continuance to permit the State and the Authorized User to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the State and Authorized User may have. In the event of a dispute regarding the defense, the Contractor and the Attorney General shall try to reach an amicable resolution, but the Attorney General shall have the final determination on such matters.

NOTICE: THIS CONTRACT AWARD NOTIFICATION CONTAINS A SUBSET OF INFORMATION FROM THE SOLICITATION. CONTRACTS RESULTING FROM SOLICITATION 22844 HAVE BEEN EXECUTED BY CONTRACT AWARD LETTER. THE CONTRACT AWARD LETTER SETS FORTH THE ORDER OF PRECEDENCE FOR THE TERMS AND CONDITIONS OF THE EXECUTED CONTRACTS. COMPLETE CONTRACT DETAILS INCLUDING TERMS AND CONDITIONS CAN BE FOUND IN THE SOLICITATION DOCUMENT DATED REVISED SEPTEMBER 29, 2015.

State of New York
Office of General Services
Procurement Services
Contract Performance Report

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one Contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.:_____ **Contractor**._____

Describe Product* Provided (Include Item No., if available):_____

***Note**: "**Product**" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments:_____

_____

_____(over)

Agency:_____ Prepared by:_____

Address:_____ Title:_____

_____ Date:_____

_____ Phone:_____

_____ E-mail:_____

Please detach or photocopy this form & returned to:

OGS Procurement Services
Customer Services, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
customer.service@ogs.ny.gov
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